

**SUPPLEMENTAL AGREEMENT FOR FLOORING MATERIALS AND INSTALLATION SERVICES
UNDER SOURCEWELL COOPERATIVE PURCHASING AGREEMENT #061323-IFA**

between
SAN JOSÉ UNIFIED SCHOOL DISTRICT
and
B.T. MANCINI COMPANY, INC.

This Supplemental Agreement for Flooring Materials and Installation Services under Sourcewell Cooperative Purchasing Agreement #0061323-IFA (“Agreement”) is entered into by and between the **San José Unified School District** (“District”) and **B.T. Mancini Company, Inc.** (“Contractor” or “BTM”) (collectively, “Parties”) as follows:

RECITALS

WHEREAS, the District wishes to purchase flooring materials and installation services as part of the “School of Tomorrow” Implementation Project for multiple District sites (“Sites”) from Contractor in a cost-effective manner; and

WHEREAS, following a competitive bidding process conducted by Sourcewell, a State of Minnesota local government and service cooperative organized under the laws of the State of Minnesota, Interface Americas, Inc. (“Interface”) was awarded and entered into Sourcewell Agreement #061323-IFA for flooring materials and related services (“Master Contract”) that is current and valid through August 9, 2027; and

WHEREAS, the Master Contract allows any state and local governmental entities, including California public school districts, to purchase products and associated services at prices indicated in the Master Contract and enter into supplemental agreements to further define the products and services to be provided, including with Interface’s authorized resellers; and

WHEREAS, BTM, an authorized reseller under the Interface Master Contract, wishes to contract to provide the District with the materials and installation services for the flooring projects at the District Sites that it needs and is willing to provide same pursuant to the Master Contract and this Agreement; and

WHEREAS, use of the Master Contract is preceded by registration with Sourcewell as a participating public agency in Sourcewell’s cooperative purchasing program; and

WHEREAS, the District is a participating public agency.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants herein, and for other good and valuable consideration, the Parties have agreed and do agree as follows:

TERMS AND CONDITIONS

1. This Agreement fully incorporates by this reference the following documents:
 - 1.1. BTM Proposal and Scope of Work (“Proposal”) for flooring materials and related installation services, attached hereto as Exhibit A;
 - 1.2. Sourcewell Master Contract #061323-IFA with Interface, effective August 25, 2023, and expiring August 9, 2027, all documents incorporated by reference therein, and all associated amendments and revisions to those documents during the term of this Contract, which can be found at:
 - <https://www.sourcewell-mn.gov/cooperative-purchasing/061323-ifa>
 - 1.3. District Certifications, attached hereto as Exhibit B.
 - 1.4. Payment (Labor & Material) and Performance Bonds, attached hereto as Exhibit C.

2. **Master Contract Terms.** To the extent any term or condition of this Agreement is inconsistent with the Master Contract, the Master Contract shall control, except for the “Delivery” and “Payments” provisions in this Agreement which shall control over all other contradictory delivery or payment provisions.
3. **Parties’ Terms.** For the purposes of this Agreement, all references to the “State of California,” “State,” and/or “Local Agency” in the Master Contract shall be interpreted to apply to the District and all duties and obligations with respect to the “State of California,” “State,” and/or “Local Agency” under the Master Contract shall apply to the District under this Agreement.
4. **Materials and Services.** Contractor shall provide the District with the materials and related installation services (“Materials” and “Services”; collectively, the “Work”) at the District Sites pursuant to this Agreement and as more specifically described in Exhibit A. The total cost for the Materials and Services shall be as indicated in this table:

Quantity	Materials & Services	Total Cost
	SEE EXHIBIT A	
	TOTAL COST	\$236,042.00

5. **Material and Service Pricing.** Contractor hereby acknowledges and certifies that the prices indicated herein are at or below the prices accepted by Sourcewell for the identical items under the Master Contract.
6. **Delivery.** Contractor shall deliver the Materials and begin performance of the Services at the corresponding Sites on the delivery dates identified below:

SITE	“DELIVERY DATE”
Ann Darling Elementary – 333 N 33rd St, San Jose, CA 95133	TBD
Rachel Carson Elementary – 4245 Meg Dr, San Jose, CA 95136	TBD
Galarza Elementary – 1610 Bird Ave., San Jose, CA 95125	TBD
Grant Elementary – 470 Jackson St, San Jose, CA 95112	TBD
Almaden Elementary – 1295 Dentwood Dr, San Jose, CA 95118	TBD
Gardner Elementary – 502 Illinois Ave, San Jose, CA 95125	TBD
Los Alamitos Elementary– 6130 Silberman Dr, San Jose, CA 95120	TBD

