



## **D.L. Falk Construction Inc.**

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12/23/25

CAPITAL PROJECTS MANAGEMENT DIVISION  
PUBLIC WORKS DEPARTMENT  
CONTRA COSTA COUNTY  
40 MUIR ROAD, 2nd FLOOR  
MARTINEZ, CALIFORNIA 94553

RE: Brookside Mental Health Center Bid Protest

Attn: Diane Strassmaier

Ms. Strassmaier -

As you are aware, DL Falk Construction, Inc. ("DLF") is the third apparent low bidder for the Brookside Mental Health Center Project which bid on 12/17/25. After reviewing the bids submitted by Buhler Commercial and WE Lyons Construction Inc., the 1<sup>st</sup> and 2<sup>nd</sup> apparent low bidders, please consider this notice as DLF's formal protest to both bids.

DLF is considering this protest in compliance with the timing requirements of the Ca Public Contract Code and County requirements as the bidder information, or protest able material, was distributed by the County on 12/22/25.

### **Basis of Protest (Legal)**

A bid is responsive if it promises to do what the bidding instructions require. Bay Cities Paving & Grading, Inc. v. City of San Leandro (2014) 223 Cal.App.4th, 1181, 1187. Specifically, all bidders must submit a sufficient (complete) Subcontractor List on its subcontractor listing form in accordance with the requirements of California Public Contract Code Section 4104.

Buhler Commercial and WE Lyons Construction, Inc. both failed to meet this mandatory requirement.

A contractor, at the time of the bid, is required to supply the name, location, and license number of each subcontractor that will perform work which exceeds ½ of 1% in value when compared to the total cost of the prime contractors' total bid, the Cal. Pub. Contract Code § 4104 subcontractor listing requirements are as follows:

All prime contractors must list:

*(a)(1) The name, the location of the place of business, the California contractor license number, and public works contractor registration number issued pursuant to Section 1725.5 of the Labor Code 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 1 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 1 percent of the prime contractor's total bid or ten thousand dollars (\$10,000), whichever is greater.

When considering the public bidding requirements of Cal. Pub. Contract Code§ 4104, this would mean that Buhler Commercial would need to list any subcontracted work that exceeded \$87,500.00, and WE Lyons Construction, Inc. would need to list any subcontracted work that exceeds \$88,500.00 – this clearly did not happen.

**Basis of Protest (Cause)**

**Buhler Commercial & WE Lyons Construction, Inc. Failure to List Poured-in-Place Walking Track Subcontractor**

One of the critical components of the project’s site scope of work is the installation of the poured-in-place walking track. This work constitutes a specialty trade requiring demonstrated experience in the installation of the specified product, as well as current, product-specific certifications. In recognition of these requirements, DLF obtained pre-bid pricing from qualified installers who satisfy these criteria, including DLF’s listed installer, No Fault.

The cost of this scope of work is approximately \$240,000.00, which exceeds the applicable monetary threshold and therefore requires both contractors to identify the proposed installer. Pursuant to Keynote P2 of the Paving Legend, Ross Recreation is the specified material provider for this work. Any contractor electing to self-perform this scope must be a certified installer of the specified product at the time of bid submission.

PAVING LEGEND					
KEY	DESCRIPTION	COLOR	FINISH	MANUF. / SUPPLIER	DETAIL REFERENCE
P1	ASPHALT PAVING, W/ METAL HEADER.	BLACK			DETAIL E, SHEET L-8.1
P2	WALKING TRACK WITH POURED IN PLACE SURFACE AND CONCRETE HEADER.	SURFACE: ALMOND LINES: WHITE	N/A	ROSS REC	DETAIL C & D, SHEET L-8.1

Neither Buhler Commercial nor WE Lyons Construction, Inc. have ample experience installing this product nor were they certified by Ross Rec to do so when submitting their bid for the project. As such, the bids submitted by Buhler Commercial & We Lyons Construction Inc. are non-compliant with Cal. Pub. Contract Code§ 4104, due to not listing a subcontractor to perform work which exceeds ½ of 1% of their total base bid, and concurrently not maintaining the required installation certifications to self-perform this work.

