

Monrovia Unified School District
325 E. Huntington Drive
Monrovia, CA 91016
Phone (626) 471-2082

Public Works Contract

THIS PUBLIC WORKS CONTRACT (the "Contract") is entered into by convenience this 7th day of February, 2020, by and between Monrovia Unified School District (hereinafter called the "District") and Biltright Construction (hereinafter called the "Contractor"), and collectively referred to as the "Parties".

RECITALS

WHEREAS, District awarded Contractor a competitively solicited contract in 2020 to install an underground drain and new artificial turf at the baseball field foul areas at Monrovia High School, located at 845 West Colorado Boulevard, Monrovia, CA 91016 (the "School") utilizing the Pro 84 Artificial Turf product; and

WHEREAS, As a result of finding the best solution to address the issues of water ponding in the foul areas of the baseball field due to inefficient drainage creating safety issues and to provide a low maintenance and water savings solution; and

WHEREAS, The District has adopted and is subject to the California Uniform Public Construction Cost Accounting Act ("CUPCCAA") at Public Contract Code Section 22000 et seq., the Project is subject to the Informal Bidding Procedures for public works projects of \$200,000 or less; and

WHEREAS, the Parties desire to enter into this Contract for the Project.

NOW THEREFORE, in consideration of the above-referenced recitals and the covenants hereinafter set forth, the Parties agree as follows:

1. The Contractor shall construct the Project in consideration for payment in the total amount of Sixty Eight Thousand Five Hundred Twenty Dollars and Twenty Eight Cents (\$68,520.28), as more particularly described in Contractor's Proposal set forth in the Specifications/Scope of Work Statement.
2. The term of this Contract shall begin February 12, 2020 and end March 7, 2019, unless sooner terminated as provided in the Terms and Conditions. When Contractor considers the Project complete, Contractor shall prepare and submit to District a comprehensive list of minor items to be completed or corrected ("Punch List"). Contractor shall proceed promptly to complete and correct the items on the Punch List. Failure to include an item on such list does not alter the responsibility of Contractor to complete all work in

accordance with the Contract Documents. Upon receipt of Contractor's Punch List, the District and Project Inspector will perform an inspection to determine whether the work, or designated portion thereof, is complete. If the inspection discloses any item, whether or not included in Contractor's list, is not completed in accordance with the requirements of the Contract Documents, Contractor shall complete or correct such items promptly. If Contractor fails to complete the minor corrective items prior to the expiration of 10 calendar days or less from the date of such inspection, District shall withhold from the final payment an amount equal to one and one-half times the estimated cost, as determined by District, of each item until such time as the item is completed.

3. The Contractor, including any subcontractor engaged by the Contractor, shall be registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5.
4. Payments shall be processed upon satisfactory completion of work, acceptance of work by the District, and receipt of invoices, and pursuant to the provisions of Paragraph 21 of the Term and Conditions.
5. Inspection shall be performed by District Representative (the "Inspector").
6. The Contractor shall guarantee all labor and materials used in the performance of this Contract for a period of sixteen (16) years for materials and one (1) year labor, pursuant to the provisions of the form entitled "Guarantee" enclosed herewith.
7. The Contractor shall arrange work start time with the MOT Director, the District's Representative, at least twenty-four (24) hours prior to work start.
8. By entering into this Contract, the Contractor certifies that neither it nor a firm, corporation, partnership, or association in which the Contractor has any interest is debarred pursuant to Labor Code section 1777.1. By entering into this Contract, the Contractor also certifies, if applicable, that, in accordance with Executive Orders 12549 and 12689 (Debarment and Suspension), neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Contract by a federal department or agency.

IN WITNESS THEREOF, the Parties hereunto have subscribed to this Contract, including all applicable Contract documents, as indicated below, which are incorporated herein ("Contract Documents"):

- _____ Terms and Conditions
- _____ Specifications/Scope of Work Statement
- _____ Certification of Contractor and Subcontractor DIR Registration (must be submitted on the form enclosed herewith)
- _____ Labor & Materials Release (must be submitted prior to payment)
- _____ Workers' Compensation Certification (must be submitted on the form enclosed herewith prior to commencing work)
- _____ Liability Insurance Certificates for One Million Dollars (\$1,000,000)

personal injury and One Million Dollars (\$1,000,000) property damage, pursuant to the provisions of Paragraph 20 of the Terms and Conditions (must name the District as an Additional Insured with the endorsement on form CG 2010(11/85) or form CG 2010(10/93), and must be submitted prior to commencing work)

_____ Labor and material payment and performance bonds (must be submitted if Contract is in excess of Twenty-Five Thousand Dollars (\$25,000), and must be submitted prior to commencing work; see forms enclosed herewith)

_____ Conduct Rules for Contractors (see form enclosed herewith)

_____ Criminal Records Check Certification (must be submitted on the form enclosed herewith prior to commencing work, and pursuant to the provisions of Paragraph 33 of the Terms and Conditions)

_____ Drug-Free Workplace Certification (must be submitted on the form enclosed herewith prior to commencing work)

_____ Asbestos and Other Hazardous Materials Certification (must be submitted on the form enclosed herewith prior to commencing work)

_____ Lead-Based Paint Certification (must be submitted on the form enclosed herewith prior to commencing work)

_____ Guarantee (see form enclosed herewith)

Name (Print): _____
 Title: _____
 Signature: _____

BILTRIGHT

License: _____

Name (Print): _____
 Title: _____
 Signature: _____

**MONROVIA UNIFIED
 SCHOOL DISTRICT**

Monrovia Unified School District Terms and Conditions

1. EQUIPMENT AND LABOR: The Contractor shall furnish all tools, equipment, apparatus, facilities, transportation, labor, and material necessary to provide the services pursuant to the Contract. The services are to be performed at such times and places as directed by and subject to the approval of the authorized District representative indicated in the specifications.

