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INFORMAL INVITATION FOR BID (IFB)

PURSUANT TO CALIFORNIA UNIFORM PUBLIC CONSTRUCTION COST ACCOUNTING ACT
FOR PROJECTS BELOW CUPCAA BID LIMITS – PCC §22000, et seq.

**INFORMAL BID No. 25/26-103
REDLANDS EAST VALLEY HIGH SCHOOL (REVHS)
CULINARY CLASSROOM MODERNIZATION PROJECT**

BID DEADLINE: TUESDAY, JUNE 30, 2026
(on or before 10:00 AM)

COLTON-REDLANDS-YUCAIPA ROP

ATTN: Purchasing
1214 Indiana Ct,
Redlands, CA 92374

Purchasing & Warehouse Tech: Angelo Flores
(909) 793-3115 Ext. 303

Informal Bid Documents

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ALL REQUIRED DOCUMENTS MUST BE SUBMITTED WITH YOUR PROPOSAL



NOTICE TO CONTRACTORS CALLING FOR INFORMAL BIDS

PURSUANT TO CALIFORNIA UNIFORM PUBLIC CONSTRUCTION COST ACCOUNT ACT FOR PROJECTS BELOW CUPCCAA BID LIMITS – PCC §22000, et seq.

**REDLANDS EAST VALLEY HIGH SCHOOL (REVHS)
CULINARY CLASSROOM MODERNIZATION PROJECT
INFORMAL BID NO. 25/26-103**

Notice is hereby given, pursuant to California Public Contract Code (PCC) §22000 et. seq., that the Colton-Redlands-Yucaipa ROP, hereinafter called CRY-ROP, hereby seeks lump sum bids in response to this Informal Invitation for Bids (IFB) #25/26-103 and will receive sealed bids up to, but not later than the time fixed above, for the award of a contract for the REVHS - Culinary Classroom Modernization Project.

All bids shall be made on the bid form furnished by CRY-ROP.

Each bid shall be accompanied by a bid bond, in the amount of ten percent (10%) of the bid amount.

Sealed bids will be received at the CRY-ROP, Front Desk Receptionist, 1214 Indiana Court, Redlands, CA 92374, on or before the time and date stated above at which time they will be publicly opened and read aloud. Bids will remain sealed until the time and date stated.

Each bid must conform and be responsive to all pertinent Bidding and Contract Documents. Bids will be awarded to the lowest responsive responsible bidder. CRY-ROP reserves the right to reject any and all bids and to waive irregularities in any bid.

A mandatory site walk is scheduled for Thursday, June 11, 2026, at 10:15 a.m., at the Redlands East Valley High School, located at 31000 East Colton Avenue, Redlands, CA 92374. It is the sole responsibility of the prospective bidder to arrive on time to the site walk or they will be deemed nonresponsive. Prospective Bidders will meet in front of the building.

Bidders must attend the site walk in its entirety in order to submit a bid.

Bidders are advised that this contract is a public work for purposes of the California Labor Code, which requires payment of prevailing wages. Wage rates can be obtained from the Director of the Department of Industrial Relations at <http://www.dir.ca.gov/OPRL/dprowagedetermination.htm>. As of March 1, 2015 all contractors bidding on a public works project must be registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. <http://www.dir.ca.gov/Public-Works/PublicWorks.html>

A Payment Bond and Performance Bond will be required of the awarded contractor prior to the execution of the contract. The Payment Bond and Performance Bond shall be in the form and amount set forth in the Contract Documents. In accordance with provisions of Public Contract Code Section 22300, substitution of eligible and equivalent securities for any monies withheld to ensure performance under this contract will be permitted at the request and expense of any contractor.

Each bidder shall possess at the time of bid a current contractor's license, pursuant to Public Contract Code Section 3300 and Business and Professions Code Section 7028-15, for the applicable work proposed to be furnished. The successful bidder must maintain the license throughout the duration of this contract. Work on this project will require a California Contractor's B General Contractors license.

No Bidder may withdraw his bid for a period of 90 days after the date set for the opening thereof.

To request a copy of the Bid document, please contact Procurement and Warehouse Services at (909) 793-3115 Ext. 303 or visit <https://www.cryrop.edu/rfp>

ELECTRONIC SUBMISSION OF BIDS WILL NOT BE ACCEPTED.

Respectfully,
Angelo Flores, Purchasing & Warehouse Technician
Purchasing, Business Services

Bid Release:	Thursday, June 5, 2026	
Job Walk:	Thursday, June 11, 2026	10:15 A.M.
Deadline for Questions:	Thursday, June 18, 2026	2:00 P.M.
Response to Questions:	Tuesday, June 23, 2026	
Bid Opening:	Tuesday, June 30, 2026	10:00 A.M.

INFORMAL BID SUBMISSION INSTRUCTIONS

1.0 SCOPE OF WORK

CRY-ROP(CRY-ROP) is seeking a contractor to provide classroom improvement to the REVHS culinary classroom, located at 31000 E Colton Ave, Redlands, CA 92374. The renovation will include Half wall construction, patch & repaint walls and sills throughout, adjust plumbing, and electrical, and install of new appliances and modular tables. Demolition of existing base cabinets, and replacement of flooring is excluded from this scope and will be completed by others prior to start of work. A full description of work is provided on Page 12, SPECIFICATIONS.

2.0 INSTRUCTIONS TO BIDDERS

2.1 General Information

Bidders shall conform to instructions provided in the bid document. All bids must be in a sealed envelope bearing the name and address of the **CONTRACTOR** and must clearly state on the outside of the envelope in the lower left-hand corner the following:

“BID ENCLOSED #25/26-103 REVHS-CULINARY CLASSROOM MODERNIZATION PROJECT.”

2.1.1 Delivery Address

1214 Indiana Court, Redlands, CA 92374
ATTN: Front Desk Receptionist
1214 Indiana Court
Redlands, CA 92374

2.1.2 Bid Opening

Bids are due at the front desk receptionist at 10:00 a.m. on **Tuesday, June 30, 2026**, at which time bids will be opened and read aloud in person and virtually. Please contact Angelo Flores at Purchasing@cry-rop.org to request connection information. Bidders must submit all required documents prior to the deadline. Bids received after the deadline will be deemed nonresponsive as not meeting statutory requirements.

2.1.3 Bid Preparation Instructions

Bids must be typed or legibly written in ink. All blanks in the bid form must be appropriately filled in. Erasures and “whiteouts” are not permitted. Mistakes may be crossed out. Corrections shall be typed adjacent to the mistake and initialed in ink by the person signing the bid. Bids must be verified before submission as they cannot be withdrawn or corrected after being opened. CRY-ROP will not be responsible for errors or omissions on the part of bidders in making up their bids. The bid must be signed in the name of the bidder and must bear the signature in longhand of the person or persons duly authorized to sign the bid on behalf of the bidder.

2.1.4 BID BOND/SECURITY

Each bid must be accompanied by one of the following forms of bidder’s security: (1) a cashier’s check made payable to CRY-ROP; (2) a certified check made payable to CRY-ROP; or (3) a bidder’s bond executed by a California admitted surety as defined in Code of Civil Procedure section 995.120, made payable to CRY-ROP, in the form set forth in the Contract Documents. Such bidder’s security must be in an amount not less than ten percent (10%) of the maximum amount of such bidder’s bid as a guarantee that the bidder will enter into the Contract, if the same is awarded to such bidder, and will provide the required Performance and Payment Bonds, insurance certificates and any other required documents.

2.1.5 Qualification of Bidders

Bidders proposing to respond to this bid shall furnish the following with his/her submission

- A. Proof of license to do business in the State of California. This license shall be in the category B General Building Contractor.
- B. A list of contact names and phone numbers of professional references for at least three (3) different completed projects.

2.1.6 Withdrawal of Bids

Any bidder may withdraw his bid in person or by written request at any time prior to the scheduled closing date and time. Thereafter, all bids received shall become the property of CRY-ROP.

2.1.7 Bid Preparation Cost

Costs for preparing bid response and any other related material is the responsibility of the bidder and shall not be chargeable in any manner to CRY-ROP.

- 2.1.8 **Mandatory Job Walk**
Mandatory site visitation will be conducted on **Thursday, June 11, 2023, at 10:15 A.M** at REVHS 31000 E Colton Ave, Redlands, CA 92374.

Bidders must visit the site in order to submit a bid.

- 2.1.9 **Examination of Bid Documents**
CONTRACTOR should examine and be familiar with all enclosed information. The failure or omission of any bidder to receive or examine any of the documents relating to this bid shall in no way relieve any **CONTRACTOR** from any obligations with respect to his bid or to the contract. The submission of a bid shall be taken as prima facie evidence of compliance with this section.

- 2.2 **Questions Regarding Bid**
Questions should be reduced to writing and e-mailed to Angelo Flores, Procurement and Warehouse Services at Purchasing@cry-rop.org

- 2.3 **Bid Content**
- 2.3.1 Bid Form/Signature Page
 - 2.3.5 Bid Bond/Security
 - 2.3.6 Designation of Subcontractors
 - 2.3.7 Non-Collusion Declaration
 - 2.3.8 Workers' Compensation Certificate
 - 2.3.9 Certificate Regarding Drug Free Workplace
 - 2.3.10 Alcohol and Tobacco-Free School Policy
 - 2.3.11 Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
 - 2.3.12 Division of Industrial Relations (DIR) Registration Certification of Contractor and Subcontractor
 - 2.3.13 Equal Opportunity Certification
 - 2.3.14 Certification Page

- 2.4 **Acceptance or Rejection of Bids**
Bids shall remain open, valid and subject to acceptance anytime within ninety (90) days after the bid opening date and time, unless a longer period of time is mutually agreed to by the parties. CRY-ROP will award based on individual items bid, or any combination of individual items, or upon a cumulative total of all items bid, whichever method is determined to be in its best interest. CRY-ROP may reject any or all bids, any part of a bid, or may waive any informality in a bid.

