

**AGREEMENT FOR CONSTRUCTION SERVICES  
(SMALL PROJECTS)  
AGREEMENT NUMBER #24-31-09**

**THIS AGREEMENT** is made and entered into on August 9, 2024, by and between Bridges Restoration LLC dba West Coast ("Contractor") and Tahoe Truckee Unified School District ("District") ("Contract").

- 1. The Contractor shall furnish to the District for a total price of Five Hundred Twenty-Nine Thousand One Hundred Eighty-Two Dollars (\$529,182.00) ("Contract Price"), the following services ("Services" or "Work"):

NT Campus Water Damage Restoration Project

- 2. The contractor shall perform water damage restoration Work at North Tahoe High School-Middle School located at 2945 Polaris Rd, Tahoe City, CA 96145. ("Site"). The Project is the scope of Work performed at the Site per attachment "A".
- 3. Phase 1 of the Work which includes all wall and ceiling insulation, sheetrock, tape, paint, handrail installation and clean up shall begin on Monday August 12, 2024. Phase one shall be manned every day of the week until the work is completed. In no case shall Phase 1 extend beyond August 25, 2024. Phase 2 which consists of the removal and replacement of the stage flooring shall be completed once the flooring material is on site and acclimatized. Installation to be coordinated with TTUSD. Phase 3 consists of the installation of the acoustic wall panels, fiberglass reinforced laminate panels (FRL), and coved base. This work shall be completed once the material is on site and installation is coordinated with school activities. This contract does not include any auditorium sound and lighting repairs. This work is still being evaluated by West Coast. Overtime for has been approved by Schools Insurance Group but is not included in this contract, overtime costs will be added to the contract at the completion of the project.

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It is understood and agreed that the Work shall be performed and completed as required in the Contract Documents (as defined herein) including, without limitation, the Drawings and Specifications and submission of all documents required to secure funding or by the Division of the State Architect ("DSA") for close-out of the Project, under the direction and supervision of, and subject to the approval of, the District or its authorized representative.

- 4. Contractor agrees that if the Work is not completed within the Contract Time and/or pursuant to the completion schedule, construction schedule, or project milestones developed pursuant to provisions of the Contract, it is understood, acknowledged, and agreed that the District will suffer damage which is not capable of being calculated. Pursuant to Government Code section 53069.85, Contractor shall pay to the District, as fixed and liquidated damages for these incalculable damages, the sum of One Thousand Dollars (\$1,000.00) per day for each and every calendar day of delay beyond the Contract Time or beyond any completion schedule, construction schedule, or project milestones established pursuant to the Contract.
- 5. This Contract incorporates by this reference the Terms and Conditions attached hereto. Contractor, by executing this Contract, agrees to comply with all the Terms and conditions.

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6. This Contract incorporates by this reference the Contract Documents attached hereto. Contractor, by executing this Contract, agrees to comply with all obligations set forth in the Contract Documents. The Contract Documents include only the following documents, as indicated:

- Notice to Bidders
- Instructions to Bidders
- Bid Form and Proposal
- Bid Bond
- Non collusion Declaration
- Designated Subcontractors List
- Notice to Proceed
- Prevailing Wage Certification
- Workers' Compensation Certification
- Criminal Background Investigation / Fingerprinting Certification
- Drug-Free Workplace Certification
- Tobacco-Free Environment Certification
- Drug and Alcohol-Free Schools Certification
- Disabled Veterans' Business Enterprise Participation Certification
- Asbestos & Other Hazardous Materials Certification
- Lead-Product(s) Certification
- Roofing Project Certification
- Registered Subcontractors List
- Insurance Certificates and Endorsements
- Performance Bond
- Payment Bond
- Specifications
- Plans
- Special Conditions
- Exhibit "A" ("Scope of Work")
- \_\_\_\_\_ [Other]
- \_\_\_\_\_ [Other]

7. Contractor shall not commence the Work under this Contract until the Contractor has submitted and the District has approved the performance bond, payment (labor and material) bond, the certificate(s) and the endorsement(s) of insurance required under the Terms and Conditions and the District has issued a Notice to Proceed.

8. Payment for the Work shall be made in accordance with the Terms and Conditions.

9. The project manager on the Project is Alan Roth ("Project Manager"). Contractor hereby acknowledges that the Architect, the Construction Manager, the Project Inspector, and the Division of the State Architect have authority to approve and/or suspend Work if the Contractor's Work does not comply with the requirements of the Contract Documents, Title 24 of the California Code of Regulations, and all applicable laws. No work shall be carried on except with the knowledge and under the inspection of said Project Inspector. Project Inspector shall have free access to any or all parts of work at any time. Contractor shall furnish Project Inspector reasonable opportunities for obtaining such information as may be necessary to keep Project Inspector fully informed respecting progress, manner of work, and character of materials. The Contractor shall be liable for any delay caused by its non-compliant Work or its failure to provide proper notification for inspection.

Inspection and acceptance of the Work shall be performed by Alan Roth of the Facilities Department of the District.

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

**District**

Tahoe Truckee Unified School District  
ATTN: Rob Koster, Director of Facilities  
11603 Donner Pass Rd.  
Truckee, CA 96161  
PHONE: 530-582-2545  
EMAIL: [rkoster@ttusd.org](mailto:rkoster@ttusd.org)

**Contractor**

Bridges Restoration LLC, dba West Coast  
ATTN: DJ Meyer  
5846 Live Oak Drive STE 1  
Kelseyville, CA 95451  
PHONE: 707-530-3003  
EMAIL: [dj@bridgesconstruction.com](mailto:dj@bridgesconstruction.com)

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

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

*[SIGNATURES ON FOLLOWING PAGE]*

ACCEPTED AND AGREED on the date indicated below:

Dated: \_\_\_\_\_, 20\_\_

Dated: August 7<sup>th</sup>, 2024

**Tahoe Truckee Unified School District**

**Bridges Restoration LLC, dba West Coast**

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

Signature: 

Print Name: Mrs. Kristen Kramer

Print Name: ISAAC REYES

Print Title: Superintendent/CLO

Print Title: SENIOR PROJECT MANAGER

Address: 11603 Donner Pass Rd.  
Truckee, CA 96161

License No.: 1036250

DIR Registration No.: 1000640614

Telephone: 530-582-2500

Address: 2198 INDUSTRIAL BLVD, WEST SACRAMENTO CA 95691

Facsimile: 530-582-7606

Telephone: 707-730-8785

E-Mail: [kkramer@ttusd.org](mailto:kkramer@ttusd.org)

E-Mail: IREYES@WESTCOASTFIREANDWATER.COM

**Information regarding Contractor:**

- Type of Business Entity:
- Individual
- Sole Proprietorship
- Partnership
- Limited Partnership
- Corporation, State: \_\_\_\_\_
- Limited Liability Company
- Other: \_\_\_\_\_

98-8725162  
Employer Identification and/or  
Social Security Number

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

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY; TERMS AND CONDITIONS FOLLOW]

**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. STANDARD OF CARE:** Contractor shall perform, diligently prosecute and complete the Work in a good and workmanlike manner within the Contract Time, and in strict conformity with all Contract Documents.
- 3. SITE EXAMINATION:** Contractor has examined the Site and certifies that it accepts all measurements, specifications and conditions affecting the Work to be performed at the Site. By submitting its quote, Contractor warrants that it has made all Site examination(s) that it deems necessary as to the condition of the Site, its accessibility for materials, workers and utilities, and Contractor's ability to protect existing surface and subsurface improvements. No claim for allowance of time or money will be allowed as to any other undiscovered condition on the Site.
- 4. PERMITS, LICENSES AND REGISTRATION:** Contractor and all of its employees, agents, and subcontractors shall secure and maintain in force, at Contractor's sole cost and expense, all licenses, registration and permits as are required by law, in connection with the furnishing of materials, supplies, or services herein listed.
- 5. PROJECT INSPECTION CARD:** Contractor shall verify that forms DSA 152 Project Inspection Card (or current version) are issued for the Project prior to commencement of construction.
- 6. NOTIFICATION:** Contractor shall notify the Architect and Project Inspector, in writing, of the commencement and completion of construction of each and every aspect of the work at least 48 hours in advance by submitting form DSA 156 (or current version) to the Project Inspector. Forms are available on the DSA's website at: <http://www.dgs.ca.gov/dsa/Forms.aspx>.
- 7. LABOR, MATERIALS AND EQUIPMENT:** Contractor shall furnish all tools, equipment, apparatus, facilities, transportation, labor, and material necessary to furnish the services herein described, the services to be performed at such times and places as directed by and subject to the approval of the authorized District representative indicated in the Work specifications attached hereto. Unless otherwise specified, all materials shall be new and previously unused, and of the manufacturer's latest model or the best of their respective kinds and grades as noted or specified, and workmanship shall be of good quality.
- 8. SUBSTITUTIONS:** No substitutions of material from those specified in the Work Specifications shall be made without the prior written approval of the District. Contractor shall be responsible for any re-design costs occasioned by District's acceptance and/or approval of any substitute, as well as any costs that the District incurs for professional services, including DSA fees. District may deduct those costs from any amounts owing to Contractor for the review of the request for substitution, even if the request for substitution is not approved. Contractor shall, in the event that a substitute is less costly than that specified, credit the District with one-hundred percent (100%) of the net difference between the substitute and the originally specified material.
- 9. INDEPENDENT CONTRACTOR:** Contractor represents and warrants that Contractor is an independent contractor or business entity that is: (i) free from the control and direction of the District in connection with the performance of the Services, (ii) performing Services that are outside the usual course of the District's business, and (iii) customarily engaged in an independently established trade, occupation, or business of the same nature as that involved in the Services performed, District being interested only in the results obtained. Contractor understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Contractor shall assume full responsibility for payment of all federal, state, and local taxes or contributions, including unemployment insurance, social security, and income taxes with respect to Consultant's employees.
- 10. CONTRACTOR SUPERVISION:** Contractor shall provide competent supervision of personnel employed on the job Site, use of equipment, and quality of workmanship.
- 11. WORKERS:** Contractor shall at all times enforce strict discipline and good order among its employees and the employees of its subcontractors and shall not employ or work any unfit person or anyone not skilled in work assigned to him or her. Any person in the employ of the Contractor or a

subcontractor whom the District may deem incompetent or unfit shall be dismissed from the Site and shall not again be employed at Site without written consent from the District.

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

**13. SAFETY AND SECURITY:** Contractor is responsible for maintaining safety in the performance of this Contract. Contractor shall be responsible to ascertain from the District the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.

**14. TRENCH SHORING:** If this Contract is in excess of \$25,000 and is for the excavation of any trench deeper than five (5) feet, Contractor must submit and obtain District acceptance, in advance of excavation, of a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If the plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer.

**15. 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 whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the work, the Contractor shall not be excused from any scheduled completion date provided for by the contract, but shall proceed with all Work to be performed under the contract. The Contractor shall retain any and all rights provided either by Contract or by law which pertain to the resolution of disputes and protests between the contracting parties.

**16. LEAD-BASED PAINT:** Pursuant to the Lead-Safe Schools Protection Act (Education Code section 32240 et seq.) and other applicable law, no lead-based paint, lead plumbing and solders, or other potential sources of lead contamination shall be utilized on this Project, and only trained and state-certified contractors, inspectors and workers shall undertake any action to abate existing risk factors for lead. Pursuant to the Renovation, Repair and Painting Rule (title 40 of the Code of Federal Regulations part 745 (40 CFR 745)), all contractors who disturb lead-based paint in a six-square-foot area or greater indoors or a 20-square-foot area or greater outdoors must be trained by an EPA-accredited provider and certified by the EPA. Contractor must execute the Lead-Based Paint Certification, if applicable.

**17. GENERAL PERMIT FOR STORM WATER DISCHARGES ASSOCIATED WITH CONSTRUCTION AND LAND DISTURBANCE ACTIVITIES:**

**17.1** Contractor acknowledges that all California school districts are obligated to develop and implement the following requirements for the discharge of storm water to surface waters from its construction and land disturbance activities pursuant to the Clean Water Act and Porter Cologne Water Quality Act. District has determined that the construction of this Project requires enrollment in the Construction Storm Water Permit. District has filed certain submittals referred to as Permit Registration Documents ("PRDS") with the Regional Water Control Board ("Storm Water Pollution Prevention Plan" or "SWPPP").

**17.2** Contractor shall comply with any District SWPPP that is approved by the District and applicable to the Project, at no additional cost to the District. Contractor shall pay any fees and any penalties

that may imposed by a regulatory agency for its non-compliance with the SWPPP during the course of Work.

**17.3** Contractor shall provide a Qualified Storm Water Practitioner ("QSP") at no additional cost to the District, who shall perform onsite inspections and implement and monitor any and all SWPPP requirements applicable to the Project, including required visual observations, sampling, analysis, reporting and record keeping, including of Total Maximum Daily Loads ("TMDL") of pollutants and construction dewatering and discharge, and Best Management Practices ("BMP").

**18. CLEAN UP:** Debris shall be removed from the Site. The Site shall be in order at all times when work is not actually being performed and shall be maintained in a reasonably clean condition.

**19. PROTECTION OF WORK AND PROPERTY:** Contractor shall erect and properly maintain at all times, as required by conditions and progress of the Work, all necessary safeguards, signs, barriers, lights, and security persons for protection of workers and the public, and shall post danger signs warning against hazards created by the Work. In an emergency affecting life and safety of life or of Work or of adjoining property, Contractor, without special instruction or authorization from District, is permitted to act at his discretion to prevent such threatened loss or injury.

**20. FORCE MAJEURE:** "Force Majeure" means any event or circumstance unknown at the time of contracting that is beyond the parties' control and makes performance of the contract impractical or impossible. The Party seeking to have its performance obligation(s) excused must demonstrate that there was such an insuperable interference occurring without the party's intervention as could not have been prevented by the exercise of prudence, diligence, and care, by providing prompt notice to the other Party, including full particulars of such event, of its inability to perform its obligations due to such event, following commencement of the claiming Party's inability to so perform its obligations. To the extent satisfying these conditions, Force Majeure events include the following: acts of God, war, civil unrest, epidemic, fire, smoke, volcanic eruption, earthquake, strike, unusually severe weather, flood, or shortage of transportation facilities, lock out, or commandeering of materials, product, plant, or facilities by the government. Force Majeure shall not be based on a Party's financial inability to perform under this Agreement unless there exists extreme and unreasonable difficulty, expense, injury, or loss involved. A Force Majeure event does not include an act of negligence or intentional wrongdoing by a Party. Any Party claiming a Force Majeure event shall use reasonable diligence to remove the condition that prevents performance and shall not be entitled to suspend performance of its obligations in any greater scope or for any longer duration than is required by the Force Majeure event. Each Party shall use its best efforts to mitigate the effects of such Force Majeure event, remedy its inability to perform, and resume full performance of its obligations hereunder.

**21. CORRECTION OF ERRORS:** Contractor shall perform, at its own cost and expense and without reimbursement from the District, any work necessary to correct errors or omissions which are caused by the Contractor's failure to comply with the standard of care required herein. Schedule delays resulting from unauthorized work shall be Contractor's responsibility.

**22. NO RELIEF FROM OBLIGATIONS BASED ON REVIEW BY OTHER PERSONS:** Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents by act or omission of the District, Architect, Construction Manager, Project Inspector, or DSA or other entities having jurisdiction including, but not limited to, administration of the Contract, review of submittals, or by tests, observation, inspection, or permit/interconnection approvals.

**23. DISTRICT'S RIGHT TO PERFORM WORK:** If the Contractor should neglect to prosecute the Work properly or fail to perform any provisions of this Contract, the District, after **FORTY-EIGHT (48)** hours' written notice to the Contractor, may make good such deficiencies, without prejudice to any other remedy it may have, including but not limited to the District hiring its own forces or another contractor to replace the Contractor's nonconforming Work, in which case the District shall either issue a deductive Change Order, a Construction Change Directive, or invoice the Contractor for the cost of that work. Contractor shall pay any invoices within thirty (30) days of receipt of same or District may withhold those amounts from payment(s) to Contractor.

