

**MENLO PARK CITY SCHOOL DISTRICT**  
**CONTRACT FOR REPAIRS, MAINTENANCE OR SMALL CONSTRUCTION PROJECTS**

For

\_\_\_\_ REPAIRS, MAINTENANCE OR CONSTRUCTION SERVICES AWARDED PURSUANT TO THE "INFORMAL BIDDING" PROCEDURES OF THE PUBLIC CONTRACT CODE § 22000, ET SEQ. (THE UNIFORM PUBLIC CONSTRUCTION COST ACCOUNTING ACT ("CUPCAA"))

or

  X   REPAIRS, MAINTENANCE OR CONSTRUCTION SERVICES UNDER \$45,000 AWARDED PURSUANT TO CUPCAA

THIS CONTRACT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2017 ("Contract"), by and between GoGreen Roofing ("Contractor") and Menlo Park City School District ("District"). Contractor and District may be referred to herein individually as a "Party" or collectively as the "Parties."

1. **Contract Price & Services.** After the District has issued a Notice to Proceed, the Contractor shall furnish to the District for a total price of Eight thousand seven hundred twenty four Dollars (\$ 8,724) ("Contract Price"), the following repairs, maintenance or construction services ("Services" or "Work"):

Install a 20 year type Carlisle Sue-Weld or equivalent, mechanically-fastened, 60 mil, Thermoplastic Polyolefin (TPO), white, single-ply roofing system per Carlisle's installation specifications and by the following. See Exhibit A.

2. **Payment.** Payment for the Work shall be made in accordance with the Terms and Conditions attached hereto.
3. **Site.** Contractor shall perform the Work at ("Premises" or "Site"). The Project is the scope of Work performed at the Site.
4. **Insurance.**
- a. **Insurance:** Contractor shall have and maintain in force during the term of this Contract, with the minimum indicated limits, the following insurance:

<b>Commercial General Liability</b> , with Products and Completed Operations Coverage	\$1,000,000 per occurrence; \$2,000,000 aggregate
<b>Automobile Liability, Any Auto</b> , Combined Single Limit	\$1,000,000 per occurrence; \$2,000,000 aggregate
<b>Workers Compensation</b>	Statutory limits pursuant to State law
<b>Employers' Liability</b>	\$1,000,000

Contractor shall provide to the District certificate(s) of insurance and endorsements satisfactory to the District. The policy(ies) shall not be amended or modified and the coverage amounts shall not be reduced without thirty (30) days written notice to the District prior to cancellation. Except for worker's compensation insurance, the District, the Architect, and the Project Manager shall be named as an additional insured on all policies. Contractor's policy(ies) shall be primary; any insurance carried by the District shall only be secondary and supplemental. Contractor shall not allow any subcontractor, employee, or agent to commence Work on this Contract or any subcontract until the insurance required of Contractor, subcontractor, or agent has been obtained.

5. **Terms & Conditions.** The Contractor agrees to comply with the Terms and Conditions.

6. **Contract Documents.** The Contract Documents include only the following documents, as indicated:

- |  |  |
|--|--|
| <input type="checkbox"/> Bid Form and Proposal   | <input type="checkbox"/> Lead-Product(s) Certification                     |
| <input type="checkbox"/> Bid Bond  | <input type="checkbox"/> Roofing Contract Financial Interest Certification |
| <input type="checkbox"/> Notice to Proceed   | <input type="checkbox"/> Insurance Certificates and Endorsements           |
| <input checked="" type="checkbox"/> Terms and Conditions to Contract                   | <input type="checkbox"/> Performance Bond                                  |
| <input type="checkbox"/> Noncollusion Affidavit  | <input type="checkbox"/> Payment Bond                                      |
| <input checked="" type="checkbox"/> Prevailing Wage Certification                      | <input checked="" type="checkbox"/> Exhibit "A" ("Scope of Work")          |
| <input checked="" type="checkbox"/> Workers' Compensation Certification                | <input type="checkbox"/> Plans   |
| <input checked="" type="checkbox"/> Criminal Background Investigation Certification    | <input type="checkbox"/> Work Specifications                               |
| <input checked="" type="checkbox"/> Asbestos & Other Hazardous Materials Certification | <input type="checkbox"/> _____ [Other]                                     |

