

General Conditions

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This Owner managed project provides for non-exclusive services for a Contractor to perform professional moving services and provide packing materials for the William S. Hart Union High School District premises in Santa Clarita, California. Moving services for all Owner schools and departments will be on an as-needed basis.

The Parties Agree:

## **1 TERMS OF AGREEMENT**

The Owner is soliciting Bids for a five-year Agreement for general moving services as needed throughout the district. The initial term will be effective from [April 3, 2014](#) through [April 2, 2015](#) and renewed annually upon mutual consent and approval of the Governing Board of the William S. Hart Union High School District as allowed by Education Code 17596. It is the Owner's intent to designate a primary and a secondary award for this Agreement.

## **2 SCOPE OF SERVICES**

Contractor has carefully examined the bid documents for the services to be furnished; said services are to provide professional moving services on an as-needed basis as directed by Owner representative. Contractor understands the meaning, intent, and requirements contained therein.

Contractor(s) to whom award is made agree to provide the services to the Owner within the dates specified above in strict conformity with the specifications therefore, for the prices quoted on Quotation Sheet and in accordance with conditions herein.

## **3 OWNER RIGHTS**

The Owner may investigate the qualifications of any Contractor under consideration, require confirmation of information furnished by a Contractor, and require additional evidence of qualifications to satisfactorily perform the services required. The Owner reserves the right to:

- a) Reject any and all proposals.
- b) Issue subsequent Notices Inviting Bids.
- c) Cancel the entire Notice Inviting Bids.
- d) Remedy technical errors in the Notice Inviting Bids process.
- e) Seek the assistance of outside technical experts in bid evaluation.
- f) Approve or disapprove the use of particular subcontractors.
- g) Award a contract to one or more Contractors.

The Owner's Governing Board reserves the right to award in accordance with the fullest authority granted it under State law.

#### **4 EXAMINATION OF CONTRACT DOCUMENTS**

Before submitting a Bid, the Contractor shall become thoroughly familiar with all bid and contract documents, and any addenda issued prior to the bid submission date. Such addenda shall form a part of the bid and shall be made a part of the Contract Documents. It shall be the Contractor's responsibility to ascertain that their bid acknowledges all addenda issued prior to the bid submission date.

#### **5 EXAMINATION OF ACTUAL CONDITIONS**

The Contractor should be satisfied by personal examination and by such other means as it may prefer, as to the actual conditions and requirements under which the service must be performed/products provided. If the Contractor does not completely understand any existing condition or requirement of the service, Contractor should request clarification from the [Director of Purchasing and Warehouse](#).

A Job Walk is not scheduled for this project. Contractors may contact [Director of Purchasing and Warehouse](#), to arrange for an optional tour of Owner Premises. If several Contractors request such a tour, a date and time will be selected and communicated to all invited Contractors to attend the tour.

#### **6 USE OF PUBLIC THOROUGHFARES AND OWNER ROADS**

Contractor shall make its own investigation of the condition of available public thoroughfares and roads and of the clearances, restrictions and other limitations affecting transportation and ingress and egress at the Project Site.

#### **7 CONTRACTOR'S RECORDS**

In accordance with generally accepted accounting principles, Contractor shall maintain full and complete records of the cost of services performed under this Agreement.

Records shall be maintained in forms and by methods that facilitate flexible use of data contained in them to structure reports, as needed. The format of each report shall be approved by Owner. In addition, Contractor agrees to submit all reports in an electronic format approved by Owner, compatible with Owner's software/computers at no additional charge. All reports shall be submitted within a timely fashion upon Owner's request, unless specifically addressed in the Contract.

Such records, regardless of form or type, shall be open to inspection by the Owner at all reasonable times. Such records shall be maintained by Contractor for a period of three (3) years after completion of services to be performed under this Contract or until all audits, disputes, appeals, litigation or claims arising from this Contract have been resolved, whichever is later.