**24. ACCESS TO WORK:** District representatives, Architect, and Project Inspector shall at all times have access to the Work wherever it is in preparation or in progress. Contractor shall provide safe and proper facilities for such access.

**25. 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.

**26. PAYMENT:** On a monthly basis, Contractor shall submit an application for payment based upon the estimated value for materials delivered or services performed under the Contract as of the date of submission ("Application for Payment"). Within thirty (30) days after District's approval of the Application for Payment, Contractor shall be paid a sum equal to ninety-five percent (95%) of the value of the Work performed (as verified by Architect and Inspector and certified by Contractor) up to the last day of the previous month, less the aggregate of previous payments and amount to be withheld. The District may withhold or deduct from any payment an amount necessary to protect the District from loss because of: (1) liquidated damages which have accrued as of the date of the application for payment; (2) any sums expended by the District in performing any of Contractor's obligations under the Contract which Contractor has failed to perform or has performed inadequately; (3) defective Work not remedied; (4) stop payment notices as allowed by state law; (5) reasonable doubt that the Work can be completed for the unpaid balance of the Total Contract price or by the scheduled completion date; (6) unsatisfactory prosecution of the Work by Contractor; (7) unauthorized deviations from the Contract; (8) failure of the Contractor to maintain or submit on a timely basis proper and sufficient documentation as required by the Contract or by District during the prosecution of the Work; (9) erroneous or false estimates by the Contractor of the value of the Work performed; (10) any sums representing expenses, losses, or damages, as determined by the District, incurred by the District for which Contractor is liable under the Contract; and (11) any other sums which the District is entitled to recover from Contractor under the terms of the Contract or pursuant to state law, including section 1727 of the California Labor Code. The failure by the District to deduct any of these sums from a progress payment shall not constitute a waiver of the District's right to such sums. The District shall retain five percent (5%) from all amounts owing as retention. Retention shall be paid pursuant to Public Contract Code sections 7107, 7200 and 7201.

**27. CHANGE IN SCOPE OF WORK:**

**27.1** Changes in Scope of Work. Any change in the scope of the Work, method of performance, nature of materials or price thereof, or any other matter materially affecting the performance or nature of the Work shall not be paid for or accepted unless such change, addition, or deletion is approved in advance and in writing by a valid change order executed by the District. Contractor specifically understands, acknowledges, and agrees that the District shall have the right to request any alterations, deviations, reductions, or additions to the Project or Work, and the cost thereof shall be added to or deducted from the amount of the Contract Price by fair and reasonable valuations. Contractor also agrees to provide the District with all information requested to substantiate the cost of the change order and to inform the District whether the Work will be done by the Contractor or a subcontractor. In addition to any other information requested, Contractor shall submit, prior to approval of the change order, its request for a time extension (if any), as well as all information necessary to substantiate its belief that such change will delay the completion of the Work. If Contractor fails to submit its request for a time extension or the necessary supporting information, it shall be deemed to have waived its right to request such extension.

**27.2** Allowances. If there is an Allowance, then Contractor shall not bill for or be due any portion of an Allowance unless Owner has identified specific work, Contractor has submitted a price for that work or Owner has proposed a price for that work, Owner has accepted the cost for that work, and Owner has executed an Allowance Expenditure Directive incorporating that work. Allowance Expenditure Directives shall be based on Contractor's costs, without overhead and profit, for products, delivery, installation, labor, insurance, payroll, taxes, bonding and equipment rental will be included in Allowance Expenditure Directive authorizing expenditure of funds from the Allowance. No overhead and profit shall be added to the Allowance Expenditure Directive.

**28. INDEMNIFICATION:**

**28.1** To the furthest extent permitted by California law, Contractor shall indemnify and hold harmless the District, its agents, representatives, officers, consultants, employees, and volunteers (the "Indemnified Parties") from any and all demands, injuries, losses, expenses, liabilities, claims, suits and actions (the "Claims") of any kind, nature, and description, including, but not limited to, attorneys' fees and costs, directly or indirectly arising from, arising out of, connected with, or resulting from the performance of this Contract unless the Claims are caused by the active negligence or willful misconduct of the Indemnified Parties and/or defects in design furnished by the



Architect, as found by a court or arbitrator of competent jurisdiction, in which case the Contractor’s indemnification and hold harmless obligation shall be reduced by the proportion of the Indemnitees’ and/or Architect’s liability.

**28.2** Contractor shall also, to the furthest extent permitted by California law, defend the Indemnified Parties at Contractor’s own expense, including attorneys’ fees and costs, from any and all Claims directly or indirectly arising from, arising out of, connected with, or resulting from the performance of this Contract unless the claims are caused by the active negligence or willful misconduct of the Indemnified Parties and/or defects in design furnished by the Architect, as found by a court or arbitrator of competent jurisdiction, in which case, without impacting Contractor’s obligation to provide an immediate and ongoing defense of the Indemnified Parties, the Contractor’s defense obligation shall be retroactively reduced by the proportion of the Indemnitees’ and/or Architect’s liability. The District shall have the right to accept or reject any legal representation that Contractor proposes to defend the District.

**28.3** Pursuant to Public Contract Code section 9201, the District shall provide timely notification to Contractor of the receipt of any third-party claim relating to this Contract. The District shall be entitled to recover its reasonable costs incurred in providing said notification.

**28.4** If the Indemnitees provide their own defense due to failure to timely respond to tender of defense, rejection of tender of defense, or conflict of interest of proposed counsel, Contractor shall reimburse Indemnitees for any expenditures, including reasonable attorney’s fees and costs.

**28.5** The District may retain so much of the moneys due the Contractor as shall be considered necessary, until disposition of any such suit, claims or actions for damages or until the District has received written agreement from the Contractor that it will unconditionally defend the Indemnified Parties, and pay any damages due by reason of settlement or judgment.

**28.6** The Contractor’s defense and indemnification obligations hereunder shall survive the completion of Work, including the warranty/guarantee period, and/or the termination of the Contract.

**29. PAYMENT BOND AND PERFORMANCE BOND:** Contractor shall not commence the Work until it has provided to the District, in a form acceptable to the District, a Payment (Labor and Material) Bond and a Performance Bond, each in an amount equivalent to one hundred percent (100%) of the Contract Price issued by a surety admitted to issue bonds in the State of California and otherwise acceptable to the District.

**30. CONTRACTOR’S INSURANCE:**

**30.1** The Contractor shall procure and maintain at all times it performs any portion of the Services the following insurance with minimum limits not less than the amount indicated below. If Contractor normally carries insurance in an amount greater than the minimum amounts required by District, that greater amount shall become the minimum required amount of insurance for purposes of the Contract. Therefore, Contractor hereby acknowledges and agrees that all insurance carried by it shall be deemed liability coverage for all actions it performs in connection with the Contract.

Type of Coverage	Minimum Requirement
<b>Commercial General Liability Insurance</b> , including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments	
Each Occurrence	\$ 2,000,000
General Aggregate	\$ 4,000,000
<b>Automobile Liability Insurance - Any Auto</b>	
Combined Single Limit	\$ 1,000,000
<b>Workers’ Compensation</b>	Statutory Limits
<b>Employer’s Liability</b>	\$ 1,000,000

**30.1.1 Commercial General Liability and Automobile Liability Insurance.** Commercial General Liability Insurance and Any Automobile Liability Insurance that shall protect the Contractor, the District, and the State from all claims of bodily injury, property damage, personal

injury, death, advertising injury, and medical payments arising performing any portion of the Services. (Form CG 0001 and CA 0001, or forms substantially similar, if approved by the District.)

**30.1.2 Workers' Compensation and Employers' Liability Insurance.** Workers' Compensation Insurance and Employers' Liability Insurance for all of its employees performing any portion of the Services. In accordance with provisions of section 3700 of the California Labor Code, the Contractor shall be required to secure workers' compensation coverage for its employees. If any class of employee or employees engaged in performing any portion of the Services under this Contract are not protected under the Workers' Compensation Statute, adequate insurance coverage for the protection of any employee(s) not otherwise protected must be obtained before any of those employee(s) commence performing any portion of the Services.

**30.2. Proof of Insurance.** The Contractor shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverage have been delivered in duplicate to the District and approved by the District. Certificates and insurance policies shall include the following:

**30.2.1.** Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation notice will be sent, and length of notice period.

**30.2.2.** A clause stating: "This policy shall not be canceled until notice has been mailed to the District, stating date of cancellation. Date of cancellation shall not be less than thirty (30) days after date of mailing notice."

**30.2.3.** An endorsement stating that the District and its Governing Board, agents, representatives, employees, trustees, officers, consultants, and volunteers are named additional insured under all policies except Workers' Compensation Insurance, and Employers' Liability Insurance.

**30.2.4.** All policies except the Workers' Compensation Insurance, and Employers' Liability Insurance Policies shall be written on an occurrence form.

**30.2.5.** An endorsement stating that Contractor's insurance policies shall be primary to any insurance or self-insurance maintained by District.

**30.2.6.** An endorsement stating that there shall be a waiver of any subrogation.

**30.2.7.** Contractor's insurance limit shall apply separately to each insured against whom a claim is made or suit is brought.

**30.3. Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the District.

**31. WARRANTY/QUALITY:** Unless a longer warranty is called for elsewhere in the Contract Documents, the Contractor, manufacturer, or their assigned agents shall guarantee the workmanship, product or service performed against defective workmanship, defects or failures of materials for a minimum period of one (1) year from filing the Notice of Completion with the county in which the Site is located. All workmanship and merchandise must be warranted to be in compliance with applicable California energy, conservation, environmental, and educational standards.

**32. CONFIDENTIALITY:** The Contractor shall maintain the confidentiality of all information, documents, programs, procedures, and all other items that Contractor encounters while performing the Contractor's Work to the extent allowed by law. This requirement shall be ongoing and shall survive the expiration or termination of this Contract and specifically includes all student, parent, and disciplinary information.

**33. LIMITATION OF DISTRICT LIABILITY:** District's financial obligations under this Contract shall be limited to the payment of the compensation provided in this Contract. Notwithstanding any other provision of this Contract, in no event shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, or lost bonding capacity, arising out of or in connection with this Contract for the services performed in connection with this Contract.

**34. 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.

**35. LABOR CODE REQUIREMENTS:** Contractor represents that Contractor and all Subcontractors shall not be presently debarred, suspended, proposed for disbarment, declared ineligible or excluded pursuant to either Labor Code section 1777.1 or Labor Code section 1777.7. The Contractor shall comply with all applicable provisions of the California Labor Code, Division 2, Part 7, Chapter 1, Articles 1 – 5, including, without limitation, the payment of the general prevailing per diem wage rates for public work projects of more than one thousand dollars (\$1,000). Copies of the prevailing rate of per diem wages are on file with the District or available online at <http://www.dir.ca.gov/>. In addition, the Contractor and each subcontractor shall comply with Section 1735 forbidding discrimination and Sections 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.

**35.1 Registration:** Contractor and its subcontractor(s) shall be registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 and in accordance with Labor Code section 1771.1.

**35.2 Registered Subcontractor List:** Within 30 days of the award of contract or prior to commencing the Work under this Contract, whichever occurs first, Contractor shall provide District all information required by Labor Code section 1773.3, as amended by Stats. 2017, Ch. 28, Sec. 21, for Company and all tiers of Subcontractors to enable District to provide notice to the Department of Industrial Relations (DIR) of the Contract (PWC-100 form). Contractor shall submit and maintain an updated Registered Subcontractor List including all Subcontractors of any tier furnishing labor, material, or equipment to the Project.

**35.3 Certified Payroll Records:** Contractor and its subcontractor(s) shall upload certified payroll records ("CPR") electronically using California Department of Industrial Relations' (DIR) eCPR System by uploading the CPRs by electronic XML file or entering each record manually using the DIR's iform (or current form) online directly to the DIR on no less than every 30 days while Work is being performed and within 30 days after the final day of Work performed on the Project, and within ten (10) days of any request by the District or Labor Commissioner at <http://www.dir.ca.gov/Public-Works/Certified-Payroll-Reporting.html> or current application and URL, showing the name, address, social security number, work classification, straight time, and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the Contractor and/or each subcontractor in connection with the Work.

**35.4 Labor Compliance:** Contractor shall perform the Work of the Project while complying with all the applicable regulations, including section 16000, et seq., of Title 8 of the California Code of Regulations and is subject to labor compliance monitoring and enforcement by the Department of Industrial Relations.

**36. ANTI-DISCRIMINATION:** Contractor herein agrees to comply with the provisions of the California Fair Employment and Housing Act as set forth in part 2.8 of division 3 of the California Government Code, commencing at section 12900; the Federal Civil Rights Act of 1964, as set forth in Public Law 88-352, and all amendments thereto; Executive Order 11246; and all administrative rules and regulations found to be applicable to Contractor and all of its subcontractors. In addition, the Contractor agrees to require like compliance by all its subcontractor(s).

**37. 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 SFP 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.

**38. 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.

**39. CONTRACTOR CLAIMS:** In the event of any demand by Contractor for (A) a time extension, including, without limitation, for relief from damages or penalties for delay assessed by the District under the Contract, (B) payment by the District of money or damages arising from work done by, or on behalf of, the Contractor pursuant to the Contract and payment of which is not otherwise expressly provided for or to which Contractor is not otherwise entitled to, or (C) an amount of payment disputed by the District, the parties shall attempt to resolve the dispute by those procedures set forth in Public Contract Code section 9204 and/or Article 1.5 (commencing with section 20104) of Chapter 1, Part, 3, Division 2, of the Public Contract Code, if applicable, the provisions of which are each attached hereto and incorporated herein by this reference. If a claim, or any portion thereof, remains in dispute upon satisfaction of all applicable dispute resolution requirements, the Contractor shall comply with all claims presentation requirements as provided in Chapter 1 (commencing with section 900) and Chapter 2 (commencing with section 910) of Part 3 of Division 3.6 of Title 1 of Government Code as a condition precedent to the Contractor's right to bring a civil action against the District. For purposes of those provisions, the running of the time within which a claim must be presented to the District shall be tolled from the time the Contractor submits its written claim until the time the claim is denied, including any time utilized by any applicable meet and confer process. Pending resolution of the dispute, Contractor and its subcontractors shall continue to perform the Work under the Contract and shall not cause a delay of the Work, including the disputed work, during any dispute, claim, negotiation, mediation, or arbitration proceeding, except by written agreement of the District.

**40. ATTORNEY FEES/COSTS:** Should litigation be necessary to enforce any terms or provisions of this Contract, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.

**41. TERMINATION:**

**41.1** If Contractor fails to perform the Services and Contractor's duties to the satisfaction of the District, or if Contractor fails to fulfill in a timely and professional manner Contractor's obligations under this Contract, or if Contractor violates any of the terms or provisions of this Contract, District shall have the right to terminate this Contract and/or Contractor's right to perform the Work of the Contract for cause effective immediately upon the District giving written notice thereof to the Contractor. The Contractor and its performance bond surety, if any, shall be liable for all damages caused to the District by reason of the Contractor's failure to perform and complete the Contract. In the event termination for cause is determined to have not been for cause, the termination shall be deemed to have been a termination for convenience effective as of the same date as the purported termination for cause.

**41.2** District shall also have the right in its sole discretion to terminate the Contract and/or Contractor's right to perform the Work of the Contract for its own convenience upon District giving three (3) days' written notice thereof to the Contractor. In case of a termination for convenience, Contractor shall be paid for the actual cost for labor, materials, and services performed including, without limitation, Contractor's and its subcontractor(s)' mobilization and or demobilization costs, that is unpaid and can be documented through timesheets, invoices, receipts, or otherwise. If Contractor objects to the termination for convenience, including disagreement on the actual cost, the District retains the right to all the option available to the District under a termination for cause.

