

CENTER JOINT UNIFIED SCHOOL DISTRICT

www.centerusd.k12.ca.us

Local Control Accountability Plan Goals:

1. CJUSD Students will be challenged and supported to achieve academic success in a clean, safe environment through Multi-Tiered Systems of Support (MTSS)
2. CJUSD students will be College and Career ready through Multi-Tiered Systems of Support (MTSS) Actions/Services
3. CJUSD students and families will be engaged and informed regarding the educational process and opportunities through Multi-Tiered Systems of Support (MTSS)

BOARD OF TRUSTEES SPECIAL MEETING

**LOCATION: District Office - Superintendent's Office
8408 Watt Avenue, Antelope, CA 95843**

DATE/TIME: Monday, October 22, 2018 @ 5:00 p.m.

Teleconference: Trustee Kelly Kelley will be participating from 3608 Sun Maiden Way, Antelope, California 95843

AGENDA

I. **CALL TO ORDER & ROLL CALL - 5:00 p.m.**

II. **FLAG SALUTE**

III. **ADOPTION OF AGENDA**

Action

IV. **COMMENTS FROM THE AUDIENCE REGARDING ITEMS ON THE AGENDA**

Public
Comments

V. **BUSINESS ITEMS**

Facilities & Op.

A. **Resolution #11/2018-19: Resolution of Emergency Declaration for Approval of Contract Award Without Competitive Bidding**

Action

This resolution grants authorization of the Superintendent and/or his designee to take all necessary action to immediately contract for replacement of the gym floor at Wilson C. Riles Middle School without competitive bidding.

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B. **Agreement between Center Joint Unified School District and Boberg Hardwood Floors**

Action

This agreement is for the replacement of the gymnasium floor at Wilson C. Riles Middle School.

Note: If you need a disability-related modification or accommodation, including auxiliary aids or services, to participate in the public meeting, please contact the Superintendent's Office at (916) 338-6409 at least 48 hours before the scheduled Board meeting. [Government Code §54954.2] [Americans with Disabilities Act of 1990, §202.]

NOTICE: The agenda packet and supporting materials, including materials distributed less than 72 hours prior to the scheduled meeting, can be viewed at Center Joint Unified School District, Superintendent's Office, located at 8408 Watt Avenue, Antelope, CA. For more information please call 916-338-6409.

VI. ADVANCE PLANNING

Info

a. Future Meeting Dates:

- i. Regular Meeting: Wednesday, November 14, 2018 @ 6:00 p.m. - District Board Room - Room 503, located at Riles Middle School, 4747 PFE Road, Roseville, CA 95747*

b. Suggested Agenda Items:

VII. ADJOURNMENT

Action

**BEFORE THE GOVERNING BOARD OF THE
CENTER JOINT UNIFIED SCHOOL DISTRICT**

Resolution No. 11/2018-2019

**RESOLUTION OF EMERGENCY DECLARATION
FOR APPROVAL OF CONTRACT AWARD
WITHOUT COMPETITIVE BIDDING**

WHEREAS, the Center Joint Unified School District ("District") has a need to immediately repair a flood damaged gymnasium floor located on the Wilson C. Riles Middle School campus ("Flood Damage") located at 4747 PFE Road, Roseville, California (the "Project"); and

WHEREAS, on or about September 17, 2018, District discovered that a water leak caused by vandalism flooded certain portions of the gymnasium floor; and

WHEREAS, because of the damaged condition of the floor, if it is not immediately remediated and repaired, mold could develop and the damage could spread to other attached structures such that it poses an eminent danger to the health and safety of anyone on campus and could damage other structures on campus; and

WHEREAS, the District requested an estimate from several contractors on or about September 28, 2018, to determine the cost of repairing the Flood Damage. The quotes were all in excess of the public bidding requirements of Public Contract Code section 20111; and

WHEREAS, awarding of an expedited contract for the Project at this time is necessary in order to complete the Project in a timely manner so that the Flood Damage can be fully repaired and protected from suffering further physical and structural degradation and so that the threat to the health and safety of those on campus can be eliminated; and

WHEREAS, Public Contract Code section 20113 allows public agencies to award contracts for public works construction projects without compliance with the public bidding requirements of Public Contract Code section 20111, in cases of emergency, and to permit the continuance of existing school classes; and

WHEREAS, California Public Contract Code section 20113 provides in part:

(a) In an emergency when any repairs, alterations, work or improvement is necessary to any facility of public schools to permit the continuance of existing school classes, or to avoid danger to life or property, the board may, by unanimous vote, with the approval of the county superintendent of schools, do either of the following:

(1) Make a contract in writing or otherwise on behalf of the district for the performance of labor and furnishing of materials or supplies for the purpose without advertising for or inviting bids.

WHEREAS, award of the contract through the competitive bid process of Public Contract Code section 20111 would cause substantial delay to completion of the Project and result in further damage to the structure, the disruption of existing classes and poses a threat to the health and safety of those on the campus.

NOW THEREFORE, BE IT RESOLVED,

1. That the above recitals are true and correct.
2. That the Governing Board, pursuant to California Public Contract Code section 20113, unanimously finds that award of the Flood Damage repair work contract through the competitive bid process would cause unnecessary and prejudicial delay to completion of the Project, and result in further damage to the Floors, the campus and the health and safety of those on the campus.
3. That the Governing Board hereby authorizes the Superintendent and/or his designee to take all necessary action to immediately contract for the necessary repair work to be completed in a timely manner.

PASSED AND ADOPTED by the following vote:

AYES:

NOES:

ABSENT:

I, Scott Loehr, Secretary to the Governing Board, do hereby certify that the foregoing is a true and correct copy of a resolution adopted by the Board at the regular meeting of October 22, 2018:

Secretary to the Board

Dated: _____, 2018

APPROVED BY:

Sacramento County Superintendent of Schools

Dated: _____, 2018

AGREEMENT FORM

THIS AGREEMENT ("Agreement" or "Contract"), entered into this 24th day of October, 2018 in the County of Sacramento of the State of California, by and between the Center Joint Unified School District, hereinafter called the "Owner" or the "District", and Boberg Hardwood Floors, hereinafter called the "Contractor".