**Buhler Commercial Failure to List Landscaping Contractor**

Buhler Commercial neglected to list a landscaping contractor, the cost to perform landscaping at this project is \$177,000.00. Buhler Commercial is not a company that performs or has experience of performing landscaping on this scale, and cannot meet the experience criteria as noted in the contract documents:

### 1.3 QUALITY ASSURANCE

#### A. Qualifications:

1. **Experience:** The landscape contractor or maintenance subcontractor shall have a full-time employee assigned to the job as foreman for the duration of the contract. He/she shall have a minimum of four (4) years' experience in landscape maintenance supervision.
2. **Labor Force:** The landscape maintenance labor force shall be thoroughly familiar with and trained in the work to be accomplished and shall perform the task in a competent, efficient manner acceptable to the Owner.

#### **Basis of Protest (Effect)**

Local and State public bidding requirements serve as the foundational framework for ensuring fairness, transparency, and equal treatment in the public procurement process. These requirements mandate that all bidders be afforded equal opportunity and be evaluated on a consistent and objective basis for the performance of the work as advertised by the awarding authority. Any waiver of bidding requirements that permits the consideration of incomplete or non-responsive bids would improperly introduce subjectivity into the competitive bidding process and undermine its integrity. City of Inglewood—Los Angeles County Civic Center Authority v. Superior Court, 7 Cal. 3d 861, 867 (1972).

Failure to enforce the County's bidding requirements uniformly and equally among all bidders would constitute arbitrary and capricious action and would provide legal grounds for setting aside any resulting award. Permitting Buhler Commercial or WE Lyons Construction, Inc. to engage in post-bid buyouts, revisions, or adjustments to their original bids to reduce costs or cure scope deficiencies would afford those bidders a material and unfair advantage not extended to other bidders who submitted complete and responsive bids.

Moreover, the waiver or modification of material bidding requirements after bid opening would confer a competitive advantage upon Buhler Commercial and WE Lyons Construction, Inc. over other bidders who fully complied with the solicitation requirements at the time of submission. Considering the material nature of these irregularities and the resulting competitive advantage obtained, such deficiencies are nonwaivable and must not be permitted.

#### **Conclusion**

Based on these findings, the bid submitted by both Buhler Commercial and WE Lyons Construction, Inc. are non-responsive due to the bid form not meeting the County bidding requirements or the obligations of the Ca. Public Contract Code. DLF respectfully requests that the County reject both bid's and award the project to DLF as the lowest responsive bidder.

If you have any questions or would like to discuss further, I can be contacted at [davet@dfalk.com](mailto:davet@dfalk.com) or 510-887-6500.



David T. Falk  
Vice President/Managing Partner



**NO FAULT SAFETY SURFACE PROPOSAL**

NO FAULT LLC

6750 Exchequer Dr. ♦ Baton Rouge, LA 70809  
 Toll Free: (866) 637-7678 ♦ Fax: 225-442-0007  
 766 S Gifford Ave ♦ San Bernardino, CA 92408  
 Toll Free: (909) 381-1014 ♦ Fax: (909) 383-2847



www.nofault.com

**CALIFORNIA LIC# 1052576 / DIR#: PW-LR-1000374347**

Project Name: Brookside Mental Health Rehabilitation Center Proposal Date: 12/17/25  
 Site Address: Address Expiration Date: 1/22/26  
 City: Richmond State: CA Zipcode: Zipcode Rep: House  
 Customer: D.L. Falk Construction, Inc. Phone / Fax: Phone Number  
 Attention: D.L. Falk Construction, Inc. Email: Email Address

**1. SCOPE OF WORK AND CONTRACT PRICE.**

PROJECT:	SITE LOCATION & SHIPPING ADDRESS:
NAME: Brookside Mental Health Rehabilitation Center	SITE: Brookside Mental Health Rehabilitation Center
CONTACT: D.L. Falk Construction, Inc.	SHIPPING: Address Richmond CA Zipcode
	SITE CONTACT: Site Contact PHONE: Site Contact Phone

