

NOTE: EESD approval required prior to incurring costs.
 in excess of \$7,500. Private agencies are required to obtain and
 submit documentation of at least three bids for a purchase in excess
 of \$5,000.

EQUIPMENT PURCHASE APPROVAL REQUEST

PART I SPECIAL NOTE: Object Classification 6400 - Equipment and Object Classification 6500 - Equipment Replacement - The contractor listed below must apply for approval to use Child Development contract funds to purchase items of equipment, with a cost per item exceeding the limit specified in the Funding Terms and Conditions.

CONTRACTOR City of La Habra	ADDRESS 215 N. Euclid	CITY La Habra	ZIP CODE 90631
CONTACT PERSON Johanna Perez	TELEPHONE (562)383-4270	CONTRACT TYPE CSPP	VENDOR NUMBER 2183

PART I - DESCRIPTION OF EQUIPMENT (Identify types of equipment proposed for purchase.)

QUANTITY	ITEM	ITEM COST	TOTAL COST	ITEM PLACEMENT (SITE ADDRESS)	ESTIMATED USEFUL LIFE EXPECTANCY	JUSTIFICATION ATTACHED
	HVAC Ductwork Replacement	\$ 64,850	\$ 40,856	215 N. Euclid, La Habra, CA 90631	1 YEARS	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
					YEARS	Yes <input type="checkbox"/> No <input type="checkbox"/>
					YEARS	Yes <input type="checkbox"/> No <input type="checkbox"/>
					YEARS	Yes <input type="checkbox"/> No <input type="checkbox"/>

PART II - CERTIFICATION

I hereby certify that the above information is true and correct to the best of my knowledge. I also agree to abide by Funding Terms and Conditions requirements with regards to the title, use, disposition, and retention of equipment purchased with child care contract funds provide by the California Department of Education.

SIGNATURE OF BOARD PRESIDENT OR DESIGNEE <i>Johanna Perez</i>	TITLE Executive Director	DATE 04/13/2026
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PART III - FOR CDD USE ONLY

EESD receipt date: <u>4 / 15 /2026</u>	COMMENTS		
Contractor notification date: <u>4 / 27 /2026</u>	The total cost of the HVAC dutch work replacement is 64,850. The contractor is requesting 40,856 from CSPP and 17,510 from CCTR. The contractor is approved for 40,856 in FY 25-26. The justification, bid, and subcontractor agreement are attached as required for an LEA.		
CONSULTANT RECOMMENDATION	CONSULTANT	DATE	ADMINISTRATOR
Requested \$ <input type="text" value="40,856"/> Approved \$ <input type="text" value="40,856"/>	<i>Yee Juan</i>	4/24/26	<i>Linda Morales</i>
Fiscal Year 20 <u>25 / 26</u>			DATE
Year-to-Date Balance: \$ <input type="text" value="150,160"/>			<i>04/27/2026</i>

Distribution: Original: Contractor, copies to Child Development Audits, Fiscal Analyst, EESD Consultant, and Contractor file.



City of La Habra

CHILD DEVELOPMENT DIVISION

"A Caring Community"

215 N. Euclid Street
La Habra, CA 90631
Office: (562) 383-4270
Fax: (562) 383-4474

April 13, 2026

Yer Thao
Child Development Consultant
Early Education Division, California Department of Education
1430 N Street
Sacramento, CA, 95814
(916) 906-5786
RE: Roof Replacement at Preschool at La Bonita

Hello, Yer Thao,

The City of La Habra Child Development Division requests your approval for HVAC ductwork replacement Project

Project: HVAC ductwork replacement project

Justification: The City of La Habra Child Development Division is requesting approval to award the HVAC ductwork replacement project for the La Habra Child Development Center, located at 215 N. Euclid Street. Over time, the exterior HVAC ductwork has deteriorated, leading to water infiltration through multiple cracks. The City's Engineering Division has concluded that a full replacement of the exterior ductwork is essential to maintain the HVAC system's integrity and functionality and to prevent further structural issues due to water leakage. The estimate for the GCTR CSPP Y1

apportioned cost would be approximately 63% of the total, or \$40,855.50.


The scope of work includes the complete removal and replacement of all exterior sheet metal HVAC ductwork serving four rooftop units, one exhaust fan, and one swamp cooler; installation of new insulated R8 ductwork with sealed joints; provision of temporary cooling during construction; reconnection to existing roof supports; cleaning of remaining interior ductwork; startup and testing of all equipment; certified duct leakage and acceptance testing; and all required permits, labor, materials, closeout documents, warranties, and related project deliverables.

Procurement policies and procedures for the City of La Habra will be adhered to when purchasing the above items.

Please let me know if you need anything else to process this request or if you need to speak to me regarding these projects; you may contact me at (562) 383-4271.

I am looking forward to your favorable response regarding this Professional Service Agreement.