WITNESSETH that the Owner and the Contractor for the consideration stated herein agree as follows:

ARTICLE 1 - SCOPE OF WORK: See specific scope of work in Attachment B. The Contractor shall furnish all labor, materials, equipment, tools, and utility and transportation services, and perform and complete all work required in connection with the Wilson C. Riles Gym Floor Replacement ("Project") in strict accordance with the Contract Documents enumerated in Article 9 below. The Contractor shall be liable to the District for any damages arising as a result of a failure to comply with that obligation, and the Contractor shall not be excused with respect to any failure to so comply by an act or omission of the Architect, Engineer, Inspector, Division of the State Architect (DSA), or representative of any of them, unless such act or omission actually prevents the Contractor from fully complying with the Contract Documents and the Contractor protests, in accordance with the Contract Documents, that the act or omission is preventing the Contractor from fully complying with the Contract Documents. Such protest shall not be effective unless reduced to writing and filed with the District office within seven (7) days of the date of occurrence of such act or omission preventing the Contractor from fully complying with the Contract Documents.

ARTICLE 2 - TIME OF COMPLETION: The Owner may give notice to proceed within ninety (90) days of the award of the bid by the Owner. Once the Contractor has received a notice to proceed, the Contractor shall reach Final Completion of the Project within SEVENTY-FIVE (75) calendar days from receipt of the Notice to Proceed. This shall be called Contract Time. It is expressly understood that time is of the essence.

Contractor has thoroughly studied the Project and has satisfied itself that the time period for this Project is adequate for the timely and proper completion of the Project within the Contract time.

In the event that the Owner desires to postpone giving the notice to proceed beyond this ninety (90) day period, it is expressly understood that with reasonable notice to the Contractor, giving the notice to proceed may be postponed by the Owner. It is further expressly understood by the Contractor, that the Contractor shall not be entitled to any claim of additional compensation as a result of the Owner's postponement of giving the notice to proceed.

If the Contractor believes that a postponement will cause hardship to it, the Contractor may terminate the Contract with written notice to the Owner within ten (10) days after receipt by the Contractor of the Owner's notice of postponement. It is further understood by the Contractor that in the event that the Contractor terminates the Contract as a result of postponement by the Owner, the Owner shall only be obligated to pay the Contractor for the work performed by the Contractor at the time of notification of postponement. Should the Contractor terminate the Contract as a result of a notice of postponement, the District shall have the authority to award the Contract to the next lowest responsible bidder.

ARTICLE 3 - LIQUIDATED DAMAGES: It being impracticable and infeasible to determine the amount of actual damage, it is agreed that the Contractor will pay the Owner the sum of ZERO DOLLARS (\$0) per calendar day for each and every day of delay beyond the Contract Time set forth in Article 2 of this Agreement as liquidated damages and not as a penalty or forfeiture. In the event Liquidated Damages are not paid, the Contractor further agrees that the Owner may deduct such amount thereof from any money due or that may become due the Contractor under the Contract. This Article shall not be construed as preventing the Owner from the recovery of damages (actual or other) under the Contract Documents.

ARTICLE 4 - CONTRACT PRICE:

4.1 **Contract Price.** The Owner shall pay to the Contractor as full consideration for the faithful performance of the Contract, subject to any additions or deductions as provided in the Contract Documents, the sum of ONE HUNDRED NINETY-FOUR THOUSAND, TWO HUNDRED THIRTY DOLLARS (\$194,230.00), said sum being the total amount stipulated in the Bid Contractor submitted. Payment shall be made as set forth herein.

Should any Change Order result in an increase in the Contract Price, the cost of such Change Order shall be agreed to in advance by the Contractor and the Owner, subject to the monetary limitations set forth in Public Contract Code Section 20118.4. In the event that the Contractor proceeds with a Change in work without an agreement between the Owner and Contractor regarding the cost of a Change Order, the Contractor waives any Claim of additional compensation for such additional work.

4.2 **Warranty of Title.** The Contractor warrants title to all work. The Contractor further warrants that all work is free and clear of liens, claims, security interests, or encumbrances in favor of the Contractor, Subcontractors, material and

equipment suppliers, or other persons or entities making a claim by reason of having provided labor, materials, and equipment relating to the Project. If a lien or stop notice of any nature should at any time be filed against the Project or any Owner's property, by any entity which has supplied material or services at the request of the Contractor, Contractor shall promptly, on demand by Owner and at Contractor's and own expense, take any and all action necessary to cause any such lien or stop notice to be released or discharged immediately. If the Contractor fails to furnish to the Owner within five (5) calendar days after demand by the Owner, satisfactory evidence that a lien or stop notice has been so released, discharged, or secured, then Owner may discharge such indebtedness and deduct the amount required, together with any and all losses, costs, damages, and attorney's fees and expense incurred or suffered by Owner from any sum payable to Contractor under the Contract.

4.3 Payment Applications. On or before the fifth (5th) day of each calendar month during the progress of the work, Contractor shall submit to the Architect (or District if there is no Architect), an itemized application for payment for all work completed. Such application shall be notarized, if required, and supported by the information and documents as Architect or District requires. All payment applications shall be on forms approved by the District or Architect.

4.4 Reasons to Withhold Payment. The Owner may withhold payment, in whole, or in part, to such extent as may be necessary to protect the Owner from loss because of, but not limited to:

- (a) Defective work not remedied;
- (b) Stop notices served upon the Owner;
- (c) Liquidated damages assessed against the Contractor;
- (d) Damage to the Owner or other contractor;
- (e) Unsatisfactory prosecution of the work by the Contractor;
- (f) Failure of the Contractor to prosecute the work in a timely manner.
- (g) Failure to properly pay prevailing wages as defined in Labor Code section 1720, et seq.;
- (h) Failure to properly maintain or clean up the site;
- (i) Payments to indemnify, defend, or hold harmless the Owner; or
- (j) Failure to pay Subcontractors or suppliers.

4.5 Nonconforming Work. If Contractor defaults or neglects to carry out the work required to complete the Project or fails to perform any provision hereof, Owner may, after 48 hours' written notice to the Contractor and without prejudice to any other remedy make good such deficiencies. The Owner shall adjust the total Contract price by reducing the amount thereof by the cost of making good such deficiencies. If Owner deems it inexpedient to correct work which is damaged, defective, or not done in accordance with Contract provisions, an equitable reduction in the Contract price (of at least 150% of the estimated reasonable value of the nonconforming work) shall be made.