SCOPE OF WORK: Install a total of **5,640** square feet of No Fault Safety Surface on **1** areas, as follows:

Cap Thickness on All Areas:	1/2 Inch								
Area Desc/Notes	Square Feet	Depth	CFH	Edge Detail	Colors / Graphics	Subbase	Binder Type:		
1	5640	1.75	4' CFH	Flush to edge	100% Color TBD	Stone	ALIPHATIC		
<b>TOTAL SF:</b>	<b>5640</b>	<b>Price/SF</b>	<b>\$41.75</b>			<b>SUBTOTAL</b>		<b>\$235,470.00</b>	
						<b>Freight</b>		<b>\$4,530.00</b>	
<b>Customer is responsible for security of surfacing after installation is complete.</b>							<b>Grand Total</b>		<b>\$240,000.00</b>

- NOTES:** Walking Track: 5,640 sqft at 1.75" depth - GC must confirm required thickness and square footage
- 100% Color with with aliphatic binder - aromatic binder available at a price decrease
- Union Wages - PLA Required
- Stone sub-base to be done by others
- Paint track striping to be done by others

**Qualifications & Notes:**

Yes	Prevailing/Union Wages with Cert. Payroll		County:	Contra Costa County
<input type="checkbox"/> No	Specifications Provided	<input type="text" value="1"/> # of Mats	<input type="checkbox"/> No	Graphics Required
<input type="checkbox"/> No	Plans/Photos Provided	<input type="text" value="N/A"/> Distance Between Mats	<input type="checkbox"/> No	Indoor / Courtyard
<input type="checkbox"/> No	Bond Copies Provided	<input type="text" value="1"/> # of Jobsites	<input type="checkbox"/> No	Rooftop / Basement
<input type="checkbox"/> 5	Warranty Term (Years)	<input type="text" value="N/A"/> Distance Between Sites	<input type="checkbox"/> 1	Floor #
<input type="checkbox"/> No			<input type="checkbox"/> No	Restricted Site Access
<input type="checkbox"/> 1			<input type="checkbox"/> 1	# of Mobilizations ***
<input type="checkbox"/> No			<input type="checkbox"/> No	Badging
<input type="checkbox"/> No			<input type="checkbox"/> No	Safety Courses

**ACCEPTANCE:** The undersigned, stated as "customer" (above), agrees and accepts the terms and conditions of this proposal and the installation agreement terms listed below. Upon acceptance of this agreement please fax to 225-442-0007 or email to Montana Kenzle. No Fault will then contact you to coordinate payment terms and an installation date.

\*\*\*Extraordinary costs such as material increases, remobilizations, storage fees, etc. are not included. No Fault will make every attempt to maintain the original cost; however, due to unprecedented changes in the marketplace, we will reevaluate costs at time of installation prior to shipment of materials and crew mobilization. All changes/change orders will be priced at the current market price.

<input type="text" value="D.L. Falk Construction, Inc."/>	<input type="text" value="Signature"/>
<input type="text" value="Installation Date"/>	<input type="text" value="Date"/>
<input type="text" value="Installation Deadline"/>	<input type="text" value="Review Date"/>

By signing the above proposal, acceptance of the No Fault Safety Surface Installation Agreement ("NFIA") terms and conditions, is legally made and entered into on the date subscribed to below, by NO FAULT LLC ("NF" or "No Fault") and D.L. Falk Construction, Inc. ("Contractor/Owner," collectively herein referred to as "Customer"), who and which ("Work" hereby agree that, in connection with the No Fault Safety Surface ("NFSS") installation located at Brookside Mental Health Rehabilitation Center or "Project"), they do hereby agree and confirm as follows:

Surface shall be installed per the applicable drawings and the Standard NFSS specifications. Customer agrees to provide NF with all plans and additional specifications at least fifteen (15) days prior to installation. This contract is contingent upon acceptance of NF standard submittals and does not include arranging or paying for the Field Test Requirements of ASTM F3313-19.