Contractor understands and agrees that Owner, at all times under this Contract, has the right to review and to audit financial records, whether or not final, which Contractor or anyone else associated with the work has prepared or which relate to the work which Contractor is performing for Owner. Contractor shall provide Owner at Contractor's expense a copy of all such records within five (5) working days of a written request by Owner. Owner's right shall also include inspections at reasonable times of the Contractor's office or facilities which are engaged in the performance of services pursuant to this Contract. Contractor shall, at no cost to Owner, furnish reasonable facilities and assistance for such review and audit. Contractor's failure to provide the records within the time requested shall preclude Contractor for receiving any payments due under this Contract until such documents are provided.

## **8 DAILY LOG SHEET**

Contractor shall provide to the Owner, upon Owner's request, on the day of service, a daily log sheet including, but not limited to, name of personnel assigned, titles, hours worked including start time and end time, number and type of trucks used.

## **9 CONTRACTOR'S COMPLIANCE**

In performance of this Contract, Contractor shall comply with the California Fair Employment and Housing Act and all other applicable federal, state, and local laws. Contractor shall give all notices and comply with all laws, ordinances, rules, and regulations bearing on conduct of work as indicated and specified, including but not limited to the appropriate statutes and administrative code sections. If Contractor observes that bid Contract Documents are at variance therewith, or should Contractor become aware of the development of conditions not covered by Contract Documents which will result in services being at variance therewith, Contractor shall promptly notify Owner in writing and any changes deemed necessary by Owner shall be adjusted as provided in Contract for changes to service(s). If Contractor provides Services which it knew, or through exercise of reasonable care should have known, to be contrary to such laws, ordinances, rules or regulations, and without such notice to Owner, Contractor shall bear all costs arising there from.

## **10 ANTI-DISCRIMINATION**

It is the policy of the Owner that in connection with all work performed under this Contract, there be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age, marital status, physical disability, mental disability, or medical condition. The Contractor agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment and Housing Act, beginning with Government Code, Section 12900, and Labor Code, Section 1735 and the American with Disabilities Act, 42 U.S.C. and 12101, et seq.

## **11 INDEPENDENT ANALYSIS**

Contractor shall provide the services required by this Contract and arrive at conclusions with respect to the rendition of information, advice or recommendations, independent of the control and direction of the Owner, other than normal contract monitoring provided; however, Contractor shall possess no authority with respect to any Owner decision beyond rendition of such information, advice, or recommendations.

## **12 ASSIGNMENT**

This is a contract agreement between the parties and Contractor shall not assign or transfer voluntarily or involuntarily any of its rights, duties, or obligations under this Contract without the express written consent of the Owner.

## **13 INDEMNIFICATION**

The Contractor shall to the fullest extent permitted by law, defend, indemnify and hold harmless Owner and its officers, employees, and agents for any and all liability, claims, judgments, or demands arising directly or indirectly out of the obligations undertaken in connection with this Contract except claims or litigation arising through the sole active negligence or willful misconduct of Owner. It is the intent of this paragraph that Contractor indemnify and hold harmless the Owner of any actions of the Contractor or Owner, except for those arising out of the sole active negligence or willful misconduct of Owner, including, but not limited to, claims based upon the Owner's alleged breach of any statutory duty or obligation or Contractor's duty under Agreements with third parties. This indemnity obligation shall apply for the entire time that any third party can make a claim against or sue Owner for liabilities arising out of the Contractor's provision of services under this Contract.

## **14 INSURANCE**

Before the commencement of the Work, the Contractor shall, at his expense, procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Work hereunder by the Contractor, his agents, representatives, employees or subcontractors. Such insurance shall meet at least the minimum level of coverage outlined in this Section and be provided by an insurer with an A.M. Best rating no less than an A- except for the State Fund for Workers Compensation. Coverage provided by the California State Compensation Insurance Fund (State Fund) is acceptable. The Owner reserves the right to approve other insurance carriers if found acceptable to the Owner's insurance consultant.

A certificate of insurance naming the Wm. S. Hart Union High School District as an additional insured must be submitted covering general liability. Said certificate must be on file in the Purchasing Department prior to a purchase order being issued, notwithstanding the value of the project.

## 14.1.1 GENERAL

As specified below, the Contractor shall maintain, or cause to be maintained, such insurance as will protect him and the Owner from claims under Workers Compensation Acts, and such public insurance as will protect Contractor and the Owner from claims for damages for personal injury, including death, and damage to property, which, may arise from operations under this contract.

