

Contract Ratification List

Board Meeting Date: August 20, 2015

Vendor	Project	Contract Exhibit	Contract Amount	Fund
Ausonio	Exploratory Demolition at Elkhorn Elementary School (A Bldg)	A	\$2,994.00	21
Ausonio	Overhang Repairs at Elkhorn Elementary School (A Bldg)	B	\$16,732.00	21
Houlihan	Prunedale Elementary Paving Repairs-Emergency Repair Program	A	\$42,000.00	**01-6225
Houlihan	Demolition of Paving for Castroville Fence Project	B	\$3,700.00	14
Henningsen	Demolition of Bleachers at NMCHS Softball Field	A	\$4,150.00	21
Pettas	LED Lighting at NMCHS Room 17 Computer Lab	C	\$8,540.00	21
Pettas	Electrical Upgrades for Photo MAC Lab at NMCHS Room 31	D	\$18,000.00	21
Whitton	Stair Repair at Echo Valley Elementary Library	C	\$2,213.00	14
		Total	\$98,329.00	

** Emergency Repair Program (resource 6225)

NORTH MONTEREY COUNTY UNIFIED SCHOOL DISTRICT

SHORT FORM MASTER CONSTRUCTION AGREEMENT FOR PROJECTS UNDER \$ 45,000.00

This Short Form Master Construction Agreement ("Agreement") is made this 1st day of August, 2015, by and between North Monterey County Unified School District ("District") and **Ausonio Incorporated** ("Contractor"). District and Contractor agree as follows:

1. Services. District will assign projects (each, a "Project") to Contractor on an as needed basis during the term of this Agreement. Each Project shall be described by the District in a scope of work ("Scope of Work"), which shall be signed by both parties and attached hereto and incorporated herein as an exhibit, the first such exhibit being "Exhibit C", and so on. Each Scope of Work for a Project shall include at least the following: (1) a description of the work to be performed; (2) the contract price (each, a "Contract Price") for the Project; and (3) a Project schedule, including time for completion. Each Scope of Work shall be subject to ratification by the District's governing board.
2. Contract Price. The Contract Price for any Project shall not exceed \$45,000. No Contract Price will be increased over the course of a Project except pursuant to a valid Change Request (see Section 7 below) and written consent by District. Pursuant to Public Contract Code section 22300, unless Contractor submits securities, District will retain 10% of all progress payments with respect to a Project until Contractor completes its work and the District accepts the completed Project. Contractor will submit billing invoices on a monthly basis for work completed in that month. All billing invoices shall be due and payable thirty (30) days after the date of the invoice.
3. Term. The term of this Agreement shall be one (1) year from the date of this Agreement, unless earlier terminated in accordance with the terms hereof.
4. Payment Bond. If the Contract Price for any Project exceeds \$25,000, within ten (10) business days of execution of the Scope of Work for such Project, Contractor will provide the District with a corporate surety bond, in a sum not less than 100 percent of the amount of the Contract Price, to guarantee the payment of wages for services engaged and of bills contracted for materials, supplies, and equipment used in the performance of the Contract Price ("Payment Bond"). Contractor shall not proceed with any on-site construction activities with respect to a Project for which a Payment Bond is required until the Payment Bond for that Project has been secured and delivered to the District.
5. Contractor's License; Workforce Qualifications. In accordance with section 3300 of the Public Contract Code, Contractor has a Class "B" license which shall be maintained in good standing for the duration of the term of this Agreement. Contractor represents that it or its principals or employees assigned to a Project under this Agreement have or shall have in effect all licenses, credentials, permits and has otherwise all legal qualifications to perform such Project.

6. Liquidated Damages. Contractor agrees to complete each Project pursuant to the terms of this Agreement within the time for performance stated in the Scope of Work for such Project, unless Contractor receives a written extension of time for such Project from the District in accordance with section 7. Contractor's failure to complete a Project on time shall subject Contractor to liquidated damages. The actual occurrences of damages and the actual amount of damages which the District will suffer if a Project is not completed on time is dependent upon many circumstances and conditions and, from the nature of the case, it is impracticable and extremely difficult to fix the actual damages occasioned by delay. Damages which the District would suffer in the event of delay include loss of use of the Project, disruption of District and school activities, cost of administration and the loss suffered by the public by reason of delay. Accordingly, the parties agree that the amount herein set forth as liquidated damages shall be presumed to be the amount of damages actually sustained by the District due to Contractor's failure to complete the Project on time. The amount of liquidated damages to be paid by Contractor to the District for failure to complete a Project on time will be \$500.00 for each calendar day by which completion of the Project is delayed beyond the time for performance stated in the Scope of Work for such Project.

7. Change Orders. The Contractor and the District agree that changes to a Scope of Work for a Project shall become effective only when written in the form of a change order approved and signed by the District and the Contractor. It is specifically agreed that the District shall have the right to request any alterations, deviations, reductions, or additions to a Project, and the amount of the cost thereof shall be added to or deducted from the amount of the Contract Price by fair and reasonable valuations. Contractor also agrees to provide the District with all information requested to substantiate the cost of the change order and to inform the District whether the work will be done by the Contractor or by a subcontractor. Any proposed change order must include sufficient information and dates to demonstrate whether and to what extent the change will delay the completion of the Project.