**NOTE: ALL COLORS WILL FADE.** While a normal amount of color fading can be expected on all colors, especially in outdoor use, accelerated color changes can occur on "special" colors, including but not limited to eggshell, purple, gray, green and blue. In addition, all colors may "Amber." Ambering is a temporary discoloration of the surface that may occur immediately after installation. It is caused by a chemical reaction that is created when the polyurethane binder comes in contact with the UV rays. The Ambering is only on the top "skin" of the Color Layer and has no effect on the quality or integrity of your surface. It is most evident in warmer climate projects, but will fade with normal use. This process can take weeks or even months.

**NOTE: NFSS surface temperature will vary with the ambient temperature.** Child care guidelines suggest that children should refrain from heat exposure. Consumer Product Safety Commission "CPSC" Guidelines suggest that a playground should be in a shaded location and that the Customer is responsible for providing warnings that equipment and surfacing exposed to intense sun can burn. NF assumes no liability regarding such exposure to surface temperature, as this should be monitored prior to use of surfacing. NF also assumes no liability for the expansion and contraction of the surfacing during freeze/thaw events.

**CONTRACT PRICE:** \_\_\_\_\_ DOLLARS ( \$239,970.00 )

The price is valid for forty-five (45) days from the date this Agreement is signed by Customer. If a deposit is required for the above mentioned project, payment must be received two weeks prior to mobilization date of materials and No Fault Crew and/or No Fault Certified (subcontracted) Installers arrival at the job site. Customer accepts that NF reserves the right to utilize No Fault Crews or No Fault Certified (subcontracted) Installers.

\*Customer/Owner authorizes and consents to the assignment of this Agreement to any affiliate entities or future entities created by way of merger or acquisition.\*

**Payment Terms:** To Be Determined Upon Credit Review **Prevailing Wage / Certified Payroll:** ARE included in this Contract Price.  
Contra Costa County

**2. PAYMENT TERMS.**

For Repair Kit orders OR in amounts of \$100 or less, payment in full is required at the time of the order. For all other orders, a fifty (50%) percent deposit is required, unless expressly waived by No Fault. (Orders from governmental entities are excluded from the deposit requirement.) A processing fee of 2.5% of the transaction amount will apply to all payments made by credit card (This is for all customers including governmental entities).

**3. SCHEDULE**

Temperatures MUST be at least 50 degrees Fahrenheit and rising for the installation and curing of the NFSS. NF requires written verification that the project is ready to receive the entire NFSS installation. Notice to proceed shall be given to NF at least fourteen (14) days in advance and any scheduled changes shall be given at least ten (10) days in advance. Because of the nature of the NFSS and a preference to avoid seams, the NFSS installation shall be done in one continuous phase, without interruptions. Therefore, NF requires the availability to work before and after normal working hours, including Saturdays, Sundays, and holidays. Completion time shall be the number of days agreed to by the parties, weather permitting, plus an additional 48 to 72 hours for curing. The cure period may take longer if environment is dry and/or cold. The NFSS should not be used until it has fully cured.

**4. ACCESS & EQUIPMENT**

Customer shall provide and arrange for full time, direct, and continuous access to the No Fault Safety Surface installation site, including hoisting or sufficient elevator service, if necessary. NF shall use heavy equipment (a fully loaded, one ton flatbed), which will require suitable access roads to the installation site entrance. NF requires a storage and staging area approximately 20' by 20' (minimum), which shall be located at the installation site and be accessible at all times. Customer must also provide, at no additional charge to NF, an on-site dump area or dumpster for waste and debris associated with the installation.

**5. DELAYS & REMOBILIZATIONS.**

Once the NF crew and/or No Fault Certified (sub-contracted) Installers have arrived on site, any delays shall result in delay charges and/or remobilization charges being levied as part of this Agreement. Any changes in schedule by Customer or their representatives that may necessitate storage of materials and will result in storage charges to be paid by Customer.

