

MODERNIZATION PROPOSAL

December 15, 2017

TO: Perris Union High School District
 155 E. 4th Street
 Perris, CA 92570

PROJECT: 155 E. 4th Street, Perris, CA
 UNITS: (1) Passenger Elevator. St #93061
 PROPOSAL #: T-0002150796

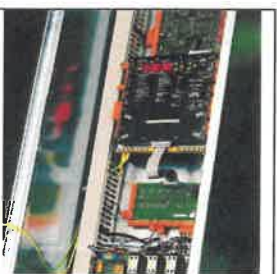
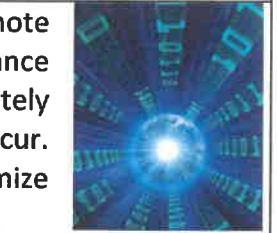
KONE INC.

11165 Knott Avenue, Ste. B
 Cypress, CA. 90630
 Phone: 714-890-7080
 Fax: 714-893-1848

Don Sterling
 Sales Executive-
 Modernization
 Cell: (714) 699-6030
don.sterling@kone.com

KONE INC. proposes to provide the following necessary labor, material, permits, taxes and required elevator inspection to modernize the **(1) one hydraulic passenger** elevator located at the above referenced address. The following components will be replaced / installed according to the current applicable vertical transportation codes for the project.

1.0 ELEVATOR MACHINE ROOM

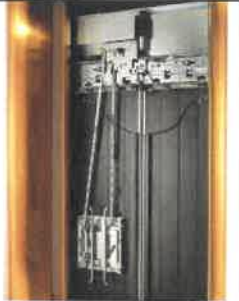
1.1	CONTROL SYSTEMS	<p>KONE will provide and install a new KONE KCM micro-processor based elevator control system for the elevator. The KONE KCM control system utilizes the latest in control technologies, improving the levels of performance, reliability, and safety of the elevators. The new controls will <u>incorporate on-board diagnostics</u> for trouble-shooting, adjusting, and testing of the elevator equipment. No separate tool or passwords are required to perform regular service, testing, adjusting, and trouble-shooting. All required code mandated functions, features, and operation will be incorporated into the controls.</p>	
1.1a	MOTOR STARTER	<p>The KONE KCM controls will be provided with a modern solid-state motor starter, to provide maximum energy efficiency, motor protection, and performance.</p>	
1.1b	DISPATCHING	<p>The KONE KCM controls will include simplex dispatching, to maximize the traffic handling performance for the building.</p>	
1.1c	REMOTE MONITORING	<p>The KONE KCM controls will include the KONE Remote Monitoring System (KRMS) functionality. KRMS performance monitoring system is active at all times, and helps to remotely analyze possible equipment malfunctions before they occur. KRMS is another tool to predict, detect, and ultimately minimize the inconvenience from equipment failures.</p>	
1.2	PUMP UNIT	<p>KONE will replace the existing hydraulic pump unit with new submersible pump unit including motor, pump, tank, silencer, and control valve. Retain existing machine room gate valve and hydraulic feed line from elevator pump unit to elevator pit location</p>	

1.3	WIRING & CONDUIT	KONE will install all new machine room wiring complete, to help eliminate possible areas of equipment failures, trouble-calls, and performance issues. <u>No wiring will be retained.</u> KONE will provide an install new wiring ducts and conduits as needed. All wiring will meet the elevator code requirements.
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2.0 ELEVATOR HOISTWAYS / SHAFTS / PITS