8. Warranty Period. The Contractor shall promptly correct any work found not to be in conformance with a Scope of Work for one year after District's written acceptance of such work. Contractor shall correct the work promptly, and passage of the applicable warranty period shall not release Contractor from its obligation to correct the work if District provided the written notice within the applicable warranty period. Contractor's obligation to correct the warranty item continues until the correction is made. After the correction is made to District's satisfaction, a new warranty period of the same length as the original warranty period shall run on the corrected work. The obligations under this section shall survive the termination or expiration of this Agreement and the acceptance of the work of any Project.

9. Indemnity. Contractor shall defend, indemnify, and hold harmless District and its agents, representatives, officers, consultants, employees, Board of Education, and members of the Board of Education, from and against any and all claims, demands, liabilities, damages, losses, suits and actions, and expenses (including, but not limited to

attorney fees and costs including fees of consultants) of any kind, nature and description directly or indirectly arising out of, connected with, or resulting from any act, error, omission, negligence, or willful misconduct of Contractor or the Contractor's agents, subcontractors, employees, material or equipment suppliers, invitees, or licensees in the performance of or failure to perform Contractor's obligations under this Agreement, including, but not limited to Contractor's use of any site, Contractor's work on any Project, Contractor's breach of any of the representations or warranties contained in this Agreement, or for injury to or death of persons or damage to property or delay or damage to the District. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to a party, person, or entity described in this paragraph.

10. Independent Contractor Status. While engaged in carrying out the terms and conditions of this Agreement, Contractor is an independent contractor, and not an officer, employee, agent, partner, or joint venturer of the District.

11. Subcontractors. If Contractor shall subcontract any part of the work, Contractor shall be fully responsible to Owner for acts or omissions of Contractor's subcontractors. Pursuant to Public Contract Code section 6109, no contractor may perform work on a public works project with a subcontractor who is ineligible to perform work on the project pursuant to California Labor Code sections 1777.1 or 1777.7.

12. Prevailing Wage. Pursuant to the provisions of Section 1770 et seq. of the Labor Code of the State of California, which are hereby incorporated by reference and made a part hereof, the Director of Industrial Relations has determined the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in the locality in which the work is to be performed, for each craft, classification or type of worker needed to execute the Projects. Per diem wages shall be deemed to include employer payments for health and welfare, pension, vacation, apprenticeship or other training programs, and similar purposes. Copies of the rates are on file at District's principal office. The rate of prevailing wage for any craft, classification or type of workmanship to be employed on any Project is the rate established by the applicable collective bargaining agreement which rate so provided is hereby adopted by reference and shall be effective for the life of this Agreement or until the Director of the Department of Industrial Relations determines that another rate be adopted. It shall be mandatory upon Contractor and on any subcontractor to pay not less than the said specified rates to all workers employed in the execution of this Agreement.

Contractor and any subcontractor under Contractor as a penalty to District shall forfeit not more than Fifty Dollars (\$50.00) for each calendar day or portion thereof for each worker paid less than the stipulated prevailing rates for such work or craft in which such worker is employed. The difference between such stipulated prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the stipulated prevailing wage rate shall be paid to each worker by Contractor.

Contractor and each subcontractor shall keep or cause to be kept an accurate record for work on each Project showing the names, addresses, social security numbers, work classification, straight time and overtime hours worked and occupations of all laborers, workers and mechanics employed by them in connection with the performance of this Agreement or any subcontract thereunder, and showing also the actual per diem wage paid to each of such workers, which records shall be open at all reasonable hours to inspection by District, its officers and agents and to the representatives of the Division of Labor Law Enforcement of the State Department of Industrial Relations.

13. Working Hours. In accordance with the provisions of Sections 1810 to 1815, inclusive, of the Labor Code of the State of California, which are hereby incorporated and made a part hereof, the time of service of any worker employed by Contractor or a subcontractor doing or contracting to do any part of a Project contemplated by this Agreement is limited and restricted to eight hours during any one calendar day and forty hours during any one calendar week, provided, that work may be performed by such employee in excess of said eight hours per day or forty hours per week provided that compensation for all hours worked in excess of eight hours per day, and forty hours per week, is paid at a rate not less than one and one-half (1½) times the basic rate of pay. Contractor and every subcontractor shall keep an accurate record showing the name of and the actual hours worked each calendar day and each calendar week by each worker employed by them in connection with any Project. The records shall be kept open at all reasonable hours to inspection by representatives of District and the Division of Labor Law Enforcement. Contractor shall as a penalty to District forfeit Twenty-five Dollars (\$25.00) for each worker employed in the execution of this Agreement by Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight hours in any one calendar day, and forty hours in any one calendar week, except as herein provided.

