BOARD OF EDUCATION DOWNEY UNIFIED SCHOOL DISTRICT



Construction Related & Small Project Agreements

May 11, 2021 - REGULAR MEETING

PACE TRAINING CENTER

9625 Van Ruiten Street

Bellflower, California 90706



AGREEMENT FOR CONSTRUCTION SERVICES (SMALL PROJECTS)

AGREEMENT NUMBER _202021-337_

	PURCHASE ORDER NUMBER PO2W-210000001534
20	IS CONTRACT is made and entered into this 23rd day of April, by and between M&R Painting and Decorating, Inc ("Contractor") and bwney Unified School District ("District") ("Contract").
1.	The Contractor shall furnish to the District for a total price of: Four Thousand, Nine Hundred Eighty-five and 00/100 Dollars (\$ 4,985.00 ("Contract Price"), the following services ("Services" or "Work"): Exterior painting of north side high stucco walls and wood trim in cafeteria building.
	Painting of fascia, stucco wall and paint. 4ft. wainscoting on lower stucco wall.
۷.	Contractor shall perform the Work at Columbus High School
	Located at 12330 Woodruff Ave, Downey, CA 90241
,	("Site"). The Project is the scope of Work performed at the Site.
5.	Work shall begin on $\phantom{000000000000000000000000000000000000$
4.	Contractor agrees that if the Work is not completed within the Contract Time and/or pursuant to the completion schedule, construction schedule, or project milestones developed pursuant to provisions of the Contract, it is understood, acknowledged, and agreed that the District will suffer damage which is not capable of being calculated. Pursuant to Government Code section 53069.85, Contractor shall pay to the District, as fixed and liquidated damages for these incalculable damages, the sum of :
5.	This Contract incorporates by this reference the Terms and Conditions attached hereto. Contractor, by executing this Contract, agrees to comply with all the Terms and Conditions.

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Notice to Bidders Asbestos & Other Hazardous Instructions to Bidders Materials Certification Bid Form and Proposal Lead-Product(s) Certification Roofing Project Certification		
✓ Noncollusion Declaration ✓ Registered Subcontractor List ✓ Iran Contracting Act Certification ✓ Insurance Certificates and Endorsements ✓ Notice to Proceed — Performance Bond ✓ Prevailing Wage Certification — Payment Bond ✓ Workers' Compensation — Specifications Certification — Plans ✓ Criminal Background Investigation ✓ Exhibit "A" ("Scope of Work") ✓ Drug-Free Workplace Certification — [Other] ✓ Tobacco-Free Environment — [Other]		
7. Contractor shall not commence the Work under this Contract until the Contractor has submitted and the District has approved the performance bond (if required), payme (labor and material) bond (if required), the certificate(s) and the endorsement(s) of insurance required under the Terms and Conditions and the District has issued a No to Proceed.	nt	
8. Payment for the Work shall be made in accordance with the Terms and Conditions.		
The Design Professional In General Responsible Charge for the Project is ("Architect"), the construction manager on the Project is ("Construction Manager"), and the project inspector on the Project is Craig Karli ("Project Inspector"). Contractor hereby acknowledges that the Architect, the Construction Manager, the Project Inspector, and the Division of the State Architect have authority to approve and/or suspend Work if the Contractor's Work does not comply with the requirements of the Contract Documents, Title 24 of the California Code of Regulations, and all applicable laws. No work shall be carried on except with the knowledge and under the inspection of said Project Inspector. Project Inspector shall have free access to any or all parts of work at any time. Contractor shall furnish Project Inspector reasonable opportunities for obtaining such information as may be necessary to keep Project Inspector fully informed respecting progress, manner of work, and character of materials. The Contractor shall be liable for any delay caused by its non-compliant Work or its failure to provide proper notification for inspection.		
10. Inspection and acceptance of the Work shall be performed by Craig Karli of the Department of the District.		



11. Any notice required or permitted to be given under this Contract shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile or email, addressed as follows:

District

Contractor

Downey Unified School District
ATTN: Darren Purseglove
[ADDRESS] 11627 Brookshire Avenue
Downey, CA 90241
[FAX] (562) 469-6536
[EMAIL] dpurseglove@dusd.net

Name: M&R Painting and Decorating, Inc.
ATTN: Maximiliano R. Hemandez

[ADDRESS] 3576 Dartmouth Lane
Rowland Heights, CA 91748

[FAX] [EMAIL] n 562-691-7519

maxromelh@yahoo.com

Any notice personally given or sent by facsimile or email shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

- 12. Contractor shall guarantee all labor and material used in the performance of this Contract for a period of one (1) year from the date of the District's written approval of the Work.
- 13. Each party has the full power and authority to enter into and perform this Contract, and the person signing this Contract on behalf of each party has been properly authority and empowered to enter into this Contract.
- 14. By signing this Contract, Contractor certifies, under penalty of perjury, that all the information provided in the Contract Documents is true, complete, and correct.

ACCEPTED AND AGREED on the date indicated below:

	Dated:	, 20	Dated:	4/13 , 20 <u>21</u>
	Downey Uni	fied School District	Contractor:	M&R Painting and Decorating, Inc.
	Signature: \(\)	Moon Choop	Signature:	M. Houldeman
	Print Name:	Christina Aragon	Print Name:	
ax B	Print Title: _	Associate Superintendent	Print Title: _	President
	Address:	11627 Brookshire Avenue	License No.:	776547
		Downey CA. 90241		No.:1000025147
	Telephone:	(562) 469-6533	Address: 3576	Dartmouth Lane Rowland Heights, CA 9174
	Facsimile: _	(562) 469-6536	Telephone:	562-691-1848
	E-Mail:	djimenez@dusd.net	Facsimile: _	562-691-7519
			E-Mail:	maxromelh@yahoo.com



Information regarding Contractor:

Type of Business Entity:		
Individual		
Sole Proprietorship		
Partnership		
Limited Partnership		
✓ Corporation, State:	CALIFORNIA	
Limited Liability Company		
Other:		

33-0869390 Employer Identification and/or Social Security Number

NOTE: Section 6041 of the Internal Revenue Code (26 U.S.C. 6041) and Section 1.6041-1 of Title 26 of the Code of Federal Regulations (26 C.F.R. 1.6041-1) requires the recipients of \$600.00 or more to furnish their taxpayer information to the payer. In order to comply with these requirements, the District requires the Contractor to furnish the information requested in this section.



TERMS AND CONDITIONS TO CONTRACT

- NOTICE TO PROCEED: District shall provide a Notice to Proceed to Contractor pursuant to the Contract at which time Contractor shall proceed with the Work.
- STANDARD OF CARE: Contractor shall perform, diligently prosecute and complete the Work in a good and workmanlike manner within the Contract Time, and in strict conformity with all Contract Documents.
- 3. **SITE EXAMINATION:** Contractor has examined the Site and certifies that it accepts all measurements, specifications and conditions affecting the Work to be performed at the Site. By submitting its quote, Contractor warrants that it has made all Site examination(s) that it deems necessary as to the condition of the Site, its accessibility for materials, workers and utilities, and Contractor's ability to protect existing surface and subsurface improvements. No claim for allowance of time or money will be allowed as to any other undiscovered condition on the Site.
- 4. PERMITS, LICENSES AND REGISTRATION: Contractor and all of its employees, agents, and subcontractors shall secure and maintain in force, at Contractor's sole cost and expense, all licenses, registration and permits as are required by law, in connection with the furnishing of materials, supplies, or services herein listed.
- 5. **PROJECT INSPECTION CARD:** Contractor shall verify that forms DSA 152 Project Inspection Card (or current version) are issued for the Project prior to commencement of construction.
- 6. **NOTIFICATION:** Contractor shall notify the Architect and Project Inspector, in writing, of the commencement and completion of construction of each and every aspect of the work at least 48 hours in advance by submitting form DSA 156 (or current version) to the Project Inspector. Forms are available on the DSA's website at: http://www.dgs.ca.gov/dsa/Forms.aspx.
- 7. **LABOR, MATERIALS AND EQUIPMENT:** Contractor shall furnish all tools, equipment, apparatus, facilities, transportation, labor, and material necessary to furnish the services herein described, the services to be performed at such times and places as directed by and subject to the approval of the authorized District representative indicated in the Work specifications attached hereto. Unless otherwise specified, all materials shall be new and previously unused, and of the manufacturer's latest model or the best of their respective kinds and grades as noted or specified, and workmanship shall be of good quality.
- 8. **SUBSTITUTIONS:** No substitutions of material from those specified in the Work Specifications shall be made without the prior written approval of the District. Contractor shall be responsible for any re-design costs occasioned by District's acceptance and/or approval of any substitute, as well as any costs that the District incurs for professional services, including DSA fees. District may deduct those costs from any amounts owing to Contractor for the review of the request for substitution, even if the request for substitution is not approved. Contractor shall, in the event that a substitute is less costly than that specified, credit the District with one-hundred percent (100%) of the net difference between the substitute and the originally specified material.
- 9. INDEPENDENT CONTRACTOR STATUS: While engaged in carrying out the Services of this Contract, the Contractor is an independent contractor, and not an officer, employee, agent, partner, or joint venture of the District. Contractor shall be solely responsible for its own Workers' Compensation insurance, taxes, and other similar charges or obligations. Contractor shall be liable for its own actions, including its negligence or gross negligence, and shall be liable for the acts, omissions, or errors of its agents or employees.
- 10. **CONTRACTOR SUPERVISION:** Contractor shall provide competent supervision of personnel employed on the job Site, use of equipment, and quality of workmanship.
- WORKERS: Contractor shall at all times enforce strict discipline and good order among its employees and the employees of its subcontractors and shall not employ or work any unfit person or anyone not skilled in work assigned to him or her. Any person in the employ of the Contractor or a subcontractor whom the District may deem incompetent or unfit shall be dismissed from the Site and shall not again be employed at Site without written consent from the District.
- 12. **SUBCONTRACTORS:** Subcontractors, if any, engaged by the Contractor for any Service or Work under this Contract shall be subject to the approval of the District. Contractor agrees to



bind every subcontractor by the terms of the Contract as far as such terms are applicable to subcontractor's work, including, without limitation, all registration, indemnification, insurance, bond, and warranty requirements. If Contractor shall subcontract any part of this Contract, Contractor shall be fully responsible to the District for acts and omissions of its subcontractor and of persons either directly or indirectly employed by itself. Nothing contained in the Contract Documents shall create any contractual relations between any subcontractor and the District.

- 13. SAFETY AND SECURITY: Contractor is responsible for maintaining safety in the performance of this Contract. Contractor shall be responsible to ascertain from the District the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.
- 14. **TRENCH SHORING:** If this Contract is in excess of \$25,000 and is for the excavation of any trench deeper than five (5) feet, Contractor must submit and obtain District acceptance, in advance of excavation, of a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If the plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer.
- EXCAVATIONS OVER FOUR FEET: If this Contract includes excavations over four (4) feet, 15. Contractor shall promptly, and before the following conditions are disturbed, notify the District, in writing, of any: (1) Material that the Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law; (2) Subsurface or latent physical conditions at the site differing from those indicated; or (3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract. The District shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the Work shall issue a change order under the procedures described in the Contract. In the event that a dispute arises between the District and the Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the work, the Contractor shall not be excused from any scheduled completion date provided for by the contract, but shall proceed with all Work to be performed under the contract. The Contractor shall retain any and all rights provided either by Contract or by law which pertain to the resolution of disputes and protests between the contracting parties.
- 16. **LEAD-BASED PAINT:** Pursuant to the Lead-Safe Schools Protection Act (Education Code section 32240 et seq.) and other applicable law, no lead-based paint, lead plumbing and solders, or other potential sources of lead contamination shall be utilized on this Project, and only trained and state-certified contractors, inspectors and workers shall undertake any action to abate existing risk factors for lead. Pursuant to the Renovation, Repair and Painting Rule (title 40 of the Code of Federal Regulations part 745 (40 CFR 745)), all contractors who disturb lead-based paint in a six-square-foot area or greater indoors or a 20-square-foot area or greater outdoors must be trained by an EPA-accredited provider and certified by the EPA. Contractor must execute the Lead-Based Paint Certification, if applicable.
- 17. **STORM WATER PERMIT FOR CONSTRUCTION ACTIVITY:** Contractor shall comply with any Storm Water Pollution Prevention Plan ("SWPPP") that is approved by the District and applicable to the Project, at no additional cost to the District.
- 18. CLEAN UP: Debris shall be removed from the Site. The Site shall be in order at all times when work is not actually being performed and shall be maintained in a reasonably clean condition.
- 19. **PROTECTION OF WORK AND PROPERTY:** Contractor shall erect and properly maintain at all times, as required by conditions and progress of the Work, all necessary safeguards, signs, barriers, lights, and security persons for protection of workers and the public, and shall post danger signs warning against hazards created by the Work. In an emergency affecting life and safety of life or of Work or of adjoining property, Contractor, without special instruction or authorization from District, is permitted to act at his discretion to prevent such threatened loss or injury.



- 20. FORCE MAJEURE: The Contractor shall be excused from performance hereunder during the time and to the extent that it is prevented from obtaining delivery, or performing by act of God, fire, strike, loss, or shortage of transportation facilities, lock-out, commandeering of materials, products, plants, or facilities by the government, when satisfactory evidence thereof is presented to the District, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the Contractor.
- 21. **CORRECTION OF ERRORS:** Contractor shall perform, at its own cost and expense and without reimbursement from the District, any work necessary to correct errors or omissions that are caused by the Contractor's failure to comply with the approved plans and specifications and the standard of care required herein.
- 22. DISTRICT'S RIGHT TO PERFORM WORK: If the Contractor should neglect to prosecute the Work properly or fail to perform any provisions of this Contract, the District, after FORTY-EIGHT (48) hours' written notice to the Contractor, may make good such deficiencies, without prejudice to any other remedy it may have, including but not limited to the District hiring its own forces or another contractor to replace the Contractor's nonconforming Work, in which case the District shall either issue a deductive Change Order, a Construction Change Directive, or invoice the Contractor for the cost of that work. Contractor shall pay any invoices within thirty (30) days of receipt of same or District may withhold those amounts from payment(s) otherwise due to Contractor.
- 23. ACCESS TO WORK: District representatives, Architect, and Project Inspector shall at all times have access to the Work wherever it is in preparation or in progress. Contractor shall provide safe and proper facilities for such access.
- 24. OCCUPANCY: District reserves the right to occupy buildings at any time before formal Contract completion and such occupancy shall not constitute final acceptance or approval of any part of the Work covered by this Contract, nor shall such occupancy extend the date specified for completion of the Work.
- PAYMENT: On a monthly basis, Contractor shall submit an application for payment based upon 25. the estimated value for materials delivered or services performed under the Contract as of the date of submission ("Application for Payment"). Within thirty (30) days after District's approval of the Application for Payment, Contractor shall be paid a sum equal to ninety-five percent (95%) of the value of the Work performed (as verified by Architect and Inspector and certified by Contractor) up to the last day of the previous month, less the aggregate of previous payments and amount to be withheld. The District may withhold or deduct from any payment an amount necessary to protect the District from loss because of: (1) liquidated damages which have accrued as of the date of the application for payment; (2) any sums expended by the District in performing any of Contractor's obligations under the Contract which Contractor has failed to perform or has performed inadequately; (3) defective Work not remedied; (4) stop payment notices as allowed by state law; (5) reasonable doubt that the Work can be completed for the unpaid balance of the Total Contract price or by the scheduled completion date; (6) unsatisfactory prosecution of the Work by Contractor; (7) unauthorized deviations from the Contract; (8) failure of the Contractor to maintain or submit on a timely basis proper and sufficient documentation as required by the Contract or by District during the prosecution of the Work; (9) erroneous or false estimates by the Contractor of the value of the Work performed; (10) any sums representing expenses, losses, or damages, as determined by the District, incurred by the District for which Contractor is liable under the Contract; and (11) any other sums which the District is entitled to recover from Contractor under the terms of the Contract or pursuant to state law, including section 1727 of the California Labor Code. The failure by the District to deduct any of these sums from a progress payment shall not constitute a waiver of the District's right to such sums. The District shall retain five percent (5%) from all amounts owing as retention. Retention shall be paid pursuant to Public Contract Code sections 7107, 7200 and 7201.
- 26. CHANGE IN SCOPE OF WORK: Any change in the scope of the Work, method of performance, nature of materials or price thereof, or any other matter materially affecting the performance or nature of the Work shall not be paid for or accepted unless such change, addition, or deletion is approved in advance and in writing by a valid change order executed by the District. Contractor specifically understands, acknowledges, and agrees that the District shall have the



right to request any alterations, deviations, reductions, or additions to the Project or Work, and the cost thereof shall be added to or deducted from the amount of the Contract Price by fair and reasonable valuations. Contractor also agrees to provide the District with all information requested to substantiate the cost of the change order and to inform the District whether the Work will be done by the Contractor or a subcontractor. In addition to any other information requested, Contractor shall submit, prior to approval of the change order, its request for a time extension (if any), as well as all information necessary to substantiate its belief that such change will delay the completion of the Work. If Contractor fails to submit its request for a time extension or the necessary supporting information, it shall be deemed to have waived its right to request such extension.

27. INDEMNIFICATION:

- 27.1 To the furthest extent permitted by California law, Contractor shall indemnify and hold harmless the District, its agents, representatives, officers, consultants, employees, and volunteers (the "Indemnified Parties") from any and all demands, damages, injuries, losses, expenses, liabilities, claims, suits, and actions (the "claims") of any kind, nature, and description, including, but not limited to, attorneys' fees and costs, directly or indirectly arising from, arising out of, connected with, or resulting from, in whole or in part, the performance of this Contract unless the claims are caused wholly by the sole or active negligence or willful misconduct of the Indemnified Parties and/or defects in design furnished by the Architect, as found by a court or arbitrator of competent jurisdiction, in which case the Contractor's indemnification and hold harmless obligation shall be reduced by the proportion of the Indemnitees' and/or Architect's liability.
- 27.2 Contractor shall also, to the furthest extent permitted by California law, defend the Indemnified Parties at Contractor's own expense, including attorneys' fees and costs, from any and all claims directly or indirectly arising from, arising out of, connected with, or resulting from the performance of this Contract unless the claims are caused wholly by the sole or active negligence or willful misconduct of the Indemnified Parties and/or defects in design furnished by the Architect, as found by a court or arbitrator of competent jurisdiction, in which case the Contractor's defense obligation shall be reduced by the proportion of the Indemnitees' and/or Architect's liability. The District shall have the right to accept or reject any legal representation that Contractor proposes to defend the District.
- 27.3 Pursuant to Public Contract Code section 9201, the District shall provide timely notification to Contractor of the receipt of any third-party claim relating to this Contract. The District shall be entitled to recover its reasonable costs incurred in providing said notification.
- 27.4 If the Indemnitees provide their own defense due to failure to timely respond to tender of defense, rejection of tender of defense, or conflict of interest of proposed counsel, Contractor shall reimburse Indemnitees for any expenditures, including reasonable attorney's fees and costs.
- 27.5 The District may retain so much of the moneys due the Contractor as shall be considered necessary, until disposition of any such suit, claims or actions for damages or until the District has received written agreement from the Contractor that it will unconditionally defend the Indemnified Parties, and pay any damages due by reason of settlement or judgment.
- 27.6 The Contractor's defense and indemnification obligations hereunder shall survive the completion of Work, including the warranty/guarantee period, and/or the termination of the Contract.
- 28. **PAYMENT BOND AND PERFORMANCE BOND:** Contractor shall not commence the Work until it has provided to the District, in a form acceptable to the District, a Payment (Labor and Material) Bond and a Performance Bond (if required), each in an amount equivalent to one hundred percent (100%) of the Contract Price issued by a surety admitted to issue bonds in the State of California and otherwise acceptable to the District.



29. CONTRACTOR'S INSURANCE:

29.1 The Contractor shall procure and maintain at all times it performs any portion of the Services the following insurance with minimum limits equal to the amount indicated below.

Type of Coverage	Minimum Requirement
Commercial General Liability Insurance, including Bodily Injury,	
Personal Injury, Property Damage, Advertising Injury, and Medical	1
Payments	1
Each Occurrence	\$ <u>1</u> ,000,000
General Aggregate	\$ 2,000,000
Automobile Liability Insurance - Any Auto	No. 10 Acres
Each Occurrence	\$ 1,000,000
General Aggregate	\$ 1,000,000
Workers' Compensation	Statutory Limits
Employer's Liability	\$ 1,000,000

- 29.1.1 Commercial General Liability and Automobile Liability Insurance.

 Commercial General Liability Insurance and Any Auto Automobile Liability Insurance that shall protect the Contractor, the District, and the State from all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising performing any portion of the Services. (Form CG 0001 and CA 0001, or forms substantially similar, if approved by the District.)
- 29.1.2 Workers' Compensation and Employers' Liability Insurance. Workers' Compensation Insurance and Employers' Liability Insurance for all of its employees performing any portion of the Services. In accordance with provisions of section 3700 of the California Labor Code, the Contractor shall be required to secure workers' compensation coverage for its employees. If any class of employee or employees engaged in performing any portion of the Services under this Contract are not protected under the Workers' Compensation Statute, adequate insurance coverage for the protection of any employee(s) not otherwise protected must be obtained before any of those employee(s) commence performing any portion of the Services.
- 29.2 **Proof of Insurance**. The Contractor shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverage have been delivered in duplicate to the District and approved by the District. Certificates and insurance policies shall include the following:
 - 29.2.1 A clause stating: "This policy shall not be canceled until notice has been mailed to the District, stating date of cancellation. Date of cancellation shall not be less than thirty (30) days after date of mailing notice."
 - 29.2.2 Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation notice will be sent, and length of notice period.
 - 29.2.3 An endorsement stating that the District and its Governing Board, agents, representatives, employees, trustees, officers, consultants, and volunteers are named additional insured under all policies except Workers' Compensation Insurance, and Employers' Liability Insurance. An endorsement shall also state that Contractor's insurance policies shall be primary to any insurance or self-insurance maintained by District. An endorsement shall also state that there shall be a waiver of any subrogation.
 - 29.2.4 All policies except the Workers' Compensation Insurance, and Employers' Liability Insurance Policies shall be written on an occurrence form.



- 29.3 **Acceptability of Insurers**. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the District.
- 30. **WARRANTY/QUALITY:** Unless a longer warranty is called for elsewhere in the Contract Documents, the Contractor, manufacturer, or their assigned agents shall guarantee the workmanship, product or service performed against defective workmanship, defects or failures of materials for a minimum period of one (1) year from filing the Notice of Completion with the county in which the Site is located. All workmanship and merchandise must be warranted to be in compliance with applicable California energy, conservation, environmental, and educational standards.
- 31. **CONFIDENTIALITY:** The Contractor shall maintain the confidentiality of all information, documents, programs, procedures, and all other items that Contractor encounters while performing the Contractor's Work to the extent allowed by law. This requirement shall be ongoing and shall survive the expiration or termination of this Contract and specifically includes all student, parent, and disciplinary information.
- 32. **LIMITATION OF DISTRICT LIABILITY:** District's financial obligations under this Contract shall be limited to the payment of the compensation provided in this Contract. Notwithstanding any other provision of this Contract, in no event shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Contract for the services performed in connection with this Contract.
- 33. **COMPLIANCE WITH LAWS:** Contractor shall give all notices and comply with all laws, ordinance, rules and regulations bearing on conduct of the Work as indicated or specified. If Contractor observes that any of the Work required by this Contract is at variance with any such laws, ordinance, rules or regulations, Contractor shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Work shall be made and this Contract shall be appropriately amended in writing, or this Contract shall be terminated effective upon Contractor's receipt of a written termination notice from the District. If Contractor performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Contractor shall bear all costs arising therefrom.
- 34. **LABOR CODE REQUIREMENTS:** The Contractor shall comply with all applicable provisions of the California Labor Code, Division 3, Part 7, Chapter 1, Articles 1 5, including, without limitation, the payment of the general prevailing per diem wage rates for public work projects of more than one thousand dollars (\$1,000). Copies of the prevailing rate of per diem wages are on file with the District or available online at http://www.dir.ca.gov/. In addition, the Contractor and each subcontractor shall comply with Chapter 1 of Division 2, Part 7 of the California Labor Code, beginning with Section 1720, and including Section 1735, 1777.5 and 1777.6, forbidding discrimination, and Sections 1776, 1777.5 and 1777.6 concerning the employment of apprentices by Contractor or subcontractors. Willful failure to comply may result in penalties, including loss of the right to bid on or receive public works contracts.
 - 34.1 **Registration**: Contractor and its subcontractor(s) shall be registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 and in accordance with Labor Code section 1771.1.
 - 34.2 Registered Subcontractor List: Within 30 days of the award of contract or prior to commencing the Work under this Contract, whichever occurs first, Contractor shall provide District all information required by Labor Code section 1773.3, as amended by Stats. 2017, Ch. 28, Sec. 21, for Company and all tiers of Subcontractors to enable District to provide notice to the Department of Industrial Relations (DIR) of the Contract (PWC-100 form). Contractor shall submit and maintain an updated Registered Subcontractor List including all Subcontractors of any tier furnishing labor, material, or equipment to the Project.
 - 34.3 **Certified Payroll Records**: Contractor and its subcontractor(s) shall upload certified payroll records ("CPR") electronically using California Department of Industrial Relations' (DIR) eCPR System by uploading the CPRs by electronic XML file or entering each record manually using the DIR's iform (or current form) online on a weekly basis and within ten (10) days of any request by the District or Labor Commissioner at



http://www.dir.ca.gov/Public-Works/Certified-Payroll-Reporting.html or current application and URL, showing the name, address, social security number, work classification, straight time, and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the Contractor and/or each subcontractor in connection with the Work.

- 34.4 **Labor Compliance**: Contractor shall perform the Work of the Project while complying with all the applicable regulations, including section 16000, et seq., of Title 8 of the California Code of Regulations and is subject to labor compliance monitoring and enforcement by the Department of Industrial Relations.
- 35. **ANTI-DISCRIMINATION:** Contractor herein agrees to comply with the provisions of the California Fair Employment and Housing Act as set forth in part 2.8 of division 3 of the California Government Code, commencing at section 12900; the Federal Civil Rights Act of 1964, as set forth in Public Law 88-352, and all amendments thereto; Executive Order 11246; and all administrative rules and regulations found to be applicable to Contractor and all of its subcontractors. In addition, the Contractor agrees to require like compliance by all its subcontractor(s).
- 36. **ANTI-TRUST CLAIM:** Contractor and its subcontractor(s) agree to assign to the District all rights, title, and interest in and to all causes of action they may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the Contract or a subcontract. This assignment shall be made and become effective at the time the District tenders final payment to the Contractor, without further acknowledgment by the parties.
- 37. CONTRACTOR CLAIMS: In the event of any demand by Contractor for (A) a time extension, including, without limitation, for relief from damages or penalties for delay assessed by the District under the Contract, (B) payment by the District of money or damages arising from work done by, or on behalf of, the Contractor pursuant to the Contract and payment of which is not otherwise expressly provided for or to which Contractor is not otherwise entitled to, or (C) an amount of payment disputed by the District, the parties shall attempt to resolve the dispute by those procedures set forth in Public Contract Code section 9204 and/or Article 1.5 (commencing with section 20104) of Chapter 1, Part, 3, Division 2, of the Public Contract Code, if applicable, the provisions of which are each attached hereto and incorporated herein by this reference. If a claim, or any portion thereof, remains in dispute upon satisfaction of all applicable dispute resolution requirements, the Contractor shall comply with all claims presentation requirements as provided in Chapter 1 (commencing with section 900) and Chapter 2 (commencing with section 910) of Part 3 of Division 3.6 of Title 1 of Government Code as a condition precedent to the Contractor's right to bring a civil action against the District. For purposes of those provisions, the running of the time within which a claim must be presented to the District shall be tolled from the time the Contractor submits its written claim until the time the claim is denied, including any time utilized by any applicable meet and confer process. Pending resolution of the dispute, Contractor and its subcontractors shall continue to perform the Work under the Contract and shall not cause a delay of the Work during any dispute, claim, negotiation, mediation, or arbitration proceeding, except by written agreement of the District.
- 38. ATTORNEY FEES/COSTS: Should litigation be necessary to enforce any terms or provisions of this Contract, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.
- 39. **TERMINATION:** If Contractor fails to perform the Services and Contractor's duties to the satisfaction of the District, or if Contractor fails to fulfill in a timely and professional manner Contractor's obligations under this Contract, or if Contractor violates any of the terms or provisions of this Contract, District shall have the right to terminate this Contract effective immediately upon the District giving written notice thereof to the Contractor. The Contractor and its performance bond surety, if any, shall be liable for all damages caused to the District by reason of the Contractor's failure to perform and complete the Contract. District shall also have the right in its sole discretion to terminate the Contract for its own convenience upon District giving three (3) days' written notice thereof to the Contractor. In case of a termination for convenience, Contractor shall be paid for the actual cost for labor, materials, and services



performed that is unpaid and can be documented through timesheets, invoices, receipts, or otherwise, and five percent (5%) of the total cost of Work performed as of the date of termination, or five percent (5%) of the value of the Work yet to be performed, whichever is less. This five percent (5%) shall be full compensation for all of Contractor's and its subcontractor(s)' mobilization and/or demobilization costs and any anticipated loss profits resulting from termination of the Contractor for convenience. Termination shall have no effect upon any of the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of termination.

- 40. ASSIGNMENT OF CONTRACT: Contractor shall not assign or transfer in any way any or all of its rights, burdens, duties, or obligations under this Contract without the prior written consent of the District.
- 41. **TIME IS OF THE ESSENCE:** Time is of the essence in the performance of and compliance with each of the provisions and conditions of this Contract.
- 42. **CALCULATION OF TIME:** For the purposes of this Contract, "days" refers to calendar days unless otherwise specified.
- 43. **GOVERNING LAW:** This Contract shall be governed by and construed in accordance with the laws of the State of California with venue of any action in a County in which the District administration office is located.
- 44. **BINDING CONTRACT:** This Contract shall be binding upon the parties hereto and upon their successors and assigns, and shall inure to the benefit of said parties and their successors and assigns.
- 45. **DISTRICT WAIVER:** District's waiver of any term, condition, covenant or waiver of a breach of any term, condition or covenant shall not constitute the waiver of any other term, condition or covenant or the waiver of a breach of any other term, condition or covenant.
- 46. CAPTIONS AND INTERPRETATIONS: Paragraph headings in this Contract are used solely for convenience, and shall be wholly disregarded in the construction of this Contract. No provision of this Contract shall be interpreted for or against a party because that party or its legal representative drafted such provision, and this Contract shall be construed as if jointly prepared by the parties.
- 47. **INVALID TERM:** If any provision of this Contract is declared or determined by any court of competent jurisdiction to be illegal, invalid or unenforceable, the legality, validity or enforceability of the remaining parts, terms and provisions shall not be affected thereby, and said illegal, unenforceable or invalid part, term or provision will be deemed not to be a part of this Contract.
- 48. **PROVISIONS REQUIRED BY LAW DEEMED INSERTED:** Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and this Contract shall be read and enforced as though it were included therein.
- 49. **ENTIRE CONTRACT:** This Contract sets forth the entire agreement between the parties hereto and fully supersedes any and all prior agreements, understandings, written or oral, between the parties hereto pertaining to the subject matter thereof.
- 50. **NO ORAL MODIFICATIONS:** No oral agreement or conversation with any officer, agent, or employee of District, either before or after execution of Contract, shall affect or modify any of the terms or obligations contained in any of the documents comprising the Contract.



Public Contract Code section 9204

- (a) The Legislature finds and declares that it is in the best interests of the state and its citizens to ensure that all construction business performed on a public works project in the state that is complete and not in dispute is paid in full and in a timely manner.
- (b) Notwithstanding any other law, including, but not limited to, Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2, Chapter 10 (commencing with Section 19100) of Part 2, and Article 1.5 (commencing with Section 20104) of Chapter 1 of Part 3, this section shall apply to any claim by a contractor in connection with a public works project.
- (c) For purposes of this section:
- (1) "Claim" means a separate demand by a contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:
- (A) A time extension, including, without limitation, for relief from damages or penalties for delay assessed by a public entity under a contract for a public works project.
- (B) Payment by the public entity of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public works project and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled.
- (C) Payment of an amount that is disputed by the public entity.
- (2) "Contractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who has entered into a direct contract with a public entity for a public works project.
- (3) (A) "Public entity" means, without limitation, except as provided in subparagraph (B), a state agency, department, office, division, bureau, board, or commission, the California State University, the University of California, a city, including a charter city, county, including a charter county, city and county, including a charter city and county, district, special district, public authority, political subdivision, public corporation, or nonprofit transit corporation wholly owned by a public agency and formed to carry out the purposes of the public agency.
- (B) "Public entity" shall not include the following:
- (i) The Department of Water Resources as to any project under the jurisdiction of that department.
- (ii) The Department of Transportation as to any project under the jurisdiction of that department.
- (iii) The Department of Parks and Recreation as to any project under the jurisdiction of that department.
- (iv) The Department of Corrections and Rehabilitation with respect to any project under its jurisdiction pursuant to Chapter 11 (commencing with Section 7000) of Title 7 of Part 3 of the Penal Code.
- (v) The Military Department as to any project under the jurisdiction of that department.
- (vi) The Department of General Services as to all other projects.
- (vii) The High-Speed Rail Authority.
- (4) "Public works project" means the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind.
- (5) "Subcontractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who either is in direct contract with a contractor or is a lower tier subcontractor.
- (d) (1) (A) Upon receipt of a claim pursuant to this section, the public entity to which the claim applies shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the claimant a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, a public entity and a contractor may, by mutual agreement, extend the time period provided in this subdivision.
- (B) The claimant shall furnish reasonable documentation to support the claim.
- (C) If the public entity needs approval from its governing body to provide the claimant a written statement identifying the disputed portion and the undisputed portion of the claim, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the public entity shall have up to three days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide the claimant a written statement identifying the disputed portion and the undisputed portion.



- (D) Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. If the public entity fails to issue a written statement, paragraph (3) shall apply.
- (2) (A) If the claimant disputes the public entity's written response, or if the public entity fails to respond to a claim issued pursuant to this section within the time prescribed, the claimant may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the public entity shall schedule a meet and confer conference within 30 days for settlement of the dispute.
- (B) Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the public entity shall provide the claimant a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the public entity and the claimant sharing the associated costs equally. The public entity and claimant shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.
- (C) For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.
- (D) Unless otherwise agreed to by the public entity and the contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.
- (E) This section does not preclude a public entity from requiring arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program, if mediation under this section does not resolve the parties' dispute.
- (3) Failure by the public entity to respond to a claim from a contractor within the time periods described in this subdivision or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the public entity's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the claimant.
- (4) Amounts not paid in a timely manner as required by this section shall bear interest at 7 percent per annum.
- (5) If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against a public entity because privity of contract does not exist, the contractor may present to the public entity a claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on his or her own behalf or on behalf of a lower tier subcontractor, that the contractor present a claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the claim be presented to the public entity shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the contractor shall notify the subcontractor in writing as to whether the contractor presented the claim to the public entity and, if the original contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.
- (e) The text of this section or a summary of it shall be set forth in the plans or specifications for any public works project that may give rise to a claim under this section.
- (f) A waiver of the rights granted by this section is void and contrary to public policy, provided, however, that (1) upon receipt of a claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable; and (2) a public entity may prescribe reasonable change order, claim, and dispute resolution procedures and requirements in addition to the provisions of this section, so long as the contractual provisions do not conflict with or otherwise impair the timeframes and procedures set forth in this section.
- (g) This section applies to contracts entered into on or after January 1, 2017.
- (h) Nothing in this section shall impose liability upon a public entity that makes loans or grants available through a competitive application process, for the failure of an awardee to meet its contractual obligations.
- (i) This section shall remain in effect only until January 1, 2020, and as of that date is repealed, unless a later enacted statute, that is enacted before January 1, 2020, deletes or extends that date.



Public Contract Code sections 20104 - 20104.6

§ 20104.

- (a) (1) This article applies to all public works claims of three hundred seventy-five thousand dollars (\$375,000) or less which arise between a contractor and a local agency.
- (2) This article shall not apply to any claims resulting from a contract between a contractor and a public agency when the public agency has elected to resolve any disputes pursuant to Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2.
- (b) (1) "Public work" means "public works contract" as defined in Section 1101 but does not include any work or improvement contracted for by the state or the Regents of the University of California.
- (2) "Claim" means a separate demand by the contractor for (A) a time extension, (B) payment of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public work and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to, or (C) an amount the payment of which is disputed by the local agency.
- (c) The provisions of this article or a summary thereof shall be set forth in the plans or specifications for any work which may give rise to a claim under this article.
- (d) This article applies only to contracts entered into on or after January 1, 1991.

§ 20104.2.

For any claim subject to this article, the following requirements apply:

- (a) The claim shall be in writing and include the documents necessary to substantiate the claim. Claims must be filed on or before the date of final payment. Nothing in this subdivision is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims.
- (b) (1) For claims of less than fifty thousand dollars (\$50,000), the local agency shall respond in writing to any written claim within 45 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.
- (2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.
- (3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 15 days after receipt of the further documentation or within a period of time no greater than that taken by the claimant in producing the additional information, whichever is greater.
- (c) (1) For claims of over fifty thousand dollars (\$50,000) and less than or equal to three hundred seventy-five thousand dollars (\$375,000), the local agency shall respond in writing to all written claims within 60 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.
- (2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.
- (3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 30 days after receipt of the further documentation, or within a period of time no greater than that taken by the claimant in producing the additional information or requested documentation, whichever is greater.
- (d) If the claimant disputes the local agency's written response, or the local agency fails to respond within the time prescribed, the claimant may so notify the local agency, in writing, either within 15 days of receipt of the local agency's response or within 15 days of the local agency's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon a demand, the local agency shall schedule a meet and confer conference within 30 days for settlement of the dispute.
- (e) Following the meet and confer conference, if the claim or any portion remains in dispute, the claimant may file a claim as provided in Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the claimant submits his or her written claim pursuant to subdivision (a) until the time that claim is denied as a result of the meet and confer process, including any period of time utilized by the meet and confer process.
- (f) This article does not apply to tort claims and nothing in this article is intended nor shall be construed to change the time periods for filing tort claims or actions specified by Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code.