**41.3** 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.

**42. 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.

**43. 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.

**44. CALCULATION OF TIME:** For the purposes of this Contract, "days" refers to calendar days unless otherwise specified.

**45. GOVERNING LAW:** This Contract shall be governed by and construed in accordance with the laws of the State of California with venue of any action in a County in which the District administration office is located.

**46. BINDING CONTRACT:** This Contract shall be binding upon the parties hereto and upon their successors and assigns, and shall inure to the benefit of said parties and their successors and assigns.

**47. 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.

**48. CAPTIONS AND INTERPRETATIONS:** Paragraph headings in this Contract are used solely for convenience, and shall be wholly disregarded in the construction of this Contract. No provision of this Contract shall be interpreted for or against a party because that party or its legal representative drafted such provision, and this Contract shall be construed as if jointly prepared by the parties.

**49. 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.

**50. 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.

**51. ENTIRE CONTRACT:** This Contract sets forth the entire agreement between the parties hereto and fully supersedes any and all prior agreements, understandings, written or oral, between the parties hereto pertaining to the subject matter thereof.

**52. NO ORAL MODIFICATIONS:** No oral agreement or conversation with any officer, agent, or employee of District, either before or after execution of Contract, shall affect or modify any of the terms or obligations contained in any of the documents comprising the Contract.

*[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]*

**Public Contract Code section 9204**

(a) The Legislature finds and declares that it is in the best interests of the state and its citizens to ensure that all construction business performed on a public works project in the state that is complete and not in dispute is paid in full and in a timely manner.

(b) Notwithstanding any other law, including, but not limited to, Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2, Chapter 10 (commencing with Section 19100) of Part 2, and Article 1.5 (commencing with Section 20104) of Chapter 1 of Part 3, this section shall apply to any claim by a contractor in connection with a public works project.

(c) For purposes of this section:

(1) "Claim" means a separate demand by a contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:

(A) A time extension, including, without limitation, for relief from damages or penalties for delay assessed by a public entity under a contract for a public works project.

(B) Payment by the public entity of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public works project and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled.

(C) Payment of an amount that is disputed by the public entity.

(2) "Contractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who has entered into a direct contract with a public entity for a public works project.

(3) (A) "Public entity" means, without limitation, except as provided in subparagraph (B), a state agency, department, office, division, bureau, board, or commission, the California State University, the University of California, a city, including a charter city, county, including a charter county, city and county, including a charter city and county, district, special district, public authority, political subdivision, public corporation, or nonprofit transit corporation wholly owned by a public agency and formed to carry out the purposes of the public agency.

(B) "Public entity" shall not include the following:

(i) The Department of Water Resources as to any project under the jurisdiction of that department.

(ii) The Department of Transportation as to any project under the jurisdiction of that department.

(iii) The Department of Parks and Recreation as to any project under the jurisdiction of that department.

(iv) The Department of Corrections and Rehabilitation with respect to any project under its jurisdiction pursuant to Chapter 11 (commencing with Section 7000) of Title 7 of Part 3 of the Penal Code.

(v) The Military Department as to any project under the jurisdiction of that department.

(vi) The Department of General Services as to all other projects.

(vii) The High-Speed Rail Authority.

(4) "Public works project" means the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind.

(5) "Subcontractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who either is in direct contract with a contractor or is a lower tier subcontractor.

(d) (1) (A) Upon receipt of a claim pursuant to this section, the public entity to which the claim applies shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the claimant a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, a public entity and a contractor may, by mutual agreement, extend the time period provided in this subdivision.

(B) The claimant shall furnish reasonable documentation to support the claim.

(C) If the public entity needs approval from its governing body to provide the claimant a written statement identifying the disputed portion and the undisputed portion of the claim, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the public entity shall have up to three days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide the claimant a written statement identifying the disputed portion and the undisputed portion.

(D) Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the

public entity issues its written statement. If the public entity fails to issue a written statement, paragraph (3) shall apply.

(2) (A) If the claimant disputes the public entity's written response, or if the public entity fails to respond to a claim issued pursuant to this section within the time prescribed, the claimant may demand in writing an conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the public entity shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(B) Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the public entity shall provide the claimant a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the public entity and the claimant sharing the associated costs equally. The public entity and claimant shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.

(C) For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

(D) Unless otherwise agreed to by the public entity and the contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.

(E) This section does not preclude a public entity from requiring arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program, if mediation under this section does not resolve the parties' dispute.

(3) Failure by the public entity to respond to a claim from a contractor within the time periods described in this subdivision or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the public entity's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the claimant.

(4) Amounts not paid in a timely manner as required by this section shall bear interest at 7 percent per annum.

(5) If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against a public entity because privity of contract does not exist, the contractor may present to the public entity a claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on their own behalf or on behalf of a lower tier subcontractor, that the contractor present a claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the claim be presented to the public entity shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the contractor shall notify the subcontractor in writing as to whether the contractor presented the claim to the public entity and, if the original contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.

(e) The text of this section or a summary of it shall be set forth in the plans or specifications for any public works project that may give rise to a claim under this section.

(f) A waiver of the rights granted by this section is void and contrary to public policy, provided, however, that (1) upon receipt of a claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable; and (2) a public entity may prescribe reasonable change order, claim, and dispute resolution procedures and requirements in addition to the provisions of this section, so long as the contractual provisions do not conflict with or otherwise impair the timeframes and procedures set forth in this section.

(g) This section applies to contracts entered into on or after January 1, 2017.

(h) Nothing in this section shall impose liability upon a public entity that makes loans or grants available through a competitive application process, for the failure of an awardee to meet its contractual obligations.

(i) This section shall remain in effect only until January 1, 2027, and as of that date is repealed, unless a later enacted statute that is enacted before January 1, 2027, deletes or extends that date.

**Public Contract Code sections 20104 – 20104.6**

**§ 20104.**

(a) (1) This article applies to all public works claims of three hundred seventy-five thousand dollars (\$375,000) or less which arise between a contractor and a local agency.

(2) This article shall not apply to any claims resulting from a contract between a contractor and a public agency when the public agency has elected to resolve any disputes pursuant to Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2.

(b) (1) "Public work" means "public works contract" as defined in Section 1101 but does not include any work or improvement contracted for by the state or the Regents of the University of California.

(2) "Claim" means a separate demand by the contractor for (A) a time extension, (B) payment of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public work and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to, or (C) an amount the payment of which is disputed by the local agency.

(c) The provisions of this article or a summary thereof shall be set forth in the plans or specifications for any work which may give rise to a claim under this article.

(d) This article applies only to contracts entered into on or after January 1, 1991.

**§ 20104.2.**

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

(a) The claim shall be in writing and include the documents necessary to substantiate the claim. Claims must be filed on or before the date of final payment. Nothing in this subdivision is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims.

(b) (1) For claims of less than fifty thousand dollars (\$50,000), the local agency shall respond in writing to any written claim within 45 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.

(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.

(3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 15 days after receipt of the further documentation or within a period of time no greater than that taken by the claimant in producing the additional information, whichever is greater.

(c) (1) For claims of over fifty thousand dollars (\$50,000) and less than or equal to three hundred seventy-five thousand dollars (\$375,000), the local agency shall respond in writing to all written claims within 60 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.

(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.

(3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 30 days after receipt of the further documentation, or within a period of time no greater than that taken by the claimant in producing the additional information or requested documentation, whichever is greater.

(d) If the claimant disputes the local agency's written response, or the local agency fails to respond within the time prescribed, the claimant may so notify the local agency, in writing, either within 15 days of receipt of the local agency's response or within 15 days of the local agency's failure to respond within the time prescribed, respectively, and demand an conference to meet and confer for settlement of the issues in dispute. Upon a demand, the local agency shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(e) Following the meet and confer conference, if the claim or any portion remains in dispute, the claimant may file a claim as provided in Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the claimant submits his or her written claim pursuant to subdivision (a) until the time that claim is denied as a result of the meet and confer process, including any period of time utilized by the meet and confer process.

(f) This article does not apply to tort claims and nothing in this article is intended nor shall be construed to change the time periods for filing tort claims or actions specified by Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code.



**§ 20104.4.**

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

(a) Within 60 days, but no earlier than 30 days, following the filing or responsive pleadings, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court or by stipulation of both parties. If the parties fail to select a mediator within the 15-day period, any party may petition the court to appoint the mediator.

(b) (1) If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act (Title 4 (commencing with Section 2016.010) of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

(2) Notwithstanding any other provision of law, upon stipulation of the parties, arbitrators appointed for purposes of this article shall be experienced in construction law, and, upon stipulation of the parties, mediators and arbitrators shall be paid necessary and reasonable hourly rates of pay not to exceed their customary rate, and such fees and expenses shall be paid equally by the parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division. In no event shall these fees or expenses be paid by state or county funds.

(3) In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, any party who after receiving an arbitration award requests a trial de novo but does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, pay the attorney's fees of the other party arising out of the trial de novo.

(c) The court may, upon request by any party, order any witnesses to participate in the mediation or arbitration process.

**§ 20104.6.**

(a) No local agency shall fail to pay money as to any portion of a claim which is undisputed except as otherwise provided in the contract.

(b) In any suit filed under Section 20104.4, the local agency shall pay interest at the legal rate on any arbitration award or judgment. The interest shall begin to accrue on the date the suit is filed in a court of law.

END OF DOCUMENT

**PERFORMANCE BOND**  
(100% OF CONTRACT PRICE)

**(NOTE: CONTRACTOR MUST USE THIS FORM, NOT A SURETY COMPANY FORM.)**

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the Governing Board ("Board") of the Tahoe Truckee Unified School District ("District") and \_\_\_\_\_ ("Principal") have entered into a contract ("Agreement") for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to perform the following project:

\_\_\_\_\_ (Project Name)

("Project") which Agreement dated \_\_\_\_\_, 20\_\_\_\_, and all of the Contract Documents attached to or forming a part of the Agreement, are hereby referred to and made a part hereof; and

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

NOW, THEREFORE, the Principal and \_\_\_\_\_ ("Surety") are held and firmly bound unto the Board of the District in the penal sum of

\_\_\_\_\_

Dollars (\$\_\_\_\_\_), lawful money of the United States, for the payment of which sum well and truly to be made we bind ourselves, our heirs, executors, administrators, successors, and assigns jointly and severally, firmly by these presents, to:

- Perform all the work required to complete the Project; and
- Pay to the District all damages the District incurs as a result of the Principal's failure to perform all the Work required to complete the Project.

The condition of the obligation is such that, if the above bounden Principal, his or its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, and agreements in the Agreement and any alteration thereof made as therein provided, on his or its part to be kept and performed at the time and in the intent and meaning, including all contractual guarantees and warranties of materials and workmanship, and shall indemnify and save harmless the District, its trustees, officers and agents, as therein stipulated, then this obligation shall become null and void, otherwise it shall be and remain in full force and virtue.

Surety expressly agrees that the District may reject any contractor or subcontractor proposed by Surety to fulfill its obligations in the event of default by the Principal. Surety shall not utilize Principal in completing the Work nor shall Surety accept a Bid from Principal for completion of the Work if the District declares the Principal to be in default and notifies Surety of the District's objection to Principal's further participation in the completion of the Work.

As a condition precedent to the satisfactory completion of the Agreement, the above obligation shall hold good for a period equal to the warranty and/or guarantee period of the Agreement, during which time Surety's obligation shall continue if Contractor shall fail to make full, complete, and satisfactory repair and replacements and totally protect the District from loss or damage resulting from or caused by defective materials or faulty workmanship. The obligations of Surety hereunder shall continue so long as any obligation of Contractor remains. Nothing herein shall limit the District's rights or the Contractor or Surety's obligations under the Agreement, law or equity, including, but not limited to, California Code of Civil Procedure section 337.15.

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

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

(Affix Corporate Seal)

\_\_\_\_\_  
Principal

\_\_\_\_\_  
By

\_\_\_\_\_  
Surety

\_\_\_\_\_  
By

\_\_\_\_\_  
Name of California Agent of Surety

\_\_\_\_\_  
Address of California Agent of Surety

\_\_\_\_\_  
Telephone No. of California Agent of Surety

**Contractor must attach a Notarial Acknowledgment for all Surety's signatures and a Power of Attorney and Certificate of Authority for Surety. The California Department of Insurance must authorize the Surety to be an admitted surety insurer.**

END OF DOCUMENT

**PAYMENT BOND**

Contractor's Labor & Material Bond  
(100% Of Contract Price)

**(Note: Contractor MUST use this form, NOT a surety company form.)**

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the Governing Board ("Board") of the Tahoe Truckee Unified School District (or "District") and \_\_\_\_\_, ("Principal") have entered into a contract ("Agreement") for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to perform the following project:

\_\_\_\_\_ (Project Name)  
("Project") which Agreement dated \_\_\_\_\_, 20\_\_\_\_, and all of the Contract Documents attached to or forming a part of the Agreement, are hereby referred to and made a part hereof; and

WHEREAS, pursuant to law and the Contract, the Principal is required, before entering upon the performance of the Work, to file a good and sufficient bond with the body by which the Agreement is awarded in an amount equal to one hundred percent (100%) of the Contract price, to secure the claims to which reference is made in sections 9000 through 9510 and 9550 through 9566 of the Civil Code, and division 2, part 7, of the Labor Code.

NOW, THEREFORE, the Principal and \_\_\_\_\_ ("Surety") are held and firmly bound unto all laborers, material men, and other persons referred to in said statutes in the sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_), lawful money of the United States, being a sum not less than the total amount payable by the terms of Contract, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, or assigns, jointly and severally, by these presents.

The condition of this obligation is that if the Principal or any of his or its subcontractors, of the heirs, executors, administrators, successors, or assigns of any, all, or either of them shall fail to pay for any labor, materials, provisions, provender, 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 required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Principal or any of his or its subcontractors of any tier under Section 13020 of the Unemployment Insurance Code with respect to such work or labor, that the Surety will pay the same in an amount not exceeding the amount herein above set forth, and also in case suit is brought upon this bond, will pay a reasonable attorney's fee to be awarded and fixed by the Court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under section 9100 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void; otherwise it shall be and remain in full force and affect.

And the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of Agreement or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration, or addition.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

(Affix Corporate Seal)

\_\_\_\_\_  
Principal

\_\_\_\_\_  
By

\_\_\_\_\_  
Surety

\_\_\_\_\_  
By

\_\_\_\_\_  
Name of California Agent of Surety

\_\_\_\_\_  
Address of California Agent of Surety

\_\_\_\_\_  
Telephone No. of California Agent of Surety

**Contractor must attach a Notarial Acknowledgment for all Surety's signatures and a Power of Attorney and Certificate of Authority for Surety. The California Department of Insurance must authorize the Surety to be an admitted surety insurer.**

END OF DOCUMENT

**WORKERS' COMPENSATION CERTIFICATION**

PROJECT/CONTRACT NO.: 24-31-09 between Tahoe Truckee Unified School District ("District") and Bridges Restoration LLC, dba West Coast ("Contractor") ("Contract" or "Project").

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; and/or
- 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: 8/7/2024

Proper Name of Contractor: BRIDGES RESTORATION, LLC. DBA WEST COAST FIRE AND WATER

Signature: 

Print Name: ISAAC REYES

Title: SENIOR PROJECT MANAGER

(In accordance with Labor Code sections 1860 and 1861, the above certificate must be signed and filed with the awarding body prior to performing any Work under this Contract.)

END OF DOCUMENT

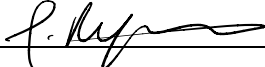
**PREVAILING WAGE AND  
RELATED LABOR REQUIREMENTS CERTIFICATION**

PROJECT/CONTRACT NO.: 24-31-09 between Tahoe Truckee Unified School District ("District") and Bridges Restoration LLC, dba West Coast ("Contractor") ("Contract" or "Project").