ARTICLE 5 - HOLD HARMLESS/ INDEMNITY: Contractor shall defend, indemnify and hold harmless Owner, Architect, Inspector, the State of California and their officers, employees, agents and independent contractors from all liabilities, claims, actions, liens, judgments, demands, damages, losses, costs or expenses of any kind arising from death, personal injury, property damage or other cause based or asserted upon any act, omission, or breach connected with or arising from the progress of work or performance of service under this Agreement or the Contract Documents. As part of this indemnity, Contractor shall protect and defend, at its own expense, Owner, Architect, Construction Manager, Inspector, the State of California and their officers, employees, agents and independent contractors from any legal action including attorney's fees or other proceeding based upon such act, omission, breach or as otherwise required by this Article.

Furthermore, Contractor agrees to and does hereby defend, indemnify and hold harmless Owner, Architect, Construction Manager, Inspector, the State of California and their officers, employees, agents and independent contractors from every claim or demand made, and every liability, loss, damage, expense or attorney's fees of any nature whatsoever, which may be incurred by reason of:

- (a) Liability for (1) death or bodily injury to persons; (2) damage or injury to, loss (including theft), or loss of use of, any property; (3) any failure or alleged failure to comply with any provision of law or the Contract Documents; or (4) any other loss, damage or expense, sustained by any person, firm or corporation or in connection with the work called for in this Agreement or the Contract Documents, except for liability resulting from the sole or active negligence, or the willful misconduct of the Owner.
- (b) Any bodily injury to or death of persons or damage to property caused by any act, omission or breach of Contractor or any person, firm or corporation employed by Contractor, either directly or by independent contract, including all damages or injury to or death of persons, loss (including theft) or loss of use of any property, sustained by any person, firm or corporation, including the Owner, arising out of or in any way connected with work covered by this Agreement or the Contract Documents, whether said injury or damage occurs either on or off Owner property, but not for any loss, injury, death or damages caused by the sole or active negligence or willful misconduct of the Owner.

(c) Any dispute between Contractor and Contractor's subcontractors/supplies/ Sureties, including, but not limited to, any failure or alleged failure of the Contractor (or any person hired or employed directly or indirectly by the Contractor) to pay any Subcontractor or Materialman of any tier or any other person employed in connection with the work and/or filing of any stop notice or mechanic's lien claims.

Contractor, at its own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings that may be brought or instituted against the Owner, its officers, agents or employees, on account of or founded upon any cause, damage, or injury identified herein Article 5 and shall pay or satisfy any judgment that may be rendered against the Owner, its officers, agents or employees in any action, suit or other proceedings as a result thereof.

The Contractor's and Subcontractors' obligation to defend, indemnify and hold harmless the Owner, Architect, Inspector, the State of California and their officers, employees, agents and independent contractors hereunder shall include, without limitation, any and all claims, damages, and costs for the following: (1) any damages or injury to or death of any person, and damage or injury to, loss (including theft), or loss of use of, any property; (2) breach of any warranty, express or implied; (3) failure of the Contractor or Subcontractors to comply with any applicable governmental law, rule, regulation, or other requirement; (4) products installed in or used in connection with the Project; and (5) any claims of violation of the Americans with Disabilities Act ("ADA").

ARTICLE 6 - INSURANCE & BONDS:

6.1 Insurance Requirements. Before the commencement of the work, the Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in California with a financial rating of at least an A-VIII status as rated in the most recent edition of Best's Insurance Reports or as amended by the Supplementary General Conditions, such insurance as will protect the Owner from claims set forth below, which may arise out of or result from the Contractor's work under the Contract and for which the Contractor may be legally liable, whether such work are by the Contractor, by a Subcontractor, by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. Any required insurance shall not contain any exclusion that applies to the type of work performed by the Contractor under the Contract Documents.

- (a) Claims for damages because of bodily injury, sickness, disease, or death of any person Owner would require indemnification and coverage for employee claim;
- (b) Claims for damages insured by usual personal injury liability coverage, which are sustained by a person as a result of an offense directly or indirectly related to employment of such person by the Contractor or by another person;
- (c) Claims for damages because of injury or destruction of tangible property, including loss of use resulting therefrom, arising from operations under the Contract Documents;
- (d) Claims for damages because of bodily injury, death of a person, or property damage arising out of the ownership, maintenance, or use of a motor vehicle, all mobile equipment, and vehicles moving under their own power and engaged in the work;
- (e) Claims involving contractual liability applicable to the Contractor's obligations under the Contract Documents, including liability assumed by and the indemnity and defense obligations of the Contractor and the Subcontractors; and
- (f) Claims involving Completed Operations, Independent Contractors' coverage, and Broad Form property damage, without any exclusions for collapse, explosion, demolition, underground coverage, and excavating. (XCU)
- (g) Claims involving sudden or accidental discharge of contaminants or pollutants.

6.2 Specific Insurance Requirements. Contractor shall take out and maintain and shall require all Subcontractors, if any, whether primary or secondary, to take out and maintain:

Comprehensive General Liability Insurance with a combined single limit per occurrence of not less than \$1,000,000.00 or Commercial General Liability Insurance which provides limits of not less than:

(a) Per occurrence (combined single limit)	\$1,000,000.00
(b) Project Specific Aggregate (for this Project only)	\$1,000,000.00
(c) Products and Completed Operations (aggregate)	\$1,000,000.00
(d) Personal and Advertising Injury Limit	\$1,000,000.00

Insurance Covering Special Hazards. The following Special hazards shall be covered by riders or riders to above mentioned public liability insurance or property damage insurance policy or policies of insurance, in amounts as follows:

(a) Automotive and truck where operated in amounts	\$1,000,000.00
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(b)	Material Hoist where used in amounts	\$1,000,000.00
(c)	Explosion, Collapse and Underground (XCU coverage)	\$1,000,000.00
(d)	Hazardous Materials	\$1,000,000.00

In addition, provide Excess Liability Insurance coverage in the amount of Two Million Dollars (\$2,000,000.00).

6.3 Subcontractor Insurance Requirements. The Contractor shall require its Subcontractors to take out and maintain public liability insurance and property damage insurance required under this Article in like amounts. A "claims made" or modified "occurrence" policy shall not satisfy the requirements of this Article without prior written approval of the Owner.