7. **Completion Date and Liquidated Damages.** The Work shall be completed by August 31, 2026 (“Completion Date”). Time is of the essence for all Work under this Agreement. Contractor agrees that if the Work is not completed by the Completion Date and/or pursuant to the completion schedule, construction schedule, or project milestones developed pursuant to provisions of the Agreement, it is understood, acknowledged, and agreed that the District will suffer damage which is not capable of being calculated. Pursuant to Government Code section 53069.85, Contractor shall pay to the District, as fixed and liquidated damages for these incalculable damages, the sum of \$250 per day for each and every calendar day of delay beyond the Completion Date or beyond any completion schedule, construction schedule, or Project milestones established pursuant to the Agreement.

8. **Payments.** The District shall make payment(s) to Contractor for the Work performed corresponding to the Site within thirty (30) days after provision of Products to and/or Work at the Site.
9. **Prevailing Wages for Incidental Services Associated with any Performance of the Work.** If any portions of the Work require the payment of prevailing wages, such as installation services, the Contractor and its subcontractors shall comply with all applicable provisions of the California Labor Code sections 1720-1861, without limitation, the payment of the general prevailing per diem wage rates for public work projects (including repairs and maintenance, where applicable) of more than one thousand dollars (\$1,000). Copies of the prevailing rate of per diem wages are on file with the District. In addition, the Contractor and each subcontractor shall comply with Sections 1735, 1777.5 and 1777.6, forbidding discrimination, and Sections 1776, 1777.5 and 1777.6 concerning the employment of apprentices by Contractor or subcontractors. Willful failure to comply may result in penalties, including loss of the right to bid on or receive public works contracts. **Registration:** The Contractor and its subcontractors shall comply with the registration and qualification requirements pursuant to sections 1725.5 and 1771.1 of the California Labor Code. **Certified Payroll Records:** Contractor and its subcontractor(s) shall keep accurate certified payroll records of employees and shall make them available to the District/County Office of Education (“COE”) immediately upon request.
10. **Payment & Performance Bonds.** Contractor shall not commence the Work until it has provided to the District a Payment (Labor and Material) Bond and Performance Bond, in the forms attached hereto, in an amount equivalent to one hundred percent (100%) of the total Agreement Price issued by a surety admitted to issue bonds in the State of California and otherwise acceptable to the District.
11. **Insurance.** Contractor shall have and maintain in force during the term of this Agreement, with the minimum indicated limits, the following insurance:

Commercial General Liability, with Products and Completed Operations Coverage	\$1,000,000 each occurrence \$2,000,000 aggregate
Automobile Liability, Any Auto, Combined Single Limit	\$1,000,000 each occurrence \$2,000,000 aggregate
Workers Compensation	Statutory limits pursuant to State law
Employers' Liability	\$1,000,000 each incident, disease \$2,000,000 policy limit

12. **Site Examination.** Contractor has examined the Sites where Work is to be performed and certifies that it accepts all measurements, specifications and conditions affecting the Materials to be installed at the Site. Contractor warrants that it has made all Site examinations or reviewed Site examination findings that it deems necessary as to the condition of the Site, its accessibility for materials, workers and utilities, and Contractor's ability to protect existing surface and subsurface improvements during delivery. No claim for allowance of time or money will be allowed as to any other undiscovered condition on the Site.
13. **Safety and Security.** Contractor is responsible for maintaining safety in the performance of this Agreement. Contractors shall secure the Work area during the performance of any Work. Contractor shall be responsible for complying with the District's rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present. Contractor is responsible for complying with, and the Agreement Price includes the costs of complying with, all applicable federal, state, and/or local statutes, orders, rules, regulations, ordinances, and/or directives relating to site safety in connection with any infectious disease.
14. **Fingerprinting.** Contractor shall comply at all times with the provisions of Education Code section 45125.2 regarding the submission of employee fingerprints to the California Department of Justice and the completion of criminal background investigations of its employees, its subcontractor(s), and its subcontractors' employees. Contractor shall submit the executed Fingerprinting/Criminal Background Check Certification in Exhibit C.
15. **Subcontractors.** Any subcontractor engaged by Contractor for any Work under this Agreement, including installation (if any), must be approved by the District. Contractor agrees to bind every subcontractor by the