- 3.0 **INTERPRETATION OF DOCUMENTS**
Any interpretation or correction of the bid documents will be made only by addendum duly issued and a copy of such addendum will be mailed or delivered to each person receiving a set of the bid documents. No person is authorized to make any oral interpretation of any provision in the bid documents to any bidder and no bidder is authorized to rely on any such unauthorized oral interpretation.

Changes in, or additions to, the bid form, recapitulations of work bid upon, alternative proposals or any other modification of the bid form which is not specifically called for in the bid documents may result in CRY-ROP'S rejection of the bids as not being responsive. No oral or telephonic modification of any bid submitted will be considered.

- 4.0 **EVIDENCE OF RESPONSIBILITY**
Upon the request of CRY-ROP, a bidder whose bid is under consideration for the award of the contract shall submit promptly to CRY-ROP's satisfactory evidence showing the bidder's financial resources, his construction experience, and his organization and plant facilities available for the performance of the contract.

- 5.0 **AWARD OF CONTRACT**
The bid, if awarded by CRY-ROP, will be based on individual items bid, or any combination of individual items, or upon a cumulative total of all items bid, whichever method is determined to be in the best interest of CRY-ROP. The bid may be awarded to more than one **CONTRACTOR**, based on the needs of CRY-ROP.

- 6.0 **CONTRACT PROCEDURE**
The contract documents contemplate the following procedure following receipt of bid:

- a. If CRY-ROP determines that it intends to award a contract to one or more of the bidders, it will give the successful bidder(s) Notice of Intent to Award Contract.
- b. Following such notice, the successful bidder shall have seven (7) business days to post the Performance and Payment Bonds, submit Insurance Certificates, Contractor Certification Regarding Background Checks form, Resource Conservation Certification form, return executed copies of the Agreements, and commence work.

7.0 PERFORMANCE AND PAYMENT BONDS

Performance and Payment Bonds will be required to be maintained during the life of the contract at the level of one hundred percent of the contract amount. Each successful bidder, as Prime Contractor, will be required to execute, and the forms and amounts of surety bonds which he will be required to furnish at the time of execution of the Agreement, are included in the contract documents and should be carefully examined by the bidder. Payment and Performance Bonds must be executed by an admitted surety insurer as defined in Code of Civil Procedure Section 995.120.

8.0 BIDDERS INTERESTED IN MORE THAN ONE BID

No person, firm or corporation shall be allowed to make, file or be interested in more than one bid for the same project unless alternate bids are specifically called for. A person, firm or corporation that submits a sub-proposal to a bidder or that has quoted prices for materials to a bidder is thereby disqualified from submitting a sub-proposal or quoting prices to other bidders or making a prime proposal.

9.0 LENGTH OF CONTRACT

The contract, if awarded, shall begin on June 30, 2026, or as soon thereafter as practicable, and extend through July 31, 2026. CRY-ROP will coordinate with successful contractor to establish a schedule that is practicable.

10.0 TIME FOR COMPLETION

All work under this contract shall be completed before or by July 31, 2026

11.0 PRICES

Prices are to remain firm for the term of the contract.

12.0 SUBSTITUTIONS

The materials, products, and equipment described in the contract documents establish a standard of required function, dimension, appearance, and quality. Substitution of an item, product, or work will be considered no later than seven (7) calendar days prior to the bid opening.

13.0 TAXES

If under federal excise tax law, any transaction hereunder constitutes a sale on which a federal excise tax is imposed and the sale is exempt from such excise tax because it is a sale to a state or local government for its exclusive use, CRY-ROP upon request will execute a certificate of exemption which will certify that CRY-ROP is a political subdivision of the state for the purposes of such exemption and that the sale is for the exclusive use of CRY-ROP. No excise tax for such materials shall be included in any bid price.

14.0 INVOICES AND PAYMENTS

Invoices shall be submitted under the same firm name as shown on the purchase order. Invoice format shall be approved by CRY-ROP'S authorized representative. Each invoice shall reflect "One Job" that includes materials, supplies, and services. Each invoice shall clearly indicate the location/site name where work was accomplished. CRY-ROP shall make payment for materials, supplies or services furnished under the purchase order within a reasonable and proper time after acceptance thereof and approval of the invoices by the authorized representative.

14.1 Payments Withheld

CRY-ROP may withhold a sufficient amount of any payment otherwise due to **CONTRACTOR** as in its judgment may be necessary to cover:

- a. payments which may be past due and payable for just claims against **CONTRACTOR** for labor and/or materials furnished in and about the performance of work on the project under this contract.
- b. Defective work not remedied.
- c. Failure of **CONTRACTOR** to make proper payments for material or labor.
- d. Completion of contract if there exists a reasonable doubt that contract can be completed for balance then unpaid.
- e. Damage to another contractor.

When the above grounds are removed, payment shall be made for amounts withheld because of them.

CRY-ROP may apply such withheld amount to payment of such claims or obligations at his discretion. In so doing, **CRY-ROP** shall be deemed as agent of **CONTRACTOR** and any payment so made by **CRY-ROP** shall be considered as a payment made under contract by **CRY-ROP** to **CONTRACTOR** and **CRY-ROP** shall not be liable to **CONTRACTOR** for such payments made in good faith. Such payments may be made without prior judicial determination of claim or obligations. **CRY-ROP** will render **CONTRACTOR** a proper accounting of such funds disbursed on behalf of **CONTRACTOR**.

15.0 SAFETY REQUIREMENTS

All services proposed in response to this bid must conform with the Safety Order of the State of California, Division of Industrial Safety and CAL-OSHA regulations in effect at the time of bid. Bidders receiving awards of items subject to

Chapter 4 (Industrial Safety Orders) California Administrative Code, Title 8, Division of Industrial Relations, must submit to the Procurement and Warehouse Services of CRY-ROP Material Safety Data Sheets (MSDS) for those items, when requested.

16.0 LAWS AND REGULATIONS

CONTRACTOR shall give all notices and comply with all laws, ordinances, rules and regulations bearing on conduct of work as indicated and specified. If **CONTRACTOR** performs any work knowing it to be contrary to such laws, ordinances, rules and regulations he shall bear all costs arising therefrom.

17.0 PATENTS AND ROYALTIES

The **CONTRACTOR**, without exception, shall indemnify and hold harmless CRY-ROP and its employees from any liability of any nature or kind, including cost and expenses for or on account of any trademarked, copyrighted, patented, or non-patented inventions, process, or article manufactured or used in the performance of the contract, including its use by CRY-ROP. If the **CONTRACTOR** or subcontractor uses any design, device, or materials covered by letters, patent, trademark, or copyright, it is mutually understood and agreed without exception that the proposal prices shall include any royalties or cost arising from the use of such

18.0 PUBLIC WORKS PROJECT

In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the **CONTRACTOR** or subcontractor offers and agrees to assign to the awarding body all rights, title, and interest in and to all causes of action it 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 public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the **CONTRACTOR**, without further acknowledgment by the parties.

19.0 DEPARTMENT OF INDUSTRIAL RELATIONS REGISTRATION

As of March 1, 2015, all contractors bidding on a public works project must be registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. <http://www.dir.ca.gov/Public-Works/PublicWorks.html>

20.0 SUBCONTRACTORS

Each bidder shall submit a list of proposed subcontractors, if applicable, as required by the Subletting and Subcontracting Fair Practices Act (Public Contract Code Section 4100 and following).

CONTRACTOR agrees to bind every subcontractor by terms of the contract as far as such terms are applicable to subcontractor's work. If **CONTRACTOR** shall subcontract any part of this contract, **CONTRACTOR** shall be as fully responsible to **CRY-ROP** for acts and omissions of his subcontractor and of persons either directly or indirectly employed by subcontractor as he is for acts and omissions of person directly employed by him/her. Nothing contained in contract documents shall create any contractual relations between any subcontractor and **CRY-ROP**.

CRY-ROP'S consent to or approval of any subcontractor under this contract shall not in any way relieve **CONTRACTOR** of his obligations under this contract nor shall such consent or approval be deemed to waive any provisions of this contract.

Substitution or addition of subcontractor shall be permitted only as authorized by California Public Contract Code Section 4100 through Section 4114.

21.0 NON-COLLUSION

Any efforts to restrain competition and the making of false sworn statements in connection with the submission of bids are unlawful. Public Contract Code 7106 requires all bidders to submit a non-collusion declaration. Forms for this purpose are furnished with the bid documents.

22.0 EQUAL EMPLOYMENT OPPORTUNITY

Bidders shall comply with all equal employment opportunity provisions of federal, state and local non-discrimination laws, orders, regulations and guidelines as may be applicable to the bidder and be in effect during the performance of the Contract. The bidder shall certify that he is an Equal Opportunity Employer and has made a good faith effort to improve minority employment and agrees to meet federal and state guidelines. No discrimination shall be made in the employment of persons upon public projects because of the sex, race, color, national origin or ancestry, religion, or handicap of such persons.

23.0 FINGERPRINTING

This bid is subject to the provisions of Education Code Section 45125.1. Contractor's' employees are required to submit fingerprints to the Department of Justice where an employee may come into contact with students at any site. The Department of Justice will ascertain whether the employee has a pending criminal proceeding for a violent or serious felony or has been convicted of a violent or serious felony as they are defined in Penal Code Sections 667.5c) and 1192.7c) respectively. Contractor shall not permit an employee to come in contact with students until the Department of

Justice has ascertained that the employee has not been convicted of a felony as defined in Education Code Section 45122.1.

CONTRACTOR shall provide **CRY-ROP** with a list of names of employees who may come in contact with students and must certify in writing to **CRY-ROP** that none of its employees who may come in contact with students have been convicted of a felony as defined in Education Code Section 45122.1. **CRY-ROP** may request the removal of an employee from the site at any time. Failure to comply with this provision may result in termination of the Contract.