The Contractor agrees to save harmless and to indemnify the Owner from every claim and demand which may be made by reason of:

Any injury to person or property sustained by the Contractor or by a person, employed by him upon or in connection with his work, however caused, and; any injury to person or property sustained by any person, caused by any act, neglect, default, or omission of the Contractor or any person employed by him upon or in connection with his work, whether the said injury or damage occurs upon or adjacent to the work; the Contractor at his own cost, expense and risk shall defend any and all actions, suits, or other legal proceedings, that may be brought or instituted against the Owner on any such claim or demand, and pay or satisfy the judgment that may be rendered against the Owner in any action, suit, or legal proceedings or result thereof.

## 14.2.1 CERTIFICATE OF INSURANCE

Certificates shall be filed with the Owner's Purchasing Department [Contract Specialist](#).

Certificates shall have included the following clause: "This policy shall not be cancelled or reduced in required limits or amounts of insurance until notice has been mailed to the Wm. S. Hart Union High School District stating the date of cancellation or reduction. The date of cancellation or reduction may not be less than 15 days after the date of mailing the notice." Certificates of insurance shall state in particular those insured, the extent of insurance, location and operation to which the insurance applies, expiration date, and the cancellation and reduction notice.

## 14.3.1 WORKER'S COMPENSATION INSURANCE

The Contractor shall provide, during the life of this agreement, Worker's Compensation Insurance for all of his employees engaged in work under this agreement, on or at the site of the project. Any class of employee or employees shall be covered by the Contractor's insurance.

The Contractor shall file with the Owner certificates of Contractor's insurance protecting Workers as specified above.

## 14.4.1 PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE

The Contractor shall maintain during the life of this agreement Public Liability and Property Damage Insurance to protect him and the Owner from all claims for personal injury, including accidental death, as well as from all claims for property damage arising from operation under this Contract. The minimum amounts of such insurance shall be hereinafter set forth.

## 14.5.1 AMOUNTS OF INSURANCE:

Type of Insurance	
Commercial General Liability	\$1 million per occurrence \$2 million general aggregate* \$2 million Products-Comp/Op Agg*
Automobile Liability	\$1 million combined single limit
Excess/Umbrella Liability	\$2 million per occurrence \$2 million aggregate
Workers Compensation Liability	\$1 million per occurrence

The Contractor shall file with the Owner Certificates of Insurance.

\*\$2 million general aggregate and products/completed operations aggregate can be waived if the policy is endorsed stating that the \$1 million per occurrence applies solely and separately to the Wm. S. Hart Union High School District.

## 14.6.1 SPECIAL INSTRUCTIONS

A Certificate of Insurance in a form acceptable to the Owner evidencing the existence of the required insurance policies and original endorsements affecting coverage required shall be kept on file with the Owner. General Liability Insurance Certificates shall include Named Additional Insured Endorsements as indicated below.

Contractor shall mail the Certificate and Endorsements to:

William S. Hart Union High School District  
Attn: [Contract Specialist/Purchasing](#)  
[21380 Centre Pointe Parkway](#)  
Santa Clarita, CA 91350

## 14.7.1 OTHER INSURANCE

The Contractor shall provide all other insurance required to be maintained under applicable laws, ordinances, rules, and regulations.



## 14.8.1 COMPLIANCE

In the event of the failure of Contractor to furnish and maintain any insurance required by this Article, Contractor shall be in default under the Contract. Compliance by Contractor with the requirement to carry insurance and furnish certificates or policies evidencing the same shall not relieve the Contractor from liability assumed under any provision of the Contract, including, without limitation, the obligation to defend and indemnify the Owner.

## 15 SANITARY FACILITIES

Use of the existing permanent toilet facilities shall not be permitted except by approval of the school site Principal or Owner authorized representative.

## 16 SITE DECORUM

Contractor shall control the conduct of its employees to prevent unwanted interaction initiated by Contractor's employees with the students, staff or the public, except those associated with the Project. Without limitation, unwanted interaction by Contractor's employees includes initiating conversations with students, staff or individuals or whistling or making catcalls at students, staff, or the public. Further, profanity shall not be used on the premises. In the event that any Contractor employee violates this section, Contractor shall, either upon request of Owner or on its own initiative, replace said employee with another of equivalent technical skill, at no additional cost to the Owner. No radios, other than two-way communication type, will be allowed on the Project Site.