§ 20104.4.

The following procedures are established for all civil actions filed to resolve claims subject to this article:

- (a) Within 60 days, but no earlier than 30 days, following the filing or responsive pleadings, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court or by stipulation of both parties. If the parties fail to select a mediator within the 15-day period, any party may petition the court to appoint the mediator.
- (b) (1) If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act (Title 4 (commencing with Section 2016.010) of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.
- (2) Notwithstanding any other provision of law, upon stipulation of the parties, arbitrators appointed for purposes of this article shall be experienced in construction law, and, upon stipulation of the parties, mediators and arbitrators shall be paid necessary and reasonable hourly rates of pay not to exceed their customary rate, and such fees and expenses shall be paid equally by the parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division. In no event shall these fees or expenses be paid by state or county funds.
- (3) In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, any party who after receiving an arbitration award requests a trial de novo but does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, pay the attorney's fees of the other party arising out of the trial de novo.
- (c) The court may, upon request by any party, order any witnesses to participate in the mediation or arbitration process.

§ 20104.6.

- (a) No local agency shall fail to pay money as to any portion of a claim which is undisputed except as otherwise provided in the contract.
- (b) In any suit filed under Section 20104.4, the local agency shall pay interest at the legal rate on any arbitration award or judgment. The interest shall begin to accrue on the date the suit is filed in a court of law.



EXHIBIT "A" SCOPE OF WORK

Consultant's entire Proposal is **not** made part of this Agreement.

Scope of work outlined on contractor's attached estimate/proposal



NTING & DECORATING, INC



3576 DARTMOUTH LANE **ROWLAND HEIGHTS, CA. 91748**

4-12-2021

562) 691-1848 FAX: 562) 691-7519 LIC. # 776547

DOWNEY UNIFIED SCHOOL DISTRICT 11627 BROOKSHIRE AVENUE DOWNEY, CA 90242

ATTN: CRAIG KARLI

JOB LOCATION:

COLUMBUS HIGH SCHOOL 12330 WOODRUFF AVENUE DOWNEY, CA 90241

EXTERIOR PAINTING OF NORTH SIDE HIGH STUCCO WALLS AND WOOD TRIM, IN CAFETERIA BUILDING. PAINTING OF FÁCIA, STUCCO WALL AND PAINT 4 ft WAINSCOTING ON LOWER STUCCO WALL.

PREPARATION DESCRIPTION: POWER WASH ALL EXTERIOR WALLS, SCRAPE ALL LOOSE PAINT, PATCH AS NEEDED, SAND, CAULK, PRIME AND FINISH TWO COATS OF FINISH, COLOR AS CALLED ON JOB WALK.

TOTAL PRICE FOR LABOR AND MATERIAL EXPENSE----- 4,985

M. Hou

MAX ROMEL HERNANDEZ

*** BOOMLIFT IS REQUIRED ***

1 Moul

RESIDENTIAL & COMMERCIAL & INTERIOR & EXTERIOR



NONCOLLUSION DECLARATION Public Contract Code Section 7106

TO BE EXECUTED BY CONTRACTOR AND SUBMITTED WITH CONTRACT

I am the President of M&R Painting and Decorating, Inc. (Title) (Bidder Name) The party making the foregoing bid. The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership company, association, organization, or corporation. The bid is genuine and not collusive of sham. The bidder has not directly or indirectly induced or solicited any other bidder to put if a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, conspired, connived, conspired and control of the bidder has not directly or indirectly colluded, conspired, connived, conspired and control of the bidder has not directly or indirectly colluded, conspired, connived, conspired and control of the bidder has not directly or indirectly colluded, conspired, connived, conspired and control of the bidder has not directly or indirectly colluded, conspired, connived, conspired and control of the bidder has not directly or indirectly colluded, conspired, connived, conspired and control of the bidder has not directly or indirectly colluded, conspired and control of the bidder has not directly or indirectly colluded, conspired, connived, control of the bidder has not directly or indirectly colluded.		
the party making the foregoing bid. The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership company, association, organization, or corporation. The bid is genuine and not collusive of sham. The bidder has not directly or indirectly induced or solicited any other bidder to put if a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or		
company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put it a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or		
agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. Th bidder has not in any manner, directly or indirectly, sought by agreement, communication, conference with anyone to fix the bid price of the bidder or any other bidder, or to fix an overhead, profit, or cost element of the bid price, or of that of any other bidder. All statement contained in the bid are true. The bidder has not, directly or indirectly, submitted his or he bid price or any breakdown thereof, or the contents thereof, or divulged information or dat relative thereto, to any corporation, partnership, company, association, organization, bidepository, or to any member or agent thereof, to effectuate a collusive or sham bid, and hanot paid, and will not pay, any person or entity for such purpose. Any person executing this declaration on behalf of a bidder that is a corporation, partnership		
joint venture, limited liability company, limited liability partnership, or any other entity hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.		
I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on this13 day of, 20_21 at Rowland Heights, CA 91748 (City, State)		
Proper Name of Bidder: M&R Painting and Decorating, Inc.		
Signature: M. Vorul Herrer		
Print Name: Maximiliano R. Hernandez		
itle: President		



PREVAILING WAGE CERTIFICATION

I hereby certify that I will conform to the State of California Public Works Contract requirements regarding prevailing wages, benefits, on-site audits with 48-hours' notice, payroll records, and apprentice and trainee employment requirements, for all Work on the above Project, including, without limitation, labor compliance monitoring and enforcement by the Department of Industrial Relations.

Date:	4/13 , 2021
Proper Name of Contractor:	M&R Painting and Decorating, Inc.
Signature:	M. Koullen
Print Name:	Maximiliano R. Hernandez
Title:	President



WORKERS' COMPENSATION CERTIFICATION

Labor Code section 3700 in relevant part provides:

Every employer except the State shall secure the payment of compensation in one or more of the following ways:

- a. By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this state.
- b. By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees.

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

Date:	4/13 , 2021
Proper Name of Contractor:	M&R Painting and Decorating, Inc.
Signature:	M. Roul 6
Print Name:	Maximiliano R. Hernandez
Title:	President

(In accordance with Article 5 - commencing at section 1860, chapter 1, part 7, division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any Work under this Contract.)



CRIMINAL BACKGROUND INVESTIGATION /FINGERPRINTING CERTIFICATION

PURCHASE ORDER NO.: PO2W-210000001534 between the Downey Unified School District ("District") and M&R Painting and Decorating, Inc. ("Contractor" or "Bidder") ("Contract" or "Project").
The undersigned does hereby certify to the governing board of the District as follows:
That I am a representative of the Contractor currently under contract with the District; that I am familiar with the facts herein certified; and that I am authorized and qualified to execute this certificate on behalf of Contractor.
Contractor certifies that it has taken at least one of the following actions with respect to the construction Project that is the subject of the Contract (check all that apply):
The Contractor is a sole proprietor and intends to comply with the fingerprinting requirements of Education Code section 45125.1(k) with respect to all Contractor's employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and hereby agrees to the District's preparation and submission of fingerprints such that the California Department of Justice may determine that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. No work shall commence until such determination by DOJ has been made.
As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District and undertake to prepare and submit Contractor's fingerprints as if he or she was an employee of the District.
Date:
District Representative's Name and Title:
District Representative's Signature:
The Contractor, who is not a sole proprietor, has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all Contractor's employees and all of its Subcontractors' employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and the California Department of Justice has determined that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. A complete and accurate list of Contractor's employees and of all of its subcontractors' employees who may come in contact with District pupils during the course and scope of the Contract is attached hereto; and/or
Pursuant to Education Code section 45125.2, Contractor has installed or will install, prior to commencement of Work, a physical barrier at the Work Site, that will limit contact between Contractor's employees and District pupils at all times; and/or

Downey Unified

Pursuant to Education Code section 45125.2, Contractor certifies that all employees will be under the continual supervision of, and monitored by, an employee of the Contractor who the California Department of Justice has ascertained, or as described below, will ascertain, has not been convicted of a violent or serious felony. The name and title of the employee who will be supervising Contractor's and its subcontractors' employees is:

	Name:	Pehe.	Hernandez	
	Title:	Zor	eman	
NOTE: If the Contractor is a sole proprietor, and elects the above option, Contractor must I named employee's fingerprints prepared and submitted by the District, in accordance with section 45125.1(k). No work shall commence until such determination by DOJ has been made				Education Code
	As an authorized District this certificate on behalf he or she was an emplo	facts herein certified, and am author to prepare and submit Contractor's f	ized to execute ingerprints as if	
	Date:			
	District Representative's	Name and Title:		
	District Representative's	Signature:		
	supplier of any tier of the Cor or any subcontractor or supp pupils and the District will tak with Consultant's employees	ntract shall come in contact with plier of any tier of the Contract w ce appropriate steps to protect to s, subcontractors or suppliers so	ool site and no employee and/or sub in the District pupils or (ii) Contractor will have only limited contact, if any, the safety of any pupils that may con that the fingerprinting and criminal 5.1 shall not apply to Contractor und	's employees with District me in contact background
	As an authorized District this certificate on behalf or	official, I am familiar with the of the District.	facts herein certified, and am author	rized to execute
	Date:			_
	District Representative's N	Nameand Title:		_
	DistrictRepresentative's S	Signature:		_
of S or a	ntractor's responsibility for back Gubcontractors coming into co acting as independent contract te:	ntact with District pupils regard	Il of its employees, Subcontractors, a lless of whether they are designated 4/13 . 20 21	and employees Jas employees
oro	pper Name of Contractor:	: M&R Painting	g and Decorating, Inc.	
Sig	nature:	(M1.2)	oul Jesse 4	_
Prir	nt Name:	Maximilia	nno R. Hernandez	
Γitl	e:		President	



ASBESTOS & OTHER HAZARDOUS MATERIALS CERTIFICATION

Contractor hereby certifies that no Asbestos, or Asbestos-Containing Materials, polychlorinated biphenyl (PCB), or any material listed by the federal or state Environmental Protection Agency or federal or state health agencies as a hazardous material, or any other material defined as being hazardous under federal or state laws, rules, or regulations ("New Hazardous Material"), shall be furnished, installed, or incorporated in any way into the Project or in any tools, devices, clothing, or equipment used to affect any portion of Contractor's work on the Project for District.

Contractor further certifies that it has instructed its employees with respect to the abovementioned standards, hazards, risks, and liabilities.

Asbestos and/or asbestos-containing material shall be defined as all items containing but not limited to chrysotile, crocidolite, amosite, anthophyllite, tremolite, and actinolite. Any or all material containing greater than one-tenth of one percent (.1%) asbestos shall be defined as asbestos-containing material.

Any disputes involving the question of whether or not material is New Hazardous Material shall be settled by electron microscopy or other appropriate and recognized testing procedure, at the District's determination. The costs of any such tests shall be paid by Contractor if the material is found to be New Hazardous Material.

All Work or materials found to be New Hazardous Material or Work or material installed with New Hazardous Material containing equipment will be immediately rejected and this Work will be removed at Contractor's expense at no additional cost to the District.

Contractor has read and understood the document Hazardous Materials Procedures & Requirements, and shall comply with all the provisions outlined therein.

Date: _	4/13, 20 21
Name of Contractor:	M&R Painting and Decorating, Inc.
Signature:	m. Row Herre
Print Name:	Maximiliano R. Hernandez
Title: _	President



LEAD-PRODUCT(S) CERTIFICATION

California Occupational Safety and Health Administration (CalOSHA), Environmental Protection Agency (EPA), California Department of Health Services (DHS), California Department of Education (CDE), and the Consumer Product Safety Commission (CPSC) regulate lead-containing paint and lead products.

Because the Contractor and its employees will be providing services for the District, and because the Contractor's work may disturb lead-containing building materials, **CONTRACTOR IS HEREBY NOTIFIED** of the potential presence of lead-containing materials located within certain buildings utilized by the District. All school buildings built prior to 1993 are presumed to contain some lead-based paint until sampling proves otherwise.

The CDE mandates that school districts utilize DHS lead-certified personnel when a lead-based hazard is identified. Examples of lead-certified personnel include: project designers, inspectors, and abatement workers. Furthermore, since it is assumed by the District that all painted surfaces (interior as well as exterior) within the District contain some level of lead, it is imperative that the Contractor, its workers and subcontractors fully and adequately comply with all applicable laws, rules and regulations governing lead-based materials (Including Title 8, California Code of Regulations, Section 1532.1). Any and all Work which may result in the disturbance of lead-containing building materials must be coordinated through the District.

The California Education Code also prohibits the use or import of lead-containing paint, lead plumbing and solders, or other potential sources of lead contamination in the construction of any new school facility or in the modernization or renovation of any existing school facility. The Contractor shall provide the District with any sample results prior to beginning Work, during the Work, and after the completion of the Work. The District may request to examine, prior to the commencement of the Work, the lead training records of each employee of the Contractor.

All contractors who disturb lead-based paint in a six-square-foot area or greater indoors or a 20-square-foot area or greater outdoors shall comply with the Renovation, Repair and Painting Rule, shall receive training from a U.S. EPA-accredited training provider, and shall be certified by the U.S. EPA. Contractor, its workers and subcontractors must fully and adequately comply with all applicable laws, rules and regulations governing lead-based materials, including those rules and regulations appearing within title 40 of the Code of Federal Regulations as part 745 (40 CFR 745).

If failure to comply with these laws, rules, and regulations results in a site or worker contamination, the Contractor will be held solely responsible for all costs involved in any required corrective actions, and shall defend, indemnify and hold harmless the District, pursuant to the indemnification provisions of the Contract, for all damages and other claims arising therefrom. If lead disturbance is anticipated in the Work, only persons with appropriate accreditation, registrations, licenses and training shall conduct this Work.

It shall be the responsibility of the Contractor to properly dispose of any and all waste products, including but not limited to, paint chips, any collected residue, or any other visual material that may occur from the prepping of any painted surface. It will be the responsibility of the Contractor to provide the proper disposal of any hazardous waste by a certified hazardous waste hauler. This company shall be registered with the Department of Transportation (DOT) and shall be able to issue a current manifest number upon transporting any hazardous material from any school site within the District.

THE UNDERSIGNED HEREBY ACKNOWLEDGES, UNDER PENALTY OF PERJURY, THAT HE OR SHE HAS RECEIVED NOTIFICATION OF POTENTIAL LEAD-BASED MATERIALS ON THE OWNER'S PROPERTY, AS WELL AS THE EXISTENCE OF APPLICABLE LAWS, RULES AND REGULATIONS GOVERNING WORK WITH, AND DISPOSAL OF, SUCH MATERIALS WITH WHICH IT MUST COMPLY. THE UNDERSIGNED ALSO WARRANTS THAT HE OR SHE HAS THE AUTHORITY TO SIGN ON BEHALF OF AND BIND THE CONTRACTOR.

Date:	4/13, 20 21
Name of Contractor:	M&R Painting and Decorating, Inc.
Signature:	m. Loud du
Print Name:	Maximiliano R. Hernandez
Title:	President



ROOFING PROJECT CERTIFICATION

This form shall be executed by all contractors, materials manufacturers, or vendors involved in a bid or proposal for the repair or replacement of a roof of a public school where the project is for repair of more than 25% of the roof or that has a total cost more than \$21,000 ("roofing project") and submitted to the District when the award is made.

Certification of:	□ Contractor	 Materials Manufacturer 	
	□ Vendor	 Other 	
Ĭ.			L:C . LL _ L T
I,[Name]		[Name of Firm]	tiry that I
have not offered, gi contribution, or any roofing project cont	ven, or agreed to give, financial incentive what ract. As used in this cer	received, accepted, or agreed to accept, any gift, tsoever to or from any person in connection with rtification, "person" means any natural person, b, club, or other organization, entity, or group of in	the usiness
Furthermore, I,	1 100	, cer	tify that I
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do not have, and the	roughout the duration o performance of this con	f the contract, I will not have, any financial relati ntract with any architect, engineer, roofing consu dor that is not disclosed below.	ionship in
I,		, have the follo	wing
[Name]	2 PA 187	[Name of Firm]	39
financial relationship	os with an architect, eng	gineer, roofing consultant, materials manufacture	r,
(provide Name and	Address of Building and	nnection with the following roofing project contra I Contract Date and Number):	act
(provide Name and	Address of Building, and	Contract Date and Number):	
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disclosure are true, of section 3000 et s regarding the penal	or are believed to be trueq. of the California Publics for providing false in	t, to the best of my knowledge, the contents of the contents of the section of the Firm that I and I define the Firm that I and I define the sections referenced the section of failing to disclose a financial relation on the section on behalf of the section of t	am aware nerein nship in
Date:		, 20	
Name of Firm:		CABL	
Signature:		PLIC	
Print Name:		uthorized to make this certification on behalf of t	_
Title:		'O',	



REGISTERED SUBCONTRACTORS LIST (Labor Code Section 1771.1)

PURCHASE ORDER: PO2W-210000001534 No SuBS
Date Submitted (for Updates):
Date Submitted (for opadies).
Contractor acknowledges and agrees that it must clearly set forth below the name and Department of Industrial Relations (DIR) registration number of each subcontractor for all tiers who will perform work or labor or render service to Contractor or its subcontractors in or about the construction of the Work at least two (2) weeks before the subcontractor is scheduled to perform work. This document is to be updated as all tiers of subcontractors are identified.
Contractor acknowledges and agrees that, if Contractor fails to list as to any subcontractor of any tier who performs any portion of Work, the Contract is subject to cancellation and the Contractor will be subjected to penalty under applicable law.
If further space is required for the list of proposed subcontractors, attach additional copies of page 2 showing the required information, as indicated below.
Subcontractor Name:
DIR Registration #:
Portion of Work:
Foldon of Work:
Subcontractor Name:
DIR Registration #:
Portion of Work:
Subcontractor Name:
DIR Registration #:
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Subcontractor Name:		
DIR Registration #:		
Portion of Work:		
Subcontractor Name:		
DIR Registration #:		
Portion of Work:		
Date:	April 13 , 2021	
Name of Contractor:	M&R Painting and Decorating, Inc.	
	100	a .
Signature:	(M. Very O	
Print Name:	Maximiliano R. Hernandez	
Title:	President	

END OF DOCUMENT



DRUG-FREE WORKPLACE CERTIFICATION

PURCHASE ORDER NO.: _	PO2W-	-210000001534	between the Downey Unified
School District ("District")	and	M&R F	Painting and Decorating, Inc.
("Contractor" or "Bidder")		" or "Project").	

This Drug-Free Workplace Certification form is required from the successful Bidder pursuant to Government Code section 8350 et seq., the Drug-Free Workplace Act of 1990. The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract or grant for the procurement of any property or service from any state agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract or grant awarded by a state agency may be subject to suspension of payments or termination of the contract or grant, and the contractor or grantee may be subject to debarment from future contracting, if the contracting agency determines that specified acts have occurred.

The District is not a "state agency" as defined in the applicable section(s) of the Government Code, but the District is a local agency and public school district under California law and requires all contractors on District projects to comply with the provisions and requirements of the Drug-Free Workplace Act of 1990.

Contractor must also comply with the provisions of Health & Safety Code section 11362.3 which prohibits the consumption or possession of cannabis or cannabis products in any public place, including school grounds, and specifically on school grounds while children are present.

Contractor shall certify that it will provide a drug-free workplace by doing all of the following:

- a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace and specifying actions which will be taken against employees for violations of the prohibition.
- Establishing a drug-free awareness program to inform employees about all of the following:
 - (1) The dangers of drug abuse in the workplace.
 - (2) The person's or organization's policy of maintaining a drug-free workplace.
 - (3) The availability of drug counseling, rehabilitation, and employeeassistance programs.
 - (4) The penalties that may be imposed upon employees for drug abuse violations.
- c. Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required above, and that, as a

DRUG-FREE WORKPLACE CERTIFICATION



condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

I, the undersigned, agree to fulfill the terms and requirements of Government Code section 8355 listed above and will publish a statement notifying employees concerning (a) the prohibition of controlled substance at the workplace, (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the performance of the Contract be given a copy of the statement required by section 8355(a), and requiring that the employee agree to abide by the terms of that statement.

I also understand that if the District determines that I have either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of section 8355, that the Contract awarded herein is subject to termination, suspension of payments, or both. I further understand that, should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of the aforementioned Act.

I acknowledge that I am aware of the provisions of and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990 and Health and Safety Code section 11362.3.

Date:	4/13 , 20 21	
Proper Name of Contractor:	M&R Painting and Decorating, Inc.	
Signature:	m. Poull	
Print Name:	Maximiliano R. Hernandez	<u>-</u>
Title:	President	-1

END OF DOCUMENT



TOBACCO-FREE ENVIRONMENT CERTIFICATION

PURCHASE ORDER NO.: School District ("District") and	PO2W-210000001534 between the Downey Unified M&R Painting and Decorating, Inc.
("Contractor" or "Bidder") ("C	Contract" or "Project").
This Tobacco-Free Environme	nt Certification form is required from the successful Bidder.
Health & Safety Code section et seq., and District Board po free environments. Smoking or in District property. District owned vehicles and vehicles of smoking includes the use of a in any manner or in any form circumventing the prohibition	n, 20 U.S.C. section 6083, Labor Code section 6400 et seq., 104350 et seq., Business and Professions Code section 22950 licies, all District sites, including the Project site, are tobaccoand the use of tobacco products by all persons is prohibited on the property includes school buildings, school grounds, school-buned by others while on District property. The prohibition on any electronic smoking device that creates an aerosol or vapor, and the use of any oral smoking device for the purpose of of tobacco smoking. Further, Health & Safety Code section g or use of cannabis or cannabis products in any place where l.
at District sites, including the requirements of that policy ar	re of the District's policy regarding tobacco-free environments Project site and hereby certify that I will adhere to the nd not permit any of my firm's employees, agents, subcontractors' employees or agents, to use tobacco and/or
Date:	4/13 , 20 21
Proper Name of Contractor:	M&R Painting and Decorating, Inc.
Signature:	m. Poul Herry
Print Name:	Maximiliano R. Hernandez
Title:	President
	END OF DOCUMENT



CERTIFICATE OF LIABILITY INSURANCE

Date Entered: 9/30/2016

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s). PRODUCER CONTACT CHRIS VICTORIA VICTORIA INSURANCE AGENCY PHONE
(A/C, No. Ext): (714) 744-4500

E-MAIL
ADDRESS: VICTORIAINSURANCE345@GMAIL.COM Chris D. Victoria FAX (A/C, No): (714) 744-2500 1740 West Katella Ave #H Orange, CA 92867 INSURER(S) AFFORDING COVERAGE INSURER A: U.S. SPECIALTY INSURANCE COMPANY M & R PAINTING AND DECORATING INC INSURED 29599 INSURER B: MID-CENTURY INSURANCE COMPANY 21687 DBA MAX'S PAINTING AND DECORATING INSURER C: 3576 DARTMOUTH LANE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s). PRODUCER Auto Insurance Specialists CONTACT Nicole Moreno 17785 Center Court Drive PHONE (A/C, No, Ext): 866-570-7335 E-MAIL (A/C, No): 800-498-3293 Suite 500 E-MAIL ADDRESS: commercial@aisinsurance.com Cerritos CA 90703 INSURER(S) AFFORDING COVERAGE INSURER A: California Automobile Insurance Company INSURED M & R Painting and Decorating, Inc. 38342 INSURER B : 3576 Dartmouth Lane INSURER C: Rowland Heights CA 91748-5136 INSURER D : INSURER E COVERAGES INSURER F : CERTIFICATE NUMBER: THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. ADDL SUBR INSD WVD **POLICY NUMBER** COMMERCIAL GENERAL LIABILITY LIMITS EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) CLAIMS-MADE \$ OCCUR MED EXP (Any one person) PERSONAL & ADV INJURY GEN'L AGGREGATE LIMIT APPLIES PER: PRO-JECT GENERAL AGGREGATE POLICY PRODUCTS - COMP/OP AGG OTHER: \$ AUTOMOBILE LIABILITY BA040000002508 COMBINED SINGLE LIMIT (Ea accident) 10/23/2020 10/23/2021 \$ 1,000,000 ANY AUTO OWNED AUTOS ONLY BODILY INJURY (Per person) SCHEDULED S AUTOS NON-OWNED AUTOS ONLY BODILY INJURY (Per accident) S AUTOS ONLY PROPERTY DAMAGE (Per accident) 5 UMBRELLA LIAB \$ OCCUR EXCESS LIAB EACH OCCURRENCE S CLAIMS-MADE AGGREGATE S DED RETENTION \$ WORKERS COMPENSATION \$ AND EMPLOYERS' LIABILITY STATUTE ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)
If yes, describe under
DESCRIPTION OF OPERATIONS below E.L. EACH ACCIDENT S E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) CERTIFICATE HOLDER CANCELLATION Downey Unified School District 11627 Brookshire Avenue SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. Downey, CA 90241 AUTHORIZED REPRESENTATIVE (cont of 2 2

ACORD 25 (2016/03)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Any person or organization for whom you are performing operations during the policy period when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy.	The second operations

- A. Section II Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:
 - 1. Your acts or omissions; or
 - The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

- All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- 2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
Any person or organization, when you and such parties have agreed in writing in a contract or agreement pertaining to "your work" performed during the policy period. This additional insured coverage does not apply to "excluded residential construction". "Excluded residential construction".	
a) the ground-up construction of any building whose units will be individually owned and titled; and,	
b) "your work" performed on the conversion of any building into a condominium or townhome.	

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY AND BLANKET WAIVER OF SUBROGATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

A. PRIMARY AND NON-CONTRIBUTORY TO OTHER INSURANCE

With respect to any person or organization that is an additional insured under this Coverage Part, the following is added to paragraph 4. of SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS:

If you have agreed in writing in a contract or agreement that this insurance is primary and non-contributory relative to an additional insured's own insurance, then this insurance is primary and we will not seek contribution from that other insurance. For the purpose of this endorsement, the additional insured's own insurance means insurance on which the additional insured is a Named Insured.

When this endorsement is attached to the policy it supersedes all other insurance conditions within.

B. WAIVER OF SUBROGATION - BLANKET

Under SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, The Transfer Of Rights Of Recovery Against Others To Us Condition is amended by the addition of the following:

We waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of:

- a. Your ongoing operations; or
- b. "Your work" included in the "productscompleted operations hazard".

However, this waiver applies only when you have agreed in writing to waive such rights of recovery in a contract or agreement, and only if the contract or agreement:

- a. Is in effect or becomes effective during the term of this policy; and
- b. Was executed prior to loss.

State of California Department of Industrial Relations

Contractor Information

Legal Entity Name
M AND R PAINTING AND DECORATING INC

Legal Entity Type Corporation Status

Active

Registration Number 1000025147

Registration effective date 07/01/19

Registration expiration date 06/30/21

Mailing Address
3576 DARTMOUTH LANE ROWLAND HEIGHTS 91748 CA United States of America

Physical Address
3576 DARTMOUTH LANE ROWLAND HEIGHTS 91748 CA United States of America

maxromelh@vahoo

M AND R PAINTING AND DECORATING

Legal Entity Information

Corporation Entity Number:

C1938712

Federal Employment Identification Number:

President Name: Vice President Name:

Treasurer Name: Secretary Name: CEO Name:

MAXIMILIANO HERNANDEZ MAXIMILIANO HERNANDEZ

MAXIMILIANO HERNANDEZ MAXIMILIANO HERNANDEZ MAXIMILIANO HERNANDEZ

Agency for Service:

Agent of Service Name:

Agent of Service Mailing Address:

MAXIMILIANO HERNANDEZ

3576 DARTMOUTH LANE ROWLAND HEIGHTS 91748 CA United States of America

Worker's Compensation

Do you lease employees through Professional Employer Organization (PEO)?:

Please provide your current worker's compensation insurance information be

PEO

PEO

PEO Email

Insured by Carrier Policy Holder Name:

Insurance Carrier: **Policy Number:** Inception date: **Expiration Date:**

M AND R PAINTING AND DECORATING VICTORIA INSURANCE AGENCY

Registration History

Expiration Date

06/30/19

06/30/18

06/30/17

06/30/16

06/30/21

Effective Date

07/20/18

07/19/17

06/09/16

07/06/15

07/01/19

A0948-76-28 10/01/18 10/01/19

No

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Ocontractor's License Detail for License # 776547

DISCLAIMER: A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations.

- CSLB complaint disclosure is restricted by law (B&P 7124 6) if this entity is subject to public complaint disclosure click on link that will appear below for more information. Click here for a definition of disclosuble actions.
- Only construction related civil judgments reported to CSLB are disclosed (8&P 7071.17).
- Arbitrations are not listed unless the contractor fails to comply with the terms.
- Due to workload, there may be relevant information that has not yet been entered into the board's license database.

Data current as of 4/23/2021 12:08:50 PM

Business Information

M & R PAINTING AND DECORATING INC dba MAX'S PAINTING AND DECORATING

3576 DARTMOUTH LANE ROWLAND HEIGHTS, CA 91748 Business Phone Number: (562) 691-1848

> Entity Corporation Issue Date 03/23/2000 Expire Date 03/31/2022

> > License Status

This license is current and active.

All information below should be reviewed.

Classifications

C33 - PAINTING AND DECORATING

Bonding Information

Contractor's Bond

This license filed a Contractor's Bond with AMERICAN CONTRACTORS INDEMNITY COMPANY.

Bond Number: SC6040042 Bond Amount: \$15,000 Effective Date: 01/01/2016 Contractor's Bond History

Bond of Qualifying Individual

The qualifying individual NAXIMILIANO ROMEL HERNANDEZ certified that he/she owns 10 percent or more of the voting stock/membership interest of this company; therefore, the Bond of Qualifying Individual is not required. Effective Date: 03/23/2000

Workers' Compensation

This license has workers compensation insurance with the MID-CENTURY INSURANCE COMPANY

Policy Number: A09487628 Effective Date: 10/01/2016 Expire Date: 10/01/2021

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Downey Unified School District

Facilities Planning & Development Department 11627 Brookshire Avenue, P.O. Box 7017, Downey, California 90241-7017 (562) 469-6708, FAX: (562) 469-6770

PUBLIC WORKS PROJECT PRE-VERIFICATION

		Verified by Downey Unif	ied School District
MAXIMILIANO ROMEL HERN		(562) 400-6880	6-8-2020
a solvensoner		Phone #	Date
M&R PAINTING & DECORAT			
Contractor Name/Company	Contractor License # (CSL	B#) DIR Registration I	
maxromelh@yahoo.com	MAX		
E-mail Address	D.I.R. Compliant Contact I	Person	
D.I.R. PREVAILING WAGE MONITO			
Senate Bill 854 established a public works co			
All contractors and subcontractors intending annually renew, on-line for the program.	g to bid or perform work on	public works projects are re-	quired to register and
Contractors' submitting bids for a Public Work D.I.R. registered. Prevailing wages must be annot be accepted nor any contract or subc ubcontractor is D.I.R. registered.	ks construction project over \$29 e paid to all workers employed contract entered into nor purcha	5,000 or a maintenance project on a public works project. ase order issued without proo	ot over 15,000 must be Bids/quotes/proposals f that the contractor or
Public works refers to construction, alteration ontract and paid by public funds. Contract exceed \$30,000.	ion, demolition, installation, or ctors must make an attempt	repair work (including main to hire apprentices when the	ntenance) done under ne total project costs
Aceed \$30,000.			
Contractors must furnish certified payroll reco abor Code 1771.4, all contractors and s abor Commissioner as specified in Section 1		ent of Industrial Relations (DIF electronic certified payroll re	R). In accordance with accords directly to the
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contractors must furnish certified payroll recomposed for Code 1771.4. all contractors and subset of Commissioner as specified in Section 1 the services you are providing the District, lease ensure you are registered with the D.I. IR of the services you are providing the District of the services you are providing the District of the services you would be contractor ignature:	or may provide the District in .R. Effective immediately, the strict. We ask that you comple providing.	the future, fall under the defin District is required to submit a lete this Pre-Verification form	ecords directly to the ition of "public works", PWC-100 alerting the in a timely manner to
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AGREEMENT FOR CONSTRUCTION SERVICES (SMALL PROJECTS)

AGREEMENT NUMBER _202021-338_

	PURCHASE ORDER NUMBER PO2W-210000001536	
TH 20 Do	IIS CONTRACT is made and entered into this 11th day of May V&E Tree Service, Inc ("Contractor") and whey Unified School District ("District") ("Contract").	
1.	The Contractor shall furnish to the District for a total price of:)
2.	Contractor shall perform the Work at Gallatin Elementary School	_
	Located at9513 Brookshire Ave, Downey, CA 90240 ("Site"). The Project is the scope of Work performed at the Site.	-
3.	Work shall begin on $\phantom{00000000000000000000000000000000000$	
4.	Contractor agrees that if the Work is not completed within the Contract Time and/or pursuant to the completion schedule, construction schedule, or project milestones developed pursuant to provisions of the Contract, it is understood, acknowledged, and agreed that the District will suffer damage which is not capable of being calculated. Pursuant to Government Code section 53069.85, Contractor shall pay to the District, as fixed and liquidated damages for these incalculable damages, the sum of:	
	calendar day ofdelay beyond the Contract Time or beyond any completion schedule, construction schedule, or project milestones established pursuant to the Contract.	
5.	This Contract incorporates by this reference the Terms and Conditions attached hereto. Contractor, by executing this Contract, agrees to comply with all the Terms and Conditions	

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]



6.	This Contract incorporates by this reference Contractor, by executing this Contract, agree the Contract Documents. The Contract Documents, as indicated:	es to comply with all obligations set forth in
	Notice to BiddersInstructions to BiddersBid Form and ProposalBid BondNoncollusion DeclarationIran Contracting Act CertificationDesignated Subcontractors ListNotice to ProceedPrevailing Wage Certification	Asbestos & Other Hazardous Materials Certification ✓ Lead-Product(s) Certification ✓ Roofing Project Certification ✓ Registered Subcontractor List ✓ Insurance Certificates and Endorsements Performance Bond Payment Bond Specifications Plans ✓ Exhibit "A" ("Scope of Work") — [Other] [Other]
7.		performance bond (if required), payment certificate(s) and the endorsement(s) of
8.	Payment for the Work shall be made in acco	rdance with the Terms and Conditions.
	Project is	"Construction Manager"), and the ("Construction Manager"), and the ("Project es that the Architect, the Construction sion of the State Architect have authority to tor's Work does not comply with the tle 24 of the California Code of Regulations, ried on except with the knowledge and r. Project Inspector shall have free access tractor shall furnish Project Inspector nformation as may be necessary to keep rogress, manner of work, and character of any delay caused by its non-compliant Work r inspection.
10.	Inspection and acceptance of the Work shall of the Operations - Grounds	be performed by David Cubas Department of the District.



District

11. Any notice required or permitted to be given under this Contract shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile or email, addressed as follows:

<u> </u>	Contractor	
Downey Unified School District ATTN: Darren Purseglove [ADDRESS] 11627 Brookshire Avenue	Name: ATTN: [ADDRESS]	VE Tree Service John Payton P.O. Box 3280
Downey, CA 90241 [FAX] (562) 469-6536 [EMAIL] dpurseglove@dusd.net	[FAX] [EMAIL]	Orange, CA 92857 714-637-4070 john@vetreeservice.com

Any notice personally given or sent by facsimile or email shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

- 12. Contractor shall guarantee all labor and material used in the performance of this Contract for a period of one (1) year from the date of the District's written approval of the Work.
- 13. Each party has the full power and authority to enter into and perform this Contract, and the person signing this Contract on behalf of each party has been properly authority and empowered to enter into this Contract.
- 14. By signing this Contract, Contractor certifies, under penalty of perjury, that all the information provided in the Contract Documents is true, complete, and correct.

ACCEPTED AND AGREED on the date indicated below:

Dated:	, 20	Dated:	<u>4/2</u> , 20 <u>21</u>
Downey Un	ified School District	Contractor: VE T	ree Service
Signature: _		Signature: The Part	र्कर
Print Name:	Christina Aragon	Print Name:	John Payton
Print Title: _	Associate Superintendent	Print Title:	General Manager
Address:	11627 Brookshire Avenue	License No.:	654506
	Downey CA, 90241	Registration No.:	1000001936
Telephone: .	(562) 469-6533	Address: P.O. Box 3280	Orange, CA 92857
Facsimile: _	(562) 469-6536	Telephone:	714-997-0903
E-Mail:	djimenez@dusd.net	Facsimile:	714-637-4070
		E-Mail:johr	@vetreeservice.com



Information regarding Contractor:

Type of Business Entity:		
Individual		
Sole Proprietorship		
Partnership		
Limited Partnership		
Corporation, State:	CALIFORNIA	
Limited Liability Compar	ny	
Other:	**************************************	

95-3685966

Employer Identification and/or Social Security Number

NOTE: Section 6041 of the Internal Revenue Code (26 U.S.C. 6041) and Section 1.6041-1 of Title 26 of the Code of Federal Regulations (26 C.F.R. 1.6041-1) requires the recipients of \$600.00 or more to furnish their taxpayer information to the payer. In order to comply with these requirements, the District requires the Contractor to furnish the information requested in this section.