ACCEPTED AND AGREED on the date indicated below. By signing this Contract, Contractor certifies, under penalty of perjury, that all the information provided in the Contract Documents is true, complete, and correct:

Dated: \_\_\_\_\_, 2017

Dated: \_\_\_\_\_, 2017

**Menlo Park City School District**

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: Ahmad Sheikholeslami

Print Name: \_\_\_\_\_

Print Title: Chief Business and Operations Officer

Print Title: \_\_\_\_\_

**Information regarding Contractor:**

Type of Business Entity:

- ☐ Individual  
☐ Sole Proprietorship  
☐ Partnership  
☐ Limited Partnership  
☐ Corporation  
☐ Limited Liability Company  
☐ Other: \_\_\_\_\_

Employer Identification and/or Social Security Number

**NOTE: United States Code, title 26, sections 6041 and 6109 require non-corporate recipients of \$600 or more to furnish their taxpayer identification number to the payer. The United States Code also provides that a penalty may be imposed for failure to furnish the taxpayer identification number. In order to comply with these rules, the District requires your federal tax identification number or Social Security number, whichever is applicable.**

## TERMS AND CONDITIONS TO CONTRACT

1. **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.
2. **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.
3. **EQUIPMENT AND LABOR:** The Contractor shall furnish all tools, equipment, apparatus, facilities, transportation, labor, and material necessary to furnish the Services, 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.
4. **SUBCONTRACTORS:** Contractor shall comply with the Subletting and Subcontracting Fair Practices Act (Public Contract Code, section 4100 et. seq.) Contractor shall identify by name and location of the place of business of each subcontractor who will perform work or labor or render service in or about the construction of the Project in an amount in excess of one-half of 1 percent of the Contractor's contract price or ten thousand dollars (\$10,000) whichever is greater. 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 indemnification, insurance, bond, and warranty requirements. If Contractor subcontracts 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.
5. **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, the District shall have the right to terminate this Contract effective immediately upon the District giving written notice thereof to the Contractor. District shall also have the right in its sole discretion to terminate the Contract for its own 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.
6. **SAFETY AND SECURITY:** Contractor is responsible for maintaining safety in the performance of this Contract. Contractor shall be responsible for complying with the District's the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.
7. **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 by District 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 any 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 any change order, its request for a time extension (if any), as well as all information necessary to substantiate Contractor's 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.
8. **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's approval and 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.
9. **EXCAVATIONS OVER FOUR FEET:** If this Contract includes excavations over four (4) feet, 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 regarding 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. 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.

10. **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. Contractor must execute the Lead-Based Paint Certification, if applicable.
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.
12. **DRUG-FREE / SMOKE FREE POLICY:** No drugs, alcohol and/or smoking are allowed at any time in any buildings and/or grounds on District property. No students, staff, visitors, consultants or contractors are to use drugs on these sites
13. **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 which are caused by the Contractor's failure to comply with the standard of care required herein.
14. **SUBSTITUTIONS:** No substitutions of material from those specified in the Work Specifications shall be made without the prior written approval of the District.
15. **CONTRACTOR SUPERVISION:** Contractor shall provide competent supervision of personnel employed on the job Site, use of equipment, and quality of workmanship,
16. **CLEAN UP:** Debris shall be removed from the Premises. 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.
17. **ACCESS TO WORK:** District representatives shall at all time have access to the Work wherever it is in preparation or in progress. Contractor shall provide safe and proper facilities for such access.
18. **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.
19. **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.
20. **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.
21. **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.
22. **FORCE MAJEUR CLAUSE:** 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, product, plant, 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 Contractor.