24.0 ANTI-DISCRIMINATION

Each Contractor agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment Practice Act, beginning with Government Code Section 12900, Labor Code Section 1735, and Title 5, Division 1, Chapter 1, Subchapter 4 of the California Code of Regulations. In addition, each Contractor agrees to require like compliance by any subcontractors employed on the work by him. Contractor shall not discriminate against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age, or marital status.

25.0 WORKERS' COMPENSATION

In accordance with the provisions of Section 3700 of the California Labor Code, **CONTRACTOR** shall secure the payment of compensation **CONTRACTOR** shall sign and file with **CRY-ROP** the Workers' Compensation Certificate included as part of the bid document and if awarded a contract, provide to **CRY-ROP** a copy of his Workers' Compensation Insurance certificate.

26.0 WAGE RATES

Pursuant to the provisions of Article 2 (commencing at Section 1770), Chapter 1, Part 7, Division 2 of the California Labor Code, the Director of the Department of Industrial Relations has ascertained the general prevailing rate of per diem wages in the locality in which this public work is to be performed for each craft, classification or type of workmen needed to execute the contract These prevailing rates so determined are available online at www.dir.ca.gov/dlsr/pwd/

Holiday and overtime work when permitted by law shall be paid for at a rate of at least one and one-half (1½) times the above specified rate of per diem wages, unless otherwise specified.

There shall be paid each worker of the **CONTRACTOR** or any of his subcontractors engaged in work on the Project not less than the general prevailing wage rate regardless of any contractual relationship which may be alleged to exist between the **CONTRACTOR** or any subcontractors and such worker.

The **CONTRACTOR** shall as a penalty to **CRY-ROP**, forfeit fifty dollars (\$50.00) for each calendar day or portion thereof for each worker paid less than the stipulated prevailing rates for such work or craft in which such worker is employed for any public work done under the contract by him or by any subcontractor under him. The amount of this forfeiture shall be determined by the Labor Commissioner and shall be based on consideration of **CONTRACTOR'S**, mistake, inadvertence, or neglect in failing to pay the correct rate of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rate of prevailing wages is not excusable if **CONTRACTOR** had knowledge of his obligations under Part 7, of Division 2, of the Labor Code. The difference between such stipulated prevailing wage rate shall be paid to each workman by the **CONTRACTOR**.

Any worker employed to perform work on the Project which is not covered by a classification listed in "Wages Rates" shall be paid not less than the minimum rate of wages specified herein for the classification which most nearly corresponds to work to be performed by him, and such minimum wage rate shall be retroactive to time of initial employment of such person in such classification.

Pursuant to Labor Code Section 1773.1, per diem wage are deemed to include employer payments for health and welfare, pension, vacation, travel time, and subsistence pay as provided in Section 1773.8 of the Labor Code, apprenticeship or other training programs authorized by Section 3093 of the Labor Code and similar purposes when the term "per diem wages" is used herein.

Apprentices of any of the above crafts may be employed provided they are properly indentured to **CONTRACTOR** in full compliance with the provision of Labor Code Section 1777.5.

CONTRACTOR and each subcontractor shall keep or cause to be kept in accurate record showing the name, occupation, actual hours worked and actual per diem wages paid to each workman employed by him in connection with this public work. Such record shall be open at all reasonable hours to inspection by **CRY-ROP**, its officers and agents to Chief Division of Labor Law Enforcement of the State Department of Industrial Relations, State of California, his deputies and agents.

CONTRACTOR shall post at appropriate conspicuous points on the site of work, a schedule showing all determined minimum wage rates an all authorized deductions, if any, from unpaid wages actually earned.

27.0 EMPLOYMENT OF UNDOCUMENTED ALIENS

Pursuant to Public Contract Code Section 6101, no bidder shall be eligible to bid for or be awarded a contract by CRY-ROP when the bidder has, from a date of five (5) years preceding the date established for receipt of bids, been convicted of violating a State or Federal law respecting the employment of undocumented aliens. Each bidder shall certify compliance with this requirement and shall submit such certification with his bid.

28.0 HOURS OF WORK

As provided in Article 3 (commencing at Section 1810), Chapter 1, Part 7, Division 7 of the California Labor Code, eight (8) hours of labor constitutes a legal day's work. The time of service of any workman employed at any time by the **CONTRACTOR** or by the Project or upon any part of the Project contemplated by this contract is limited and restricted to eight (8) hours during any one calendar day and forty (40) hours during any one (1) calendar week, except as hereinafter provided.

CONTRACTOR shall, as a penalty, forfeit twenty-five dollars (\$25.00) for each workman employed in the execution of the contract by the **CONTRACTOR** or by any subcontractor for each calendar day during which such workman is required or permitted to work more than eight hours in any one (1) calendar day and forty (40) hours in any one (1) calendar week.

Notwithstanding the provisions hereinabove set forth, work performed by employees of **CONTRACTOR** in excess of eight (8) hours per day and forty (40) hours during any one (1) week upon this Project shall be permitted compensation of all hours worked in excess of eight (8) hours per day at not less than one and one-half (1 ½) times the basic rate of pay, unless work in excess of eight (8) hours per day is governed by provisions of California Code of Regulations (CCR) Section 11040, subsection 3. Hours and days of Work, Paragraph (A), or any other California Code of Regulations or other state law, regulating work hours in excess of (8) hours per day.

Any work necessary to be performed after regular working hours, or on Sundays or other holidays shall be performed without additional expense to **CRY-ROP**.

29.0 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

CONTRACTOR shall adhere to the Contract Work Hours and Safety Standards Act (CWHSS) 48 CFR Part 22.300-22.305 which requires that no laborer or mechanic doing any part of the work contemplated by the contract shall be required or permitted to work more than 40 hours in any workweek unless paid for all such overtime hours at not less than 1 ½ times the basic rate of pay.

30.0 PROTECTION OF WORK AND PROPERTY

CONTRACTOR shall be responsible for all damages to persons or property that occur as a result of his fault or negligence in connection with the prosecution of this Contract and shall be responsible for the proper care and protection of all materials delivered and work performed until completion and final acceptance by CRY-ROP. All work shall be solely at the **CONTRACTOR'S** risk. He shall adequately protect adjacent property from loss or damage as provided by law and contract documents. **CONTRACTOR** shall take all necessary precautions for safety of employees on the work and shall comply with all applicable safety laws and building codes to prevent accidents or injury to persons on, about or adjacent to premises where work is being performed.

In an emergency affecting safety of life, work or adjoining property, **CONTRACTOR**, without special instruction or authorization from **CRY-ROP**, is hereby permitted to act at his discretion to prevent such threatened loss or injury, and he shall so act, without appeal, if so authorized or instructed by **CRY-ROP**. Any compensation claimed by **CONTRACTOR** on account of emergency work shall be determined by agreement.

Confine his apparatus, the storage of materials and the operations of his workmen to limits indicated by law, ordinances, permits or directions of **CRY-ROP** and shall not unreasonably encumber premises with his materials and enforce all instructions of **CRY-ROP** regarding signs advertising, fires, danger signals, barricades and smoking and require that all persons employed on work comply with all regulations while on site.

It is further expected and understood that the **CONTRACTOR** will perform all repairs, maintenance and installation in accordance with generally accepted safety practices and shall be solely and completely responsible for conditions of the job site, including safety of all persons and property during the performance of work. This requirement will apply continuously and not be limited to normal working hours.

31.0 LICENSES

Bidder must possess a license B General Building Contractor. Any permits required for the execution of the work called for in the bid shall be secured and paid for by the **CONTRACTOR**, unless otherwise specified.

32.0 HOLD HARMLESS

CONTRACTOR agrees, at its own expense, cost and risk, to indemnify, defend, save and hold harmless CRY-ROP, its agents, employees and officers against any and all personal injuries, damages, liabilities, costs, suits or expenses, including reasonable attorney's fees, arising out of any act or omission or the condition of any property owned or controlled by the **CONTRACTOR** in the performance of this contract. It is understood that employees and any subcontractor of the **CONTRACTOR** in its performance under this contract are not agents or employees of CRY-ROP.

33.0 PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE

CONTRACTOR shall take out and maintain during the life of the contract such public liability and property damage insurance as shall protect him and **CRY-ROP** from all claims for property damage arising from operations under the contract.

CONTRACTOR shall require his subcontractors, if any, to take out and maintain similar public liability and property damage insurance.

CONTRACTOR shall not commence work or shall he allow any subcontractor to commence work under this contract until he has obtained all required insurance and certificates which have been delivered and approved by **CRY-ROP**.

- a. Certificates and insurance policies shall include the following clause: "This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to **CRY-ROP** stating date of cancellation or reduction any may not be less than ten (10) days after date of receipt of notice."
- b. Certificates of insurance shall state in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date and cancellation and reduction notice.
- c. Certificates of insurance shall clearly state that **CRY-ROP** is named as additional insured under the policy described and that such insurance policy shall be primary to any insurance or self-insurance maintained by **CRY-ROP**. Contractor will be required to submit the endorsement page Form CG 20 10 as proof of additional insured.
- d. Insurance shall be written for not less than the following limits, or greater if required by law
 - 1. Workers' Compensation
 - a. State Statutory
 - b. Applicable Federal Statutory
 - 2. Comprehensive general liability, including premises-operations, independent contractor's protection, products and completed operations, broad form property damage:
 - a. Bodily Injury \$1,000,000 each occurrence
\$2,000,000 aggregate
 - b. Property Damage \$1,000,000 each occurrence
\$2,000,000 aggregate
 - 3. Comprehensive Automobile Liability (owned, non-owned, hired)
 - a. Bodily Injury \$1,000,000 each person
\$1,000,000 each accident
 - b. Property Damage \$1,000,000 each occurrence

34.0 WORKERS

CONTRACTOR shall at all times enforce strict discipline and good order among his employees and shall not employ any unfit persons or anyone not skilled in work assigned to him. Any person in the employ of the **CONTRACTOR** whom **CRY-ROP** may deem incompetent or unfit shall be dismissed from performing work under **CRY-ROP'S** contract and shall not again be employed on said work, except with written consent of **CRY-ROP**. **CONTRACTOR** will review with his employees the specifications of work to be performed.