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

16. **Termination.** If Contractor fails to perform its obligations under this Agreement to the satisfaction of the District, or if Contractor fails to fulfill in a timely and professional manner Contractor's obligations under this Agreement, or if Contractor violates any of the terms or provisions of this Agreement, the District shall have the right to terminate this Agreement effective immediately upon the District giving written notice thereof to Contractor. District shall also have the right in its sole discretion to terminate the Agreement for its own convenience.
17. **Force Majeure Clause.** Contractor shall be excused from performance hereunder during the time and to the extent that it is prevented from obtaining delivery, or performing by act of God, fire, strike, loss, or shortage of transportation facilities, lock out, commandeering of materials, product, plant, or facilities by the government, when satisfactory evidence thereof is presented to the District, provided that it is satisfactorily established that the nonperformance is not due to the fault or neglect of Contractor.
18. **Indemnification/Hold Harmless Clause.** To the furthest extent permitted by California law, Contractor shall defend, indemnify, and hold harmless the District, their agents, representatives, officers, consultants, employees, and volunteers (the "Indemnified Parties") from any and all demands, losses, liabilities, claims, suits, and actions (the "Claims") of any kind, nature, and description, including, but not limited to, attorneys' fees and costs, directly or indirectly arising from personal or bodily injuries, death, property damage, or otherwise arising out of, connected with, or resulting from the performance of this Agreement unless the Claims are caused wholly by the sole negligence or willful misconduct of the Indemnified Parties. The District shall have the right to accept or reject any legal representation that Contractor proposes to defend the District.
19. **Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either mailed, emailed, personally delivered or sent by overnight delivery service addressed as follows:

San José Unified School District:
ATTN: SJUSD Maintenance Office
2222 Unified Way
San José, CA 95125
Telephone: (408) 535-6000
tmorrison@sjusd.com

B.T. Mancini Company, Inc.:
Attn: Skip Mancini
305 Mathew St.
Santa Clara, CA 95050
Telephone: (408) 942-7900
skip.mancini@btmancini.com

Any notice personally given shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service.

20. The Parties acknowledge that each of them has fully discussed the contents of this Agreement with their chosen representatives and/or legal counsel and has had the benefit of legal counsel in negotiating and drafting the terms of this Agreement. Accordingly, this Agreement shall not be construed as having been drafted by one party or the other.
21. This Agreement and the attachments hereto and the documents specifically incorporated into the Agreement by reference, constitute the entire agreement between the District and Contractor. No other promises, agreements, or statements between the Parties shall be binding unless made in writing and signed by all Parties hereto.
22. The Parties agree that in the event any article, provision, clause, sentence or word of the Agreement is determined to be illegal or void as being in contravention of any applicable law, by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect. The Parties further agree that if any article, provision, clause, sentence or word of the Agreement is determined to be illegal or void, by a

court of competent jurisdiction, the Parties shall substitute, by mutual agreement, in its place and stead, an article, provision, clause, sentence or word which will meet the objections to its validity and which will be in accordance with the intent and purpose of the article, provision, clause, sentence or word in question.

- 23. The Parties hereto shall each bear their own costs and attorneys' fees incurred or connected with the drafting and signing of this Agreement and the events leading up to this Agreement.
- 24. This Agreement and the rights and obligations of the Parties hereunder shall be construed and interpreted in accordance with the laws of the State of California. Any action or proceeding to enforce this agreement shall be commenced and maintained in the county in which the District's administrative offices are located.
- 25. In the event that any action is brought to enforce this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees, expenses and costs in addition to all other relief to which that party may be entitled.
- 26. The Parties hereto hereby agree to execute all such other documents and to take all such other action as may be reasonably necessary to achieve the purposes of this Agreement.
- 27. This Agreement may be executed in several counterparts and shall be deemed legally effective at such time as counterparts thereof duly executed on behalf of all Parties have been furnished and delivered to the attorneys for all Parties to this Agreement. Signature of copies and facsimile versions of this Agreement shall have the same force and effect as signature of the original.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date of final signature indicated below.

San José Unified School District

B.T. Mancini Company, Inc.

Date:

Date: 6/22/2026

Signature:

Signature:

Signed by:

 8AC35DD5217F413...

Print Name: Tracy Morrison

Print Name: Skip Mancini

Print Title: Director of Procurement

Print Title: President



EXHIBIT A



B.T. Mancini Company, Inc.

305 Mathew St.
Santa Clara, CA 95050
Phone: (408) 942-7900 | Fax: (408) 945-1360
Visit us at: www.btmancini.com

| 02- Floor Covering |

DIR#: 10000002989
NV Contractors Lic# 0010497
CA Contractors Lic# 229210

SJUSD

Date: June 11, 2026

Name of Project: **Z0549 School of Tomorrow Implementation**

Attention: **Nia Nguyen**

Location: San Jose, Ca.