No alcohol, smoking and/or tobacco use is allowed upon any Owner property. Personnel may not be under the influence of any illegal substance or intoxicated while performing services to the Owner.

## 17 PERSONNEL

Contractor shall furnish such qualified drivers, mechanical, supervisory, clerical, management and other personnel, of high moral standards, without criminal records, particularly those classified as of moral turpitude, as may be necessary to provide the services required by the Contract in a satisfactory, safe, economical and efficient manner. All drivers shall be trained and qualified in the operation of vehicles they operate and must possess a valid license, of the appropriate class, issued by the California Department of Motor Vehicles.



Personnel shall use and wear protective attire and also clothing satisfactory to presentation among a school environment, with children and minors not being exposed to gross views or conduct. Persons addicted to alcohol or drugs of any type shall be specifically excluded. Alcohol and drugs of any illegal type shall not be allowed on Owner property and the Contractor as well as the Owner shall take the necessary legal actions and prosecute as required by law any contravention to these requirements. Personnel shall be clearly forbidden from using profane language, obscene gestures and offensive clothing. Loud music, from radios or other devices is not permitted and transgressors shall be dismissed immediately and the devices will be removed from the area. Moreover, the Contractor shall employ only those persons that are in adequate physical condition and of proper fitness to carry on the Work in efficient, safe, and satisfactory manner. Further, the Contractor shall comply with the fingerprinting requirements of Education Code Section 45125.1, as necessary.

Contractor's employees shall be licensed as required by law, have a working knowledge of the Santa Clarita Valley, and bonded to the Contractor. While on Owner property they shall follow directions of the Owner authorized representative especially with regard to safety requirements and delivery instructions.

The Owner shall have the right, in its absolute discretion, to require the removal of Contractor's personnel at any level assigned to the performance of the Services. Such personnel shall be promptly removed from the Project by the Contractor at no cost or expense to the Owner and shall not be re-employed on the Project.

### **18 STANDARDS OF WORKMANSHIP**

The Contractor's standard of care and quality used in the services shall be no less than the standard of care and quality adhered to by firms recognized for their expertise, experience, and knowledge in performing professional moving services with a minimum of three (3) full-time years' experience in the moving industry.

The Contractor shall look after the interests of the Owner so far as reasonable and, subject to the provisions of these terms and conditions, shall not cause any loss of or damage to goods constituting the subject matter of these services. Furthermore, the Contractor shall look after these interests in a manner to ensure that health and safety risks are minimized.

### **19 CLAIMS**

Any claim for loss or damage against the Contractor shall be made in writing within seven (7) calendar days of receipt of goods. Failure to give such notice shall be prima facie evidence that the goods were delivered by Contractor in good condition and in a timely manner.

The Contractor's liability for compensatory damages for loss or damage beyond economic repair shall be limited to the invoice value of the goods or the fair market value, whichever is greater.

Any and all claims hereunder that are not resolved by mutual agreement shall be subject to Arbitration according to the Rules of the Commercial Arbitration Rules of the American Arbitration Association in the state of California prior to filing of any suit before a Court of Law. The cost of such arbitration shall be borne by the losing party.

### **20 INDEPENDENT CONTRACTOR**

Contractor is and shall at all times be deemed to be an independent contractor and shall be wholly responsible for the manner in which it performs the services required of it by the terms of this Contract. The Contractor represents that it is fully experienced and properly qualified to perform the services required for the Contract and that it is properly licensed, equipped, organized, and financed to perform the Work. Nothing herein contained shall be construed as creating the relationship of employer and employee, or principal and agent between the Owner, or any of the Owner's employees or agents, and Contractor or any of Contractor's agents or employees. Contractor assumes exclusively the responsibility for the acts of its employees as they relate to the services to be provided during the course and scope of their employment. Contractor, its agents and employees shall not be entitled to any rights or privileges of Owner's employees. Owner shall be permitted to monitor the activities to determine compliance with the terms of this Contract.