2.1	DOOR EQUIPMENT	KONE will install new hall door tracks, roller hangers, new door rollers, new door locks, new pick up assemblies, new door spirators and new door gibs. Existing door frames, door panels and sills will be retained.
2.2	SIGNAL FIXTURES	KONE will provide and install new code compliant hall push-button and signal fixtures for the elevator group. All Signal fixtures will have #4 brushed stainless steel surface mount cover plates and LED illumination for extended service life. The new signal fixtures will include the following: <ul style="list-style-type: none"> - New single riser of hall call stations at the landing. The main egress landing will include the code mandated fire phase 1 keyswitch, jewels and related assemblies. - New hoistway access key switches at the terminal openings.
2.3	BUFFERS	The existing buffer assemblies will be retained.
2.4	JACK CASING & PISTON	KONE will retain the existing hydraulic jack casing, piston, and related assemblies.
2.5	FEEDLINE	KONE will retain and reuse the existing feed line from the new elevator hydraulic pump unit to the feed line located in the elevator pit. Install new shut off valve and rupture valve located in elevator pit.
2.6	GUIDE RAILS	KONE will retain the existing car guide rails, brackets, and related assemblies. No additional rail strengthening or adjustments are anticipated with the modernization scope outlined in this proposal.
2.7	WIRING & CONDUIT	KONE will install all new hoistway and traveling cable wiring complete, to help eliminate possible areas of equipment failures, trouble-calls, and performance issues. <u>No wiring will be retained.</u> KONE will provide an install new wiring ducts and conduits as needed. All wiring will meet the elevator code requirements.

3.0 ELEVATOR CAB / RELATED EQUIPMENT

3.1	DOOR EQUIPMENT	KONE will install the new Renova, closed loop master door operator for the elevator. New car door tracks, hangers, rollers, relating equipment, and zone locking clutch will be provided. The Renova door equipment has a heavy duty design to maximize equipment life and minimize downtime. This equipment is being replaced to ensure smooth, quiet, efficient door operation, which is the most noticeable item for elevator riders and building tenants.	
3.2	DOOR REVERSING EDGE	KONE will install a new modern solid-state 2D infrared door reversing edge for the elevator. The infrared door edges provide a non-contact means to retract the closing doors, thereby helping to prevent rider contact and injuries.	
3.3	CAR TOP	KONE will install a new code compliant car top control station for the elevator.	

	EQUIPMENT	A new car top safety handrail will also be installed as required by code.
3.4	CAR GUIDES	KONE will retain and reuse existing car slide guides
3.5	CAR SIGNAL FIXTURES	<p>KONE will provide new car push-button and signal fixtures for the elevators. All fixtures will have #4 brushed stainless steel cover plates and LED illumination for extended service life. The new installations will include:</p> <ul style="list-style-type: none"> - New main applied panel car operating panel will be installed. The new car station will incorporate the locking fire fighters operation cabinet, with floor selection buttons, per code requirements. A new digital position indicator, with passing toner will be provided in the car operating panel. - New car riding directional lantern will be installed including new dual stroke chimes and L.E.D. lamps
3.6	CAB AND INTERIORS	KONE retain the existing car shell and decorative interiors, including the existing ceiling system.
3.7	ACCESSORIES	KONE will provide a new code compliant toe guard for the elevator.



4.0 TESTING AND INSPECTIONS

4.1	TESTING	KONE will conduct all required safety tests, drop tests, and pre-test the function of the elevator under fire recall conditions with the Owners' fire-life-safety contractor. Testing is to be provided during normal working hours of KONE.
4.2	INSPECTIONS	The proposal includes fees for State of California inspections and testing as required by elevator code. However, any re-testing required due to other trades' failures to complete their work or tests in a timely manner will be billed at our regular billing rates, including the additional inspection fees of the AHJ. The building's fire-life-safety contractor will need to be present at all inspections to test the building systems, and reset the systems. The costs for the fire-life-safety contractor will be paid by others.
4.3	TURN OVER	KONE will provide (1) One standard owners' manual, (3) three sets of fixture keys, and will instruct the Owners' representative on the use of the elevator equipment.

5.0 CLARIFICATIONS

5.1	SECURITY CARD READERS	KONE has not provided any provisions for card reader heads, card reader controls, or other related installation in our base pricing. Please consult KONE in the application, interface requirements, additional cost, and other related items associated with implementation of card reader security.
5.2	MAINTENANCE	The KONE base pricing does not contain any warranty or continuing maintenance for the elevator. An ongoing elevator service agreement will need to be in place prior to elevator modernization project starts. Once the elevator is complete, KONE will resume the service of the unit under the existing maintenance agreement.