Thank you,


Johanna Perez
Executive Director
City of La Habra Child Development

25-26

La Habra Child Development
Cost Allocation

Site Name Location: Preschool at La Bonita 215 N. Euclid ST., La Habra CA 90631

HVAC Ductwork Replacement:	Total	CCTR Acct: 138151 27%	CSPP Acct: 138254 63%	Family Daycare Homes/Food 10%
<p>Pacific West Industries Inc: The scope of work includes the complete removal and replacement of all exterior sheet metal HVAC ductwork serving four rooftop units, one exhaust fan, and one swamp cooler; installation of new insulated R8 ductwork with sealed joints; provision of temporary cooling during construction; reconnection to existing roof supports; cleaning of remaining interior ductwork; startup and testing of all equipment; certified duct leakage and acceptance testing; and all required permits, labor, materials, closeout documents, warranties, and related project deliverables.</p>	\$ 64,850.00	\$ 17,509.50	\$ 40,855.50	\$ 6,485.00
<p>0 % Contingency</p>	\$0	\$0.00	\$0.00	
<p style="text-align: right;">Grand Total</p>				
	\$64,850.00	\$17,509.50	\$40,855.50	\$6,485.00

Vania Camacho

From: Danny Gonzalez
Sent: Wednesday, April 8, 2026 5:11 PM
To: Vania Camacho
Cc: Johanna Perez
Subject: HVAC Ductwork Replacement _215 N Euclid Street_ Bids
Attachments: Scope work _ Pacific West.pdf; Scope Work_GK Lux Group HVAC.pdf; Scope of work_ACCO.pdf

Hi Vania,

The HVAC duct at 215 N Euclid has experienced typical wear over the past few years, leading to water infiltration through minor cracks in the ductwork, which have developed over time. As a result, the engineering division recommends a complete replacement of the exterior ductwork to maintain the HVAC system's functionality. Failure to replace the ductwork may result in potential structural issues due to water leakage from the exterior ducts. On April 6, 2026, four bids were received for the HVAC ductwork replacement for The La Habra Child Development Center at 215 N Euclid Street. Below are the three lowest bidders:

Contractor	Amount
Pacific West Industries, Inc	\$64,850
GK LUX Group HVAC Inc	\$65,450
ACCO Engineering System	\$79,831

Thank you

DANNY GONZALEZ

Assistant Civil Engineer | Public Works Department | Engineering Division
City of La Habra | 110 E. La Habra Blvd. | La Habra, CA 90631
Office: (562)383-4160



Please note current City Hall Hours are open to the public: Monday – Thursday 7:30 am – 6:00 pm (Closed Fridays)
For more information regarding City Hall please visit www.lahabracity.com.

BID 1

Required Subcontract Provisions to be Included in Proposed Subcontracts (5 CCR 17802)

California Department of Education

Revised January 2025

This template is provided by the California Department of Education for use by California State Preschool Program (CSPP) contractors to provide subcontractors with a list to verify that every subcontract is in writing and includes at least all required provisions listed for subcontracts over \$10,000.

Directions: Adapt this letter by using agency letterhead and inserting contract agreement information where indicated in brackets. Remove this coversheet and copy and paste the completed list when submitting contracts for approval.

Required Subcontract Provisions to be Included in All Proposed Subcontracts (5 CCR 17802)

Please initial next to each item to confirm you agree with the provisions included in the subcontract

The subcontracting agency agrees to the following:

- The effective dates of this subcontract are 5/19/2026 to 6/8/2026.
- Multi-year Plan _____
- Single-year Plan
- Performance of this contract shall not begin prior to, nor shall the time extend beyond the time of the contract between the CSPP agency and the state.
- The dollar amount of this contract shall not exceed a maximum dollar amount of \$ 64,850.
- _____ This contract includes service(s) to be provided under the contract and the responsibilities of each party under the contract on pages XX-XX of the contract.
- The contractor, and the agents and employees of the contractor, in the performance of the contract, are acting in an independent capacity and not as officers, employees or agents of the State of California.
- Modifications of this contract shall be in writing, and for contracts in excess of \$10,000, prior written CDE approval is required unless the subcontract is otherwise exempt from prior CDE approval.
- This contract is the complete and exclusive statement of the mutual understanding of the parties and the contract supersedes and cancels all previous written and oral agreements and communications relating to the subject matter of the contract.
- The remedies, in case of a breach of contract, for subcontracts in excess of ten thousand dollars (\$10,000).
- The State of California retains title to any equipment or supplies purchased with state funds and the equipment shall be returned to the CSPP agency upon termination of the contract.
- The contractor shall obtain prior written approval from the CSPP agency and the CDE for any unit of equipment that costs in excess of \$10,000.
- The contractor shall be reimbursed for travel and per diem expenses, as applicable, only at rates that do not exceed the rates paid to the CDE's non-represented employees computed in accordance with California Department of Human Resources regulations, 2 CCR, Division 1, Chapter 3, Subchapter 1.

**Required Subcontract Provisions to be Included in All Proposed
Subcontracts (5 CCR 17802)**

29 The contractor agrees to indemnify and hold harmless the State of California, its officers, agents and employees from any and all claims and losses occurring or resulting to any and all contractors, subcontractors, materialmen, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of the contract, and from any and all claims and losses occurring or resulting to any person, firm or corporation that may be injured or damaged by the contractor in the performance of this contract.