Phone:

Plans By: N/A

Fax:

Date of Plans: Field Measure

Email:

We propose to: **Furnish & Install** the following for the above project in accordance with the following terms & conditions and those which appear on page two of this proposal.

Drawings:

Architectural Drawings: 04/10/2026 Field Measure

Specifications:

None

Materials:

All work to be completed only in areas, with materials, and in the proposed layout, shown on the attached colored plan, entitled "**Flooring Layout**" in order to maintain pricing listed below.

1. Carpet Tile: Furnish and install Interface "Entropy" carpet tile and SR899 entry carpet tile installed glue down direct parallel to the walls in a single color per style.
2. LVT: Furnish Interface Level Set vinyl plank installed glue down direct parallel to the walls in a single color per site.
3. Sheet Vinyl: Furnish and install Tarkett Melodia homogeneous sheet vinyl from warehouse installed with an integral cove and heat-welded seams in a single color in restrooms only.
4. Rubber Base: Furnish and install Roppe 4" cove base in a single color, Black.

**Scope Inclusions:**

1. demo existing VCT, carpet, sheet vinyl, sheet linoleum, and base from portable classroom bldgs.
2. Install carpet tile and entry carpet tile glue down direct parallel to the walls in a single color per style.
3. Install LVT glue down direct in a single color per site.
4. Install sheet vinyl glue down direct with an integral cove and heat-welded seams in restrooms where needed.
5. Install 4" rubber base throughout the space where flooring will be replaced.
6. Normal Floor Prep: See attached definition of "Normal Floor Prep" as compared to "Major Floor Prep".
7. **¼" Underlayment has been included for all wood substrates.**
8. Attic Stock: Per project specifications, attic stock will be provided as follows: **None**
9. **No rubber transitions are needed. LVT and Carpet are near the same thickness, not requiring any transitions.**
10. Required submittals.
11. Pricing includes all sales taxes and freight.
12. **Payment and performance bond has been included.**

Scope Exclusions:

1. Moisture remediation (including all surface preparation if moisture remediation is administered by other parties.)
2. The removal and relocation of furniture, counters, equipment or any other items inhibiting continuous flooring installation.
3. Demo of any existing Floor Finishes, Adhesive, and/or any other materials or residues existing on substrate.
4. Asbestos and/or mold removal (including, but not limited to, floor covering and adhesives)
5. Major floor preparation (including, but not limited to: cleaning and filling of saw cuts, ramping and leveling of concrete, unforeseen sub floor repairs, and any grinding of concrete to make flat or to remove existing adhesives.) Please see attached sheet entitled "Major and Normal Floor Preparation" for a more detailed explanation of included and excluded services regarding floor preparation.
6. Any demo or removal of other trades' construction materials, including, but not limited to: marking pen, paint, oils, grease, curing compounds, release agents, sealers, taping mud, fire caulking.
7. Demo, Preparation, and Replacement of rejected mock-up locations. Work of this nature can be performed only as an "add" to the **BASE BID**.
8. Final cleaning and waxing/polishing of resilient flooring.
9. Additional cost for the hoisting of materials to above-grade floors if traditional elevators are not available and/or the fees associated with the oversight of a dedicated lift operator.
10. **Floor protection**, dust/infectious containment, post-installation traffic control.
11. Installation of any Corian, Stone and Aluminum Thresholds.
12. DVBE participation.
13. **Ceramic or stone tile.**
14. **Any subfloor repairs.**
15. **Epoxy flooring.**
16. **Furniture moving to be done by others.**
17. **Toilets to be pulled by the district prior to mobilization and re-installation after completion.**
18. **Material Escalations. Please See Qualifications on page 4.**

Project Conditions and Installation Requirements:

1. Installation is based on a normal eight (8) hour day Monday through Friday. Saturdays, Sundays and Holidays are excluded.
2. Installation will require free and clear access to construction areas for BTM work forces and equipment. This proposal is based on installation being performed in one continuous operation and in proper sequence.
3. This proposal is based on one (1) move(s) of equipment and personnel on and off the project. **ADD \$1200.00** for each additional move on and off required by your schedule.
4. The B.T. Mancini Company will remove their scrap materials and will require advanced notification in writing regarding charges arising from the removal or clean up of by others.
5. G. C. or Owner is responsible for all environmental conditions, including heat, lighting at no additional cost to B.T. Mancini Co., Inc.
6. Acceptable moisture emission test results are required prior to installation of flooring for concrete substrates.
7. Extra work is quoted as an "ADD" to this subcontract and is to be completed while BTM is on site performing base contract work. After our work is complete, these quoted prices may increase.
8. Area of installation must be a minimum of 65 degrees F; building completely constructed with doors, windows, heating and HVAC fully operational.

