

**MASTER AGREEMENT
FOR RFQ #1899 ANNUAL PLUMBING SERVICES AND REPAIRS
BY AND BETWEEN
MT DIABLO UNIFIED SCHOOL DISTRICT
AND**

The Mt. Diablo Unified School District is accepting proposals from qualified contractors for plumbing and repair services described herein.

- 1) The successful bidder shall provide plumbing and repair services on an “on call” basis using, at the discretion of the District, either parts or materials/supplies furnished by the MDUSD Maintenance Department, or parts and materials/supplies may be asked to be purchased by the vendor. Said services are to be performed on an “as needed” basis when and only when requested by authorized MDUSD Maintenance Department personnel. In an emergency situation, the contractor must be willing and able to respond within two (2) hours of contact by MDUSD Maintenance Department.
- 2) The successful bidder is expected to furnish his/her own equipment and related tools needed to perform required work at all facilities.
- 3) In the event it becomes necessary to perform work in areas with asbestos containing insulation materials, all necessary precautions must be taken to insure worker and building occupant protection and safety. To this extent, the vendor assures compliance with all applicable Federal and State guidelines. The successful bidder must sign off, in the MDUSD Maintenance office an acknowledgement of the possible presence of asbestos containing material and agree to in no way disturb any asbestos containing materials found during the course of the repair work. If asbestos containing material (ACM) is present on plumbing systems that require repairs, the vendor will notify the MDUSD Maintenance Department so an asbestos abatement contractor can be scheduled.
- 4) The successful bidder for this contract must provide proof of the following along with their submittal.
 - a) Copies of all California licenses and journeyman licenses for all personnel performing work as a licensed plumber.
 - b) Certificate of Liability insurance, per the requirements in Section 12 below, and
 - c) Proof of Workers Compensation Coverage.
- 5) The bid is to be based on cost(s) per unit as indicated on the attached sheet. Prices will remain in effect for the period of one year, and may be renewed annually for a period up to three (3) years

by agreement of both parties. The contract may be terminated by either party upon thirty (30) days written notification.

- 6) Successful bidder shall be responsible for obtaining any permits or fees required to perform services outlined in this bid. Cost of permits and/or fees will be reimbursed to the bidder by Mt. Diablo Unified School District upon receipt of appropriate documentation.
- 7) **Labor Harmony.** The undersigned hereby certifies that Bidder is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the Work.
- 8) **DIR Registration.** Bidder shall ensure that it and its Subcontractors comply with the registration and compliance monitoring provisions of Labor Code section 1771.4, including furnishing its CPRs to the Labor Commissioner, and are registered pursuant to Labor Code section 1725.5.
- 9) **SWPPP QSP.** Bidder specifically acknowledges and understands that if it is awarded a place in the pool of plumbing companies, it shall perform the Work of any/all projects it agrees to in accordance to the District's Qualified SWPPP (Storm Water Pollution Prevention Plan) Practitioner ("QSP") and that the Bidder is certified to be the District's QSP, as required by the current California State Water Board's Construction General Permit.
- 10) **General Acknowledgement.** The Bidder represents that it is competent, knowledgeable, and has special skills with respect to the nature, extent, and inherent conditions of the Work to be performed. Bidder further acknowledges that there are certain peculiar and inherent conditions existent in the construction of the Work that may create, during the Work, unusual or peculiar unsafe conditions hazardous to persons and property. Bidder expressly acknowledges that it is aware of such peculiar risks and that it has the skill and experience to foresee and to adopt protective measures to adequately and safely perform the Work with respect to such hazards.
- 11) **False Claims Act.** Bidder expressly acknowledges that it is aware that if a false claim is knowingly submitted (as the terms "claim" and "knowingly" are defined in the California False Claims Act, Cal. Gov. Code, §12650 et seq.), the District will be entitled to civil remedies set forth in the California False Claim Act. It may also be considered fraud and the Contractor may be subject to criminal prosecution.
- 12) **Insurance Requirements.** Contractor shall procure prior to commencement of the Services of this Agreement and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Services hereunder by the Contractor, his agents, representatives, employees and consultant(s). Contractor's liabilities, including but not limited to Contractor's indemnity obligations, under this Agreement, shall not be deemed limited in any way to the insurance coverage required herein. Maintenance of specified insurance coverage is a material element of this Agreement and Contractor's failure to maintain or renew coverage or to provide evidence of renewal during the term of this Agreement, as required or when requested, may be treated as a material breach of contract by the District.