5.3	CODE APPLICATION	All new elevator equipment provided shall meet applicable ASME A17.1 2004 code requirements, as of the date of contract acceptance. Required modifications and/or costs of any future code changes adopted after the contract acceptance date are excluded. Proposal pricing is based on the scope of work as defined herein. Any additional work required will be performed only upon Purchaser's approval of a mutually agreeable change proposal. Any other deficiencies revealed in the progress of the work will be promptly reported to purchaser with recommendations and cost for corrective action.
5.4	SPEEDS, CAPACITIES, LANDINGS	Unless specifically noted above, the existing elevator speeds, capacities, dimensions, and landings served will be retained.
5.5	PICTURES	Pictures used in this proposal are for demonstration purposes only, and does not necessarily indicate the exact equipment to be installed for this project. KONE will provide a full set of submittals for approval, prior to the ordering of the new elevator equipment.

6.0 MODERNIZATION OPTIONS

6.1	Emergency Battery Lowering	Base price includes elevator controllers to come with emergency battery lowering unit to lower to next level and open elevators doors in the event of a building power failure.
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BASE MODERNIZATION PRICE:

The KONE price to perform the above-mentioned work including all applicable labor, material and elevator inspection fees is: **\$78,400.00 (Seventy Eight Thousand Four Hundred 00/100 Dollars)**. Pricing is based upon all work completing within calendar year 2018

Cab Allowance ADD: \$20,000.00 for new cab interior laminate wall finishes, new T-bar light ceiling and diffusers, new stainless steel clad front return and rubber type flooring. Will provide firm cab interior price once finishes confirmed.

ESTIMATED TIME FRAMES:

Contract processing/ technical reviews/ engineering/ submittals: 4-6 weeks.

Manufacturing: 12-14 weeks.

Material Consolidation & Delivery: 1 week.

Modernization/Installation: Approximately 3 weeks* per elevator, plus inspection.

Inspection: Per code authority availability.

*Installation start will be based upon available manpower, and may not immediately follow the time periods noted above. KONE will provide an anticipated start date, based upon the actual date of proposal acceptance.

This proposal is subject to the terms and conditions as noted in KONE Bid Attachment A & B.

ACCEPTANCE: The foregoing Agreement is hereby signed and accepted in duplicate:

PURCHASER:

Perris Union HSD

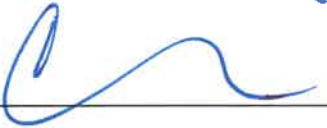
Bill To:

Accounts Payable

Bill To Address:

155 E. 4th St
Perris, CA 92570

**Executed by:
(Signature)**



Name, Title

Candace Reines
Deputy Superintendent

For:

Perris Union HSD

Date:

12/18/17

Respectfully Submitted:

KONE Inc.

Branch Name

Orange County #240

Branch Address

11165 Knott Avenue, Suite B
Cypress, CA. 90630

By:

Don Sterling,
Sales Executive,
Modernization

Approved By

Name, Title

Date:

Bid Attachment "A" / KONE Inc. General Terms and Conditions

1. APPLICATION OF THESE TERMS

The parties agree to be bound by the terms and conditions contained in the Bid Letter, this Bid Attachment A and Bid Attachment B, including the documents incorporated herein by reference (collectively, the "Proposal").

2. SPECIAL PURCHASING REQUIREMENTS

This Proposal is made without regard to compliance with any special sourcing and/or manufacturing requirements including, but not limited to, Buy America, Buy American, U.S. Steel, FAR clauses, minority / disadvantaged supplier requirements or similar federal and/or state procurement laws. Should such requirements be applicable to this Project, KONE reserves the right to modify and/or withdraw its Proposal.

3. PROPOSAL CONDITIONS

The Proposal shall be open for acceptance within the period stated in the Bid Letter, or when no period is stated, for a period of 30 days from the date of the Bid Letter. Prior to commencing manufacture of the equipment described in the Bid Letter ("Equipment"), KONE must have (i) a fully executed contract; (ii) a schedule acceptable to KONE identifying the Equipment installation start date, or alternatively, KONE's letter specifying the ship date ("Ship Date Letter") signed by Customer, which, as applicable, is incorporated by reference herein; (iii) the first payment in Section 5 herein; and (iv) fully approved KONE layouts.