6.4 Additional Insured Endorsement Requirements. The Contractor shall name, on any policy of insurance required under Articles 6.1 and 6.2 above, the Owner, CM, Architect, Inspector, the State of California, their officers, employees, agents, volunteers and independent contractors as additional insureds. Subcontractors shall name the Contractor, the Owner, Architect, Inspector, the State of California, their officers, employees, agents, volunteers and independent contractors as additional insureds. The Additional Insured Endorsement included on all such insurance policies shall be an ISO CG 20 10 (04/13), or an ISO CG 20 38 (04/13), or their equivalent as determined by the Owner in its sole discretion, and must state that coverage is afforded the additional insured with respect to claims arising out of operations performed by or on behalf of the insured. If the additional insureds have other insurance which is applicable to the loss, such other insurance shall be on an excess or contingent basis. The insurance provided by the Contractor pursuant to 11.1 must be designated in the policy as primary to any insurance obtained by the Owner. The amount of the insurer's liability shall not be reduced by the existence of such other insurance.

6.5 Workers' Compensation Insurance. During the term of this Contract, the Contractor shall provide workers' compensation and employer's liability insurance for all of the Contractor's employees engaged in work under this Contract on or at the Site of the Project and, in case any of the Contractor's work is subcontracted, the Contractor shall require the Subcontractor to provide workers' compensation insurance for all the Subcontractor's employees engaged in work under the subcontract. Any class of employee or employees not covered by a Subcontractor's insurance shall be covered by the Contractor's insurance. In case any class of employees engaged in work under this Contract on or at the Site of the Project is not protected under the Workers' Compensation laws, the Contractor shall provide or cause a Subcontractor to provide insurance coverage for the protection of those employees not otherwise protected. The Contractor shall file with the Owner certificates of insurance. Workers' compensation limits as required by the Labor Code, but not less than \$1,000,000 and employers' liability limits of \$1,000,000 per accident for bodily injury or disease.

6.6 Automobile Liability. The Owner, Architect and Construction Manager, Inspectors, their directors, officers, employees, agents and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Contractor or for which the Contractor is responsible. Such insurance coverage shall be primary and non-contributory insurance as respects the Owner, Architect, Construction Manager, Project Inspector, their directors, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the Owner, Architect, Construction Manager, Project Inspector, their directors, officers, employees, agents and volunteers shall be excess of the Contractor's insurance and shall not be called upon to contribute with it. The insurer shall agree to waive all rights of subrogation against the Owner, Architect, Construction Manager, Project Inspector, their directors, officers, employees, agents and volunteers for losses paid under the terms of the insurance policy that arise from work performed by the Contractor. Insurance Services Office Business Auto Coverage Form Number CA 0001, Code 1 (any auto) is required. Comprehensive Automobile Liability insurance to include all autos, owned, non-owned, and hired, with limits of \$1,000,000 per accident for bodily injury and property damage

6.7 Other Insurance. The Contractor shall provide all other insurance required to be maintained under applicable laws, ordinances, rules, and regulations.

6.8 Proof of Insurance. The Contractor shall not commence work nor shall it allow any Subcontractor to commence work under this Contract until all required insurance and certificates have been obtained and delivered in duplicate to the Owner for approval subject to the following requirements:

(a) Certificates and insurance policies shall include the following clause:

"This policy and any coverage shall not be suspended, voided, non-renewed, canceled, or reduced in required limits of liability or amounts of insurance or coverage until notice has been mailed via certified mail to the Owner. Date of cancellation or reduction may not be less than thirty (30) days after the date of mailing notice."

(b) Certificates of insurance shall state in particular those insured, the extent of insurance, location and operation to which the insurance applies, the expiration date, and cancellation and reduction notices.

(c) Certificates of insurance shall clearly state that the Owner and the Architect are named as additional insureds under the policy described and that such insurance policy shall be primary to any insurance or self-insurance maintained by Owner.

(d) The Contractor and its Subcontractors shall produce a certified copy of any insurance policy required under this Section upon written request of the Owner.

6.9 **Compliance.** In the event of the failure of Contractor to furnish and maintain any insurance required by this Article, the Contractor shall be in default under the Contract. Compliance by Contractor with the requirement to carry insurance and furnish certificates or policies evidencing the same shall not relieve the Contractor from liability assumed under any provision of the Contract Documents, including, without limitation, the obligation to defend and indemnify the Owner and the Architect.

6.10 **Waiver of Subrogation.** Contractor waives (to the extent permitted by law) any right to recover against the Owner for damages to the work, any part thereof, or any and all claims arising by reason of any of the foregoing, but only to the extent that such damages and/or claims are covered by property insurance and only to the extent of such coverage (which shall exclude deductible amounts) by insurance actually carried by the Owner. The provisions of this section are intended to restrict each party to recovery against insurance carriers only to the extent of such coverage and waive fully and for the benefit of each, any rights and/or claims which might give rise to a right of subrogation in any insurance carrier. The Owner and the Contractor shall each obtain in all policies of insurance carried by either of them, a waiver by the insurance companies thereunder of all rights of recovery by way of subrogation for any damages or claims covered by the insurance.

6.11 **Performance and Payment Bond Requirements.** Prior to commencing any portion of the work, the Contractor shall furnish separate payment and performance bonds for its portion of the work which shall cover 100% faithful performance of and payment of all obligations arising under the Contract Documents and/or guaranteeing the payment in full of all claims for labor performed and materials supplied for the work. All bonds shall be provided by a corporate surety authorized and admitted to transact business in California as sureties. To the extent, if any, that the Contract Price is increased in accordance with the Contract Documents, the Contractor shall, upon request of the Owner, cause the amount of the bonds to be increased accordingly and shall promptly deliver satisfactory evidence of such increase to the Owner. To the extent available, the bonds shall further provide that no change or alteration of the Contract Documents (including, without limitation, an increase in the Contract Price, as referred to above), extensions of time, or modifications of the time, terms, or conditions of payment to the Contractor will release the surety. If the Contractor fails to furnish the required bonds, the Owner may terminate the Contract for cause. Only bonds executed by admitted Surety insurers as defined in Code of Civil Procedure § 995.120 shall be accepted. Surety must be a California-admitted surety and listed by the U.S. Treasury with a bonding capacity in excess of the Project cost. If a California-admitted surety insurer issuing bonds does not meet these requirements, the insurer will be considered qualified if it is in conformance with § 995.660 of the California Code of Civil Procedure and proof of such is provided to the Owner.

ARTICLE 7 - PROVISIONS REQUIRED BY LAW: Each and every provision of law and clause required to be inserted in this Contract shall be deemed to be inserted herein, and this Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not inserted correctly, then upon application of either party the Contract shall forthwith be physically amended to make such insertion or correction.