2. SUBCONTRACTORS: Subcontractors, if any are engaged by the Contractor for performance of the services herein, shall be subject to the approval of the District. Any such approval shall be conditioned upon the submittal of evidence that such subcontractor is currently registered with the Department of Industrial Relations ("DIR") pursuant to Labor Code section 1725.5. The Contractor shall be responsible for all acts and omissions of subcontractors and shall require subcontractors to maintain adequate workers' compensation and public liability insurance. Nothing in the Contract or the Contract Documents shall create any contractual relationship between any subcontractor and the District.

3. SAFETY AND SECURITY: It shall be the responsibility of the Contractor to ascertain from the District the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present. The Contractor shall be responsible for performing in accordance with such rules and regulations.

4. DEFAULT BY CONTRACTOR/TERMINATION: Failure to comply with any of the terms, conditions, and/or provisions of the Contract or the Contract Documents shall constitute default by the Contractor. If such default is not cured within ten (10) calendar days, or such other time period mutually agreed upon by the parties, following receipt by the Contractor of written notice of default from the District, the District may immediately terminate the Contract by giving written notice of termination to the Contractor. The District may also, in its sole discretion, terminate the Contract for its own convenience. Termination by the District, whether for cause or convenience, shall not prejudice any of the District's other rights or remedies. The District shall only be responsible for the payment of services satisfactorily performed up to the effective date of termination, whether for cause or convenience.

5. CONTRACT CHANGES: No changes or alterations to the Contract or the Contract Documents shall be made without specific prior written approval by the District and the Contractor.

6. PROJECT SITE EXAMINATION: The Contractor warrants that it has made all Project site examinations that it deems necessary, including examination of the site's condition and its accessibility for materials, workers, and utilities, and the Contractor's ability to protect existing surface and subsurface improvements. No allowance of time or money will be granted with respect to any condition on the site that could have reasonably been discovered during the Contractor's site examinations.

7. DOCUMENT CONFLICT: In case of conflict between the specifications and drawings and/or actual Project site conditions, such conflicts shall be resolved by an authorized District representative prior to furtherance of the work.

8. WORKMEN:

The Contractor shall at all times enforce strict discipline and good order among his/her employees and the employees of its subcontractors and shall not employ on this Contract any unfit person or anyone not skilled in the work assigned to him/her. Any person in the employ of the Contractor or a subcontractor whom the District may deem incompetent or unfit shall be dismissed from work and shall not again be employed on the Project except with written consent of the District.

9. LABOR CODE:

A. The Contractor shall comply with the applicable provisions of Labor Code Division 2, Part 7, Chapter 1, Articles 1-5, including, without limitation, the payment of the general prevailing wage rates for public works projects of more than One Thousand Dollars (\$1,000). No contractor or subcontractor may be qualified to bid on a public works project, listed on a bid proposal for a public works project, or awarded a public works project unless registered with the DIR, with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a). Public works projects are subject to compliance monitoring and enforcement by the DIR.

B. The Contractor shall be responsible for compliance with Labor Code Section 1777.5 for all apprenticeable occupations.

10. DEBARMENT AND SUSPENSION: By entering into this Contract, the Contractor certifies that neither it nor a firm, corporation, partnership, or association in which the Contractor has any interest is debarred pursuant to Labor Code section 1777.1. By entering into this Contract, the Contractor also certifies, if applicable, that, in accordance with Executive Orders 12549 and 12689 (Debarment and Suspension), neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Contract by a federal department or agency.

11. ANTI-DISCRIMINATION: It is the policy of the District Board of Education, in connection with all work performed under contract, that there be no discrimination against any employees engaged in the work because of race, color, ancestry, sex, sexual orientation, marital status, national origin, or religious creed. Therefore, the Contractor agrees to comply with applicable federal and California laws, including, but not limited to, the California Fair Employment and Housing Act, beginning with Government Code section 12900, and Labor Code Section 1735. In addition, the Contractor agrees to require like compliances by all subcontractors employed on the work by him/her.

12. SUBSTITUTIONS: No substitutions of materials specified shall be made without the prior written approval of the District.

13. CONTRACTOR SUPERVISION: The Contractor shall provide continuous competent supervision of personnel employed on the job, use of equipment, and quality of workmanship.

14. PROTECTION OF PEOPLE, WORK, AND PROPERTY: The Contractor shall erect and/or properly maintain at all times, as required by the condition and progress of work, all necessary safeguards, signs, barriers, lights, and watchmen for protection of the work pursuant to the Contract, other property, workers, and the public. In an emergency affecting life and/or the safety of life, of the work, or of other property, the Contractor, without special instruction or authorization from the District, shall be permitted to act at his/her discretion to prevent such threatened loss or injury.

15. ACCESS TO WORK: District representatives shall, at all times, have access to the work performed pursuant to the Contract, wherever it is in preparation or progress. The Contractor shall provide safe and proper facilities for such access.

16. ASSIGNMENTS OF CONTRACT: The Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties, or obligations under the Contract without the prior written consent of the District.