4. INSTALLATION

Customer shall be responsible for procurement and cost of all permits, except permits related to installation of the Equipment. This Proposal is conditioned upon KONE using its standard installation method. The installation of the Equipment shall start after Customer has completed all site requirements in Bid Attachment B and any other documents describing site requirements ("Site Requirements"), all of which are incorporated by reference herein. Within two (2) weeks prior to the scheduled delivery date for KONE's materials, KONE shall verify that the Site Requirements are complete and notify Customer if there are outstanding deficiencies preventing KONE from beginning installation. If there are any deficiencies, KONE shall be entitled to delay the start of installation and Customer shall be responsible for all additional costs incurred by KONE, including without limitation, costs associated with: labor reallocation, re-directing materials to and storage in a KONE Distribution Center, additional labor for double handling of materials, and additional trucking, freight and insurance. Should Customer elect not to use a storage facility and direct KONE to deliver material to the site, Customer accepts all responsibility for material on site. Once the Site Requirements are completed, the start of installation shall be subject to the availability of labor and the delivery of material, if applicable. KONE shall not participate in a composite clean-up crew or any costs thereto. KONE shall not attend jobsite meetings until mobilized onsite.

KONE's work shall be performed during regular union working hours of regular working days, Monday to Friday, statutory holidays excluded. If overtime is mutually agreed upon and performed, the additional costs for such work shall be added to the Price at KONE's standard overtime rates. If the installation cannot be performed in an uninterrupted manner for any reason beyond KONE's control, Customer shall store and protect the Equipment at Customer's risk and cost and compensate KONE for any costs caused by such delay including, but not limited to, double handling of Equipment and demobilization.

KONE shall not be required to perform overtime or any Customer directed change to its work ("Extra Work") without an executed change order. No action by KONE, including but not limited to, performing Extra Work without an executed change order, shall be a waiver of KONE's right to seek payment for Extra Work performed. KONE shall be entitled to an extension of time and an equitable adjustment in the Price, including but not limited to, any increased costs of labor, including overtime, resulting from any change of schedule, re-direction of KONE personnel to another work area, acceleration, or out of sequence work.

KONE shall take reasonable methods to protect its work-in-place while KONE is actively on site and until execution of a KONE Uniform Final Acceptance, which is incorporated by reference herein. Should damage occur to KONE property, material or work-in-place by fire, theft or vandalism, Customer shall compensate KONE for said damages. KONE shall abide by Customer's safety policies and procedures to the extent such policies and procedures are not in conflict with KONE's Safety Policy. Testing and/or security features of Equipment must be completed before Equipment turnover. KONE is not responsible for damages, either to Equipment or the building,

or for any personal injury or death, arising out of or resulting from any code required safety tests performed on Equipment or hoistway access granted by Customer to other trades prior to Equipment turnover.

5. TEMPORARY USE

Temporary use of Equipment may be permitted, provided the use period allows adequate time for Equipment restoration for final turnover and Customer executes KONE's Temporary Use Agreement. Temporary use shall be invoiced separately and subject to payment terms in Section 7 herein. At the end of temporary use, Customer shall return the Equipment to KONE in "like new" condition.

6. HAZARDOUS MATERIALS

Notwithstanding any contract provisions to the contrary, KONE's work shall not include any abatement or disturbance of asbestos containing material ("ACM"), presumed asbestos containing materials ("PACM"), or other hazardous materials (i.e. lead, PCBs) (collectively "HazMat"). KONE shall have the right to discontinue its work in any location where suspected HazMat is encountered or disturbed. Any HazMat removal or abatement, or delays caused by such, required in order for KONE to perform its work shall be Customer's sole responsibility and expense. Should any HazMat abatement occur within the shaft or machine room, Customer shall execute KONE's Hoistway or Pit Access Request. If any HazMat is known to be present on site before the start of work, HazMat removal or abatement shall be completed prior to KONE scheduling installation and delivering material.

7. PAYMENT TERMS

Payments are due 30 days from invoice date, based on benchmarks as follows:

- 30% of the Price for engineering, site management, and overhead, billable and due upon execution of this Proposal or receipt of the subcontract;
- 50% of the Price for material and shipping, billable and due upon delivery of material to the jobsite or KONE Distribution Center;
- 20% of the Price for Equipment installation, billable and due at the billing cycle following the start of installation.