ARTICLE 8 - COMPONENT PARTS OF THE CONTRACT: The Contract entered into by this Agreement consists of the following Contract Documents, all of which are component parts of the Contract as if herein set out in full or attached hereto:

- Non-Collusion Declaration
- Contractor's Certificate Regarding Worker's Compensation
- Agreement Form
- Payment Bond
- Performance Bond
- Guarantee
- Workers' Compensation/Employers Liability Endorsement
- General Liability Endorsement
- Automobile Liability Endorsement
- Supplementary and Special Conditions (if any)

All of the above named Contract Documents are intended to be complementary. Work required by one of the above named Contract Documents and not by others shall be done as if required by all.

ARTICLE 9 - PREVAILING WAGES: Wage rates for this Project shall be in accordance with the general prevailing rate of holiday and overtime work in the locality in which the work is to be performed for each craft, classification, or type of work needed to execute the Contract as determined by the Director of the Department of Industrial Relations. Copies of

schedules of rates so determined by the Director of the Department of Industrial Relations are on file at the administrative office of the Owner and are also available from the Director of the Department of Industrial Relations.

The following are hereby referenced and made a part of this Agreement and Contractor stipulates to the provisions contained therein.

1. Chapter 1 of Part 7 of Division 2 of the Labor Code (Section 1720 et seq.)
2. California Code of Regulations, Title 8, Chapter 8, Subchapters 3 through 6 (Section 16000 et seq.)

ARTICLE 10 – TERMINATION OF THE CONTRACT:

10.1 **Termination for Cause.** The Owner may terminate the Contractor and/or this Contract for the following reasons:

- (a) Persistently or repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- (b) Persistently or repeatedly is absent, without excuse, from the job site;
- (c) Fails to make payment to Subcontractors, suppliers, materialmen, etc.;
- (d) Persistently disregards laws, ordinances, rules, regulations, or orders of a public authority having jurisdiction;
- (e) Becomes bankrupt or insolvent, including the filing of a general assignment for the benefit of creditors; or
- (e) Otherwise is in substantial breach of a provision of this Agreement.

10.2 **Notification of Termination.** When any of the above reasons set forth in Article 10.1 above exists, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety written notice of five (5) days, terminate the Contractor and/or this Contract and may, subject to any prior rights of the surety:

- (a) Take possession of the Project and of all material, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- (b) Accept assignment of Subcontracts. Contractor acknowledges and agrees that if the Owner (in its sole and absolute discretion) decides to takeover completion of the Project, the Contractor agrees to immediately assign all subcontracts to the Owner which the Owner has chosen to accept; and
- (c) Complete the work by any reasonable method the Owner may deem expedient, including contracting with a replacement contractor or contractors.

10.3 **Payments Withheld.** If the Owner terminates the Contract for one of the reasons stated in Article 10.1 above, the Contractor shall not be entitled to receive further payment until the work is complete. All costs associated with the termination and completion of the Project shall be the responsibility of the Contractor and/or its surety.

10.4 **Payments Upon Completion.** If the unpaid balance of the Contract Sum exceeds costs of completing the Project, including compensation for professional services and expenses made necessary thereby, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the Owner. This payment obligation shall survive completion of the Contract.

10.5 **Termination for Convenience.** Owner may terminate the Contract upon five (5) calendar days of written notice to the Contractor and use any reasonable method the Owner deems expedient to complete the Project, including contracting with replacement contractor or contractors, if it is found that reasons beyond the control of either the Owner or Contractor make it impossible or against the Owner's interest to complete the work. In such a case, the Contractor shall have no claims against the Owner except: (1) the actual cost for labor, materials, and services performed and completed in accordance with the Contract Documents and approved by the District as documented through timesheets, invoices, receipts, or otherwise, and (2) ten percent (10%) profit and overhead of all remaining work as determined by the Owner, and (3) five percent (5%) termination cost of the total of item (2). Contractor acknowledges and agrees that if the Owner (in its sole and absolute discretion) decides to takeover completion of the Project, the Contractor agrees to immediately assign all subcontracts to the Owner which the Owner has chosen to accept.

ARTICLE 11 – MISCELLANEOUS PROVISIONS:

11.1 **Record Audit.** In accordance with Government Code Section 8546.7 (and Davis Bacon, if applicable), records of both the Owner and the Contractor shall be subject to examination and audit for a period of five (5) years after a Final Retention Payment or the Recording of a Notice of Completion, whichever occurs first.

11.2 Contractor's License. The Contractor must possess throughout the Project a Class C 15 Contractor's License, issued by the State of California, which must be current and in good standing.

11.3 The Contractor shall enforce strict discipline and good order among the Contractor's and Subcontractor's employees, and other persons carrying out the Contract. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them. As used in this subsection, "unfit" includes any person who the Owner concludes is improperly skilled for the task assigned to that person, who fails to comply with the requirements of this Article, or who creates safety hazards which jeopardize other persons and/or property.

11.4 Contractor shall take all steps necessary to insure that employees of Contractor or any of its subcontractors' employees do not use, consume, or work under the influence of any alcohol, tobacco or illegal drugs while on the Project. Contractor shall further prevent any of its employees or its subcontractor employees from playing any recorded music devices or radios or wearing any radio headphone devices for entertainment while working on the Project. Likewise, Contractor shall prevent its employees or subcontractor's employees from bringing any animal onto the Project. Contractor shall not violate any written school policies.

11.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of any third party against the Owner.

11.6 The Owner and Contractor, respectively, bind themselves, their partners, officers, successors, assigns and legal representatives to the other party to this Agreement with respect to the terms of this Agreement. Contractor shall not assign this Agreement.

11.7 This Agreement shall be governed by the laws of the State of California.

11.8 This Agreement represents the entire agreement between the Owner and Contractor and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended or modified only by an agreement in writing signed by both the Owner and the Contractor

IN WITNESS WHEREOF, this Agreement has been duly executed by the above named parties, on the day and year first above written.