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

Date: 8/7/2024

Proper Name of Contractor: BRIDGES RESTORATION, LLC DBA WEST COAST FIRE AND WATER

Signature: 

Print Name: ISAAC REYES

Title: SENIOR PROJECT MANAGER

END OF DOCUMENT

**DRUG-FREE WORKPLACE CERTIFICATION**

PROJECT/CONTRACT NO.: 24-31-09 between Tahoe Truckee Unified School District ("District") and Bridges Restoration LLC, dba West Coast ("Contractor") ("Contract" or "Project").

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

The District is not a "state agency" as defined in the applicable section(s) of the Government Code, but the District is a local agency and public school district under California law and requires all contractors on District projects to comply with the provisions and requirements of Government Code section 8350 et seq., the Drug-Free Workplace Act of 1990.

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

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

- a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace and specifying actions which will be taken against employees for violations of the prohibition.
- b. Establishing a drug-free awareness program to inform employees about all of the following:
  - (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 above, and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

I, the undersigned, agree to fulfill the terms and requirements of Government Code section 8355 listed above and will publish a statement notifying employees concerning (a) the



prohibition of controlled substance at the workplace, (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the performance of the Contract be given a copy of the statement required by section 8355(a), and requiring that the employee agree to abide by the terms of that statement.

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

I acknowledge that I am aware of the provisions of Government Code section 8350 et seq. and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990 and Health and Safety Code section 11362.3.

Date: 8/7/2024

Proper Name of Contractor: BRIDGES RESTORATION, LLC. DBA WEST COAST FIRE AND WATER

Signature: 

Print Name: ISAAC REYES

Title: SENIOR PROJECT MANAGER

END OF DOCUMENT

**TOBACCO-FREE ENVIRONMENT CERTIFICATION**

PROJECT/CONTRACT NO.: 24-31-09 between Tahoe Truckee Unified School District ("District") and Bridges Restoration LLC, dba West Coast ("Contractor") ("Contract" or "Project").

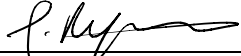
This Tobacco-Free Environment Certification form is required from the successful Bidder.

Pursuant to, without limitation, 20 U.S.C. section 6083, Labor Code section 6400 et seq., Health & Safety Code section 104350 et seq., Business and Professions Code section 22950 et seq. and District Board Policies, all District sites, including the Project site, are tobacco-free environments. Smoking and the use of tobacco products by all persons is prohibited on or in District property. District property includes school buildings, school grounds, school owned vehicles and vehicles owned by others while on District property. The prohibition on smoking includes the use of any electronic smoking device that creates an aerosol or vapor, in any manner or in any form, and the use of any oral smoking device for the purpose of circumventing the prohibition of tobacco smoking. Further, Health & Safety Code section 11362.3 prohibits the smoking or use of cannabis or cannabis products in any place where smoking tobacco is prohibited.

I acknowledge that I am aware of the District's policy regarding tobacco-free environments at District sites, including the Project site and hereby certify that I will adhere to the requirements of that policy and not permit any of my firm's employees, agents, subcontractors, or my firm's subcontractors' employees or agents to use tobacco and/or smoke on the Project site.

Date: 8/7/2024

Proper Name of Contractor: BRIDGES RESTORATION, LLC. DBA WEST COAST FIRE AND WATER

Signature: 

Print Name: ISAAC REYES

Title: SENIOR PROJECT MANAGER

END OF DOCUMENT

**DRUG AND ALCOHOL-FREE SCHOOLS CERTIFICATION**

PROJECT/CONTRACT NO.: 24-31-09 between Tahoe Truckee Unified School District ("District") and Bridges Restoration LLC, dba West Coast ("Contractor") ("Contract" or "Project").

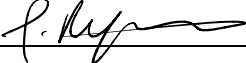
Pursuant to, without limitation, District Board policies, all District sites, including the Project site, are drug and alcohol-free schools. Possession, use, or sale of drugs and alcohol is prohibited at any time in district-owned or leased buildings, on district property, and in district vehicles unless otherwise permitted by law.

I acknowledge that I am aware of the District's policy regarding drug and alcohol-free schools, including the Project site and hereby certify that I will adhere to the requirements of that policy and not permit any of my firm's employees, agents, subcontractors, or my firm's subcontractors' employees or agents, to possess, use or sell:

- 1. Any substance which may not lawfully be possessed, used, or sold in California.
- 2. Cannabis or cannabis products (Health and Safety Code, § 11362.3; 21 USC §§ 812, 844).
- 3. Alcohol beverages, unless approved by the Superintendent or designee for limited purposes specified in Business and Professions Code section 25608.

Date: 8/7/2024

Proper Name of Contractor: BRIDGES RESTORATION, LLC DBA WEST COAST FIRE AND WATER

Signature: 

Print Name: ISAAC REYES

Title: SENIOR PROJECT MANAGER

END OF DOCUMENT

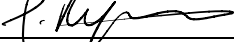
**HAZARDOUS MATERIALS CERTIFICATION**

PROJECT/CONTRACT NO.: 24-31-09 between Tahoe Truckee Unified School District ("District") and Bridges Restoration LLC, dba West Coast ("Contractor") ("Contract" or "Project").

- 1. Contractor hereby certifies that no Asbestos, or Asbestos-Containing Materials, polychlorinated biphenyl (PCB), or any material listed by the federal or state Environmental Protection Agency or federal or state health agencies as a hazardous material, or any other material defined as being hazardous under federal or state laws, rules, or regulations ("New Hazardous Material"), shall be furnished, installed, or incorporated in any way into the Project or in any tools, devices, clothing, or equipment used to affect any portion of Contractor's work on the Project for District.
- 2. Contractor further certifies that it has instructed its employees with respect to the above-mentioned standards, hazards, risks, and liabilities.
- 3. 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 (0.1%) asbestos shall be defined as asbestos-containing material.
- 4. 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.
- 5. All Work or materials found to be New Hazardous Material or Work or material installed with equipment containing "New Hazardous Material" will be immediately rejected and this Work will be removed at Contractor's expense at no additional cost to the District.
- 6. Contractor has read and understood the document Hazardous Materials Procedures & Requirements, and shall comply with all the provisions outlined therein. Contractor certifies that it is knowledgeable of, and shall comply with, all laws applicable to the Work including, but not limited to, all federal, state, and local laws, statutes, standards, rules, regulations, and ordinances applicable to the Work.

Date: 8/7/2024

Proper Name of Contractor: BRIDGES RESTORATION, LLC. DBA WEST COAST FIRE AND WATER

Signature: 

Print Name: ISAAC REYES

Title: SENIOR PROJECT MANAGER

END OF DOCUMENT

**LEAD-BASED MATERIALS CERTIFICATION**

PROJECT/CONTRACT NO.: 24-31-09 between Tahoe Truckee Unified School District ("District") and Bridges Restoration LLC, dba West Coast ("Contractor") ("Contract" or "Project").

This certification provides notice to the Contractor that:

- (1) Contractor's work may disturb lead-containing building materials.
- (2) Contractor shall notify the District if any work may result in the disturbance of lead-containing building materials.
- (3) Contractor shall comply with the Renovation, Repair and Painting Rule, if lead-based paint is disturbed in a six-square-foot or greater area indoors or a 20-square-foot or greater area outdoors.

**1. Lead as a Health Hazard**

Lead poisoning is recognized as a serious environmental health hazard facing children today. Even at low levels of exposure, much lower than previously believed, lead can impair the development of a child's central nervous system, causing learning disabilities, and leading to serious behavioral problems. Lead enters the environment as tiny lead particles and lead dust disburse when paint chips, chalks, peels, wears away over time, or is otherwise disturbed. Ingestion of lead dust is the most common pathway of childhood poisoning; lead dust gets on a child's hands and toys and then into a child's mouth through common hand-to-mouth activity. Exposures may result from construction or remodeling activities that disturb lead paint, from ordinary wear and tear of windows and doors, or from friction on other surfaces.

Ordinary construction and renovation or repainting activities carried out without lead-safe work practices can disturb lead-based paint and create significant hazards. Improper removal practices, such as dry scraping, sanding, or water blasting painted surfaces, are likely to generate high volumes of lead dust.

Because the Contractor and its employees will be providing services for the District, and because the Contractor's work may disturb lead-containing building materials, CONTRACTOR IS HEREBY NOTIFIED of the potential presence of lead-containing materials located within certain buildings utilized by the District. All school buildings built prior to 1978 are presumed to contain some lead-based paint until sampling proves otherwise.

**2. Overview of California Law**

Education Code section 32240 et seq. is known as the Lead-Safe Schools Protection Act. Under this act, the Department of Health Services is to conduct a sample survey of schools in the State of California for the purpose of developing risk factors to predict lead contamination in public schools. (Ed. Code, § 32241.)

Any school that undertakes any action to abate existing risk factors for lead is required to utilize trained and state-certified contractors, inspectors, and workers. (Ed. Code, § 32243, subd. (b).) Moreover, lead-based paint, lead plumbing, and solders, or other potential sources of lead contamination, shall not be utilized in the construction of any new school facility or the modernization or renovation of any existing school facility. (Ed. Code, § 32244.)

Both the Federal Occupational Safety and Health Administration ("Fed/OSHA") and the California Division of Occupational Safety and Health ("Cal/OSHA") have implemented safety orders applicable to all construction work where a contractor's employee may be occupationally exposed to lead.

The OSHA Regulations apply to all construction work where a contractor's employee may be occupationally exposed to lead. The OSHA Regulations contain specific and detailed requirements imposed on contractors subject to that regulation. The OSHA Regulations define construction work as work for construction, alteration, and/or repair, including painting and decorating. It includes, but is not limited to, the following:

- a. Demolition or salvage of structures where lead or materials containing lead are present;
- b. Removal or encapsulation of materials containing lead;
- c. New construction, alteration, repair, or renovation of structures, substrates, or portions thereof, that contain lead, or materials containing lead;
- d. Installation of products containing lead;
- e. Lead contamination/emergency cleanup;
- f. Transportation, disposal, storage, or containment of lead or materials containing lead on the site or location at which construction activities are performed; and
- g. Maintenance operations associated with the construction activities described in the subsection.

Because it is assumed by the District that all painted surfaces (interior as well as exterior) within the District contain some level of lead, it is imperative that the Contractor, its workers and subcontractors fully and adequately comply with all applicable laws, rules and regulations governing lead-based materials (including title 8, California Code of Regulations, section 1532.1).

Contractor shall notify the District if any Work may result in the disturbance of lead-containing building materials. Any and all Work that may result in the disturbance of lead-containing building materials shall be coordinated through the District. A signed copy of this Certification shall be on file prior to beginning Work on the Project, along with all current insurance certificates.

### **3. Renovation, Repair and Painting Rule, Section 402(c)(3) of the Toxic Substances Control Act**

The EPA requires lead safe work practices to reduce exposure to lead hazards created by renovation, repair and painting activities that disturb lead-based paint. Pursuant to the Renovation, Repair and Painting Rule (RRP), renovations in homes, childcare facilities, and schools built prior to 1978 must be conducted by certified renovations firms, using renovators with training by a EPA-accredited training provider, and fully and adequately complying with all applicable laws, rules and regulations governing lead-based materials, including those rules and regulations appearing within title 40 of the Code of Federal Regulations as part 745 (40 CFR 745).

The RRP requirements apply to all contractors who disturb lead-based paint in a six-square-foot or greater area indoors or a 20-square-foot or greater area outdoors. If a DPH-certified inspector or risk assessor determines that a home constructed before 1978 is lead-free, the federal certification is not required for anyone working on that particular building.

**4. Contractor's Liability**

If the Contractor fails to comply with any applicable laws, rules, or regulations, and that failure results in a site or worker contamination, the Contractor will be held solely responsible for all costs involved in any required corrective actions, and shall defend, indemnify, and hold harmless the District, pursuant to the indemnification provisions of the Contract, for all damages and other claims arising therefrom.

If lead disturbance is anticipated in the Work, only persons with appropriate accreditation, registrations, licenses, and training shall conduct this Work.

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

The Contractor shall provide the District with any sample results prior to beginning Work, during the Work, and after the completion of the Work. The District may request to examine, prior to the commencement of the Work, the lead training records of each employee of the Contractor.

THE CONTRACTOR HEREBY ACKNOWLEDGES, UNDER PENALTY OF PERJURY, THAT IT:

- 1. HAS RECEIVED NOTIFICATION OF POTENTIAL LEAD-BASED MATERIALS ON THE OWNER'S PROPERTY;
- 2. IS KNOWLEDGEABLE REGARDING AND WILL COMPLY WITH ALL APPLICABLE LAWS, RULES, AND REGULATIONS GOVERNING WORK WITH, AND DISPOSAL, OF LEAD.

THE UNDERSIGNED WARRANTS THAT HE/SHE HAS THE AUTHORITY TO SIGN ON BEHALF OF AND BIND THE CONTRACTOR. THE DISTRICT MAY REQUIRE PROOF OF SUCH AUTHORITY.

Date: 8/7/2024

Proper Name of Contractor: BRIDGES RESTORATION, LLC. DBA WEST COAST FIRE AND WATER

Signature: [Handwritten Signature]

Print Name: ISAAC REYES


Title: SENIOR PROJECT MANAGER

END OF DOCUMENT

By my signature below, I hereby certify that, to the best of my knowledge, the contents of this disclosure are true, or are believed to be true. I further certify on behalf of the Firm that I am aware of section 3000 et seq. of the California Public Contract Code, and the sections referenced therein regarding the penalties for providing false information or failing to disclose a financial relationship in this disclosure. I further certify that I am authorized to make this certification on behalf of the Firm.

Date: 8/7/2024

Proper Name of Firm: BRIDGES RESTORATION, LLC. DBA WEST COAST FIRE AND WATER

Signature: 

Print Name: ISAAC REYES

Title: SENIOR PROJECT MANAGER

END OF DOCUMENT



**CRIMINAL BACKGROUND  
INVESTIGATION/ FINGERPRINTING CERTIFICATION**

The undersigned does hereby certify to the District that I am a representative of the Contractor currently under contract with the District; that I am familiar with the facts herein certified; and that I am authorized and qualified to execute this certificate on behalf of Contractor.

Contractor certifies that it has taken at least one of the following actions (check all that apply):

- Pursuant to Education Code section 45125.2(a), Contractor has installed or will install, prior to commencement of Work, a physical barrier at the Work Site, that will limit contact between Contractor's employees, Subcontractors or suppliers and District pupils at all times; and/or
- Pursuant to Education Code section 45125.2(a), 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 ("DOJ") has ascertained, or as described below, will ascertain, has not been convicted of a violent or serious felony. The name and title of the employee who will be supervising Contractor's and its subcontractors' or suppliers' employees is:

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

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

**NOTE:** If Contractor is a sole proprietor, and elects the above option, Contractor must have the above-named employee's fingerprints prepared and submitted by District for submission to the DOJ, in accordance with Education Code section 45125.1(h). No work shall commence until such determination by DOJ has been made.

- Pursuant to Education Code section 45125.2(a), the District will take appropriate steps to protect the safety of any pupils that may come in contact with Contractor's employees, subcontractors or suppliers so that the fingerprinting and criminal background investigation requirements of Education Code section 45125.2 shall not apply to Contractor under the Contract.
- The Work on the Contract is either (i) at an unoccupied school site and no employee of Contractor and/or subcontractor or supplier of any tier of the Contract shall come in contact with the District pupils or (ii) if Contractor's employees or any subcontractor or supplier of any tier of the Contract interacts with pupils, outside of the immediate supervision and control of the pupil's parent or guardian or a school employee, the District will take appropriate steps to protect the safety of any pupils that may come in contact with Contractor's employees, subcontractors or suppliers so that the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 shall not apply to Contractor under the Contract.