**Major and Normal Floor Prep Definition:****Major Preparation:**

The following is what BT Mancini Co., Inc. considers Major Floor preparation. If the general contractor/owner would like BT Mancini Co. Inc. address any of the following items, it will be performed on a "Time & Materials" basis. The hourly rate will be as stated on our schedule of time and material costs which will be returned with the executed contract.

Major Preparation is:

1. The clean-up or moving of other trade's materials that are left on, spilled on, dropped on, sprayed on, etc... the floor.
2. The clean up of mud that is tracked on the floor during construction.
3. Markings or lines of any kind on slab in Resilient Flooring Areas are not acceptable (this includes but is not limited to: permanent marker, spray paint). The removal of these marks is considered major floor preparation.
4. Any work required to bring the slab to the flatness required in the specifications or by the owner. This includes slab curl at joints and key ways.
5. Any work required to create a smooth trowel finish.
6. Remediating fissures and cracks greater than 1/16"
7. Cleaning and filling of saw cuts.
8. On wood floors, the setting of nails so they are below the surface of the wood. The filling and sanding of a poor grade of underlayment. The filling or preparing of divots at nail heads. Also additional nailing. *(Note; Wood Subfloors should have Flooring Grade Subfloor installed to meet Manufacturer's Spec's)*
9. The installation of a cementitious topping over moisture mitigation system administered by others.

Normal Preparation:

The following is what BT Mancini Co. Inc. expects to do for normal floor preparation.

Normal Preparation is:

1. A final sweep to remove the fine dust that has settled after the general contractor has swept and cleaned the floor just prior to BT Mancini Co. Inc. arriving at the job.
2. The filling of small holes and normal shrinkage and/or expansion cracks in the slab which are less than 1/16".
3. Fill Normal Butt or Keyed construction joints or zip strips.
4. Fill all seams on wood subfloors.

PLEASE NOTE: Floor preparation is cosmetic only and should not be considered a structural repair.



BASE Total Cost \$ **236,042.00**
(Tax Included)

Pricing is taken from the Sourcewell contract 061323-IFA - for Interface Americas, Inc

Breakdown of Prices Per Site:

1.	Breakout	<i>Ann Darling ES rooms 7 & restroom,10,19 & restrooms</i>	.....	\$	<u>56,264.00</u>
					Add to Base Bid
2.	Breakout	<i>Carson ES rooms E20, E21& restrooms, G27, G28(no restrooms)</i>	.....	\$	<u>81,987.00</u>
					Add to Base Bid
3.	Breakout	<i>Galarza ES rooms D3 & restroom, D4, D5(no restrooms)</i>	.....	\$	<u>46,630.00</u>
					Add to Base Bid
4.	Breakout	Grant ES Portables	.....	\$	<u>32,513.00</u>
					Add to Base Bid
5.	Breakout	<i>Almaden ES Restrooms TK 1&2, 16A & B</i>	.....	\$	<u>11,399.00</u>
					Add to Base Bid
6.	Breakout	<i>Gardner ES linóleum repair</i>	.....	\$	<u>3,868.00</u>
					Add to Base Bid
7.	Breakout	<i>Los Alamitos ES Portable Restroom</i>	.....	\$	<u>3,381.00</u>
					Add to Base Bid
8.	Additive	Payment and performance bond	.....	\$	<u>1.00% - Included</u>
					Included

Acknowledgements:

EXHIBIT B

DISTRICT CERTIFICATIONS

THE UNDERSIGNED MUST CHECK EACH BOX AND EXECUTE THIS FORM AND HEREBY CERTIFIES TO THE GOVERNING BOARD OF THE DISTRICT THAT:

1. Undersigned is a representative of the Contractor,
2. Undersigned is familiar with the facts herein certified and acknowledged,
3. Undersigned is authorized and qualified to execute this Agreement and these certifications on behalf of Contractor and that by executing this Agreement undersigned is certifying the following items.

Labor Code Sections 1860-1861 (Workers' Compensation). In accordance with Labor Code section 3700, every contractor will be required to secure the payment of compensation to his or her employees. I acknowledge and certify under penalty of perjury that I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

Labor Code Section 6401.9 (Workplace Violence Prevention). I acknowledge and certify under penalty of perjury that I am aware of the provisions of Section 6401.9 of the Labor Code which require every employer, as specified in more detail in that section, to comply with the following:

- Establish, implement, and maintain, at all times in all work areas, an effective workplace violence prevention plan containing specified information;
- Record specified information in a violent incident log for every workplace violence incident;
- Provide initial and ongoing effective training of employees on workplace violence with training material appropriate in content and vocabulary to the education level, literacy, and language of employees;
- Create and maintain records of workplace violence hazard identification, evaluation, and correction for a minimum of five years; and
- Allow access to those records by employees and their representatives without cost.