23. **INDEMNIFICATION / HOLD HARMLESS CLAUSE:** To the furthest extent permitted by California law, Contractor shall defend, indemnify, and hold harmless the District, their agents, representatives, officers, consultants, employees, and volunteers (the "indemnified parties") from any and all demands, losses, 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 personal or bodily injuries, death, property damage, or otherwise arising out of, connected with, or resulting from the performance of this Contract unless the claims are caused wholly by the sole negligence or willful misconduct of the indemnified parties. The District shall have the right to accept or reject any legal representation that Contractor proposes to defend the District.
24. **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 percent (90%) 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 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 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 ten percent (10%) from all amounts owing as retention. Retention shall be paid pursuant to Public Contract Code sections 7107 and 7200.
25. **PERMITS AND LICENSES:** Contractor and all of its employees, agents, and subcontractors shall secure and maintain in force, at Contractor's sole cost and expense, all licenses and permits as are required by law, in connection with the furnishing of materials, supplies, or Services herein listed.
26. **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 Worker's 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.
27. **ANTI-DISCRIMINATION:** It is the policy of the District that in connection with all work performed under contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, or religious creed, and therefore the Contractor agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment Practice Act beginning with Government Code Section 12900 and Labor Code Section 1735. In addition, the Contractor agrees to require like compliance by all its subcontractor(s).
28. **DISABLED VETERAN BUSINESS ENTERPRISES:** Section 17076.11 of the Education Code requires school districts using funds allocated pursuant to the State of California School Facility Program for the construction or modernization of a school building (SFP Funds) to have a participation of at least three percent (3%), per year, of the overall dollar amount expended each year by the school district, for disabled veteran business enterprises (DVBE). If this Contract uses School Facilities Program Funds, Contractor must submit, with its executed Contract, appropriate documentation to the District identifying the steps Contractor has taken to solicit DVBE participation in conjunction with this Contract.
29. **WARRANTY/QUALITY:** Unless a longer warranty is called for elsewhere in the Contract, Contractor, manufacturer, or their assigned agents shall guarantee the workmanship, product or Services performed against defective workmanship, defects or failures of materials for a minimum period of one (1) year from District's written approval of the Work. All workmanship and merchandise must be warranted to be in compliance with applicable California energy, conservation,

environmental, and educational standards.

30. **CONFIDENTIALITY:** Contractor shall maintain the confidentiality of all information, documents, programs, procedures, and all other items that Contractor encounters while performing the Contractor's Services 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.
31. **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.
32. **DISPUTES:** In the event of a dispute between the Parties as to performance of the Work, the interpretation of this Contract, or payment or nonpayment for Work performed or not performed, the Parties shall attempt to resolve the dispute by those procedures set forth in Public Contract Code section 20104, et seq., if applicable. Pending resolution of the dispute, Contractor agrees it will neither rescind the Contract nor stop the progress of the Work, but will allow determination by the court of the State of California, in the county in which the District's administration office is located, having competent jurisdiction of the dispute. All claims over Three Hundred Seventy-Five Thousand Dollars (\$375,000), which are outside the scope of Public Contract Code section 20104, et seq., may be determined by independent arbitration if mutually agreeable, otherwise by litigation.
- Notice of the demand for arbitration of a dispute shall be filed in writing with the other Party.
  - The demand for arbitration of any claim of over Three Hundred Seventy-five Thousand Dollars (\$375,000) shall be made within a reasonable time after written notice of the dispute has been provided to the other Party, but in no case longer than ninety (90) days after initial written notice, and the demand shall not be made later than the time of Contractor submission of the request for final payment.
33. **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. The Contractor and its subcontractors shall comply with all applicable provisions of the California Labor Code sections 1720-1861, without limitation, the payment of the general prevailing per diem wage rates for public work projects (including repairs and maintenance, where applicable) of more than one thousand dollars (\$1,000). Copies of the prevailing rate of per diem wages are on file with the District/COE. In addition, the Contractor and each subcontractor shall comply with Sections 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. Registration: The Contractor and its subcontractors shall comply with the registration and qualification requirements pursuant to sections 1725.5 and 1771.1 of the California Labor Code. Certified Payroll Records: Contractor and its subcontractor(s) shall keep accurate certified payroll records of employees and shall make them available to the District/COE immediately upon request.
  - 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.
  - **Certified Payroll Records:** Contractor and its subcontractor(s) shall keep accurate certified payroll records of employees and shall make them available to the District immediately upon request.
34. **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.