The Contractor, who is not a sole proprietor, has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all Contractor’s employees and all of its Subcontractors’ employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and the DOJ has determined (A) that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122.1 and/or (B) that the prohibition does not apply to an employee as provided by Education Code section 45125.1(e)(2) or (3). When the Contractor performs the criminal background check, it shall immediately provide any subsequent arrest and conviction information it receives to the District pursuant to the subsequent arrest service. No work shall commence until the Department of Justice ascertains that Contractor’s employees and any subcontractors’ employees have not been convicted of a felony as 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 as ATTACHMENT "A;" and/or**

The Contractor is a sole proprietor and intends to comply with the fingerprinting requirements of Education Code section 45125.1(h) with respect to all Contractor’s employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and hereby agrees to the District’s preparation and submission of fingerprints such that the DOJ may determine (A) that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122.1 and/or (B) that the prohibition does not apply to an employee as provided by Education Code section 45125.1(e)(2) or (3). No work shall commence until the Department of Justice ascertains that Contractor’s employees and any subcontractors’ employees have not been convicted of a felony as defined in Education Code Section 45122.1.

Contractor’s responsibility for background clearance extends to all of its employees, Subcontractors or suppliers, and employees of Subcontractors or suppliers 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: \_\_\_\_\_



**REGISTERED SUBCONTRACTORS LIST**  
**(Labor Code Section 1771.1)**

PROJECT: NT Campus Water Damage Restoration

Date Submitted (for Updates): \_\_\_\_\_

Contractor acknowledges and agrees that it must clearly set forth below the name and Department of Industrial Relations (DIR) registration number of each subcontractor **for all tiers** who will perform work or labor or render service to Contractor or its subcontractors in or about the construction of the Work **at least two (2) weeks before the subcontractor is scheduled to perform work**. This document is to be updated as all tiers of subcontractors are identified.

Contractor acknowledges and agrees that, if Contractor fails to list as to any subcontractor of any tier who performs any portion of Work, the Contract is subject to cancellation and the Contractor will be subjected to penalty under applicable law.

If further space is required for the list of proposed subcontractors, attach additional copies of page 2 showing the required information, as indicated below.

**Subcontractor Name:** \_\_\_\_\_  
DIR Registration #: \_\_\_\_\_  
Portion of Work: \_\_\_\_\_

**Subcontractor Name:** \_\_\_\_\_  
DIR Registration #: \_\_\_\_\_  
Portion of Work: \_\_\_\_\_

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DIR Registration #: \_\_\_\_\_  
Portion of Work: \_\_\_\_\_

**Subcontractor Name:** \_\_\_\_\_  
DIR Registration #: \_\_\_\_\_  
Portion of Work: \_\_\_\_\_

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

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

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

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

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

END OF DOCUMENT

# Exhibit "A"



## WCFW

5846 Live Oak Dr. #1  
Kelseyville, Ca 95451  
Phone: 1(888)617-3786  
Fax: 1(888)411-9985  
Federal Employer Identification Number #90-0725162  
service@westcoastfireandwater.com

Insured: North Tahoe Middle School- High School  
Property:  
Docusketch, HI 1  
Business: 29454 Polaris Rd  
Tahoe City, CA 96145

Cellular: (530) 308-6489  
E-mail: Docusketch

Estimator: DJ Meyer  
Company: Bridges Construction  
Business: 5846 Live Oak Dr  
Kelseyville, CA 95451

Cellular: (707) 530-3003  
E-mail: dj@bridgesconstruction.com

**Claim Number:** 2086450

**Policy Number:**

**Type of Loss:**

Date of Loss:  
Date Inspected:

Date Received:  
Date Entered: 7/20/2024 2:31 AM

Price List: CAST8X\_JUL24  
Restoration/Service/Remodel  
Estimate: TAHOE1



## WCFW

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**Scope of Work:** This scope of work is for **Estimating Only**. This is not a contract nor is it to be used as a contract document. Once An approved amount has been established, A contract will be produced outlining the work to be performed for the dollar amount agreed upon. This Document is only used as a tool for our estimators to document their notes and to reach an appropriate dollar amount for the work requested as a whole. This Document will not be used for any change orders or credits after the contract has been signed.

A new Xactimate scope will be used to re estimate any requested or required change orders

**Xactimate:** This **estimate** was written using Xactimate, an industry standard, independent third-party pricing database which has a history of reliability for the type of repairs outlined below. This **estimate** reflects current pricing that is competitive within the construction industry. Any additional supplements or change orders will also reflect similarly competitive pricing plus the addition of reasonable Overhead and Profit.

**Supplements/Change Orders:** Changes after work has begun can be costly and time consuming. Any supplements and/or change orders to this **estimate** will alter the costs and will likely delay the completion of this project. Bridges Construction cannot be held responsible in any way for unforeseen delays that would be caused by changes in the scope.

**Job-Site Notes:** If there are contents being stored on site that need to be moved during repairs, great care will be taken to move/protect those as needed. Bridges Construction always recommends however, that breakable and/or valuable contents be removed before any repairs begin. If the decision is made to leave these in place during construction, we cannot be held responsible for damage that may occur.

Caution will be exercised in all phases of construction, however if a material is unintentionally damaged, and was intended for re-installation, a supplemental **estimate** may be supplied to the appropriate financial party for approval to have Bridges Construction complete the additional repair needs.

**Materials/Finishes:** The replacement materials used during repairs will be similar matching grains, quality, and texture, but may not be exact. Paint applied to original materials with potential flaws (dents, paint runs, etc.), will not be corrected and may be visible after repairs are completed. In the event that the customer is unhappy with the new match or paint job, Bridges Construction reserves the right to provide a supplement to the appropriate responsible party.

**Permits, Plans, Code Upgrades:** As normally noted within the **estimate**, all permits, fees, planning charges, and code upgrades are not included unless otherwise noted. These items will be supplemented to the financially responsible party once they are incurred. Reasonable Overhead and Profit will be added.

**Project Management:** Once your contract has been completed and your deposit has been paid, a Project Manager will be assigned to take care of your specific needs regarding this scope of work. You will find that your Project Manager along with our office staff will help guide you through all selections, scheduling, and product budgets to additionally assure your satisfaction.

We at Bridges Construction appreciate your business. We strive for excellence and integrity in all phases of our work, including estimates that are fair, concise and accurate. If you have any questions or concerns, please let us know.

Thank you for choosing Bridges Construction. We look forward to working with you on this project and future ones!

Please find our enclosed bid for the repairs needed due to your needed work. Our total **estimate** for the repairs is \$396,239.31

**\*Please note. Price only valid for 30 Days from initial date estimate is provided**

**Date Printed: 8/1/2024**

Respectfully,

DJ Meyer

Project Estimator

Bridges Construction

Business Fax: 888-447-8641

Office: 707-263-4000

Cell: 707-530-3003

[Dj@BridgesConstruction.com](mailto:Dj@BridgesConstruction.com)

[Office@BridgesConstruction.com](mailto:Office@BridgesConstruction.com)

**(PLEASE INCLUDE BOTH EMAILS IN ALL CORRESPONDENCES)**



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**TAHOE1**  
**Source - DocuSketch**  
**Main Level**

**Main Level**

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
<b>*****General*****</b>						
1. Commercial Supervision / Project Management - per hour	127.90 HR	0.00	88.90	0.00	2,842.58	14,212.89





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**CONTINUED - Main Level**

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
-------------	-----	--------	---------	-----	-----	-------

Due to the General Nature and complexity of Construction projects carried out by a licensed Contractor Vs simple fixes or punch lists carried out by a "Handyman", Dedicated and assigned supervisors are essential to the success of a construction project. The distinction and the need for supervisors is a standard in the general contractor world. In a handyman scenario, The property owner or paying party is essentially acting as the "General"

A general contractor is involved in a project once there is the need for multiple trades. Otherwise, the task is delegated to a single trade subcontractor or handyman. Anytime there are multiple trades and the need for permitted work involved, a licensed professional must be the one to perform the repairs. With Multiple trades, that generally eliminates sub contractors and with permits then generally eliminates handymen, leaving only general contractors suitable to carry out the responsibilities of the repairs.

Due to the size, complexity and the number of trades involved in the vast majority of projects executed by a general contractor, a superintendent/project manager is required to ensure that the trades are being executed in accord with a workmanship manner and in the optimal order.

The law requires that a contractor (or subcontractor) provide adequate supervision for their construction project. Construction contracts generally imply a duty to provide sufficient supervisory personnel on the project. Moreover, Contractors have a duty to perform work in a good and workmanlike manner, in all jurisdictions, the contractor has an implied covenant that the work performed will be fit and proper for its intended use. The implied covenant encompasses the quality of both the work and materials. In direct result of the obligation to both manage the project and ensure the work is conducted in a good and workmanlike manner.

O&P = Overhead & Profit

Profit:

Profit is not meant to be in any way tied to actual work performed. Profit is how companies stay afloat. This is reserved for growth and reserves in hard times.

Overhead

Taken from "investopedia.com"

Overhead includes all ongoing business expenses not including or related to direct labor or direct materials used in creating a product or service. A company must pay overhead on an ongoing basis, regardless of how much or how little the company is selling

The estimator as the person doing the estimating is overhead. Our office staff sitting at the desks are overhead. Our fleet of vehicles are overhead. The rent of our building is overhead, our licensing and insurance is overhead.

Supervisor hours are put in very conservatively in our estimates. Supervisors are feet on the ground performing direct labor on each job site.

2. Prevailing Wage	1,151.11 HR	0.00	56.14	0.00	16,155.84	80,779.16
Prevailing Wage Labor Burden						
3. Tandem axle dump trailer - per load - including dump fees	4.00 EA	368.57	0.00	0.00	368.58	1,842.86



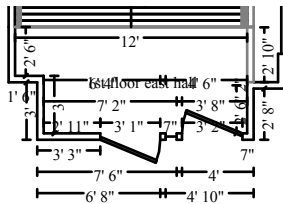
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**CONTINUED - Main Level**

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
Contemplates cost to responsibly recycle non-salvageable and waste building materials.						
4. General Laborer - per hour	360.00 HR	0.00	56.14	0.00	5,052.60	25,263.00
Drive time one way from Sacramento per day 6 men for 5 days a week for 6 weeks						
<b>*****General Cleaning*****</b>						
5. General clean - up	HR	0.00	64.09	0.00	0.00	0.00
Represents the cost to clean the construction traffic area, and sweep driveway/street for misc debris. Daily cleanup for 15 minutes per day. Control and Manage Daily Garbage Production, Saw Dust From Cutting, Material Packaging, Material Cutoff Waste, Disposables supplies waste						
6. Final cleaning - construction - Commercial	4,685.25 SF	0.00	0.29	0.00	339.68	1,698.40
<b>*****Fees / As Incurred Items*****</b>						
7. Taxes, insurance, permits & fees (Bid Item)	1.00 EA					AS INCURRED
<b>***Temporary Services***</b>						
8. Temporary toilet (per month)	2.00 MO	0.00	248.00	0.00	124.00	620.00
OSHA requires contractors to provide portable toilets for jobsite workers under per <u>Standard 1926.51</u> , which says employers must furnish: ... One toilet seat and one urinal per 40 workers when an employer has 20 employees or more. One toilet seat and one urinal per 50 workers when an employer has 200 employees or more.						
9. Temporary hand washing station (per month)	2.00 MO	0.00	242.04	0.00	121.02	605.10
Total: Main Level				0.00	25,004.30	125,021.41

**Common Area  
1st floor east hall**



**1st floor east hall**

**Height: 10'**

167.97 SF Walls	61.62 SF Ceiling
229.59 SF Walls & Ceiling	61.62 SF Floor
6.85 SY Flooring	13.94 LF Floor Perimeter
20.17 LF Ceil. Perimeter	

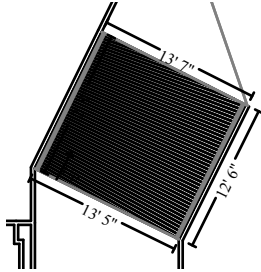
<b>Door</b>	<b>3' 1 1/2" X 5' 1/4"</b>	<b>Opens into Exterior</b>
<b>Window</b>	<b>6' 7/8" X 4' 8 5/16"</b>	<b>Opens into Exterior</b>
<b>Door</b>	<b>3' 1 3/16" X 4' 11 7/16"</b>	<b>Opens into Exterior</b>



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**CONTINUED - 1st floor east hall**



Missing Wall  
 Missing Wall

**Subroom: Ramp (5)**

**Height: 9'**

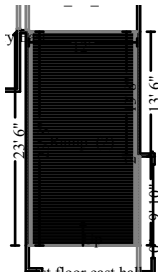
214.82 SF Walls	169.36 SF Ceiling
384.18 SF Walls & Ceiling	169.37 SF Floor
18.82 SY Flooring	25.25 LF Floor Perimeter
25.19 LF Ceil. Perimeter	

13' 4 5/8" X 9'

Opens into DEF\_1ST\_FLO3

13' 7 7/16" X 9'

Opens into DEF\_1ST\_FLO5



Missing Wall  
 Missing Wall  
 Missing Wall

**Subroom: Ramp (2)**

**Height: 10'**

353.68 SF Walls	284.22 SF Ceiling
637.90 SF Walls & Ceiling	319.73 SF Floor
35.53 SY Flooring	37.56 LF Floor Perimeter
37.53 LF Ceil. Perimeter	

12' 1/16" X 10'

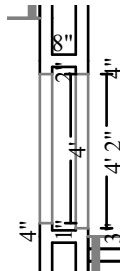
Opens into DEF\_1ST\_FLO4

12' 1/16" X 10'

Opens into DEF\_1ST\_FLO6

9' 10" X 10'

Opens into DEF\_1ST\_FLOO



Missing Wall - Goes to Floor  
 Missing Wall - Goes to Floor

**Subroom: 1st floor east hall 2 (3)**

**Height: 9'**

30.86 SF Walls	2.82 SF Ceiling
33.67 SF Walls & Ceiling	2.82 SF Floor
0.31 SY Flooring	1.91 LF Floor Perimeter
10.11 LF Ceil. Perimeter	

4' 2" X 6' 7 15/16"

Opens into DEF\_1ST\_FLO6

4' 3/8" X 8' 7/16"

Opens into STAGE\_ENTRY2





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**CONTINUED - 1st floor east hall**

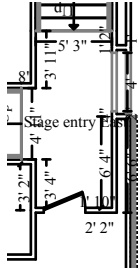
DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
11. Batt insulation - 10" - R30 - paper / foil faced	730.77 SF	0.00	2.21	116.19	432.80	2,163.99
12. Batt insulation - 6" - R21 - paper / foil faced	1,189.98 SF	0.00	1.89	165.41	603.62	3,018.09
<b>*****Drywall*****</b>						
13. Floor protection - heavy paper and tape	766.29 SF	0.43	0.00	5.36	83.72	418.58
14. 5/8" drywall - hung, taped, ready for texture	1,325.76 SF	0.00	3.63	110.04	1,230.64	6,153.19
15. Tape joint for new to existing drywall - per LF	216.61 LF	0.00	14.75	9.31	801.08	4,005.39
16. Texture drywall - smooth / skim coat	433.22 SF	0.00	2.41	6.93	262.76	1,313.75
Blend 2' past existing drywall						
17. Texture drywall - smooth / Level 4 Finish	1,920.75 SF	0.00	2.41	30.73	1,164.94	5,824.68
<b>*****Painting*****</b>						
18. Seal/prime (1 coat) then paint (1 coat) the walls and ceiling	1,920.75 SF	0.00	1.21	42.26	591.58	2,957.95
<b>*****Wall Finishes: Tile Showers, Paneling , Wallpaper*****</b>						
19. Acoustical wall panels - decorative - pressed wood fiber	260.82 SF	0.00	31.76	562.07	2,211.44	11,057.15
20. Plastic laminate wall finish w/trim - Commercial	1,189.98 SF	0.00	9.31	297.50	2,844.06	14,220.27
<b>*****Finish Specialty*****</b>						
21. Install Handrail - Steel pipe - Wall mounted	60.00 LF	0.00	9.43	0.00	141.46	707.26
<b>*****Post Hard Surface Flooring Baseboards*****</b>						
22. Cove base molding - rubber or vinyl, 4" high	130.41 LF	0.00	2.53	19.04	87.24	436.22
Totals: 1st floor east hall				1,386.30	10,583.30	52,916.37
Total: 1st floor east hall				<b>1,386.30</b>	<b>10,583.30</b>	<b>52,916.37</b>