**6. LIQUIDATION DAMAGES & PENALTIES.**

If applicable to the Prime Contract between Contractor/Customer and Owner, NF acknowledges that Customer may suffer damages, should NF cause a delay. NF agrees that if NF is the sole cause of delay, then NF shall pay to Customer one half of one percent (.005%) of the total Contract Price per day, as liquidated damages. The liquidated damages provided herein shall be in lieu of all liability for extra costs, losses, expenses, claims, penalties, and other damages incurred by Customer, which are due to delay in NF's performance or in achieving completion of the Work within the timeframe agreed by the parties herein. In no event shall the total liquidated damages exceed the amount owed by Contractor to Owner or \$1,500, whichever is the lesser of the two.

**7. INDEMNIFICATION.**

To the fullest extent permitted by law, NF shall indemnify and hold harmless the Customer, Customer's representatives, agents and employees from all claims, losses, damage and expenses, including attorney's fees, arising out of or resulting from the performance of the work, provided that such claim, loss, damage or expense is caused by any negligent act or omission of the NF, anyone directly employed by NF or anyone whose acts or omissions NF may be liable for and attributes to bodily injury, sickness, disease, death or to injury to or destruction of tangible property, including any resulting loss of use. Notwithstanding anything contained herein to the contrary, NF's liability for any indemnification herein where NF is found to be only partially at fault, same shall be limited to the percentage of fault so determined by a court of competent jurisdiction, final mediation settlement or final arbitration award that apportions fault or damages. Further, Customer agrees to hold harmless, defend and indemnify NF from any claim, suit or cause of action for personal injury, death or property damage where any allegation of negligence, fault or strict liability is made against NF or Customer by anyone who is allegedly injured after the NFSS is installed.

**8. TERMINATION OR CANCELLATION FOR CONVENIENCE.**

If this Agreement is terminated or cancelled by the Customer for convenience, Customer shall immediately notify NF of cancellation in writing at 6750 Exchequer Dr. Baton Rouge, LA 70809, or via email to the Director of Operations. All cancellations are subject to, 1) Cancellation Fee; 2) a Restocking Fee; and 3) reimbursement to NF for all costs incurred to the date of cancellation/termination. Furthermore, all cancellations within two (2) weeks of the scheduled installation date will result in forfeiture of the total deposit amount, in addition to the Cancellation Fee, Restocking Fee, and applicable costs reimbursement.

**9. PERMITS & LICENSES.**

Other than those permitting NF to work in the referenced State, Customer shall be responsible for obtaining all necessary construction and/or governmental permits and licenses required for the installation of the NFSS, along with any applicable state or local taxes. If for any reason NF is required to obtain these permits and/or licenses, they shall be obtained and paid for by Customer. Further, Customer will notify NF of any safety training and obtain any special badging required for NF installers. Requests for background checks should be requested at the time of quotation.

**10. VARIATIONS AND CHANGES ORDERS.**

The Contract Price is subject to change should there be variations in the square footage, depth, colors and/or graphics of the project. Upon notification that one or more of these factors has changed, NF will issue Customer a written Change Order for Customer's acceptance and signature. If a dispute arises and cannot be resolved NF reserves the right to suspend work until an agreement can be reached. Suspension of work by NF does not constitute a default of this Agreement. NF will, however, continue work on the original scope of work, if possible, until all disputes are resolved. The suspension of Work under this provision shall not trigger the Liquidated Damages or any Penalties provided for in Provision 6 herein.