35.0 WARRANTY

CONTRACTOR shall guarantee the painting (if any) against peeling, fading, cracking, or blistering and shall repair or replace any or all such work that may prove to be defective in workmanship or material together with any other adjacent work which may be displaced in connection with such replacement within a period of two (2) years from the date of acceptance of the above-mentioned project by **CRY-ROP**; ordinary wear and tear, unusual abuse or neglect are exempt. **CRY-ROP** will give notice of observed defects with reasonable promptness. **CONTRACTOR** shall notify **CRY-ROP** upon completion of repairs.

In the event of failure of **CONTRACTOR** to comply with above-mentioned conditions within one (1) week after being notified, **CRY-ROP** is hereby authorized to proceed to have defects repaired and made good at expense of **CONTRACTOR** who hereby agrees to pay costs and charges therefore immediately on demand.

If, in the opinion of **CRY-ROP**, defective work creates a dangerous condition or requires immediate correction or attention to prevent further loss to **CRY-ROP** or to prevent interruption of operations of **CRY-ROP**, **CRY-ROP** will attempt to give the notice required by this Article 27.0. If the **CONTRACTOR** cannot be contacted or does not comply with **CRY-ROP'S** requirements for correction within a reasonable time as determined by **CRY-ROP**, **CRY-ROP** may, notwithstanding the provisions of this Article, proceed to make such correction or provide such attention and the costs of such correction or attention shall be charged against the **CONTRACTOR**. Such action by **CRY-ROP** will not relieve the **CONTRACTOR** of the warranty provided in this Article or elsewhere in this contract.

This Article 27.0 does not in any way limit the warranty on any items for which a longer warranty is specified or on any items for which a manufacturer gives a warranty for a longer period. **CONTRACTOR** shall furnish **CRY-ROP** all appropriate warranty certificates upon completion.

36.0 TIME FOR COMPLETION AND LIQUIDATED DAMAGES

Work shall commence no later than forty-eight (48) hours after notification by **CRY-ROP'S** authorized representative. If the work is not completed in accordance with the terms of this document, it is understood that **CRY-ROP** will suffer damage.

Extension of Time. **CONTRACTOR** shall not be charged liquidated damages because of any delay in completion of work due to unforeseeable causes beyond his control including, but not restricted to, acts of God or public enemy, acts of Government, acts of **CRY-ROP** or anyone employed by him or acts of another contractor in performance of a contract with **CRY-ROP**, fires, floods, epidemics, quarantine restrictions, strikes, freight and embargoes or delays of subcontractor due to such causes.

Exception to work commencing would be for notifications received that would cause work to start on a Saturday or Sunday. Such notification and work commencing start dates should be coordinated with **CRY-ROP** or his authorized representative.

Liquidated Damages. The amount of liquidated damages for failure to comply shall be two hundred fifty dollars (\$250.00) per calendar day, unless mutually agreed to by **CRY-ROP** and **CONTRACTOR**.

37.0 CORRECTION OF WORK BEFORE ACCEPTANCE OF WORK

CONTRACTOR shall promptly remove from premises all work condemned by **CRY-ROP** as failing to conform to Contract whether incorporated or not. **CONTRACTOR** shall promptly replace and re-execute his own work to comply with Contract documents without additional expense to **CRY-ROP** and shall bear the expense of making good all work of other **CONTRACTOR'S** destroyed or damaged by such removal or replacement.

If **CONTRACTOR** does not remove such condemned work within a reasonable time, fixed by written notice, **CRY-ROP** may remove it and may store the material at **CONTRACTOR'S** expense. If **CONTRACTOR** does not pay expenses of such removal within the ten (10) days time thereafter, **CRY-ROP** may, upon ten (10) days written notice, sell such materials at auction or at private sale and shall account for net proceeds thereof, after deducting all costs and expenses that should have been borne by **CONTRACTOR**.

38.0 MATERIALS

Except as otherwise specifically stated in the Contract, **CONTRACTOR** shall provide and pay for all materials, labor, tools, equipment, and all other services and facilities of every nature whatsoever necessary to execute and complete this Contract within specified time.

Unless otherwise specified, all materials shall be new and the best of their respective kinds and grades as noted and/or specified and workmanship shall be of good quality.

No materials, supplies or equipment for work under this contract shall be purchased subject to any chattel mortgage, under a conditional sale or other agreement by which an interest therein, or in any part thereof, is retained by seller or supplier. **CONTRACTOR** warrants good title to all material, supplies and equipment installed or incorporated in work and agrees upon completion of all work to deliver, together with all improvements and appurtenances constructed or placed thereon by him, to **CRY-ROP** free from any claim, liens or charges.

39.0 RESOURCE CONSERVATION

CRY-ROP is fully committed to providing a safe and healthy school or work environment for students, families, and staff. **CRY-ROP** will promote the conservation of resources through "Green practices" and take a proactive and preventative approach in the areas of purchasing, new construction, maintenance and operations.

40.0 CLEAN AIR AND WATER ACT

Applicable only if the award exceeds \$100,000, or a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. 1857c-8(c)(1) or the Federal Water Pollution Control Act (42 U.S.C. 1857c-8(c)(1) or the Federal Water Pollution Control Act (33 U.S.C. 1319(c)), and 9s listed by EPA, or if the award is not otherwise exempt.

The **CONTRACTOR** agrees to the following: (a) Comply with applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended (42 U.S.C. 7401, et seq.) and of the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.). (b) That no portion of the work under this award will be performed in a facility listed on the Environmental Protection Agency (EPA) List of Violating Facilities on the date that this award was effective unless and until the EPA eliminates the name of such facility or facilities from such listings. (c) Use its best efforts to comply with clear air standards and clean water standards at the facility in which the award is being performed. (b) Insert the substance of the provisions of this clause into any nonexempt subaward or contract under the award. (e) Report violations to NASA or to EPA.

41.0 CLEAN UP

CONTRACTOR shall at all times keep premises free from debris such as waste, rubbish and excess materials and equipment caused by this work. Debris shall be removed from premises. **CONTRACTOR** shall not leave debris under, in or about the premises. Upon completion of work, he shall clean interior and exterior of building including fixtures, equipment, walls, floors, ceilings, roofs, windowsills and ledges, horizontal projections and any areas where debris has collected to surfaces. He shall clean and polish all glass, plumbing fixtures and finish hardware and similar finish surfaces and equipment and remove temporary fencing, barricade, planking and construction toilet and similar temporary facilities from site.

42.0 INDEPENDENT CONTRACTOR

While engaging in carrying out the terms and conditions of this bid and any resulting contract, the **CONTRACTOR** is an independent **CONTRACTOR** and not an officer or agent of CRY-ROP. The **CONTRACTOR** should thereafter maintain adequate liability and Workers' Compensation insurance to protect his interests.

43.0 DEFAULT BY CONTRACTOR

If the successful bidder fails or neglects to furnish, deliver, provide or install any of the equipment, materials, supplies or services at the prices quoted, or at the times and places agreed upon, or otherwise fails to comply with the terms, conditions and specifications of this bid document in its entirety, CRY-ROP reserves the right to cancel existing orders of any items affected by such default; and procure the equipment, materials, supplies or services from other sources and deduct from any unpaid balance due to the successful bidder or collect against his sureties, if any, excess costs so paid. The price paid shall be considered the prevailing market price at the time such purchase is made.

44.0 ASSIGNMENT

CONTRACTOR shall not assign this contract or any part thereof without prior written consent of CRY-ROP. Any assignment of money to become due under this contract shall be subject to a prior lien for services rendered or materials supplied for performance of work called for under said contract by all persons, firms or corporations rendering such services or supplying such materials to the extent that claims are filed pursuant to the Code of Civil Procedure and the Government Code.

45.0 TERMINATION

Without limiting any rights or remedies which **CRY-ROP** may have in the event of any default by **CONTRACTOR**, **CRY-ROP** shall have the right, upon ten (10) days prior written notice to **CONTRACTOR**, to terminate this Agreement at any time and without cause prior to complete delivery. Such termination shall be without any obligation or liability to **CONTRACTOR** other than payment of charges for the value of work performed, and for necessary expenditures which can be established by **CONTRACTOR** as having been reasonably incurred prior to the time that notice of termination is given. In no event shall the termination charges exceed the purchase price of the equipment. In the event of any termination, **CRY-ROP** shall be entitled to all materials, work in process and completed work included as value of work performed and necessary expenditures in determining the charges referred to above and paid by **CRY-ROP**.

46.0 NOTICE AND SERVICE THEREOF

Any notice from one party to the other under the Contract shall be in writing and shall be dated and signed by party giving such notice or by duly authorized representative of such party. Any such notice shall not be effective for any purpose whatsoever unless serviced in one of the following manner:

- a. If notice is given to **CRY-ROP**, by personal delivery thereof to **CRY-ROP** or by depositing same in United States mail, enclosed in a sealed envelope, addressed to **CRY-ROP**, postage prepaid and registered.
- b. If notice is given to **CONTRACTOR**, by personal delivery there to said **CONTRACTOR**, or by depositing same in United States mail, enclosed in a sealed envelope, addressed to said **CONTRACTOR** at his regular place of business or at such other address as may have been established for the conduct of work under this contract, postage prepaid and registered.
- c. If notice is given to surety or other persons, by personal delivery to such surety or other person/s or by depositing same in United States mail, enclosed in a sealed envelope, addressed to such surety or person at the address or such surety or person last communicated by him to party giving notice, postage prepaid and registered.