CENTER JOINT UNIFIED SCHOOL DISTRICT

BOBERG HARDWOOD FLOORS

Typed or Printed Name

Typed or Printed Name

Title

Title *VP*

Signature

Signature 

Dated: _____

Type or Printed Name *Michael Boberg*

Title (Authorized Officers or Agents)

Signature

(CORPORATE SEAL)

**CONTRACTOR'S CERTIFICATE REGARDING
WORKERS' COMPENSATION FORM**

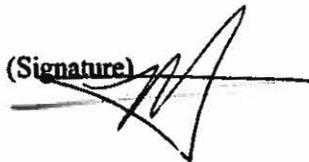
Labor Code Section 3700 in relevant part provides:

Every employer except the State shall secure the payment of compensation in one or more of the following ways:

1. By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.
2. By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to employees.
3. For any county, city, city and county, municipal corporation, public Owner, public agency, or any political subdivision of the state, including each member of a pooling arrangement under a joint exercise of powers agreement (but not the state itself), by securing from the Director of Industrial Relations a certificate of consent to self-insure against workers' compensation claims, which certificate may be given upon furnishing proof satisfactory to the director of ability to administer workers' compensation claims properly, and to pay workers' compensation claims that may become due to its employees. On or before March 31, 1979, a political subdivision of the state which, on December 31, 1978, was uninsured for its liability to pay compensation, shall file a properly completed and executed application for a certificate of consent to self-insure against workers' compensation claims. The certificate shall be issued and be subject to the provisions of Section 3702.

I am aware of the provisions of Labor Code Section 3700 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 provision before commencing the performance of the work of this Contract.

(Signature)



(Print) Michael Boberg

(Date) 10/10/2018

In accordance with Article 5 (commencing at section 1860), Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and submitted with the Contractor's bid.

NON-COLLUSION DECLARATION

The undersigned declares:

I am the VP [Title] of Boberg Hardwood Floors [Name of Company], the party making the foregoing bid.

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

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 10/10/2018 [Date], at Loomis [City], CA [State].

Signed:  _____

Typed Name: Michael Boberg

GUARANTEE

Guarantee for Center Joint Unified School District. We hereby guarantee that the Gymnasium floor replacement, which we have installed in Wilson C Riles Middle School has been done in accordance with the Contract Documents, including without limitation, the drawings and specifications, and that the work as installed will fulfill the requirements included in the bid documents. The undersigned and its surety agrees to repair or replace any or all such work, together with any other adjacent work, which may be displaced in connection with such replacement, that may prove to be defective in workmanship or material within a period of one year from the date of the Notice of Completion of the above-mentioned structure by the Center Joint Unified School District, ordinary wear and tear and unusual abuse or neglect excepted.

In the event the undersigned or its surety fails to comply with the above-mentioned conditions within a reasonable period of time, as determined by the Owner, but not later than ten (10) days after being notified in writing by the Owner or within forty-eight (48) hours in the case of an emergency or urgent matter, the undersigned and its surety authorizes the Owner to proceed to have said defects repaired and made good at the expense of the undersigned and its surety, who will pay the costs and charges therefor upon demand. The undersigned and its surety shall be jointly and severally liable for any costs arising from the Owner's enforcement of this Guarantee.

Countersigned

Boberg Hardwood Floors

(Proper Name)

Michael Boberg, VP

By:



(Signature of Subcontract or Contractor)

(Proper Name)

By:

(Signature of General Contractor if for Subcontractor)

Representatives to be contacted for service:

Name: *Mike Boberg*

Address: *PO Box 304
Loomis, CA 95650*

Phone Number: *916-652-5662*

CONTRACTOR CERTIFICATION REGARDING BACKGROUND CHECKS

Boberg Hardwood Floors

certifies that it has performed one of the following:

[Name of contractor/consultant]

- Pursuant to Education Code Section 45125.1, Contractor has conducted criminal background checks, through the California Department of Justice, of all employees providing services to the Center Joint Unified School District, pursuant to the contract/purchase order dated _____, and that none have been convicted of serious or violent felonies, as specified in Penal Code Sections 1192.7(c) and 667.5(c), respectively.

As further required by Education Code Section 45125.1, attached hereto as Attachment "A" is a list of the names of the employees of the undersigned who may come in contact with pupils.

OR

- Pursuant to Education Code Section 45125.2, Contractor will ensure the safety of pupils by one or more of the following methods:
 - 1. The installation of a physical barrier at the worksite to limit contact with pupils.
 - 2. Continual supervision and monitoring of all employees of the entity by an employee of the entity whom the Department of Justice has ascertained has not been convicted of a violent or serious felony.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

Date 10.10, 2018

Michael Boberg
[Name of Contractor/Consultant]



By its: VP

ATTACHMENT A:

CONTRACTOR CERTIFICATION REGARDING BACKGROUND CHECKS

(INSERT NAMES OF EMPLOYEES WHO MAY COME IN CONTACT WITH PUPILS)

Jeffrey Boberg
Michael Boberg
Brian Boberg
W. Allen Boberg
Jeannie Boberg
M. Ray Clark
Quang Bui

ATTACHMENT B

Attachment B begins on next page.

BOBERG HARDWOOD FLOORS

Proposal Prepared For:

Center Joint Unified School
District 8408 Watt Ave
Antelope, CA 95843
ATTN: Craig Deason, Assistant Superintendent

Project:

Wilson C Riles Middle School 4747 PFE Rd
Roseville, CA 95747

September 29th, 2018

Scope of Work - Proposed New Floor System:

Remove existing floor system down to slab and haul away from school site. Move bleachers away from wall and re-attach after new floor is installed. Replace volleyball floor sleeve covers with new brass covers.

Remove existing thresholds, salvage and re-install.

Materials & labor to install the Connor RezillFlex, or equal, floating floor system consisting of 10 mil poly visqueen and padded plywood panel s floating over existing slab. Maple flooring to be 25/32" x 2 1/4", 2nd and Better, Northern Hard Maple, unfinished, nailed into plywood panel s.

Includes sanding, 2 coats of sealer, and painting of game lines, letters and logos to match existing and 3 coats of finish.

Includes new black vent cove base to match existing.

Includes all freight, taxes and bonds.

TOTAL COST: \$194,230 .00

DIR# 1000002344

SECTION 09642 - WOOD GYMNASIUM FLOORING

PART 1 -GENERAL

1.1 DESCRIPTION

A. Related work specified under other sections.

1. CONCRETE SUBFLOORS-SECTION 03

a. Slab depression is:

2-1/8" (54mm) for 25/32" (20mm) flooring

b. The general contractor shall furnish and install the concrete subfloor depressing the slab sufficiently to accommodate the floor system. The slab shall be steel troweled and finished smooth to a tolerance of 1/8" in any 10' (3mm in any 3 meter) radius by the general contractor. High spots shall be ground level, and low spots filled in with approved leveling compound by the general contractor to the full approval of the installer (Flooring Contractor).

2. MEMBRANE WATERPROOFING - SECTION 07

a. Concrete subfloors on or below grade shall be adequately waterproofed beneath the slab and at the perimeter walls and on earth side of below grade walls by general contractor using suitable type membrane.