17. OCCUPANCY: The District reserves the right to occupy buildings at any time before Contract completion, and such occupancy shall not constitute final acceptance or approval of any part of the work under the Contract. Nor shall such occupancy extend the date specified for completion of the work.

18. FORCE MAJEURE: The parties to the Contract shall be excused from performance thereunder during the time and to the extent that they are prevented from performing by act of God, fire, strike, loss, shortage of transportation facilities, lockout, and/or commandeering of materials, products, plants, or facilities by the government, when satisfactory evidence thereof is presented to the other party, provided that it is satisfactorily established that the nonperformance is not due to the fault or neglect of the party not performing.

19. HOLD HARMLESS:

A. The Contractor agrees to and does hereby indemnify and hold harmless the District, its officers, agents, and employees from every claim or demand made, and every liability, loss, damage, or expense, of any nature whatsoever, including, but not limited to, attorneys' fees and costs, which may be incurred by reason of:

i. Liability for damage for (a) death or bodily injury to persons, (b) injury to, loss of, or theft of property, or (c) any other loss, damage, or expense arising under either (a) or (b) above, sustained by the Contractor or any person, firm, or corporation employed by the Contractor upon or in connection with the work called for in the Contract, except for liability resulting from the sole negligence or willful misconduct of the District, or its officers, employees, agents, or other independent contractors; and/or

ii. Any injury to or death of persons or damage to property caused by any act, neglect, default, or omission of the Contractor, or any person, firm, or corporation employed by the Contractor, either directly or by independent contract, including, but not limited to, all damages due to loss or theft, sustained by any person, firm, or corporation, including the District, arising out of or in any way connected with the work covered by the Contract, whether said injury, death, or damage occurs on or off District property.

B. The Contractor, at his/her own expense, cost, and risk, shall defend any and all actions, suits, or other proceedings that may be brought or instituted against the District, its officers, agents, or employees, on any claim, demand, or liability referred to above, and shall pay or satisfy any judgment that may be rendered against the District, its officers, agents, or employees in any action, suit, or other proceedings as a result thereof. The District shall have the right to accept or reject any legal representation that the Contractor proposes to defend the District.

20. INSURANCE:

A. The Contractor shall maintain adequate insurance, as required below, to protect him/her from claims under workers' compensation and for damages for personal injury, including death, and damage to property, which may arise in the course of performing the Contract. The Contractor is required to file with the District certificates of insurance. Failure to furnish such certificates may be considered default by the Contractor. The Contractor's insurance shall be primary, and any insurance carried by the District shall only be secondary and supplemental. The Contractor's insurance policies shall not be amended or modified, and the coverage amounts shall not be reduced for the duration of the Contract.

B. The Contractor shall be required to maintain workers' compensation insurance in accordance with California Labor Code section 3700. The Contractor shall also maintain liability insurance in an amount not less than One Million Dollars (\$1,000,000) per occurrence for personal injury, including death, and One Million Dollars (\$1,000,000) per occurrence for property damage, naming the District as an additional insured, insuring against claims that may arise from the Contractor's acts or omissions under the Contract. Such insurance shall be with an insurance company qualified to do business in California and rated "A" or better by Best's Key Rating Guide.

C. The Contractor shall require its subcontractors, if any, to take out and maintain similar insurance in like amounts.

D. The Contractor shall not commence work nor shall it allow any subcontractor to commence work under the Contract until all required insurance, certificates, and endorsements have been obtained, delivered, and approved by the District.

21. PAYMENT: Unless otherwise specified, the Contractor shall render invoices in duplicate for materials or supplies delivered or services performed under the Contract. The District shall make payment for materials, supplies, or services furnished under this Contract within a reasonable and proper time after acceptance of the Contractor's invoices by an authorized District representative. Should the

Contractor utilize subcontractors on the Project, the District shall retain five percent (5%) of the Project cost for a period not to exceed sixty (60) days after the Project has been completed. The District may also withhold a sufficient amount or amounts of any payment or payments otherwise due to the Contractor, as in the District's judgment may be necessary to cover:

- A. Payments that may be past due and payable for just claims against the Contractor or any subcontractors for labor or materials furnished under the Contract;
- B. The cost of defective work that the Contractor has not remedied;
- C. Penalties for violation of labor laws;
- D. Damage to the District or a subcontractor; and/or
- E. Site clean-up.

22. PERMITS AND LICENSES: The Contractor and all of his/her employees, agents, and subcontractors shall secure and maintain throughout the life of the Contract such licenses and permits as are required by law in connection with the furnishing of materials, supplies, or services under the Contract.

23. INDEPENDENT CONTRACTOR: While engaged in carrying out the terms and conditions of the Contract and the Contract Documents, the Contractor is an independent contractor and not an officer, employee, or agent of the District. The Contractor shall be solely responsible for its own workers' compensation insurance, taxes, and other similar charges or obligations. The Contractor shall be liable for its own acts, omissions, and errors, including, but not limited to, its negligence or gross negligence, and shall be liable for the acts, omissions, and errors of its agents and employees.

24. CLEAN-UP: Debris shall be removed from the Project site on a daily basis. The Project site shall be free of debris at all times when work is not actually being performed and shall be maintained in a reasonably clean condition at all times.

25. HAZARDOUS WASTE AND UNKNOWN PHYSICAL CONDITIONS: The Contractor is hereby notified of Public Contract Code section 7104, which requires the Contractor, if the Project involves digging trenches or other excavations that extend deeper than four feet below the surface, to promptly notify the District in writing before conditions are disturbed of (1) any material the Contractor believes may be hazardous waste, as defined in Health and Safety Code section 25117, 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 by available information about the site; (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.