35. **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 in the county in which the District's administration office is located.
36. **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.
37. **BINDING CONTRACT:** This Contract shall be binding upon the Parties hereto and upon their successors and assigns, and shall inure to the benefit of the Parties and their successors and assigns.
38. **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.
39. **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.
40. **ENTIRE CONTRACT:** This Contract sets forth the entire Contract between the Parties hereto and fully supersedes any and all prior agreements, understanding, written or oral, between the Parties hereto pertaining to the subject matter thereof. This Contract may be modified only by a writing evidencing the Parties' mutual consent.

### **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.

Date: \_\_\_\_\_

Proper Name of Contractor: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

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### **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: \_\_\_\_\_

Proper Name of Contractor: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

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 awarding body prior to performing any Work under this Contract.)



### **CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION**

The undersigned does hereby certify to the governing board of the District that (1) he/she is a representative of the Contractor, (2) he/she is familiar with the facts herein certified, (3) he/she is authorized and qualified to execute this certificate on behalf of Contractor; and (4) that the following is true and correct:

1. **Education Code.** Contractor has taken at least one of the following actions with respect to the Project (check all that apply):

☐ The Contractor 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 Project site, that will limit contact between Contractor's employees and District pupils at all times; and/or

☒ 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 has not been convicted of a violent or serious felony. The name and title of the employee who will be supervising Contractor's employees and its subcontractors' employees is:

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

☐ The Work on the Contract is at an unoccupied school site and no employee and/or subcontractor or supplier of any tier of Contract shall come in contact with the District pupils.

2. **Megan's Law (Sex Offenders).** I have verified and will continue to verify that the employees of Contractor that will be on the Project site and the employees of the Subcontractor(s) that will be on the Project site are **not** listed on California's "Megan's Law" Website (<http://www.meganslaw.ca.gov/>).

Contractor's responsibility for background clearance 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: \_\_\_\_\_

Proper Name of Contractor: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

### **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 Material Hazardous", 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 above-mentioned 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:

\_\_\_\_\_

Proper Name of Contractor:

\_\_\_\_\_

Signature:

\_\_\_\_\_

Print Name:

\_\_\_\_\_

Title:

\_\_\_\_\_

**EXHIBIT "A" ("SCOPE OF WORK")**



## Proposal/Agreement



**1100 Elder Ave  
Menlo Park, CA 94025**

Submitted By: Daniel Estrada

3333 De La Cruz Blvd.  
Santa Clara, CA 95054  
P (408) 343-8495  
[www.gogreenroofco.com](http://www.gogreenroofco.com)

CL#980023



November 18, 2016

Ruben Trabanino  
Menlo Park City School District  
181 Encinal Ave.  
Atherton, CA 94027

Re: 1100 Elder Ave.  
Menlo Park, CA 94025

Thank you for the opportunity to assist you with your roofing needs. Please find scope of work and exclusions below.

Sincerely,

Daniel Estrada  
Project Manager





## Proposal/Agreement

November 18, 2016

Ruben Trabanino  
Menlo Park City School District  
181 Encinal Ave.  
Atherton, CA 94027

Re: 1100 Elder Ave.  
Menlo Park, CA 94025

This proposal becomes a binding contract when signed between the owner or agent and GoGreen Roofing Corporation (GRC).

During my visual inspection, I found no evidence of non-friable asbestos. If the question of asbestos or asbestos abatement arises, the owner shall be responsible for all costs of testing, removal, and disposal.

Initial and Date \_\_\_\_\_

### Scope of Work

#### **Low Slope Roof Membrane Specifications - 60 Mil Carlisle TPO membrane**

Install a 20 year type Carlisle Sure-Weld or equivalent, mechanically-fastened, 60 mil, Thermoplastic Polyolefin (TPO), white, single-ply roofing system per Carlisle's installation specifications and by the following.