**Stage entry East**



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**Stage entry East**

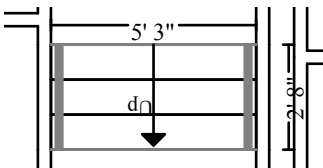
**Height: 9'**

188.04 SF Walls	68.99 SF Ceiling
257.04 SF Walls & Ceiling	68.99 SF Floor
7.67 SY Flooring	19.83 LF Floor Perimeter
26.73 LF Ceil. Perimeter	

**Door**  
**Missing Wall - Goes to Floor**

**2' 10 7/16" X 7' 1/4"**  
**4' 3/8" X 8' 7/16"**

**Opens into Exterior**  
**Opens into DEF\_1ST\_FLO1**



**Subroom: Stairs (2)**

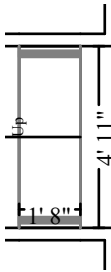
**Height: 12'**

56.43 SF Walls	14.12 SF Ceiling
70.54 SF Walls & Ceiling	30.54 SF Floor
3.39 SY Flooring	7.01 LF Floor Perimeter
5.37 LF Ceil. Perimeter	

**Missing Wall**  
**Missing Wall**

**5' 3 1/16" X 12'**  
**5' 3 1/16" X 12'**

**Opens into STAGE\_ENTRY6**  
**Opens into STAGE\_ENTRY2**



**Subroom: Stairs (4)**

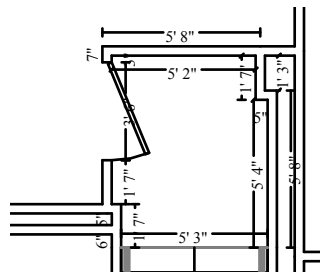
**Height: 9'**

26.53 SF Walls	8.15 SF Ceiling
34.68 SF Walls & Ceiling	18.19 SF Floor
2.02 SY Flooring	3.87 LF Floor Perimeter
3.32 LF Ceil. Perimeter	

**Missing Wall**  
**Missing Wall**

**4' 11" X 9'**  
**4' 11" X 9'**

**Opens into STAGE\_ENTRY2**  
**Opens into STAGE\_ENTRY8**



**Subroom: Stage entry East 2 (1)**

**Height: 12'**

211.72 SF Walls	37.29 SF Ceiling
249.01 SF Walls & Ceiling	37.29 SF Floor
4.14 SY Flooring	16.19 LF Floor Perimeter
19.70 LF Ceil. Perimeter	

**Door**  
**Missing Wall**

**3' 6 1/8" X 7' 1/4"**  
**5' 3 1/16" X 12'**

**Opens into Exterior**  
**Opens into STAIRS20**



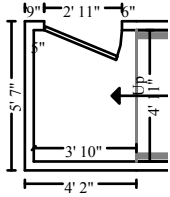
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**CONTINUED - Stage entry East**

**Subroom: Stage entry East 3 (3)**

**Height: 7'**



68.56 SF Walls	18.88 SF Ceiling
87.45 SF Walls & Ceiling	18.88 SF Floor
2.10 SY Flooring	9.68 LF Floor Perimeter
12.60 LF Ceil. Perimeter	

**Missing Wall** 4' 11" X 7' **Opens into STAIRS1**  
**Door** 2' 10 15/16" X 6' 8 13/16" **Opens into STAGE**

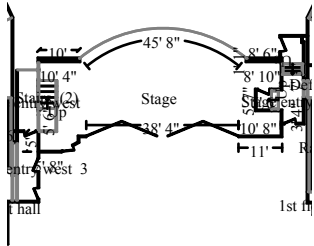
DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
<b>*****Demo / Prep*****</b>						
23. Floor protection - cardboard and tape	173.89 SF	0.64	0.00	4.87	29.04	145.20
<b>*****Insulation*****</b>						
24. Batt insulation - 10" - R30 - paper / foil faced	147.43 SF	0.00	2.21	23.44	87.32	436.58
25. Batt insulation - 4" - R13 - paper / foil faced	551.29 SF	0.00	1.20	43.55	176.26	881.36
<b>*****Drywall*****</b>						
26. Floor protection - heavy paper and tape	173.89 SF	0.43	0.00	1.22	19.00	94.99
27. 5/8" drywall - hung, taped, with smooth wall finish	698.72 SF	0.00	5.71	59.39	1,012.26	5,061.34
<b>*****Painting*****</b>						
28. Seal/prime (1 coat) then paint (1 coat) the walls and ceiling	698.72 SF	0.00	1.21	15.37	215.20	1,076.02
<b>*****Wall Finishes: Tile Showers, Paneling , Wallpaper*****</b>						
29. Plastic laminate wall finish w/trim - Commercial	551.29 SF	0.00	9.31	137.82	1,317.58	6,587.91
<b>*****Post Hard Surface Flooring Baseboards*****</b>						
30. Cove base molding - rubber or vinyl, 4" high	56.59 LF	0.00	2.53	8.26	37.86	189.29
<b>Totals: Stage entry East</b>				<b>293.92</b>	<b>2,894.52</b>	<b>14,472.69</b>
<b>Total: Stage entry East</b>				<b>293.92</b>	<b>2,894.52</b>	<b>14,472.69</b>

**Stage**



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**Stage**

**Height: 20'**

2,265.66 SF Walls	1,327.72 SF Ceiling
3,593.38 SF Walls & Ceiling	1,327.72 SF Floor
147.52 SY Flooring	95.49 LF Floor Perimeter
188.15 LF Ceil. Perimeter	

<b>Door</b>	<b>38' 4 5/16" X 6' 6 3/4"</b>	<b>Opens into Exterior</b>
<b>Door</b>	<b>2' 9 9/16" X 6' 11 1/16"</b>	<b>Opens into Exterior</b>
<b>Missing Wall - Goes to neither Floor/Ceiling</b>	<b>4' 6 1/8" X 16'</b>	<b>Opens into STAGE_ENTRY_</b>
<b>Missing Wall - Goes to neither Floor/Ceiling</b>	<b>5' 10" X 16'</b>	<b>Opens into STAGE_ENTRY_</b>
<b>Missing Wall - Goes to neither Floor/Ceiling</b>	<b>7' 1 9/16" X 16'</b>	<b>Opens into STAIRS</b>
<b>Missing Wall</b>	<b>4' 2 1/8" X 20'</b>	<b>Opens into STAIRS</b>
<b>Missing Wall - Goes to Floor</b>	<b>1' 10 15/16" X 6' 7 15/16"</b>	<b>Opens into STAGE_ENTRY_</b>
<b>Missing Wall - Goes to Floor</b>	<b>1' 5 5/16" X 6' 7 15/16"</b>	<b>Opens into Exterior</b>
<b>Missing Wall</b>	<b>41' 9 1/16" X 20'</b>	<b>Opens into Exterior</b>
<b>Door</b>	<b>2' 10 15/16" X 6' 8 13/16"</b>	<b>Opens into STAGE_ENTRY8</b>

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
<b>*****Hardwood Flooring*****</b>						
31. Delivery charge (Bid Item)	1.00 EA	0.00	250.00	0.00	62.50	312.50
Special Trip for Delivery to allow for acclimation.						
32. Mask or cover per linear foot	95.49 LF	0.00	0.81	0.57	19.48	97.40
33. Floor leveling cement - Average	1,327.72 SF	0.00	2.66	140.74	918.12	4,590.60
34. Oak flooring - clear grade - no finish	1,327.72 SF	0.00	14.30	1,285.23	5,067.90	25,339.53
35. Sand & finish wood floor (natural finish)	1,327.72 SF	0.00	4.73	110.20	1,597.60	7,987.92
36. Add for dustless floor sanding	1,327.72 SF	0.00	1.00	0.00	331.94	1,659.66
37. Add for glued down application over wood substrate	1,327.72 SF	0.00	1.31	127.46	466.68	2,333.45
38. Seal/prime (1 coat) then paint (2 coats) the floor	1,327.72 SF	0.00	1.67	47.80	566.28	2,831.37
<b>Totals: Stage</b>				<b>1,712.00</b>	<b>9,030.50</b>	<b>45,152.43</b>
<b>Total: Stage</b>				<b>1,712.00</b>	<b>9,030.50</b>	<b>45,152.43</b>

**Stage Floor Removal**





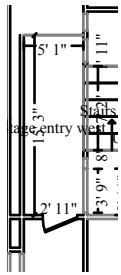
**WCFW**

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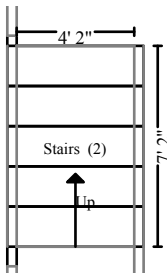
**CONTINUED - Stage Floor Removal**

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
<b>96. Stage Floor Removal (Time and material)</b>	<b>1.00 EA</b>	<b>0.00</b>	<b>41,751.00</b>	<b>0.00</b>	<b>0.00</b>	<b>41,751.00</b>
Per time and material estimate that was sent out on 7/25/2024.						
Includes all labor, equipment, material, and lodging for crews.						
Estimate is attached for review in email package						
<b>Totals: Stage Floor Removal</b>				<b>0.00</b>	<b>0.00</b>	<b>41,751.00</b>

**Stage entry west**



<b>Stage entry west</b>		<b>Height: 10'</b>
234.81 SF Walls		77.10 SF Ceiling
311.91 SF Walls & Ceiling		77.10 SF Floor
8.57 SY Flooring		26.15 LF Floor Perimeter
35.58 LF Ceil. Perimeter		
<b>Door</b>	<b>2' 11 1/8" X 6' 11 7/16"</b>	<b>Opens into STAGE_ENTRY_</b>
<b>Missing Wall - Goes to Floor</b>	<b>1' 10 15/16" X 6' 7 15/16"</b>	<b>Opens into STAGE</b>
<b>Missing Wall</b>	<b>5' 5/8" X 10'</b>	<b>Opens into Exterior</b>



<b>Subroom: Stairs (2)</b>		<b>Height: 23'</b>
29.78 SF Walls & Ceiling		29.78 SF Ceiling
5.56 SY Flooring		50.06 SF Floor

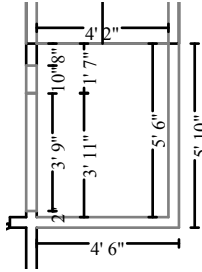
<b>Missing Wall</b>	<b>4' 2 1/8" X 23'</b>	<b>Opens into STAGE_ENTRY_</b>
<b>Missing Wall - Goes to neither Floor/Ceiling</b>	<b>7' 1 9/16" X 16'</b>	<b>Opens into STAGE</b>
<b>Missing Wall</b>	<b>4' 2 1/8" X 23'</b>	<b>Opens into STAGE</b>
<b>Missing Wall - Goes to neither Floor/Ceiling</b>	<b>7' 1 9/16" X 16'</b>	<b>Opens into STAGE_ENTRY_</b>



**WCFW**

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**CONTINUED - Stage entry west**



**Subroom: Stage entry west (1)**

**Height: 23'**

138.40 SF Walls	22.96 SF Ceiling
161.36 SF Walls & Ceiling	22.96 SF Floor
2.55 SY Flooring	10.58 LF Floor Perimeter
15.17 LF Ceil. Perimeter	

- Missing Wall** **4' 2 1/8" X 23'** **Opens into STAIRS**
- Missing Wall - Goes to neither Floor/Ceiling** **5' 6" X 16'** **Opens into STAGE**
- Missing Wall - Goes to neither Floor/Ceiling** **4' 2 1/8" X 16'** **Opens into STAGE**
- Missing Wall - Goes to Floor** **10 3/8" X 9' 10"** **Opens into STAGE\_ENTRY\_**
- Missing Wall - Goes to Floor** **3' 8 11/16" X 9' 10"** **Opens into STAGE\_ENTRY\_**

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
<b>*****Demo / Prep*****</b>						
39. Floor protection - cardboard and tape	150.12 SF	0.64	0.00	4.20	25.08	125.36
<b>*****Drywall*****</b>						
40. Floor protection - heavy paper and tape	150.12 SF	0.43	0.00	1.05	16.40	82.00
41. 5/8" drywall - hung, taped, ready for texture	73.48 SF	0.00	3.63	6.10	68.20	341.03
42. Tape joint for new to existing drywall - per LF	36.74 LF	0.00	14.75	1.58	135.88	679.38
43. Texture drywall - smooth / skim coat	73.48 SF	0.00	2.41	1.18	44.58	222.85
Blend 2' past existing drywall						
44. Texture drywall - smooth / Level 4 Finish	146.95 SF	0.00	2.41	2.35	89.12	445.62
<b>*****Painting*****</b>						
45. Mask and prep for paint - plastic, paper, tape (per LF)	50.76 LF	0.00	1.72	1.37	22.16	110.84
46. Seal more than the floor perimeter w/PVA primer - one coat	73.48 SF	0.00	0.74	0.44	13.72	68.54
47. Paint more than the floor perimeter - one coat	73.48 SF	0.00	0.85	1.25	15.94	79.65
48. Paint the walls - one coat	373.21 SF	0.00	0.85	6.35	80.88	404.46
<b>*****Post Hard Surface Flooring Baseboards*****</b>						
49. Cove base molding - rubber or vinyl, 4" high	36.74 LF	0.00	2.53	5.36	24.58	122.89



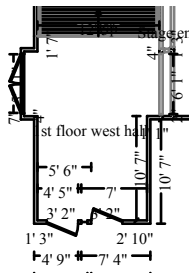
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**CONTINUED - Stage entry west**

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
Totals: Stage entry west				31.23	536.54	2,682.62
Total: Stage entry west				<b>31.23</b>	<b>536.54</b>	<b>2,682.62</b>

**1st floor west hall 4**



**1st floor west hall**

**Height: 10'**

380.00 SF Walls	227.13 SF Ceiling
607.13 SF Walls & Ceiling	227.13 SF Floor
25.24 SY Flooring	33.92 LF Floor Perimeter
52.48 LF Ceil. Perimeter	

<b>Missing Wall - Goes to neither Floor/Ceiling</b>	<b>1' 3" X 4' 11 7/16"</b>	<b>Opens into UNKNOWN_RO13</b>
<b>Missing Wall - Goes to Floor</b>	<b>6' 1 1/4" X 6' 7 15/16"</b>	<b>Opens into UNKNOWN_RO12</b>
<b>Door</b>	<b>3' 2" X 6' 10 5/16"</b>	<b>Opens into Exterior</b>
<b>Window</b>	<b>7 3/8" X 5' 4 15/16"</b>	<b>Opens into Exterior</b>
<b>Door</b>	<b>3' 2 1/4" X 6' 8 11/16"</b>	<b>Opens into Exterior</b>
<b>Door</b>	<b>6' 1 1/8" X 7' 1/4"</b>	<b>Opens into Exterior</b>
<b>Window</b>	<b>5' 11 7/16" X 1' 5 5/16"</b>	<b>Opens into Exterior</b>
<b>Missing Wall</b>	<b>12' 4 1/2" X 10'</b>	<b>Opens into RAMP</b>

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
<b>*****Demo / Prep*****</b>						
50. Floor protection - cardboard and tape	227.13 SF	0.64	0.00	6.36	37.94	189.66
51. Remove Plastic laminate wall finish w/trim - Commercial	190.00 SF	1.28	0.00	0.00	60.80	304.00
Remove remainder of paneling on affected wall for line of site reasonable continuity						
<b>*****Insulation*****</b>						
52. Batt insulation - 6" - R21 - paper / foil faced	108.00 SF	0.00	1.89	15.01	54.80	273.93
<b>*****Drywall*****</b>						
53. Floor protection - heavy paper and tape	227.13 SF	0.43	0.00	1.59	24.82	124.08
54. 5/8" drywall - hung, taped, ready for texture	190.00 SF	0.00	3.63	15.77	176.36	881.83
55. Tape joint for new to existing drywall - per LF	69.43 LF	0.00	14.75	2.99	256.76	1,283.84