26. LIQUIDATED DAMAGES: Time is of the essence in performance of the Contract. If the work is not completed in the time allotted in the Contract, it is understood and acknowledged that the District will suffer damage that is not capable of being calculated. It is further agreed that the Contractor shall pay to the District as fixed and liquidated damages the amount of \$50.00 for each calendar day of delay until the work is completed and accepted.

27. RETENTION OF DOCUMENTS: Pursuant to and in accordance with the provisions of Government Code section 8546.7, and any amendments thereto, all books, records, and files of the District, the Contractor, or any subcontractor connected with the performance of the Contract involving the expenditure of public funds in excess of Ten Thousand Dollars (\$10,000), including, but not limited to, the administration thereof, shall be subject to the examination and audit of the California State Auditor for a period of three (3) years after final payment is made under the Contract. The Contractor shall preserve and cause to be preserved such books, records, and files for the duration of the audit period.

28. DISPUTES:

A. In the event of a dispute between the parties as to the performance of the work under the Contract, the interpretation of the Contract or the Contract Documents, or payment or nonpayment for work performed or not performed, the parties shall attempt to resolve the dispute. Pending resolution of the dispute, the Contractor agrees to continue the work diligently to completion. If the dispute is not resolved, the Contractor agrees it will neither rescind the Contract nor stop the progress of the work, but the Contractor's sole remedy shall be to submit such controversy to determination by a court of the State of California, in Los Angeles County, having competent jurisdiction over the dispute, after the Project has been completed, and not before.

B. Any public works claim, as defined by the Public Contract Code sections cited below, brought by the Contractor and arising from or relating to the Contract must include a statement identifying whether the Contractor chooses to proceed pursuant to the claim resolution process set forth in Public Contract Code section 9204, which applies to any claim between the Contractor and the District, without regard to the claim's dollar amount, or the claim resolution process set forth in Public Contract Code sections 20104 et seq., which applies to claims between the Contractor and the District valued at Three Hundred Seventy-Five Thousand Dollars (\$375,000) or less. The Contractor must follow the requirements of its selected claim resolution process throughout its entire claim.

29. GOVERNING LAW AND VENUE: The Contract shall be governed by and construed in accordance with the laws of the State of California, with venue of any action in the County of Los Angeles.

30. NO WAIVER: The failure of the District in any one or more instances to insist upon strict performance of any of the provisions of the Contract or the Contract Documents or to exercise any option therein conferred shall not be construed as a waiver or relinquishment to any extent of the right to assert or rely upon any such provision or option on any future occasion.

31. SEVERABILITY: Should any part, term, portion, or provision of the Contract or the Contract Documents be held to be illegal, invalid, or in conflict with any applicable laws, or otherwise be rendered unenforceable or ineffectual, the

remaining parts, terms, portions, or provisions shall be deemed severable and the same shall remain enforceable and valid to the fullest extent permitted by law.

32. ENTIRE CONTRACT: The Contract and the Contract Documents set forth the entire understanding between the parties thereto and fully supersede any and all prior agreements and understandings, written or oral, between the parties pertaining to the subject of the Contract.

33. CRIMINAL RECORDS CHECK: If the box to the left is checked, the Contractor shall comply with the requirements of Education Code section 45125.1, regarding fingerprinting of employees who may have contact with the District's pupils. If, at any time during the term of the Contract, the Contractor is either notified by the Department of Justice or otherwise becomes aware that any employee of the Contractor performing services under the Contract has been arrested or convicted of a violent or serious felony listed in Penal Code section 667.5(c) or Penal code section 1192.7(c), respectively, the Contractor agrees to immediately notify the District and remove said employee from performing services pursuant to the Contract.

34. NOTICE: Any notice given or required to be given pursuant to the Contract shall be delivered in writing, as follows.

If to District: _____	If to Contractor: _____
Monrovia Unified School District 325 E. Huntington Drive Monrovia, CA 91016	BiltRight Construction ATTN: Nelson Santos Telephone: (626) 471-2082 Fax: _____ E-mail: nsantos@monrovia.k12.ca.us
ATTN: _____	ATTN: _____
Telephone: _____	Telephone: _____
Fax: _____	Fax: _____
E-mail: _____	E-mail: _____

Notices personally delivered or sent by email or fax shall be effective upon receipt. Notices sent by overnight delivery shall be effective the day delivery is confirmed by the overnight courier. Notices delivered by USPS shall be effective three (3) days after deposit in the mail, postage prepaid.

SPECIFICATIONS/SCOPE OF WORK STATEMENT

[Attach Contractor's Project Proposal]

WORKERS' COMPENSATION CERTIFICATION

Labor Code section 3700 states as follows:

“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 either as an individual employer, or as one employer in a group of employers, 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 or her employees.

(c) For any county, city, city and county, municipal corporation, public district, public agency, or any political subdivision of the state, including each member of a pooling arrangement under a joint exercise of powers agreement (but not the state itself), by securing from the Director of Industrial Relations a certificate of consent to self-insure against workers' compensation claims, which certificate may be given upon furnishing proof satisfactory to the director of ability to administer workers' compensation claims properly, and to pay workers' compensation claims that may become due to its employees. On or before March 31, 1979, a political subdivision of the state which, on December 31, 1978, was uninsured for its liability to pay compensation, shall file a properly completed and executed application for a certificate of consent to self-insure against workers' compensation claims. The certificate shall be issued and be subject to the provisions of section 3702.