29 The contractor shall maintain records for program review, evaluation, audit and/or other purposes and make the records available to agents of the state for a period of five (5) years. Pursuant to EC 33421, all records shall be retained by each CSCP agency at least five (5) years or where an audit has been requested by a state agency, until the date the audit is resolved, whichever is longer. Claims for reimbursement shall not be paid unless there are documents to support the claims. The contractor has the burden of supporting claims for reimbursement.

29 The provisions of the "Nondiscrimination Clause" included in the prime contract as specified in the 2 CCR 11105 have been included in this contract. (See 2 CCR 11105 Nondiscrimination clause resource document)

29 Funding of the contract is made subject to the appropriation and availability of funds from the state.

29 This contractor is liable for any audit exception caused by, or as a result of, lack of performance as required by the contract.

29 Any work performed by the contractor prior to the date of such approval shall not be used as a claim against the state.

29 All subcontracts, rental agreements and other contractual arrangements should include a termination for convenience clause permitting termination of such agreements without cost to the contractor.

CERTIFICATION: I certify that the information provided above is true and accurate to the best of my knowledge and agree to comply with the subcontract requirements in the annual Contract Terms and Conditions.

Signature and Date of Authorized Representative for CSCP Agency:

X  4/9/2026

Signature and Date of Authorized Representative for Contracting Agency:

X David Johnson 4/9/26



Pacific West Industries, Inc.
1912 W. Business Center Dr.
Orange, CA 92867
Tel 866.328.2129
Fax 714.630.4049

To: City of La Habra
110 E La Habra Blvd
La Habra, CA 90631

Date: 4/2/26
Number: 201LHDDJ26

Payment Terms: Net 30

Reference: Project No. 3-B-26 HVAC Ductwork Replacement @ 215 N Euclid St.
Pacific West Air Conditioning proposes to perform the following:

Scope of Work:

- Complete removal & replacement of all outdoor sheet metal ductwork for (4) RTU units, (1) Exhaust Fan, and (1) Swamp Cooler
- Apply duct sealant to all ductwork joints. All new ductwork shall include R8 insulation liner
- Provide temporary spot coolers inside the space to maintain suitable temperature in the building
- Provide & install all required materials, labor, tools and equipment necessary for removal & replacement
- All work & materials will comply with CA Building Code
- Ensure that roof conditions are adequately protected to avoid voiding roof warranty
- All existing roof duct supports to remain and be protected in place, reconnect to new ductwork
- Provide duct cleaning on all existing ductwork inside the space that shall remain in place
- Startup & test each piece of equipment upon completion of duct replacement
- Provide certified duct leakage and acceptance test report upon completion of replacement & startup
- Provide city permit with City of La Habra

Total Base Price – (Labor, Material and Sales Tax).....\$64,850.00

Additional Items Included in Scope

- All submittals & as-built drawings as required by City
- Any lift or equipment rentals required for working in referenced areas or setting new equipment
- All closeout documents, manuals, TAB report, warranty as required
- Follow all specifications per Invitation to Bid, City Project No. 3-B-26

CA License Number: 792079
DIR Number: 1000002299

Terms and conditions are part hereof

ACCEPTANCE

This proposal is subject to acceptance within 30 days from date of issuance. Pacific West Industries thanks you for the opportunity to be of service. If you should have any questions, please feel free to call on me. My phone number is (866) 328-2129

Respectfully submitted,

ACCEPTANCE: Please sign and return one copy.

Devin Johnson
Project Manager

BY _____

Print _____

DATE _____



CONTROLS EXPERT

Pacific West Industries, Inc.'s General Terms and Conditions

The following terms and conditions apply to any and all sales, provision of equipment, services, goods or products sold by Pacific West Industries, Inc. ("PWI") to the Buyer of the same ("Buyer") unless otherwise specified in a writing signed by both PWI and Buyer. Inconsistent or additional terms in any documents provided by Buyer shall not alter these terms and conditions and shall impose no obligation on PWI.

1. ASSENT TO QUALIFICATIONS. The terms and conditions set forth herein shall supersede and control over any conflicting terms in any Subcontract, Prime Contract, Purchase Order or any other contract documents. Buyer's agreement to the terms and conditions set forth herein shall be evidenced by Buyer's acceptance of PWI's Proposal, Buyer's signature on the Contract or Purchase Order issued to PWI, or by PWI's commencement of work or delivery of any product on the Project, whichever occurs first (the "Agreement").

2. EQUIPMENT SUITABILITY. All equipment is selected and sized by the specifications provided by Buyer and changes in conditions may require change(s) that may increase costs or render the equipment unusable. Statements regarding the suitability or compatibility of any equipment made by PWI's personnel or contained in PWI's documentation are based upon information from material suppliers or public sources and are believed to be accurate. However, this information should be considered only as a general guide. Buyer is ultimately responsible for determining the suitability of the equipment for its use. PWI shall not be bound by any plans and specifications or conditions, existing or otherwise, that have not been presented to or delivered to it, for the purpose of submitting its proposal, nor shall PWI be bound by any city ordinances, State laws or other governmental regulations not in effect at the time of submitting its proposal, or which had become obsolete, and which no longer were enforced by such public body enacting the same.