**Note: This system has an Underwriters Laboratory Inc. (UL) class A fire hazard classification as assembled and carries a 55 MPH wind speed warranty.**

1. Mechanically fasten new TPO membrane over one layer of fan-fold per Carlisle's recommendations using plates and screws at proper intervals. Color TBD by owner.
2. Attach TPO membrane to parapet walls per Carlisle's recommendations.
3. Wall TPO membrane will be terminated per Carlisle's recommendations.
4. Install new pipe jack flashing with steel band.
5. Sheets will overlap at the seams 6".

6. Lower edge sheets will be fastened to roof substrate using Carlisle screws and plates, spaced 1 foot apart along edges. Overlapping sheet over fastener plates will be heat welded.
7. All membrane laps will have a continuous weld without voids and free of scorch or burn marks.
8. Seam probing of completed welds once cooled, will be performed daily with any deficiencies repaired the same day.
9. Clean up all debris and remove from the premises upon completion of the project.

**If dry rot is found, the following will apply:**

Standard 1/2" plywood with dry-rot shall be replaced at \$75.00 per 4' x 8' sheet. Linear wood members (excluding rafter tails and redwood) with dry-rot shall be replaced at \$6.50 per linear foot for 2" x 4" and 2" x 6" only. These costs shall be in addition to the base contract amount.

**Note: An approval by way of a signed change order will be issued prior to commencement of work.**

**Permits and Inspections**

GRC excludes permits from this proposal.

**Notices**

Upon completion of this contract, GRC shall provide owner with projected start date. **Once work has started, GRC projects 10 working days to complete the work within the base contract scope.** Delays due to weather, drying time, change orders, subcontractors or city inspections will be added to our projected completion date. A final city inspection and time required for additional work outside the specified scope of work will not be considered as part of our completion date. The job foreman shall have material safety data sheets (MSDS) on the job site and are available upon your request.

**Warranty Information**

Manufacturer's 20 Year Warranty

**Cost Breakdown**

Carlisle Re-roof

\$8,724.00

Approved By \_\_\_\_\_

### Payment Schedule

Owner will pay GRC the **base contract amount of \$8,724.00** plus any approved extras and/or addendums as follows:

#### **10 % when job starts**

#### **100% upon completion** (If mutually agreed upon, special terms may apply)

This bid is subject to acceptance by owner/contractor within fifteen (15) days, and when signed by both parties and their authorized agents, shall become contract in accordance with the above terms and conditions.

#### **Acceptance of Proposal:**

1100 Elder Ave  
Menlo Park, CA 94025

The above mentioned prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work specified above. Payment will be as outlined above. **Note: Each line below must be complete to ensure GRC's acceptance.**

Authorizing Signature: \_\_\_\_\_ Title/Date: \_\_\_\_\_

Billing Company/Name: \_\_\_\_\_

Billing Address: \_\_\_\_\_ City/Zip: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

#### **Job Site Contact Information:**

Name: \_\_\_\_\_

Address: \_\_\_\_\_ City/Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax Number: \_\_\_\_\_ E-mail: \_\_\_\_\_

#### **Property Owner's Information:**

Name/Company: \_\_\_\_\_

Address: \_\_\_\_\_ City/Zip: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Respectfully Submitted,

By: \_\_\_\_\_  
Daniel Estrada/Project Manager GRC 11/18/16



# GENERAL CONDITIONS FOR SHORT FORM CONSTRUCTION CONTRACT

## ARTICLE 1 – CONTRACTOR'S RESPONSIBILITIES

**1.1** The Contractor shall provide all labor, materials, equipment, and services necessary to complete the Work for the Project.

**1.2** The Contractor is responsible for the supervision and coordination of all of the Work, including the construction means, methods, techniques, sequences and procedures utilized, unless the Owner or Contract documents give other specific instructions, in which case, the Contractor shall not be liable for damages.

**1.3** If in the course of the performance of the Work, the Contractor discovers any errors, omissions or inconsistencies in the Contract Documents, the Contractor shall promptly report them to the Owner. In such case, the Contractor is not acting in the capacity of a licensed design professional, and that the Contractor's examination is only to facilitate construction. The Contractor may be entitled to additional costs and time because of clarifications or instructions growing out of the Contractor's reports.