### **21 SUBCONTRACTORS AND SUPPLIERS**

The Contractor shall be responsible to the District for all acts and omissions of its own personnel, and of subcontractors, Suppliers and their employees. Contractor shall be responsible for coordinating the Work performed by subcontractors and Suppliers. Contractor shall be responsible for subcontractors' acknowledgement, agreement, and compliance of terms and conditions of the contract and all related bid documents. Should a portion of the subcontracted Work not be performed in accordance with the terms of the Contract, or if a subcontractor commits or omits any act that would constitute a breach of the Contract, the subcontractor shall be replaced and shall not again be employed under the Contract.

The Contractor shall incorporate the following into each Subcontract and require insertion of same into all lower-tier Subcontracts:

All provisions required by law, regulation, rule, or the Contract shall apply to Subcontracts and shall apply to all Subcontracts of any tier.

## **22 INDEPENDENT REVIEW**

Each party hereto declares and represents that in entering into this agreement it has relied and is relying solely upon its own judgment, belief and knowledge of the nature, extent, effect and consequence relating thereto. Each party further declares and represents that this Contract is being made without reliance upon any statement or representation not contained herein of any other party, or any representative, agent or attorney of any other party.

## **23 INTEGRATION AND MODIFICATION**

This Contract contains the entire Contract between the parties and supersedes all prior negotiations, discussions, obligations and right of the parties in respect of each other regarding the subject matter of this Contract. This Contract may be changed or amended by written, mutual consent of the Owner and the Contractor. No alteration or variation of the terms of this Contract shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein shall be binding on the parties hereto.

## **24 TERMINATION**

In addition to any other rights and remedies allowed by law, this Contract may be terminated for the following reasons:

- 1) At the sole discretion of the Owner, without cause, upon providing fifteen (15) days written notice to the Contractor.
- 2) By mutual written consent of the parties.
- 3) At any time with written notice to the other party on a material breach by the other party of any of the provisions hereof.

Upon Contractor's receipt of written notice of termination, Contractor shall immediately discontinue all services affected unless the notice directs otherwise. If the termination is for the convenience of the Owner, Contractor shall submit a final invoice within sixty (60) days of termination. The Contractor shall not be entitled to anticipatory or consequential damages as a result of any termination.

## **25 DELAY DUE TO UNFORSEEN OBSTACLES**

All loss or damage arising from any unforeseen obstacle or difficulties which may be encountered in the prosecution of the work, or from any action of the elements, or from any act or omission not authorized by these specifications, on the part of the Contractor, or any agent or person employed by said Contractor, shall be sustained by the Contractor. The Contractor shall have no claim against the Owner for damages on account of any delays caused by accidents or delays on the part of any transportation company.

## 26 HIERARCHY OF CONTRACT DOCUMENTS

Contract Documents are complementary, and what is called for by one shall be as binding as if called for by all. In the event of conflicts or discrepancies among the Contract Documents, interpretations will be based on the following order of precedence:

- 1<sup>st</sup> The Agreement
- 2<sup>nd</sup> Addenda, with those of later date having precedence over those of earlier date.
- 3<sup>rd</sup> The General Conditions
- 4<sup>th</sup> Scope of Work
- 5<sup>th</sup> Instructions/Information for Contractors

## 27 METHOD OF CONTRACTING

Definitive purchase order(s) under the terms and conditions of this solicitation, [Moving Services District Wide](#), Bid Number [WSH14-02A](#), will be issued.

## 28 CONTRACTOR'S VEHICLES

Any vehicles operated by the Contractor shall be maintained in accordance with the California Highway Patrol (CHP) regulations and shall be operated in compliance with the California Vehicle Code, and all applicable safety and local ordinances. Contractor shall not load vehicles in excess of the manufacturer's recommendations or limitations imposed by state or local weight restrictions on vehicles.

Any vehicle that develops a leak shall not enter Owner premises until repaired. The Contractor is responsible to have all oil residue and stains which results from leaking vehicles removed from the Owner property immediately and the affected area made safe, without cost to the Owner.