TERMS AND CONDITIONS TO CONTRACT

- NOTICE TO PROCEED: District shall provide a Notice to Proceed to Contractor pursuant to the Contract at which time Contractor shall proceed with the Work.
- STANDARD OF CARE: Contractor shall perform, diligently prosecute and complete the Work in a good and workmanlike manner within the Contract Time, and in strict conformity with all Contract Documents.
- 3. **SITE EXAMINATION:** Contractor has examined the Site and certifies that it accepts all measurements, specifications and conditions affecting the Work to be performed at the Site. By submitting its quote, Contractor warrants that it has made all Site examination(s) that it deems necessary as to the condition of the Site, its accessibility for materials, workers and utilities, and Contractor's ability to protect existing surface and subsurface improvements. No claim for allowance of time or money will be allowed as to any other undiscovered condition on the Site.
- 4. PERMITS, LICENSES AND REGISTRATION: Contractor and all of its employees, agents, and subcontractors shall secure and maintain in force, at Contractor's sole cost and expense, all licenses, registration and permits as are required by law, in connection with the furnishing of materials, supplies, or services herein listed.
- 5. **PROJECT INSPECTION CARD:** Contractor shall verify that forms DSA 152 Project Inspection Card (or current version) are issued for the Project prior to commencement of construction.
- 6. **NOTIFICATION:** Contractor shall notify the Architect and Project Inspector, in writing, of the commencement and completion of construction of each and every aspect of the work at least 48 hours in advance by submitting form DSA 156 (or current version) to the Project Inspector. Forms are available on the DSA's website at: http://www.dgs.ca.gov/dsa/Forms.aspx.
- 7. LABOR, MATERIALS AND EQUIPMENT: Contractor shall furnish all tools, equipment, apparatus, facilities, transportation, labor, and material necessary to furnish the services herein described, the services to be performed at such times and places as directed by and subject to the approval of the authorized District representative indicated in the Work specifications attached hereto. Unless otherwise specified, all materials shall be new and previously unused, and of the manufacturer's latest model or the best of their respective kinds and grades as noted or specified, and workmanship shall be of good quality.
- 8. **SUBSTITUTIONS:** No substitutions of material from those specified in the Work Specifications shall be made without the prior written approval of the District. Contractor shall be responsible for any re-design costs occasioned by District's acceptance and/or approval of any substitute, as well as any costs that the District incurs for professional services, including DSA fees. District may deduct those costs from any amounts owing to Contractor for the review of the request for substitution, even if the request for substitution is not approved. Contractor shall, in the event that a substitute is less costly than that specified, credit the District with one-hundred percent (100%) of the net difference between the substitute and the originally specified material.
- 9. INDEPENDENT CONTRACTOR STATUS: While engaged in carrying out the Services of this Contract, the Contractor is an independent contractor, and not an officer, employee, agent, partner, or joint venture of the District. Contractor shall be solely responsible for its own Workers' Compensation insurance, taxes, and other similar charges or obligations. Contractor shall be liable for its own actions, including its negligence or gross negligence, and shall be liable for the acts, omissions, or errors of its agents or employees.
- 10. **CONTRACTOR SUPERVISION:** Contractor shall provide competent supervision of personnel employed on the job Site, use of equipment, and quality of workmanship.
- 11. **WORKERS:** Contractor shall at all times enforce strict discipline and good order among its employees and the employees of its subcontractors and shall not employ or work any unfit person or anyone not skilled in work assigned to him or her. Any person in the employ of the Contractor or a subcontractor whom the District may deem incompetent or unfit shall be dismissed from the Site and shall not again be employed at Site without written consent from the District.
- SUBCONTRACTORS: Subcontractors, if any, engaged by the Contractor for any Service or Work under this Contract shall be subject to the approval of the District. Contractor agrees to



bind every subcontractor by the terms of the Contract as far as such terms are applicable to subcontractor's work, including, without limitation, all registration, indemnification, insurance, bond, and warranty requirements. If Contractor shall subcontract any part of this Contract, Contractor shall be fully responsible to the District for acts and omissions of its subcontractor and of persons either directly or indirectly employed by itself. Nothing contained in the Contract Documents shall create any contractual relations between any subcontractor and the District.

- SAFETY AND SECURITY: Contractor is responsible for maintaining safety in the performance of this Contract. Contractor shall be responsible to ascertain from the District the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.
- 14. **TRENCH SHORING:** If this Contract is in excess of \$25,000 and is for the excavation of any trench deeper than five (5) feet, Contractor must submit and obtain District acceptance, in advance of excavation, of a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If the plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer.
- EXCAVATIONS OVER FOUR FEET: If this Contract includes excavations over four (4) feet, 15. Contractor shall promptly, and before the following conditions are disturbed, notify the District, in writing, of any: (1) Material that the Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law; (2) Subsurface or latent physical conditions at the site differing from those indicated; or (3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract. The District shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the Work shall issue a change order under the procedures described in the Contract. In the event that a dispute arises between the District and the Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the work, the Contractor shall not be excused from any scheduled completion date provided for by the contract, but shall proceed with all Work to be performed under the contract. The Contractor shall retain any and all rights provided either by Contract or by law which pertain to the resolution of disputes and protests between the contracting parties.
- 16. **LEAD-BASED PAINT:** Pursuant to the Lead-Safe Schools Protection Act (Education Code section 32240 et seq.) and other applicable law, no lead-based paint, lead plumbing and solders, or other potential sources of lead contamination shall be utilized on this Project, and only trained and state-certified contractors, inspectors and workers shall undertake any action to abate existing risk factors for lead. Pursuant to the Renovation, Repair and Painting Rule (title 40 of the Code of Federal Regulations part 745 (40 CFR 745)), all contractors who disturb lead-based paint in a six-square-foot area or greater indoors or a 20-square-foot area or greater outdoors must be trained by an EPA-accredited provider and certified by the EPA. Contractor must execute the Lead-Based Paint Certification, if applicable.
- 17. **STORM WATER PERMIT FOR CONSTRUCTION ACTIVITY:** Contractor shall comply with any Storm Water Pollution Prevention Plan ("SWPPP") that is approved by the District and applicable to the Project, at no additional cost to the District.
- 18. CLEAN UP: Debris shall be removed from the Site. The Site shall be in order at all times when work is not actually being performed and shall be maintained in a reasonably clean condition.
- 19. PROTECTION OF WORK AND PROPERTY: Contractor shall erect and properly maintain at all times, as required by conditions and progress of the Work, all necessary safeguards, signs, barriers, lights, and security persons for protection of workers and the public, and shall post danger signs warning against hazards created by the Work. In an emergency affecting life and safety of life or of Work or of adjoining property, Contractor, without special instruction or authorization from District, is permitted to act at his discretion to prevent such threatened loss or injury.



- 20. FORCE MAJEURE: The Contractor shall be excused from performance hereunder during the time and to the extent that it is prevented from obtaining delivery, or performing by act of God, fire, strike, loss, or shortage of transportation facilities, lock-out, commandeering of materials, products, plants, or facilities by the government, when satisfactory evidence thereof is presented to the District, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the Contractor.
- 21. CORRECTION OF ERRORS: Contractor shall perform, at its own cost and expense and without reimbursement from the District, any work necessary to correct errors or omissions that are caused by the Contractor's failure to comply with the approved plans and specifications and the standard of care required herein.
- 22. DISTRICT'S RIGHT TO PERFORM WORK: If the Contractor should neglect to prosecute the Work properly or fail to perform any provisions of this Contract, the District, after FORTY-EIGHT (48) hours' written notice to the Contractor, may make good such deficiencies, without prejudice to any other remedy it may have, including but not limited to the District hiring its own forces or another contractor to replace the Contractor's nonconforming Work, in which case the District shall either issue a deductive Change Order, a Construction Change Directive, or invoice the Contractor for the cost of that work. Contractor shall pay any invoices within thirty (30) days of receipt of same or District may withhold those amounts from payment(s) otherwise due to Contractor.
- 23. **ACCESS TO WORK:** District representatives, Architect, and Project Inspector shall at all times have access to the Work wherever it is in preparation or in progress. Contractor shall provide safe and proper facilities for such access.
- 24. OCCUPANCY: District reserves the right to occupy buildings at any time before formal Contract completion and such occupancy shall not constitute final acceptance or approval of any part of the Work covered by this Contract, nor shall such occupancy extend the date specified for completion of the Work.
- 25. PAYMENT: On a monthly basis, Contractor shall submit an application for payment based upon the estimated value for materials delivered or services performed under the Contract as of the date of submission ("Application for Payment"). Within thirty (30) days after District's approval of the Application for Payment, Contractor shall be paid a sum equal to ninety-five percent (95%) of the value of the Work performed (as verified by Architect and Inspector and certified by Contractor) up to the last day of the previous month, less the aggregate of previous payments and amount to be withheld. The District may withhold or deduct from any payment an amount necessary to protect the District from loss because of: (1) liquidated damages which have accrued as of the date of the application for payment; (2) any sums expended by the District in performing any of Contractor's obligations under the Contract which Contractor has failed to perform or has performed inadequately; (3) defective Work not remedied; (4) stop payment notices as allowed by state law; (5) reasonable doubt that the Work can be completed for the unpaid balance of the Total Contract price or by the scheduled completion date; (6) unsatisfactory prosecution of the Work by Contractor; (7) unauthorized deviations from the Contract; (8) failure of the Contractor to maintain or submit on a timely basis proper and sufficient documentation as required by the Contract or by District during the prosecution of the Work; (9) erroneous or false estimates by the Contractor of the value of the Work performed; (10) any sums representing expenses, losses, or damages, as determined by the District, incurred by the District for which Contractor is liable under the Contract; and (11) any other sums which the District is entitled to recover from Contractor under the terms of the Contract or pursuant to state law, including section 1727 of the California Labor Code. The failure by the District to deduct any of these sums from a progress payment shall not constitute a waiver of the District's right to such sums. The District shall retain five percent (5%) from all amounts owing as retention. Retention shall be paid pursuant to Public Contract Code sections 7107. 7200 and 7201.
- 26. CHANGE IN SCOPE OF WORK: Any change in the scope of the Work, method of performance, nature of materials or price thereof, or any other matter materially affecting the performance or nature of the Work shall not be paid for or accepted unless such change, addition, or deletion is approved in advance and in writing by a valid change order executed by the District. Contractor specifically understands, acknowledges, and agrees that the District shall have the



right to request any alterations, deviations, reductions, or additions to the Project or Work, and the cost thereof shall be added to or deducted from the amount of the Contract Price by fair and reasonable valuations. Contractor also agrees to provide the District with all information requested to substantiate the cost of the change order and to inform the District whether the Work will be done by the Contractor or a subcontractor. In addition to any other information requested, Contractor shall submit, prior to approval of the change order, its request for a time extension (if any), as well as all information necessary to substantiate its belief that such change will delay the completion of the Work. If Contractor fails to submit its request for a time extension or the necessary supporting information, it shall be deemed to have waived its right to request such extension.

27. INDEMNIFICATION:

- 27.1 To the furthest extent permitted by California law, Contractor shall indemnify and hold harmless the District, its agents, representatives, officers, consultants, employees, and volunteers (the "Indemnified Parties") from any and all demands, damages, injuries, losses, expenses, liabilities, claims, suits, and actions (the "claims") of any kind, nature, and description, including, but not limited to, attorneys' fees and costs, directly or indirectly arising from, arising out of, connected with, or resulting from, in whole or in part, the performance of this Contract unless the claims are caused wholly by the sole or active negligence or willful misconduct of the Indemnified Parties and/or defects in design furnished by the Architect, as found by a court or arbitrator of competent jurisdiction, in which case the Contractor's indemnification and hold harmless obligation shall be reduced by the proportion of the Indemnitees' and/or Architect's liability.
- 27.2 Contractor shall also, to the furthest extent permitted by California law, defend the Indemnified Parties at Contractor's own expense, including attorneys' fees and costs, from any and all claims directly or indirectly arising from, arising out of, connected with, or resulting from the performance of this Contract unless the claims are caused wholly by the sole or active negligence or willful misconduct of the Indemnified Parties and/or defects in design furnished by the Architect, as found by a court or arbitrator of competent jurisdiction, in which case the Contractor's defense obligation shall be reduced by the proportion of the Indemnitees' and/or Architect's liability. The District shall have the right to accept or reject any legal representation that Contractor proposes to defend the District.
- 27.3 Pursuant to Public Contract Code section 9201, the District shall provide timely notification to Contractor of the receipt of any third-party claim relating to this Contract. The District shall be entitled to recover its reasonable costs incurred in providing said notification.
- 27.4 If the Indemnitees provide their own defense due to failure to timely respond to tender of defense, rejection of tender of defense, or conflict of interest of proposed counsel, Contractor shall reimburse Indemnitees for any expenditures, including reasonable attorney's fees and costs.
- 27.5 The District may retain so much of the moneys due the Contractor as shall be considered necessary, until disposition of any such suit, claims or actions for damages or until the District has received written agreement from the Contractor that it will unconditionally defend the Indemnified Parties, and pay any damages due by reason of settlement or judgment.
- 27.6 The Contractor's defense and indemnification obligations hereunder shall survive the completion of Work, including the warranty/guarantee period, and/or the termination of the Contract.
- 28. **PAYMENT BOND AND PERFORMANCE BOND:** Contractor shall not commence the Work until it has provided to the District, in a form acceptable to the District, a Payment (Labor and Material) Bond and a Performance Bond (if required), each in an amount equivalent to one hundred percent (100%) of the Contract Price issued by a surety admitted to issue bonds in the State of California and otherwise acceptable to the District.



29. CONTRACTOR'S INSURANCE:

29.1 The Contractor shall procure and maintain at all times it performs any portion of the Services the following insurance with minimum limits equal to the amount indicated below.

Type of Coverage	Minimum Requirement		
Commercial General Liability Insurance, including Bodily Injury,			
Personal Injury, Property Damage, Advertising Injury, and Medical			
Payments			
Each Occurrence	\$ _,000,000		
General Aggregate	\$_,000,000		
Automobile Liability Insurance - Any Auto			
Each Occurrence	\$ _,000,000		
General Aggregate	\$,000,000		
Workers' Compensation	Statutory Limits		
Employer's Liability	\$_,000,000		

- 29.1.1 Commercial General Liability and Automobile Liability Insurance.

 Commercial General Liability Insurance and Any Auto Automobile Liability Insurance that shall protect the Contractor, the District, and the State from all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising performing any portion of the Services. (Form CG 0001 and CA 0001, or forms substantially similar, if approved by the District.)
- 29.1.2 Workers' Compensation and Employers' Liability Insurance. Workers' Compensation Insurance and Employers' Liability Insurance for all of its employees performing any portion of the Services. In accordance with provisions of section 3700 of the California Labor Code, the Contractor shall be required to secure workers' compensation coverage for its employees. If any class of employee or employees engaged in performing any portion of the Services under this Contract are not protected under the Workers' Compensation Statute, adequate insurance coverage for the protection of any employee(s) not otherwise protected must be obtained before any of those employee(s) commence performing any portion of the Services.
- 29.2 **Proof of Insurance**. The Contractor shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverage have been delivered in duplicate to the District and approved by the District. Certificates and insurance policies shall include the following:
 - 29.2.1 A clause stating: "This policy shall not be canceled until notice has been mailed to the District, stating date of cancellation. Date of cancellation shall not be less than thirty (30) days after date of mailing notice."
 - 29.2.2 Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation notice will be sent, and length of notice period.
 - 29.2.3 An endorsement stating that the District and its Governing Board, agents, representatives, employees, trustees, officers, consultants, and volunteers are named additional insured under all policies except Workers' Compensation Insurance, and Employers' Liability Insurance. An endorsement shall also state that Contractor's insurance policies shall be primary to any insurance or self-insurance maintained by District. An endorsement shall also state that there shall be a waiver of any subrogation.
 - 29.2.4 All policies except the Workers' Compensation Insurance, and Employers' Liability Insurance Policies shall be written on an occurrence form.



- 29.3 **Acceptability of Insurers**. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the District.
- 30. **WARRANTY/QUALITY:** Unless a longer warranty is called for elsewhere in the Contract Documents, the Contractor, manufacturer, or their assigned agents shall guarantee the workmanship, product or service performed against defective workmanship, defects or failures of materials for a minimum period of one (1) year from filing the Notice of Completion with the county in which the Site is located. All workmanship and merchandise must be warranted to be in compliance with applicable California energy, conservation, environmental, and educational standards.
- 31. **CONFIDENTIALITY:** The Contractor shall maintain the confidentiality of all information, documents, programs, procedures, and all other items that Contractor encounters while performing the Contractor's Work to the extent allowed by law. This requirement shall be ongoing and shall survive the expiration or termination of this Contract and specifically includes all student, parent, and disciplinary information.
- 32. **LIMITATION OF DISTRICT LIABILITY:** District's financial obligations under this Contract shall be limited to the payment of the compensation provided in this Contract. Notwithstanding any other provision of this Contract, in no event shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Contract for the services performed in connection with this Contract.
- 33. **COMPLIANCE WITH LAWS:** Contractor shall give all notices and comply with all laws, ordinance, rules and regulations bearing on conduct of the Work as indicated or specified. If Contractor observes that any of the Work required by this Contract is at variance with any such laws, ordinance, rules or regulations, Contractor shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Work shall be made and this Contract shall be appropriately amended in writing, or this Contract shall be terminated effective upon Contractor's receipt of a written termination notice from the District. If Contractor performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Contractor shall bear all costs arising therefrom.
- 34. **LABOR CODE REQUIREMENTS:** The Contractor shall comply with all applicable provisions of the California Labor Code, Division 3, Part 7, Chapter 1, Articles 1 5, including, without limitation, the payment of the general prevailing per diem wage rates for public work projects of more than one thousand dollars (\$1,000). Copies of the prevailing rate of per diem wages are on file with the District or available online at http://www.dir.ca.gov/. In addition, the Contractor and each subcontractor shall comply with Chapter 1 of Division 2, Part 7 of the California Labor Code, beginning with Section 1720, and including Section 1735, 1777.5 and 1777.6, forbidding discrimination, and Sections 1776, 1777.5 and 1777.6 concerning the employment of apprentices by Contractor or subcontractors. Willful failure to comply may result in penalties, including loss of the right to bid on or receive public works contracts.
 - 34.1 **Registration**: Contractor and its subcontractor(s) shall be registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 and in accordance with Labor Code section 1771.1.
 - 34.2 **Registered Subcontractor List**: Within 30 days of the award of contract or prior to commencing the Work under this Contract, whichever occurs first, Contractor shall provide District all information required by Labor Code section 1773.3, as amended by Stats. 2017, Ch. 28, Sec. 21, for Company and all tiers of Subcontractors to enable District to provide notice to the Department of Industrial Relations (DIR) of the Contract (PWC-100 form). Contractor shall submit and maintain an updated Registered Subcontractor List including all Subcontractors of any tier furnishing labor, material, or equipment to the Project.
 - 34.3 **Certified Payroll Records**: Contractor and its subcontractor(s) shall upload certified payroll records ("CPR") electronically using California Department of Industrial Relations' (DIR) eCPR System by uploading the CPRs by electronic XML file or entering each record manually using the DIR's iform (or current form) online on a weekly basis and within ten (10) days of any request by the District or Labor Commissioner at



http://www.dir.ca.gov/Public-Works/Certified-Payroll-Reporting.html or current application and URL, showing the name, address, social security number, work classification, straight time, and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the Contractor and/or each subcontractor in connection with the Work.

- 34.4 **Labor Compliance**: Contractor shall perform the Work of the Project while complying with all the applicable regulations, including section 16000, et seq., of Title 8 of the California Code of Regulations and is subject to labor compliance monitoring and enforcement by the Department of Industrial Relations.
- 35. **ANTI-DISCRIMINATION:** Contractor herein agrees to comply with the provisions of the California Fair Employment and Housing Act as set forth in part 2.8 of division 3 of the California Government Code, commencing at section 12900; the Federal Civil Rights Act of 1964, as set forth in Public Law 88-352, and all amendments thereto; Executive Order 11246; and all administrative rules and regulations found to be applicable to Contractor and all of its subcontractors. In addition, the Contractor agrees to require like compliance by all its subcontractor(s).
- 36. **ANTI-TRUST CLAIM:** Contractor and its subcontractor(s) agree to assign to the District all rights, title, and interest in and to all causes of action they may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the Contract or a subcontract. This assignment shall be made and become effective at the time the District tenders final payment to the Contractor, without further acknowledgment by the parties.
- 37. CONTRACTOR CLAIMS: In the event of any demand by Contractor for (A) a time extension, including, without limitation, for relief from damages or penalties for delay assessed by the District under the Contract, (B) payment by the District of money or damages arising from work done by, or on behalf of, the Contractor pursuant to the Contract and payment of which is not otherwise expressly provided for or to which Contractor is not otherwise entitled to, or (C) an amount of payment disputed by the District, the parties shall attempt to resolve the dispute by those procedures set forth in Public Contract Code section 9204 and/or Article 1.5 (commencing with section 20104) of Chapter 1, Part, 3, Division 2, of the Public Contract Code, if applicable, the provisions of which are each attached hereto and incorporated herein by this reference. If a claim, or any portion thereof, remains in dispute upon satisfaction of all applicable dispute resolution requirements, the Contractor shall comply with all claims presentation requirements as provided in Chapter 1 (commencing with section 900) and Chapter 2 (commencing with section 910) of Part 3 of Division 3.6 of Title 1 of Government Code as a condition precedent to the Contractor's right to bring a civil action against the District. For purposes of those provisions, the running of the time within which a claim must be presented to the District shall be tolled from the time the Contractor submits its written claim until the time the claim is denied, including any time utilized by any applicable meet and confer process. Pending resolution of the dispute, Contractor and its subcontractors shall continue to perform the Work under the Contract and shall not cause a delay of the Work during any dispute, claim, negotiation, mediation, or arbitration proceeding, except by written agreement of the District.
- 38. **ATTORNEY FEES/COSTS:** Should litigation be necessary to enforce any terms or provisions of this Contract, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.
- 39. **TERMINATION:** If Contractor fails to perform the Services and Contractor's duties to the satisfaction of the District, or if Contractor fails to fulfill in a timely and professional manner Contractor's obligations under this Contract, or if Contractor violates any of the terms or provisions of this Contract, District shall have the right to terminate this Contract effective immediately upon the District giving written notice thereof to the Contractor. The Contractor and its performance bond surety, if any, shall be liable for all damages caused to the District by reason of the Contractor's failure to perform and complete the Contract. District shall also have the right in its sole discretion to terminate the Contract for its own convenience upon District giving three (3) days' written notice thereof to the Contractor. In case of a termination for convenience, Contractor shall be paid for the actual cost for labor, materials, and services



performed that is unpaid and can be documented through timesheets, invoices, receipts, or otherwise, and five percent (5%) of the total cost of Work performed as of the date of termination, or five percent (5%) of the value of the Work yet to be performed, whichever is less. This five percent (5%) shall be full compensation for all of Contractor's and its subcontractor(s)' mobilization and/or demobilization costs and any anticipated loss profits resulting from termination of the Contractor for convenience. Termination shall have no effect upon any of the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of termination.

- 40. ASSIGNMENT OF CONTRACT: Contractor shall not assign or transfer in any way any or all of its rights, burdens, duties, or obligations under this Contract without the prior written consent of the District.
- 41. **TIME IS OF THE ESSENCE:** Time is of the essence in the performance of and compliance with each of the provisions and conditions of this Contract.
- 42. **CALCULATION OF TIME:** For the purposes of this Contract, "days" refers to calendar days unless otherwise specified.
- 43. **GOVERNING LAW:** This Contract shall be governed by and construed in accordance with the laws of the State of California with venue of any action in a County in which the District administration office is located.
- 44. **BINDING CONTRACT:** This Contract shall be binding upon the parties hereto and upon their successors and assigns, and shall inure to the benefit of said parties and their successors and assigns.
- 45. **DISTRICT WAIVER:** District's waiver of any term, condition, covenant or waiver of a breach of any term, condition or covenant shall not constitute the waiver of any other term, condition or covenant or the waiver of a breach of any other term, condition or covenant.
- 46. **CAPTIONS AND INTERPRETATIONS:** Paragraph headings in this Contract are used solely for convenience, and shall be wholly disregarded in the construction of this Contract. No provision of this Contract shall be interpreted for or against a party because that party or its legal representative drafted such provision, and this Contract shall be construed as if jointly prepared by the parties.
- 47. **INVALID TERM:** If any provision of this Contract is declared or determined by any court of competent jurisdiction to be illegal, invalid or unenforceable, the legality, validity or enforceability of the remaining parts, terms and provisions shall not be affected thereby, and said illegal, unenforceable or invalid part, term or provision will be deemed not to be a part of this Contract.
- 48. **PROVISIONS REQUIRED BY LAW DEEMED INSERTED:** Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and this Contract shall be read and enforced as though it were included therein.
- 49. **ENTIRE CONTRACT:** This Contract sets forth the entire agreement between the parties hereto and fully supersedes any and all prior agreements, understandings, written or oral, between the parties hereto pertaining to the subject matter thereof.
- 50. NO ORAL MODIFICATIONS: No oral agreement or conversation with any officer, agent, or employee of District, either before or after execution of Contract, shall affect or modify any of the terms or obligations contained in any of the documents comprising the Contract.



Public Contract Code section 9204

- (a) The Legislature finds and declares that it is in the best interests of the state and its citizens to ensure that all construction business performed on a public works project in the state that is complete and not in dispute is paid in full and in a timely manner.
- (b) Notwithstanding any other law, including, but not limited to, Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2, Chapter 10 (commencing with Section 19100) of Part 2, and Article 1.5 (commencing with Section 20104) of Chapter 1 of Part 3, this section shall apply to any claim by a contractor in connection with a public works project.
- (c) For purposes of this section:
- (1) "Claim" means a separate demand by a contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:
- (A) A time extension, including, without limitation, for relief from damages or penalties for delay assessed by a public entity under a contract for a public works project.
- (B) Payment by the public entity of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public works project and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled.
- (C) Payment of an amount that is disputed by the public entity.
- (2) "Contractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who has entered into a direct contract with a public entity for a public works project.
- (3) (A) "Public entity" means, without limitation, except as provided in subparagraph (B), a state agency, department, office, division, bureau, board, or commission, the California State University, the University of California, a city, including a charter city, county, including a charter county, city and county, including a charter city and county, district, special district, public authority, political subdivision, public corporation, or nonprofit transit corporation wholly owned by a public agency and formed to carry out the purposes of the public agency.
- (B) "Public entity" shall not include the following:
- (i) The Department of Water Resources as to any project under the jurisdiction of that department.
- (ii) The Department of Transportation as to any project under the jurisdiction of that department.
- (iii) The Department of Parks and Recreation as to any project under the jurisdiction of that department.
- (iv) The Department of Corrections and Rehabilitation with respect to any project under its jurisdiction pursuant to Chapter 11 (commencing with Section 7000) of Title 7 of Part 3 of the Penal Code.
- (v) The Military Department as to any project under the jurisdiction of that department.
- (vi) The Department of General Services as to all other projects.
- (vii) The High-Speed Rail Authority.
- (4) "Public works project" means the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind.
- (5) "Subcontractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who either is in direct contract with a contractor or is a lower tier subcontractor.
- (d) (1) (A) Upon receipt of a claim pursuant to this section, the public entity to which the claim applies shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the claimant a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, a public entity and a contractor may, by mutual agreement, extend the time period provided in this subdivision.
- (B) The claimant shall furnish reasonable documentation to support the claim.
- (C) If the public entity needs approval from its governing body to provide the claimant a written statement identifying the disputed portion and the undisputed portion of the claim, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the public entity shall have up to three days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide the claimant a written statement identifying the disputed portion and the undisputed portion.



- (D) Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. If the public entity fails to issue a written statement, paragraph (3) shall apply.
- (2) (A) If the claimant disputes the public entity's written response, or if the public entity fails to respond to a claim issued pursuant to this section within the time prescribed, the claimant may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the public entity shall schedule a meet and confer conference within 30 days for settlement of the dispute.
- (B) Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the public entity shall provide the claimant a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the public entity and the claimant sharing the associated costs equally. The public entity and claimant shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.
- (C) For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.
- (D) Unless otherwise agreed to by the public entity and the contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.
- (E) This section does not preclude a public entity from requiring arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program, if mediation under this section does not resolve the parties' dispute.
- (3) Failure by the public entity to respond to a claim from a contractor within the time periods described in this subdivision or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the public entity's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the claimant.
- (4) Amounts not paid in a timely manner as required by this section shall bear interest at 7 percent per annum.
- (5) If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against a public entity because privity of contract does not exist, the contractor may present to the public entity a claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on his or her own behalf or on behalf of a lower tier subcontractor, that the contractor present a claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the claim be presented to the public entity shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the contractor shall notify the subcontractor in writing as to whether the contractor presented the claim to the public entity and, if the original contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.
- (e) The text of this section or a summary of it shall be set forth in the plans or specifications for any public works project that may give rise to a claim under this section.
- (f) A waiver of the rights granted by this section is void and contrary to public policy, provided, however, that (1) upon receipt of a claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable; and (2) a public entity may prescribe reasonable change order, claim, and dispute resolution procedures and requirements in addition to the provisions of this section, so long as the contractual provisions do not conflict with or otherwise impair the timeframes and procedures set forth in this section.
- (g) This section applies to contracts entered into on or after January 1, 2017.
- (h) Nothing in this section shall impose liability upon a public entity that makes loans or grants available through a competitive application process, for the failure of an awardee to meet its contractual obligations.
- (i) This section shall remain in effect only until January 1, 2020, and as of that date is repealed, unless a later enacted statute, that is enacted before January 1, 2020, deletes or extends that date.



Public Contract Code sections 20104 - 20104.6

§ 20104.

- (a) (1) This article applies to all public works claims of three hundred seventy-five thousand dollars (\$375,000) or less which arise between a contractor and a local agency.
- (2) This article shall not apply to any claims resulting from a contract between a contractor and a public agency when the public agency has elected to resolve any disputes pursuant to Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2.
- (b) (1) "Public work" means "public works contract" as defined in Section 1101 but does not include any work or improvement contracted for by the state or the Regents of the University of California.
- (2) "Claim" means a separate demand by the contractor for (A) a time extension, (B) payment of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public work and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to, or (C) an amount the payment of which is disputed by the local agency.
- (c) The provisions of this article or a summary thereof shall be set forth in the plans or specifications for any work which may give rise to a claim under this article.
- (d) This article applies only to contracts entered into on or after January 1, 1991.

§ 20104.2.

For any claim subject to this article, the following requirements apply:

- (a) The claim shall be in writing and include the documents necessary to substantiate the claim. Claims must be filed on or before the date of final payment. Nothing in this subdivision is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims.
- (b) (1) For claims of less than fifty thousand dollars (\$50,000), the local agency shall respond in writing to any written claim within 45 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.
- (2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.
- (3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 15 days after receipt of the further documentation or within a period of time no greater than that taken by the claimant in producing the additional information, whichever is greater.
- (c) (1) For claims of over fifty thousand dollars (\$50,000) and less than or equal to three hundred seventy-five thousand dollars (\$375,000), the local agency shall respond in writing to all written claims within 60 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.
- (2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.
- (3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 30 days after receipt of the further documentation, or within a period of time no greater than that taken by the claimant in producing the additional information or requested documentation, whichever is greater.
- (d) If the claimant disputes the local agency's written response, or the local agency fails to respond within the time prescribed, the claimant may so notify the local agency, in writing, either within 15 days of receipt of the local agency's response or within 15 days of the local agency's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon a demand, the local agency shall schedule a meet and confer conference within 30 days for settlement of the dispute.
- (e) Following the meet and confer conference, if the claim or any portion remains in dispute, the claimant may file a claim as provided in Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the claimant submits his or her written claim pursuant to subdivision (a) until the time that claim is denied as a result of the meet and confer process, including any period of time utilized by the meet and confer process.
- (f) This article does not apply to tort claims and nothing in this article is intended nor shall be construed to change the time periods for filing tort claims or actions specified by Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code.



The following procedures are established for all civil actions filed to resolve claims subject to this article:

- (a) Within 60 days, but no earlier than 30 days, following the filing or responsive pleadings, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court or by stipulation of both parties. If the parties fail to select a mediator within the 15-day period, any party may petition the court to appoint the mediator.
- (b) (1) If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act (Title 4 (commencing with Section 2016.010) of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.
- (2) Notwithstanding any other provision of law, upon stipulation of the parties, arbitrators appointed for purposes of this article shall be experienced in construction law, and, upon stipulation of the parties, mediators and arbitrators shall be paid necessary and reasonable hourly rates of pay not to exceed their customary rate, and such fees and expenses shall be paid equally by the parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division. In no event shall these fees or expenses be paid by state or county funds.
- (3) In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, any party who after receiving an arbitration award requests a trial de novo but does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, pay the attorney's fees of the other party arising out of the trial de novo.
- (c) The court may, upon request by any party, order any witnesses to participate in the mediation or arbitration process.

§ 20104.6.

- (a) No local agency shall fail to pay money as to any portion of a claim which is undisputed except as otherwise provided in the contract.
- (b) In any suit filed under Section 20104.4, the local agency shall pay interest at the legal rate on any arbitration award or judgment. The interest shall begin to accrue on the date the suit is filed in a court of law.



EXHIBIT "A" SCOPE OF WORK

Consultant's entire Proposal is $\underline{\mathbf{not}}$ made part of this Agreement.

Scope of work outlined on contractor's attached estimate/proposal





Bill To:

Downey Unified School District 11627 Brookshire Ave. Downey, CA 90241 Attn: David Cubas

Estimate

Date	Estimate #	
3/19/2021	16150	
	ense No. 654506 C61/D49	

	Customer Phone	Customer Fax	Local	tion
	562-469-6713	562-469-6739	Down	ney
	Description			Total
Revised bid 3/22/21		A S A S A S A S A S A S A S A S A S A S		
Re: Gallitan Elementary				
Gallitan & Brookshire, Downey	9 9 80 80			
Spring trimming 2021				
Main office:			-8.1	12 400 00
Trim large Ficus				12,400.00
Thin and shape				
15% reduction				
Trim I Camphor				
Trim I Yellow Trumpet				
Kindergarten area:				
Trim 3 Elm				
Raise, thin, and shape				
Trim I Ash				
Minor trim				
West playground:				
Trim 4 Elm				
Severe trim		11		
Trim 2 California Pepper		0100		
Estimated by Edward Archibald	Vi	sa & Mastercard Accepted	7-29-262/ Total	

P.O. Box 3280, Orange CA 92857 Ph: 714-997-0903 Fax: 714-637-4070

Accepted

ALL DATES ARE SUBJECT TO CHANGE WITH OR WITHOUT NOTICE DUE TO INCLEMENT WEATHER OR SCHEDULING CONFLICTS. PRICE INCLUDES ALL MATERIALS, LABOR, & TAXES WE CANNOT BE HELD LIABLE FOR SUBTERRANEAN PIPES & LINES ON STUMP REMOVAL JOBS UNLESS PREARRANGED IN WRITING





Bill To:

Downey Unified School District 11627 Brookshire Ave. Downey, CA 90241 Attn: David Cubas

Estimate

Estimate #
16150
ense No. 654506

	Customer Phone	Customer Fax	Loc	ation
	562-469-6713	562-469-6739	Do	wney
	Description			Total
Thin and shape	The second secon			
South Playground:				
Trim 1 large Eucalyptus				
Thin and shape				
Trim 2 Ash				
Full trim of both trees on Ash	near east fence			
Cut back branches extending	over fence			
Trim 2 other trees on south fe	nce			
Thin and shape				
	5			
Clean up and haul all brush				
Lump sump- \$12,400.00				
Note:				
Do not take any equipment on	turf in kindergarten area			
3 14 10 0028				
stimated by Edward Archibald	1	I. O. N.	1	
		Visa & Mastercard Accepted	Total	\$12,400.00

P.O. Box 3280, Orange CA 92857 Ph: 714-997-0903 Fax: 714-637-4070

WE_

ALL DATES ARE SUBJECT TO CHANGE WITH OR WITHOUT NOTICE DUE TO INCLEMENT WEATHER OR SCHEDULING CONFLICTS PRICE INCLUDES ALL MATERIALS, LABOR, & TAXES. WE CANNOT BE HELD LIABLE FOR SUBTERRANEAN PIPES & LINES ON STUMP REMOVAL JOBS UNLESS PREARRANGED IN WRITING



NONCOLLUSION DECLARATION **Public Contract Code Section 7106**

TO BE EXECUTED BY CONTRACTOR AND SUBMITTED WITH CONTRACT

The undersigned declares:	
I am the General Manager	ofVE Tree Service
(Title) the party making the forego	(Bidder Name)
sham. The bidder has not of a false or sham bid. The bid agreed with any bidder or a bidder has not in any manner conference with anyone to overhead, profit, or cost eler contained in the bid are trubid price or any breakdown relative thereto, to any condepository, or to any members.	interest of, or on behalf of, any undisclosed person, partnership, inization, or corporation. The bid is genuine and not collusive or directly or indirectly induced or solicited any other bidder to put in der has not directly or indirectly colluded, conspired, connived, or anyone else to put in a sham bid, or to refrain from bidding. The er, directly or indirectly, sought by agreement, communication, or fix the bid price of the bidder or any other bidder, or to fix any ment of the bid price, or of that of any other bidder. All statements e. The bidder has not, directly or indirectly, submitted his or her thereof, or the contents thereof, or divulged information or data reporation, partnership, company, association, organization, bid er or agent thereof, to effectuate a collusive or sham bid, and has ny person or entity for such purpose.
Joint venture, limited liabili	eclaration on behalf of a bidder that is a corporation, partnership, ity company, limited liability partnership, or any other entity, she has full power to execute, and does execute, this declaration
I declare under penalty of perforegoing is true and correct, 2021_at	erjury under the laws of the State of California that the and that this declaration is executed on this 2 day of Orange, CA 92857 (City, State)
Proper Name of Bidder:	VE Tree Service
Signature:	Dh faro
Print Name:	John Payton
Title:	General Manager



PREVAILING WAGE CERTIFICATION

I hereby certify that I will conform to the State of California Public Works Contract requirements regarding prevailing wages, benefits, on-site audits with 48-hours' notice, payroll records, and apprentice and trainee employment requirements, for all Work on the above Project, including, without limitation, labor compliance monitoring and enforcement by the Department of Industrial Relations.