**1.4** Every part of the Work shall be executed in accordance with the Contract Documents and submittals approved pursuant to Paragraph 3.13 in a workerlike manner. All materials used in the Work shall be furnished in sufficient quantities to facilitate the proper and expeditious execution of the Work and shall be new except such materials as may be expressly provided in the Contract Documents to be otherwise.

**1.5** The Contractor shall schedule all required tests, approvals and inspections of the Work or portions thereof at appropriate times so as not to delay the progress of the Work. Unless otherwise agreed to, the Owner shall bear the cost of tests, inspections and approvals required by the Contract Documents.

**1.6** The Contractor warrants to the Owner that to the extent consistent with the standards of care and diligence normally practiced by construction The Contractor's warranty does not include remedies for defects or damages caused by normal wear and tear during normal usage, use for a purpose for which the Project was not intended, improper maintenance, modifications or abuse.

**1.7** Within one year after the date of Substantial Completion, any Work is found to be defective the Owner shall notify the Contractor in writing. The Contractor shall correct the defective Work. Except in case of emergency, corrections will be made during normal business hours.

**1.8** The Contractor shall have overall responsibility for safety precautions in the performance of the Work and shall seek to avoid injury, loss or damage to persons or property.

**1.9** The Contractor shall not be obligated to commence or continue work until any Hazardous Material discovered at the project site has been removed or rendered harmless by the Owner, as certified by an independent testing laboratory.

**1.10** The Contractor shall submit to the Owner for review and approval all shop drawings, samples, product data, and similar submittals required by the Contract Documents. The Owner shall be responsible for review and approval of submittals with reasonable promptness to avoid causing delay.

**1.11** If the conditions at the site are (1) subsurface or other physical conditions which are materially different from those indicated in the Contract Documents, or (2) unusual or unknown physical conditions which are materially different from conditions ordinarily encountered and generally recognized as inherent in Work provided for in the Contract Documents, then prompt notice shall be given to all affected parties. If appropriate, an equitable adjustment to the Contract Price and Contract Time shall be made by Change Document

**1.12** The Contractor shall at all times during its performance of the Work keep the Worksite clean and free from debris resulting from the Work.

## ARTICLE 2 – OWNER'S RESPONSIBILITIES

**2.1** The Owner shall provide the following site information with reasonable promptness: (1) information describing the physical characteristics of the site,

including surveys, site evaluations, or drawings depicting existing conditions, subsurface and environmental studies, and (2) tests, inspections and other reports dealing with hazardous material and other existing conditions.

**2.2** Except for those permits and fees which are the responsibility of the Contractor the Owner shall secure and pay for all other permits, approvals, easements, assessments and fees required for the development, construction, including the building permit.

## ARTICLE 3 – CONTRACT TIME

**3.1** The Owner may require the Contractor to perform any portion of the Work on an overtime basis to accelerate the scheduled completion date or to promote the Owner's interests. Such overtime shall be paid for as Extra Work. Overtime work required to enable the Contractor to meet a scheduled completion date or to correct Defective Work is not Extra Work.

**3.2** The Contract Time shall be equitably extended by Change Document if the Contractor is delayed at any time in the commencement or the progress of the Work by any justifiable cause beyond the Contractor's control. In the event delays to the Work are encountered for any reason, the Owner and Contractor agree to undertake reasonable steps to mitigate the effect of such delays.

## ARTICLE 4 – CHANGES

**4.1** The Owner may at any time make changes in the Work within the general scope of the Contract Documents consisting of additions, deletions or revisions. The Contract Price and Time shall be equitably adjusted for such changes in the Work.

## ARTICLE 5 – PAYMENT

**5.1** The Contractor may submit to the Owner a monthly application for payment no later than the twenty-fifth (25<sup>th</sup>) of the month for Work performed that month, estimated through the end of that month. The Owner shall pay the amount due on any payment application no later than twenty (20) calendar days after the Contractor has submitted a complete and accurate payment application. The Owner may deduct, from any progress payment, such amounts as may be retained pursuant to the Adjustments clause below.