**11. UNKNOWN/UNEXPECTED CONDITIONS AND FORCE MAJEURE.**

Customer agrees that if NF encounters unknown or unexpected conditions that could not have been reasonably anticipated by NF in preparing its proposal or the Contract Price, such that the scope of NF's work is expanded beyond that which is contained in the Contract Price, the Customer agrees to an equitable adjustment to the contract price to compensate NF for its additional labor, materials, overhead and profit margin. The unknown or unexpected condition shall include, but not be limited to: 1) abnormal and unexpected surface conditions; 2) physical or site conditions that were not visible to NF; 3) physical or site conditions that were not disclosed by Customer and were not included in the plans and specifications; or 4) other factors beyond the control of the parties. If the Customer and NF cannot agree upon an equitable adjustment of the Contract Price, then Section 20 below, Dispute Resolution, will govern this dispute.

NF shall not be liable to the Customer for any delay, loss of efficiency, interruption, disruption, loss of productivity or the like (herein "delay") as a result of or arising from: (1) fire, weather, flood, wind, lightning, storm, earthquake, rain, acts of God or other catastrophic event; (2) any act, neglect or fault of the Contractor, Owner, Architect, Engineer, or any of their representative, agents, employees, independent contractors or Subcontractors; (3) any delay in transportation or availability of any materials involved in the Project; (4) any labor disputes, strikes, riots, or other labor issues; (5) any act of terrorism or threats of terrorism; or (6) any other causes beyond the NF's or Customer's control.

and/or No Fault Certified (sub-contracted) Installers. Base shall be installed per NF applicable Base Requirements and shall be clean and free of debris. Although NF shall advise Customer if it sees a deficiency in work-by-others obvious by visual inspection, NF accepts no responsibility for work-by-others. It is Customer's responsibility to ensure the accuracy of work done by others, and Customer agrees to release NF from any and all responsibility, including, but not limited to, the repair of any defects that are the result of said work done by others. NF does not accept responsibility for site work, grading or stone work (of any kind), including slope, completed by others. It is the responsibility of the Customer to approve the stone base, grading and slope prior to the start of NF's scope of work. Customer accepts and acknowledges that improper base work can have a direct negative impact on the integrity, final grade and slope of the surface and relieves NF of any liability or responsibility related to such issues.

**12. INSURANCE & LIMITATIONS OF DAMAGES.**

NF maintains the following insurance coverages:

1. Workers' Compensation & Employer's Liability (\$1,000,000);
2. General Liability & General Aggregate (\$1,000,000); and
3. General Umbrella Coverage (\$5,000,000).

Upon request, NF shall furnish a Certificate of Insurance to Customer. If additional insurance is required, either by type/duration and/or amount, then NF shall be entitled to an increase in the Contract Price to reflect the increased premium charged for all additional coverages. Customer agrees to maintain Workers' Compensation & Employers Liability insurance to protect the employees & agents of Customer for any claim, suit, or cause of action brought by the employees or agents of Customer for personal injury, death or property damage relating to the Scope of Work herein and this Contract Agreement. After the installation is complete and the surface is ready for use, Customer agrees to furnish & maintain liability insurance coverage of not less than \$1,000,000 for any claim, suit or cause of action for personal injury, death or property damage that may name NF as an additional insured.

**13. WARRANTY PROVISIONS.**

This Agreement includes the Standard No Fault Safety Surface product warranty (a sample can be provided upon request). The actual signed warranty and maintenance guidelines will be executed following final payment to NF. Please note that all payments must be received per the agreed terms herein. Failure to make payment per the terms and conditions of this Agreement, will automatically void the warranty. NF expressly represents and warrants that it holds special knowledge, training and experience in such work, and that NF shall provide everything required or necessary to complete the Work contemplated by this Agreement to industry standards.

**14. SECURITY.**

Customer shall provide and arrange for security against pedestrian traffic, vandalism, and damage from other trades. NF is responsible for security only while the NF crew and/or No Fault Certified (sub-contracted) Installers are on the job site during the No Fault Surface installation procedure. Customer is responsible for security and protection of materials and completed work during crew's/installer's off hours and during the curing period, upon completion of the installation (min. of 48-72 hours). Any damage to the surface during the curing period will be repaired at the Customer's expense.

**15. BONDS.**

Performance, materials, maintenance and payment bonds are not included in this contract price.