4/2 , 2021
VE Tree Service
Ab Payle
John Payton
General Manager



WORKERS' COMPENSATION CERTIFICATION

Labor Code section 3700 in relevant part provides:

Every employer except the State shall secure the payment of compensation in one or more of the following ways:

- By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this state.
- b. By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees.

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

4/2 , 2021
VE Tree Service
John Parts
John Payton
General Manager

(In accordance with Article 5 - commencing at section 1860, chapter 1, part 7, division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any Work under this Contract.)



CRIMINAL BACKGROUND INVESTIGATION /FINGERPRINTING CERTIFICATION

	District ("District") and	_between the VE Tree Service	Downey	Unified	Schoo
	("Contractor" or "Bidder") ("Contract" or "Project	").			
	The undersigned does hereby certify to the governing board	of the District as fol	lows:		
	That I am a representative of the Contractor currently under facts herein certified; and that I am authorized and qualified t	o execute this certi	icate on beha	f of Contrac	ctor.
i	Contractor certifies that it has taken at least one of the following the subject of the Contract (check all that apply):	ng actions with resp	ect to the con	struction Pr	oject that
(The Contractor is a sole proprietor and intends to comply visection 45125.1(k) with respect to all Contractor's employeuse of providing services pursuant to the Contract, submission of fingerprints such that the California Department of the Contract of a felony, as that term is shall commence until such determination by DOJ has been	yees who may have and hereby agree tment of Justice n	e contact with to the Distri	District pur ct's prepara	pils in the ation and
	As an authorized District official, I am familiar with the this certificate on behalf of the District and undertake he or she was an employee of the District.	e facts herein certifi to prepare and su	ed, and am au bmit Contract	uthorized to or's fingerpr	execute ints as if
	Date:				
	District Representative's Name and Title:				
~	District Representative's Signature:				
	The Contractor, who is not a sole proprietor, has complie Code section 45125.1 with respect to all Contractor's emp may have contact with District pupils in the course of procalifornia Department of Justice has determined that none as that term is defined in Education Code section 4512 employees and of all of its subcontractors' employees who course and scope of the Contract is attached hereto; and/or	oyees and all of its oviding services put of those employees 2.1. A complete may come in control	Subcontractor Irsuant to the Irsuant to the	rs' employers' contract, and contract, and contract of contract of contract pupils dur	es who and the a felony, tractor's ring the
C	Pursuant to Education Code section 45125.2, Contractor had Work, a physical barrier at the Work Site, that will limit copupils at all times; and/or	es installed or will ir ntact between Cor	stall, prior to d tractor's emp	commencer loyees and	nent of District

Downey Unified Pursuant to Education Code section 45125.2, Contractor certifies that all employees will be under the continual supervision of, and monitored by, an employee of the Contractor who the California Department of Justice has ascertained, or as described below, will ascertain, has not been convicted of a violent or serious felony. The name and title of the employee who will be supervising Contractor's and its subcontractors' employees is: Name: _ NOTE: If the Contractor is a sole proprietor, and elects the above option, Contractor must have the abovenamed employee's fingerprints prepared and submitted by the District, in accordance with Education Code section 45125.1(k). No work shall commence until such determination by DOJ has been made. As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District and undertake to prepare and submit Contractor's fingerprints as if he or she was an employee of the District. Date: District Representative's Name and Title: District Representative's Signature: The Work on the Contract is either (i) at an unoccupied school site and no employee and/or subcontractor or supplier of any tier of the Contract shall come in contact with the District pupils or (ii) Contractor's employees or any subcontractor or supplier of any tier of the Contract will have only limited contact, if any, with District pupils and the District will take appropriate steps to protect the safety of any pupils that may come in contact with Consultant's employees, subcontractors or suppliers so that the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 shall not apply to Contractor under the Contract. As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District. Date: DistrictRepresentative'sNameandTitle:_____ DistrictRepresentative'sSignature: ____ Contractor's responsibility for background dearance extends to all of its employees, Subcontractors, and employees of Subcontractors coming into contact with District pupils regardless of whether they are designated as employees

or acting as independent contractors of the Contractor.

Date:

VE Tree Service

Signature:

Print Name:

John Payton

Title:

General Manager



ASBESTOS & OTHER HAZARDOUS MATERIALS CERTIFICATION

Contractor hereby certifies that no Asbestos, or Asbestos-Containing Materials, polychlorinated biphenyl (PCB), or any material listed by the federal or state Environmental Protection Agency or federal or state health agencies as a hazardous material, or any other material defined as being hazardous under federal or state laws, rules, or regulations ("New Hazardous Material"), shall be furnished, installed, or incorporated in any way into the Project or in any tools, devices, clothing, or equipment used to affect any portion of Contractor's work on the Project for District.

Contractor further certifies that it has instructed its employees with respect to the abovementioned standards, hazards, risks, and liabilities.

Asbestos and/or asbestos-containing material shall be defined as all items containing but not limited to chrysotile, crocidolite, amosite, anthophyllite, tremolite, and actinolite. Any or all material containing greater than one-tenth of one percent (.1%) asbestos shall be defined as asbestos-containing material.

Any disputes involving the question of whether or not material is New Hazardous Material shall be settled by electron microscopy or other appropriate and recognized testing procedure, at the District's determination. The costs of any such tests shall be paid by Contractor if the material is found to be New Hazardous Material.

All Work or materials found to be New Hazardous Material or Work or material installed with New Hazardous Material containing equipment will be immediately rejected and this Work will be removed at Contractor's expense at no additional cost to the District.

Contractor has read and understood the document Hazardous Materials Procedures & Requirements, and shall comply with all the provisions outlined therein.

4/2, 20 21
VE Tree Service
John Part
John Payton
General Manager



LEAD-PRODUCT(S) CERTIFICATION

California Occupational Safety and Health Administration (CalOSHA), Environmental Protection Agency (EPA), California Department of Health Services (DHS), California Department of Education (CDE), and the Consumer Product Safety Commission (CPSC) regulate lead-containing paint and lead products.

Because the Contractor and its employees will be providing services for the District, and because the Contractor's work may disturb lead-containing building materials, **CONTRACTOR IS HEREBY NOTIFIED** of the potential presence of lead-containing materials located within certain buildings utilized by the District. All school buildings built prior to 1993 are presumed to contain some lead-based paint until sampling proves otherwise.

The CDE mandates that school districts utilize DHS lead-certified personnel when a lead-based hazard is identified. Examples of lead-certified personnel include: project designers, inspectors, and abatement workers. Furthermore, since it is assumed by the District that all painted surfaces (interior as well as exterior) within the District contain some level of lead, it is imperative that the Contractor, its workers and subcontractors fully and adequately comply with all applicable laws, rules and regulations governing lead-based materials (Including Title 8, California Code of Regulations, Section 1532.1). Any and all Work which may result in the disturbance of lead-containing building materials must be coordinated through the District.

The California Education Code also prohibits the use or import of lead-containing paint, lead plumbing and solders, or other potential sources of lead contamination in the construction of any new school facility or in the modernization or renovation of any existing school facility. The Contractor shall provide the District with any sample results prior to beginning Work, during the Work, and after the completion of the Work. The District may request to examine, prior to the commencement of the Work, the lead training records of each employee of the Contractor.

All contractors who disturb lead-based paint in a six-square-foot area or greater indoors or a 20-square-foot area or greater outdoors shall comply with the Renovation, Repair and Painting Rule, shall receive training from a U.S. EPA-accredited training provider, and shall be certified by the U.S. EPA. Contractor, its workers and subcontractors must fully and adequately comply with all applicable laws, rules and regulations governing lead-based materials, including those rules and regulations appearing within title 40 of the Code of Federal Regulations as part 745 (40 CFR 745).

If failure to comply with these laws, rules, and regulations results in a site or worker contamination, the Contractor will be held solely responsible for all costs involved in any required corrective actions, and shall defend, indemnify and hold harmless the District, pursuant to the indemnification provisions of the Contract, for all damages and other claims arising therefrom. If lead disturbance is anticipated in the Work, only persons with appropriate accreditation, registrations, licenses and training shall conduct this Work.

It shall be the responsibility of the Contractor to properly dispose of any and all waste products, including but not limited to, paint chips, any collected residue, or any other visual material that may occur from the prepping of any painted surface. It will be the responsibility of the Contractor to provide the proper disposal of any hazardous waste by a certified hazardous waste hauler. This company shall be registered with the Department of Transportation (DOT) and shall be able to issue a current manifest number upon transporting any hazardous material from any school site within the District.

THE UNDERSIGNED HEREBY ACKNOWLEDGES, UNDER PENALTY OF PERJURY, THAT HE OR SHE HAS RECEIVED NOTIFICATION OF POTENTIAL LEAD-BASED MATERIALS ON THE OWNER'S PROPERTY, AS WELL AS THE EXISTENCE OF APPLICABLE LAWS, RULES AND REGULATIONS GOVERNING WORK WITH, AND DISPOSAL OF, SUCH MATERIALS WITH WHICH IT MUST COMPLY. THE UNDERSIGNED ALSO WARRANTS THAT HE OR SHE HAS THE AUTHORITY TO SIGN ON BEHALF OF AND BIND THE CONTRACTOR.

4/2, 20 21
VE Tree Service
John
John Payton
General Manager



ROOFING PROJECT CERTIFICATION

This form shall be executed by all contractors, materials manufacturers, or vendors involved in a bid or proposal for the repair or replacement of a roof of a public school where the project is for repair of more than 25% of the roof or that has a total cost more than \$21,000 ("roofing project") and submitted to the District when the award is made.

Certification of:	o Contractor	 Materials Manufacturer 	
	 Vendor 	o Other	
7			
I,[Name]		[Name of Firm] , certify th	at I
		re, received, accepted, or agreed to accept, any gift,	
contribution, or any	financial incentive w	hatsoever to or from any person in connection with the	
roofing project cont	ract. As used in this	certification, "person" means any natural person, busines	
partnership, corpora	ation, union, committ	ee, club, or other organization, entity, or group of individ	ss, uals
Furthermore, I,		[Name of Firm], certify th	at I
	[Name]	[Name of Firm]	
do not nave, and th	roughout the duration	Of the contract. I will not have any financial relationship	o in
COMMECTION MICH CHE	periorillance of this o	contract with any architect, engineer, roofing consultant, endor that is not disclosed below.	
I,		have the Calley	
I,[Name]		[Name of Firm] , have the following	
financial relationship	s with an architect, e	engineer, roofing consultant, materials manufacturer	
discribator, or verial	n, or other nerson in	CODDECTION WITH THE following roofing preject contract	
(provide Name and	Address of Building, a	and Contract Date and Number):	
	-548/c		
			-0-6-
By my signature held	w I hereby certify ti	nat, to the best of my knowledge, the contents of this	
disclosure are true	or are believed to be	true. I further certify on behalf of the Firm that I am awa	
of section 3000 et se	of the California B	ublic Contract Code, and the sections referenced therein	ire
regarding the penalti	es for providing falce	information or falliage to disclosure referenced therein	
this disclosure. I fur	ther certify that I am	information or failing to disclose a financial relationship i authorized to make this certification on behalf of the Firn	п
and alcoholdren 1 fal	and certify that I am	addition zed to make this certification on behalf of the Firm	n.
Date:		. 62	
	-	, 20	
Name of Firm:		- ND	
	-	- Cr	
Signature:			
		OX.	
Print Name:		authorized to make this certification on behalf of the Firm	
	0	~~	
îtle:		~1O.	
macrous models	10	N	



REGISTERED SUBCONTRACTORS LIST (Labor Code Section 1771.1)

PURCHASE ORDER:	PO2W-210000001536
Date Submitted (for Updates): _	
tiers who will perform work or labor or or about the construction of the Work at	that it must clearly set forth below the name and R) registration number of each subcontractor for all render service to Contractor or its subcontractors in t least two (2) weeks before the subcontractor occument is to be updated as all tiers of subcontractors
Contractor acknowledges and agrees tha any tier who performs any portion of W Contractor will be subjected to penalty u	t, if Contractor fails to list as to any subcontractor of ork, the Contract is subject to cancellation and the nder applicable law.
page 2 showing the required information	
Subcontractor Name: ////	
DIR Registration #:	
Portion of Work:	
DIR Registration #:	
Portion of Work:	
Subcontractor Name:	
DIN Negistration #.	
Portion of Work:	
DIP Pegistration #1	
regiociation in .	
TORGOT OF WORK.	
Subcontractor Name:	
DIR Registration #:	
Portion of Work:	
Subcontractor Name:	
DIK REGISTIATION #:	
Portion of Work:	
Subcontractor Name:	
DIR Registration #:	
Portion of Work:	
Subcontractor Name:	
Portion of Work:	



Subcontractor Name:		
DIR Registration #:		
Portion of Work:		
Subcontractor Name:		
Portion of Work:		
Subcontractor Name:		
Portion of Work:		
DIR Registration #:		
Portion of Work:		
Date: _	April 2 , 2021	
Name of Contractor:	VE Tree Service	
Signature:	John Pans	
Print Name:	John Payton	
Title:	General Manager	

END OF DOCUMENT



DRUG-FREE WORKPLACE CERTIFICATION

PURCHASE ORDER NO.: _	PO2W-210000001536	between the Downey Unified
School District ("District")	and	VE Tree Service
("Contractor" or "Bidder")	("Contract" or "Project").	

This Drug-Free Workplace Certification form is required from the successful Bidder pursuant to Government Code section 8350 et seq., the Drug-Free Workplace Act of 1990. The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract or grant for the procurement of any property or service from any state agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract or grant awarded by a state agency may be subject to suspension of payments or termination of the contract or grant, and the contractor or grantee may be subject to debarment from future contracting, if the contracting agency determines that specified acts have occurred.

The District is not a "state agency" as defined in the applicable section(s) of the Government Code, but the District is a local agency and public school district under California law and requires all contractors on District projects to comply with the provisions and requirements of the Drug-Free Workplace Act of 1990.

Contractor must also comply with the provisions of Health & Safety Code section 11362.3 which prohibits the consumption or possession of cannabis or cannabis products in any public place, including school grounds, and specifically on school grounds while children are present.

Contractor shall certify that it will provide a drug-free workplace by doing all of the following:

- a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace and specifying actions which will be taken against employees for violations of the prohibition.
- Establishing a drug-free awareness program to inform employees about all of the following:
 - The dangers of drug abuse in the workplace.
 - (2) The person's or organization's policy of maintaining a drug-free workplace.
 - (3) The availability of drug counseling, rehabilitation, and employeeassistance programs.
 - (4) The penalties that may be imposed upon employees for drug abuse violations.
- Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required above, and that, as a



condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

I, the undersigned, agree to fulfill the terms and requirements of Government Code section 8355 listed above and will publish a statement notifying employees concerning (a) the prohibition of controlled substance at the workplace, (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the performance of the Contract be given a copy of the statement required by section 8355(a), and requiring that the employee agree to abide by the terms of that statement.

I also understand that if the District determines that I have either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of section 8355, that the Contract awarded herein is subject to termination, suspension of payments, or both. I further understand that, should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of the aforementioned Act.

I acknowledge that I am aware of the provisions of and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990 and Health and Safety Code section 11362.3.

Date:	4/2 , 20 21
Proper Name of Contractor:	VE Tree Service
Signature:	John Part
Print Name:	John Payton
Title:	General Manager

END OF DOCUMENT



TOBACCO-FREE ENVIRONMENT CERTIFICATION

PURCHASE ORDER NO.: School District ("District") a ("Contractor" or "Bidder") ("	PO2W-210000001536 between the Downey Unified ME Tree Service Contract" or "Project").
	ent Certification form is required from the successful Bidder.
Pursuant to, without limitating Health & Safety Code section et seq., and District Board pree environments. Smoking or in District property. District owned vehicles and vehicles smoking includes the use of in any manner or in any forn circumventing the prohibition	on, 20 U.S.C. section 6083, Labor Code section 6400 et seq., a 104350 et seq., Business and Professions Code section 22950 blicies, all District sites, including the Project site, are tobaccolor and the use of tobaccolor products by all persons is prohibited on at property includes school buildings, school grounds, schoolowned by others while on District property. The prohibition on any electronic smoking device that creates an aerosol or vapor, and the use of any oral smoking device for the purpose of tobaccolor smoking. Further, Health & Safety Code section are or use of cannabis or cannabis products in any place where
requirements of that policy a	re of the District's policy regarding tobacco-free environments Project site and hereby certify that I will adhere to the and not permit any of my firm's employees, agents, subcontractors' employees or agents, to use tobacco and/or
Date:	4/2 , 20 21
Proper Name of Contractor:	VE Tree Service
Signature:	Joh Kan
Print Name:	John Payton
Title:	General Manager
	END OF DOCUMENT

OP ID: JV

ACORD'

CERTIFICATE OF LIABILITY INSURANCE

10/09/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER McAnally Insurance Svcs, LLC	657-212-6414	CONTACT Jennifer Venegas			
11762 De Palma, #1-C, 411		PHONE (A/C, No, Ext): 657-212-6414 FAX	714-876-9317		
Corona, CA 92883 Rebecca McAnally		E-MAIL ADDRESS: Jennifer@mcanallyinsurance.net			
		INSURER(S) AFFORDING COVERAGE	NAIC#		
		INSURER A : Hartford Casualty Insurance Co	29424		
INSURED V&E Tree Services Inc. DBA V&E Landscape & Maintenance P.O. Box 3280 Orange, CA 92857		INSURER B : Security National Ins Co	33120		
		INSURER C:			
		INSURER D :			
		INSURER E :			
The state of the s		INSURER F:			
COVERAGES CER	TIEICATE NUMBER.	CENTRAL PROPERTY AND A STATE OF THE STATE OF			

COVERAGES

CERTIFICATE NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. HINTS SHOWN MAY HAVE BEEN JED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS,

LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	LIMITS SHOWN MAY HAVE B POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP	LIMIT	s		
Α	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR	х	x	57UUN0L4436	2004000 20000 15		EACH OCCURRENCE	\$	1,000,000	
	X Owner/Cont Prot.	^	^	37 00N0L4436	09/14/2020	09/14/2021	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	100,000	
							MED EXP (Any one person)	\$	5,000	
							PERSONAL & ADV INJURY	s	1,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	s	2,000,000	
	POLICY X PRO-						PRODUCTS - COMP/OP AGG	s	1,000,000	
Α.	OTHER:						Emp Ben.	s	1,000,000	
Α	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	S	1,000,000	
	X ANY AUTO SCHEDULED	57UUN0		57UUN0L4436	57UUN0L4436	09/14/2020	09/14/2021	BODILY INJURY (Per person)	s	
	AUTOS ONLY AUTOS						BODILY INJURY (Per accident)	s		
	X HUTOS ONLY X NOTOSYNTEP						PROPERTY DAMAGE (Per accident)	s		
Α								s		
^	UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	s	4,000,000	
	X EXCESS LIAB CLAIMS-MADE			57HHU0L4437	09/14/2020	09/14/2021	AGGREGATE	\$	4,000,000	
В	DED X RETENTIONS None							s		
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N		270				X PER OTH-			
	ANY PROPRIETOR/PARTNER/EXECUTIVE	N/A	Х	SWC19291435	05/05/2020	05/05/2021	E.L. EACH ACCIDENT	s	1,000,000	
	If ves, describe under						E.L. DISEASE - EA EMPLOYEE	s	1,000,000	
	DÉSCRIPTION OF OPERATIONS below Equipment Floater						E.L. DISEASE - POLICY LIMIT	s	1,000,000	
^	-quipment rivater		1	57UUN0L4436	09/14/2020	09/14/2021	Limit		50,000	
							Deduct		1,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
*30 Day Notice *10 Day Notice Cancellation for Non-Payment of Premium
RE: ALL OPERATIONS --- Downey Unified School District, its Governing Board,
agents, representatives, employees, trustees, officers, consultants and
volunteers are named as Additional Insureds on the General Liability Policy
with a Waiver of Subrogation. Waiver of Subrogation on the Workers Comp.

CERTIFICATE HOLDER	CANCELLATION
Downey Unified School District 11627 Brookshire Avenue	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
Downey, CA 90241	Rebecca Me Smally
ACOPD 25 (2046/02)	J



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED - AS REQUIREDBY WRITTEN CONTRACT - OPTION V

This endorsement modifies insurance provided under the following:

COMMERCIALGENERAL LIABILITY COVERAGE PART

SECTION II - WHO IS AN INSURED, Paragraph 6. Additional Insureds When Required by Written Contract, Written Agreement or Permit, Subparagraph f. Any Other Party is deleted and replaced with the following:

- A. Any other person or organization who is not an additional insured under Paragraphs a.through e. above and has not been added as an additional insured by separate endorsement under this Coverage Part, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" as described in Paragraph (1), (2), or (3) below, whichever applies:
 - (1) If the "written contract" specifically requires you to provide additional insured coverage to that person or organization by the use of the Additional Insured Owners, Lessees or Contractors endorsement CG 20 10 11 85, or Additional Insured Owners, Lessees or Contractors Scheduled Person Or organization endorsement CG 20 10 1 0 01, or the Additional Insured Owners, Lessees or Contractors Completed Operations endorsement CG 20 37 10 01, then such person or organization is an additional insured, but only with respect to liability arising out of "your work" to which the "written contract" applies; or
 - (2) If the "written contract" specifically requires you to provide additional insured coverage to that person or organization by the use of:
 - a The Additional Insured Owners, Lessees or Contractors - Scheduled Person or Organization endorsement CG 20 10 07 04 or CG 20 10 04 13, the Additional Insured - Owners, Lessees or Contractors - Completed Operations endorsement CG 20 37 07 04 or CG 20 37 04 13, or both of such endorsements with either of those edition dates; or
 - b Either or both of the following: the Additional Insured - Owners, Lessees

or Contractors - Scheduled Person Or Organization endorsement CG 20 10, or the Additional Insured - Owners, Lessees or Contractors - Completed Operations endorsement CG 20 37, without an edition date of such endorsement specified:

then such person or organization is an additional insured, but only with respect to liability caused, in whole or in part, by "your work" to which the "written contract" applies; or

- (3) If neither Paragraph (1) nor (2) above applies, then the person or organization is an additional insured only if, and to the extent that, the injury or damage is caused by "your work" to which the "written contract" applies.
- B. The insurance afforded to the additional insured under this endorsement:
 - (1) Applies only if the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" offense is committed:
 - (a) During the policy period; and
 - (b) Subsequent to the execution of the "written contract"; and
 - (c) Prior to the expiration of the period of time that the "written contract" requires such insurance be provided to the additional insured; and
 - (d) Only to the extent permitted by law; and
 - (e) Will not be broader than that which the "written contract requires.
- C. The following additional exclusion applies to any person or organization that qualifies as an additional insured under this endorsement:
 - (1) This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

Policy #: 57UUN0L4436

- (a) The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or specifications or
- (b) Supervisory, inspection, architectural or engineering activities.
- D. SECTION IV COMMERCIAL GENERAL LIABLITY CONDITIONS, Paragraph 4. Other Insurance, Paragraph b. Excess Insurance, Subparagraph (7) When You Add Others As An Additional Insured To This Insurance is deleted and replaced with the following:

(7) When You Add Others As An Additional Insured To This Insurance

Any other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this endorsement for this Coverage Part.

(a) Primary Insurance

This insurance is primary if you have agreed in the "written contract" that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in Paragraph (c) below. This insurance does not apply to other insurance to which the additional insured has been added as an additional insured.

(b) Primary And Non-Contributory To Other Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (i) The additional insured under this endorsement is a Named Insured under such other insurance; and
- (ii) You have agreed in the "written contract" that this insurance would be primary and would not seek contribution from any other insurance available to such additional insured.

(c) Method of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

E. Withrespect to insurance provided to the person or organization that is an additional insured under this endorsement, SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, Paragraph 2. Duties In The Event Of Occurrence, Offense, Claim or Suit is amended to include the following:

The additional insured must tender the defense and indemnity of any claim or "suit" to any other insurer or self-insurer whose policy or program applies to a loss we cover under this endorsement. However, if the "written contract" requires this insurance to be primary and nonecontributory, then this provision does not apply to insurance to which the additional insured is the Named Insured.

- F. The insurance provided to the additional insured does not apply to "bodily injury", "property damage" or "personal and advertising injury" included in the "products-completed operations hazard", unless the "written contract" specifically requires such coverage be provided for the additional insured. If additional insured coverage during the "products-completed operation hazard" is required by the "written contract", then such coverage will be provided for either:
 - The number of years as required by the "written contract", but in no event greater than the applicable state's statute of repose; or
 - (2) If the "written contract" is silent on the number of years required for "products• completed operations coverage", then such coverage will be provided for 2 years from the date this policy expires, cancels or terminates.
- G. Only for the purpose of this endorsement, "written contract" means a written contract or written agreement that requires you to include a person or organization as an additional insured on this Coverage Part, provided that:
 - a. The "bodily injury", "property damage" or "personal advertising injury" is caused by an "occurrence" or offense during the policy period; and
 - b. The "written contract" was executed prior to the inception of the policy period and in effect during such "bodily injury", "property damage" or "personal advertising injury".

All other terms and conditions in the policy remain unchanged.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - CALIFORNIA

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 2% of the California workers' compensation premium otherwise due on such remuneration.

Schedule

Person or Organization

Job Description

Any person or organization as required by written contract.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated. (The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective

5/5/2020

Policy No. SWC1291435

Endorsement No.

Insurance Company

V & E Tree Services Inc.

Premium \$ 171,602

Security National Insurance Company

Countersigned by ___

Insured

Registration History

Expiration Date

06/30/19

06/30/17

06/30/16

06/30/15

06/30/22

Effective Date

06/06/18

05/23/17 05/17/16

06/18/15

10/15/14

07/01/19

Contractor Information

Legal Entity Name
V&E TREE SERVICE, INC
Legal Entity Type
Corporation
Status
Active

Registration Number 1000001936

Registration effective date 07/01/19 Registration expiration date 06/30/22

Mailing Address
PO BOX 3280 ORANGE 92857 CA United States of America

2425 N. BATAVIA ST ORANGE 92865 CA United States of America

patti@vetreeservice.com Trade Name/DBA V&E TREE SERVICE

License Number (s) CSLB:654506

Legal Entity Information

Corporation Entity Number:

Federal Employment Identification Number:

President Name: Vice President Name:

Treasurer Name: Secretary Name: CEO Name:

Agency for Service:

Agent of Service Name:

Agent of Service Mailing Address:

263-0622-5

953685966

EDWARD ARCHIBALD VICTOR EGGERS

VICTOR EGGERS VICTOR EGGERS

EDWARD ARCHIBALD

ALEC VALK

PO BOX 3280 ORANGE 92857 CA United States of America

Worker's Compensation

Do you lease employees through Professional Employer Organization (PEO)?:

Please provide your current worker's compensation insurance information below:

PEO

PEO InformationName

Insured by Carrier Policy Holder Name: Insurance Carrier:

Policy Number: Inception date: **Expiration Date:** V&E TREE SERVICE, INC

AMTRUST WWC3091302 05/01/14 05/04/20

About DIR

Who we are (https://www.dir.ca.gov/aboutdir.html)

DIR Divisions, Boards & Commissions (https://www.dir.ca.gov/divisions_and_programs.html)

Contact DIR (https://www.dir.ca.gov/Contactus.html)

Work with Us

Jobs at DIR (https://www.dir.ca.gov/dirjobs/dirjobs.htm)

Licensing, registrations, certifications & permits (https://www.dir.ca.gov/permits-licenses-certifications.html)

Required Notifications (https://www.dir.ca.gov/dosh/Required-Notifications.html)

Public Records Requests (https://www.dir.ca.gov/pra_request.html)

Learn More

Acceso al idioma (http://www.dir.ca.gov//Bilingual-Services-Act/default.html)

Frequently Asked Questions (https://www.dir.ca.gov/faqslist.html)

Site Map (https://www.dir.ca.gov/sitemap/sitemap.html)

(https://www.facebook.com/Cali (https://twitter.com/#

Ocontractor's License Detail for License # 654506

DISCLAIMER: A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations.

- CSLB complaint disclosure is restricted by law (B&P 7124 6) if this entity is subject to public complaint disclosure click on link that will appear below for more information. Click here for a definition of disclosuble actions,
- Only construction related civil judgments reported to CSLB are disclosed (86P 7071.17).
- Arbitrations are not listed unless the contractor fails to comply with the terms
- Due to workload, there may be relevant information that has not yet been entered into the board's license database.

Data current as of 4/23/2021 1:29:24 PM

Business Information

V & E TREE SERVICE INC

P O BOX 3280 ORANGE, CA 92865 Business Phone Number: (714) 997-0903

Entity Corporation Issue Date 09/21/1992 Expire Date 09/30/2022

License Status

This license is current and active.

All information below should be reviewed.

Classifications

- C27 LANDSCAPING
- ► C-61 / D49 TREE SERVICE

Bonding Information

Contractor's Bond

This license filed a Contractor's Bond with AMERICAN CONTRACTORS INDEMNITY COMPANY.

Bond Number: SC1012467 Bond Amount: \$15,000 Effective Date: 01/01/2016

Bond of Qualifying Individual

The qualifying individual EDWARD KROENER ARCHIBALD certified that he/she owns 10 percent or more of the voting stock/membership interest of this company; therefore, the Bond of Qualifying individual is not required. Effective Date: 09/23/1999

Workers' Compensation

This license has workers compensation insurance with the SECURITY NATIONAL INSURANCE COMPANY

Policy Number: SWC19291435 Effective Date: 05/05/2020 Expire Date: 05/05/2021 Workers' Compensation History

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Downey Unified School District Facilities Planning & Development Department 11627 Brookshire Avenue, P.O. Box 7017, Downey, California 90241-7017 (562) 469-6708, FAX: (562) 469-6770

PUBLIC WORKS PROJECT PRE-VERIFICATION

Contractor Information	(Veri	fied by Downey Unified	School District)
John Payton Print Name	Copp. Megr (2/4) 997-0903 Phone #	10/25/19 Date
Contractor Name/Company	Contractor License # (CSLB#)	/(0000/936 DIR Registration #	
Sobre Letire Service.Com E-mail Address	D.I.R. Compliant Contact Perso	n	
D.I.R. PREVAILING WAGE MONITO	ORING PROGRAM		-
Senate Bill 854 established a public works of	ontractor registration program.		
All contractors and subcontractors intendin annually renew, on-line for the program.	g to bid or perform work on publi	c works projects are requi	red to register and
Contractors' submitting bids for a Public Wor D.I.R. registered. Prevailing wages must b cannot be accepted nor any contract or sub- subcontractor is D.I.R. registered.			
Public works refers to construction, alterat contract and paid by public funds. Contra exceed \$30,000.	ion, demolition, installation, or repotors must make an attempt to h	air work (including mainter iire apprentices when the	nance) done under total project costs
Contractors must furnish certified payroll red Labor Code 1771.4, all contractors and Labor Commissioner as specified in Section	SUDCONIFACIOES must furnish elect	f Industrial Relations (DIR), ronic certified payroll reco	In accordance with ords directly to the
If the services you are providing the District please ensure you are registered with the D.IDIR of the services you are providing the Davoid interruption in the services you would be	strict. We ask that you complete t	of in consisted to submit a DI	MO 400 1 11 11
Contractor Sch Casts			
(By signing I acknowledge and u	nderstand this to be a Public Works pro	ject and held to D.I.R. regulat	tions)
More information can be found at The Depart	ment of Industrial Relation website: h	ttp://www.dir.ca.gov/Public-Work	cs/PublicWorks.html
For Office Use Only Facilities P & D Maint / Ops / Tr	ansp	Notes:	
Verification: 06/30/2022 ☑ DIR Registration # ☐ 09/30/202 ☑ Contractor State	2 e Lic# X Workers Comp.	Notes :	
DIR Verification Date(s): 04/23/2021 /	/	<i>I</i>	
CSLB Verification Date(s):04/23/2021/_		7	



AGREEMENT FOR CONSTRUCTION SERVICES (SMALL PROJECTS)

AGREEMENT NUMBER _202021-339_

	PURCHASE ORDER NUMBERPO2W-210000001537	
20	IIS CONTRACT is made and entered into this11th day of,	
1.	The Contractor shall furnish to the District for a total price of: Seven Thousand, Six Hundred Seventy-seven and 00/100 Dollars (\$ 7,677.00 ("Contract Price"), the following services ("Services" or "Work"): Furnish and install carpeting at DCC-A, DCC-B, and TTC. Scope of work includes furniture moving all preparations, demolition of existing carpet. For full scope of work and pricing, please reference attached proposal dated 03/20/2021.)
2.	Contractor shall perform the Work at Gallegos Administration Center Located at 11627 Brookshire Ave, Downey, CA 90241	_
	("Site"). The Project is the scope of Work performed at the Site.	
3.	Work shall begin on $\phantom{00000000000000000000000000000000000$	
4.	Contractor agrees that if the Work is not completed within the Contract Time and/or pursuant to the completion schedule, construction schedule, or project milestones developed pursuant to provisions of the Contract, it is understood, acknowledged, and agreed that the District will suffer damage which is not capable of being calculated. Pursuant to Government Code section 53069.85, Contractor shall pay to the District, as fixed and liquidated damages for these incalculable damages, the sum of :	
5.	This Contract incorporates by this reference the Terms and Conditions attached hereto. Contractor, by executing this Contract, agrees to comply with all the Terms and Conditions.	

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]



6.	This Contract incorporates by this reference Contractor, by executing this Contract, agre the Contract Documents. The Contract Documents, as indicated:	es to comply with all obligations set forth in
	Instructions to Bidders Bid Form and Proposal Bid Bond ✓ Noncollusion Declaration Iran Contracting Act Certification Designated Subcontractors List ✓ Notice to Proceed ✓ Prevailing Wage Certification ✓ Workers' Compensation Certification ✓ Criminal Background Investigation / Fingerprinting Certification ✓ Drug-Free Workplace Certification ✓ Tobacco-Free Environment Certification	Asbestos & Other Hazardous Materials Certification ✓ Lead-Product(s) Certification ✓ Roofing Project Certification ✓ Registered Subcontractor List ✓ Insurance Certificates and Endorsements Performance Bond Payment Bond Specifications Plans ✓ Exhibit "A" ("Scope of Work") — [Other]
7.	Contractor shall not commence the Work unsubmitted and the District has approved the (labor and material) bond (if required), the cinsurance required under the Terms and Corto Proceed.	performance bond (if required), payment certificate(s) and the endorsement(s) of
8.	Payment for the Work shall be made in acco	rdance with the Terms and Conditions.
9.		itect"), the construction manager on the ("Construction Manager"), and the Craig Karli ("Project es that the Architect, the Construction sion of the State Architect have authority to tor's Work does not comply with the cle 24 of the California Code of Regulations, rried on except with the knowledge and or. Project Inspector shall have free access tractor shall furnish Project Inspector information as may be necessary to keep rogress, manner of work, and character of any delay caused by its non-compliant Work
10.	Inspection and acceptance of the Work shall of the Maintenance	be performed by <u>Craig Karli</u> _ Department of the District.



11. Any notice required or permitted to be given under this Contract shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile or email, addressed as follows:

District Contractor Universal Metro, Inc. **Downey Unified School District** Name: Grant Petruzzelli ATTN: Darren Purseglove ATTN: 12253 E. Florence Ave. [ADDRESS] 11627 Brookshire Avenue [ADDRESS] Downey, CA 90241 Santa Fe Springs, CA 90670 [FAX] [FAX] (562) 469-6536 562-906-8490 [EMAIL] [EMAIL] dpurseglove@dusd.net bmillette@universalmetro.com

Any notice personally given or sent by facsimile or email shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

- 12. Contractor shall guarantee all labor and material used in the performance of this Contract for a period of one (1) year from the date of the District's written approval of the Work.
- 13. Each party has the full power and authority to enter into and perform this Contract, and the person signing this Contract on behalf of each party has been properly authority and empowered to enter into this Contract.
- 14. By signing this Contract, Contractor certifies, under penalty of perjury, that all the information provided in the Contract Documents is true, complete, and correct.

ACCEPTED AND AGREED on the date indicated below:

Dated:	, 20	Dated:	<u>4/6</u> , 20 <u>21</u>
Downey Un	ified School District	Contractor:	Universal Metro, Inc.
Signature: _		Signature:	
Print Name:	Christina Aragon	Print Name:	Grant Petruzzelli
Print Title: _	Associate Superintendent		V President
Address:	11627 Brookshire Avenue	License No.:	762519
	Downey CA, 90241	Registration No.	:1000014363
Telephone:	(562) 469-6533	Address: 12253 E.	Florence Ave. Santa Fe Springs, CA 90670
Facsimile:	(562) 469-6536	Telephone:	562-906-8484
	djimenez@dusd.net	Facsimile:	
era de suguestro		E-Mail:	



Information regarding Contractor:

Type of Business En	tity:	
Individual		
Sole Proprietor	ship	
Partnership		
Limited Partne	rship	
_✓ Corporation, S	tate: CALIFORNIA	
Limited Liabilit	y Company	
Other:	, ,	

95-7413647

Employer Identification and/or Social Security Number

NOTE: Section 6041 of the Internal Revenue Code (26 U.S.C. 6041) and Section 1.6041-1 of Title 26 of the Code of Federal Regulations (26 C.F.R. 1.6041-1) requires the recipients of \$600.00 or more to furnish their taxpayer information to the payer. In order to comply with these requirements, the District requires the Contractor to furnish the information requested in this section.