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**CONTINUED - 1st floor west hall**

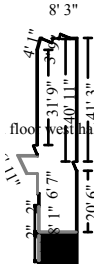
DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
56. Texture drywall - smooth / skim coat Blend 2' past existing drywall	138.87 SF	0.00	2.41	2.22	84.24	421.14
57. Texture drywall - smooth / Level 4 Finish	190.00 SF	0.00	2.41	3.04	115.24	576.18
<b>*****Painting*****</b>						
58. Seal/prime (1 coat) then paint (1 coat) part of the walls	190.00 SF	0.00	1.21	4.18	58.52	292.60
<b>*****Wall Finishes: Tile Showers, Paneling , Wallpaper*****</b>						
59. Acoustical wall panels - decorative - pressed wood fiber	33.92 SF	0.00	31.76	73.10	287.60	1,438.00
60. Plastic laminate wall finish w/trim - Commercial	190.00 SF	0.00	9.31	47.50	454.10	2,270.50
<b>*****Finish Specialty*****</b>						
61. Install Handrail - Steel pipe - Wall mounted	45.00 LF	0.00	9.43	0.00	106.08	530.43
<b>*****Post Hard Surface Flooring Baseboards*****</b>						
62. Cove base molding - rubber or vinyl, 4" high	33.92 LF	0.00	2.53	4.95	22.70	113.47
Totals: 1st floor west hall				176.71	1,739.96	8,699.66
Total: 1st floor west hall 4				<b>176.71</b>	<b>1,739.96</b>	<b>8,699.66</b>
Total: Common Area				<b>3,600.16</b>	<b>24,784.82</b>	<b>165,674.77</b>
Total: Main Level				<b>3,600.16</b>	<b>49,789.12</b>	<b>290,696.18</b>

**2nd Floor  
 Common Area  
 2nd Floor West Hallway**



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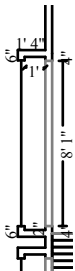


**2nd floor west hallway**

**Height: 8'**

1,047.38 SF Walls	849.53 SF Ceiling
1,896.91 SF Walls & Ceiling	849.53 SF Floor
94.39 SY Flooring	140.90 LF Floor Perimeter
141.54 LF Ceil. Perimeter	

<b>Missing Wall</b>	<b>12' 3 11/16" X 8'</b>	<b>Opens into RAMP</b>
<b>Door</b>	<b>3' 1 11/16" X 6' 6 3/4"</b>	<b>Opens into Exterior</b>
<b>Door</b>	<b>3' 6 13/16" X 7' 5/8"</b>	<b>Opens into Exterior</b>
<b>Window</b>	<b>1' 7 3/16" X 5' 5 3/8"</b>	<b>Opens into Exterior</b>
<b>Door</b>	<b>3' 6 1/16" X 7' 1/4"</b>	<b>Opens into Exterior</b>
<b>Door</b>	<b>3' 5/8" X 6' 11 7/16"</b>	<b>Opens into Exterior</b>
<b>Missing Wall - Goes to Ceiling</b>	<b>6' 2 9/16" X 4' 6"</b>	<b>Opens into Exterior</b>
<b>Missing Wall - Goes to Ceiling</b>	<b>6' 4 1/4" X 4' 6"</b>	<b>Opens into Exterior</b>
<b>Missing Wall</b>	<b>3' 6 5/16" X 8'</b>	<b>Opens into Exterior</b>
<b>Missing Wall</b>	<b>6' 6 5/8" X 8'</b>	<b>Opens into Exterior</b>



**Subroom: 2nd floor west hallway (1)**

**Height: 8'**

94.28 SF Walls	8.61 SF Ceiling
102.89 SF Walls & Ceiling	8.61 SF Floor
0.96 SY Flooring	18.99 LF Floor Perimeter
18.99 LF Ceil. Perimeter	

<b>Missing Wall - Goes to neither Floor/Ceiling</b>	<b>8' 1 1/8" X 3' 7"</b>	<b>Opens into DEF_2ND_FLOO</b>
<b>Window</b>	<b>8' 1 1/2" X 3' 6 3/8"</b>	<b>Opens into Exterior</b>

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
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\*\*\*\*\***Demo / Prep**\*\*\*\*\*

63. Floor protection - cardboard and tape	858.14 SF	0.64	0.00	24.03	143.30	716.54
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\*\*\*\*\***Insulation**\*\*\*\*\*

64. Batt insulation - 10" - R30 - paper / foil faced	858.14 SF	0.00	2.21	136.44	508.24	2,541.17
65. Batt insulation - 6" - R21 - paper / foil faced	1,141.66 SF	0.00	1.89	158.69	579.12	2,895.55

\*\*\*\*\***Drywall**\*\*\*\*\*

66. Floor protection - heavy paper and tape	858.14 SF	0.43	0.00	6.01	93.76	468.77
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**CONTINUED - 2nd floor west hallway**

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
67. 5/8" drywall - hung, taped, ready for texture	1,428.97 SF	0.00	3.63	118.61	1,326.46	6,632.23
68. Tape joint for new to existing drywall - per LF	240.49 LF	0.00	14.75	10.34	889.38	4,446.95
69. Texture drywall - smooth / skim coat Blend 2' past existing drywall	480.97 SF	0.00	2.41	7.70	291.70	1,458.54
70. Texture drywall - smooth / Level 4 Finish	1,999.80 SF	0.00	2.41	32.00	1,212.88	6,064.40
<b>*****Painting*****</b>						
71. Seal/prime (1 coat) then paint (1 coat) the walls and ceiling	1,999.80 SF	0.00	1.21	44.00	615.94	3,079.70
<b>*****Wall Finishes: Tile Showers, Paneling , Wallpaper*****</b>						
72. 1/2" drywall - vinyl coated w/seam battens Acoustical board	1,141.66 SF	0.00	9.96	767.20	3,034.54	15,172.67
73. Plastic laminate wall finish w/trim - Commercial	1,141.66 SF	0.00	9.31	285.42	2,728.58	13,642.85
<b>*****Finish Specialty*****</b>						
74. Install Handrail - Steel pipe - Wall mounted	48.00 LF	0.00	9.43	0.00	113.16	565.80
<b>*****Post Hard Surface Flooring Baseboards*****</b>						
75. Cove base molding - rubber or vinyl, 4" high	159.90 LF	0.00	2.53	23.35	106.98	534.88
Totals: 2nd floor west hallway				1,613.79	11,644.04	58,220.05
Total: 2nd Floor West Hallway				<b>1,613.79</b>	<b>11,644.04</b>	<b>58,220.05</b>

**2nd Floor East Hallway**



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**2nd floor east hallway**

**Height: 8'**

948.45 SF Walls	698.65 SF Ceiling
1,647.11 SF Walls & Ceiling	698.65 SF Floor
77.63 SY Flooring	125.82 LF Floor Perimeter
120.80 LF Ceil. Perimeter	

<b>Missing Wall</b>	<b>12' 13/16" X 8'</b>	<b>Opens into RAMP2</b>
<b>Missing Wall</b>	<b>1' 1 1/4" X 8'</b>	<b>Opens into DEF_2ND_FLO4</b>
<b>Missing Wall</b>	<b>5' 10 1/2" X 8'</b>	<b>Opens into Exterior</b>
<b>Missing Wall - Goes to Ceiling</b>	<b>3' 2 3/4" X 4'</b>	<b>Opens into Exterior</b>
<b>Missing Wall - Goes to Ceiling</b>	<b>6' 1 7/8" X 4'</b>	<b>Opens into Exterior</b>
<b>Missing Wall - Goes to Ceiling</b>	<b>5' 8 1/8" X 4'</b>	<b>Opens into Exterior</b>
<b>Door</b>	<b>2' 10 11/16" X 7' 1/4"</b>	<b>Opens into Exterior</b>
<b>Door</b>	<b>3' 7 1/16" X 6' 11 7/16"</b>	<b>Opens into Exterior</b>
<b>Window</b>	<b>1' 5 15/16" X 5' 5 3/8"</b>	<b>Opens into Exterior</b>
<b>Door</b>	<b>3' 6 3/4" X 6' 11 7/16"</b>	<b>Opens into Exterior</b>

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
<b>*****Demo / Prep*****</b>						
76. Floor protection - cardboard and tape	698.65 SF	0.64	0.00	19.56	116.68	583.38
<b>*****Insulation*****</b>						
77. Batt insulation - 10" - R30 - paper / foil faced	698.65 SF	0.00	2.21	111.09	413.78	2,068.89
78. Batt insulation - 6" - R21 - paper / foil faced	948.45 SF	0.00	1.89	131.84	481.10	2,405.51
<b>*****Drywall*****</b>						
79. Floor protection - heavy paper and tape	698.65 SF	0.43	0.00	4.89	76.32	381.63
80. 5/8" drywall - hung, taped, ready for texture	1,172.88 SF	0.00	3.63	97.35	1,088.72	5,443.62
81. Tape joint for new to existing drywall - per LF	183.71 LF	0.00	14.75	7.90	679.42	3,397.04
82. Texture drywall - smooth / skim coat	367.41 SF	0.00	2.41	5.88	222.84	1,114.18
Blend 2' past existing drywall						
83. Texture drywall - smooth / Level 4 Finish	1,647.11 SF	0.00	2.41	26.35	998.96	4,994.85
<b>*****Painting*****</b>						



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**CONTINUED - 2nd floor east hallway**

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
84. Seal/prime (1 coat) then paint (1 coat) the walls and ceiling	1,647.11 SF	0.00	1.21	36.24	507.32	2,536.56
<b>*****Wall Finishes: Tile Showers, Paneling , Wallpaper*****</b>						
85. 1/2" drywall - vinyl coated w/seam battens Acoustical board	948.45 SF	0.00	9.96	637.36	2,520.98	12,604.90
86. Plastic laminate wall finish w/trim - Commercial	948.45 SF	0.00	9.31	237.11	2,266.80	11,333.98
<b>*****Post Hard Surface Flooring Baseboards*****</b>						
87. Cove base molding - rubber or vinyl, 4" high	125.82 LF	0.00	2.53	18.37	84.18	420.87
Totals: 2nd floor east hallway				1,333.94	9,457.10	47,285.41
Total: 2nd Floor East Hallway				<b>1,333.94</b>	<b>9,457.10</b>	<b>47,285.41</b>
Total: Common Area				<b>2,947.73</b>	<b>21,101.14</b>	<b>105,505.46</b>
Total: 2nd Floor				<b>2,947.73</b>	<b>21,101.14</b>	<b>105,505.46</b>
Total: Source - DocuSketch				<b>6,547.89</b>	<b>70,890.26</b>	<b>396,201.64</b>
<b>Line Item Totals: TAHOE1</b>				<b>6,547.89</b>	<b>70,890.26</b>	<b>396,201.64</b>
<b>Additional Charges</b>						<b>Charge</b>
California Lumber Assessment Fee						30.13
<b>Additional Charges Total</b>						<b>\$30.13</b>





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**Grand Total Areas:**

12,541.90 SF Walls	7,198.70 SF Ceiling	19,740.60 SF Walls and Ceiling
7,423.48 SF Floor	824.83 SY Flooring	1,276.07 LF Floor Perimeter
0.00 SF Long Wall	0.00 SF Short Wall	1,506.04 LF Ceil. Perimeter
7,423.48 Floor Area	7,200.54 Total Area	9,786.34 Interior Wall Area
7,830.74 Exterior Wall Area	944.42 Exterior Perimeter of Walls	
0.00 Surface Area	0.00 Number of Squares	0.00 Total Perimeter Length
0.00 Total Ridge Length	0.00 Total Hip Length	



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### Summary for Dwelling

Line Item Total	318,763.49
California Lumber Assessment Fee	30.13
Material Sales Tax	6,547.89
Subtotal	325,341.51
Overhead	35,448.90
Profit	35,448.90
<b>Replacement Cost Value</b>	<b>\$396,239.31</b>
<b>Net Claim</b>	<b>\$396,239.31</b>

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DJ Meyer



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### Recap of Taxes, Overhead and Profit

	Overhead (12.5%)	Profit (12.5%)	Material Sales Tax (10%)	Storage Rental Tax (10%)
Line Items	35,445.13	35,445.13	6,547.89	0.00
Additional Charges	3.77	3.77	0.00	0.00
<b>Total</b>	<b>35,448.90</b>	<b>35,448.90</b>	<b>6,547.89</b>	<b>0.00</b>



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**Recap by Room**

Estimate: TAHOE1

Area: Source - DocuSketch

Area: Main Level 100,017.11 31.38%

Area: Common Area

Area: 1st floor east hall 40,946.77 12.85%  
 1st floor east hall

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Area Subtotal: 1st floor east hall 40,946.77 12.85%

Area: Stage entry East 11,284.25 3.54%  
 Stage entry East

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Area Subtotal: Stage entry East 11,284.25 3.54%

Area: Stage 34,409.93 10.79%  
 Stage

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Area Subtotal: Stage 34,409.93 10.79%  
 Stage Floor Removal 41,751.00 13.10%

Area: Stage entry west 2,114.85 0.66%  
 Stage entry west

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Area Subtotal: Stage entry west 2,114.85 0.66%

Area: 1st floor west hall 4 6,782.99 2.13%  
 1st floor west hall

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Area Subtotal: 1st floor west hall 4 6,782.99 2.13%

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Area Subtotal: Common Area 137,289.79 43.07%

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Area Subtotal: Main Level 237,306.90 74.45%

Area: 2nd Floor

Area: Common Area



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<b>Area: 2nd Floor West Hallway</b>		
2nd floor west hallway	44,962.22	14.11%
<hr/>		
<b>Area Subtotal: 2nd Floor West Hallway</b>	44,962.22	14.11%
<hr/>		
<b>Area: 2nd Floor East Hallway</b>		
2nd floor east hallway	36,494.37	11.45%
<hr/>		
<b>Area Subtotal: 2nd Floor East Hallway</b>	36,494.37	11.45%
<hr/>		
<b>Area Subtotal: Common Area</b>	81,456.59	25.55%
<hr/>		
<b>Area Subtotal: 2nd Floor</b>	81,456.59	25.55%
<hr/>		
<b>Area Subtotal: Source - DocuSketch</b>	318,763.49	100.00%
<hr/>		
<b>Subtotal of Areas</b>	318,763.49	100.00%
<hr/>		
<b>Total</b>	318,763.49	100.00%