For purposes of this section, “state” shall include the superior courts of California.”

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 pursuant to the Contract. If the Contractor is a corporation, this Certification shall be executed by either the chairman of the board, president, or vice president, and, if a different individual, also by the secretary, chief financial officer, or assistant treasurer.

[Signatures follow on next page]

Bilright Construction

Proper Name of Contractor

By: _____

Signature

Title

By: _____

Signature

Title

(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 District prior to performing any work under the Contract.)

**CERTIFICATION OF CONTRACTOR AND
SUBCONTRACTOR DIVISION OF INDUSTRIAL RELATIONS REGISTRATION**

Pursuant to Labor Code Section 1725.5, a contractor or subcontractor must be registered with the Department of Industrial Relations in order to bid on, to be listed in a bid proposal or engage in the performance of any defined public works contract.

I _____ certify that
(Name) (Title)

_____ is currently registered as a contractor with the Department of Industrial Relations (DIR).

Contractor's DIR Registration Number: _____

Expiration Date: _____

Contractor further acknowledges and agrees:

1. Contractor shall maintain continuous DIR registered status for the duration of the project without a gap in registration.
2. Contractor shall note in its invitation to bid the DIR's registration requirement for all subcontractors and their subcontractors.
3. Contractor shall ensure that all subcontractors are registered at time of bid opening and maintain registered status for the duration of the project.
4. Contractor is to furnish DIR Registration Number for all subcontractors on the project within 24 hours of the opening of bids/proposals.
5. Contractor shall substitute any subcontractor with a DIR registered subcontractor if listed subcontractor is unable to perform the work.

Failure to comply with any of the above may result in a determination of non-responsiveness and/or default.

I declare under penalty of perjury under California that the foregoing is true and correct.

Signature of Contractor

Date

PERFORMANCE BOND

(For Public Works Contracts over \$25,000)

KNOW ALL PERSONS BY THESE PRESENTS that

WHEREAS, the Monrovia Unified School District of Los Angeles County, California, hereinafter designated as the "District", has awarded to Biltright Construction, hereinafter designated as the "Principal", a contract for the work described as follows: Monrovia High School installation of an underground drain and new artificial turf at the baseball field foul areas, hereinafter designated as the "Contract;" and

WHEREAS, said Principal is required under the terms of said Contract to furnish a bond for the faithful performance of said Contract.

NOW, THEREFORE, we the Principal and the undersigned surety, an admitted surety insurer pursuant to Code of Civil Procedure section 995.120, hereinafter designated as the "Surety," are held and firmly bound to the District in the sum of Eighty Three Thousand Eight Hundred Ninety Eight Dollars and Sixty-Two Cents (\$83,898.62) (this amount being not less than one hundred percent (100%) of the total price of the Contract awarded by the District to the Principal), lawful money of the United States, for which payment well and truly to be made we the Principal and Surety bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that, if the Principal, or his or her heirs, executors, administrators, successors, and assigns, shall keep and perform the covenants, conditions, and agreements in the Contract and the Contract Documents, as that term is defined in the Contract, and any alteration thereof on his or her part, to be kept and performed at the times and in the manner therein specified and in all respects according to their true intent and meaning, and shall faithfully fulfill guarantees of all materials and workmanship, and indemnify, defend, and save harmless the District, and its officers, agents, and employees, as therein stipulated, then this obligation shall become null and void. Otherwise, it shall be and remain in full force.

As a condition precedent to the satisfactory completion of the Contract, the above obligation shall hold good for a period of one (1) year after the acceptance of the work by the District, during which time, if the Principal shall fail to make full, complete, and satisfactory repair and replacements and totally protect the District from loss or damage made evident during the period of one (1) year from the date of acceptance of the work, and resulting from or caused by defective materials or faulty workmanship, the above obligation in the penal sum thereof shall remain in full force and effect. However, anything in this paragraph to the contrary notwithstanding, the obligation of the Surety hereunder shall continue so long as any obligation of the Principal remains.

Whenever the Principal shall be, and is declared by the District to be, in default under the Contract, the District having performed the District's obligations thereunder unless excused by the Principal's breach or default, the Surety shall promptly either remedy the default, or shall promptly:

1. Complete the Contract in accordance with its terms and conditions; or

2. Obtain another contractor for completing the Contract in accordance with its terms and conditions, and arrange for a contract between such contractor and the District, and make available as work progresses (even though there should be a default or succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract price, but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first executory paragraph hereof. The term "balance of the Contract price" as used in this paragraph shall mean the total amount payable to the Principal by the District under the Contract, and any modifications thereto, less the amount previously properly paid by the District to the Principal.

The Surety expressly agrees that the District may reject any contractor or subcontractor that may be proposed by the Surety in fulfillment of its obligations in the event of default by the Principal.

The Surety shall not utilize the Principal in completing the Contract if the District, when declaring the Principal in default, notifies the Surety of the District's objection to the Principal's further participation in the completion of the work.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the District or its successors or assigns. Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due or is made, whichever occurs later.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, modification, or addition to the terms of the Contract or the Contract Documents or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond. The Surety does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Contract or to the work or to the specifications.

The Principal and Surety agree that, if the District is required to engage the services of an attorney in connection with enforcement of this bond, the Principal and Surety shall pay the District's reasonable attorneys' fees incurred, with or without suit, in addition to the above sum.

In the event suit is brought upon this bond by the District and judgment is recovered, the Surety shall pay all costs incurred by the District in such suit, including reasonable attorneys' fees to be fixed by the court.