TERMS AND CONDITIONS TO CONTRACT

- NOTICE TO PROCEED: District shall provide a Notice to Proceed to Contractor pursuant to the Contract at which time Contractor shall proceed with the Work.
- STANDARD OF CARE: Contractor shall perform, diligently prosecute and complete the Work in a good and workmanlike manner within the Contract Time, and in strict conformity with all Contract Documents.
- 3. **SITE EXAMINATION:** Contractor has examined the Site and certifies that it accepts all measurements, specifications and conditions affecting the Work to be performed at the Site. By submitting its quote, Contractor warrants that it has made all Site examination(s) that it deems necessary as to the condition of the Site, its accessibility for materials, workers and utilities, and Contractor's ability to protect existing surface and subsurface improvements. No claim for allowance of time or money will be allowed as to any other undiscovered condition on the Site.
- 4. PERMITS, LICENSES AND REGISTRATION: Contractor and all of its employees, agents, and subcontractors shall secure and maintain in force, at Contractor's sole cost and expense, all licenses, registration and permits as are required by law, in connection with the furnishing of materials, supplies, or services herein listed.
- 5. **PROJECT INSPECTION CARD:** Contractor shall verify that forms DSA 152 Project Inspection Card (or current version) are issued for the Project prior to commencement of construction.
- 6. **NOTIFICATION:** Contractor shall notify the Architect and Project Inspector, in writing, of the commencement and completion of construction of each and every aspect of the work at least 48 hours in advance by submitting form DSA 156 (or current version) to the Project Inspector. Forms are available on the DSA's website at: http://www.dgs.ca.gov/dsa/Forms.aspx.
- 7. LABOR, MATERIALS AND EQUIPMENT: Contractor shall furnish all tools, equipment, apparatus, facilities, transportation, labor, and material necessary to furnish the services herein described, the services to be performed at such times and places as directed by and subject to the approval of the authorized District representative indicated in the Work specifications attached hereto. Unless otherwise specified, all materials shall be new and previously unused, and of the manufacturer's latest model or the best of their respective kinds and grades as noted or specified, and workmanship shall be of good quality.
- 8. **SUBSTITUTIONS:** No substitutions of material from those specified in the Work Specifications shall be made without the prior written approval of the District. Contractor shall be responsible for any re-design costs occasioned by District's acceptance and/or approval of any substitute, as well as any costs that the District incurs for professional services, including DSA fees. District may deduct those costs from any amounts owing to Contractor for the review of the request for substitution, even if the request for substitution is not approved. Contractor shall, in the event that a substitute is less costly than that specified, credit the District with one-hundred percent (100%) of the net difference between the substitute and the originally specified material.
- 9. **INDEPENDENT CONTRACTOR STATUS:** While engaged in carrying out the Services of this Contract, the Contractor is an independent contractor, and not an officer, employee, agent, partner, or joint venture of the District. Contractor shall be solely responsible for its own Workers' Compensation insurance, taxes, and other similar charges or obligations. Contractor shall be liable for its own actions, including its negligence or gross negligence, and shall be liable for the acts, omissions, or errors of its agents or employees.
- 10. **CONTRACTOR SUPERVISION:** Contractor shall provide competent supervision of personnel employed on the job Site, use of equipment, and quality of workmanship.
- 11. **WORKERS:** Contractor shall at all times enforce strict discipline and good order among its employees and the employees of its subcontractors and shall not employ or work any unfit person or anyone not skilled in work assigned to him or her. Any person in the employ of the Contractor or a subcontractor whom the District may deem incompetent or unfit shall be dismissed from the Site and shall not again be employed at Site without written consent from the District.
- SUBCONTRACTORS: Subcontractors, if any, engaged by the Contractor for any Service or Work under this Contract shall be subject to the approval of the District. Contractor agrees to



bind every subcontractor by the terms of the Contract as far as such terms are applicable to subcontractor's work, including, without limitation, all registration, indemnification, insurance, bond, and warranty requirements. If Contractor shall subcontract any part of this Contract, Contractor shall be fully responsible to the District for acts and omissions of its subcontractor and of persons either directly or indirectly employed by itself. Nothing contained in the Contract Documents shall create any contractual relations between any subcontractor and the District.

- 13. **SAFETY AND SECURITY:** Contractor is responsible for maintaining safety in the performance of this Contract. Contractor shall be responsible to ascertain from the District the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.
- 14. **TRENCH SHORING:** If this Contract is in excess of \$25,000 and is for the excavation of any trench deeper than five (5) feet, Contractor must submit and obtain District acceptance, in advance of excavation, of a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If the plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer.
- EXCAVATIONS OVER FOUR FEET: If this Contract includes excavations over four (4) feet, 15. Contractor shall promptly, and before the following conditions are disturbed, notify the District, in writing, of any: (1) Material that the Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law; (2) Subsurface or latent physical conditions at the site differing from those indicated; or (3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract. The District shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the Work shall issue a change order under the procedures described in the Contract. In the event that a dispute arises between the District and the Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the work, the Contractor shall not be excused from any scheduled completion date provided for by the contract, but shall proceed with all Work to be performed under the contract. The Contractor shall retain any and all rights provided either by Contract or by law which pertain to the resolution of disputes and protests between the contracting parties.
- 16. **LEAD-BASED PAINT:** Pursuant to the Lead-Safe Schools Protection Act (Education Code section 32240 et seq.) and other applicable law, no lead-based paint, lead plumbing and solders, or other potential sources of lead contamination shall be utilized on this Project, and only trained and state-certified contractors, inspectors and workers shall undertake any action to abate existing risk factors for lead. Pursuant to the Renovation, Repair and Painting Rule (title 40 of the Code of Federal Regulations part 745 (40 CFR 745)), all contractors who disturb lead-based paint in a six-square-foot area or greater indoors or a 20-square-foot area or greater outdoors must be trained by an EPA-accredited provider and certified by the EPA. Contractor must execute the Lead-Based Paint Certification, if applicable.
- 17. **STORM WATER PERMIT FOR CONSTRUCTION ACTIVITY:** Contractor shall comply with any Storm Water Pollution Prevention Plan ("SWPPP") that is approved by the District and applicable to the Project, at no additional cost to the District.
- 18. CLEAN UP: Debris shall be removed from the Site. The Site shall be in order at all times when work is not actually being performed and shall be maintained in a reasonably clean condition.
- 19. **PROTECTION OF WORK AND PROPERTY:** Contractor shall erect and properly maintain at all times, as required by conditions and progress of the Work, all necessary safeguards, signs, barriers, lights, and security persons for protection of workers and the public, and shall post danger signs warning against hazards created by the Work. In an emergency affecting life and safety of life or of Work or of adjoining property, Contractor, without special instruction or authorization from District, is permitted to act at his discretion to prevent such threatened loss or injury.



- 20. FORCE MAJEURE: The Contractor shall be excused from performance hereunder during the time and to the extent that it is prevented from obtaining delivery, or performing by act of God, fire, strike, loss, or shortage of transportation facilities, lock-out, commandeering of materials, products, plants, or facilities by the government, when satisfactory evidence thereof is presented to the District, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the Contractor.
- 21. **CORRECTION OF ERRORS:** Contractor shall perform, at its own cost and expense and without reimbursement from the District, any work necessary to correct errors or omissions that are caused by the Contractor's failure to comply with the approved plans and specifications and the standard of care required herein.
- 22. DISTRICT'S RIGHT TO PERFORM WORK: If the Contractor should neglect to prosecute the Work properly or fail to perform any provisions of this Contract, the District, after FORTY-EIGHT (48) hours' written notice to the Contractor, may make good such deficiencies, without prejudice to any other remedy it may have, including but not limited to the District hiring its own forces or another contractor to replace the Contractor's nonconforming Work, in which case the District shall either issue a deductive Change Order, a Construction Change Directive, or invoice the Contractor for the cost of that work. Contractor shall pay any invoices within thirty (30) days of receipt of same or District may withhold those amounts from payment(s) otherwise due to Contractor.
- 23. **ACCESS TO WORK:** District representatives, Architect, and Project Inspector shall at all times have access to the Work wherever it is in preparation or in progress. Contractor shall provide safe and proper facilities for such access.
- 24. OCCUPANCY: District reserves the right to occupy buildings at any time before formal Contract completion and such occupancy shall not constitute final acceptance or approval of any part of the Work covered by this Contract, nor shall such occupancy extend the date specified for completion of the Work.
- 25. PAYMENT: On a monthly basis, Contractor shall submit an application for payment based upon the estimated value for materials delivered or services performed under the Contract as of the date of submission ("Application for Payment"). Within thirty (30) days after District's approval of the Application for Payment, Contractor shall be paid a sum equal to ninety-five percent (95%) of the value of the Work performed (as verified by Architect and Inspector and certified by Contractor) up to the last day of the previous month, less the aggregate of previous payments and amount to be withheld. The District may withhold or deduct from any payment an amount necessary to protect the District from loss because of: (1) liquidated damages which have accrued as of the date of the application for payment; (2) any sums expended by the District in performing any of Contractor's obligations under the Contract which Contractor has failed to perform or has performed inadequately; (3) defective Work not remedied; (4) stop payment notices as allowed by state law; (5) reasonable doubt that the Work can be completed for the unpaid balance of the Total Contract price or by the scheduled completion date; (6) unsatisfactory prosecution of the Work by Contractor; (7) unauthorized deviations from the Contract; (8) failure of the Contractor to maintain or submit on a timely basis proper and sufficient documentation as required by the Contract or by District during the prosecution of the Work; (9) erroneous or false estimates by the Contractor of the value of the Work performed; (10) any sums representing expenses, losses, or damages, as determined by the District, incurred by the District for which Contractor is liable under the Contract; and (11) any other sums which the District is entitled to recover from Contractor under the terms of the Contract or pursuant to state law, including section 1727 of the California Labor Code. The failure by the District to deduct any of these sums from a progress payment shall not constitute a waiver of the District's right to such sums. The District shall retain five percent (5%) from all amounts owing as retention. Retention shall be paid pursuant to Public Contract Code sections 7107, 7200 and 7201.
- 26. **CHANGE IN SCOPE OF WORK:** Any change in the scope of the Work, method of performance, nature of materials or price thereof, or any other matter materially affecting the performance or nature of the Work shall not be paid for or accepted unless such change, addition, or deletion is approved in advance and in writing by a valid change order executed by the District. Contractor specifically understands, acknowledges, and agrees that the District shall have the



right to request any alterations, deviations, reductions, or additions to the Project or Work, and the cost thereof shall be added to or deducted from the amount of the Contract Price by fair and reasonable valuations. Contractor also agrees to provide the District with all information requested to substantiate the cost of the change order and to inform the District whether the Work will be done by the Contractor or a subcontractor. In addition to any other information requested, Contractor shall submit, prior to approval of the change order, its request for a time extension (if any), as well as all information necessary to substantiate its belief that such change will delay the completion of the Work. If Contractor fails to submit its request for a time extension or the necessary supporting information, it shall be deemed to have waived its right to request such extension.

27. INDEMNIFICATION:

- 27.1 To the furthest extent permitted by California law, Contractor shall indemnify and hold harmless the District, its agents, representatives, officers, consultants, employees, and volunteers (the "Indemnified Parties") from any and all demands, damages, injuries, losses, expenses, liabilities, claims, suits, and actions (the "claims") of any kind, nature, and description, including, but not limited to, attorneys' fees and costs, directly or indirectly arising from, arising out of, connected with, or resulting from, in whole or in part, the performance of this Contract unless the claims are caused wholly by the sole or active negligence or willful misconduct of the Indemnified Parties and/or defects in design furnished by the Architect, as found by a court or arbitrator of competent jurisdiction, in which case the Contractor's indemnification and hold harmless obligation shall be reduced by the proportion of the Indemnitees' and/or Architect's liability.
- 27.2 Contractor shall also, to the furthest extent permitted by California law, defend the Indemnified Parties at Contractor's own expense, including attorneys' fees and costs, from any and all claims directly or indirectly arising from, arising out of, connected with, or resulting from the performance of this Contract unless the claims are caused wholly by the sole or active negligence or willful misconduct of the Indemnified Parties and/or defects in design furnished by the Architect, as found by a court or arbitrator of competent jurisdiction, in which case the Contractor's defense obligation shall be reduced by the proportion of the Indemnitees' and/or Architect's liability. The District shall have the right to accept or reject any legal representation that Contractor proposes to defend the District.
- 27.3 Pursuant to Public Contract Code section 9201, the District shall provide timely notification to Contractor of the receipt of any third-party claim relating to this Contract. The District shall be entitled to recover its reasonable costs incurred in providing said notification.
- 27.4 If the Indemnitees provide their own defense due to failure to timely respond to tender of defense, rejection of tender of defense, or conflict of interest of proposed counsel, Contractor shall reimburse Indemnitees for any expenditures, including reasonable attorney's fees and costs.
- 27.5 The District may retain so much of the moneys due the Contractor as shall be considered necessary, until disposition of any such suit, claims or actions for damages or until the District has received written agreement from the Contractor that it will unconditionally defend the Indemnified Parties, and pay any damages due by reason of settlement or judgment.
- 27.6 The Contractor's defense and indemnification obligations hereunder shall survive the completion of Work, including the warranty/guarantee period, and/or the termination of the Contract.
- 28. **PAYMENT BOND AND PERFORMANCE BOND:** Contractor shall not commence the Work until it has provided to the District, in a form acceptable to the District, a Payment (Labor and Material) Bond and a Performance Bond (if required), each in an amount equivalent to one hundred percent (100%) of the Contract Price issued by a surety admitted to issue bonds in the State of California and otherwise acceptable to the District.



29. CONTRACTOR'S INSURANCE:

29.1 The Contractor shall procure and maintain at all times it performs any portion of the Services the following insurance with minimum limits equal to the amount indicated below.

Type of Coverage	Minimum Requirement
Commercial General Liability Insurance, including Bodily Injury,	
Personal Injury, Property Damage, Advertising Injury, and Medical Payments	
Each Occurrence	\$ 1,000,000
General Aggregate	\$ 2,000,000
Automobile Liability Insurance - Any Auto	
Each Occurrence	\$ 1,000,000
General Aggregate	\$ 1,000,000
Workers' Compensation	Statutory Limits
Employer's Liability	\$ 1,000,000

- 29.1.1 Commercial General Liability and Automobile Liability Insurance.

 Commercial General Liability Insurance and Any Auto Automobile Liability Insurance that shall protect the Contractor, the District, and the State from all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising performing any portion of the Services. (Form CG 0001 and CA 0001, or forms substantially similar, if approved by the District.)
- 29.1.2 Workers' Compensation and Employers' Liability Insurance. Workers' Compensation Insurance and Employers' Liability Insurance for all of its employees performing any portion of the Services. In accordance with provisions of section 3700 of the California Labor Code, the Contractor shall be required to secure workers' compensation coverage for its employees. If any class of employee or employees engaged in performing any portion of the Services under this Contract are not protected under the Workers' Compensation Statute, adequate insurance coverage for the protection of any employee(s) not otherwise protected must be obtained before any of those employee(s) commence performing any portion of the Services.
- 29.2 **Proof of Insurance**. The Contractor shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverage have been delivered in duplicate to the District and approved by the District. Certificates and insurance policies shall include the following:
 - 29.2.1 A clause stating: "This policy shall not be canceled until notice has been mailed to the District, stating date of cancellation. Date of cancellation shall not be less than thirty (30) days after date of mailing notice."
 - 29.2.2 Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation notice will be sent, and length of notice period.
 - 29.2.3 An endorsement stating that the District and its Governing Board, agents, representatives, employees, trustees, officers, consultants, and volunteers are named additional insured under all policies except Workers' Compensation Insurance, and Employers' Liability Insurance. An endorsement shall also state that Contractor's insurance policies shall be primary to any insurance or self-insurance maintained by District. An endorsement shall also state that there shall be a waiver of any subrogation.
 - 29.2.4 All policies except the Workers' Compensation Insurance, and Employers' Liability Insurance Policies shall be written on an occurrence form.



- 29.3 **Acceptability of Insurers**. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the District.
- 30. **WARRANTY/QUALITY:** Unless a longer warranty is called for elsewhere in the Contract Documents, the Contractor, manufacturer, or their assigned agents shall guarantee the workmanship, product or service performed against defective workmanship, defects or failures of materials for a minimum period of one (1) year from filing the Notice of Completion with the county in which the Site is located. All workmanship and merchandise must be warranted to be in compliance with applicable California energy, conservation, environmental, and educational standards.
- 31. **CONFIDENTIALITY:** The Contractor shall maintain the confidentiality of all information, documents, programs, procedures, and all other items that Contractor encounters while performing the Contractor's Work to the extent allowed by law. This requirement shall be ongoing and shall survive the expiration or termination of this Contract and specifically includes all student, parent, and disciplinary information.
- 32. **LIMITATION OF DISTRICT LIABILITY:** District's financial obligations under this Contract shall be limited to the payment of the compensation provided in this Contract. Notwithstanding any other provision of this Contract, in no event shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Contract for the services performed in connection with this Contract.
- 33. COMPLIANCE WITH LAWS: Contractor shall give all notices and comply with all laws, ordinance, rules and regulations bearing on conduct of the Work as indicated or specified. If Contractor observes that any of the Work required by this Contract is at variance with any such laws, ordinance, rules or regulations, Contractor shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Work shall be made and this Contract shall be appropriately amended in writing, or this Contract shall be terminated effective upon Contractor's receipt of a written termination notice from the District. If Contractor performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Contractor shall bear all costs arising therefrom.
- 34. **LABOR CODE REQUIREMENTS:** The Contractor shall comply with all applicable provisions of the California Labor Code, Division 3, Part 7, Chapter 1, Articles 1 5, including, without limitation, the payment of the general prevailing per diem wage rates for public work projects of more than one thousand dollars (\$1,000). Copies of the prevailing rate of per diem wages are on file with the District or available online at http://www.dir.ca.gov/. In addition, the Contractor and each subcontractor shall comply with Chapter 1 of Division 2, Part 7 of the California Labor Code, beginning with Section 1720, and including Section 1735, 1777.5 and 1777.6, forbidding discrimination, and Sections 1776, 1777.5 and 1777.6 concerning the employment of apprentices by Contractor or subcontractors. Willful failure to comply may result in penalties, including loss of the right to bid on or receive public works contracts.
 - 34.1 **Registration**: Contractor and its subcontractor(s) shall be registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 and in accordance with Labor Code section 1771.1.
 - 34.2 Registered Subcontractor List: Within 30 days of the award of contract or prior to commencing the Work under this Contract, whichever occurs first, Contractor shall provide District all information required by Labor Code section 1773.3, as amended by Stats. 2017, Ch. 28, Sec. 21, for Company and all tiers of Subcontractors to enable District to provide notice to the Department of Industrial Relations (DIR) of the Contract (PWC-100 form). Contractor shall submit and maintain an updated Registered Subcontractor List including all Subcontractors of any tier furnishing labor, material, or equipment to the Project.
 - 34.3 **Certified Payroll Records**: Contractor and its subcontractor(s) shall upload certified payroll records ("CPR") electronically using California Department of Industrial Relations' (DIR) eCPR System by uploading the CPRs by electronic XML file or entering each record manually using the DIR's iform (or current form) online on a weekly basis and within ten (10) days of any request by the District or Labor Commissioner at



http://www.dir.ca.gov/Public-Works/Certified-Payroll-Reporting.html or current application and URL, showing the name, address, social security number, work classification, straight time, and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the Contractor and/or each subcontractor in connection with the Work.

- 34.4 **Labor Compliance**: Contractor shall perform the Work of the Project while complying with all the applicable regulations, including section 16000, et seq., of Title 8 of the California Code of Regulations and is subject to labor compliance monitoring and enforcement by the Department of Industrial Relations.
- 35. **ANTI-DISCRIMINATION:** Contractor herein agrees to comply with the provisions of the California Fair Employment and Housing Act as set forth in part 2.8 of division 3 of the California Government Code, commencing at section 12900; the Federal Civil Rights Act of 1964, as set forth in Public Law 88-352, and all amendments thereto; Executive Order 11246; and all administrative rules and regulations found to be applicable to Contractor and all of its subcontractors. In addition, the Contractor agrees to require like compliance by all its subcontractor(s).
- 36. **ANTI-TRUST CLAIM:** Contractor and its subcontractor(s) agree to assign to the District all rights, title, and interest in and to all causes of action they may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the Contract or a subcontract. This assignment shall be made and become effective at the time the District tenders final payment to the Contractor, without further acknowledgment by the parties.
- 37. CONTRACTOR CLAIMS: In the event of any demand by Contractor for (A) a time extension, including, without limitation, for relief from damages or penalties for delay assessed by the District under the Contract, (B) payment by the District of money or damages arising from work done by, or on behalf of, the Contractor pursuant to the Contract and payment of which is not otherwise expressly provided for or to which Contractor is not otherwise entitled to, or (C) an amount of payment disputed by the District, the parties shall attempt to resolve the dispute by those procedures set forth in Public Contract Code section 9204 and/or Article 1.5 (commencing with section 20104) of Chapter 1, Part, 3, Division 2, of the Public Contract Code, if applicable, the provisions of which are each attached hereto and incorporated herein by this reference. If a claim, or any portion thereof, remains in dispute upon satisfaction of all applicable dispute resolution requirements, the Contractor shall comply with all claims presentation requirements as provided in Chapter 1 (commencing with section 900) and Chapter 2 (commencing with section 910) of Part 3 of Division 3.6 of Title 1 of Government Code as a condition precedent to the Contractor's right to bring a civil action against the District. For purposes of those provisions, the running of the time within which a claim must be presented to the District shall be tolled from the time the Contractor submits its written claim until the time the claim is denied, including any time utilized by any applicable meet and confer process. Pending resolution of the dispute, Contractor and its subcontractors shall continue to perform the Work under the Contract and shall not cause a delay of the Work during any dispute, claim, negotiation, mediation, or arbitration proceeding, except by written agreement of the District.
- 38. **ATTORNEY FEES/COSTS:** Should litigation be necessary to enforce any terms or provisions of this Contract, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.
- 39. **TERMINATION:** If Contractor fails to perform the Services and Contractor's duties to the satisfaction of the District, or if Contractor fails to fulfill in a timely and professional manner Contractor's obligations under this Contract, or if Contractor violates any of the terms or provisions of this Contract, District shall have the right to terminate this Contract effective immediately upon the District giving written notice thereof to the Contractor. The Contractor and its performance bond surety, if any, shall be liable for all damages caused to the District by reason of the Contractor's failure to perform and complete the Contract. District shall also have the right in its sole discretion to terminate the Contract for its own convenience upon District giving three (3) days' written notice thereof to the Contractor. In case of a termination for convenience, Contractor shall be paid for the actual cost for labor, materials, and services



performed that is unpaid and can be documented through timesheets, invoices, receipts, or otherwise, and five percent (5%) of the total cost of Work performed as of the date of termination, or five percent (5%) of the value of the Work yet to be performed, whichever is less. This five percent (5%) shall be full compensation for all of Contractor's and its subcontractor(s)' mobilization and/or demobilization costs and any anticipated loss profits resulting from termination of the Contractor for convenience. Termination shall have no effect upon any of the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of termination.

- 40. **ASSIGNMENT OF CONTRACT:** Contractor shall not assign or transfer in any way any or all of its rights, burdens, duties, or obligations under this Contract without the prior written consent of the District.
- 41. **TIME IS OF THE ESSENCE:** Time is of the essence in the performance of and compliance with each of the provisions and conditions of this Contract.
- 42. **CALCULATION OF TIME:** For the purposes of this Contract, "days" refers to calendar days unless otherwise specified.
- 43. **GOVERNING LAW:** This Contract shall be governed by and construed in accordance with the laws of the State of California with venue of any action in a County in which the District administration office is located.
- 44. **BINDING CONTRACT:** This Contract shall be binding upon the parties hereto and upon their successors and assigns, and shall inure to the benefit of said parties and their successors and assigns.
- 45. **DISTRICT WAIVER:** District's waiver of any term, condition, covenant or waiver of a breach of any term, condition or covenant shall not constitute the waiver of any other term, condition or covenant or the waiver of a breach of any other term, condition or covenant.
- 46. **CAPTIONS AND INTERPRETATIONS:** Paragraph headings in this Contract are used solely for convenience, and shall be wholly disregarded in the construction of this Contract. No provision of this Contract shall be interpreted for or against a party because that party or its legal representative drafted such provision, and this Contract shall be construed as if jointly prepared by the parties.
- 47. **INVALID TERM:** If any provision of this Contract is declared or determined by any court of competent jurisdiction to be illegal, invalid or unenforceable, the legality, validity or enforceability of the remaining parts, terms and provisions shall not be affected thereby, and said illegal, unenforceable or invalid part, term or provision will be deemed not to be a part of this Contract.
- 48. **PROVISIONS REQUIRED BY LAW DEEMED INSERTED:** Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and this Contract shall be read and enforced as though it were included therein.
- 49. **ENTIRE CONTRACT:** This Contract sets forth the entire agreement between the parties hereto and fully supersedes any and all prior agreements, understandings, written or oral, between the parties hereto pertaining to the subject matter thereof.
- 50. **NO ORAL MODIFICATIONS:** No oral agreement or conversation with any officer, agent, or employee of District, either before or after execution of Contract, shall affect or modify any of the terms or obligations contained in any of the documents comprising the Contract.



Public Contract Code section 9204

- (a) The Legislature finds and declares that it is in the best interests of the state and its citizens to ensure that all construction business performed on a public works project in the state that is complete and not in dispute is paid in full and in a timely manner.
- (b) Notwithstanding any other law, including, but not limited to, Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2, Chapter 10 (commencing with Section 19100) of Part 2, and Article 1.5 (commencing with Section 20104) of Chapter 1 of Part 3, this section shall apply to any claim by a contractor in connection with a public works project.
- (c) For purposes of this section:
- (1) "Claim" means a separate demand by a contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:
- (A) A time extension, including, without limitation, for relief from damages or penalties for delay assessed by a public entity under a contract for a public works project.
- (B) Payment by the public entity of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public works project and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled.
- (C) Payment of an amount that is disputed by the public entity.
- (2) "Contractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who has entered into a direct contract with a public entity for a public works project.
- (3) (A) "Public entity" means, without limitation, except as provided in subparagraph (B), a state agency, department, office, division, bureau, board, or commission, the California State University, the University of California, a city, including a charter city, county, including a charter county, city and county, including a charter city and county, district, special district, public authority, political subdivision, public corporation, or nonprofit transit corporation wholly owned by a public agency and formed to carry out the purposes of the public agency.
- (B) "Public entity" shall not include the following:
- (i) The Department of Water Resources as to any project under the jurisdiction of that department.
- (ii) The Department of Transportation as to any project under the jurisdiction of that department.
- (iii) The Department of Parks and Recreation as to any project under the jurisdiction of that department.
- (iv) The Department of Corrections and Rehabilitation with respect to any project under its jurisdiction pursuant to Chapter 11 (commencing with Section 7000) of Title 7 of Part 3 of the Penal Code.
- (v) The Military Department as to any project under the jurisdiction of that department.
- (vi) The Department of General Services as to all other projects.
- (vii) The High-Speed Rail Authority.
- (4) "Public works project" means the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind.
- (5) "Subcontractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who either is in direct contract with a contractor or is a lower tier subcontractor.
- (d) (1) (A) Upon receipt of a claim pursuant to this section, the public entity to which the claim applies shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the claimant a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, a public entity and a contractor may, by mutual agreement, extend the time period provided in this subdivision.
- (B) The claimant shall furnish reasonable documentation to support the claim.
- (C) If the public entity needs approval from its governing body to provide the claimant a written statement identifying the disputed portion and the undisputed portion of the claim, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the public entity shall have up to three days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide the claimant a written statement identifying the disputed portion and the undisputed portion.



- (D) Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. If the public entity fails to issue a written statement, paragraph (3) shall apply.
- (2) (A) If the claimant disputes the public entity's written response, or if the public entity fails to respond to a claim issued pursuant to this section within the time prescribed, the claimant may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the public entity shall schedule a meet and confer conference within 30 days for settlement of the dispute.
- (B) Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the public entity shall provide the claimant a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the public entity and the claimant sharing the associated costs equally. The public entity and claimant shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.
- (C) For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.
- (D) Unless otherwise agreed to by the public entity and the contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.
- (E) This section does not preclude a public entity from requiring arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program, if mediation under this section does not resolve the parties' dispute.
- (3) Failure by the public entity to respond to a claim from a contractor within the time periods described in this subdivision or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the public entity's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the claimant.
- (4) Amounts not paid in a timely manner as required by this section shall bear interest at 7 percent per annum.
- (5) If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against a public entity because privity of contract does not exist, the contractor may present to the public entity a claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on his or her own behalf or on behalf of a lower tier subcontractor, that the contractor present a claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the claim be presented to the public entity shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the contractor shall notify the subcontractor in writing as to whether the contractor presented the claim to the public entity and, if the original contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.
- (e) The text of this section or a summary of it shall be set forth in the plans or specifications for any public works project that may give rise to a claim under this section.
- (f) A waiver of the rights granted by this section is void and contrary to public policy, provided, however, that (1) upon receipt of a claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable; and (2) a public entity may prescribe reasonable change order, claim, and dispute resolution procedures and requirements in addition to the provisions of this section, so long as the contractual provisions do not conflict with or otherwise impair the timeframes and procedures set forth in this section.
- (g) This section applies to contracts entered into on or after January 1, 2017.
- (h) Nothing in this section shall impose liability upon a public entity that makes loans or grants available through a competitive application process, for the failure of an awardee to meet its contractual obligations.
- (i) This section shall remain in effect only until January 1, 2020, and as of that date is repealed, unless a later enacted statute, that is enacted before January 1, 2020, deletes or extends that date.



Public Contract Code sections 20104 - 20104.6

§ 20104.

- (a) (1) This article applies to all public works claims of three hundred seventy-five thousand dollars (\$375,000) or less which arise between a contractor and a local agency.
- (2) This article shall not apply to any claims resulting from a contract between a contractor and a public agency when the public agency has elected to resolve any disputes pursuant to Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2.
- (b) (1) "Public work" means "public works contract" as defined in Section 1101 but does not include any work or improvement contracted for by the state or the Regents of the University of California.
- (2) "Claim" means a separate demand by the contractor for (A) a time extension, (B) payment of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public work and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to, or (C) an amount the payment of which is disputed by the local agency.
- (c) The provisions of this article or a summary thereof shall be set forth in the plans or specifications for any work which may give rise to a claim under this article.
- (d) This article applies only to contracts entered into on or after January 1, 1991.

§ 20104.2.

For any claim subject to this article, the following requirements apply:

- (a) The claim shall be in writing and include the documents necessary to substantiate the claim. Claims must be filed on or before the date of final payment. Nothing in this subdivision is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims.
- (b) (1) For claims of less than fifty thousand dollars (\$50,000), the local agency shall respond in writing to any written claim within 45 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.
- (2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.
- (3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 15 days after receipt of the further documentation or within a period of time no greater than that taken by the claimant in producing the additional information, whichever is greater.
- (c) (1) For claims of over fifty thousand dollars (\$50,000) and less than or equal to three hundred seventy-five thousand dollars (\$375,000), the local agency shall respond in writing to all written claims within 60 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.
- (2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.
- (3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 30 days after receipt of the further documentation, or within a period of time no greater than that taken by the claimant in producing the additional information or requested documentation, whichever is greater.
- (d) If the claimant disputes the local agency's written response, or the local agency fails to respond within the time prescribed, the claimant may so notify the local agency, in writing, either within 15 days of receipt of the local agency's response or within 15 days of the local agency's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon a demand, the local agency shall schedule a meet and confer conference within 30 days for settlement of the dispute.
- (e) Following the meet and confer conference, if the claim or any portion remains in dispute, the claimant may file a claim as provided in Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the claimant submits his or her written claim pursuant to subdivision (a) until the time that claim is denied as a result of the meet and confer process, including any period of time utilized by the meet and confer process.
- (f) This article does not apply to tort claims and nothing in this article is intended nor shall be construed to change the time periods for filing tort claims or actions specified by Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code.



§ 20104.4.

The following procedures are established for all civil actions filed to resolve claims subject to this article:

- (a) Within 60 days, but no earlier than 30 days, following the filing or responsive pleadings, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court or by stipulation of both parties. If the parties fail to select a mediator within the 15-day period, any party may petition the court to appoint the mediator.
- (b) (1) If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act (Title 4 (commencing with Section 2016.010) of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.
- (2) Notwithstanding any other provision of law, upon stipulation of the parties, arbitrators appointed for purposes of this article shall be experienced in construction law, and, upon stipulation of the parties, mediators and arbitrators shall be paid necessary and reasonable hourly rates of pay not to exceed their customary rate, and such fees and expenses shall be paid equally by the parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division. In no event shall these fees or expenses be paid by state or county funds.
- (3) In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, any party who after receiving an arbitration award requests a trial de novo but does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, pay the attorney's fees of the other party arising out of the trial de novo.
- (c) The court may, upon request by any party, order any witnesses to participate in the mediation or arbitration process.

§ 20104.6.

- (a) No local agency shall fail to pay money as to any portion of a claim which is undisputed except as otherwise provided in the contract.
- (b) In any suit filed under Section 20104.4, the local agency shall pay interest at the legal rate on any arbitration award or judgment. The interest shall begin to accrue on the date the suit is filed in a court of law.



EXHIBIT "A" SCOPE OF WORK

Consultant's entire Proposal is **not** made part of this Agreement.

Scope of work outlined on contractor's attached estimate/proposal



SINGLE SOURCE COMMERCIAL FLOORING

March 20, 2021

Downey Unified School District Attn: Craig Karli Email

Re: TCC Conference Rooms

Per Plans: Field Measure

Provide and install floor finishes: TCC

- Demo Existing Carpet and Rubber Base (110 sy)
- Sweep and Prep Floor to Owner Supplied Tandus Carpet Tiles (110 sy)
- Install New Owner Supplied Tandus Carpet Tiles (110 sy)
- Johnsonite 4" Rubber Cove Base Color: T.B.D. (140 lf)
- Rubber Transition at Finish Changes

TCC Conference Room Bid: \$ 2,190.00

Add: For Furniture Moving

ide \$ 450 pd

Provide and install floor finishes: TCCB

- Demo Existing Carpet and Rubber Base (60 sy)
- Sweep and Prep Floor to Owner Supplied Tandus Carpet Tiles (60 sy)
- Install New Owner Supplied Tandus Carpet Tiles (60 sy)
- Johnsonite 4" Rubber Cove Base Color: T.B.D. (120 lf)
- Rubber Transition at Finish Changes

TCC Conference Room B Bid: \$ 1,430.00

Add: For Furniture Moving

Add \$ 282 00





SINGLE SOURCE COMMERCIAL FLOORING

Provide and install floor finishes: TCC A

- Demo Existing Carpet and Rubber Base (160sy)
- Sweep and Prep Floor to Owner Supplied Tandus Carpet Tiles (160 sy)
- Install New Owner Supplied Tandus Carpet Tiles (160 sy)
- Johnsonite 4" Rubber Cove Base Color: T.B.D. (160 lf)
- Rubber Transition at Finish Changes

D ▼CC Conference Room A Bid: \$ 2,875.00

Add: For Furniture Moving

Add \$ 450.00

Inclusions:

Tax, freight. Prevailing wage rates included. Based on normal business hours.

Price good 60 days.

Exclusions:

Vapor Barrier, Moisture Barrier. Guarantee does NOT warranty moisture related substrate failures.

Cleaning/sealing, maintenance, or protection of floor finishes. Supplying carpet.

Furniture moving.

Please call me at 562-755-9783 with any further questions.

Sincerely,

Peter Varela

Pvarela@universalmetro.com





SINGLE SOURCE COMMERCIAL FLOORING

PAYMENTS: Monthly Progressive Labor Billings. Deposit may be required by some vendors. All payments are due within thirty (30) days of invoice.

BUYER'S FINANCIAL RESPONSIBILITY: If at any time in the opinion of the seller, the financial responsibility of the buyer becomes impaired or unsatisfactory, seller reserves the right to require payment in advance or other security for delivery under this agreement, and payment for all material shipped under this contract becomes due and payable immediately. In the event of cancellation or check stop payment for any reason the full face of contract becomes due and payable.

APPLICATION TO MAKE PAYMENT: Buyer hereby authorizes seller to apply any payment made by or behalf of buyers to seller to any account or accounts then outstanding between buyer and seller, and herby waives his rights to require any particular application of such payment at the time of making the same.

FAILURE TO MAKE PAYMENT: Seller shall not be required to furnish materials hereunder if any failure exists on the part of buyer to make payment for materials prompt when due. Seller may elect to terminate deliveries of buyer's account becomes delinquent even if it may cause a work stoppage and keep a job idle,

EARLY TERMINATION: The agreement may be terminated by seller at it's option if buyer should: (1) be adjudicated a bankruptcy; (2) become insolvent or have a receivership of his assets or property appointed because of insolvency; (3) make a general assignment for benefit of creditors; (4) default in the performance of any obligation or payment of any indebtedness to seller, under this agreement or otherwise; or (5) institute any procedures for reorganization or rearrangement of its affairs.

CHOICE OF LAW: This agreement is entered into at Los Angeles County, California for Venue Purposes and shall be governed by and construed in accordance with the laws of the State of California.

BUYER'S PURCHASE ORDER: It is agreed that when buyer issues his own purchase orders for materials, such purchase orders are accepted by seller only under the seller's General Terms and Conditions of Sale.

ARBITRATION: Any controversy or claim arising out of or related to this agreement, or the breach thereof, shall be settled by arbitration in accordance with the Construction Industry Rules of the American Arbitration Association, and judgment upon the rendered by the arbitrator(s) may be entered in any court as having jurisdiction thereof.

INTEREST AND ATTORNEY'S FEES: In the event the buyer shall fail to make payment for any materials promptly when due, it agrees to pay interest charges at 1 ½ % per month on past due accounts-annual rate, 18%. The maximum legal rate. Further, in the event it becomes necessary to institute action to enforce payment under the terms of this agreement, the party in whose favor judgment or award shall be rendered shall be entitled to recover from the other party all costs incurred by said prevailing party in said action, including reasonable attorney's fees to be fixed therein and including, without limitation, cost of any bonds, stop notice bonds, expert witness fees, appraisal fees, etc. In the event a law suit is necessary to collect the contract price or any part thereof, buyer agrees to pay reasonable attorney's fees and court costs.