I will comply with these provisions before commencing the performance of the Work of this Contract.

Government Code Sections 8355-8357 (Drug-Free Workplace). I acknowledge and certify under penalty of perjury that I will provide a drug-free workplace by doing all of the following:

- (1) 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 the actions that will be taken against employees for violations of the prohibition.
- (2) Establishing a drug-free awareness program to inform employees about all of the following:
 - (A) The dangers of drug abuse in the workplace.
 - (B) The person's or organization's policy of maintaining a drug-free workplace.
 - (C) Any available drug counseling, rehabilitation, and employee assistance programs.
 - (D) The penalties that may be imposed upon employees for drug abuse violations.
- (3) Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required by subdivision (a) and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

DS
MN

I also acknowledge that this Contract may be subject to suspension of payments under the contract or grant or termination of the contract or grant, or both, and the contractor or grantee thereunder may be subject to debarment, in accordance with the requirements of the above-referenced statute, if the contracting or granting agency determines that any of the following has occurred:

- (1) The contractor or grantee has made a false certification under Section 8355.
- (2) The contractor or grantee violates the certification by failing to carry out the requirements of subdivisions (a) to (c), inclusive, of Section 8355.

I also acknowledge that the Department of General Services shall establish and maintain a list of individuals and organizations whose contracts or grants have been canceled due to failure to comply with the above-referenced statute. This list shall be updated monthly and published each month. No state agency shall award a contract or grant to a person or organization on the published list until that person or organization has complied with the above-referenced statute.

Tobacco-Free Environment. Pursuant to, without limitation, 20 U.S.C. section 6083, Labor Code section 6400 et seq., Health & Safety Code section 104350 et seq. and District Board Policies, all District sites, including the Project site, are tobacco-free environments. Smoking and the use of tobacco products by all persons is prohibited on or in District property. District property includes school buildings, school grounds, school owned vehicles and vehicles owned by others while on District property.

I acknowledge and certify under penalty of perjury that I am aware of the District's policy regarding tobacco-free environments at District sites, including the Project site and acknowledge and certify that I will adhere to the requirements of that policy and not permit any of my firm's employees, agents, subcontractors, or my firm's subcontractors' employees or agents to use tobacco and/or smoke on the Project site. The District also prohibits electronic cigarettes, "vaping" or similar product uses on District sites.

No Hazardous Materials. I acknowledge and certify under penalty of perjury that no Asbestos, or Asbestos-Containing Materials, polychlorinated biphenyl (PCB), or any material listed by the federal or state Environmental Protection Agency or federal or state health agencies as a hazardous material, or any other material defined as being hazardous under federal or state laws, rules, or regulations ("New Hazardous Material"), shall be furnished, installed, or incorporated in any way into the Project or in any tools, devices, clothing, or equipment used to affect any portion of Contractor's work on the Project for District. I have instructed our employees with respect to the above-mentioned standards, hazards, risks, and liabilities.

- (i) Asbestos and/or asbestos-containing material shall be defined as all items containing but not limited to chrysotile, crocidolite, amosite, anthophyllite, tremolite, and actinolite. Any or all material containing greater than one-tenth of one percent (.1%) asbestos shall be defined as asbestos-containing material. Any disputes involving the question of whether or not material is New Hazardous Material shall be settled by electron microscopy or other appropriate and recognized testing procedure, at the District's determination. The costs of any such tests shall be paid by Contractor if the material is found to be New Hazardous Material.
- (ii) All Work or materials found to be New Hazardous Material or Work or material installed with equipment containing "New Hazardous Material," will be immediately rejected and this Work will be removed at Contractor's expense at no additional cost to the District.

The Contractor must immediately notify the District within two (2) Business Days, if the Contractor finds and before it disturbs, any material that the Contractor believes may be hazardous waste, as defined in section 25117 of the Health and Safety Code, and requires removal to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.