KONE reserves the right to delay, suspend, or stop the work, including manufacturing, delivery, installation and/or Equipment turnover, for non-payment, without liability to KONE or being held in default. Simple interest at 1.5% per month shall be charged on amounts not paid when due. Payments to KONE are not contingent on any third party payments to Customer. Customer shall reimburse KONE for all costs of collection, including courts costs and reasonable attorneys' fees.

Prior to turnover, KONE must receive a final punchlist and be paid in full, less 10% maximum retention, the Price including all change orders. Retention shall be due and payable within 30 days of execution of the Uniform Final Acceptance or Equipment turnover, whichever occurs first.

If certified payroll reporting is required, KONE will submit the requested reporting in the format of the U.S. Department of Labor form WH 347 & WH 348. The Price does not include Textura or any other special billing requirements, which can be added via change order at a rate of 0.3% of the Price.

8. PROPERTY RIGHTS

The delivered material remains the property of KONE and KONE retains title thereto until final payment is made. The proprietary and intellectual property rights to the Equipment, drawings, technical documentation, and software shall remain solely with KONE. All software supplied by KONE with Equipment contains a limited license to Customer or its successors for the use and operation of the Equipment. Use of such software for any other purpose is prohibited. KONE shall not provide any information such as KONE's internal manuals, manufacturing drawings, source codes, or other proprietary and confidential information, all of which are excluded from the Proposal.

Any tools, devices, or other equipment that KONE uses to perform its work or monitor the Equipment remains the sole property of KONE. If this Proposal terminates or expires for any reason, Customer will give KONE access to the premises to remove such equipment at KONE's expense.

Bid Attachment "B"
Site Requirements / Work by Other Trades

The work described below is a summary of work to be performed by others ("Work by Other Trades") that may be required in conjunction with the elevator modernization performed by KONE (the "Work"). Purchaser shall provide any and all building electrical, structural and mechanical system upgrades required for code compliance, life safety, and proper equipment installation and operation. The Authorities Having Jurisdiction (AHJ) may require additional remedial or preparatory work. All required remedial or preparatory work shall be performed by properly licensed trade contractors in compliance with applicable codes and based on a schedule of performance that allows for uninterrupted progress of the Work. Under no circumstances shall KONE be responsible for any cost associated with the performance of remedial work by others.

Purchaser shall provide the following unless specifically included in KONE's Work:

Electrical

- A properly rated three phase fused disconnect switch, externally operable and lockable in the open position, located as required by code. Accommodate any increases in motor size or feeder loads.
- A dedicated 110 VAC fused disconnect switch, externally operable and lockable in the open position adjacent to the machine room door for cab lighting and ventilation, located as required by code
- Shunt-trip disconnect if fire sprinklers are present in machine room or hoistway.
- GFI 120 VAC convenience outlets in machine room and pit.
- Separate outlet in the pit area if a sump pump is installed.
- Telephone line service brought to the elevator machine room for emergency communication device.
- Any required RF shielding of TV or radio transmitters, antennae and/or wave-guides.
- Conduit with pull boxes from each elevator bank to any remote fire control or communication panels specified
- If required by building code, standby/emergency power , sufficiently sized to provide power of permanent characteristics to each elevator's disconnect, simultaneously, upon loss of regular power, including feeders, transfer switches and auxiliary contact signal outputs to elevator controllers.

Machine Room

- A code-compliant machine room. Provide or maintain fire rating as required by building code.
- Fire-rated door for access into the machine room. Door shall be self-closing and self-locking, operable from inside the room without the use of a key.
- Independent ventilation or an air conditioning system for the elevator machine room, to assure temperature is maintained between 65 degrees and 95 degrees Fahrenheit.
- Fire extinguisher inside machine room.
- Minimum clear machine room height of 7'-0".
- Suitable lighting that provides a minimum of 19 ftc at floor.
- Removal of any non-elevator related equipment and materials from within the machine room and proper disposal of oil and other hazardous or non-hazardous substances and materials.