47.0 SEVERABILITY

If any provision of the Agreement shall be unlawful, void, or for any reason, unenforceable, it shall be deemed severable from, and shall in no way effect the validity or enforceability of the remaining provisions of this Agreement, which shall remain valid and enforceable according to its term.

48.0 GOVERNING LAW

This Agreement shall be governed and interpreted in accordance with the laws of the state of California.

49.0 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 the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise

any such provision is not inserted, or is not correctly inserted, then upon application of either party the contract shall forthwith be physically amended to make such insertion or correction.

50.0 CLAIMS & DISPUTES

Claims, disputes, or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach hereof shall be subject to mediation under the auspices of a recognized, neutral third-party professional mediation service, or other mediation acceptable to both parties, prior to undertaking any legal action. The cost of the mediation service shall be borne equally by the parties.

51.0 PROTEST

Bidders may protest the recommended award, provided the protest is in writing, contains the bid number and is delivered to the address listed for submission of bid documents, and submitted within five (5) calendar days from the date on which the bid was opened.

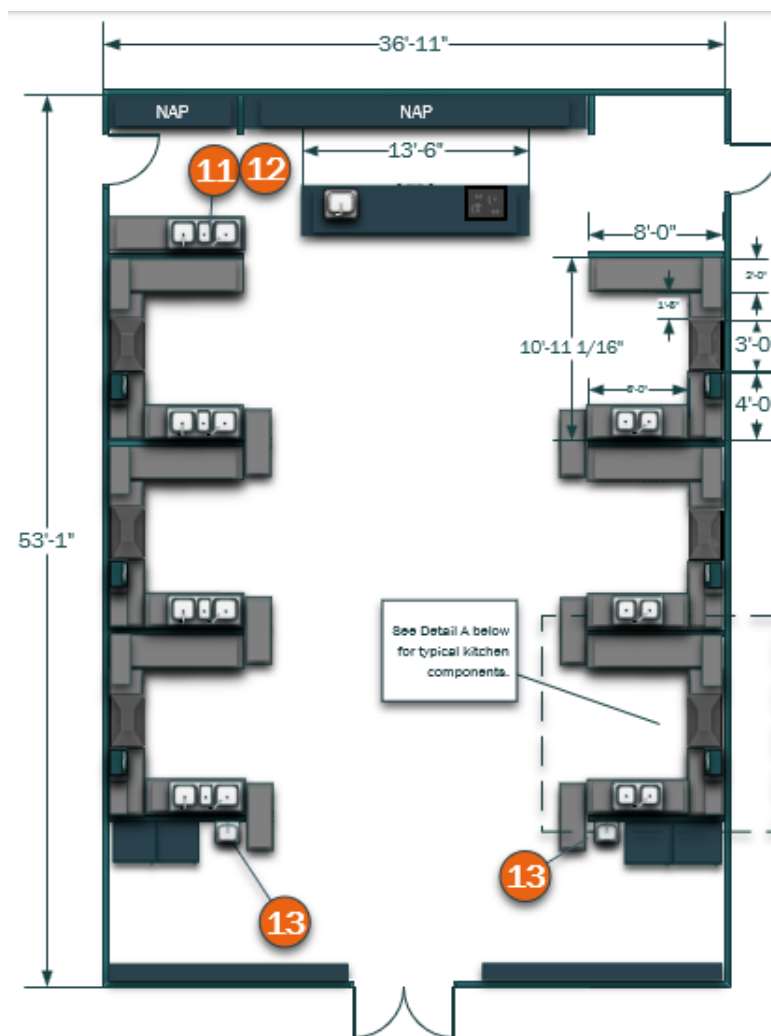
Grounds for a protest is that **CRY-ROP** failed to follow the selection procedures and adhere to requirements specified in the bid documents or any addenda or amendments; there has been a violation of conflict of interest as provided in California Government Code Section 87100 et. Seq.; or violation of any State or Federal law. Protests will not be accepted on any other grounds. All protests will be handled by a panel comprised of **CRY-ROP** staff.

CRY-ROP will consider only these specific issues addressed in the written protest. A written response will be directed to the protesting bidder within seven (7) calendar days of receipt of the protest, advising of the decision with regard to the protest and the basis for the decision.







SPECIFICATIONS






1. Demolish all noted upper cabinets in student kitchen areas and storage room. Learning wall storage and teacher island to remain.
2. Modify existing teacher island to accept a 36" wide range
3. Patch & Repaint walls and sills throughout demolished areas. *1000SF Swiss Coffee*
4. Add top caps for all pony walls. Approx. 6" x 40LF Quartz surface in black pearl
5. Adjust plumbing for new modular stainless steel culinary sinks and handwash sinks *9 places*.
6. Adjust existing electrical for proposed mounted microwaves 6 Places
7. install stainless wall sheathing on all walls in kitchen areas *Approx. 1000SF*
8. Install all CRY-ROP owned appliances, modular tables, sinks, and wall shelves (See list of purchased modular units and equipment for reference)
9. Replace Vent Hoods in kitchens with 36" model (CRY-ROP purchased) *6 Places*






IAGRAM A



Shown equipment above are examples only. Final products and specs may differ slightly per the specs below:

Item	Qty	Description
1	6 ea	WORK TABLE, STAINLESS STEEL TOP
		GSW USA Model No. WT-PB3096 Premium Work Table, 96"W x 30"D x 35"H, 16/304 gauge stainless steel sound deadened top with 4" backsplash, stainless steel undershelf, stainless steel legs with adjustable ABS bullet feet, rolled edge construction, ETL
2	6 ea	WORK TABLE, UNDERSHELF
		GSW USA Model No. WT-P3096US Undershelf, 96"W x 30"D, 18/430 stainless steel, for WT-P3096 & WT-PB3096 work tables, ETL
3	6 ea	WORK TABLE, STAINLESS STEEL TOP
		GSW USA Model No. WT-PB2448 Premium Work Table, 48"W x 24"D x 35"H, 16/304 gauge stainless steel sound deadened top with 4" backsplash, stainless steel undershelf, stainless steel legs with adjustable ABS bullet feet, rolled edge construction, ETL
4	6 ea	WORK TABLE, UNDERSHELF
		GSW USA Model No. WT-P2448US Undershelf, 48"W x 24"D, 18/430 stainless steel, for WT-P2448 & WT-PB2448 work tables, ETL
5	6 ea	WORK TABLE, STAINLESS STEEL TOP
		GSW USA Model No. WT-PB2418 Premium Work Table, 18"W x 24"D x 35"H, 16/304 gauge stainless steel sound deadened top with 4" backsplash, stainless steel undershelf, stainless steel legs with adjustable ABS bullet feet, rolled edge construction, ETL
6	6 ea	WALL CABINET
		GSW USA Model No. CWD-1536H Cabinet, wall mount, 36"W x 15"D x 35"H, enclosed front design with hinged doors, stainless steel construction, 18-gauge polished & sloped top, (2) double-panel hinged doors, adjustable intermediate shelf, ETL

Item	Qty	Description
7	6 ea	<p>MICROWAVE OVEN, SHELF</p> <p>GSW USA Model No. MS-2418</p> <p>Microwave Oven Shelf, wall mount, space saver, 24"W x 18"D x 12"H, holds up to 100 lbs. capacity, polished stainless steel, shipped KD, ETL</p> 
8	6 ea	<p>MICROWAVE OVEN</p> <p>ACP Model No. RFS12TS</p> <p>Amana® Commercial Microwave Oven, 1.2 cu. ft., 1200 watts, medium volume, 4-stage cooking, (5) power levels, (100) memory settings, 60-minute max cooking time, LED display, touch control, ADA-compliant Braille touch pads, audible end of cycle signal, side hinged door with tempered glass, lighted interior, sealed-in ceramic shelf, stainless steel exterior & interior, 120v/60/1-ph, 16.0 amps, 20 MCA, 2000 watts (total), NEMA 5-20P, cETLus, ETL-</p> 
9	3 ea	<p>THREE (3) COMPARTMENT SINK</p> <p>GSW USA Model No. SE18183L</p> <p>Sink, three compartment, 75-3/8"W x 24"D x 45"H, 18-gauge stainless steel construction, 18" x 18" x 12" deep compartments, 18" drainboard on left, 11-1/2"H backsplash, 8" OC splash mount faucet holes, includes (3) strainers with 3-5/8" dia. openings, stainless steel legs & side cross bracing, ETL</p> 
10	3 ea	<p>TWO (2) COMPARTMENT SINK</p> <p>GSW USA Model No. SEE18182D</p> <p>Sink, two compartment, 72"W x 24"D x 45"H, 18-gauge stainless steel construction, 18" x 18" x 12" deep compartments, 18" drainboards on left & right, 11-1/2"H backsplash, 8" OC splash mount faucet holes, includes (2) 3-5/8" dia. basket strainers, stainless steel legs & side crossbracing, NSF, ETL (Economy Line)</p> 
11	7 ea	<p>RANGE, 36", 6 OPEN BURNERS</p> <p>Dukers Appliance Co., USA Ltd. Model No. DCR36-6B</p> <p>Gas Range, 36"W x 31-1/2"D x 56"H, 6 burners, stainless steel exterior including front, back sides, kick plate, back guard and over shelf, 12" X 12" removable cast iron top grates, oven temperature range (175°F to 500°F), 3/4" NPT rear gas connection, enamel interior oven, 6" casters, CSA-Sanitation, cCSAus, (configured for Natural Gas, LP Conversion Kit</p> 

Item	Qty	Description
12	1 ea	<p>THREE (3) COMPARTMENT SINK</p> <p>GSW USA Model No. SEE18183D</p> <p>Sink, three compartment, 90-1/4"W x 24"D x 45"H, 18-gauge stainless steel construction, 18" x 18" x 12" deep compartments, 18" drainboards on left & right, 11-1/2"H backsplash, 8" OC splash mount faucet holes, includes (3) strainers with 3-5/8" dia. openings, stainless steel legs & side crossbracing, NSF, ETL (Economy Line)</p>
		