GUARANTEE: All materials are guaranteed against manufacturing defects by the manufacturer. All installation labor guaranteed for one year under normal use. Universal Metro Inc. cannot be held responsible for strikes or other delays. Title to above property will remain with seller until it is paid in full. Special Order merchandise is non-cancelable hereby accept this proposal and agree to abide by the terms herein.

Systomer Authorization Signature





The undersigned declares:

NONCOLLUSION DECLARATION Public Contract Code Section 7106

TO BE EXECUTED BY CONTRACTOR AND SUBMITTED WITH CONTRACT

I am the _	President	of	Universal Metro, Inc.
	(Title)	DESCRIPTION S.	(Bidder Name)
the party r	making the fore	going b	d.
company, sham. The a false or sagreed with bidder has conference overhead, contained bid price or relative the depository.	association, orge bidder has not sham bid. The bit any bidder or not in any mare with anyone to profit, or cost ein the bid are to any breakdownereto, to any ments.	ganizati t directl idder ha r anyon nner, dir to fix th lement true. The von there corpora nber or	st of, or on behalf of, any undisclosed person, partnership, on, or corporation. The bid is genuine and not collusive or y or indirectly induced or solicited any other bidder to put in as not directly or indirectly colluded, conspired, connived, or e else to put in a sham bid, or to refrain from bidding. The ectly or indirectly, sought by agreement, communication, or e bid price of the bidder or any other bidder, or to fix any of the bid price, or of that of any other bidder. All statements e bidder has not, directly or indirectly, submitted his or her eof, or the contents thereof, or divulged information or data tion, partnership, company, association, organization, bid agent thereof, to effectuate a collusive or sham bid, and has erson or entity for such purpose.
joint vent hereby rep	ure, limited lia	bility c	ation on behalf of a bidder that is a corporation, partnership, ompany, limited liability partnership, or any other entity, has full power to execute, and does execute, this declaration
I declare u foregoing April	is true and corr	rect and	y under the laws of the State of California that the that this declaration is executed on this 6 day of on the Fe Springs, CA 90670 (City, State)
Proper Na	me of Bidder:		Universal Metro, Inc.
Signature	:		
Print Nam	ie:		Grant Petruzzelli
Title:		*	President



PREVAILING WAGE CERTIFICATION

I hereby certify that I will conform to the State of California Public Works Contract requirements regarding prevailing wages, benefits, on-site audits with 48-hours' notice, payroll records, and apprentice and trainee employment requirements, for all Work on the above Project, including, without limitation, labor compliance monitoring and enforcement by the Department of Industrial Relations.

Date:	4/6 , 2021
Proper Name of Contractor:	Universal Metro, Inc.
Signature:	(de)
Print Name:	Grant Petruzzelli
Title:	President



WORKERS' COMPENSATION CERTIFICATION

Labor Code section 3700 in relevant part provides:

Every employer except the State shall secure the payment of compensation in one or more of the following ways:

- a. By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this state.
- b. By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees.

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

Date:	4/6 , 2021
Proper Name of Contractor:	Universal Metro, Inc.
Signature:	- plant
Print Name:	Grant Barruzzelli
Title:	President

(In accordance with Article 5 - commencing at section 1860, chapter 1, part 7, division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any Work under this Contract.)



CRIMINAL BACKGROUND INVESTIGATION /FINGERPRINTING CERTIFICATION

PURCHASE ORDER NO.: PO2W-210000001537 between the Downey Unified School Universal Metro, Inc. Universal Metro, Inc. ("Contractor" or "Bidder") ("Contract" or "Project").			
The undersigned does hereby certify to the governing board of the District as follows:			
That I am a representative of the Contractor currently under contract with the District; that I am familiar with the facts herein certified; and that I am authorized and qualified to execute this certificate on behalf of Contractor.			
Contractor certifies that it has taken at least one of the following actions with respect to the construction Project that is the subject of the Contract (check all that apply):			
The Contractor is a sole proprietor and intends to comply with the fingerprinting requirements of Education Code section 45125.1(k) with respect to all Contractor's employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and hereby agrees to the District's preparation and submission of fingerprints such that the California Department of Justice may determine that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. No work shall commence until such determination by DOJ has been made.			
As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District and undertake to prepare and submit Contractor's fingerprints as if he or she was an employee of the District.			
Date:			
District Representative's Name and Title:			
District Representative's Signature:			
The Contractor, who is not a sole proprietor, has complied with the fingerprinting requirements of Educ Code section 45125.1 with respect to all Contractor's employees and all of its Subcontractors' employees may have contact with District pupils in the course of providing services pursuant to the Contract, an California Department of Justice has determined that none of those employees has been convicted of a feast term is defined in Education Code section 45122.1. A complete and accurate list of Contract employees and of all of its subcontractors' employees who may come in contact with District pupils during course and scope of the Contract is attached hereto; and/or			
Pursuant to Education Code section 45125.2, Contractor has installed or will install, prior to commencement of Work, a physical barrier at the Work Site, that will limit contact between Contractor's employees and District pupils at all times; and/or			

Downey Unified

Pursuant to Education Code section 45125.2, Contractor certifies that all employees will be under the continual supervision of, and monitored by, an employee of the Contractor who the California Department of Justice has ascertained, or as described below, will ascertain, has not been convicted of a violent or serious felony. The name and title of the employee who will be supervising Contractor's and its subcontractors' employees is:

	Name:				
	Title:				
	named employee's fingerprints	TE: If the Contractor is a sole proprietor, and elects the above option, Contractor must have the above- ned employee's fingerprints prepared and submitted by the District, in accordance with Education Code tion 45125.1(k). No work shall commence until such determination by DOJ has been made.			
	As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District and undertake to prepare and submit Contractor's fingerprints as if he or she was an employee of the District.				
	Date:	₩.			
	District Representative's Nar	me and Title:			
	District Representative's Signature:				
C	The Work on the Contract is either (i) at an unoccupied school site and no employee and/or subcontractor or supplier of any tier of the Contract shall come in contact with the District pupils or (ii) Contractor's employees or any subcontractor or supplier of any tier of the Contract will have only limited contact, if any, with District pupils and the District will take appropriate steps to protect the safety of any pupils that may come in contact with Consultant's employees, subcontractors or suppliers so that the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 shall not apply to Contractor under the Contract.				
	As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District.				
	Date:				
	DistrictRepresentative'sNar	meandTitle:			
	DistrictRepresentative's Signature:				
of or	ontractor's responsibility for backga Subcontractors coming into contr acting as independent contractor ate:	round dearance extends to all of its employees, Subcontractors, and employees act with District pupils regardless of whether they are designated as employees s of the Contractor. 4/6, 20 21			
	oper Name of Contractor:	Universal Metro, Inc.			
	gnature:	Cot 7			
	int Name:	Grant Petruzzelli			
.,	tle:	President			



ASBESTOS & OTHER HAZARDOUS MATERIALS CERTIFICATION

Contractor hereby certifies that no Asbestos, or Asbestos-Containing Materials, polychlorinated biphenyl (PCB), or any material listed by the federal or state Environmental Protection Agency or federal or state health agencies as a hazardous material, or any other material defined as being hazardous under federal or state laws, rules, or regulations ("New Hazardous Material"), shall be furnished, installed, or incorporated in any way into the Project or in any tools, devices, clothing, or equipment used to affect any portion of Contractor's work on the Project for District.

Contractor further certifies that it has instructed its employees with respect to the abovementioned standards, hazards, risks, and liabilities.

Asbestos and/or asbestos-containing material shall be defined as all items containing but not limited to chrysotile, crocidolite, amosite, anthophyllite, tremolite, and actinolite. Any or all material containing greater than one-tenth of one percent (.1%) asbestos shall be defined as asbestos-containing material.

Any disputes involving the question of whether or not material is New Hazardous Material shall be settled by electron microscopy or other appropriate and recognized testing procedure, at the District's determination. The costs of any such tests shall be paid by Contractor if the material is found to be New Hazardous Material.

All Work or materials found to be New Hazardous Material or Work or material installed with New Hazardous Material containing equipment will be immediately rejected and this Work will be removed at Contractor's expense at no additional cost to the District.

Contractor has read and understood the document Hazardous Materials Procedures & Requirements, and shall comply with all the provisions outlined therein.

Date:	4/6, 20 21
Name of Contractor:	Universal Metro, Inc.
Signature:	All
Print Name:	Grant Pettuzzelli
Title:	President



LEAD-PRODUCT(S) CERTIFICATION

California Occupational Safety and Health Administration (CalOSHA), Environmental Protection Agency (EPA), California Department of Health Services (DHS), California Department of Education (CDE), and the Consumer Product Safety Commission (CPSC) regulate lead-containing paint and lead products.

Because the Contractor and its employees will be providing services for the District, and because the Contractor's work may disturb lead-containing building materials, **CONTRACTOR IS HEREBY NOTIFIED** of the potential presence of lead-containing materials located within certain buildings utilized by the District. All school buildings built prior to 1993 are presumed to contain some lead-based paint until sampling proves otherwise.

The CDE mandates that school districts utilize DHS lead-certified personnel when a lead-based hazard is identified. Examples of lead-certified personnel include: project designers, inspectors, and abatement workers. Furthermore, since it is assumed by the District that all painted surfaces (interior as well as exterior) within the District contain some level of lead, it is imperative that the Contractor, its workers and subcontractors fully and adequately comply with all applicable laws, rules and regulations governing lead-based materials (Including Title 8, California Code of Regulations, Section 1532.1). Any and all Work which may result in the disturbance of lead-containing building materials must be coordinated through the District.

The California Education Code also prohibits the use or import of lead-containing paint, lead plumbing and solders, or other potential sources of lead contamination in the construction of any new school facility or in the modernization or renovation of any existing school facility. The Contractor shall provide the District with any sample results prior to beginning Work, during the Work, and after the completion of the Work. The District may request to examine, prior to the commencement of the Work, the lead training records of each employee of the Contractor.

All contractors who disturb lead-based paint in a six-square-foot area or greater indoors or a 20-square-foot area or greater outdoors shall comply with the Renovation, Repair and Painting Rule, shall receive training from a U.S. EPA-accredited training provider, and shall be certified by the U.S. EPA. Contractor, its workers and subcontractors must fully and adequately comply with all applicable laws, rules and regulations governing lead-based materials, including those rules and regulations appearing within title 40 of the Code of Federal Regulations as part 745 (40 CFR 745).

If failure to comply with these laws, rules, and regulations results in a site or worker contamination, the Contractor will be held solely responsible for all costs involved in any required corrective actions, and shall defend, indemnify and hold harmless the District, pursuant to the indemnification provisions of the Contract, for all damages and other claims arising therefrom. If lead disturbance is anticipated in the Work, only persons with appropriate accreditation, registrations, licenses and training shall conduct this Work.

It shall be the responsibility of the Contractor to properly dispose of any and all waste products, including but not limited to, paint chips, any collected residue, or any other visual material that may occur from the prepping of any painted surface. It will be the responsibility of the Contractor to provide the proper disposal of any hazardous waste by a certified hazardous waste hauler. This company shall be registered with the Department of Transportation (DOT) and shall be able to issue a current manifest number upon transporting any hazardous material from any school site within the District.

THE UNDERSIGNED HEREBY ACKNOWLEDGES, UNDER PENALTY OF PERJURY, THAT HE OR SHE HAS RECEIVED NOTIFICATION OF POTENTIAL LEAD-BASED MATERIALS ON THE OWNER'S PROPERTY, AS WELL AS THE EXISTENCE OF APPLICABLE LAWS, RULES AND REGULATIONS GOVERNING WORK WITH, AND DISPOSAL OF, SUCH MATERIALS WITH WHICH IT MUST COMPLY. THE UNDERSIGNED ALSO WARRANTS THAT HE OR SHE HAS THE AUTHORITY TO SIGN ON BEHALF OF AND BIND THE CONTRACTOR.

Date:	4/6, 20 21
Name of Contractor:	Universal Metro, Inc.
Signature:	
Print Name:	Grant Potruzzelli
Title:	President



ROOFING PROJECT CERTIFICATION

This form shall be executed by all contractors, materials manufacturers, or vendors involved in a bid or proposal for the repair or replacement of a roof of a public school where the project is for repair of more than 25% of the roof or that has a total cost more than \$21,000 ("roofing project") and submitted to the District when the award is made.

Certification of:	□ Contractor	□ Materials Manufacturer
	□ Vendor	D Other
I.	•	, certify that I
I,[Name]		[Name of Firm]
have not offered, g contribution, or any	iven, or agreed to give, re y financial incentive whats tract. As used in this certi	eceived, accepted, or agreed to accept, any gift, oever to or from any person in connection with the ification, "person" means any natural person, business, club, or other organization, entity, or group of individuals.
Furthermore, I,		[Name of Firm] the contract, I will not have, any financial relationship in
The No States	[Name]	[Name of Firm]
connection with the	e performance of this cont	the contract, I will not have, any financial relationship in the contract, I will not have, any financial relationship in the contract with any architect, engineer, roofing consultant, or that is not disclosed below.
ī,		[Name of Firm]
[Name]		[Name of Firm]
financial relationsh	ips with an architect, engi	neer, roofing consultant, materials manufacturer, nection with the following roofing project contract
(provide Name and	Address of Building, and	Contract Date and Number):
(provide Name and	Address of Ballania, and	
70		
2000		
		75 No. 10
***************************************	/	
J		
		•
of section 3000 et	s, or are believed to be tru seq. of the California Publ	t, to the best of my knowledge, the contents of this lie. I further certify on behalf of the Firm that I am aware lic Contract Code, and the sections referenced therein information or failing to disclose a financial relationship in uthorized to make this certification on behalf of the Firm.
Date:	<u> </u>	, 20
Name of Firm:		CAL
Signature:	_	uthorized to make this certification on behalf of the Firm.
Print Name:	20 WALL	- Kri
Title:	U 125	0.



REGISTERED SUBCONTRACTORS LIST (Labor Code Section 1771.1)

PO2W-210000001537

PURCHASE ORDER:	PO2W-210000001537
Data Submitted (for	Updates):
Date Submitted (101	opuates).
Department of Industrial R tiers who will perform wor	and agrees that it must clearly set forth below the name and elations (DIR) registration number of each subcontractor for all k or labor or render service to Contractor or its subcontractors in f the Work at least two (2) weeks before the subcontractor work. This document is to be updated as all tiers of subcontractors
any tier who performs any	nd agrees that, if Contractor fails to list as to any subcontractor of portion of Work, the Contract is subject to cancellation and the d to penalty under applicable law.
If further space is required page 2 showing the require	for the list of proposed subcontractors, attach additional copies of dinformation, as indicated below.
DIR Registration #:	
Portion of Work:	
	N N
Portion of Work:	
Subcontractor Name:	
DIR Registration #:	
Portion of Work:	
Subcontractor Name:	
Portion of Work:	
Subcontractor Name:	
DIR Registration #:	
Subcontractor Name:	
DIR Registration #:	
Subcontractor Name:	
DIR Registration #:	
Portion of Work:	
Subcontractor Name:	
Portion of Work:	





DRUG-FREE WORKPLACE CERTIFICATION

PURCHASE ORDER NO.:	PO2W-210000001537	between the Downey Unified	
School District ("District") a	and	Universal Metro, Inc.	
"Contractor" or "Bidder") (Shipping the second sec		

This Drug-Free Workplace Certification form is required from the successful Bidder pursuant to Government Code section 8350 et seq., the Drug-Free Workplace Act of 1990. The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract or grant for the procurement of any property or service from any state agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract or grant awarded by a state agency may be subject to suspension of payments or termination of the contract or grant, and the contractor or grantee may be subject to debarment from future contracting, if the contracting agency determines that specified acts have occurred.

The District is not a "state agency" as defined in the applicable section(s) of the Government Code, but the District is a local agency and public school district under California law and requires all contractors on District projects to comply with the provisions and requirements of the Drug-Free Workplace Act of 1990.

Contractor must also comply with the provisions of Health & Safety Code section 11362.3 which prohibits the consumption or possession of cannabis or cannabis products in any public place, including school grounds, and specifically on school grounds while children are present.

Contractor shall certify that it will provide a drug-free workplace by doing all of the following:

- a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace and specifying actions which will be taken against employees for violations of the prohibition.
- b. Establishing a drug-free awareness program to inform employees about all of the following:
 - The dangers of drug abuse in the workplace.
 - (2) The person's or organization's policy of maintaining a drug-free workplace.
 - (3) The availability of drug counseling, rehabilitation, and employeeassistance programs.
 - (4) The penalties that may be imposed upon employees for drug abuse violations.
- c. Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required above, and that, as a



condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

I, the undersigned, agree to fulfill the terms and requirements of Government Code section 8355 listed above and will publish a statement notifying employees concerning (a) the prohibition of controlled substance at the workplace, (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the performance of the Contract be given a copy of the statement required by section 8355(a), and requiring that the employee agree to abide by the terms of that statement.

I also understand that if the District determines that I have either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of section 8355, that the Contract awarded herein is subject to termination, suspension of payments, or both. I further understand that, should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of the aforementioned Act.

I acknowledge that I am aware of the provisions of and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990 and Health and Safety Code section 11362.3.

Date:	4/6 , 20 21
Proper Name of Contractor:	Universal Metro, Inc.
Signature:	
Print Name:	Grant Petruzzelli
Title:	President ·
	END OF DOCUMENT



TOBACCO-FREE ENVIRONMENT CERTIFICATION

PURCHASE ORDER NO.: School District ("District") and	PO2W-210000001537 between the Downey Unified Universal Metro, Inc.
("Contractor" or "Bidder") ("Co	
This Tobacco-Free Environmer	t Certification form is required from the successful Bidder.
Health & Safety Code section : et seq., and District Board polifree environments. Smoking a or in District property. District owned vehicles and vehicles or smoking includes the use of artin any manner or in any form, circumventing the prohibition.	1, 20 U.S.C. section 6083, Labor Code section 6400 et seq., 104350 et seq., Business and Professions Code section 22950 icies, all District sites, including the Project site, are tobacco- and the use of tobacco products by all persons is prohibited or property includes school buildings, school grounds, school-wned by others while on District property. The prohibition on my electronic smoking device that creates an aerosol or vapor, and the use of any oral smoking device for the purpose of of tobacco smoking. Further, Health & Safety Code section g or use of cannabis or cannabis products in any place where
at District sites, including the requirements of that policy an	e of the District's policy regarding tobacco-free environments Project site and hereby certify that I will adhere to the d not permit any of my firm's employees, agents, ubcontractors' employees or agents, to use tobacco and/or
Date:	4/6 , 20 21
Proper Name of Contractor:	Universal Metro, Inc.
Signature:	STS,
Print Name:	Grant Petruzzelli
Title:	President

END OF DOCUMENT

1134	-
ACC	ORD

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 04/10/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING THIS INSURER(S), REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in liquid such and an

PRODUCER Aon Risk Services Central, Inc.	CONTACT NAME:	
Chicago IL Office	PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 3	53-0105
200 Eāst Randolph Chicago IL 60601 USA	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED	INSURERA: Zurich American Ins Co	16535
Universal Metro Inc. 12253 Florence Avenue	INSURERB: American Zurich Ins Co	40142
Santa Fe Springs CA 90670 USA	INSURER C: Travelers Property Cas Co of America	25674
	INSURER D:	
	INSURER E:	
	INSURER F:	
COVERAGES CERTIFICATE NUMBER	B. 570096091715	

COVERAGES	CERTIFICATE NUMBER:	570086981715	REVISION NUMBER

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

HASK		TYPE OF INCUPANCE	ADDL	SUBR		POLICY EFF	POLICY EXP		own are as requested
INSR LTR A	10.5	TYPE OF INSURANCE	INSD	WVD	GL0106079604	(MM/DD/YYYY)	(MM/DD/YYYY) 04/01/2022	LIMITS	
	Х	COMMERCIAL GENERAL LIABILITY			GL0106079604	04/01/2021	04/01/2022	ENGINOUSCHILE	\$2,000,000
		CLAIMS-MADE X OCCUR						PREMISES (Ea occurrence)	\$500,000
						1		MED EXP (Any one person)	\$10,000
								PERSONAL & ADV INJURY	\$2,000,000
	GEN	I'L AGGREGATE LIMIT APPLIES PER						GENERAL AGGREGATE	\$4,000,000
		POLICY X JECT LOC					1	PRODUCTS - COMP/OP AGG	\$4,000,000
А	AUT	OMOBILE LIABILITY			BAP 1060801-04	04/01/2021	04/01/2022	COMBINED SINGLE LIMIT (Ea accident)	\$5,000,000
	х	ANY AUTO						BODILY INJURY (Per person)	
		OWNED SCHEDULED AUTOS						BODILY INJURY (Per accident)	
		AUTOS ONLY HIRED AUTOS ONLY AUTOS ONLY NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	
С	x	UMBRELLA LIAB X OCCUR			ZUP51N1242A21NF	04/01/2021	04/01/2022	EACH OCCURRENCE	\$5,000,000
		EXCESS LIAB CLAIMS-MADE						AGGREGATE	\$5,000,000
		DED RETENTION							
В		PRES COMPENSATION AND PLOYERS' LIABILITY Y/N			WC106079504	04/01/2021	04/01/2022	X PER STATUTE OTH	
	ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under		N/A					E.L. EACH ACCIDENT	\$1,000,000
								E.L. DISEASE-EA EMPLOYEE	\$1,000,000
		SCRIPTION OF OPERATIONS below					1	E.L. DISEASE-POLICY LIMIT	\$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: All	Operations.
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CERTIFICATE HOLDER CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE

Downey Unified School District 11627 Brookshire Ave. Downey CA 90241 USA

AUTHORIZED REPRESENTATIVE

Aon Risk Services Central Inc



Contractor's License Detail for License # 762519

DISCLAIMER: A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations.

CSLB complaint disclosure is restricted by law (B&P 7124.6) If this entity is subject to public complaint disclosure, a link for complaint disclosure will appear below. Click on the link or button to obtain complaint and/or legal action information.

Per B&P 7071.17, only construction related civil judgments reported to the CSLB are disclosed.

Arbitrations are not listed unless the contractor fails to comply with the terms of the arbitration.

Due to workload, there may be relevant information that has not yet been entered onto the Board's license database.

Business Information

UNIVERSAL METRO INC 12253 E FLORENCE AVE SANTA FE SPRINGS, CA 90670 Business Phone Number:(562) 906-8484

Entity Corporation
Issue Date 05/03/1999
Expire Date 05/31/2021

License Status

This license is current and active.

All information below should be reviewed.

Classifications

C15 - FLOORING AND FLOOR COVERING C54 - TILE (CERAMIC AND MOSAIC)

Bonding Information

Contractor's Bond

This license filed a Contractor's Bond with AMERICAN CONTRACTORS INDEMNITY COMPANY.

Bond Number: 9000428 Bond Amount: \$15,000 Effective Date: 01/01/2016 Contractor's Bond History

Bond of Qualifying Individual

The qualifying individual DAVID JAY TRIEPKE certified that he/she owns 10 percent or more of the voting stock/membership interest of this company; therefore, the Bond of Qualifying Individual is not required.

Effective Date: 12/31/2010

Workers' Compensation

This license has workers compensation insurance with the AMERICAN ZURICH INSURANCE COMPANY

Policy Number:WC1060795 Effective Date: 11/01/2017 Expire Date: 04/01/2020 Workers' Compensation History

Contractor Information

Legal Entity Name

UNIVERSAL METRO, INC.

Legal Entity Type

Corporation

Status

Active

Registration Number

1000014363

Registration effective date

7/1/2019

Registration expiration date

6/30/2021

Mailing Address

12253 E. FLORENCE AVE. SANTA FE SPRINGS 90670 C...

Physical Address

12253 E. FLORENCE AVE. SANTA FE SPRINGS 90670 C...

Email Address

Trade Name/DBA

UNIVERSAL METRO, INC.

License Number(s)

Other:762519

Registration	History
Bistiation	. IIISCOLY

The second secon	
Effective Date	Expiration Date
6/15/2018	6/30/2019
6/5/2017	6/30/2018
6/1/2016	6/30/2017
7/13/2015	6/30/2016
3/6/2015	6/30/2015
7/1/2019	6/30/2021

Legal Entity Information

Corporation Number:

95-4713647

Federal Employment Identification Number:

President Name:

GRANT PETRUZZELLI

Vice President Name:

Treasurer Name:

Secretary Name:

CEO Name:

DAVE TRIEPKE

Agent of Service Name:

NONE

Agent of Service Mailing Address:

N/A LOS ANGELES 90670 CA United States of America

Workers Compensation

Do you lease employees No through Professional Employer Organization (PEO)?: Please provide your current workers compensation insurance information below:

PEO

PEO

PEO

PEO InformationName

Phone

Email

Insured by Carrier

Policy Holder Name: UNIVERSAL METRO, INC.Insurance Carrier:
AMERICAN ZURICH INSURANCE COMPANYPolicy Number: WC1060795-01Inception date:

4/10/2019Expiration Date:3/31/2020



Downey Unified School District Facilities Planning & Development Department 11627 Brookshire Avenue, P.O. Box 7017, Downey, California 90241-7017 (562) 469-6708, FAX: (562) 469-6770

PUBLIC WORKS PROJECT PRE-VERIFICATION

Print Name Universal Metro, Inc. Contractor Name/Company bmillette@universalmetro.com E-mail Address D.I.R. Compliant Contact Person P.I.R. PREVAILING WAGE MONITORING PROGRAM enate Bill 854 established a public works contractor registration program. Il contractors and subcontractors intending to bid or perform work on public works nounally renew, on-line for the program. Ontractors' submitting bids for a Public Works construction project over \$25,000 or a mult. R. registered. Prevailing wages must be paid to all workers employed on a public works refers to constructor or subcontract entered into nor purchase order issubcontractor is D.I.R. registered. Universal Metro, on-line for the program. Ontractors' submitting bids for a Public Works construction project over \$25,000 or a mult. R. registered. Prevailing wages must be paid to all workers employed on a public annot be accepted nor any contract or subcontract entered into nor purchase order issubcontractor is D.I.R. registered. Universal Metro, on-line for the program. Ontractors feers to construction, alteration, demolition, installation, or repair wor subcontractors must furnish certified payroll records (on-line) to the Department of Industabor Code 1771.4, all contractors and subcontractors must furnish electronic captor Commissioner as specified in Section 1776. The services you are providing the District, or may provide the District in the future, feese ensure you are providing the District. We ask that you complete this Prevoid interruption in the services you would be providing. The services you are providing the District. We ask that you complete this Prevoid interruption in the services you would be providing. Ontractor Giffice Use Only Facilities P & D Maint / Ops / Transp Other Dept Notes: Workers Comp. Notes:	Q6-8484	06/09/2020
Contractor Name/Company bmillette@universalmetro.com E-mail Address D.I.R. Compliant Contact Person C.I.R. PREVAILING WAGE MONITORING PROGRAM enate Bill 854 established a public works contractor registration program. If contractors and subcontractors intending to bid or perform work on public works anually renew, on-line for the program. If contractors is ubmitting bids for a Public Works construction project over \$25,000 or a mail. R. registered. Prevailing wages must be paid to all workers employed on a public annot be accepted nor any contract or subcontract entered into nor purchase order is abcontractor is D.I.R. registered. Unblic works refers to construction, alteration, demolition, installation, or repair wor contract and paid by public funds. Contractors must make an attempt to hire approaced \$30,000. Contractors must furnish certified payroll records (on-line) to the Department of Indust abor Code 1771.4, all contractors and subcontractors must furnish electronic captor Commissioner as specified in Section 1776. The services you are providing the District, or may provide the District in the future, feease ensure you are registered with the D.I.R. Effective immediately, the District is real Ro of the services you are providing the District. We ask that you complete this Prevoid interruption in the services you would be providing. Contractor gnature: (By signing I acknowlikage and understand this to be a Public Works project and More Information can be found at The Department of Industrial Relation website: http://www.for.Office.Use.Only Facilitation (6/30/2021) Maint / Ops / Transp		
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certified payroll rec</td><td>. In accordance wit</td></tr><tr><td> More Information can be found at The Department of Industrial Relation website: http://www.for.Office Use Only Other Dept Notes: Verification: 06/30/2021 05/31/2021 04/01/2022 Other Dept Notes: DIR Registration # \(\text{Contractor State Lic} # \) \(\text{Workers Comp.} \) Notes</td><td>required to submit a P</td><td>MAC-100 alerting the</td></tr><tr><td>(By signing I acknowledge and understand this to be a Public Works project and More Information can be found at The Department of Industrial Relation website: <td></td><td></td>		
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AGREEMENT FOR CONSTRUCTION SERVICES (SMALL PROJECTS)

AGREEMENT NUMBER 202021-342

	PURCHASE ORDER NUMBER PO2W-210000001562
TH 20_ Do	IS CONTRACT is made and entered into this 3rd day of March, 21, by and between Frickson - Hall Construction Company ("Contractor") and wney Unified School District ("District") ("Contract").
1.	The Contractor shall furnish to the District for a total price of: Sixteen Thousand, Four Hundred Seventy-nine and 03/100 Dollars (\$ 16,479.03) ("Contract Price"), the following services ("Services" or "Work"):
	Repair and reroute the overhead water line in N-Building Kitchen; drywall repairs required as well as new paint. Full scope of work and pricing on attached proposal #3901 dated 2/19/2021.
2.	Contractor shall perform the Work at Griffiths Middle School
	Located at 9633 Tweedy Lane, Downey, CA 90240
	("Site"). The Project is the scope of Work performed at the Site.
3.	Work shall begin on $\underline{}$, $20\underline{21}$, same date listed on District's Notice to Proceed, and shall be completed by $\underline{}$, $20\underline{21}$ ("Completion Date").
4.	Contractor agrees that if the Work is not completed within the Contract Time and/or pursuant to the completion schedule, construction schedule, or project milestones developed pursuant to provisions of the Contract, it is understood, acknowledged, and agreed that the District will suffer damage which is not capable of being calculated. Pursuant to Government Code section 53069.85, Contractor shall pay to the District, as fixed and liquidated damages for these incalculable damages, the sum of : $ N/A \qquad \qquad Dollars (\$ 0.00) \text{ per day for each and every calendar day ofdelay beyond the Contract Time or beyond any completion schedule, construction schedule, or project milestones established pursuant to the Contract.} $
5.	This Contract incorporates by this reference the Terms and Conditions attached hereto. Contractor, by executing this Contract, agrees to comply with all the Terms and Conditions.

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]



6.	This Contract incorporates by this reference Contractor, by executing this Contract, agree the Contract Documents. The Contract Documents, as indicated:	es to comply with all obligations set forth in
	Notice to BiddersInstructions to BiddersBid Form and ProposalBid Bond✓ Noncollusion DeclarationIran Contracting Act CertificationDesignated Subcontractors List✓ Notice to Proceed✓ Prevailing Wage Certification✓ Workers' CompensationCertification✓ Criminal Background Investigation/ Fingerprinting Certification/ Drug-Free Workplace Certification/ Tobacco-Free Environment/ Certification	 ✓ Asbestos & Other Hazardous Materials Certification ✓ Lead-Product(s) Certification ✓ Roofing Project Certification ✓ Registered Subcontractor List ✓ Insurance Certificates and Endorsements Performance Bond Payment Bond Specifications Plans ✓ Exhibit "A" ("Scope of Work") — [Other] [Other]
7.	Contractor shall not commence the Work un submitted and the District has approved the (labor and material) bond (if required), the insurance required under the Terms and Corto Proceed.	e performance bond (if required), payment certificate(s) and the endorsement(s) of
8.	Payment for the Work shall be made in acco	ordance with the Terms and Conditions.
9.	Project is	hitect"), the construction manager on the ("Construction Manager"), and the ("Project
10	. Inspection and acceptance of the Work shal of the M.O.T. Services	Department of the District.



11. Any notice required or permitted to be given under this Contract shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile or email, addressed as follows:

District

Downey Unified School District ATTN: Darren Purseglove [ADDRESS] 11627 Brookshire Avenue Downey, CA 90241 [FAX] (562) 469-6536 [EMAIL] dpurseglove@dusd.net

Contractor

Name: Erickson - Hall Construction Company ATTN:

[ADDRESS] 500 Corporate Drive Escondido, CA 92029

[FAX] (760) 796-7750 [EMAIL]

Any notice personally given or sent by facsimile or email shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

- 12. Contractor shall guarantee all labor and material used in the performance of this Contract for a period of one (1) year from the date of the District's written approval of the Work.
- 13. Each party has the full power and authority to enter into and perform this Contract, and the person signing this Contract on behalf of each party has been properly authority and empowered to enter into this Contract.
- 14. By signing this Contract, Contractor certifies, under penalty of perjury, that all the information provided in the Contract Documents is true, complete, and correct.

ACCEPTED AND AGREED on the date indicated below:

Dated:	, 20	Dated:	March 18, 20 <u>21</u>
Downey Un	ified School District	Contractor:	Erickson - Hall Construction Company
Signature:		Signature:	1000
	Christina Aragon	Print Name:	Mat Gates
Print Title:	Associate Superintendent	Print Title: _	Vice President
Address:	11627 Brookshire Avenue	License No.:	751343
ENTERORISENCE IN HELE	Downey CA, 90241	Registration	No.:100000191
Telephone:	(562) 469-6533	Address: 500	Corporate Drive Escondido, CA 92029
	(562) 469-6536	Telephone:	(200) 200 2200
	djimenez@dusd.net	Facsimile:	(760) 796-7750
es imedit		E-Mail:	



Information regarding Contractor:

Type of Business Entity:		
Individual		
Sole Proprietorship		
Partnership		
Limited Partnership		
Corporation, State:	CA	
Limited Liability Compar	ny	
Other:		_

Employer Identification and/or Social Security Number

NOTE: Section 6041 of the Internal Revenue Code (26 U.S.C. 6041) and Section 1.6041-1 of Title 26 of the Code of Federal Regulations (26 C.F.R. 1.6041-1) requires the recipients of \$600.00 or more to furnish their taxpayer information to the payer. In order to comply with these requirements, the District requires the Contractor to furnish the information requested in this section.

SELECTION OF THE PROPERTY OF T



TERMS AND CONDITIONS TO CONTRACT

- NOTICE TO PROCEED: District shall provide a Notice to Proceed to Contractor pursuant to the Contract at which time Contractor shall proceed with the Work.
- STANDARD OF CARE: Contractor shall perform, diligently prosecute and complete the Work in a good and workmanlike manner within the Contract Time, and in strict conformity with all Contract Documents.
- 3. **SITE EXAMINATION:** Contractor has examined the Site and certifies that it accepts all measurements, specifications and conditions affecting the Work to be performed at the Site. By submitting its quote, Contractor warrants that it has made all Site examination(s) that it deems necessary as to the condition of the Site, its accessibility for materials, workers and utilities, and Contractor's ability to protect existing surface and subsurface improvements. No claim for allowance of time or money will be allowed as to any other undiscovered condition on the Site.
- 4. PERMITS, LICENSES AND REGISTRATION: Contractor and all of its employees, agents, and subcontractors shall secure and maintain in force, at Contractor's sole cost and expense, all licenses, registration and permits as are required by law, in connection with the furnishing of materials, supplies, or services herein listed.
- 5. **PROJECT INSPECTION CARD:** Contractor shall verify that forms DSA 152 Project Inspection Card (or current version) are issued for the Project prior to commencement of construction.
- 6. **NOTIFICATION:** Contractor shall notify the Architect and Project Inspector, in writing, of the commencement and completion of construction of each and every aspect of the work at least 48 hours in advance by submitting form DSA 156 (or current version) to the Project Inspector. Forms are available on the DSA's website at: http://www.dgs.ca.gov/dsa/Forms.aspx.
- 7. LABOR, MATERIALS AND EQUIPMENT: Contractor shall furnish all tools, equipment, apparatus, facilities, transportation, labor, and material necessary to furnish the services herein described, the services to be performed at such times and places as directed by and subject to the approval of the authorized District representative indicated in the Work specifications attached hereto. Unless otherwise specified, all materials shall be new and previously unused, and of the manufacturer's latest model or the best of their respective kinds and grades as noted or specified, and workmanship shall be of good quality.
- 8. **SUBSTITUTIONS:** No substitutions of material from those specified in the Work Specifications shall be made without the prior written approval of the District. Contractor shall be responsible for any re-design costs occasioned by District's acceptance and/or approval of any substitute, as well as any costs that the District incurs for professional services, including DSA fees. District may deduct those costs from any amounts owing to Contractor for the review of the request for substitution, even if the request for substitution is not approved. Contractor shall, in the event that a substitute is less costly than that specified, credit the District with one-hundred percent (100%) of the net difference between the substitute and the originally specified material.
- 9. **INDEPENDENT CONTRACTOR STATUS:** While engaged in carrying out the Services of this Contract, the Contractor is an independent contractor, and not an officer, employee, agent, partner, or joint venture of the District. Contractor shall be solely responsible for its own Workers' Compensation insurance, taxes, and other similar charges or obligations. Contractor shall be liable for its own actions, including its negligence or gross negligence, and shall be liable for the acts, omissions, or errors of its agents or employees.
- 10. **CONTRACTOR SUPERVISION:** Contractor shall provide competent supervision of personnel employed on the job Site, use of equipment, and quality of workmanship.
- 11. **WORKERS:** Contractor shall at all times enforce strict discipline and good order among its employees and the employees of its subcontractors and shall not employ or work any unfit person or anyone not skilled in work assigned to him or her. Any person in the employ of the Contractor or a subcontractor whom the District may deem incompetent or unfit shall be dismissed from the Site and shall not again be employed at Site without written consent from the District.
- SUBCONTRACTORS: Subcontractors, if any, engaged by the Contractor for any Service or Work under this Contract shall be subject to the approval of the District. Contractor agrees to



bind every subcontractor by the terms of the Contract as far as such terms are applicable to subcontractor's work, including, without limitation, all registration, indemnification, insurance, bond, and warranty requirements. If Contractor shall subcontract any part of this Contract, Contractor shall be fully responsible to the District for acts and omissions of its subcontractor and of persons either directly or indirectly employed by itself. Nothing contained in the Contract Documents shall create any contractual relations between any subcontractor and the District.