**5.2** Contractor shall provide, if requested by the Owner, partial lien and claim waivers in the amount of the application for payment and affidavits from its Subcontractors, materialmen and suppliers for the completed Work. Such waivers may be conditional upon payment.

**5.3** From each progress payment made prior to Substantial Completion, the Owner shall retain ten percent (10%) of the amount otherwise due. The Owner may adjust or reject a Contractor payment application as may reasonably be necessary to protect the Owner from loss or damage based upon the following, to the extent that the Contractor is responsible: (1) the Contractor's repeated failure to perform the Work as required by the Contract Documents, (2) nonconforming or Defective Work not corrected in a timely fashion, or (3) reasonable evidence demonstrating that the unpaid balance of the Contract Price is insufficient to fund the cost to complete the Work. The Owner shall give written notice to the Contractor at the time of disapproving the payment and the specific reasons therefore. When the above reasons for disapproving an application for payment are removed, payment will be promptly made for the amounts previously withheld.

**5.4** If Owner has made payments in the time required by this Article, the Contractor shall, within thirty days after filing, cause the removal of any liens filled against the premises by any party or parties performing labor or service or supplying materials in connection with the Work.

**5.5** The Contractor shall notify the Owner when it considers the Substantial Completion of the work or a portion thereof to have been achieved. The Owner shall promptly conduct an inspection to determine whether the work or designated portion thereof can be occupied or utilized for its intended use by the Owner. When Substantial completion is achieved, the Contractor shall prepare a Certificate of Substantial Completion which shall establish the date of Substantial Completion shall submit to the Owner for written acceptance.



Unless the Certificate of Substantial Completion provides otherwise, warranties shall begin on the date of Substantial Completion. Upon Owner acceptance of the Certificate of Substantial Completion, the Owner shall pay to the Contractor the remaining retainage held by the Owner for the Work described in the Certificate less a sum equal to two hundred percent (200%) of the estimated cost of completing or correcting remaining items on that part of the Work, as agreed to by the Owner and Contractor as necessary to achieve final completion.

5.6 The Owner may occupy or use completed or partially completed portions of the Work when the portion of the Work is designated in a certificate of Substantial Completion. The Contractor shall not unreasonably withhold consent to partial occupancy or use. Owner shall not unreasonably refuse to accept partial occupancy.

5.7 Upon notification from the Contractor that the Work is complete and ready for final inspection and acceptance the Owner will promptly conduct an inspection to determine if the Work has been completed and is acceptable under the Contract Documents. Uncompleted items shall be completed by the Contractor in a mutually agreed time frame.

5.8 When final completion has been achieved, the Contractor shall prepare for the Owner's acceptance a final application for payment. Final payment of the balance of the Contract Price shall be made to the Contractor within twenty days. Unless the Contractor provides written identification of unsettled claims with an application for final payment, Contractor's acceptance of final payment constitutes a waiver of such claims.

#### ARTICLE 6 – INDEMNITY, INSURANCE AND WAIVERS

6.1 To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold the Owner and Others harmless from all claims for bodily injury and property damage, other than to the Work itself, that may arise from the performance of the Work to the extent of the negligence attributed to such acts or omissions by the Contractor. The Contractor shall not be required to defend, indemnify or hold harmless the Owner or Others for any acts, omissions or negligence of the Owner or Others.

6.2 The Owner shall cause any other contractor who may have a Contract with the Owner to perform work in the areas where Work will be performed under this Agreement to agree to indemnify the Contractor, and hold it harmless from all claims for bodily injury and property damage, that may arise from that contractor's operations.

6.3 The Owner and the Contractor agree to waive all claims against the other for consequential damages that may arise out of or relate to this Agreement.