3. ON-SITE CONSTRUCTION MEETINGS/FULL TIME SUPERINTENDENT/DAILY ACTIVITIES. PWI employees are not onsite on a daily basis. PWI will not be required to attend any jobsite meetings unless specifically asked in writing 72 hours before the meeting commences and only on those occasions where the subject matter of the meeting involves PWI's work on the project. PWI personnel will only be required to attend that portion of the meeting that involves PWI's scope of work. Further, PWI will provide supervision for its work only and will not have a fulltime superintendent for any other purpose, including construction activities and safety. PWI will not be responsible to perform daily activities, including daily reports and cleanup.

4. PERMITS AND LICENSES. Unless otherwise agreed in writing by the parties, Buyer shall secure all licenses and permits, make all cash and other deposits, provide all bonds, and give all notices required either by law, regulation, ordinance, or permit in connection with any Work performed under the Agreement. Buyer agrees to pay, promptly when due, all license fees, assessments, and other taxes or charges (including any interest and penalties), now or hereafter imposed by any governmental body or agency upon any materials, supplies, equipment, or services provided by PWI pursuant to the Agreement.

5. PREVAILING WAGES. Unless otherwise agreed in writing by the parties, Buyer agrees that the Price excludes payment of Prevailing Wages and Buyer acknowledges that it has conducted its own independent investigation of whether the Work is subject to prevailing wage requirements or the requirements of the Davis-Bacon Act. Buyer has not relied upon any statements or representations by PWI with respect to such matters. In the event that PWI is required to pay higher prevailing wages or incur additional costs that PWI did not anticipate, Buyer shall reimburse PWI for all additional costs, including wages, fringes, per diem, liabilities, penalties, sanctions, fines, and attorney's fees incurred in the defense of non-compliance of the payment of Prevailing Wages.

6. WASTE MANAGEMENT SERVICES. The only responsibility of PWI for hazardous or non-hazardous substances, waste, soils, water or debris ("Waste") is to coordinate the pickup of Waste from Buyer's site by Buyer's designated transporter for transport to Buyer's designated treatment, storage and disposal facilities ("TSD"). PWI has no independent discretion with regards to the selection of the TSD or the transporter, and therefore, at no time shall the ownership of the Waste be transferred from Buyer and/or the Waste generator to PWI. Buyer shall, at all times, be solely responsible to obtain, maintain, and pay for any and all permits, licenses and handling fees arising or related to Buyer and/or generator's Waste generation, transportation and disposal.

7. SALE AND INSTALLATION OF EQUIPMENT. In the event of the sale and installation of goods, products and equipment ("Equipment") to Buyer, the following terms apply:

7.1 Delivery: Any and all goods, products and equipment ("Equipment") sold, rented or otherwise provided by PWI are delivered Free On Board at PWI's facility in Anaheim, CA 92807. Availability and/or delivery dates in any Proposal are approximate. Delivery of any item is conditioned upon PWI's prompt receipt of Buyer's specifications, final approved drawings, and any other details essential to the fulfillment of Buyer's order. Upon delivery of Equipment to PWI, PWI shall notify Buyer of its availability and Buyer shall promptly arrange to take delivery of the Equipment by PWI. Any storage of Buyer's Equipment at PWI's business location shall be entirely at Buyer's risk.

7.2 Identification—Risk of Loss and Title: Identification of the "goods" as that term is used in California Commercial Code Section 2501 shall include all Equipment. Identification of the Equipment shall occur at the moment the Agreement, Purchase Order or other instrument regarding the Sale of the Equipment is signed by the parties. Risk of loss of the Equipment shall pass to the Buyer on identification. Title to the Equipment shall remain with PWI until Buyer takes physical possession of the goods.

7.3 Payment Terms: Payments shall be made directly to PWI's office in accordance with the conditions stated in the applicable purchase order.

7.4 Sales tax: Sales tax is not included on the prices quoted for Equipment.

7.5 Work Schedule: All work shall be performed during normal working hours as determined solely in PWI's discretion. PWI will be allowed reasonable time for performance of its work on the basis of regular eight hour working days, and in the event that Buyer requires PWI to perform labor on an overtime basis, then such additional expenses of every kind and character as PWI may incur on account of said overtime labor, shall constitute an additional charge.

7.6 Work Site: Buyer shall prepare the premises to permit free movement and erection of materials providing necessary openings, supports, cutting, public utility patching, and steam services and pay all fees and applicable taxes in accordance with codes and ordinances unless otherwise indicated in the Agreement. The Agreement presumes the existence of suitable conditions for the placement of all equipment, goods, and work required to be installed by PWI and the existence of conditions as per plans. It is also presumed that access shall be granted by Buyer in a method suitable to allow unhindered access to the work area for delivery of all materials and work by all persons required to perform the work herein contemplated. Any variance in the conditions shall require additional payment to be made by Buyer as determined by PWI based upon the conditions encountered and actual and administrative costs incurred.