- 13. SAFETY AND SECURITY: Contractor is responsible for maintaining safety in the performance of this Contract. Contractor shall be responsible to ascertain from the District the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.
- 14. **TRENCH SHORING:** If this Contract is in excess of \$25,000 and is for the excavation of any trench deeper than five (5) feet, Contractor must submit and obtain District acceptance, in advance of excavation, of a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If the plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer.
- EXCAVATIONS OVER FOUR FEET: If this Contract includes excavations over four (4) feet, 15. Contractor shall promptly, and before the following conditions are disturbed, notify the District, in writing, of any: (1) Material that the Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law; (2) Subsurface or latent physical conditions at the site differing from those indicated; or (3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract. The District shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the Work shall issue a change order under the procedures described in the Contract. In the event that a dispute arises between the District and the Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of. or time required for, performance of any part of the work, the Contractor shall not be excused from any scheduled completion date provided for by the contract, but shall proceed with all Work to be performed under the contract. The Contractor shall retain any and all rights provided either by Contract or by law which pertain to the resolution of disputes and protests between the contracting parties.
- 16. **LEAD-BASED PAINT:** Pursuant to the Lead-Safe Schools Protection Act (Education Code section 32240 et seq.) and other applicable law, no lead-based paint, lead plumbing and solders, or other potential sources of lead contamination shall be utilized on this Project, and only trained and state-certified contractors, inspectors and workers shall undertake any action to abate existing risk factors for lead. Pursuant to the Renovation, Repair and Painting Rule (title 40 of the Code of Federal Regulations part 745 (40 CFR 745)), all contractors who disturb lead-based paint in a six-square-foot area or greater indoors or a 20-square-foot area or greater outdoors must be trained by an EPA-accredited provider and certified by the EPA. Contractor must execute the Lead-Based Paint Certification, if applicable.
- 17. **STORM WATER PERMIT FOR CONSTRUCTION ACTIVITY:** Contractor shall comply with any Storm Water Pollution Prevention Plan ("SWPPP") that is approved by the District and applicable to the Project, at no additional cost to the District.
- 18. **CLEAN UP:** Debris shall be removed from the Site. The Site shall be in order at all times when work is not actually being performed and shall be maintained in a reasonably clean condition.
- 19. **PROTECTION OF WORK AND PROPERTY:** Contractor shall erect and properly maintain at all times, as required by conditions and progress of the Work, all necessary safeguards, signs, barriers, lights, and security persons for protection of workers and the public, and shall post danger signs warning against hazards created by the Work. In an emergency affecting life and safety of life or of Work or of adjoining property, Contractor, without special instruction or authorization from District, is permitted to act at his discretion to prevent such threatened loss or injury.



- FORCE MAJEURE: The Contractor shall be excused from performance hereunder during the time and to the extent that it is prevented from obtaining delivery, or performing by act of God, fire, strike, loss, or shortage of transportation facilities, lock-out, commandeering of materials, products, plants, or facilities by the government, when satisfactory evidence thereof is presented to the District, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the Contractor.
- 21. **CORRECTION OF ERRORS:** Contractor shall perform, at its own cost and expense and without reimbursement from the District, any work necessary to correct errors or omissions that are caused by the Contractor's failure to comply with the approved plans and specifications and the standard of care required herein.
- 22. **DISTRICT'S RIGHT TO PERFORM WORK:** If the Contractor should neglect to prosecute the Work properly or fail to perform any provisions of this Contract, the District, after **FORTY-EIGHT (48)** hours' written notice to the Contractor, may make good such deficiencies, without prejudice to any other remedy it may have, including but not limited to the District hiring its own forces or another contractor to replace the Contractor's nonconforming Work, in which case the District shall either issue a deductive Change Order, a Construction Change Directive, or invoice the Contractor for the cost of that work. Contractor shall pay any invoices within thirty (30) days of receipt of same or District may withhold those amounts from payment(s) otherwise due to Contractor.
- 23. **ACCESS TO WORK:** District representatives, Architect, and Project Inspector shall at all times have access to the Work wherever it is in preparation or in progress. Contractor shall provide safe and proper facilities for such access.
- 24. OCCUPANCY: District reserves the right to occupy buildings at any time before formal Contract completion and such occupancy shall not constitute final acceptance or approval of any part of the Work covered by this Contract, nor shall such occupancy extend the date specified for completion of the Work.
- PAYMENT: On a monthly basis, Contractor shall submit an application for payment based upon 25. the estimated value for materials delivered or services performed under the Contract as of the date of submission ("Application for Payment"). Within thirty (30) days after District's approval of the Application for Payment, Contractor shall be paid a sum equal to ninety-five percent (95%) of the value of the Work performed (as verified by Architect and Inspector and certified by Contractor) up to the last day of the previous month, less the aggregate of previous payments and amount to be withheld. The District may withhold or deduct from any payment an amount necessary to protect the District from loss because of: (1) liquidated damages which have accrued as of the date of the application for payment; (2) any sums expended by the District in performing any of Contractor's obligations under the Contract which Contractor has failed to perform or has performed inadequately; (3) defective Work not remedied; (4) stop payment notices as allowed by state law; (5) reasonable doubt that the Work can be completed for the unpaid balance of the Total Contract price or by the scheduled completion date; (6) unsatisfactory prosecution of the Work by Contractor; (7) unauthorized deviations from the Contract; (8) failure of the Contractor to maintain or submit on a timely basis proper and sufficient documentation as required by the Contract or by District during the prosecution of the Work; (9) erroneous or false estimates by the Contractor of the value of the Work performed; (10) any sums representing expenses, losses, or damages, as determined by the District, incurred by the District for which Contractor is liable under the Contract; and (11) any other sums which the District is entitled to recover from Contractor under the terms of the Contract or pursuant to state law, including section 1727 of the California Labor Code. The failure by the District to deduct any of these sums from a progress payment shall not constitute a waiver of the District's right to such sums. The District shall retain five percent (5%) from all amounts owing as retention. Retention shall be paid pursuant to Public Contract Code sections 7107, 7200 and 7201.
- 26. CHANGE IN SCOPE OF WORK: Any change in the scope of the Work, method of performance, nature of materials or price thereof, or any other matter materially affecting the performance or nature of the Work shall not be paid for or accepted unless such change, addition, or deletion is approved in advance and in writing by a valid change order executed by the District. Contractor specifically understands, acknowledges, and agrees that the District shall have the



right to request any alterations, deviations, reductions, or additions to the Project or Work, and the cost thereof shall be added to or deducted from the amount of the Contract Price by fair and reasonable valuations. Contractor also agrees to provide the District with all information requested to substantiate the cost of the change order and to inform the District whether the Work will be done by the Contractor or a subcontractor. In addition to any other information requested, Contractor shall submit, prior to approval of the change order, its request for a time extension (if any), as well as all information necessary to substantiate its belief that such change will delay the completion of the Work. If Contractor fails to submit its request for a time extension or the necessary supporting information, it shall be deemed to have waived its right to request such extension.

27. INDEMNIFICATION:

- 27.1 To the furthest extent permitted by California law, Contractor shall indemnify and hold harmless the District, its agents, representatives, officers, consultants, employees, and volunteers (the "Indemnified Parties") from any and all demands, damages, injuries, losses, expenses, liabilities, claims, suits, and actions (the "claims") of any kind, nature, and description, including, but not limited to, attorneys' fees and costs, directly or indirectly arising from, arising out of, connected with, or resulting from, in whole or in part, the performance of this Contract unless the claims are caused wholly by the sole or active negligence or willful misconduct of the Indemnified Parties and/or defects in design furnished by the Architect, as found by a court or arbitrator of competent jurisdiction, in which case the Contractor's indemnification and hold harmless obligation shall be reduced by the proportion of the Indemnitees' and/or Architect's liability.
- 27.2 Contractor shall also, to the furthest extent permitted by California law, defend the Indemnified Parties at Contractor's own expense, including attorneys' fees and costs, from any and all claims directly or indirectly arising from, arising out of, connected with, or resulting from the performance of this Contract unless the claims are caused wholly by the sole or active negligence or willful misconduct of the Indemnified Parties and/or defects in design furnished by the Architect, as found by a court or arbitrator of competent jurisdiction, in which case the Contractor's defense obligation shall be reduced by the proportion of the Indemnitees' and/or Architect's liability. The District shall have the right to accept or reject any legal representation that Contractor proposes to defend the District.
- 27.3 Pursuant to Public Contract Code section 9201, the District shall provide timely notification to Contractor of the receipt of any third-party claim relating to this Contract. The District shall be entitled to recover its reasonable costs incurred in providing said notification.
- 27.4 If the Indemnitees provide their own defense due to failure to timely respond to tender of defense, rejection of tender of defense, or conflict of interest of proposed counsel, Contractor shall reimburse Indemnitees for any expenditures, including reasonable attorney's fees and costs.
- 27.5 The District may retain so much of the moneys due the Contractor as shall be considered necessary, until disposition of any such suit, claims or actions for damages or until the District has received written agreement from the Contractor that it will unconditionally defend the Indemnified Parties, and pay any damages due by reason of settlement or judgment.
- 27.6 The Contractor's defense and indemnification obligations hereunder shall survive the completion of Work, including the warranty/guarantee period, and/or the termination of the Contract.
- 28. **PAYMENT BOND AND PERFORMANCE BOND:** Contractor shall not commence the Work until it has provided to the District, in a form acceptable to the District, a Payment (Labor and Material) Bond and a Performance Bond (if required), each in an amount equivalent to one hundred percent (100%) of the Contract Price issued by a surety admitted to issue bonds in the State of California and otherwise acceptable to the District.



29. **CONTRACTOR'S INSURANCE:**

29.1 The Contractor shall procure and maintain at all times it performs any portion of the Services the following insurance with minimum limits equal to the amount indicated below.

Type of Coverage	Minimum Requirement			
Commercial General Liability Insurance, including Bodily Injury,				
Personal Injury, Property Damage, Advertising Injury, and Medical				
Payments				
Each Occurrence	\$ <u>1</u> ,000,000			
General Aggregate	\$ <u>2</u> ,000,000			
Automobile Liability Insurance - Any Auto				
Each Occurrence	\$ <u>1</u> ,000,000			
General Aggregate	\$ <u>1</u> ,000,000			
Workers' Compensation	Statutory Limits			
Employer's Liability	\$ <u>1</u> ,000,000			

- 29.1.1 Commercial General Liability and Automobile Liability Insurance.

 Commercial General Liability Insurance and Any Auto Automobile Liability Insurance that shall protect the Contractor, the District, and the State from all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising performing any portion of the Services. (Form CG 0001 and CA 0001, or forms substantially similar, if approved by the District.)
- 29.1.2 Workers' Compensation and Employers' Liability Insurance. Workers' Compensation Insurance and Employers' Liability Insurance for all of its employees performing any portion of the Services. In accordance with provisions of section 3700 of the California Labor Code, the Contractor shall be required to secure workers' compensation coverage for its employees. If any class of employee or employees engaged in performing any portion of the Services under this Contract are not protected under the Workers' Compensation Statute, adequate insurance coverage for the protection of any employee(s) not otherwise protected must be obtained before any of those employee(s) commence performing any portion of the Services.
- 29.2 **Proof of Insurance**. The Contractor shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverage have been delivered in duplicate to the District and approved by the District. Certificates and insurance policies shall include the following:
 - 29.2.1 A clause stating: "This policy shall not be canceled until notice has been mailed to the District, stating date of cancellation. Date of cancellation shall not be less than thirty (30) days after date of mailing notice."
 - 29.2.2 Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation notice will be sent, and length of notice period.
 - 29.2.3 An endorsement stating that the District and its Governing Board, agents, representatives, employees, trustees, officers, consultants, and volunteers are named additional insured under all policies except Workers' Compensation Insurance, and Employers' Liability Insurance. An endorsement shall also state that Contractor's insurance policies shall be primary to any insurance or self-insurance maintained by District. An endorsement shall also state that there shall be a waiver of any subrogation.
 - 29.2.4 All policies except the Workers' Compensation Insurance, and Employers' Liability Insurance Policies shall be written on an occurrence form.



- 29.3 **Acceptability of Insurers**. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the District.
- 30. **WARRANTY/QUALITY:** Unless a longer warranty is called for elsewhere in the Contract Documents, the Contractor, manufacturer, or their assigned agents shall guarantee the workmanship, product or service performed against defective workmanship, defects or failures of materials for a minimum period of one (1) year from filing the Notice of Completion with the county in which the Site is located. All workmanship and merchandise must be warranted to be in compliance with applicable California energy, conservation, environmental, and educational standards.
- 31. **CONFIDENTIALITY:** The Contractor shall maintain the confidentiality of all information, documents, programs, procedures, and all other items that Contractor encounters while performing the Contractor's Work to the extent allowed by law. This requirement shall be ongoing and shall survive the expiration or termination of this Contract and specifically includes all student, parent, and disciplinary information.
- 32. **LIMITATION OF DISTRICT LIABILITY:** District's financial obligations under this Contract shall be limited to the payment of the compensation provided in this Contract. Notwithstanding any other provision of this Contract, in no event shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Contract for the services performed in connection with this Contract.
- COMPLIANCE WITH LAWS: Contractor shall give all notices and comply with all laws, ordinance, rules and regulations bearing on conduct of the Work as indicated or specified. If Contractor observes that any of the Work required by this Contract is at variance with any such laws, ordinance, rules or regulations, Contractor shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Work shall be made and this Contract shall be appropriately amended in writing, or this Contract shall be terminated effective upon Contractor's receipt of a written termination notice from the District. If Contractor performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Contractor shall bear all costs arising therefrom.
- 34. **LABOR CODE REQUIREMENTS:** The Contractor shall comply with all applicable provisions of the California Labor Code, Division 3, Part 7, Chapter 1, Articles 1 5, including, without limitation, the payment of the general prevailing per diem wage rates for public work projects of more than one thousand dollars (\$1,000). Copies of the prevailing rate of per diem wages are on file with the District or available online at http://www.dir.ca.gov/. In addition, the Contractor and each subcontractor shall comply with Chapter 1 of Division 2, Part 7 of the California Labor Code, beginning with Section 1720, and including Section 1735, 1777.5 and 1777.6, forbidding discrimination, and Sections 1776, 1777.5 and 1777.6 concerning the employment of apprentices by Contractor or subcontractors. Willful failure to comply may result in penalties, including loss of the right to bid on or receive public works contracts.
 - 34.1 **Registration**: Contractor and its subcontractor(s) shall be registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 and in accordance with Labor Code section 1771.1.
 - 34.2 **Registered Subcontractor List**: Within 30 days of the award of contract or prior to commencing the Work under this Contract, whichever occurs first, Contractor shall provide District all information required by Labor Code section 1773.3, as amended by Stats. 2017, Ch. 28, Sec. 21, for Company and all tiers of Subcontractors to enable District to provide notice to the Department of Industrial Relations (DIR) of the Contract (PWC-100 form). Contractor shall submit and maintain an updated Registered Subcontractor List including all Subcontractors of any tier furnishing labor, material, or equipment to the Project.
 - 34.3 **Certified Payroll Records**: Contractor and its subcontractor(s) shall upload certified payroll records ("CPR") electronically using California Department of Industrial Relations' (DIR) eCPR System by uploading the CPRs by electronic XML file or entering each record manually using the DIR's iform (or current form) online on a weekly basis and within ten (10) days of any request by the District or Labor Commissioner at



http://www.dir.ca.gov/Public-Works/Certified-Payroll-Reporting.html or current application and URL, showing the name, address, social security number, work classification, straight time, and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the Contractor and/or each subcontractor in connection with the Work.

- 34.4 **Labor Compliance**: Contractor shall perform the Work of the Project while complying with all the applicable regulations, including section 16000, et seq., of Title 8 of the California Code of Regulations and is subject to labor compliance monitoring and enforcement by the Department of Industrial Relations.
- 35. **ANTI-DISCRIMINATION:** Contractor herein agrees to comply with the provisions of the California Fair Employment and Housing Act as set forth in part 2.8 of division 3 of the California Government Code, commencing at section 12900; the Federal Civil Rights Act of 1964, as set forth in Public Law 88-352, and all amendments thereto; Executive Order 11246; and all administrative rules and regulations found to be applicable to Contractor and all of its subcontractors. In addition, the Contractor agrees to require like compliance by all its subcontractor(s).
- 36. **ANTI-TRUST CLAIM:** Contractor and its subcontractor(s) agree to assign to the District all rights, title, and interest in and to all causes of action they may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the Contract or a subcontract. This assignment shall be made and become effective at the time the District tenders final payment to the Contractor, without further acknowledgment by the parties.
- CONTRACTOR CLAIMS: In the event of any demand by Contractor for (A) a time extension, 37. including, without limitation, for relief from damages or penalties for delay assessed by the District under the Contract, (B) payment by the District of money or damages arising from work done by, or on behalf of, the Contractor pursuant to the Contract and payment of which is not otherwise expressly provided for or to which Contractor is not otherwise entitled to, or (C) an amount of payment disputed by the District, the parties shall attempt to resolve the dispute by those procedures set forth in Public Contract Code section 9204 and/or Article 1.5 (commencing with section 20104) of Chapter 1, Part, 3, Division 2, of the Public Contract Code, if applicable, the provisions of which are each attached hereto and incorporated herein by this reference. If a claim, or any portion thereof, remains in dispute upon satisfaction of all applicable dispute resolution requirements, the Contractor shall comply with all claims presentation requirements as provided in Chapter 1 (commencing with section 900) and Chapter 2 (commencing with section 910) of Part 3 of Division 3.6 of Title 1 of Government Code as a condition precedent to the Contractor's right to bring a civil action against the District. For purposes of those provisions, the running of the time within which a claim must be presented to the District shall be tolled from the time the Contractor submits its written claim until the time the claim is denied, including any time utilized by any applicable meet and confer process. Pending resolution of the dispute, Contractor and its subcontractors shall continue to perform the Work under the Contract and shall not cause a delay of the Work during any dispute, claim, negotiation, mediation, or arbitration proceeding, except by written agreement of the District.
- 38. **ATTORNEY FEES/COSTS:** Should litigation be necessary to enforce any terms or provisions of this Contract, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.
- 39. **TERMINATION:** If Contractor fails to perform the Services and Contractor's duties to the satisfaction of the District, or if Contractor fails to fulfill in a timely and professional manner Contractor's obligations under this Contract, or if Contractor violates any of the terms or provisions of this Contract, District shall have the right to terminate this Contract effective immediately upon the District giving written notice thereof to the Contractor. The Contractor and its performance bond surety, if any, shall be liable for all damages caused to the District by reason of the Contractor's failure to perform and complete the Contract. District shall also have the right in its sole discretion to terminate the Contract for its own convenience upon District giving three (3) days' written notice thereof to the Contractor. In case of a termination for convenience, Contractor shall be paid for the actual cost for labor, materials, and services



performed that is unpaid and can be documented through timesheets, invoices, receipts, or otherwise, and five percent (5%) of the total cost of Work performed as of the date of termination, or five percent (5%) of the value of the Work yet to be performed, whichever is less. This five percent (5%) shall be full compensation for all of Contractor's and its subcontractor(s)' mobilization and/or demobilization costs and any anticipated loss profits resulting from termination of the Contractor for convenience. Termination shall have no effect upon any of the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of termination.

- 40. ASSIGNMENT OF CONTRACT: Contractor shall not assign or transfer in any way any or all of its rights, burdens, duties, or obligations under this Contract without the prior written consent of the District.
- 41. **TIME IS OF THE ESSENCE:** Time is of the essence in the performance of and compliance with each of the provisions and conditions of this Contract.
- 42. **CALCULATION OF TIME:** For the purposes of this Contract, "days" refers to calendar days unless otherwise specified.
- 43. **GOVERNING LAW:** This Contract shall be governed by and construed in accordance with the laws of the State of California with venue of any action in a County in which the District administration office is located.
- 44. **BINDING CONTRACT:** This Contract shall be binding upon the parties hereto and upon their successors and assigns, and shall inure to the benefit of said parties and their successors and assigns.
- 45. **DISTRICT WAIVER:** District's waiver of any term, condition, covenant or waiver of a breach of any term, condition or covenant shall not constitute the waiver of any other term, condition or covenant or the waiver of a breach of any other term, condition or covenant.
- 46. **CAPTIONS AND INTERPRETATIONS:** Paragraph headings in this Contract are used solely for convenience, and shall be wholly disregarded in the construction of this Contract. No provision of this Contract shall be interpreted for or against a party because that party or its legal representative drafted such provision, and this Contract shall be construed as if jointly prepared by the parties.
- 47. **INVALID TERM:** If any provision of this Contract is declared or determined by any court of competent jurisdiction to be illegal, invalid or unenforceable, the legality, validity or enforceability of the remaining parts, terms and provisions shall not be affected thereby, and said illegal, unenforceable or invalid part, term or provision will be deemed not to be a part of this Contract.
- 48. **PROVISIONS REQUIRED BY LAW DEEMED INSERTED:** Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and this Contract shall be read and enforced as though it were included therein.
- 49. **ENTIRE CONTRACT:** This Contract sets forth the entire agreement between the parties hereto and fully supersedes any and all prior agreements, understandings, written or oral, between the parties hereto pertaining to the subject matter thereof.
- 50. **NO ORAL MODIFICATIONS:** No oral agreement or conversation with any officer, agent, or employee of District, either before or after execution of Contract, shall affect or modify any of the terms or obligations contained in any of the documents comprising the Contract.



Public Contract Code section 9204

- (a) The Legislature finds and declares that it is in the best interests of the state and its citizens to ensure that all construction business performed on a public works project in the state that is complete and not in dispute is paid in full and in a timely manner.
- (b) Notwithstanding any other law, including, but not limited to, Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2, Chapter 10 (commencing with Section 19100) of Part 2, and Article 1.5 (commencing with Section 20104) of Chapter 1 of Part 3, this section shall apply to any claim by a contractor in connection with a public works project.
- (c) For purposes of this section:
- (1) "Claim" means a separate demand by a contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:
- (A) A time extension, including, without limitation, for relief from damages or penalties for delay assessed by a public entity under a contract for a public works project.
- (B) Payment by the public entity of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public works project and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled.
- (C) Payment of an amount that is disputed by the public entity.
- (2) "Contractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who has entered into a direct contract with a public entity for a public works project.
- (3) (A) "Public entity" means, without limitation, except as provided in subparagraph (B), a state agency, department, office, division, bureau, board, or commission, the California State University, the University of California, a city, including a charter city, county, including a charter county, city and county, including a charter city and county, district, special district, public authority, political subdivision, public corporation, or nonprofit transit corporation wholly owned by a public agency and formed to carry out the purposes of the public agency.
- (B) "Public entity" shall not include the following:
- (i) The Department of Water Resources as to any project under the jurisdiction of that department.
- (ii) The Department of Transportation as to any project under the jurisdiction of that department.
- (iii) The Department of Parks and Recreation as to any project under the jurisdiction of that department.
- (iv) The Department of Corrections and Rehabilitation with respect to any project under its jurisdiction pursuant to Chapter 11 (commencing with Section 7000) of Title 7 of Part 3 of the Penal Code.
- (v) The Military Department as to any project under the jurisdiction of that department.
- (vi) The Department of General Services as to all other projects.
- (vii) The High-Speed Rail Authority.
- (4) "Public works project" means the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind.
- (5) "Subcontractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who either is in direct contract with a contractor or is a lower tier subcontractor.
- (d) (1) (A) Upon receipt of a claim pursuant to this section, the public entity to which the claim applies shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the claimant a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, a public entity and a contractor may, by mutual agreement, extend the time period provided in this subdivision.
- (B) The claimant shall furnish reasonable documentation to support the claim.
- (C) If the public entity needs approval from its governing body to provide the claimant a written statement identifying the disputed portion and the undisputed portion of the claim, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the public entity shall have up to three days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide the claimant a written statement identifying the disputed portion and the undisputed portion.



- (D) Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. If the public entity fails to issue a written statement, paragraph (3) shall apply.
- (2) (A) If the claimant disputes the public entity's written response, or if the public entity fails to respond to a claim issued pursuant to this section within the time prescribed, the claimant may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the public entity shall schedule a meet and confer conference within 30 days for settlement of the dispute.
- (B) Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the public entity shall provide the claimant a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the public entity and the claimant sharing the associated costs equally. The public entity and claimant shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.
- (C) For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.
- (D) Unless otherwise agreed to by the public entity and the contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.
- (E) This section does not preclude a public entity from requiring arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program, if mediation under this section does not resolve the parties' dispute.
- (3) Failure by the public entity to respond to a claim from a contractor within the time periods described in this subdivision or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the public entity's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the claimant.
- (4) Amounts not paid in a timely manner as required by this section shall bear interest at 7 percent per annum.
- (5) If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against a public entity because privity of contract does not exist, the contractor may present to the public entity a claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on his or her own behalf or on behalf of a lower tier subcontractor, that the contractor present a claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the claim be presented to the public entity shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the contractor shall notify the subcontractor in writing as to whether the contractor presented the claim to the public entity and, if the original contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.
- (e) The text of this section or a summary of it shall be set forth in the plans or specifications for any public works project that may give rise to a claim under this section.
- (f) A waiver of the rights granted by this section is void and contrary to public policy, provided, however, that (1) upon receipt of a claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable; and (2) a public entity may prescribe reasonable change order, claim, and dispute resolution procedures and requirements in addition to the provisions of this section, so long as the contractual provisions do not conflict with or otherwise impair the timeframes and procedures set forth in this section.
- (g) This section applies to contracts entered into on or after January 1, 2017.
- (h) Nothing in this section shall impose liability upon a public entity that makes loans or grants available through a competitive application process, for the failure of an awardee to meet its contractual obligations.
- (i) This section shall remain in effect only until January 1, 2020, and as of that date is repealed, unless a later enacted statute, that is enacted before January 1, 2020, deletes or extends that date.



Public Contract Code sections 20104 - 20104.6

§ 20104.

- (a) (1) This article applies to all public works claims of three hundred seventy-five thousand dollars (\$375,000) or less which arise between a contractor and a local agency.
- (2) This article shall not apply to any claims resulting from a contract between a contractor and a public agency when the public agency has elected to resolve any disputes pursuant to Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2.
- (b) (1) "Public work" means "public works contract" as defined in Section 1101 but does not include any work or improvement contracted for by the state or the Regents of the University of California.
- (2) "Claim" means a separate demand by the contractor for (A) a time extension, (B) payment of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public work and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to, or (C) an amount the payment of which is disputed by the local agency.
- (c) The provisions of this article or a summary thereof shall be set forth in the plans or specifications for any work which may give rise to a claim under this article.
- (d) This article applies only to contracts entered into on or after January 1, 1991.

§ 20104.2.

For any claim subject to this article, the following requirements apply:

- (a) The claim shall be in writing and include the documents necessary to substantiate the claim. Claims must be filed on or before the date of final payment. Nothing in this subdivision is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims.
- (b) (1) For claims of less than fifty thousand dollars (\$50,000), the local agency shall respond in writing to any written claim within 45 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.
- (2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.
- (3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 15 days after receipt of the further documentation or within a period of time no greater than that taken by the claimant in producing the additional information, whichever is greater.
- (c) (1) For claims of over fifty thousand dollars (\$50,000) and less than or equal to three hundred seventy-five thousand dollars (\$375,000), the local agency shall respond in writing to all written claims within 60 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.
- (2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.
- (3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 30 days after receipt of the further documentation, or within a period of time no greater than that taken by the claimant in producing the additional information or requested documentation, whichever is greater.
- (d) If the claimant disputes the local agency's written response, or the local agency fails to respond within the time prescribed, the claimant may so notify the local agency, in writing, either within 15 days of receipt of the local agency's response or within 15 days of the local agency's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon a demand, the local agency shall schedule a meet and confer conference within 30 days for settlement of the dispute.
- (e) Following the meet and confer conference, if the claim or any portion remains in dispute, the claimant may file a claim as provided in Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the claimant submits his or her written claim pursuant to subdivision (a) until the time that claim is denied as a result of the meet and confer process, including any period of time utilized by the meet and confer process.
- (f) This article does not apply to tort claims and nothing in this article is intended nor shall be construed to change the time periods for filing tort claims or actions specified by Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code.



§ 20104.4.

The following procedures are established for all civil actions filed to resolve claims subject to this article:

- (a) Within 60 days, but no earlier than 30 days, following the filing or responsive pleadings, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court or by stipulation of both parties. If the parties fail to select a mediator within the 15-day period, any party may petition the court to appoint the mediator.
- (b) (1) If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act (Title 4 (commencing with Section 2016.010) of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.
- (2) Notwithstanding any other provision of law, upon stipulation of the parties, arbitrators appointed for purposes of this article shall be experienced in construction law, and, upon stipulation of the parties, mediators and arbitrators shall be paid necessary and reasonable hourly rates of pay not to exceed their customary rate, and such fees and expenses shall be paid equally by the parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division. In no event shall these fees or expenses be paid by state or county funds.
- (3) In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, any party who after receiving an arbitration award requests a trial de novo but does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, pay the attorney's fees of the other party arising out of the trial de novo.
- (c) The court may, upon request by any party, order any witnesses to participate in the mediation or arbitration process.

§ 20104.6.

- (a) No local agency shall fail to pay money as to any portion of a claim which is undisputed except as otherwise provided in the contract.
- (b) In any suit filed under Section 20104.4, the local agency shall pay interest at the legal rate on any arbitration award or judgment. The interest shall begin to accrue on the date the suit is filed in a court of law.



EXHIBIT "A" SCOPE OF WORK

Consultant's entire Proposal is **not** made part of this Agreement.



Proposal

ERICKSON-HALL

CONSTRUCTION CO.

School: Griffiths Middle School

Project Name: Griffiths Middle School New Construction & Modernization	DSA Application No.: 03-119094
Project No.: 3901	

Architect: LPA COP No.: 103 Date: 2/19/2021 Project Manager: DUSD Contractor: Erickson-Hall Construction Co. Reference RFIs: Reference RFP / Bulletin No.: N/A DESCRIPTION: Per District request, the overhead water line in Building N's Kitchen was repaired and rerouted. This work resulted in drywall repairs to the ceiling and walls with new paint. Additional protection was needed for unmovable furnishings. Subcontractor Costs (used when work is subcontracted) Subcontractor Description Material Labor Equipment Procreft Rerout overhead water fine (T&M) \$ 1,982.57 \$ 3,701.20 \$ 5,920.57 Sterra Lathing Repair drywell at ceiling and walls (T&M) 55.00 \$ 2,159.22 \$ 2,214.22 Paint drywall patching, protect furnishings \$ 1,875.00 \$ 4,178.64 \$ 5,851.64 SPCI \$ Subtotels \$ 3,712.57 \$ 10,037.08 \$ 236.80 \$ 13,986.43 Subcontractor OH and Profit (10%) \$ 1,398.64 Tired Subcontractor Cost N/A Subcontractor Profit of Tired Subcontractor (5%) NA 153.85 Subcontractor Bond (1%) _\$ Subcontractor Subtotal \$ 15,538,92 Contractor OH and Profit (5%) _\$ 776.95 Contractor/Subcontractor Subtotal \$ 18,315.87 Contractor Bond (1%) \$ 163.18 Subcontractor Total + Contractor Mark-ups \$ 16,479.03 Contractor Costs (used when work is self-performed) Contactor Description Material Labor Equipment \$ Subtotals \$ Contractor OH and Profit (10%) \$ Contractor totals \$ Contractor Bond (1%) \$ Contractor Subtotal \$ 16,479 TOTAL COSTS FOR COP No. 103 Contractor Time TOTAL TIME FOR COP No. 103 0 days Contractor: Erickson-Hall Construction Date: 2/19/2021 Submitted by District Approval: Date: Signature_

Pro-Craft Construction, Inc. 500 Iowa Street Redlands CA 92373

www.procraftci.com 909-790-5222 909 797-2812



Proposal

COR Number: 0037

Date: 11/20/2020

Project Number: 19045 Contract Date: 6/18/2019

To:	Project
Erickson-Hall Construction	Griffiths MS - IH and Modernization
500 Corporate Drive	9633 Tweedy Lane
Escondido CA 92029-1517	Downey CA 90240

... ,...

Description of Change: Replace water lines at kitchen

Per email from Michael Arnold, replace overhead water lines at existing kitchen. Not responsible for existing conditions, existing fixtures, demo, patch, seismic. This will be performed on a T&M basis per email from Nat Riddle.

Proposed Change Order Amount

\$6,577.76

Standard Terms and Conditions of the Subcontract apply, including all exclusions. Additional Time required, does not include contract extension, if required

0 Day(s)

This change proposal is based on the usual cost elements such as labor, materials, and markup and does not include any amount for impacts such as interference, disruptions, rescheduling, and change in the sequence of work, delays and /or associated acceleration. We expressly reserve the right to submit our request for any of these items should we be faced with performing work under any of these conditions.

This cost proposal supersedes all previously submitted cost proposals relating to this same work. The work of other trades, which may be required to complete this change order, is not a part of this change proposal.

This quote is valid for thirty (30) calendar days from the above date and void thereafter. All work affected by either the acceptance or rejection of the enclosed change order quotation is on hold pending notification.



TO: Erickson Hall ATTN: Justin Sinnott DATE: 11/20/2020 CO# 37

RELATED DOC:

LABOR	RELATED DO	Hours	Rate	Total
	eneral Foreman		\$101.85	\$0.00
Fo	reman	8.00	\$101.85	\$814.8
Ple	ımber	32.00	\$90.20	\$2,886.4
Or	perator		\$93.34	\$0.00
2000	borer		\$74.50	\$0.00
	her			\$0.00
	vertime			\$0.00
	ocurement & Delivery		\$65.00	\$0.00
	builts		\$101.85	\$0.00
a	ean Up		\$90.20	\$0.00
Eq	ulpment Delivery		\$125.00	\$0.00
	LABOR SUBTOTALS			\$3,701.20
MATERIAL	scription	QTY	Unit Price	Total
	aterial (See Detail)	1.00	\$ 1,802.34	\$1,802.34
Pic	rection face pergril	1.00	4 1,002.37	\$0.00
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-				\$0.00
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<u> </u>	Sub Total			\$1,802.34
	Sales Tax		10.00%	\$180.23
	MATERIAL SUBTOTALS		20.00 /0	\$1,982.57
EQUIPME	MT	Unit	Rate	Total
Ge	neral Foreman Truck	-	\$29.60	\$0.00
	reman Truck	8.00	\$29.60	\$236.80
				\$0.00
				\$0.00
				\$0.00
				\$0.00
_				\$0.00
				\$0.00
	EQUIPMENT SUBTOTAL			\$236,80
SUBCONT	RACTOR			Total
				\$0.00
_				\$0.00
				\$0,00
	SUBCONTRACTOR SUBTOTAL			\$0.00
COMMENT	S	OH&P	Summary	Total
1			LABOR SUBTOTAL	\$3,701.20
1			ATERIAL SUBTOTAL	\$1,982.57
			JIPMENT SUBTOTAL	\$236.80
1		SUBCONT	RACTOR SUBTOTAL	\$0.00
			COST SUBTOTAL	\$5,920.57
		10%	LABOR OH&P	\$370.12
		10%	MATERIAL OHAP	\$198.26
		10%	EQUIP OH&P	\$23.68
		5%	SUB OH&P	\$0.00
		The second second second	MARKUP SUBTOTAL	\$6,512.63
		1,0%	Bonds & Ins.	\$65.13
	Additional Days to Contract 0	\$ 412.73	Daily OH Rate	\$0.00
	Contract Extension: NO		QUOTED PRICE	\$6,577.76

PipeDetail

Company: Pro-Craft Construction, Inc. **JobName:** 19045-37

Run Date: 11/20/2020 7:52 Sort Key: By Matl Group



Mati Group	Otv	Size	By Matl Group Description		Net Total	
Mati		1% x1%	LF Galv 12Ga Channel	\$	29.00	
Group	56		Plain Threaded Rod	\$	24.17	
blina6	12	1% x1%	LF Galv 12Ga Channel	\$	29.00	
bline6	56	3/6	Plain Threaded Rod	\$	24.17	
bolts	104	3/8	Hex Nuts	\$ \$	15.24	
copfit	8	3/4	Wrot Copper Coupling	\$	15.02	
copfnb	25	3/4	Wrot Copper 90 Ell	\$	33.18	
copfnb	5	3/4	Wrot Copper Tee	\$	12.18	
copfnb	5	3/4	Wrot Copper Coupling	\$	4.48	
coptub	160	3/4	Type L Hard Copper Tube	\$	603.65	
hanger	20	3	Plain Standard Clevis Hanger	\$	71.68	
job	1	<none></none>	INSULATION insulation	\$	420.00	
misc	104	3/8	Plain Washer	\$	6.80	
misc	91	3/4	Lead-Free Solder Joints	\$	35.71	
shield	20	3x12	Galv Insulation Prot Shield	\$	341.46	
thdacc	12	1/4 x 1 1/2	Plain Hex Head Lag Bolt	\$	8.04	
thdacc	20	%x11/2	Plain Hex Head Lag Bolt	\$	20.00	
uppera	12	%	Plain Side Beam Connector	\$	29.40	
uppera	20	3/6	Plain Side Beam Angle Clip	\$	82.64	
user2		<none></none>	FL Flux	\$	14.69	
user2	1	<none></none>	SOLDER Lead Free Solder	\$	35.00	
				\$	1,802.34	



TIME & MATERIAL TICKET

DA	ATE:	Nov 13, 2020			TICKET#	1		of	2			
PR	OJECT NAME	19045 Griffiths MS Interim Hous		_]	IS WORK COMP	LETE:	YES	⊚ No		WHEN	7 11/13	/2020
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TIME & MATERIAL TICKET

DATE:	Nov 13, 2020			TICKET#	2	of	2			
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Sierra Lathing Company, Inc 1189 West Lelske Drive Rialto CA 92376 909-421-0211

License: 198103

Proposal

Order#: 31

Order Date: 12/18/2020

To: Erickson-Hall Construction Co. 500 Corporate Drive Escondido CA 92029 Project: 3911

Griffiths MS

9633 Tweedy Lane Downey CA 90240

The contractor agrees to perform are pay for the following changes to this	Plans Attached			
Ordered By:	Customer Order: FI 983	Specifications Attached		
Description of Work	Amount			
FI 983		2,460.00		
Notes PLEASE SEE ATTACHED WORK DIRECTION	SHEET FOR THE ADDTIONAL WORK PERFORMED C	ON TM PER GC		
LABOR/MATERIAL=\$2,214.22				
10% OHP=\$221.42				
1% BOND=\$24.36				
TOTAL=\$ 2,460				

Negative changes will lower the overall contract price requiring no additional payment by owner.	Requested Amount of Change	2,460.00
The original Contract Sum was	2,121,313.00	
The state of the s		145,393.63
The Contract Sum prior to this Change Or		
The Contract Sum will be changed by this	2,460.00	
	nge Order will be	2,269,166.63
		0 Days
Owner:	Date:	
Contractor:		

Project No.			DATE:	12/18/20						
Griffiths MS PTC:								gg (4-1116)		
						POSAL#:	31			
		COST PROPOSAL FI 983							<u> </u>	
DESCRIPTION OF CHANGE:						OOID				
	- } me	MATERIAL	rate year to have	Forman 77.54/74.10 OCIP			EQUIPMENT			
			EXTENSION	QUANTITY		EXTENSION	QUANTITY	UNIT COST		
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Forman				1 HR	\$77.54	\$77.54				
TM 12/1/20				8 HRS	\$74.10	\$592.80				
Forman				1 HR	\$77 54	\$77 54				
TM 12/2/20				8 HRS	\$74.10	\$692.80				
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SUBTOTALS:			\$60.00	- 10 mm		\$2,159.22	\$		\$0.00	
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PTC LABOR				9	\$2,159.22					
	0	_%			\$0.00 \$0.00					
PTC SUBTOTAL DIRECT COSTS					\$2,214.22					

PTC LABOR ### \$2,159.22

PTC LABOR BURDEN (%): 0 % \$0.00

PTC EQUIPMENT \$0.00

PTC SUBTOTAL DIRECT COSTS \$2,214.22

PTC FEE ON DIRECT COSTS 10% \$221.42

**SUBTOTAL \$2,436.64

BOND///INS (1%) 0.01) \$24.36

TOTAL \$2,469.99

PREPARED & SUBMITTED BY: TITLE/COMPANY: Project Executive/Sierra Lathing Company Inc.