The brake system of each vehicle used in performance of this Contract shall be inspected and certified annually according to state law by the California Highway Patrol or by a brake inspection station licensed by the California Highway Patrol. Notice of certification shall be filed at Contractor and made accessible to Owner within thirty (30) days after each such certification.

Following any inspection, Owner shall have the right to cause Contractor, at its sole cost and expense, to recondition or replace any vehicle or equipment found to be unsafe, unsanitary or unsightly.

## 29 FUEL SURCHARGE

The Contractor shall notify the Owner in writing of any request for fuel surcharge as authorized by the California Public Utilities Commission (PUC). The Contractor shall include with their request for rate increase, an official authorization (amendment) from the California Public Utilities Commission. The Owner reserves the right to reject or accept such increase request. Any fuel surcharge anticipated by the Contractor shall be disclosed to the [Director of Purchasing and Warehouse](#). The fuel surcharge, as approved by the California P.U.C. and the Owner, will apply for that move.

## 30 INVOICING AND PAYMENTS

Invoices must reference the assigned Purchase Order number and shall be submitted to:

William S. Hart Union High School District  
Attn: Facilities Accounting  
21380 Centre Pointe Parkway  
Santa Clarita, CA 91350

Invoices must be under the same firm name as shown on the Purchase Order/Contract. All invoices applicable to this contract must be submitted by the Contractor no later than 60 days after the end of this Contract.

Payment for the Work shall be made for all undisputed amounts within thirty (30) days after Contractor submits an invoice to the Owner for Work actually completed and materials delivered. Invoices furnished by Contractor under this Contract must be in a form acceptable to the Owner.

Within ten (10) business days of the receipt of any such invoice, Owner may request that Contractor provide additional information or documentation necessary for Owner to verify and approve the compensation request. Contractor shall promptly provide any such information or documentation requested by Owner. In the event such additional information or documentation is requested, the period in which Owner must pay Contractor shall be extended by the number of days taken by Contractor to provide such information or documentation.

In the event Owner does not dispute the amount, or any portion thereof, billed by Contractor pursuant to any invoice, all amounts that remain unpaid after the period allowed pursuant to this Contract, at the option of Contractor, shall be subject to accrual of interest at the rate of one percent (1%) per annum.

In the event Owner disputes the amount, or any portion thereof, billed by Contractor pursuant to that invoice shall be reduced by the disputed amount and Owner shall pay the balance, if any, within the time provided by these General Conditions. In the event of any such dispute, Owner shall, within the time required for payment, inform Contractor, in writing, of the disputed amount and

the basis for the dispute. Not later than ten (10) business days after receipt of such notice, Contractor shall provide Owner any requested explanation or justification of the disputed amount. Not later than ten (10) business days after receipt of such explanation or justification, Owner shall either pay the disputed amount or provide Contractor with a written explanation of Owner's continuing objection. The Parties agree to seek, in good faith, a timely and equitable resolution of any such dispute. Notwithstanding any claim, dispute or other disagreement between the parties related to any such disputed amounts, pending resolution of the same in accordance with this Contract, Contractor shall continue to provide and perform the Contractor's service required hereunder. The requirement for extension of payment set forth in this Section is in addition to any extension of time as provided in this Section.

### **31 SEVERABILITY**

If any provision of these Contract Documents shall be held void or unenforceable, such determination shall not affect the remaining provisions thereof, which shall continue in valid force and effect.

### **32 GOVERNING LAW**

This Contract between the Owner and the Contractor shall be subject to the laws of the State of California. By entering into the Contract, the Contractor consents and submits to the jurisdiction of the Courts of the State of California, County of Los Angeles, over any action at law, suit in equity, and/or other proceeding that may arise out of the Contract.

### **33 REQUESTS FOR INFORMATION REGARDING THIS BID**

Any questions relative to this solicitation should be directed, in writing to the [Director of Purchasing and Warehouse, Leigh Hansen](#). The Contractor may submit a written request for an interpretation or correction. The deadline for submitting questions or requests for clarification relative to this bid is **2 PM, Monday, March 17, 2014**. Requests are to be emailed to [Lhansen@hartdistrict.org](mailto:Lhansen@hartdistrict.org). Include in the subject line **WSH14-02A Question**. No questions will be accepted after the stated date and time.