- a. **Minimum Scope and limits of Insurance:** Coverage shall be at least as broad as the following scopes and limits:
- 1) **Commercial General Liability.** Two million dollars (\$4,000,000) per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to each project/location or the general aggregate limit shall be twice or four million dollars (\$8,000,000) the required occurrence limit.
 - 2) **Commercial Automobile Liability, Any Auto.** One million dollars (\$2,000,000) per accident for bodily injury and property damage.
 - 3) **Workers' Compensation Liability.** For all of the Contractor's employees who are subject to this Agreement and to the extent required by the applicable state or federal law, the Contractor shall keep in full force and effect, a Workers' Compensation policy. That policy shall provide employers' liability coverage with minimum liability coverage of one million dollars (\$1,000,000) per accident for bodily injury or disease. The Contractor shall provide an endorsement that the insurer waives the right of subrogation against the District and its respective elected officials, officers, employees, agents, representatives, Contractors, trustees, and volunteers.
 - 4) **Employment Practices Liability.** For all of the Contractor's employees who are subject to this Agreement and to the extent required by the applicable state or federal law, the Contractor shall keep in full force and effect, an Employment Practices Liability policy. That policy shall provide employers' liability coverage with minimum liability coverage of one million dollars (\$1,000,000) per occurrence. The Contractor shall provide an endorsement that the insurer waives the right of subrogation against the District and its respective elected officials, officers, employees, agents, representatives, consultants, trustees, and volunteers.

The District reserves the right to modify the limits and coverages described herein, with appropriate credits or changes to be negotiated for such changes.

Verification of Coverage:

Contractor shall furnish the District with:

- a) Certificates of insurance showing maintenance of the required insurance coverage;
- b) Original endorsements affecting general liability and automobile liability coverage. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by the District before Services commence.

SCHEDULE OF FEES

Licensed Plumber:

1. Regular Rate:	\$ <u>244.00</u>
2. Overtime Rate:	\$ <u>300.00</u>
3. Weekend Rate:	\$ <u>369.00</u>
4. Holiday Rate:	\$ <u>369.00</u>

Plumbers Helper:

1. Regular Rate:	\$ <u>244.00</u>
2. Overtime Rate:	\$ <u>300.00</u>
3. Weekend Rate:	\$ <u>369.00</u>
4. Holiday Rate:	\$ <u>369.00</u>

Drain Cleaning:

1. Regular Rate:	\$ _____
2. Overtime Rate:	\$ _____
3. Weekend Rate:	\$ _____
4. Holiday Rate:	\$ _____

Parts and Materials:

Percent (%) Markup over Cost	<u>15</u> %
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Furthermore, Bidder hereby certifies to the District that all representations, certifications, and statements made by Bidder, as set forth in this RFQ form, are true and correct and are made under penalty of perjury.

Dated this 4th day of November 20 21

Name of Bidder Bell Products, Inc.

Type of Organization Corporation

Signature 

Name & Title of Signer Jeffrey F. Alcayaga, Vice President

Address of Bidder 722 Soscol Ave. Napa, CA 94559

Taxpayer's Identification No. of Bidder 94-1392025

Telephone Number (707) 255-1811

Fax Number (707) 255-1908

E-mail bids@bellproducts.com Web page www.bellproducts.com

Bidder's DIR Registration No.: No.: 1000000656

Contractor's License No(s): No.: 171534 Class: A, B, C4 Expiration Date: 6/30/22

No.: " Class: C20, C36 Expiration Date: _____

No.: " Class: C43 Expiration Date: _____

If Bidder is a corporation, provide the following:

Name of Corporation: Bell Products, Inc.

President: Paul D. Irwin

Secretary: Jeffrey F. Alcayaga, Vice President

Treasurer: Gary Awai

Manager: Paul D. Irwin

END OF DOCUMENT