3. THRESHOLDS - SECTION 08- Savage and re-install existing.

4. **GAME STANDARD INSERTS - SECTION 11- Provide new brass sleeve covers, include installation.**

1.2 REFERENCES

A. MFMA - Maple Flooring Manufacturers Association

B. DIN - Performance Standard DIN 18032, Part 2.

1.3 QUALITY ASSURANCE

A. Manufacturer

1. Manufacturer of resilient flooring shall be a firm specializing in manufacturing products specified in this section.
2. Action Floor, Connor, WO Flooring,
3. Basis of design shall be Connor "RezillFlex", Action Floor Systems Excel NR sports floor. Or equal.

B. Installer (Flooring Contractor)

1. The complete installation of the flooring system, as described in the scope of these specifications, shall be carried out by the MFMA Mill Accredited Installation Company, and the work shall be performed in accordance with most recent installation instructions of the manufacturer.
2. The MFMA Mill Accredited Installation Company shall be liable for all matters related to installation for a period of one year after the floor has been substantially installed and completed.

C. Performance Testing

1. Flooring system shall have been independently tested and meets or exceeds all Athletic Performance requirements according to the International Standard DIN 18032 Part 2.
2. Independent DIN testing laboratory shall have Scientific Body Membership in the International Association of Sports Surface Sciences (ISSS). Test equipment shall have been calibrated and certified through the ISSS.
3. DIN testing engineer shall be an ISO 17025 System member rated for each performed test conducted.
4. Flooring system shall have been independently tested and meets or exceeds all Athletic Performance requirements according to the Structural Testing and Engineering Measures (STEM).

1.4 SUBMITTALS

- A. Specification** - Submit manufacturer specification sheets.
- B. Sample** - Submit one sample of specified system, if requested by architect.
- C. Maintenance Literature** - Upon completion of floor installation, send to owner, attendants or individuals in charge and responsible for the upkeep of the building a CARE CARD. This card spells out care and maintenance instructions including temperature and humidity ranges for areas where flooring is installed.

1.5 WORKING CONDITIONS

- A.** The wood flooring specified herein shall not be installed until all masonry, painting, plaster, tile, marble and terrazzo work is completed, and overhead mechanical trades and painters have finished in the wood floor areas. The building shall be enclosed and weathertite.
- B.** The concrete subfloor shall be determined dry by industry standard testing procedures, free of foreign materials and turned over to the installer (Flooring Contractor) broom clean. Moderate room temperature of 65 degrees (18 degrees Celsius) or more shall be maintained a week preceding and throughout the duration of the work. Humidity conditions within the building shall approximate the humidity conditions that will prevail when the building is occupied.
- C.** Permanent heat, light and ventilation shall be installed and operating during and after installation, maintaining a range of temperature and humidity compatible with the expected low and high moisture content of the flooring. The wood moisture content range is determined by the flooring contractor based on the facility's mechanical controls and/or geographical location.
- D.** Flooring must be stored in a dry, well-ventilated area, not in contact with masonry, to acclimate to building conditions and shall be installed at moisture content compatible with the normally expected environmental range of temperature and relative humidity achieved while the facility is occupied.
- E.** General Contractor shall lock floor area after floor is finished to allow proper curing time. If general contractor or owner requires use of gym after proper curing time, he shall protect the floor by covering with non-marring Kraft paper or red rosin paper with taped joints until acceptance by owner of complete gymnasium floor.
- F.** Working conditions as described above shall be followed. Variations and substitutions shall be submitted for approval to the architect who shall advise Connor of the same.

1.6 HUMIDITY CONTROLS

- A.** Since all wood flooring will expand and contract as relative humidity varies, it is important to minimize extremes between low and high. Hardwood flooring is manufactured at moisture content most compatible with a 35%-50% relative humidity range. Geographical regions and available mechanicals determine the typical range of temperature and humidity for each facility. Maintaining a 15% fluctuation between highest and lowest average indoor relative humidity provides limited shrinkage and growth. Facility managers should make use of available HVAC systems to prevent excessive tightening and shrinkage of flooring.

1.7 WARRANTY

- A.** Manufacturer warrants that the materials it has supplied will be free from manufacturing defects for a period of one year. The foregoing warranty is in lieu of and excludes all other warranties not expressly set forth herein, whether express or implied in operation of law or otherwise, including, but not limited to, any implied warranties of merchantability or fitness. This warranty is expressly limited to the flooring materials (goods) supplied by manufacturer. This warranty does not cover floor damage caused (wholly or in part) by fire, winds, floods, moisture, other unfavorable atmospheric conditions or chemical action, nor does it apply to damage caused by ordinary wear, misuse, abuse, negligent or intentional misconduct, aging, faulty building construction, concrete slab separation, faulty or suitable subsurface or site preparation, settlement of the building walls or faulty or unprofessional installation of Connor flooring systems.

- B. Manufacturer shall not be liable for incidental or consequential losses, damages or expenses directly or indirectly arising from the sale, handling or use of the materials (goods) or from any other cause relating thereto, and their liability hereunder in any case is expressly limited to the replacement of materials (goods) not complying with this agreement, or at their elections, to the repayment of, or crediting buyer with, an amount equal to the purchase price of such materials (goods), whether such claims are for breach of warranty or negligence. Any claim shall be deemed waived by buyer unless submitted to manufacturer in writing within 30 days from the date buyer discovered, or should have discovered, any claimed breach.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Vapor Barrier - 10-mil polyethylene.
- B. Subfloor- Factory assembled panels, constructed of 15/32" (12mm) underlayment grade plywood with 1/2" X 2" X 2" (12mm x 51mm x 51mm) Pads attached.
- C. Flooring
1. 25/32" X 2-1/4" (20mm x 57mm), Second & Better Grade, Northern Hard Maple Flooring, TGEM, MFMA Grade marked and stamped.
- D. Fasteners
1. Subfloor fasteners - 7/8" screws or coated staples.
 2. Flooring Fasteners - 1-3/4"-2" barbed cleats or coated staples.
- E. Finish Materials - Bona Super Sport seal and finish or equal.
- F. Game Lines - Game line paint shall be compatible with finish.
- G. Wall Base - 3" X 4" (76mm x 102mm), heavy duty, molded, vented cove base with pre-molded outside corners.

PART 3 - EXECUTION

3.1 DEMO

- A. Remove and haul away existing wood floor system.