7.7 Change Orders: No additional work not specified in the Agreement will be performed unless Buyer authorizes it in writing. If Buyer refuses to sign a written work authorization or change order for the extra work, PWI reserves the right to refuse to perform the extra work. Any extra work performed pursuant to a signed change order shall be subject to these terms and conditions.

7.8 Repair of Defects: Notwithstanding any provision in any plans, specifications, general conditions, or other contracts between Buyer and anyone else, PWI shall not be liable for the cost of correcting defects occasioned by the acts or omissions of anyone else to work performed by PWI. Before PWI proceeds with any corrective work to repair such damage, Buyer shall provide PWI with unqualified instructions to proceed with the work upon execution of a change order compensating PWI for such work.

7.9 Disclaimer of Express Warranties: PWI warrants that the goods are as described in this contract, but no other express warranty is made in respect to the goods. If any model or sample was shown to Buyer, that model or sample was used merely to illustrate the general type and quality of the goods and not to represent that the goods would necessarily conform to the model or sample.

7.10 Disclaimer of Implied Warranties/Limited Warranty: *On the condition that the Equipment was operated, and maintained in accordance with PWI's instructions, PWI extends the manufacturer's standard warranties on all new equipment, misuse or abuse excepted, for a total period not to exceed one year from the date of the completion of installation.* PWI guarantees all repaired materials, parts and labor for a period of 90 days from the date of the completion of such repairs. There are no warranties, expressed or implied other than the above unless so noted herein. This limited warranty is void if the Equipment has been subjected to misuse, tampering, neglect, accident, or unauthorized alterations or repairs. This limited warranty is void if the specifications provided by Buyer were not accurate or the actual operating requirements or conditions are different than the information provided to PWI. PWI makes no warranty for any Equipment provided by parties other than PWI.

EXCLUSIONS: THIS LIMITED WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES EXPRESSED OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WHICH ARE EXPRESSLY EXCLUDED OR DISCLAIMED. PWI SHALL NOT BE RESPONSIBLE FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR OTHER DAMAGES (INCLUDING WITHOUT LIMITATION LOSS OF PROFIT, RENT, INTEREST, OVERHEAD, OR ANY OTHER DELAY DAMAGES), WHETHER OR NOT PWI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS, PWI EXPRESSLY EXCLUDES AND DISCLAIMS LIABILITY FOR ANY DAMAGES RESULTING FROM THE USE, OPERATION, IMPROPER APPLICATION, MALFUNCTION OR DEFECT OF ANY EQUIPMENT COVERED BY THIS LIMITED WARRANTY. PWI'S MAXIMUM LIABILITY FOR ANY AND ALL DAMAGES AND LOSSES ARISING FROM ANY MALFUNCTION OF THE EQUIPMENT SHALL NOT EXCEED THE PRICE PAID FOR THE EQUIPMENT AND PWI SHALL NOT BE LIABLE FOR COSTS OF PROCUREMENT OF SUBSTITUTE EQUIPMENT BY BUYER.

PWI's sole responsibility, and Buyer's exclusive remedy for breach of this limited warranty, shall be that at PWI's option, PWI will repair or replace the defective or nonconforming part(s) of the Equipment. However, PWI will not pay for the following items: shipping costs, transportation fees, taxes, certifications or any other item not specifically related to the necessary repair. Any claim based on the foregoing warranty must be submitted to PWI, in writing, within the Warranty Period and Buyer must have operated and maintained the Equipment in accordance with PWI's instructions and/or manual.

This warranty does not extend to any Equipment which has been subjected to abuse, misuse, neglect, involved in an accident, has been repaired or modified without prior written authorization from PWI, or has not been properly used, stored or maintained or used in violation of instructions provided by PWI. PWI shall not be liable for the corrosive or erosive action of liquids and/or gases upon the equipment specified, and no part of such equipment shall be deemed defective by reason of its failure to resist physical or chemical action of such elements or items upon such equipment.

No agent, employee, or representative of PWI has any authority to bind PWI to any affirmation, representation, or warranty concerning the Equipment sold to Buyer. No other express warranty is given and no affirmation of PWI, by words or action, will constitute a warranty. PWI's obligation is limited to the exchange of defective part(s) as specifically provided herein. PWI will not provide any other form of compensation in lieu thereof.

7.11 Indemnity: Buyer shall defend, indemnify, and hold PWI harmless from and against any and all lawsuits, claims, actions, proceedings or damages relating to PWI's services provided to Buyer, and from and against all costs, attorney's fees, expenses, and liabilities incurred in the defense of any such lawsuits, claims, actions, or proceedings. Should any such lawsuits, claims, actions, or proceedings be brought against PWI, Buyer shall, upon written notice from PWI, defend PWI at Buyer's expense by counsel reasonably satisfactory to PWI.