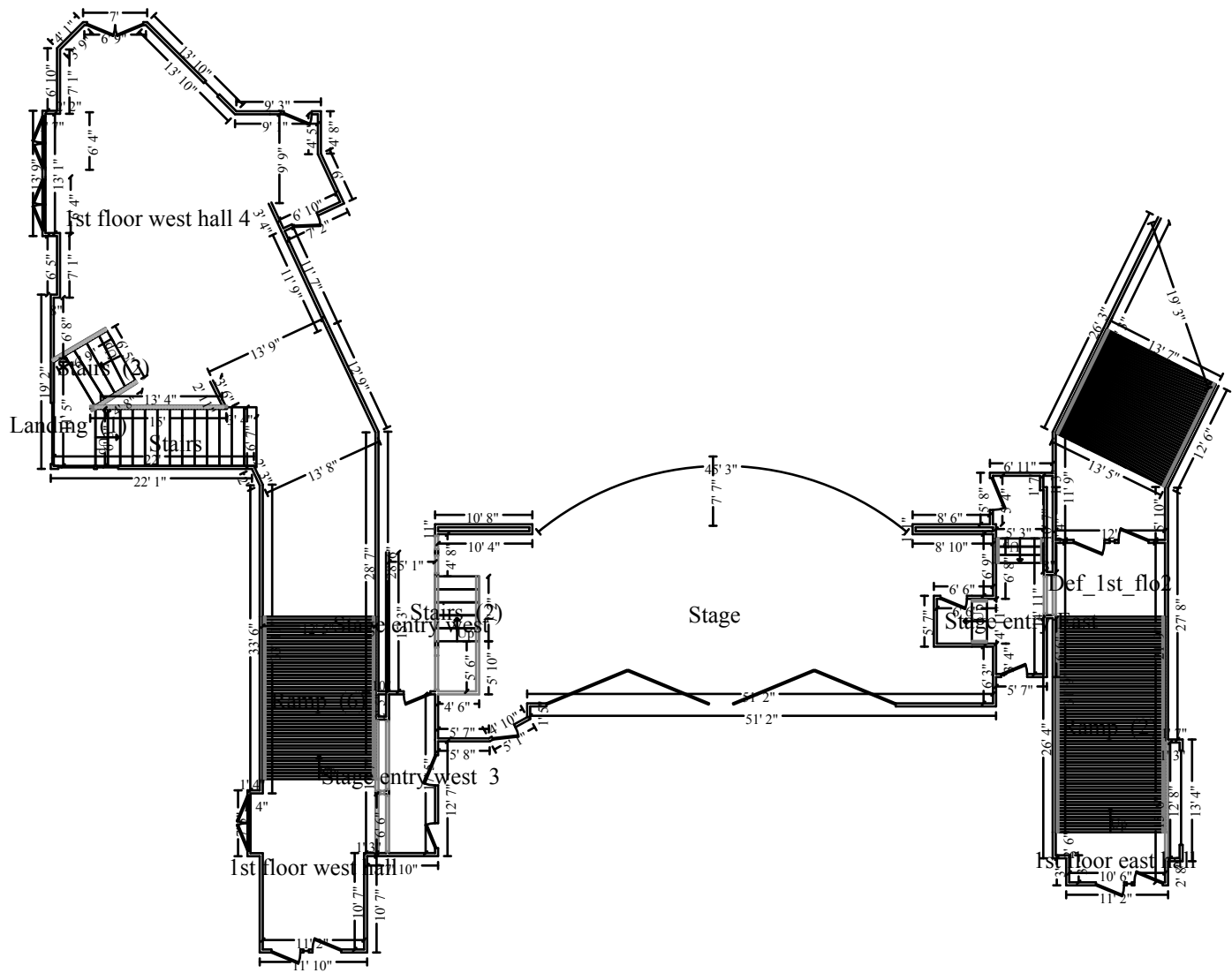


**WCFW**

5846 Live Oak Dr. #1  
Kelseyville, Ca 95451  
Phone: 1(888)617-3786  
Fax: 1(888)411-9985  
Federal Employer Identification Number #90-0725162  
service@westcoastfireandwater.com

**Recap by Category**

<b>O&amp;P Items</b>	<b>Total</b>	<b>%</b>
CLEANING	1,358.72	0.34%
GENERAL DEMOLITION	4,792.90	1.21%
DRYWALL	68,869.34	17.38%
FLOOR COVERING - VINYL	1,374.75	0.35%
FLOOR COVERING - WOOD	31,942.64	8.06%
PERMITS AND FEES	250.00	0.06%
INSULATION	12,446.37	3.14%
LABOR ONLY	96,204.03	24.28%
METAL STRUCTURES & COMPONENTS	1,442.79	0.36%
PANELING & WOOD WALL FINISHES	46,799.98	11.81%
PAINTING	10,550.89	2.66%
TEMPORARY REPAIRS	980.08	0.25%
<b>O&amp;P Items Subtotal</b>	<b>277,012.49</b>	<b>69.91%</b>
<b>Non-O&amp;P Items</b>	<b>Total</b>	<b>%</b>
<b>WATER EXTRACTION &amp; REMEDIATION</b>	<b>41,751.00</b>	<b>10.54%</b>
<b>Non-O&amp;P Items Subtotal</b>	<b>41,751.00</b>	<b>10.54%</b>
<b>O&amp;P Items Subtotal</b>	<b>277,012.49</b>	<b>69.91%</b>
<b>Permits and Fees</b>	<b>30.13</b>	<b>0.01%</b>
<b>Material Sales Tax</b>	<b>6,547.89</b>	<b>1.65%</b>
<b>Overhead</b>	<b>35,448.90</b>	<b>8.95%</b>
<b>Profit</b>	<b>35,448.90</b>	<b>8.95%</b>
<b>Total</b>	<b>396,239.31</b>	<b>100.00%</b>



Main Level







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West Coast Fire and Water  
2798 Industrial Blvd  
West Sacramento CA 95691  
707-462-5326

Estimate #:  
Project #:  
Estimate Type: progress  
Estimate Date: 7/25/2024

## PROJECT INFORMATION

Client Name: Tahoe Truckee Unified School District  
Attention: Rob Koster  
Client Address: 2945 Polaris Rd  
City, State, Zip: Tahoe City CA 96145

Project Name: North Tahoe Middle School - High School  
Project Address: 2945 Polaris Rd  
City, State, Zip: Tahoe City CA 96145  
Project Type:

## ESTIMATE TOTAL

# TOTAL: \$41,751.00

West Coast Fire and Water  
 2798 Industrial Blvd  
 West Sacramento CA 95691  
 707-462-5326

# ESTIMATE

Federal Tax ID #: 90-0725162

Claim #:	
Estimate Date	7/25/2024
Job / Project Number	
Project Manager	Isaac Reyes

**BILL TO ADDRESS:**  
 Tahoe Truckee Unified School District  
 Rob Koster  
 2945 Polaris Rd  
 Tahoe City CA 96145

**PROJECT ADDRESS:**  
 North Tahoe Middle School - High School  
 2945 Polaris Rd  
 Tahoe City CA 96145

SUMMARY DETAILS FOR SERVICES RENDERED		
Estimated Details - Support Attached	Reimbursables	Estimate Totals
Billable Labor		\$23,460.00
Associated Labor Fees		\$540.00
Materials and Consumables		\$3,834.00
Equipment and Tools		\$6,435.00
Subcontractors and Vendors		\$7,482.00
<b>Estimate Submitted By:</b>	Estimate Sub Total	\$41,751.00
West Coast Fire and Water 5846 Live Oak Dr Ste 1 Kelseyville CA 95451	Off-Site Logistical / Mobilization Fee	\$0.00
	Other / Additional Fees	\$0.00
	Tax Total	\$0.00
	Estimate Total	\$41,751.00

Bill Created By T&M Pro™ - T & M Billing System

**Job / Project Number**

**Estimate (ROM) Only**



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Client Name: Tahoe Truckee Unified School District  
Job/project #:

Estimate #:  
Estimate Date: 7/25/2024

**BILLABLE LABOR**  
**TOTAL: \$23,460.00**

**Client Name: Tahoe Truckee Unified School District**  
**Job / Project #:**

**Estimate #:**  
**Estimate Date: 7/25/2024**

Labor Class	Hourly Rate	Date	Reg. Hours	PR Hours	Reg. Rate	PR Rate	Total	# Labors	Estimate
TRAVEL TIME - NON PW	\$75.00	MON-7/29/2024	2.00		\$150.00		\$150.00	7	\$1,050.00
PW - PROJECT MANAGER, LARGE	\$140.00	MON-7/29/2024	8.00		\$1,120.00		\$1,120.00	1	\$1,120.00
LOSS SUPERVISOR, PREVAILING WAGE	\$135.00	MON-7/29/2024	8.00		\$1,080.00		\$1,080.00	1	\$1,080.00
TECHNICIAN, PREVAILING WAGE	\$123.00	MON-7/29/2024	8.00		\$984.00		\$984.00	5	\$4,920.00
PW - PROJECT MANAGER, LARGE	\$140.00	TUE-7/30/2024	8.00		\$1,120.00		\$1,120.00	1	\$1,120.00
LOSS SUPERVISOR, PREVAILING WAGE	\$135.00	TUE-7/30/2024	8.00		\$1,080.00		\$1,080.00	1	\$1,080.00
TECHNICIAN, PREVAILING WAGE	\$123.00	TUE-7/30/2024	8.00		\$984.00		\$984.00	5	\$4,920.00
TRAVEL TIME - NON PW	\$75.00	WED-7/31/2024	2.00		\$150.00		\$150.00	7	\$1,050.00
PW - PROJECT MANAGER, LARGE	\$140.00	WED-7/31/2024	8.00		\$1,120.00		\$1,120.00	1	\$1,120.00
LOSS SUPERVISOR, PREVAILING WAGE	\$135.00	WED-7/31/2024	8.00		\$1,080.00		\$1,080.00	1	\$1,080.00
TECHNICIAN, PREVAILING WAGE	\$123.00	WED-7/31/2024	8.00		\$984.00		\$984.00	5	\$4,920.00
			76.00		\$9,852.00		\$9,852.00		\$23,460.00

**Client Name: Tahoe Truckee Unified School District**  
**Job / Project #:**

**Estimate #:**  
**Estimate Date: 7/25/2024**

Labor Class	Date	Time In	Time Out	Lunch/Break	Total	# Labors	Total Hours
TRAVEL TIME - NON PW	7/29/2024				2	7	14
PW - PROJECT MANAGER, LARGE	7/29/2024				8	1	8
LOSS SUPERVISOR, PREVAILING WAGE	7/29/2024				8	1	8
TECHNICIAN, PREVAILING WAGE	7/29/2024				8	5	40
PW - PROJECT MANAGER, LARGE	7/30/2024				8	1	8
LOSS SUPERVISOR, PREVAILING WAGE	7/30/2024				8	1	8
TECHNICIAN, PREVAILING WAGE	7/30/2024				8	5	40
TRAVEL TIME - NON PW	7/31/2024				2	7	14
PW - PROJECT MANAGER, LARGE	7/31/2024				8	1	8
LOSS SUPERVISOR, PREVAILING WAGE	7/31/2024				8	1	8
TECHNICIAN, PREVAILING WAGE	7/31/2024				8	5	40
					76		196



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Client Name: Tahoe Truckee Unified School District  
Job/project #:

Estimate #:  
Estimate Date: 7/25/2024

**ASSOCIATED LABOR FEES**  
**TOTAL: \$540.00**

**Client Name: Tahoe Truckee Unified School District**  
**Job / Project #:**

**Estimate #:**  
**Estimate Date: 7/25/2024**

Labor Class	Date	Small Tools	Per Diem	PPE	PRP	PFP	Lodging	Total	# Labors	Estimate
SUPERVISOR, PREVAILING WAGE	MON-7/29/2024	\$32.40	-	-	-	-	-	\$32.40	1	\$32.40
TECHNICIAN, PREVAILING WAGE	MON-7/29/2024	\$29.52	-	-	-	-	-	\$29.52	5	\$147.60
SUPERVISOR, PREVAILING WAGE	TUE-7/30/2024	\$32.40	-	-	-	-	-	\$32.40	1	\$32.40
TECHNICIAN, PREVAILING WAGE	TUE-7/30/2024	\$29.52	-	-	-	-	-	\$29.52	5	\$147.60
SUPERVISOR, PREVAILING WAGE	WED-7/31/2024	\$32.40	-	-	-	-	-	\$32.40	1	\$32.40
TECHNICIAN, PREVAILING WAGE	WED-7/31/2024	\$29.52	-	-	-	-	-	\$29.52	5	\$147.60
		\$185.76						\$185.76		\$540.00



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Client Name: Tahoe Truckee Unified School District  
Job/project #:

Estimate #:  
Estimate Date: 7/25/2024

**MATERIALS AND CONSUMABLES**  
**TOTAL: \$3,834.00**



**Client Name: Tahoe Truckee Unified School District**  
**Job / Project #:**

**Estimate #:**  
**Estimate Date: 7/25/2024**

Item Description	Estimated Dates	Unit	Quantity	Price	Total
BAG HEPA VAC 2.5 GL	7/29/2024	EA	8	\$30.00	\$240.00
BAGS 3MIL BLACK GARBAGE	7/29/2024	BX	8	\$51.00	\$408.00
CLEANER SIMPLE GREEN	7/29/2024	GL	1	\$45.00	\$45.00
COVERALLS 2OZ	7/29/2024	EA	24	\$7.00	\$168.00
FILTER HEPA 24 X 24 X 12	7/29/2024	EA	4	\$294.00	\$1,176.00
FILTER PLEATED 24 X 24	7/29/2024	EA	8	\$20.00	\$160.00
GLOVES BLACK NITRILE	7/29/2024	BX	4	\$18.00	\$72.00
LAYFLAT 6MIL 12 X 500'	7/29/2024	RL	0.25	\$300.00	\$75.00
MASK N95 WITH VALVE	7/29/2024	EA	24	\$5.00	\$120.00
POLY 4MIL 10 X 100	7/29/2024	RL	4	\$140.00	\$560.00
RAGS WHITE	7/29/2024	BX	4	\$100.00	\$400.00
ROSIN PAPER	7/29/2024	RL	4	\$24.00	\$96.00
TACKY MAT	7/29/2024	PD	2	\$125.00	\$250.00
ZIPPERS FOR CONTAINMENT	7/29/2024	EA	4	\$16.00	\$64.00
					\$3,834.00



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Client Name: Tahoe Truckee Unified School District  
Job/project #:

Estimate #:  
Estimate Date: 7/25/2024

**EQUIPMENT AND TOOLS**  
**TOTAL: \$6,435.00**

**Client Name: Tahoe Truckee Unified School District**  
**Job / Project #:**

**Estimate #:**  
**Estimate Date: 7/25/2024**

Item Description	Estimated Dates	Unit	Quantity	Price	Total
NEGATIVE AIR MACHINE - LARGE (2,000 CFM)	7/29/2024	EA	4	\$150.00	\$600.00
NEGATIVE AIR MACHINE - LARGE (2,000 CFM)	7/30/2024	EA	4	\$150.00	\$600.00
NEGATIVE AIR MACHINE - LARGE (2,000 CFM)	7/31/2024	EA	4	\$150.00	\$600.00
VACUUM - HEPA - SMALL	7/29/2024	EA	4	\$95.00	\$380.00
VACUUM - HEPA - SMALL	7/30/2024	EA	4	\$95.00	\$380.00
VACUUM - HEPA - SMALL	7/31/2024	EA	4	\$95.00	\$380.00
VEHICLE - BOX VAN - MEDIUM	7/29/2024	EA	1	\$415.00	\$415.00
VEHICLE - BOX VAN - MEDIUM	7/30/2024	EA	1	\$415.00	\$415.00
VEHICLE - BOX VAN - MEDIUM	7/31/2024	EA	1	\$415.00	\$415.00
VEHICLE - CARGO VAN	7/29/2024	EA	3	\$250.00	\$750.00
VEHICLE - CARGO VAN	7/30/2024	EA	3	\$250.00	\$750.00
VEHICLE - CARGO VAN	7/31/2024	EA	3	\$250.00	\$750.00
					\$6,435.00



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Client Name: Tahoe Truckee Unified School District  
Job/project #:

Estimate #:  
Estimate Date: 7/25/2024

**SUBCONTRACTORS AND VENDORS**  
**TOTAL: \$7,482.00**

**Client Name: Tahoe Truckee Unified School District**  
**Job / Project #:**

**Estimate #:**  
**Estimate Date: 7/25/2024**

Subcontractor/Vendor	Description	Qty	Unit Price	Total	Mark Up %	Mark Up Total	Estimate Total
Lodging	Lodging for Crews	1	\$5,000.00	\$5,000.00	20%	\$1,000.00	\$6,000.00
Per Diem		1	\$735.00	\$735.00	20%	\$147.00	\$882.00
DUMP FEES		1	\$500.00	\$500.00	20%	\$100.00	\$600.00
							\$7,482.00