Russian Sanctions Certification

On February 21, 2022, President Biden issued Executive Order 14065 (<https://www.whitehouse.gov/briefing-room/presidential-actions/2022/02/21/executive-order-on-blocking-property-of-certain-persons-and-prohibiting-certain-transactions-with-respect-to-continued-russian-efforts-to-undermine-the-sovereignty-and-territorial-integrity-of-ukraine/>; "Federal Order") imposing economic sanctions and prohibiting many activities including, but not limited to, investing in, importing to, exporting from, and contracting with, areas of Ukraine and in Russia. On March 4, 2022, California Governor Newsom issued Executive Order N-6-22 requiring state agencies to take steps to ensure any agency and entity under contract with state agencies comply with the Federal Order (<https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf>; "State Order").

The District requires the Contractor, as a vendor with the District, to comply with the economic sanctions imposed in response to Russia's actions in Ukraine, including the orders and sanctions identified on the U.S. Department of the Treasury website (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>).

If your Firm's contract with the District has a cumulative value of \$5 million or more, your certification here constitutes your written response to the District, indicating:

- (1) that your Firm is in compliance with the required economic sanctions of the Federal and State Orders;
- (2) the steps your Firm has taken in response to Russia's actions in Ukraine, including, but not limited to, desisting from making new investments in, or engaging in financial transactions with, Russian entities, not transferring technology to Russia or Russian entities, and directly providing support to the government and people of Ukraine.

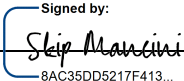
Conflict of Interest Certification. The Contractor shall at all times comply with the conflict of interest certification requirements as set forth below. Specifically, by checking the one applicable option below, Contractor hereby represents and warrants to District the following:

- Contractor and/or Contractor parties have read and understand the District's Conflict of Interest Code (Board Bylaw 9270) and, to the best of Contractor's knowledge, there are no conflicts of interest that must be disclosed pursuant to the Conflict of Interest Code.
- Contractor and/or Contractor parties have read and understand the District's Conflict of Interest Code and, Contractor knows or has reason to believe that Contractor has a conflict of interest that requires disclosure and Contractor and/or Contractor parties shall comply with the applicable disclosure requirements of the District's Conflict of Interest Code. In addition, the Contractor shall maintain on file statements of economic interests in accordance with applicable disclosure requirements. These records shall be regularly maintained and updated by Contractor and shall be available to District upon request or audit.

I ACKNOWLEDGE AND CERTIFY UNDER PENALTY OF PERJURY THAT I AM DULY AUTHORIZED TO LEGALLY BIND THE CONTRACTOR TO ALL PROVISIONS AND ITEMS INCLUDED IN THESE CERTIFICATIONS, THAT THE CONTENTS OF THESE CERTIFICATIONS ARE TRUE, AND THAT THESE CERTIFICATIONS ARE MADE UNDER THE LAWS OF THE STATE OF CALIFORNIA.

Date: 6/22/2026

Proper Name of Contractor: B.T. Mancini Co., Inc.

Signature:  Signed by: Skip Mancini
8AC35DD5217F413...

DS
MV

By: Skip Mancini (Print Name)

Title: President

DS
MV

FINGERPRINTING/CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION

The undersigned does hereby certify to the governing board of the District that undersigned is a representative of the Contractor, is familiar with the facts herein certified, is authorized and qualified to execute this certificate on behalf of Contractor; and that the information in this Criminal Background Investigation / Fingerprinting Certification is true and correct.

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

All Workers Fingerprinted. The Contractor has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all Contractor’s employees and all of its subcontractors’ employees who interact with pupils, outside of the immediate supervision and control of the pupil’s parent or guardian or a school employee, has a valid criminal records summary as described in Education Code Section 44237 (Contractor shall “require each applicant for employment in a position requiring contact with minor pupils to submit two sets of fingerprints prepared for submittal by the employer to the Department of Justice for the purpose of obtaining criminal record summary information from the Department of Justice and the Federal Bureau of Investigation.”). A complete and accurate list of Contractor’s employees and of all of its subcontractors’ employees who may interact with District pupils during the course and scope of the Contract is attached hereto; and/or

Physical Barrier. Pursuant to Education Code section 45125.2, Contractor has installed or will install, prior to commencement of work, a physical barrier at the Project site, that will limit contact between Contractor’s employees and District pupils at all times; and/or

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

Name: Daniel Hauff **Title:** Supervisor

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

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

Contractor’s responsibility for background clearance extends to all of its employees, subcontractors, and employees of subcontractors coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors of the Contractor.

Date: 6/22/2026

Proper Name of Contractor: B.T. Mancini Co., Inc.

Signed by: Skip Mancini
Signature: 8AC35DD5217F413...

Print Name: Skip Mancini

Title: President



EXHIBIT C

PERFORMANCE BOND

PERFORMANCE BOND (100% of Contract Price)

(Note: Contractors must use this form, NOT a surety company form.)