Surety companies executing bonds must possess a certificate of authority from the California Insurance Commissioner authorizing them to write surety insurance, as defined in California Insurance Code section 105, and, if the work or project is financed, in whole or in part, with federal, grant, or loan funds, the Surety's name must also appear on the United States Treasury Department's most current list of approved sureties (Circular 570, as amended).

Any claims under this bond may be addressed to:

(Name and Address of Surety)

representative

different

(Name and Address of agent or
for service of process in California, if
from above)

(Telephone Number of Surety and agent or
representative for service of process in
California)

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and
Surety above named, on the ___ day of _____ 20__.

Principal _____
Signature

(Corporate Seal)

By _____
Type or Print Name

Title _____

Surety _____
Signature

(Corporate Seal)

By _____
Type or Print Name

(Attach Attorney-in-Fact
Certificate)

Title _____

PAYMENT BOND

(Labor and Material Bond for Public Works Contracts over \$25,000)

KNOW ALL PERSONS BY THESE PRESENTS that

WHEREAS, the Monrovia Unified School District of Los Angeles County, California, hereinafter designated as the "District", has awarded to, Biltright Construction., hereinafter designated as the "Principal", a contract for the work described as follows: Monrovia High School install an underground drain and new artificial turf at the baseball field foul areas, hereinafter designated as the "Contract"; and

WHEREAS, said Principal is required by Division 4, Part VI, Title III, Chapter 5 (commencing at Section 9550) of the California Civil Code to furnish a bond in connection with said Contract;

NOW THEREFORE, we, the undersigned Principal and _____, as surety, an admitted surety insurer pursuant to Code of Civil Procedure section 995.120, hereinafter designated as the "Surety," are held and firmly bound unto the District in the penal sum of Eighty Three Thousand Eight Hundred Ninety Eight Dollars and Sixty-Two Cents (\$83,898.62) (this amount being not less than one hundred percent (100%) of the total price of the Contract awarded by the District to the Principal), lawful money of the United States of America, for which payment well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that, if said Principal, or his or her heirs, executors, administrators, successors and assigns, or subcontractors, shall fail to pay any of the persons named in Civil Code section 9100, or for any materials, provisions, or other supplies used in, upon, for, or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Code with respect to work or labor performed thereon of any kind, or for any amounts required to be deducted, withheld, and paid over by section 13020 of the Unemployment Insurance Code with respect to work and labor thereon of any kind, or for amounts due as withholding tax pursuant to section 18663 of the Revenue and Taxation Code, then the Surety will pay for the same in an amount not exceeding the sum specified in this bond. Otherwise, the above obligation shall be void. In case suit is brought upon this bond, the said Surety will pay reasonable attorneys' fees to be fixed by the court.

This bond shall inure to the benefit of any of the persons named in Civil Code section 9100, so as to give a right of action to such persons or their assigns in any suit brought upon this bond.

It is further stipulated and agreed that the Surety shall not be exonerated or released from the obligation of this bond by any change, extension of time for performance, addition, alteration, or modification in, to, or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement hereinabove described or pertaining or relating to the furnishing of labor, materials, or equipment therefore, nor by any change or modification of any terms of payment or extension of time for any payment pertaining or relating to any scheme or work of improvement hereinabove described, nor by any rescission or attempted rescission of the

Contract, agreement, or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under the Contract, agreement, or bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the bond, and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given, and under no circumstances shall the Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the District and Principal or on the part of any obligee named in such bond, but the sole conditions of recovery shall be that claimant is a person described in sections 8400 and 8402 of the California Civil Code and has not been paid the full amount of his or her claim, and that the Surety does hereby waive notice of any such change, extension of time, addition, alteration, or modification herein mentioned.

Surety companies executing bonds must possess a certificate of authority from the California Insurance Commissioner authorizing them to write surety insurance, as defined in California Insurance Code section 105, and, if the work or project is financed, in whole or in part, with federal, grant, or loan funds, the Surety's name must also appear on the United States Treasury Department's most current list of approved sureties (Circular 570, as amended).

Any claims under this bond may be addressed to:

(Name and Address of Surety)

(Name and Address of agent or representative for service of process in California, if different from above)

(Telephone Number of Surety and agent or representative for service of process in California)

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on the ___ day of _____ 20__.

Principal _____

Signature

(Corporate Seal)

By _____

Type or Print Name

Title _____

Surety _____

Signature

(Corporate Seal)

By _____

Type or Print Name

(Attach Attorney-in-Fact Certificate)

Title _____

CONDUCT RULES FOR CONTRACTORS

All contractors/subcontractors (collectively, “CONTRACTORS”), when performing work on Monrovia Unified School District (“DISTRICT”) property, in addition to complying with the provisions of Paragraph 8 of the Terms and Conditions, shall adhere to the following rules of conduct:

1. Professional and courteous conduct is expected and will be displayed at all times.
2. Interaction with students, staff, and/or other visitors is prohibited, with the exception of designated administrators.
3. The use of profanity and/or disparaging language will not be tolerated.
4. CONTRACTORS shall wear a means of identification when school is in session, which must be approved by DISTRICT prior to commencement of the work.
5. CONTRACTORS shall remain in the vicinity of his/her work and will not stray to other areas of the property not involved in the project, including student and staff toilet facilities.
6. Pursuant to Government Code sections 8350 et seq., DISTRICT is a drug-free workplace. This policy shall be strictly enforced.
7. Alcoholic beverages are prohibited from being consumed or brought on any DISTRICT property.
8. The use of any tobacco products on DISTRICT property is strictly prohibited.
9. Any lewd, obscene, or otherwise indecent acts, words, or behavior by CONTRACTORS shall not be tolerated.
10. CONTRACTORS shall conform to a dress code, whereby:
 - a. No clothing that contains violent, suggestive, derogatory, obscene, or racially biased material may be worn.
 - b. Garments, accessories, or personal grooming artifacts with slogans, graphics, or pictures promoting drugs, alcohol, tobacco, or any other controlled substances that are prohibited to minors will not be allowed.
11. No firearms are allowed on DISTRICT property.