13	7 ea	<p>PRE-RINSE FAUCET ASSEMBLY</p> <p>GSW USA Model No. AA-988GT Packed 4 ea</p> <p>Pre-Rise Unit, heavy duty, 8" wall mount, 45"H, 1/2" NPT female inlet, standard 44" hose, integral spring check valves, 12" wall bracket attached, heavy duty brass construction, polished chrome finish, lead free, ETL</p>
		
14	7 ea	<p>ADD ON FAUCET, FOR PRE RINSE FAUCET</p> <p>GSW USA Model No. AA-943G Packed 20 ea</p> <p>Add-on Faucet, 10" spout, no lead, MAX 2.2GPM @ 60PSI</p>
		
15	2 ea	<p>HAND SINK</p> <p>GSW USA Model No. HS-1715W</p> <p>Hand Sink, wall mount, one compartment, 17"W x 15-3/4"D x 13-3/8"H overall size, 14-1/4" wide x 10-1/8" front-to-back x 5" deep sink bowl, radius includes: no lead wall mount gooseneck faucet (AA-410G) & strainer (AA-141), wall mount bracket, 304 stainless steel construction,</p>
		
16	6 ea	<p>DISH CABINET</p> <p>GSW USA Model No. CDN-1548</p> <p>Dish Cabinet, 15"W x 48"L x 35"H, 18 gauge polished stainless steel top, (2) under shelves, stainless steel construction, ETL</p>
		

Note: 36" Vent Hood and specifications will be added as an addendum once available.

BID FORM/SIGNATURE PAGE
To Be Submitted with Bid

The undersigned having carefully examined the Notice to Contractors Calling for Bids, the Specifications, and all contract documents for the proposed Bid.

ADDENDA: The undersigned has thoroughly examined any and all Addenda issued during the bid period and is thoroughly familiar with all contents thereof and acknowledges receipt of the following Addenda: (Bidder to list all addenda).

Addendum No. _____	Date Received _____	Addendum No. _____	Date Received _____
Addendum No. _____	Date Received _____	Addendum No. _____	Date Received _____

BID AMOUNT

**IFB #25/26-103
 REVHS - CULINARY CLASSROOM MODERNIZATION
 PROJECT**

TOTAL COST IN NUMBERS \$ _____

TOTAL CASH PURCHASE PRICE IN WORDS

_____ including all applicable taxes and licenses.

COMPANY INFORMATION

Company Name: _____

Authorized Representative: _____

Company Address: _____

Telephone Number: (____) _____ Fax Number (____) _____

E-mail Address: _____

Authorized Representative's Signature: _____ Date: _____

Type of license meeting bid requirements _____ License # _____ Expiration Date: _____

Department of Industrial Registration No. _____

REFERENCES: Please provide the names and phone number of three (3) projects of similar type and extent.

1. _____
2. _____
3. _____

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we _____, as Principal, and _____, as Surety, an admitted Surety insurer pursuant to Code of Civil Procedure, Section 995.120, legally doing business in California at _____, are held and firmly bound unto the 1214 Indiana Court, Redlands, CA 92374, hereinafter referred to as District, in the penal sum of TEN PERCENT (10%) OF THE TOTAL AMOUNT OF THE BID of the Principal submitted to the said District for the work described below for the payment of which sum is lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted the accompanying bid dated _____, 20____, for construction of:

**REVHS - CULINARY CLASSROOM MODERNIZATION PROJECT
IFB #25/26-103**

NOW THEREFORE, the Principal shall not withdraw said bid within 90 days after said opening; and the Principal, when given Notice of Intent to Award Contract, shall within seven (7) calendar days after the prescribed forms are presented to him for signature, return executed copies of the Agreement to the District, in accordance with the bid as accepted and give bond with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such contract and for the payment for labor and materials used for the performance of the contract, or in the event of the withdrawal of said bid within the period specified or the failure to enter into such contract and give such bonds within the time specified, the Principal shall pay the District the difference between the amount specified in said bid and the amount for which the District may procure the required work and/or supplies if the latter amount be in excess of the former, together with all costs incurred by the District in again calling for bids, then the above obligation shall be void and of no effect, otherwise to remain in full force and virtue.

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

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

IN WITNESS WHEREOF the above-bound parties have executed this instrument under their several seals this _____ day of _____, 20____, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

(Corporate Seal)

Principal
By _____
Title _____

(Corporate Seal)

Surety
By _____
Title _____
Telephone _____

(Attach Attorney-in-Fact Certificate)

DESIGNATION OF SUBCONTRACTORS
To Be Submitted with Bid

In compliance with the Subletting and Subcontracting Fair Practices Act (Public Contract Code commencing at Section 4100) and any amendments thereof, each bidder shall set forth below:

- (a) The name and the location of the place of business of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement, or a subcontractor licensed by the state of California who, under subcontract to the prime contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of one percent of the prime contractor's total bid or, in the case of bids or offers for the construction of streets or highways, including bridges, in excess of one-half of one percent of the prime contractor's total bid or ten thousand dollars (\$10,000), whichever is greater.
- (b) The portion of the work to be done by each subcontractor under this act.

The prime contractor shall list only one subcontractor for each such portion as is defined by the prime contractor in this bid.

If a prime contractor fails to specify a subcontractor or if a prime contractor specifies more than one subcontractor for the same portion of work to be performed under the contract in excess of one-half of one percent of the prime contractor's total bid, he shall be deemed to have agreed that he is fully qualified to perform that portion himself, and that he shall perform that portion himself.

No prime contractor whose bid is accepted shall:

- (a) Substitute any subcontractor,
- (b) Permit any subcontract to be voluntarily assigned or transferred or allow it to be performed by anyone other than the original subcontractor listed in the original bid or;
- (c) Sublet or subcontract any portion of the work in excess of one-half of one percent of the prime contractor's total bid as to which his original bid did not designate a subcontractor, except as authorized in the Subletting and Subcontracting Fair Practices Act.

Subletting or subcontracting of any portion of the work in excess of one-half of one percent of the prime contractor's total bid as to which no subcontractor was designated in the original bid shall only be permitted in cases of public emergency or necessity, and then only after a finding reduced to writing as a public record of the authority awarding this contract setting forth the facts constituting the emergency or necessity.

A prime contractor violating any of the provisions of Section 4100 of the Public Contract Code shall be deemed to be in violation of this contract and CRY-ROP may exercise the option, in its own discretion, of (1) canceling the contract or (2) assessing the prime contractor a penalty in an amount of not more than 10 percent of the amount of the subcontract involved.

DESIGNATION OF SUBCONTRACTORS

To Be Submitted with Bid

SUBCONTRACTORS LIST		
<i>All Subcontractors in excess of 1/2 of 1% of total bid must be listed.</i>		
SUBCONTRACTOR:		ITEM OF WORK:
LOCATION/ADDRESS:		
PHONE:		
LICENSE NO.	EXPIRATION DATE:	CLASS:
DIR REGISTRATION NO.		
SUBCONTRACTOR:		ITEM OF WORK:
LOCATION/ADDRESS:		
PHONE:		
LICENSE NO.	EXPIRATION DATE:	CLASS:
DIR REGISTRATION NO.		
SUBCONTRACTOR:		ITEM OF WORK:
LOCATION/ADDRESS:		
PHONE:		
LICENSE NO.	EXPIRATION DATE:	CLASS:
DIR REGISTRATION NO.		
SUBCONTRACTOR:		ITEM OF WORK:
LOCATION/ADDRESS:		
PHONE:		
LICENSE NO.	EXPIRATION DATE:	CLASS:
DIR REGISTRATION NO.		

 PROPER NAME OF BIDDER

 BY

NON-COLLUSION DECLARATION

To Be Submitted with Bid

The undersigned declares:

I am the _____ of _____, the party making the foregoing bid.

The Bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization or corporation. The Bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on:

_____, at _____, _____.
(date) (city) (state)

X _____

WORKERS' COMPENSATION CERTIFICATION
To Be Submitted with Bid

Labor Code Section 3700:

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

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's 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: _____

Contractor

By:

Signature

(In accordance with Article 5 (commencing at Section 1860), Chapter 1, Part 7, Division 2 of the Labor code, the above certificate must be signed and filed with the awarding body prior to performing any work under this contract.)

CERTIFICATE REGARDING DRUG-FREE WORKPLACE
To Be Submitted with Bid

This Drug-Free Workplace Certification form is required from all successful bidders pursuant to the requirements mandated by Government Code Section 8350 et seq., 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.

Pursuant to Government Code Section 8355, every person or organization awarded a contract or grant from a State agency shall certify that it will provide a drug-free workplace by doing all of the following:

- a) publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace and specifying actions 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 by subdivision (1) 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 substances 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 CRY-ROP 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 Section 8350 et. seq.

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

Date: _____

Contractor

Signature

ALCOHOL AND TOBACCO-FREE SCHOOL POLICY
Form Must Be Submitted with Bid

In the interest of public health, CRY-ROP provides an alcohol and tobacco-free environment. Smoking or the use of any tobacco products and/or alcoholic beverages are prohibited in buildings and vehicles, and on any property owned, leased or contracted for, by CRY-ROP. Failure to abide with this requirement could result in the termination of this contract.

I acknowledge that I am aware of the Alcohol and Tobacco-Free School Policy and hereby certify that my employees and I will adhere to the requirements of the policy.

By: _____
Name of Vendor (Print or Type)

Signature

Print Name

Title

Date

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION

To Be Submitted with Bid

I am aware of and hereby certify that neither _____ nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. I further agree that I will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the bidder/offeror/ contractor or any lower participant is unable to certify this statement, it shall attach an explanation to this solicitation proposal.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal of the above-named bidder on the _____ day of _____, 20____ for the purposes of submission of this bid.