WHEREAS, the governing board (“Board”) of the _____ **School District**, (“District”) and _____ (“Principal”)

have entered into a contract for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to perform the following project:

Z0549 School of Tomorrow Implementations (“Project” or “Contract”)

which Contract dated _____, 20____, and all of the Contract Documents attached to or forming a part of the Contract, are hereby referred to and made a part hereof, and

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

NOW, THEREFORE, the Principal and _____ (“Surety”) are held and firmly bound unto the District in the penal sum of:

\$ _____ **DOLLARS**,

lawful money of the United States, for payment to the District and will and truly be made pursuant to the provisions herein. Principal and Surety, each of us, bind ourselves, our heirs, executors, administrators, successors, and assigns jointly and severally to:

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

In the event the Principal is declared by the District to be in breach or default in the performance of the Contract, then, after written notice from the District to the Surety, as provided for herein, the Surety shall either remedy the default or breach of the Principal or shall take charge of the Work of the Contract and complete the Contract with a Contractor other than the Principal at its own expense; provided, however, that the procedure by which the Surety undertakes to discharge its obligations under this Bond shall be subject to the advance written approval of the District.

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

As a condition precedent to the satisfactory completion of the Contract, the above obligation shall hold good for a period equal to the warranty and/or guarantee period of the Contract, during which time Surety's obligation shall continue if Contractor shall fail to make full, complete, and satisfactory repair, replace, and totally protect the District from loss or damage resulting from or caused by defective materials or faulty workmanship. The obligations of Surety hereunder shall continue so long as any obligation of Contractor remains. Nothing herein

shall limit the District's rights or the Contractor's or Surety's obligations under the Contract, law or equity, including, but not limited to, California Code of Civil Procedure section 337.15.

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

Any claims under this bond may be addressed to the Surety at the following address. This cannot be the Contractor's broker for this bond, but must be an employee of the Surety or the Surety's legal counsel:

Attention: _____

Telephone No.: (_____) _____ - _____

E-mail Address: _____

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

Principal

Surety

(Name of Principal)

(Name of Surety)

(Signature of Person with Authority)

(Signature of Person with Authority)

(Print Name)

(Print Name)

(Name of California Agent of Surety)

(Address of California Agent of Surety)

(Telephone Number of California Agent of Surety)

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

PAYMENT BOND

PAYMENT BOND -- Contractor's Labor & Material Bond (100% of Contract Price)
(Note: Contractors must use this form, NOT a surety company form.)

WHEREAS, the governing board ("Board") of the _____ **School District**, ("District") and _____ ("Principal")

have entered into a contract for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to perform the following project:

Z0549 School of Tomorrow Implementations ("Project" or "Contract")

which Contract dated _____, 20____, and all of the Contract Documents attached to or forming a part of the Contract, are hereby referred to and made a part hereof, and

WHEREAS, pursuant to law and the Contract, the Principal is required, before entering upon the performance of the work, to file a good and sufficient bond with the body by which the Contract is awarded in an amount equal to 100 percent (100%) of the Contract price, to secure the claims to which reference is made in the Civil Code of California, including section 9100, and the Labor Code of California, including section 1741.

NOW, THEREFORE, the Principal and _____ ("Surety") are held and firmly bound unto all laborers, material men, and other persons referred to in said statutes in the penal sum of:

\$ _____ **DOLLARS,**

lawful money of the United States, being a sum not less than the total amount payable by the terms of Contract, for the payment of which sum well and truly to be made pursuant to all applicable statutes and laws applicable to the provisions herein. Principal and Surety, each of us, bind ourselves, our heirs, executors, administrators, successors, or assigns, jointly and severally, to those applicable statutes and laws, and to the provisions herein.

The condition of this obligation is that if the Principal or any of his or its subcontractors, of the heirs, executors, administrators, successors, or assigns of any, all, or either of them shall fail to pay for any labor, materials, provisions, equipment, or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to that work or labor, that the Surety will pay the same in an amount not exceeding the amount herein above set forth, and also in case suit is brought upon this bond, will pay a reasonable attorney's fee to be awarded and fixed by the Court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under sections 9000 through 9566 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

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

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

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

_____, 20____.

Principal

Surety

(Name of Principal)

(Name of Surety)

(Signature of Person with Authority)

(Signature of Person with Authority)

(Print Name)

(Print Name)

(Name of California Agent of Surety)

(Address of California Agent of Surety)

(Telephone Number of California Agent of Surety)

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

END OF DOCUMENT