Non-compliance with any of the above-stated rules of conduct by CONTRACTORS may be sufficient grounds for immediate removal from the job site and termination of any contract.

I acknowledge that I am aware of the above-stated rules of conduct and hereby certify that all of my employees, consultants, suppliers, and/or any subcontractors will adhere to these provisions.

Date

(Proper Name of Contractor)

By: _____

(Signature of Authorized Signor)

(Title of Authorized Signor)

**CRIMINAL RECORDS CHECK CERTIFICATION
(Contractor Fingerprinting Requirements)**

CONTRACTOR CERTIFICATION

With respect to the agreement dated February 7, 2020 by and between the Monrovia Unified School District (“DISTRICT”) and Biltright Construction (“CONTRACTOR”) for the provision of public works construction services, CONTRACTOR hereby certifies to DISTRICT’s governing board that it has completed the criminal background check requirements of Education Code section 45125.1 and that none of its employees that may come in contact with DISTRICT pupils have been convicted of a violent felony listed in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).

Contractor’s Representative

Date

CONTRACTOR EXEMPTION

Pursuant to Education Code section 45125.1, the Monrovia Unified School District (“DISTRICT”) has determined that Biltright Construction (“CONTRACTOR”) is exempt from the criminal background check certification requirements for the agreement dated February 7, 2020, by and between DISTRICT and CONTRACTOR (“Agreement”) because:

- CONTRACTOR’s employees will have limited contact with DISTRICT pupils during the course of the Agreement; or
- Emergency or exceptional circumstances exist.

District Official

Date

SUBCONTRACTOR’S CERTIFICATION

The Monrovia Unified School District (“DISTRICT”) entered into an agreement for public works repair and maintenance services with Bilright Construction (“CONTRACTOR”) on or about May 23, 2019. This certification is submitted by _____, a subcontractor or consultant to CONTRACTOR for purposes of that Agreement (“Subcontractor”). Subcontractor hereby certifies to DISTRICT’s governing board that it has completed the criminal background check requirements of Education Code section 45125.1 and that none of its employees that may come in contact with DISTRICT pupils have been convicted of a violent felony listed in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).

Subcontractor’s Representative

Date

SUBCONTRACTOR’S EXEMPTION

The Monrovia Unified School District (“DISTRICT”) entered into an agreement for public works repair and maintenance services with Bilright Construction (“CONTRACTOR”) on or about May 23, 2019 (“Agreement”). Pursuant to Education Code section 45125.1, DISTRICT has determined that _____, a subcontractor or consultant to CONTRACTOR for purposes of that Agreement (“Subcontractor”), is exempt from the criminal background check certification requirements for the Agreement because:

- Subcontractor’s employees will have limited contact with DISTRICT pupils during the course of the Agreement; or
- Emergency or exceptional circumstances exist.

District Official

Date

DRUG-FREE WORKPLACE
CERTIFICATION

This Drug-Free Workplace Certification form is required pursuant to the requirements mandated by Government Code sections 8350 et seq., the Drug-Free Workplace Act of 1990 (“Act”). The Act 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.

Pursuant to Government Code section 8355, every person or organization awarded a contract or grant from a state agency 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 that 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:
 - 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 employee-assistance 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 by subdivision a) and that, as a condition of employment on the contract or grant, the employee agree 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 (a) publish a statement notifying employees concerning the prohibition of controlled substance in the workplace, (b) establish a drug-free awareness program, and (c) require that each employee be given a copy of the statement required by Section 8355(a)(1) and requiring that the employee agree to abide by the terms of that statement.

I also understand that if 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 Act, I may be subject to debarment in accordance with the requirements of Sections 8350 et seq.

I acknowledge that I am aware of the provisions of Government Code section 8350 et seq. and hereby certify that I will adhere to the requirements of the Act.

CONTRACTOR

Date: _____

By: _____

Its: _____

Date: _____

By: _____

Its: _____

ASBESTOS AND OTHER HAZARDOUS MATERIALS CERTIFICATION

This Asbestos and Other Hazardous Materials Certification form is part of the contract made by and between the Monrovia Unified School District (“DISTRICT”) and Biltright Construction (“CONTRACTOR”) for the Monrovia High School installation of an underground drain and new artificial turf at the baseball field foul areas (“Project”).

To the best of my knowledge, information, and belief, in completing CONTRACTOR’s work for the Project, no material furnished, installed, or incorporated into the Project will contain, or in itself be composed of, any asbestos, polychlorinated biphenyl (PCB), 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.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on this ____ day of _____ 20__ at _____.

Name of Contractor (Print or Type)

By: _____
Signature

By: _____
Signature

Name (Print or Type)

Name (Print or Type)

Title (Print or Type)

Title (Print or Type)

LEAD-BASED PAINT CERTIFICATION

This Lead-Based Paint Certification form is part of the contract (hereinafter referred to as “Contract”) made by and between the Monrovia Unified School District (hereinafter referred to as “DISTRICT”) and Biltright Construction (hereinafter referred to as “CONTRACTOR”) for the Monrovia High School installation of an underground drain and new artificial turf at the baseball field foul areas project (hereinafter referred to as “Project”).