(Corporate Seal)

Name of Vendor (Print or Type)

By: _____
Signature

Print Name

Title

As the awardee under this Bid, I hereby certify that the above certification remains valid as of the date of contract award, specifically, as of the ____ day of _____, 20____, for the purposes of award of this contract.

(Corporate Seal)

Name of Vendor (Print or Type)

By: _____
Signature

Print Name

Title

DIVISION OF INDUSTRIAL RELATIONS (DIR) REGISTRATION
CERTIFICATION OF CONTRACTOR AND SUBCONTRACTOR

Form Must Be Submitted with Bid

Pursuant to Labor Code Section 1725.5, a contractor and all subcontractors must be registered with the Department of Industrial relations in order to quote, bid on, to be listed in a bid proposal or to engage in the performance of any defined "Public Work" contract. If the total project cost is over \$1,000 the project is considered "Public Work" and is subject to ALL requirements pursuant to Labor Code sections 1720 thru 1815. Accordingly, the payment of prevailing wages is mandatory – Proof of a valid Contractor/Specialty license, DIR Registration, worker's compensation and liability insurance is required before any work begins. Refer to the Public Work Information link: <http://www.dir.ca.gov/Public-Works/PublicWorks.html> for further information. If selected for a project over \$1,000 you will be required to enter certified payroll reports (electronically) into the Department of Industrial Relations (DIR) eCPR website located at: <http://www.dir.ca.gov/Public-Works/Certified-Payroll-Reporting.html>

I, _____, _____, certify that
(Name) (Title)

_____ is currently registered with the Department of Industrial
(Contractor Name)

Relations (DIR).

Contractor's DIR Registration Number _____

Expiration date June 30, 20_____

Contract further acknowledges:

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

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

I declare under penalty of perjury under California law that I understand the foregoing, that it is true and correct and that I am a legal and authorized representative of the aforementioned firm.

By: _____

Signature _____

Print Name _____

Title _____

Equal Opportunity Certification
Form Must Be Submitted with Bid

Company: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____

Email: _____

Number of employees: _____

Please check one of the following categories.

This company is:

Minority Owned _____

Woman Owned _____

Disadvantaged _____

Disabled Veteran Owned _____

None of the Other Categories _____

Please check and complete below.

This company is:

Independently Owned and Operated _____

An Affiliate of: _____ Parent Company: _____

A Subsidiary of: _____ Address: _____

A Division of: _____

“By signing below, I certify that we are an Equal Opportunity Employer and have made a good faith effort to improve Minority, Women and Disabled Veteran employment.

Signature: _____

Printed Name: _____

Title: _____

Date: _____

CERTIFICATION PAGE
To Be Submitted with Bid

1. SITE VISIT CERTIFICATION

I certify that I have visited the site of the proposed work and have fully acquainted myself with the conditions relating to construction and labor, and I fully understand the facilities, difficulties, and restrictions attending the execution of the work under the contract.

I fully indemnify 1214 Indiana Court, Redlands, CA 92374, its officers, agents, employees, the Architect and any of its consultants from any damage, or omissions, related to conditions that could have been identified during my visit to the site.

2. EMPLOYMENT CERTIFICATION

I certify that I, the undersigned bidder, have not been convicted in the preceding five (5) years of the date established for receipt of bids, of violating a State or Federal law respecting the employment of undocumented aliens.

3. DEBARMENT CERTIFICATION

I certify that I, the undersigned bidder have not been debarred and will not contract with any debarred subcontractor and should any public money be paid to a debarred subcontractor on this project, same shall be returned to the awarding body.

4. CHILD AND FAMILY SUPPORT OBLIGATION CERTIFICATION

I certify that I, the undersigned bidder, shall fully comply with all the requirements of Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family Code. Compliance shall include providing names of all new employees to the New Hire Registry maintained by the Employment Development Department.

5. CONTRACTOR CERTIFICATION REGARDING BACKGROUND CHECKS

I understand and will comply with fingerprinting requirements as per Education Code Section 45125.1, 45215.2 and 45122.1

_____ being first duly sworn, deposes and says:

That he/she is an agent for _____; that he/she has read the foregoing notice and knows the contents thereof, and that the facts stated therein are true.

Per California Government Code 27383: No fee shall be charged by the recorder for services rendered to the State, to any municipality, county in the state or other political subdivision thereof, except for making a copy of a paper or record.

Signature of agent

State of California

County of _____

Subscribed and sworn to (or affirmed) before me on this

_____ day of _____, _____, by
Date Month Year

(1) _____,
Name of Signer

Proved to me on the basis of satisfactory evidence to be the Person who appeared before me (.)

Signature _____
Signature of Notary Public



**AGREEMENT FOR SERVICES
AGREEMENT NO. 25/26-102**

THIS AGREEMENT is made and entered into this first day of (DATE), by and between the Office of the 1214 Indiana Court, Redlands, CA 92374, hereinafter called "CRY-ROP", and (NAME OF CONTRACTOR), hereinafter called "CONTRACTOR".

RECITALS

WHEREAS, **CONTRACTOR** is specially skilled, trained, experienced, and competent to render the services described in Article 1 of this Agreement; and

By entering into this agreement, the **CONTRACTOR** acknowledges that they hold all required certificates, licenses, and is capable of and willing to provide such services outlined in Article 1 of this agreement; and

NOW, THEREFORE, **CRY-ROP** and **CONTRACTOR** mutually agree as follows:

1. Services to be Provided by **CONTRACTOR**

- a. **CONTRACTOR** shall provide the following services: REVHS - CULINARY CLASSROOM MODERNIZATION PROJECT
- b. **CONTRACTOR** will commence work under this agreement on or about June 21, 2023 and will diligently execute the work thereafter. **CONTRACTOR** will complete the work not later than August 31, 2023. Upon a showing of good and sufficient cause by **CONTRACTOR**, **CRY-ROP** may, in its discretion, grant such extensions of time as it may deem advisable; provided, however, **CRY-ROP** shall not be obligated to pay **CONTRACTOR** any additional consideration if such an extension of time has been granted, unless **CONTRACTOR** undertakes additional services in which instance the consideration shall be increased as **CRY-ROP** and **CONTRACTOR** shall agree.
- c. **CONTRACTOR** will perform said services as an independent contractor under the direction of **CRY-ROP** in the pursuit of his or her independent calling and not as an employee of **CRY-ROP**; and he or she shall be under the control of **CRY-ROP** as to the result to be accomplished.
- d. **CONTRACTOR** shall provide and maintain proper insurance coverage for the duration of the Agreement, naming **CRY-ROP** as an additional insured, as described in the section titled "Insurance Requirements" contained herewith.
- e. **PREVAILING WAGES:** Pursuant to the provision of Article 2 (commencing at Section 1770), Chapter 1, Part 7, Division 2 of the California Labor Code, the Director of the Department of Industrial Relations has ascertained the general prevailing rate of per diem wages in the locality in which this work is to be performed for each craft, classification or type of workmen needed to execute the contract. These prevailing rates so determined are available online at www.dir.ca.gov/dslr/pwd/
 - i. Holiday and overtime work when permitted by law shall be paid for at a rate of at least one and one-half (1½) times the above specified rate of per diem wages, unless otherwise specified.
 - ii. There shall be paid each worker of the **CONTRACTOR** or any of his subcontractors engaged in work under this Agreement not less than the general prevailing wage rate regardless of any contractual relationship which may be alleged to exist between the **CONTRACTOR** or any subcontractors and such worker.
 - iii. **CONTRACTOR** shall provide a current DIR registration number before award and maintain valid registration for the duration of the Agreement.
 - iv. **CONTRACTOR** shall call the Maintenance Manager prior to going to site or assignment to ascertain whether fingerprint verification is necessary for the site visit. **CONTRACTOR** or
 - v. **CONTRACTOR** employees will not be allowed on site where they may come in contact with students without supervision or a Fingerprint Certification Form on file.
- f. **CONTRACTOR** shall follow all site Rules and Regulations. Services shall be provided in accordance with all state and federal laws and in conformance with policies established by **CRY-ROP**. **CONTRACTORS are required to complete the attached Conduct Rules for Contractors and return with Agreement.**