Hoistway

- A code-compliant hoistway, constructed in accordance with KONE's requirements and specifications. Provide or maintain fire rating as required by building code.
- Patching of all holes in hoistway walls with fire rated material.
- Beveling all ledges within hoistway measuring over 4".

- Safe working environment must be provided and supported by provision for adequate entrance protection, means of hoisting, hoistway dividing screens, and protection of floors walls and doors etc.
- Emergency evacuation procedures to be clearly defined where required. Subject to site survey and actions agreed.
- Any portion of the Work that is subject to the permissions of local authorities beyond the elevator permits must be identified to KONE. Responsibility for permits to be agreed. Permits and appropriate signage indicating any changes to pedestrian access routes for building users must be in place prior to start of the Work.
- Elevator installation methods requires the integrity of the existing Safety Gear and Overspeed protection devices, and are therefore subject to verification of suitability prior to commencement of the work. Any remedial work required or alternative solution is not included in this tender.

AGREEMENT ADDENDUM

Perris Union High School District ("District") and KONE, Inc. (the "Contractor"), acknowledge and agree to the following addendum:

1. WAGE RATES

a. This shall be considered a public works contract, and each worker of the Contractor or any of its subcontractors engaged in work on the work shall be paid not less than the prevailing wage rate, regardless of any contractual relationship which may be alleged to exist between the Contractor or any subcontractors and such workers.

b. Each worker needed to execute the work must be paid travel and subsistence payments as defined in the applicable collective bargaining agreements filed in accordance with Labor Code Section 1773.1.

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

d. Contractor shall, as a penalty, forfeit an amount as determined by the Labor Commissioner pursuant to Labor Code Section 1775 for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the director for such work or draft in which such worker is employed for any public work done under the contract by him or by any subcontractor under him. The difference between such prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof, for which each worker was paid less than the prevailing wage rate, shall be paid to each worker by Contractor.

e. Contractor shall be responsible for knowing and implementing all prevailing wage rates at all times during the work. Contractor shall post, at appropriate conspicuous points on the site of the work, a schedule showing all determined general prevailing wage rates.

f. Any worker employed to perform work which is not covered by any classification available at the office of the Department of Industrial Relations, shall be paid not less than the minimum rate of wages specified for the classification which most nearly corresponds with work to be performed by him, and that minimum wage rate shall be retroactive to the time of initial employment of the person in the classification.

2. LABOR COMPLIANCE PROGRAM; RECORD OF WAGES PAID; INSPECTION

a. Contractor and subcontractors shall not be qualified to bid on, be listed on a bid proposal (subject to the requirements of Public Contract Code section 4104), or engage in the performance of any public work unless currently registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5, except under the limited circumstances set forth in Labor Code Section 1771.1(a).

b. Pursuant to Labor Code Section 1771.4, this agreement is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Each Contractor and subcontractor performing work under the agreement shall be required to comply with the provisions of the California Labor Code Section 1720 et seq., and the regulations of the Department of Industrial Relations' Division of Labor Standards Enforcement (i.e., the Labor Commissioner), including, but not limited to, the standard provisions requiring payment of prevailing wages, maintenance and submission of certified payroll records, and the hiring of apprentices as appropriate. Unless otherwise specified, the Contractor shall be required to post job site notices regarding the requirements of this paragraph, as prescribed by regulation.

c. Contractor and each subcontractor shall be required to furnish the records specified in Labor Code Section 1776 directly to the Labor Commissioner at least monthly, in a format prescribed by the Labor Commissioner.

d. Pursuant to Labor Code Section 1776, Contractor stipulates to the following:

i. Contractor and each subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her on the Project. Such records shall be on forms provided by the Division of Labor Standards Enforcement or shall contain the same information of such forms.

ii. The payroll records enumerated under subdivision (i) shall be certified and shall be available for inspection at all reasonable hours at the principal office of the Contractor.

iii. A certified copy of an employee's payroll record shall be made available for inspection or furnished to such employee or his or her authorized representative on request.

iv. A certified copy of all payroll records enumerated in subdivision shall be made available for inspection and furnished to a representative of the Division of Labor Standards Enforcement and Division of Apprenticeship Standards of the Department of Industrial Relations.