7.12 Asbestos, Mold, and Other Hazardous Materials: In the event that PWI encounters any asbestos product or material, mold, or other hazardous materials in the course of performing its work, PWI shall have the right to immediately discontinue its work, and remove its employees from the project, or that portion of the project wherein such product or materials were encountered, until such time as any hazards connected therewith are abated, encapsulated or removed and/or it is determined to PWI's satisfaction that no hazard exists; further, PWI shall receive an extension of time to complete its work and compensation for delays encountered and any costs incurred as a result. Buyer shall defend, indemnify and hold PWI harmless from any and all lawsuits, claims, actions, proceedings or damages arising from any allegation that PWI's work caused any damage, including but not limited to personal injury or property damage, through the release of any asbestos product or material, mold, or other hazardous materials.

8. GENERAL TERMS: The following terms apply in the event of sale, rental or usage of ("Equipment") by Buyer:

8.1 Design Responsibility: PWI assumes no responsibility for the design on those jobs where PWI prepares working or shop drawings from designs, unless it is affirmatively stated on the Agreement that PWI agrees to do so.

8.2 Termination: PWI may suspend further performance under this Agreement without notice for non-payment by Buyer or failure of Buyer to pay for execute or pay for change orders as provided herein. PWI may suspend further performance under this Agreement upon three days written notice to Buyer. In the event Buyer is in breach of the Agreement for breach other than non-payment or failure to execute and pay for change orders. In the event PWI elects to suspend performance, upon Buyer bringing payments current, issuing proper change orders for extra work, or remedying a breach, PWI shall be entitled to remobilization costs, including profit and overhead. Such costs will equal actual losses sustained by PWI in terminating and restarting work.

8.3 Credit Impairment: If, in PWI's opinion, Buyer's credit becomes impaired, PWI may at its option suspend further performance under this Agreement until it has received full settlement or security for services rendered, and is satisfied as to Buyer's credit for further shipments. If Buyer fails or refuses to make such payment, or give such security, then the full amount due under this Agreement for labor, materials, and Equipment furnished shall immediately become due and payable and PWI shall have the right and the option to terminate this Agreement. In the event that a suspension of this contract is required because of Buyer's doubtful credit, an extension of time fixed for the performance of this Agreement equal to the time of such suspension shall automatically occur and PWI shall be entitled to remobilization costs, including profit and overhead. Such costs will equal actual losses sustained by PWI in suspending and restarting work. If any action is necessary to effect collection of any sums due hereunder, PWI shall be entitled to its costs, including reasonable attorney's fees, in addition to all other damages found to be due hereunder.

8.4 Venue/Choice of Law: Any and all disputes and/or actions arising from any breach of this Agreement shall be brought forth in the Superior Court of State of California in the County of Orange (which shall be deemed a convenient forum) and shall be resolved through the application of California Law. The parties to this Agreement expressly and irrevocably consent and submit to the jurisdiction of the courts of the State of California, County of Orange.

8.5 Interest: Any payment due from Buyer that is not paid when due shall bear interest at the lesser of 1.5% per month (18% per annum), or the maximum allowed by applicable law, from the original due date until paid in full. In addition to the right to collect interest, the failure or delay in any payment due PWI shall give PWI the right to repossess the Equipment and/or terminate any further obligation or performance due from PWI.

8.6 Insurance: no less than three (3) days before the date on which the Equipment is delivered to Buyer, Buyer shall, at its own cost and expense, provide PWI a certificate evidencing the issuance of comprehensive liability, fire, theft and property damage insurance, issued by insurance companies satisfactory to PWI and naming PWI as additional insured. The policy(ies) will be for primary coverage and will have limits of no less than: \$1 million per person, \$1 million per accident and \$1 million for equipment damage. The policy(ies) will provide that the insurer will not cancel or materially modify the insurance except on thirty (30) days' advanced written notice to PWI

Buyer shall also, at its own cost and expense, provide Builder's Risk insurance covering any loss or damage to PWI's work, materials, or equipment. PWI shall receive a share of any proceeds from such insurance sufficient to pay for any loss covered by the policy.

If Buyer fails to procure, maintain, or renew the required insurance, PWI may, but is not obligated to, obtain insurance for Buyer without prejudice to any other rights that PWI may have. PWI agrees to maintain in full force and effect a workman's compensation insurance policy.

8.7 Force Majeure: PWI shall not be liable in damages and has the right to terminate performance if its performance is delayed or prevented by conditions beyond its control including, but not limited to acts of God, Government restriction, wars, insurrections and/or any other cause beyond the reasonable control of PWI. Failure of Buyer to make payments to PWI as required or other causes beyond the reasonable control of PWI shall automatically entitle PWI to reasonable or

necessary extensions of time to complete the work and to an equitable adjustment to the contract price to compensate PWM for all costs and expenses of additional labor, service, equipment or material and extended overhead resulting from any such delay. If any of the materials specified are not readily available, PWM may substitute equally efficient materials or fixtures of generally similar character. In lieu of the equipment, materials or fixtures specified in the Agreement and Buyer shall pay PWM for any differential between the cost of the materials specified and the materials furnished.

8.8 Notices: Any notices required by these terms and conditions or otherwise as may be required by the applicable terms of an applicable purchase order and/or by law shall be made in writing and mailed by certified or registered mail, return receipt requested or delivered by a national overnight express courier service with proof of delivery confirmation to PWM as follows: Pacific West Industries, Inc., 4051 E. La Palma Ave. #A, Anaheim, CA 92807, or to any other address which PWM may otherwise particularly specify in writing, and to Buyer at the address listed on the applicable purchase order or agreement.