Time & Material

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Time & Material

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of the Kitchen area.					
	8	TAY1. / C-		l-Taping-Clea	
Material QTY	HOURS	MEN	TOTAL	Scope Scope	131-11[2]
Hot Mud 2 Bags Mesh Tape 1 Roll	Foreman]Y	1	1 hr 8 hrs	Taping	
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Project Manager approval and change Equipmedur required for payment of extra work.	Work perf			12-1-20	<u> </u>



Time & Material

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Proposal

December 9, 2020 Ref. No. 8043-32

Mike Arnold Erickson-Hall Construction 500 Corporate Drive Escondido, CA 92029

760-796-7700 MArnold@EricksonHall.com

Job Site: Griffiths Middle School, Downey

Building N kitchen (2 main rooms, 1 hallway): Patch all holes in various areas, spot prime all areas needed, apply two coats of finish paint semi-gloss, color: DEW 381 Droplets. Protect all unmovable furnishings.

Labor: 64 hours at \$65.26 = \$4,176.64 Materials & Lift: \$1,675.00 OH&P at 10%: \$585.16 Bond at 1%: \$64.37

\$6,501.17

Accepted By:	
Signature	Date
2 O #	

SPECIALIZED PAINTING COMPANY IS COMMITTED TO PRODUCING THE FINEST RESULTS BY PERFORMING WITH THE HIGHEST OF STANDARDS.

This work will not be completed until written confirmation of acceptance is received in our office.





The undersigned declares:

NONCOLLUSION DECLARATION Public Contract Code Section 7106

TO BE EXECUTED BY CONTRACTOR AND SUBMITTED WITH CONTRACT

I am the		of	Erickson - Hail Construction Company
the party ma	(Title) aking the fore	aoina bid.	(Bidder Name)
The bid is no company, as sham. The bid a false or sha agreed with bidder has no conference woverhead, prontained in bid price or a relative ther depository, or	ot made in the sociation, or older has no am bid. The bany bidder of the bid are to any breakdow eto, to any men	e interest of ganization, of the directly or hidder has not anyone elsoner, directly to fix the bid lement of the rue. The bid on thereof, occrporation, aber or agen	f, or on behalf of, any undisclosed person, partnership, or corporation. The bid is genuine and not collusive or indirectly induced or solicited any other bidder to put in at directly or indirectly colluded, conspired, connived, or e to put in a sham bid, or to refrain from bidding. The or indirectly, sought by agreement, communication, or price of the bidder or any other bidder, or to fix any bid price, or of that of any other bidder. All statements der has not, directly or indirectly, submitted his or her or the contents thereof, or divulged information or data partnership, company, association, organization, bid thereof, to effectuate a collusive or sham bid, and has or entity for such purpose.
joint venture	e, limited lia sents that he	bility compa	on behalf of a bidder that is a corporation, partnership, ny, limited liability partnership, or any other entity, ull power to execute, and does execute, this declaration
foregoing is		ect and that	ler the laws of the State of California that the this declaration is executed on this 18 day of ty, State)
Proper Name Signature: Print Name: Title:	of Bidder:		Erickson - Hall Construction Company Mat Gates Vice President



PREVAILING WAGE CERTIFICATION

I hereby certify that I will conform to the State of California Public Works Contract requirements regarding prevailing wages, benefits, on-site audits with 48-hours' notice, payroll records, and apprentice and trainee employment requirements, for all Work on the above Project, including, without limitation, labor compliance monitoring and enforcement by the Department of Industrial Relations.

Date:	March 18 , 20 21
Proper Name of Contractor:	Erickson Hall Construction Company
Signature:	
Print Name:	Mat Gates
Title:	Vice President



WORKERS' COMPENSATION CERTIFICATION

Labor Code section 3700 in relevant part provides:

Every employer except the State shall secure the payment of compensation in one or more of the following ways:

- a. By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this state.
- b. By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees.

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

Date:	March 18, 20 21
Proper Name of Contractor:	Erickson - Hall Construction Company
AS NOT THE REAL PROPERTY.	MAC
Signature:	Mat Gates
Print Name:	V
Title:	Vice President

(In accordance with Article 5 - commencing at section 1860, chapter 1, part 7, division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any Work under this Contract.)



CRIMINAL BACKGROUND INVESTIGATION /FINGERPRINTING CERTIFICATION

PURCHASE ORDER NO.: PO2W-21000001562 between the Downey Unified School District ("District") and Erickson - Hall Construction Company ("Contractor" or "Bidder") ("Contract" or "Project").
The undersigned does hereby certify to the governing board of the District as follows:
That I am a representative of the Contractor currently under contract with the District; that I am familiar with the facts herein certified; and that I am authorized and qualified to execute this certificate on behalf of Contractor.
Contractor certifies that it has taken at least one of the following actions with respect to the construction Project that is the subject of the Contract (check all that apply):
The Contractor is a sole proprietor and intends to comply with the fingerprinting requirements of Education Code section 45125.1(k) with respect to all Contractor's employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and hereby agrees to the District's preparation and submission of fingerprints such that the California Department of Justice may determine that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. No work shall commence until such determination by DOJ has been made.
As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District and undertake to prepare and submit Contractor's fingerprints as if he or she was an employee of the District.
Date:
District Representative's Name and Title:
District Representative's Signature:
The Contractor, who is not a sole proprietor, has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all Contractor's employees and all of its Subcontractors' employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and the California Department of Justice has determined that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. A complete and accurate list of Contractor's employees and of all of its subcontractors' employees who may come in contact with District pupils during the course and scope of the Contract is attached hereto; and/or
Pursuant to Education Code section 45125.2, Contractor has installed or will install, prior to commencement of Work, a physical barrier at the Work Site, that will limit contact between Contractor's employees and District pupils at all times; and/or



supervision of, and monitored by, ascertained, or as described below	on 45125.2, Contractor certifies that all employees will be under the continual an employee of the Contractor who the California Department of Justice has w, will ascertain, has not been convicted of a violent or serious felony. The ho will be supervising Contractor's and its subcontractors' employees is:
Name:	
Title:	
named employee's fingerprints p	e proprietor, and elects the above option, Contractor must have the above- repared and submitted by the District, in accordance with Education Code Il commence until such determination by DOJ has been made.
As an authorized District offici this certificate on behalf of the he or she was an employee o	al, I am familiar with the facts herein certified, and am authorized to execute e District and undertake to prepare and submit Contractor's fingerprints as if if the District.
Date:	
District Representative's Nam	e and Title:
District Representative's Signa	ature:
supplier of any tier of the Contract or any subcontractor or supplier o pupils and the District will take app with Consultant's employees, sub	r (i) at an unoccupied school site and no employee and/or subcontractor or shall come in contact with the District pupils or (ii) Contractor's employees fany tier of the Contract will have only limited contact, if any, with District propriate steps to protect the safety of any pupils that may come in contact contractors or suppliers so that the fingerprinting and criminal background cation Code section 451.25.1 shall not apply to Contractor under the
As an authorized District office this certificate on behalf of the	ial, I am familiar with the facts herein certified, and am authorized to execute e District.
Date: 74-30-3	lo 21
DistrictRepresentative'sName	eandTitle: Director M.O.T. Services uture: Not Mook
DistrictRepresentative'sSigna	iture: fl / //ksok.
Contractor's responsibility for background	und dearance extends to all of its employees, Subcontractors, and employees t with District pupils regardless of whether they are designated as employees
Proper Name of Contractor: _	Erickson - Hall Construction Company
Signature:	
Print Name:	Mat Gates
Title:	Vice President



ASBESTOS & OTHER HAZARDOUS MATERIALS CERTIFICATION

Contractor hereby certifies that no Asbestos, or Asbestos-Containing Materials, polychlorinated biphenyl (PCB), or any material listed by the federal or state Environmental Protection Agency or federal or state health agencies as a hazardous material, or any other material defined as being hazardous under federal or state laws, rules, or regulations ("New Hazardous Material"), shall be furnished, installed, or incorporated in any way into the Project or in any tools, devices, clothing, or equipment used to affect any portion of Contractor's work on the Project for District.

Contractor further certifies that it has instructed its employees with respect to the abovementioned standards, hazards, risks, and liabilities.

Asbestos and/or asbestos-containing material shall be defined as all items containing but not limited to chrysotile, crocidolite, amosite, anthophyllite, tremolite, and actinolite. Any or all material containing greater than one-tenth of one percent (.1%) asbestos shall be defined as asbestos-containing material.

Any disputes involving the question of whether or not material is New Hazardous Material shall be settled by electron microscopy or other appropriate and recognized testing procedure, at the District's determination. The costs of any such tests shall be paid by Contractor if the material is found to be New Hazardous Material.

All Work or materials found to be New Hazardous Material or Work or material installed with New Hazardous Material containing equipment will be immediately rejected and this Work will be removed at Contractor's expense at no additional cost to the District.

Contractor has read and understood the document Hazardous Materials Procedures & Requirements, and shall comply with all the provisions outlined therein.

Date:	March 18, 20 21
Name of Contractor:	Erickson - Hall Construction Company
Signature:	1119
Print Name:	Mat Gates
Title:	Vice President



LEAD-PRODUCT(S) CERTIFICATION

California Occupational Safety and Health Administration (CalOSHA), Environmental Protection Agency (EPA), California Department of Health Services (DHS), California Department of Education (CDE), and the Consumer Product Safety Commission (CPSC) regulate lead-containing paint and lead products.

Because the Contractor and its employees will be providing services for the District, and because the Contractor's work may disturb lead-containing building materials, **CONTRACTOR IS HEREBY NOTIFIED** of the potential presence of lead-containing materials located within certain buildings utilized by the District. All school buildings built prior to 1993 are presumed to contain some lead-based paint until sampling proves otherwise.

The CDE mandates that school districts utilize DHS lead-certified personnel when a lead-based hazard is identified. Examples of lead-certified personnel include: project designers, inspectors, and abatement workers. Furthermore, since it is assumed by the District that all painted surfaces (interior as well as exterior) within the District contain some level of lead, it is imperative that the Contractor, its workers and subcontractors fully and adequately comply with all applicable laws, rules and regulations governing lead-based materials (Including Title 8, California Code of Regulations, Section 1532.1). Any and all Work which may result in the disturbance of lead-containing building materials must be coordinated through the District.

The California Education Code also prohibits the use or import of lead-containing paint, lead plumbing and solders, or other potential sources of lead contamination in the construction of any new school facility or in the modernization or renovation of any existing school facility. The Contractor shall provide the District with any sample results prior to beginning Work, during the Work, and after the completion of the Work. The District may request to examine, prior to the commencement of the Work, the lead training records of each employee of the Contractor.

All contractors who disturb lead-based paint in a six-square-foot area or greater indoors or a 20-square-foot area or greater outdoors shall comply with the Renovation, Repair and Painting Rule, shall receive training from a U.S. EPA-accredited training provider, and shall be certified by the U.S. EPA. Contractor, its workers and subcontractors must fully and adequately comply with all applicable laws, rules and regulations governing lead-based materials, including those rules and regulations appearing within title 40 of the Code of Federal Regulations as part 745 (40 CFR 745).

If failure to comply with these laws, rules, and regulations results in a site or worker contamination, the Contractor will be held solely responsible for all costs involved in any required corrective actions, and shall defend, indemnify and hold harmless the District, pursuant to the indemnification provisions of the Contract, for all damages and other claims arising therefrom. If lead disturbance is anticipated in the Work, only persons with appropriate accreditation, registrations, licenses and training shall conduct this Work.

It shall be the responsibility of the Contractor to properly dispose of any and all waste products, including but not limited to, paint chips, any collected residue, or any other visual material that may occur from the prepping of any painted surface. It will be the responsibility of the Contractor to provide the proper disposal of any hazardous waste by a certified hazardous waste hauler. This company shall be registered with the Department of Transportation (DOT) and shall be able to issue a current manifest number upon transporting any hazardous material from any school site within the District.

THE UNDERSIGNED HEREBY ACKNOWLEDGES, UNDER PENALTY OF PERJURY, THAT HE OR SHE HAS RECEIVED NOTIFICATION OF POTENTIAL LEAD-BASED MATERIALS ON THE OWNER'S PROPERTY, AS WELL AS THE EXISTENCE OF APPLICABLE LAWS, RULES AND REGULATIONS GOVERNING WORK WITH, AND DISPOSAL OF, SUCH MATERIALS WITH WHICH IT MUST COMPLY. THE UNDERSIGNED ALSO WARRANTS THAT HE OR SHE HAS THE AUTHORITY TO SIGN ON BEHALF OF AND BIND THE CONTRACTOR.

Date:	March 18 , 20 21
Name of Contractor:	Erickson - Hall Construction Company
Signature:	M9
Print Name:	Mat Gates
Title:	Vice President



ROOFING PROJECT CERTIFICATION

This form shall be executed by all contractors, materials manufacturers, or vendors involved in a bid or proposal for the repair or replacement of a roof of a public school where the project is for repair of more than 25% of the roof or that has a total cost more than \$21,000 ("roofing project") and submitted to the District when the award is made.

Certification of:	Contractor	□ Materials Manufacturer
	□ Vendor	Dother
Mat Gates		Erickson-Hall Construction Co, certify that I [Name of Firm]
have not offered, give contribution, or any roofing project contri	ven, or agreed to g financial incentive ract. As used in th	[Name of Firm] ive, received, accepted, or agreed to accept, any gift, whatsoever to or from any person in connection with the is certification, "person" means any natural person, business, ittee, club, or other organization, entity, or group of individuals.
Furthermore, I.	Mat Gates	
do not have, and the connection with the	roughout the durat performance of thi	[Name of Firm] ion of the contract, I will not have, any financial relationship in s contract with any architect, engineer, roofing consultant, vendor that is not disclosed below.
I,		, have the following [Name of Firm]
financial relationship distributor, or vendo	os with an architect or, or other person	in the firm in the following roofing project contract in connection with the following roofing project contract in and Contract Date and Number):
disclosure are true, of section 3000 et se regarding the penalt	or are believed to be eq. of the California ies for providing fa	y that, to the best of my knowledge, the contents of this be true. I further certify on behalf of the Firm that I am aware a Public Contract Code, and the sections referenced therein also information or failing to disclose a financial relationship in am authorized to make this certification on behalf of the Firm.
Date:		March 18, 20 21
Name of Firm:	-	Ericksøn-Hall Construction Co.
Signature:	-	////
Print Name:	/ 	Mat Gates
Title:		Vice President



REGISTERED SUBCONTRACTORS LIST (Labor Code Section 1771.1)

PURCHASE ORDER:		PO2W-210000001562	
Date Submitted (for	Updates):	March 18, 2021	
Department of Industrial R tiers who will perform work or about the construction o	elations (DIR) reg k or labor or rende f the Work at leas	must clearly set forth below the name istration number of each subcontractor for er service to Contractor or its subcontractor two (2) weeks before the subcontractor is to be updated as all tiers of subcontractors.	r al
Contractor acknowledges and any tier who performs any Contractor will be subjected	portion of Work,	contractor fails to list as to any subcontractor the Contract is subject to cancellation and applicable law.	r o
If further space is required page 2 showing the require	for the list of propo d information, as i	osed subcontractors, attach additional copie ndicated below.	s o
Subcontractor Name:		Pro-Craft Construction Inc	
DIR Registration #:			
Portion of Work:			_
Subcontractor Name:		Specialized Painting Company Inc	
DIR Registration #:			
Portion of Work:			_
Subcontractor Name:		Sierra Lathing Company Inc	
DIR Registration #:		#1000004676	
Portion of Work:	No.	Drywall	
Subcontractor Name:			
DIR Registration #:			_
Portion of Work:			
Subcontractor Name:			
DIR Registration #:			
Portion of Work:			
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Subcontractor Name:		
DIR Registration #:		
Portion of Work:	A	
Subcontractor Name:		
DIR Registration #:		
Portion of Work:		W
Subcontractor Name:		
Subcontractor Name:		
DIR Registration #:		
Portion of Work:		
Deter	March 18, 2021	
Date:		
Name of Contractor:	Erickson - Half Construction Company	
Name of Contractor,		
Signature:		
	The same of the sa	
Print Name:	Mat Gaites	
	Vice President	
Title:	vice President	

END OF DOCUMENT

Agreement for Construction Services (Small Projects) – Certifications / Declarations



DRUG-FREE WORKPLACE CERTIFICATION

PURCHASE ORDER NO.:	PO2W-210000001562	between the Downey Unified
School District ("District") and	I Erickson - Hall	Construction Company
("Contractor" or "Bidder") ("C		

This Drug-Free Workplace Certification form is required from the successful Bidder pursuant to Government Code section 8350 et seq., the Drug-Free Workplace Act of 1990. The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract or grant for the procurement of any property or service from any state agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract or grant awarded by a state agency may be subject to suspension of payments or termination of the contract or grant, and the contractor or grantee may be subject to debarment from future contracting, if the contracting agency determines that specified acts have occurred.

The District is not a "state agency" as defined in the applicable section(s) of the Government Code, but the District is a local agency and public school district under California law and requires all contractors on District projects to comply with the provisions and requirements of the Drug-Free Workplace Act of 1990.

Contractor must also comply with the provisions of Health & Safety Code section 11362.3 which prohibits the consumption or possession of cannabis or cannabis products in any public place, including school grounds, and specifically on school grounds while children are present.

Contractor shall certify that it will provide a drug-free workplace by doing all of the following:

- a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace and specifying actions which will be taken against employees for violations of the prohibition.
- Establishing a drug-free awareness program to inform employees about all of the following:
 - (1) The dangers of drug abuse in the workplace.
 - (2) The person's or organization's policy of maintaining a drug-free workplace.
 - (3) The availability of drug counseling, rehabilitation, and employeeassistance programs.
 - (4) The penalties that may be imposed upon employees for drug abuse violations.
- Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required above, and that, as a



condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

I, the undersigned, agree to fulfill the terms and requirements of Government Code section 8355 listed above and will publish a statement notifying employees concerning (a) the prohibition of controlled substance at the workplace, (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the performance of the Contract be given a copy of the statement required by section 8355(a), and requiring that the employee agree to abide by the terms of that statement.

I also understand that if the District determines that I have either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of section 8355, that the Contract awarded herein is subject to termination, suspension of payments, or both. I further understand that, should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of the aforementioned Act.

I acknowledge that I am aware of the provisions of and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990 and Health and Safety Code section 11362.3.

Date:	March 18, 20 21
Proper Name of Contractor:	Erickson - Hall Construction Company
Signature:	
Print Name:	Mat Gates
Title:	Vice President

END OF DOCUMENT



TOBACCO-FREE ENVIRONMENT CERTIFICATION

PURCHASE ORDER NO.:School District ("District") and				
("Contractor" or "Bidder") ("Contractor" or "Bidder")	Contract" or "Project").			
This Tobacco-Free Environme	ent Certification form is required from the successful Bidder.			
Health & Safety Code section et seq., and District Board po free environments. Smoking or in District property. District owned vehicles and vehicles amoking includes the use of a in any manner or in any form circumventing the prohibition	n, 20 U.S.C. section 6083, Labor Code section 6400 et seq., 104350 et seq., Business and Professions Code section 22950 dicies, all District sites, including the Project site, are tobaccoand the use of tobacco products by all persons is prohibited on the property includes school buildings, school grounds, schoolowned by others while on District property. The prohibition on any electronic smoking device that creates an aerosol or vapor, and the use of any oral smoking device for the purpose of of tobacco smoking. Further, Health & Safety Code section gor use of cannabis or cannabis products in any place where it.			
at District sites, including the requirements of that policy ar	re of the District's policy regarding tobacco-free environments Project site and hereby certify that I will adhere to the nd not permit any of my firm's employees, agents, subcontractors' employees or agents, to use tobacco and/or			
Date:	March 18,20 21			
Proper Name of Contractor:	Erickson Hall Construction Company			
Signature:				
Print Name:	Mat Gates			
Title:	Vice President			

END OF DOCUMENT



CERTIFICATE OF LIABILITY INSURANCE

8/31/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

this certificate does not confer rights to the certificate holder in lieu of				equire an endors	sement.	A State	ment on
PRODUCER	CONTACT NAME: W	CONTACT NAME: Wella Campbell					
Alliant Insurance Services, Inc. 701 B Street, 6th floor						165	
San Diego CA 92101	E-MAII	E-MAIL ADDRESS: Wcampbell@alliant.com					
		Special Common Accordant to the Common Commo				NAIC#	
	INSURER A :		orld Assurance				19489
INSURED ERICCON	01			ance Compan			23841
Erickson-Hall Construction Company			Union Fire In				19445
500 Corporate Dr Escondido CA 92029-1353				ce Company			22837
230011d1d0 071 02020 1000	INSURER E :	71000 III	armo modran	oo oompany			LLOOI
	Introvorse o						
COVERAGES CERTIFICATE NUMBER: 159309154	INSURER F : REVISION NUMBER:						
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITIC CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFOR EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HA	HAVE BEEN ISS ON OF ANY CO RDED BY THE	POLICIES	OR OTHER DESCRIBED	OCUMENT WITH	RESPEC	T TO WHI	CH THIS
INSR ADDL SUBR			POLICY EXP (MM/DD/YYYY)		LIMITS		
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			5	MED EXP (Any one pe	erson)	\$ 25,000	
				PERSONAL & ADV IN.	JURY	\$ 1,000,000	j
GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGA	TE	\$ 2,000,000	,
POLICY X PRO- JECT LOC				PRODUCTS - COMP/C	OP AGG	\$ 2,000,000	ı
OTHER:						\$	
C AUTOMOBILE LIABILITY 5717908	9/	1/2020	9/1/2021	COMBINED SINGLE L (Ea accident)	IMIT	\$ 1,000,000	Í
X ANY AUTO				BODILY INJURY (Per	person)	\$	
X OWNED X SCHEDULED AUTOS ONLY				BODILY INJURY (Per		\$	
X HIRED X NON-OWNED AUTOS ONLY				PROPERTY DAMAGE (Per accident)		\$	
						\$	
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DED X RETENTION\$ 10,000				PRODUCTS COMP. O		\$ 10,000,00	10
B WORKERS COMPENSATION 014195849 AND EMPLOYERS' LIABILITY	9/	1/2020	9/1/2021	X PER STATUTE	OTH- ER		
ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT		\$ 1,000,000	i
(Mandatory in NH)				E.L. DISEASE - EA EMPLOYEE \$ 1,000,		\$ 1,000,000	
If yes, describe under DESCRIPTION OF OPERATIONS below				E.L. DISEASE - POLIC	Y LIMIT	s 1,000,000	
D LEASED / RENTED CONTRACTORS EQUIPMENT MXI93086066	9/	1/2020	9/1/2021	LIMIT - PER OCCURRI LIMIT - PER ITEM DEDUCTIBLE	ENC	\$250,000 \$250,000 \$2,500	
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) General Liability, Workers' Compensation applies for off-site operations. Re: Site Code: PH07.99.19, Downey Unified School District Griffiths Middle School Modernization Project, 9633 Tweedy Lane, Downey, CA 90242. Downey Unified School District, independent contractors, employees are included as Additional Insureds on primary and non-contributory basis, per project aggregate applies, waiver of subrogation applies.							
CERTIFICATE HOLDER CANCELLATION							
Downey Unified School District Purchasing Department 11627 Brookshire Avenue	SHOULD THE EXI ACCORD	ANY OF TO PIRATION ANCE WIT	DATE THE	ESCRIBED POLICIE REOF, NOTICE Y PROVISIONS.			
Downey CA 90241	The state of the s	AUTHORIZED REPRESENTATIVE					

POLICY NUMBER: 5856940

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Any person or organization whom you become obligated to include as an additional insured as a result of any contract or agreement you have entered into.	Per the contract or agreement.

- A. Section II Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:
 - 1. Your acts or omissions; or
 - 2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

- The insurance afforded to such additional insured only applies to the extent permitted by law; and
- 2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

- All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- 2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

- C. With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance:
 - If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:
 - 1. Required by the contract or agreement; or

- 2. Available under the applicable limits of insurance;
 - whichever is less.

This endorsement shall not increase the applicable limits of insurance.

POLICY NUMBER: 5856940

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Location And Description Of Completed Operations
Per the contract or agreement.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

- The insurance afforded to such additional insured only applies to the extent permitted by law; and
- If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- 1. Required by the contract or agreement; or
- Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY. ENDORSEMENT

This endorsement, effective 12:01 A.M. 09/01/2020 forms a part of

Policy No. 5856940

issued to ERICKSON-HALL CONSTRUCTION INC.

By NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

AMENDMENT OF LIMITS OF INSURANCE (Per Project or Per Location Aggregate Limit)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

l.	Your policy is amended to include either a Per Project General Aggregate	Limit, a Per Location
Gene	ral Aggregate Limit or a Per Project and Per Location General Aggregate Li	mit. Please select only
	f the following:	Post a vocabanasus

[X] Per Project General Aggregate Limit	\$2,000,000
[] Per Location General Aggregate Limit	\$
[] Per Project and Per Location General Aggregate Limit	\$

IF NEITHER OF THESE BOXES ARE CHECKED, THIS ENDORSEMENT IS VOID. IF MORE THAN ONE OF THE THESE BOXES ARE CHECKED, THIS ENDORSEMENT IS VOID.

- II. SECTION III LIMITS OF INSURANCE, is amended to include the following:
 - The Limits of Insurance and the rules below fix the most we will pay regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
 - 2. The General Aggregate Limit is the most we will pay for the sum of :
 - a. Medical expenses under Coverage C;
 - **b.** Damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the products-completed operations hazard"; and
 - c. Damages under Coverage B.
 - 3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage A for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".
 - 4. Subject to 2. above, the Personal and Advertising Injury Limit is the most we will pay under

Coverage **B** for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.

- 5. Subject to 2. or 3. above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:
 - a. Damages under Coverage A; and
 - b. Medical expenses under Coverage C

because of all "bodily injury" and "property damage" arising out of any one "occurrence".

- 6. Subject to 5. above, the Damage to Premises Rented To You Limit is the most we will pay under Coverage A because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner.
- 7. Subject to 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person.
- 8. Subject to 2., 4., 5., 6., and/or 7. above, the Per Project Aggregate Limit is the most we will pay under Coverages A, B, and C combined for the sum of:
 - a. Damages under Coverage A;
 - b. Damages under Coverage B; and
 - Medical Expenses under Coverage C

arising out of any single Project described above.

- Subject to 2., 4., 5., 6., and/or 7. above, the Per Location Aggregate Limit is the most we will pay under Coverages A, B, and C combined for the sum of:
 - a. Damages under Coverage A:
 - b. Damages under Coverage B; and
 - Medical expenses under Coverage C

arising out of the any single Location described above.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations.

III. The Limits of Insurance shown in the Declarations are deleted in their entirety and replaced by the Limits of Insurance set forth below.

General Aggregate Limit
Each Occurrence Limit
Products-Completed Operations Aggregate Limit
Personal & Advertising Injury Limit
Damage to Premises Rented to You
Medical Expense Limit
Per Project General Aggregate Limit, Per Location
General Aggregate Limit or Per
Project and Per Location General Aggregate Limit

Limits of Insurance \$ 15,000,000 \$ 1,000,000 \$ 2,000,000 \$ 1,000,000 \$ 500,000 \$ 25,000 \$ 2,000,000

IV. SECTION V – DEFINITIONS, is amended to include the following:

23. "Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway, or right-of-way railroad.

All other terms and conditions of this policy remain the same.

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86681 (9/04)

for a Dale

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART LIQUOR LIABILITY COVERAGE PART PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured. POLICY NUMBER: 5856940

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

SCHEDULE

Name Of Person(s) Or Organization(s):

Pursuant to applicable written contract or agreement you enter into.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us of Section IV - Conditions:

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

ENDORSEMENT

This endorsement, effective 12:01 A.M. 09/01/2020 forms a part of

Policy No. 5717908 issued to ERICKSON-HALL CONSTRUCTION INC.

By NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - WHERE REQUIRED UNDER CONTRACT OR AGREEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

SCHEDULE

ADDITIONAL INSURED:

ANY PERSON OR ORGANIZATION FOR WHOM YOU ARE CONTRACTUALLY BOUND TO PROVIDE ADDITIONAL INSURED STATUS BUT ONLY TO THE EXTENT OF SUCH PERSON OR ORGANIZATIONS LIABILITY ARISING OUT OF THE USE OF A COVERED "AUTO".

- SECTION II COVERED AUTOS LIABILITY COVERAGE, A. Coverage, 1. Who is insured, is amended to add:
 - d. Any person or organization, shown in the schedule above, to whom you become obligated to include as an additional insured under this policy, as a result of any contract or agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability arising out of use of a covered "auto". However, the insurance provided will not exceed the lesser of:
 - (1) The coverage and/or limits of this policy, or
 - (2) The coverage and/or limits required by said contract or agreement.

AUTHORIZED REPRESENTATIVE

87950 (9/14)

Page 1 of 1

ENDORSEMENT

This endorsement, effective 12:01 A.M. 09/01/2020 forms a part of

Policy No. 5717908 issued to ERICKSON-HALL CONSTRUCTION INC.

By NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

INSURANCE PRIMARY AS TO CERTAIN ADDITIONAL INSUREDS

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

Section IV - Business Auto Conditions, B., General Conditions, 5., Other Insurance, c., is amended by the addition of the following sentence:

The insurance afforded under this policy to an additional insured will apply as primary insurance for such additional insured where so required under an agreement executed prior to the date of accident. We will not ask any insurer that has issued other insurance to such additional insured to contribute to the settlement of loss arising out of such accident.

All other terms and conditions remain unchanged.

74445 (10/99)

AUTHORIZED REPRESENTATIVE

ENDORSEMENT

This endorsement, effective 12:01 A.M. 09/01/2020 forms a part of

Policy No. 5717908

issued to ERICKSON-HALL CONSTRUCTION INC.

By NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

Section IV - Business Auto Conditions, A. - Loss Conditions, 5. - Transfer of Rights of Recovery Against Others to Us, is amended to add:

However, we will waive any right of recover we have against any person or organization with whom you have entered into a contract or agreement because of payments we make under this Coverage Form arising out of an "accident" or "loss" if:

- (1) The "accident" or "loss" is due to operations undertaken in accordance with the contract existing between you and such person or organization; and
- (2) The contract or agreement was entered into prior to any "accident" or "loss".

No waiver of the right of recovery will directly or indirectly apply to your employees or employees of the person or organization, and we reserve our rights or lien to be reimbursed from any recovery funds obtained by any injured employee.

62897 (6/95)

REPRESENTATIVE

ALITHORIZED

W AIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement changes the policy to which it is attached effective on inception date of the policy unless a different date is indicated below.

(The following " attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy).

This endorsement, effective 12:01 AM 9/1/2020

forms a part of

Policy No. 014195849

Issued to ERICKSON-HALL CONSTRUCTION INC.

By NEW HAMPSHIRE INSURANCE COMPANY

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

Schedule

ANY PERSON OR ORGANIZATION TO WHOM YOU BECOME OBLIGATED TO WAIVE YOUR RIGHTS OF RECOVERY AGAINST, UNDER ANY CONTRACT OR AGREEMENT YOU ENTER INTO PRIOR TO THE OCCURRENCE OF LOSS.

This form is not applicable in California, Kentucky, New Hampshire, New Jersey, North Dakota, Ohio, Tennessee, Texas, Utah, or Washington. This form is not applicable in Missouri when there is a construction code on the policy and there is Missouri premium or exposure.

WC 00 03 13 (Ed. 04/84)

Countersigned by

Authorized Representative

State of California Department of Industrial Relations

Contractor Information

Legal Entity Name ERICKSON-HALL CONSTRUCTION CO.

Legal Entity Type

Corporation Status Active

Registration Numbe 1000000191

Registration effective date 07/01/19

500 CORPORATE DRIVE ESCONDIDO 92029 CA United States of America

Physical Address
500 CORPORATE DRIVE ESCONDIDO 92029 CA United States of America

Trade Name/DBA

ERICKSON-HALL CONSTRUCTION CO. License Number (s) CSLB:751343

Legal Entity Information

Corporation Entity Number:

C2038936

Federal Employment Identification Number: President Name:

DAVE ERICKSON

Vice President Name:

Treasurer Name:

Secretary Name: **CEO Name:**

MICHAEL F HALL

DAVE ERICKSON

Agency for Service:

Agent of Service Name

MICHAEL F HALL

Agent of Service Mailing Address:

500 CORPORATE DRIVE ESCONDIDO 92029 CA United States of America

Worker's Compensation

Do you lease employees through Professional Employer Organization (PEO)?:

Please provide your current worker's compensation insurance information belo

PFO PEO InformationName

PEO Phone

Insured by Carrier

Policy Holder Name: Insurance Carrier:

Policy Number: Inception date: **Expiration Date:** ERICKSON-HALL CONSTRUCTION CO.

HARTFORD UNDERWRITERS INSURANCE COMPANY

Registration History

Expiration Date

06/30/19

06/30/18

06/30/17

06/30/16

06/30/15

06/30/22

Effective Date

06/11/18

05/01/17

05/10/16

06/11/15

07/01/19

72WEAOT6792 08/15/18 08/15/19

About DIR

Who we are (https://www.dir.ca.gov/aboutdir.html)

DIR Divisions, Boards & Commissions (https://www.dir.ca.gov/divisions_and_programs.html)

Contact DIR (https://www.dir.ca.gov/Contactus.html)

Work with Us

Jobs at DIR (https://www.dir.ca.gov/dirjobs/dirjobs.htm)

Licensing, registrations, certifications & permits (https://www.dir.ca.gov/permits-licenses-certifications.html)

Required Notifications (https://www.dir.ca.gov/dosh/Required-Notifications.html)

Public Records Requests (https://www.dir.ca.gov/pra_request.html)

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Contractor's License Detail for License # 751343

DISCLAIMER: A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations.

- CSLB complaint disclosure is restricted by law (B&P 7124.6) if this entity is subject to public complaint disclosure click on link that will
 appear below for more information. Click here for a definition of disclosable actions.
- Only construction related civil judgments reported to CSLB are disclosed (B&P 7071.17).
- Arbitrations are not listed unless the contractor falls to comply with the terms.
- Due to workload, there may be relevant information that has not yet been entered into the board's license database.

Data current as of 5/3/2021 10:51:33 AM

Business Information

ERICKSON-HALL CONSTRUCTION CO 500 CORPORATE DRIVE ESCONDIDO, CA 92029-1517 Business Phone Number: (760) 796-7700

> Entity Corporation Issue Date 07/03/1998 Expire Date 07/31/2022

> > License Status

This license is current and active.

All information below should be reviewed.

Classifications

- ▶ A GENERAL ENGINEERING CONTRACTOR
- ▶ B GENERAL BUILDING CONTRACTOR

Certifications

► HAZ - HAZARDOUS SUBSTANCES REMOVAL

Bonding Information

Contractor's Bond

This license filed a Contractor's Bond with TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA. Bond Number: 104279136 Bond Amount: \$15,000

Effective Date: 01/01/2016 Contractor's Bond History

Bond of Qualifying Individual

The qualifying individual DAVID MARK ERICKSON certified that he/she owns 10 percent or more of the voting stock/membership interest of this company; therefore, the Bond of Qualifying Individual is not required. Effective Date: 07/03/1998

Workers' Compensation

This license has workers compensation insurance with the NEW HAMPSHIRE INSURANCE COMPANY Policy Number:014195849

Expire Date: 09/01/2021 Workers' Compensation History

Other

Personnel listed on this license (current or disassociated) are listed on other licenses.

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