v. A certified copy of all payroll records enumerated in subdivision (i) shall be made available upon request by the public for inspection or copies thereof made; provided, however, that a request by the public shall be made through the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided pursuant to subdivision (ii), the requesting party shall, prior to being provided the records, reimburse the costs of preparation by the Contractor, subcontractors, and the entity through which the request was made. The public shall not be given access to such records at the principal office of the Contractor.

vi. Contractor shall file a certified copy of the records enumerated in subdivision (i) with the entity that requested such records within ten (10) days after receipt of the written request.

vii. Any copy of records made available for inspection as copies and furnished upon request to the public shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address and social security number. The name and address of the Contractor awarded the contract or performing the contract shall not be marked or obliterated.

viii. Contractor shall inform a requesting party of the location of the records enumerated under subdivision (i), including the street address, city, and county, and shall, within five (5) working days, provide a notice of a change of location and address.

ix. In the event of noncompliance with the requirements of this Article, the Contractor shall have ten (10) days in which to comply subsequent to receipt of written notice requesting the records enumerated in subdivision (i). Should noncompliance still be evident after such 10-day period, the Contractor shall pay a penalty of one hundred dollars (\$100.00) to the appropriate party for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Labor Standards Enforcement, such penalties shall be withheld from any progress payment then due.

x. The responsibility for compliance with this Article shall rest upon Contractor.

xi. Contractor shall submit certified payrolls with each pay request.

3. HOURS OF WORK

a. As provided in Article 3 (commencing at Section 1810), Chapter 1, Part 7, Division 2 of the Labor Code, Contractor stipulates that eight (8) hours of labor shall constitute a legal day's work. The time of service of any worker employed at any time by the Contractor or by the work or upon any part of the work contemplated by this Agreement is limited and restricted to eight hours during any one calendar day and forty (40) hours during any one calendar week, except as hereinafter provided. Notwithstanding the provisions hereinabove set forth, work performed by employees of contractors in excess of eight (8) hours per day and forty (40) hours during any one week upon this public work shall be permitted compensation of all hours worked in excess of eight (8) hours per day at not less than one and one-half times the prevailing wage rate of pay.

b. Contractor shall pay to the appropriate party a penalty of twenty-five dollars (\$25.00) for each worker employed in the execution of this Agreement by the Contractor or by any subcontractor for each calendar day during which such workman is required or permitted to work more than eight (8) hours in any calendar day and forty (40) hours in any one calendar week in violation of the provisions of Article 3 (commencing at Section 1810), Chapter 1, Part 7, Division 2 of the Labor Code, unless compensation to the worker so employed by the Contractor is not less than one and one-half (1-1/2) times the rate of pay for all hours worked in excess of eight (8) hours per day.

c. Any work necessary to be performed after regular working hours or on Sundays or other holidays shall be performed without additional expense to District, unless otherwise agreed to by the parties.

d. Construction work under the Construction Provisions shall be accomplished on a schedule consistent with the normal and reasonable practices of the Contractor and in compliance with applicable ordinances.

4. APPRENTICES

a. All apprentices employed by Contractor to perform services under the Agreement shall be paid the standard wage paid to apprentices under the regulation of the craft or trade at which that apprentice is employed, and shall be employed only at the work of the craft or trade in which that apprentice is registered. Only apprentices, as defined in Labor Code Section 3077, who are in training under apprenticeship standards and written apprenticeship agreements under Chapter 4 (commencing at Section 3070), Division 3 of the Labor Code, are eligible to be employed under this Agreement. The employment and training of each apprentice shall be in accordance with the provisions of the apprenticeship standards and apprenticeship agreements under which that apprentice is training.