8.9 Non-Assignable Interests: Buyer acknowledges that its rights and remedies provided hereunder are personal to Buyer and therefore no agreement, nor any goods or services provided pursuant to these terms and conditions, nor any part or portion may be assigned, sublicensed or otherwise transferred by Buyer to any third party without PWM's prior written consent, except for Equipment purchased and paid for by Buyer. PWM may assign this Agreement or any rights under it at any time without Buyer's consent and without notice to Buyer. In the event of any assignment, PWM's Assignee will have all the rights and remedies of PWM set forth in this Agreement.

8.10 Severability: Should any provision of these terms and conditions or any part of any resulting agreement be held to be void, invalid, unenforceable or illegal by a court, the validity and enforceability of all other provisions will not be affected thereby.

8.11 Waiver: Failure of any party to enforce any provision of this Agreement will not constitute or be construed as a waiver of such provision or of the right to enforce such provision or any future right to enforce such provision.

8.12 Labor Relations: PWM is not signatory to a Project Labor Agreement or Collective Bargaining Agreement and does not agree to become signatory or obligated to any such agreements in the performance of its scope of work or execution of its obligations pursuant to this Agreement. PWM's labor rates are not prevailing wage.

8.13 Time: Time is of the essence in the performance of the obligations under these terms and conditions.

8.14 Dispute Resolution: If a dispute arises out of or relates to this Agreement, the parties first shall endeavor to settle the dispute through direct discussions. If the dispute cannot be settled through direct discussions, the parties shall endeavor to come to resolution via mediation before resorting to litigation. Once one party files a request for mediation with the other contracting party, the parties agree to conclude such mediation within sixty days of filing of the request. The mediator may be selected jointly by the parties or through any dispute resolution organization. Mediation fees, if any, shall be divided equally among the parties involved. If, for any dispute or claim to which this paragraph applies, any party (i) commences an action without first attempting to resolve the matter through mediation, or (ii) before commencement of an action, refuses to mediate after a request has been made, then that party shall not be entitled to recover attorney fees, even if it would otherwise be awarded recovery of the same.

Buyer shall pay PWM all costs and expenses, including attorney's fees, incurred by PWM in exercising any of its rights or remedies hereunder (albeit via arbitration, litigation or other procedures) or enforcing any of the terms, conditions, or provisions hereof including collecting any amount due from Buyer.

8.15 Entire Agreement: This instrument constitutes the entire agreement between PWM and Buyer, and it shall not be amended, altered or changed except by a written agreement signed by the parties hereto.

8.16 Remedies Cumulative: No Waiver; Severability: All remedies of PWM hereunder are cumulative and may, to the extent permitted by law, be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed to be an election of such remedy or to preclude the exercise of any other remedy. No failure on the part of the PWM to exercise and no delay in exercising, any right or remedy, hereby shall operate as a waiver thereof, nor shall any single or partial exercise by PWM of any right or remedy hereunder preclude any other or further exercise thereof or the exercise of any other right or remedy. If any term or provision of this Agreement is found invalid, it shall not affect the validity and enforcement of all remaining terms and provisions. This Agreement contains all of the agreements, understandings, representations, conditions, warranties, and covenants made between the parties concerning this distributorship and supersedes and replaces all prior negotiations and proposed agreements. Each of the parties hereto acknowledges that no other party, or any agent, representative or attorney of any other party, has made any promise, agreement, covenant, representation or warranty whatsoever, express or implied, concerning the subject matter of this Agreement that is not contained in this Agreement. Neither party shall be liable for any representations made that are not set forth in this Agreement, and all modifications and amendments to this Agreement must be in writing. This Agreement may not be modified except in a writing signed by the parties. This Agreement may not be modified by an oral agreement, even if supported by new consideration

BID 2



GK LUX GROUP HVAC, INC.
6618 San Fernando Rd, Glendale, CA 91201
Phone - 747-273-4243
Email: gkluxgroup@gmail.com

Contractor's License - #1072851
C20 - Heating, ventilation, and air
conditioning (HVAC)
DIR # 1001020491

Bid Proposal

PROJECT NAME: HVAC Ductwork Replacement
BID DATE: April 6, 2026

The proposal amount below includes the complete removal and replacement of all outdoor sheet metal ductwork for (4) RTU units, (1) Exhaust Fan, and (1) Swamp Cooler, Temporary ACs, Duct Cleaning, Permits, Testing and other additional requirements listed in the Bid Documents.

Proposal Amount: \$65,450

BID 3



714 / 352-2228 Voice
714 / 352-2221 Fax
265 McCormick Avenue
Costa Mesa, California
92626-3908

April 6, 2026

Danny Gonzalez
Civil Engineer
City of La Habra

Reference: 215 N. Euclid Ave.