- 3.2 Bleachers- Remove and re-attach to wall.

3.2 EXECUTION

- A. Inspect concrete slab for proper tolerance and dryness. Report any discrepancies to general contractor and architect in writing.
- B. Concrete slab shall be broom cleaned by general contractor.

3.3 INSTALLATION

A. Subfloor

1. Cover concrete with poly, sealing and lapping joints a minimum of 6" (152mm).
2. Install subfloor panels at right angle to finish flooring, starting along an end wall, working left to right. Provide 1-1/2" (38mm) expansion voids at perimeter and at all vertical obstructions. Allow 1/4" (6mm) space between ends of abutted panels. Stagger subfloor panels when beginning each row to create a brick pattern throughout the subfloor. Apply screws or staples 12" (305mm) on center to secure adjacent panels on all ends and sides while maintaining 4" (102mm) spacing between sides of upper subfloor panels. Install solid blocking at doorways, under bleachers in the stacked position, and below portable goals.

B. Maple Flooring

1. Install maple flooring by power nailing or stapling approximately 12" (305mm) on center with end joints properly driven up. **Note:** nail or staple through double subflooring only.
2. If required, size joints between flooring strips to allow for intermediate expansion in accordance with local humidity conditions.
3. Provide 1-1/2" (38mm) expansion voids at perimeter and at all vertical obstructions.

3.4 FINISHING

A. Maple Flooring

1. Machine sand with coarse, medium, and fine paper to a smooth, even and uniform surface.
2. Remove sanding dust from entire surface by tack or vacuum.
3. Inspect entire area of floor to insure that surface is acceptable for finishing, clean and completely free from sanding dust.
4. Apply two (2) coats of approved seal and two (3) coats of approved finish per manufacturer's instructions.
5. Buff and clean floor between coats.
6. **Games Lines:** Paint game lines, letters and center logo to match existing between seal and first coat of finish.

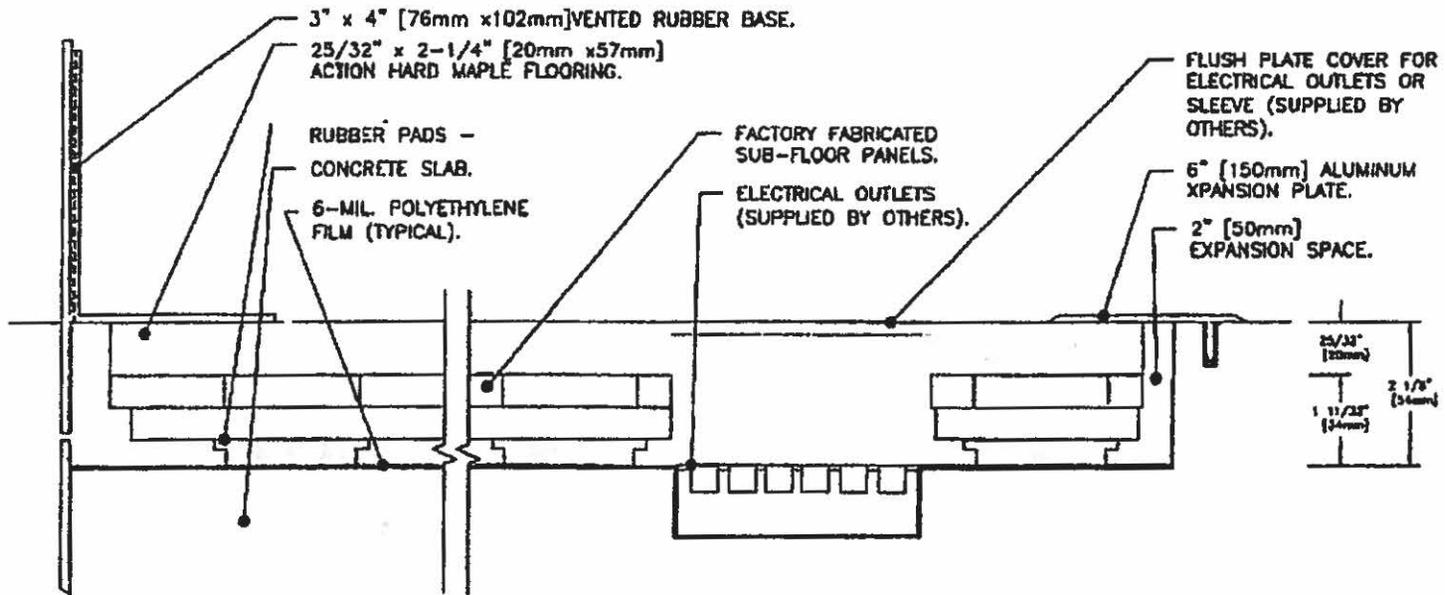
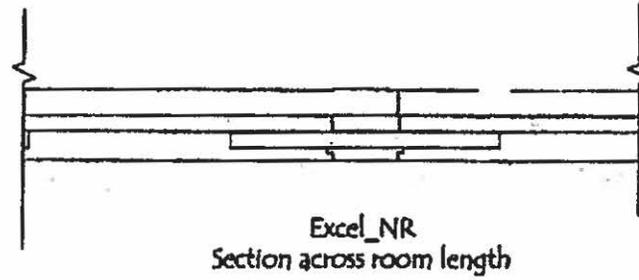
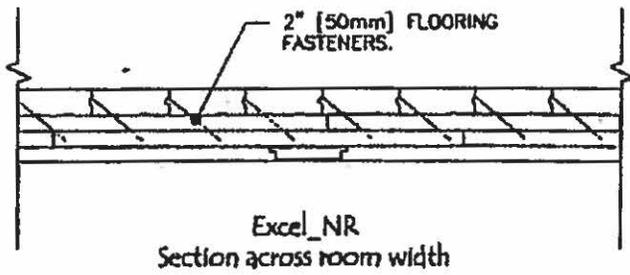
3.5 BASE INSTALLATION

- A.** Install vent cove base to walls with base cement or screws. Use pre-molded outside corners and mitered inside corners.

3.6 CLEANING

- A.** Remove excess and waste materials from the area of work.

END OF SECTION 09642



Excel_NR

CONNOR SPORTS FLOORING

REV: A	DATE	CHANGE / REVISION INITIAL RELEASE	BY	SYSTEM NUMBER: 1700
				SCALE: NO SCALE
				DRAWN BY: D. HAROLDSON
				APPROVED BY:
				TITLE: REZIL-FLEX