b. When the Contractor to whom the contract is awarded, or any subcontractor under the Contractor, in performing any of the work under the contract or subcontract, employs workers in any apprenticeable craft or trade, the Contractor and subcontractor shall apply to the joint apprenticeship committee administering the apprenticeship standards of the craft or trade in the area of the site of the public work, for a certificate approving the Contractor or subcontractor under the apprenticeship standards for the employment and training of apprentices in the area or industry affected. However, approval as established by the joint apprenticeship committee or committees shall be subject to the approval of the Administrator of Apprenticeship. Contractor or subcontractors shall not be required to submit individual applications for approval to local joint apprenticeship committees provided they are already covered by the local apprenticeship standards. The ratio of work performed by apprentices to journeymen, who shall be employed in the craft or trade on the public work, may be the ratio stipulated in the apprenticeship standards under which the joint apprenticeship committee operates, but in no case shall the ratio be less than one hour of apprentice work for each five hours of labor performed by a journeyman, except as otherwise provided in Section 1777.5, of the Labor Code. However, the minimum ratio for the land surveyor classification shall not be less than one apprentice for each five journeymen.

c. **“Apprenticeable craft or trade”** as used in Labor Code Section 1777.5 and this Article, means a craft or trade determined as an apprenticeable occupation in accordance with rules and regulations prescribed by the Apprenticeship Council.

d. Contractor, or any subcontractor under him, who, in performing any of the work under this Agreement, employs journeymen or apprentices in any apprenticeable craft or trade and who is not contributing to a fund or funds to administer and conduct the apprenticeship programming any craft or trade in the area of the site of the public work, to which fund or funds other contractors in that they are at a site of the public work are contributing, shall contribute to the fund or funds in each craft or trade in which that Contractor employs journeymen or apprentices on the public work in the same amount or upon the same basis and in the same manner as other contractors do. Where the trust fund administrators are unable to accept the funds, contractors not signatory to the trust agreement shall pay like amount to the California

Apprenticeship Council. The Division of Labor Standards Enforcement is authorized to enforce the payment of the contributions to the fund or funds as set forth in Labor Code Section 227.

e. The responsibility of compliance with Labor Code Section 1777.5 and this Article for all apprenticeable occupations is with the Contractor.

f. The interpretation and enforcement of Sections 1777.5 and 1777.7 of the Labor Code shall be in accordance with the rules and procedures of the California Apprenticeship Council.

5. FINGERPRINTING.

a. This Agreement is subject to the provisions of Education Code Section 45125.1. Contractors' employees are required to submit fingerprints to the Department of Justice where an employee may come into contact with students at any District 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 667.5(c) and 1192.7(c). 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.

b. Contractor shall provide District with a list of names of employees who may come in contact with students and must certify in writing to the District 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. District may request the removal of a Contractor employee from a District site at any time. Failure to comply with this provision may result in termination of this Agreement.

6. DISPUTE RESOLUTION.

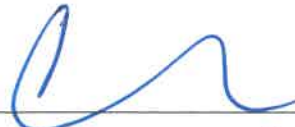
a. Notwithstanding any other language in the Agreement, claims between the District and the Contractor shall first be resolved using the procedures set forth at Public Contract Code § 9204. "Claims" are defined for this Article, pursuant to Public Contract Code § 9204, as a separate demand by the Contractor for one of the following: a time extension for relief from penalties for delay; payment of money or damages arising from work done; or payment of an amount disputed by the District.

b. Upon receiving a claim sent by registered or certified mail, the District must review and provide a written response within forty-five (45) days that identifies the disputed and undisputed portions of the claim. The forty-five (45) day period to respond may be extended by mutual agreement. The claim is deemed rejected in its entirety if the District does not issue a response. Any payment due on an undisputed portion of the claim must be processed within sixty (60) days after the District's response. If a claimant disputes the District's response or lack thereof, the claimant may demand to meet and confer for settlement of the issues in dispute. Any portion of a claim that remains in dispute after a meet and confer conference will be subject to nonbinding mediation process, as described in Public Contract Code § 9204. Undisputed and unpaid claims accrue interest at 7% per annum. A subcontractor or lower tier subcontractor may

make a claim to the District through the Contractor, as specified in Public Contract Code § 9204. However, the procedures in this section shall not supersede the requirements of the Agreement with respect to the Contractor's notification to the District of such claim or extend the time for the giving of such notice as provided in the Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their respective officers thereunto duly authorized, as of December 18,
2017

PERRIS UNION HIGH SCHOOL DISTRICT

By: 
Name: Candace Reines
Its: Deputy Superintendent

KONE, INC.

By: _____
Name: _____
Its: _____