6.4 Prior to the start of Work, the Contractor shall procure and maintain Workers Compensation Insurance, Employer's Liability Insurance, Business Automobile Liability Insurance, and Commercial General Liability Insurance (CGL). The CGL policy shall include coverage for liability arising from premises, operations, independent Contractors, products-completed operations, personal injury and advertising-injury, Contractual liability, and broad form property damage. The CGL will also name the Owner as an additional insured for liability arising out of the Contractor's Work.

The policies shall be written with limits of liability not less than the following:

Employer's Liability	<u>\$1,000,000.00</u> Bodily injury by accident <u>\$1,000,000.00</u> Bodily injury by Disease
Business Auto Liability	<u>\$1,000,000.00</u> Each Accident <u>\$1,000,000.00</u> Each Occurrence
Commercial General Liability	<u>\$2,000,000.00</u> General Aggregate <u>\$2,000,000.00</u> Products/Completed Operations Aggregate <u>\$1,000,000.00</u> Personal and Advertising Injury Limit

Prior to commencement of the work, Contractor and Owner will furnish each other with reasonably acceptable certificate or certificates of insurance.

6.5 The Owner shall be solely responsible for all risk of physical loss or damage to the entire Project including portions of the Work stored off-site. Before the start of Work, the Owner may obtain and maintain property insurance upon the entire Project for the full cost of replacement at the time of loss. This insurance shall also name the Contractor as a named insured. This insurance shall be written as a Builder's Risk, "all risk" or equivalent form to cover all risks or physical loss. The Owner shall be solely responsible for any deductible amounts or coinsurance penalties. If the Owner opts not to obtain Builders Risk Insurance, the Owner shall be solely responsible for the total cost of the loss.

6.6 The Owner shall obtain and maintain its own liability insurance for protection against claims arising out of the performance of this Agreement, including without limitation, loss of use and claims, losses and expenses arising out of the Owner's errors or omissions.

#### ARTICLE 7 – TERMINATION

7.1 Upon written notice to the Contractor, the Owner may, without cause, terminate this Agreement with the Contractor. The Contractor shall immediately stop the Work, follow the Owner's instructions regarding shutdown and termination procedures, and strive to mitigate all costs. If the Work is so terminated, the Contractor may recover from the Owner payment for all Work performed in accordance with this Agreement, all costs from the termination, plus a reasonable profit.

7.2 The Contractor may terminate the Agreement for any of the following reasons (1) if the Owner fails to furnish reasonable evidence that sufficient funds are available and committed for the entire cost of the Project, (2) if the Owner assigns this Agreement over the Contractor's reasonable objection, (3) if the Owner fails to pay the Contractor in accordance with this Agreement, and (4) if the Owner otherwise materially breaches this Agreement.

#### ARTICLE 8 – DISPUTE RESOLUTION

8.1 Unless otherwise agreed in writing, the Contractor shall continue the Work and maintain the approved schedules during any dispute resolution proceedings. If the Contractor continues to perform, the Owner shall continue to make payments in accordance with the Agreement.

8.2 If a dispute arises out of this Agreement, the parties shall endeavor to settle the dispute first through direct discussions. If the dispute cannot be settled through direct discussions, the parties shall endeavor to settle the dispute by mediation. The prevailing party shall be entitled to recover from the other party reasonable attorney's fees and expenses incurred by the prevailing party in connection with such dispute resolution process.

#### ARTICLE 9 – MISCELLANEOUS PROVISIONS

9.1 Neither the Owner nor the Contractor shall assign their interest in this Agreement without the written consent of the other.

9.2 If Owner requires Contractor to provide Payment and Performance Bonds, Owner shall pay bond premiums.

#### ARTICLE 10 – CONTRACT DOCUMENTS

10.1 The Owner's drawings and specifications are complementary. If work is shown only on one but not on the other, the Contractor shall perform the Work as though fully described on both consistent with the Contract Documents.

10.2 In case of conflicts between the Owner's drawings and specifications, the specifications govern. In any case of omissions or errors in figures, drawings or specifications, the Contractor shall immediately submit the matter to the Owner for clarification. The Owners clarifications are final and binding on all parties subject to an equitable adjustment in Contract Time and Price.

Sign and Date \_\_\_\_\_



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