- g. **CONTRACTOR** shall provide all material, equipment, and labor to perform installation and repairs. All materials shall be new and the best of their respective kinds and grades as noted and specified, and workmanship shall be of good quality.
- i. No materials, supplies, or equipment for work under this purchase order shall be purchased subject to any chattel mortgage, under a conditional sale or other agreement by which an interest therein, or in any part thereof, is retained by seller or supplier. **CONTRACTOR** warrants good title to all material, supplies and equipment installed or incorporated in work and agrees upon completion of all work to deliver, together with all improvements and appurtenances constructed or placed thereon by him, to **CRY-ROP** free from any claim, liens or charges.
- h. **CONTRACTOR** shall warrant all work and equipment, materials and supplies for one (1) year after date of acceptance of work by **CRY-ROP**. Repair or replacement of any or all such work; together with any other work, which may be displaced in so doing that may prove defective in workmanship and/or materials within specified time frames from date of acceptance without expense whatsoever to **CRY-ROP**. Exceptions include ordinary war and tear, unusual abuse or neglect. **CRY-ROP** shall give notice of observed defects with reasonable promptness. **CONTRACTOR** shall notify **CRY-ROP** upon completion of repairs.
- i. In the event of failure of **CONTRACTOR** to comply with above mentioned conditions within two (2) working days after being notified, **CRY-ROP** is hereby authorized to proceed to have defects repaired and made good at the expense of **CONTRACTOR**. **CONTRACTOR** agrees to pay costs and charges.
- i. **CONTRACTOR** shall communicate directly via phone with the Maintenance Manager or their designee and shall check in and check out when performing services.
- j. **CONTRACTOR** shall clean up the area where the work was performed and shall at all times keep premises free from debris such as waste, rubbish and excess materials and equipment caused by this work. **CONTRACTOR** shall remove any debris generated by the repairs and at no time, will **CONTRACTOR** discard debris into any **CRY-ROP** refuse container. **CONTRACTOR** shall not leave debris under, in or about the premises. Upon completion of work, **CONTRACTOR** shall clean interior and exterior of building, including fixtures, equipment, walls, floors, ceilings, roofs, windowsills and ledges, horizontal projections and any area where debris has collected to the surfaces.
- k. **CONTRACTOR** shall clearly mark work areas that might reasonably be expected to endanger the health and safety of students, staff, guests, or any other persons. **CONTRACTOR** will provide such signs, markers and barricades as required to identify all work areas and minimize inherent dangers.
- l. If the **CONTRACTOR** estimates that completion of work will be more than four (4) consecutive hours the **CONTRACTOR** shall immediately call the Maintenance Manager or their designee and inform them of the situation and estimated time of completion and make recommendations to secure area until work can be completed.
2. Services to be Provided by **CRY-ROP**
CRY-ROP will prepare and furnish to **CONTRACTOR** upon his or her request such information as is reasonably necessary to the performance of **CONTRACTOR'S** work under this agreement.
3. **CONTRACTOR'S** Fee and Payment Thereof
- a. **CRY-ROP** will pay the **CONTRACTOR** for services rendered for: RENOVATE COMPTER LAB AT BRIER BUILDING, the total amount paid under this contract shall not exceed **_____ thousand and no/hundredths dollars CONTRACT AMOUNT**).
 - b. **CRY-ROP** will pay no amount of travel or other expenses of **CONTRACTOR** under this agreement.
 - c. Completion of State and Federal Tax Information Forms (United States residents)
 - a. All independent **CONTRACTORs** doing business with **CRY-ROP** must complete applicable state and federal tax forms to determine federal and state reporting status. A Form W-9 must be completed and returned to issue any payments applicable to this Agreement.
 - 1) Sole Proprietors: On Form W-9, enter your individual name as shown on your social security card on the "Name:" line. You must enter your Business, trade, or "doing business as (DBA)" name on the "Business Name" line.
 - b. California nonresidents must complete and submit a Form W-9 and Form 590.
 - 1) Form 590: This form is required to determine California Residency. Payments made to California nonresidents, including corporations, limited liability companies and partnerships that do not have a permanent place of business in California, may be subject to a seven percent (7%) state income tax withholding (California Revenue and Taxation Code §18662). Types of income subject to withholding include payments for services performed in California and payments of leases, rents, and royalties for property located in California.
 - 2) Partial or Complete Exemption from California Withholding taxes.

- a) Form 588 Nonresident Withholding Waiver Request: If you meet the criteria for California withholding, you may apply for a waiver (Form 588) from the State of California through the California Franchise Tax Board. A copy of the approved waiver must be received by CRY-ROP prior to the first payment of this Contract in order to apply the exemption from the required seven percent (7%) withholding.
 - b) Form 587 Nonresident Withholding Allocation Worksheet: If you do not qualify for a waiver from California Withholding (an approved Form 588) and do not have a permanent place of business in the state of California, complete and submit Form 587 to determine if withholding is required on the scope of work for this Agreement.
 - c) As appropriate **CRY-ROP** will provide **CONTRACTOR**, state and/or federal agencies with a statement of earning at the conclusion of each calendar year.
4. Duration of Agreement
The term of this Agreement shall be from June 30th, 2026, through and including July 31st, 2026.
5. Cancellation of Agreement
- a. If at any time during the performance of this agreement **CRY-ROP** determines, at **CRY-ROP'S** sole discretion, that **CONTRACTOR'S** services are or have become unsatisfactory, or if at any time during the performance of this agreement **CRY-ROP** determines, at its sole discretion, to suspend indefinitely or abandon the work under this agreement, **CRY-ROP** shall give written notice to **CONTRACTOR** of its intention to cancel two(2) days in advance of the effective date of the cancellation.
 - b. If the cancellation is for unsatisfactory performance, **CRY-ROP** shall be obligated to pay **CONTRACTOR** only for those services deemed by **CRY-ROP** to be satisfactory as of the effective date of cancellation or termination. If the cancellation is the result of **CRY-ROP'S** decision to suspend indefinitely or the work under this agreement, **CRY-ROP** shall be obligated to pay **CONTRACTOR** only for those services performed by **CONTRACTOR** through the effective date of cancellation or termination.
6. Successors and Assigns
This agreement shall not be assignable except with written consent of parties hereto.
7. Special Provisions
- a. **CONTRACTOR** shall comply with all federal, state, and local laws and ordinances applicable to such work. **CONTRACTOR** shall provide worker's compensation insurance to self-insure his or her services.
8. Hold Harmless
CONTRACTOR agrees, at its own expense, cost and risk, to indemnify, defend, save and hold harmless CRY-ROP, its agents, employees and officers against any and all personal injuries, damages, liabilities, costs, suits or expenses, including reasonable attorney's fees, arising out of any act or omission or the condition of any property owned or controlled by the **CONTRACTOR** in the performance of this contract. It is understood that employees and any subcontractor of the **CONTRACTOR** in its performance under this contract are not agents or employees of CRY-ROP.
9. Conflict of Interest
CRY-ROP hereby finds that the duties in this contract are limited in scope and thus do not necessitate compliance with disclosure requirements as stated in the Fair Political Practices Commission, Regulation Title 2, California Code of Regulations §18351.
10. Insurance Requirements
CONTRACTOR shall take out and maintain during the life of the contract such general, automobile, and professional liability insurance as shall protect him and CRY-ROP from all claims for property damage arising from operations under the contract. **CONTRACTOR** shall require his subcontractors, if any, to take out and maintain similar public liability and property damage insurance.
- a. Certificates and insurance policies shall include the following clause: "This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to CRY-ROP stating date of cancellation or reduction and may not be less than ten (10) days after date of receipt of notice."
 - b. Certificate of insurance shall state in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date and cancellation and reduction notice.
 - c. Certificate of insurance for general liability insurance shall clearly state that CRY-ROP is named as additional insured under the policy described and that such insurance policy shall be primary to any insurance or self-insurance maintained by CRY-ROP. **CONTRACTOR** will be required to submit the endorsement page Form CG 20 10 as proof of additional insured.
 - d. Insurance shall be written for not less than the following limits, or greater if required by law:
 - 1) Workers' Compensation (must include waiver of subrogation)
 - a) State Statutory

- | | |
|-----------------------|-----------|
| b) Applicable Federal | Statutory |
|-----------------------|-----------|
- 2) Commercial General Liability:
 - a) Bodily Injury \$1,000,000 each occurrence
 - b) Property Damage \$1,000,000 each occurrence
 - c) Advertising Injury \$1,000,000 each occurrence
 - 3) Professional Liability \$ 1,000,000 each occurrence
 - 4) Comprehensive Automobile Liability (owned, non-owned, hired)
 - a) Bodily Injury \$ 500,000 each accident
 - b) Property Damage \$ 100,000 each accident
 - 5) Sexual Abuse or Molestation
 - a) *Sexual Abuse or Injury Limit Insurance \$3,000,000 each occurrence
 *Exceptions may be made for CONTRACTORS who do not come in contact with students.
11. Fingerprints
 This Agreement is subject to the provisions of Education Code Sections 45125.1 and 45125.2. **CONTRACTOR** and its employees are required to submit fingerprints to the Department of Justice where an Individual may come into contact with pupils at any site. The Department of Justice with ascertain whether the individual has appending criminal proceeding for a violent and serious felony or has been convicted of a violent or serious felony as they are defined In Penal Code Sections 667.S{c) and 1192.7(c), respectively.
12. BONDS
 Any agreement \$25,000.00 and over is required to have Performance bonds and Payment bonds (when applicable). Bonds need to be original signed copies on the provided bond templates by SBCSS to be accepted, no emailed/copies will be accepted.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

COLTON-REDLANDS-YUCAIPA ROP

CONTRACTOR COMPANY NAME

 Signature

 Signature

Jessica M. Garcia
 Chief Business Official

 Name and Title

 Date

 Date

 Contractor's License No.

CONDUCT RULES FOR CONTRACTORS

Each contractor and/or subcontractor, when performing work on behalf of CRY-ROP property/site, shall adhere to the following rules of conduct:

1. Professional and courteous conduct is expected and will always be displayed.
2. Interaction with students, staff, and/or other visitors is prohibited except for designated administrators.
3. The use of profanity and/or disparaging language will not be tolerated.
4. **All contractors/subcontractors shall wear a means of identification on site, which must always be worn when on the property/site.**
5. All contractors/subcontractors shall remain in the vicinity of his/her work and will not stray to other areas of the property not involved in the project, including student and staff restroom facilities.
6. Pursuant to Government Code, Section 8350 et. Seq., CRY-ROP is a drug free workplace. This policy is strictly enforced.
7. Alcoholic beverages are prohibited from being consumed or brought on any 1214 Indiana Court, Redlands, CA 92374 property/site.
8. The use of any tobacco products on 1214 Indiana Court, Redlands, CA 92374 property/site is strictly prohibited.
9. Any lewd, obscene, or otherwise indecent acts, words, or behavior by any contractor/subcontractor shall not be tolerated.
10. All contractors/subcontractors shall conform to a dress code whereby:
 - 10.1 No clothing that contains violent, suggestive, derogatory, obscene, or racially biased material may be worn.
 - 10.2 Garments, accessories or personal grooming artifacts with slogans, graphics, or pictures promoting drugs, alcohol, tobacco, or any other controlled substances which are prohibited to minors will not be allowed.

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

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

CONTRACTOR COMPANY NAME

Signature

Contractor Name and Title

Date