In recent years, lead-based paint and other materials have come to the forefront of the regulatory process. Regulatory agencies such as the California Occupational Safety and Health Administration, state and federal Environmental Protection Agency, California Department of Health Services (“DHS”), California Department of Education (“CDE”), and United States Consumer Product Safety Commission have all regulated, in some manner, lead-containing paint and lead products.

Although the regulatory process is not yet complete, there are several regulations currently in place that affect school districts. 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. The California Education Code also prohibits the use 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.

Because CONTRACTOR and its employees will be providing services for DISTRICT, and because 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 DISTRICT. Lead was once used extensively in paint because it rendered the paint more durable. All school buildings built prior to 1993 are presumed to contain some lead-based paint until sampling proves otherwise.

FURTHERMORE, SINCE IT IS ASSUMED BY 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).

If failure to comply with these laws, rules, and regulations results in a site or worker contamination, CONTRACTOR will be held solely responsible for all costs involved in any required corrective actions, and shall defend, indemnify, and hold DISTRICT harmless, 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 such work. DISTRICT may request to examine, prior to commencement of the work, the lead training records of each employee of CONTRACTOR.

It shall be the responsibility of 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 shall be the responsibility of CONTRACTOR to provide the proper disposal of any hazardous waste by a certified hazardous waste hauler. This hauler shall be registered with the Department of Transportation and shall be able to issue a current manifest number upon transporting any hazardous material from any school site within DISTRICT.

CONTRACTOR shall provide DISTRICT with any sample results prior to beginning the work, during the work, and after the completion of the work.

Any and all work that may result in the disturbance of lead-containing building materials must be coordinated through DISTRICT. A signed copy of this form must be on file prior to beginning work on the Project, along with all current insurance certificates.

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

Contractor's Name

Street Address

Telephone Number

License Number

Typed or Printed Name and Title of Signatory

Signature

Typed or Printed Name and Title of Signatory

Signature

RME of Company (If Applicable)

GUARANTEE

Guarantee for _____. We hereby guarantee that the _____, which we have installed at _____, has been installed in accordance with the Contract Documents, as that term is defined in the contract entered into with the Monrovia Unified School District (“DISTRICT”) on or about _____, 20____, and that the work as installed will fulfill the requirements included in the specifications that are a part of the Contract Documents. The undersigned agrees to repair or replace any or all such work, together with any other adjacent work that may be displaced in connection with such repair or replacement, that may prove to be defective in workmanship or material within a period of _____ (____) _____ from the earlier of (1) the date on which the DISTRICT occupies or has beneficial use of the project, and (2) the date on which DISTRICT accepts the project as complete, ordinary wear and tear and unusual abuse or neglect excepted.

In the event of the undersigned’s failure to comply with the above-mentioned condition within a reasonable period of time, as determined by DISTRICT, but not later than _____ (____) days after being notified in writing by DISTRICT, the undersigned authorizes DISTRICT to proceed to have said defects repaired or replaced and made good at the expense of the undersigned, which will pay the costs and charges therefor upon demand.

Countersigned

(Proper Name)

(Proper Name)

By: _____
(Signature of Subcontractor or
General Contractor)

By: _____
(Signature of General Contractor
if for Subcontractor)

Its: _____

Its: _____

By: _____
(Signature of Subcontractor or
General Contractor)

By: _____
(Signature of General Contractor
if for Subcontractor)

Its: _____

Its: _____

Representatives to be contacted for service:

Name: _____

Address: _____

Phone No.: _____

Artificial Grass Liquidators, Inc
 PO Box 1627
 Temecula, CA 92593-1627
 (951)3846545
 accounting@artificialgrassliquidators.com
 https://www.artificialgrassliquidators.com

Estimate

ADDRESS

Fernando L Martinez
 Monrovia Unified School
 District
 Monrovia CA
 Monrovia, CA United States

SHIP TO

Fernando L Martinez
 Monrovia Unified School
 District
 Monrovia, CA United States

ESTIMATE # 4671
DATE 01/09/2020

SHIP VIA
 DELIVERY

SALES REP
 Carla Carlin

ACTIVITY	QTY	RATE	AMOUNT
Imported Turf:Pre-Sold PRO 84 Pre-Sold PRO 84	7,900	1.79	14,141.00T
Services:Delivery \$79 delivery fee for orders under 500 sqft.	1	0.00	0.00

AGL, Inc offers curbside delivery. Please be advised, we as a company do not deliver past the curb or drive way if accessible. It will be the customer's responsibility to get their product past this point of delivery. This applies to all products including turf and supplies.

Monrovia High School BB Field Foul Zone Area

Hello Fernando,
 Please find the estimate for the softball field foul area project we spoke about. I have several other turf options for this particular project, but I feel the Army 70 is the best choice for the area you are looking to cover. Please call after reviewing to discuss. I can also provide you with installation and or all of the necessary accessories; nails, infill, seam tape and glue if this is something you'd like us to provide. I look forward to hearing from you.
 Regards,
 Carla Carlin
 Artificial Grass Liquidators
 951-959-3531
 carla.c@artificialgrassliquidators.com

SUBTOTAL	14,141.00
TAX (8.75%)	1,237.34
TOTAL	\$15,378.34

Accepted By

Accepted Date