Subject: Rooftop Ductwork Replacement

Dear Danny:

ACCO Engineered Systems is pleased to offer our proposal to remove and replace all rooftop ductwork, clean existing ductwork, and perform duct leakage testing at the above referenced location. Our proposal includes all labor and materials as outlined in the scope below.

Scope of Work:

Mechanical:

1. Work to be completed during normal working hours.
2. Field detail ductwork.
3. Fab new ductwork in ACCO shop.
4. Deliver lined (2" lining) ductwork to jobsite.
5. Safe off equipment.
6. Disconnect and demo ductwork.
7. Rig demo'd equipment/material off roof and dispose of offsite.
8. Perform duct cleaning of existing ductwork.
9. Rig new material onto roof.
10. Install new ductwork on existing supports.
11. Perform duct leakage test.
12. Install new sheet metal pad covers.
13. Start-up equipment and verify proper operation/ no air leaks.

Pricing:

Base Bid.....\$ **79,831.00**

Add: Ductwork serving classrooms to be replaced on OT.....\$ 4,850.00
 Add: (1) 1.5 ton spot cooler (initial unit).....\$ 1,057.00
 Add: (1) 1.5 ton spot cooler (After initial unit).....\$ 777.00

Clarifications

1. Temp spot cooler is not included in the base bid due to the RFI response of "This will be accessed in the field".
2. The add of the spot cooler is just for one.
3. Our TAB techs are ATTCP certified and will perform the duct leakage test.

Exclusions

1. New A/C units or repairs to existing.
2. New Title-24 calculations or heat load sizing calculations.
3. Structural upgrades.
4. Certified air balance.
5. Any roof work.

6. Any painting.
7. New supports (re-use existing per job walk on 1/20).
8. Holiday work.
9. Curb caps over existing AC unit curbs

Terms and Conditions

Warranties

- ACCO agrees to provide the owner with all manufacturers product warranties, which shall not be less than one year from date of completion. Warranties do not include preventive maintenance services.

Acceptance of Completed Work

- This date shall be deemed to be 30 consecutive days after the completion of the installation. Permits and final inspection must also be finalized within the 30 days of use.

Payment terms

- Progress payments to be submitted monthly per schedule of values.
- **Due to current volatility in the commodities market, materials such as Copper, Steel, and PVC cannot be held for over 30 days. Material pricing associated with this bid is valid at the time of bid only. Changes in material pricing after the day of bid will be adjusted and presented at the time of billing. Billing may be required for stored equipment and / or materials.**
- Payment and Performance Bond will be provided at a billing rate of 1.0% of the full contract amount if required. This may only include ACCO subcontractors if desired at a reduced cost.

Installation Period and Completion

- ACCO agrees to start the work after receiving a contract signed by the owner or its authorized representative. The owner agrees not to unreasonably withhold access or utilities during the installation.

Insurance

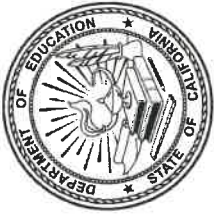
- ACCO agrees to provide and keep in force during the installation and warranty period insurance coverage in the amounts defined herein for ACCO workmanship and liabilities related to this work. Commercial General Liability Aggregate \$2,000,000 Automobile Liability \$1,000,000 and Worker's Compensation and employers' Liability, Per Statutory Requirements.

Thank you for allowing ACCO the opportunity to provide you with this proposal. Should you have any questions or require additional information, please feel free to contact us.

Sincerely,

Steve Kaupang
Project Manager
ACCO Engineered Systems

Cc: Ehtaz Haq, Project Engineer
Cole Bunker, Project Engineer



**CALIFORNIA DEPARTMENT
OF EDUCATION**

TOM TORLAKSON
STATE SUPERINTENDENT OF
PUBLIC INSTRUCTION

1430 N STREET, SACRAMENTO, CA 95814-5901 • 916-319-0800 • WWW.CDE.CA.GOV

April 27, 2026

Johanna Perez, Program Director
City of La Habra
110 East La Habra Blvd
Orange, CA 90631

Dear Ms. Perez:

Subject: Subcontractor Agreement Fiscal Year 25-26

The California Department of Education (CDE), Early Education Division (EED), is in receipt of your request dated April 15, 2026, seeking approval to subcontract a portion of your California State Preschool Program (CSPP) funds to contract with Pacific West.

Per the California Code of Regulation, Title 5 (5 CCR) 17797, a written subcontract is required for all service agreements except the following types of service agreements; (1) Employment agreements, (2) Facility rental or lease agreements, (3) Payment arrangements with family child care homes, (4) Medical or dental service agreements, (5) Bookkeeping/auditing agreements, except for section 17798; (6) Food services agreements, (7) Janitorial and ground keeping agreements; (8) a subcontract with a public agency; and (9) Subcontracts with an individual for less than \$10,000.00.

Terms Effective: May 19, 2026 – June 8, 2026

The subcontractor service agreement between City of La Habra and Pacific West has been approved by CDE.

If you have any questions or need further assistance, please do not hesitate to contact me by phone at (916) 858-9689, or by email at YThao@cde.ca.gov.

Sincerely,

Yer Thao, Child Development Consultant
Program Quality Implementation Office
Early Education Division