**16. SURFACE LAYOUT/DESIGN.**

Customer shall provide and arrange for the all layouts. NF gives no opinion or advice concerning fall height requirements or minimum use zones. NF is not the designer of this Project and Customer is not relying on NF for design services or design expertise. NF provides no drawings of any kind. In those instances where fall height requirements or minimum use zones may be an issue, NF will act only on the Customer's direction. In every instance pertaining to layout and design, Customer assumes full responsibility for and agrees to hold harmless, defend, and indemnify NF from all claims, suits, or causes of action. NF submits that this and all projects will be installed per applicable industry standards.

**17. BASE REQUIREMENTS.**

Unless otherwise specified, in writing, between the parties, Customer shall provide and arrange all base work and drainage, including layout, grade, slope, and planarity. Customer agrees to complete all base work and equipment installation prior to scheduled arrival of the NF crews

**18. COLD JOINTS.**

No Fault Surface may have "cold joints," if one or more of the following conditions apply:

- a) size greater than 2,000 sq. feet;
- b) installation interrupted by unfavorable weather, e.g. precipitation
- c) installation which involves an "adjacent pour" due to color change
- d) installation interruption by factors beyond NF's control; and
- e) excessive and/or finely detailed graphics.

**19. MAINTENANCE OBLIGATIONS.**

Customer acknowledges its responsibility for routine inspection and maintenance of the NFSS once the installation is complete and in accordance with the most current NFSS Maintenance Guidelines, which have been provided by NF to Customer. Customer is responsible for the surface once NF's crew and/or No Fault Certified (sub-contracted) Installers depart from the location. Customer acknowledges that improper maintenance may void the warranty.

**20. DISPUTE RESOLUTION.**

NF and Customer agree that each will, in good faith, attempt to resolve any disputes that arise during or after the performance of this Agreement. If any dispute arises that cannot be amicably resolved by mutual agreement of the Parties, then both NF and Customer agree that the dispute may be resolved by mediation or binding arbitration, in accordance with the Rules of the American Arbitration Association and at a forum convenient to both Parties, or as set by the American Arbitration Association. The election to mediate or arbitrate is waived if Contract Price is under \$2,000.00. This Agreement shall be interpreted under the laws of the State of Louisiana and any enforcement action may be brought in the State of Louisiana.

**21. ENTIRE AGREEMENT.**

This Agreement, any Change Orders, the NFSS Maintenance Guidelines, and if applicable, the Customer's Release and Responsibility Form, constitute the full and complete agreement between the parties herein. No other representations, understandings, or agreements have been made, or relied upon, other than those set forth herein. The rights and obligations contained herein may be modified, in writing, by the agreement of both parties, and are for the benefit of and are enforceable by the parties, their heirs, personal representatives, successors and assigns. THIS AGREEMENT AND ALL ASSOCIATED CHANGE ORDERS SUPERSEDE ALL OTHER CONTRACTS, AGREEMENTS AND/OR DOCUMENTS ASSOCIATED WITH THIS PROJECT.

**22. JOB COMPLETION AND SATISFACTION.**

Upon completion, Customer or Customer's appointed representative, must be available at the jobsite to inspect the surface installation and confirm that it has been installed to their satisfaction. A form will be provided by the NF installation crew foreman and/or No Fault Certified (sub-contracted) Installers, or Customer's appointed Representative immediately following completion to be signed.

**23. SEVERABILITY.**

If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect, and shall in no way be affected, impaired, or invalidated.

<p>NO FAULT LLC</p> <p>BY: _____</p> <p>PRINTED NAME: <u>Michele Munson</u></p> <p>TITLE: <u>General Manager</u></p> <p>DATE: _____</p>	<p>D.L. Falk Construction, Inc.</p> <p>BY: _____</p> <p>PRINTED NAME: <u>D.L. Falk Construction, Inc.</u></p> <p>TITLE: _____</p> <p>DATE: _____</p>
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