14. Apprentices. Contractor agrees to comply with Chapter 1, Part 7, Division 2, Sections 1777.5 and 1777.6 of the California Labor Code, which are hereby incorporated and made a part hereof. These sections require that contractors and subcontractors employ apprentices in apprenticeable occupations in a ratio of not less than one hour of apprentice's work for each five hours of work performed by a journeyman (unless an exemption is granted in accordance with Section 1777.5) and that contractors and subcontractors shall not discriminate among otherwise qualified employees as indentured apprentices on any public works solely on the ground of sex, race, religious creed, national origin, ancestry or color. Only apprentices as defined in Labor Code Section 3077, who are in training under apprenticeship standards and who have signed written apprentice agreements, will be employed on public works in apprenticeable occupations. The responsibility for compliance with these provisions is fixed with Contractor for all apprenticeable occupations.

15. Insurance. Contractor shall secure and maintain for the term of this Agreement insurance for commercial general liability, automobile liability, and workers'

compensation. Upon execution of any Scope of Work, Contractor shall furnish to the District proof of insurance consistent with this section 15. The District reserves the right, in its reasonable discretion, to require Contractor to purchase additional insurance coverage, or higher limits, with respect to any Project.

16. Compliance with Law. Contractor and its employees, agents and subcontractors shall comply with applicable law regarding construction or maintenance activities at the District sites, including but not limited to the fingerprinting requirements of Education Code section 45125.2. All equipment and supplies furnished, and/or all work performed, shall meet all applicable safety regulations of the Division of Industrial Safety of the State of California, and Health & Safety code of the State of California.

17. Termination. The District may terminate this Agreement upon three (3) days written notice to Contractor. Contractor shall be entitled to compensation for work performed up to the date of the notice of termination.

18. Disputes. If a dispute arises between the Owner and the Contractor as to an interpretation of the Scope of Work or as to the quality or sufficiency of materials or workmanship, the decision of the Owner shall for the time being prevail, and the Contractor, without delaying the job, shall proceed as directed by the Owner without prejudice to a final determination of the dispute.

19. Claims Less than \$375,000. Notwithstanding any other provision herein, claims of \$375,000 or less shall be resolved pursuant to the alternative dispute resolution procedures set forth in Public Contract Code sections 20104, et seq., including claim, response, informal meet and confer conference, non-binding mediation if a claim of over \$100,000 remains in dispute after the meet and confer conference, and Government Code claim. "Claim" for this purpose means a separate demand by the Contractor for a time extension, payment of money or damages arising from work done by or on behalf of the Contractor pursuant to this Agreement, for which payment is expressly provided, or the Contractor is otherwise entitled to, or an amount the payment of which is disputed by the Owner.

The Contractor shall submit its claim of \$375,000 or less to the Owner in writing before payment is made. The Owner shall respond within the time provided by statute. If the Contractor disagrees with the response or the Owner fails to respond within the time permitted, the Contractor shall notify the Owner of the disagreement in writing within fifteen (15) days from the date of the response or expiration of the time permitted to respond and demand a meet-and-confer conference. The Owner shall schedule a meet-and-confer conference within thirty (30) days of the demand. If not resolved at the meet-and-confer conference, then the claim shall be submitted to mediation. If the dispute is not resolved at mediation, the Contractor may initiate a civil action as set forth in Public Contract Code section 20104 et seq.

20. Assignment of Agreement. Contractor agrees not to assign, transfer or convey any rights accruing under this Agreement without the prior written consent of District.

21. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of California. The parties also agree that, in the event of litigation, venue shall be in the proper state or federal court located in Monterey County, California.

22. Notices. Communications hereunder shall be deemed given when delivered or mailed by registered mail, postage prepaid, to the parties at their respective places of business.

23. Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon District and Contractor and their respective successors and assigns.

24. Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or under unenforceable any other provision hereof.

25. Amendments. The terms of this Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement signed by the parties.

26. Entire Agreement. This Agreement constitutes the entire agreement between the parties. There are no understandings, agreements, representations or warranties, express or implied, not specified in this Agreement. Contractor, by the execution of this Agreement, acknowledges that Contractor has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

IN WITNESS WHEREOF the parties have executed this Agreement on the date first herein above written.

NORTH MONTEREY COUNTY UNIFIED SCHOOL DISTRICT

By: 

Name: Liann Reyes

Title: Asst. Supt. Bus. Svcs.

Date: 8/20/15

By: 

Name: Troy Fink

Title: P.M. Assistant Fac.

Date: 8-17-15

Exhibit "A"

SCOPE OF WORK. Contractor agrees to furnish all labor, equipment and materials, including tools, implements, and appliances and to perform all the work in a good and workmanlike manner, free from any and all liens and claims from mechanics, material suppliers, subcontractors, artisans, machinists, teamsters, freight carriers, and laborers, all in strict compliance with the Contract Documents, required for construction of the Project (the "Project") described as:

Elkhorn Elementary School

Exploratory Demolition at Overhang Near Room A1

Proposal attached to this exhibit shall be considered part of the entire agreement.

Unless otherwise specifically noted, the Contractor shall provide and pay for all labor, materials, equipment, transportation, and other facilities and services necessary for the proper execution and completion of the Project. The Contractor shall at all times enforce strict discipline and good order among Contractor's employees and subcontractors and shall not employ on the Project anyone not skilled in the task assigned. Any employee of Contractor or employee of Contractor's subcontractors, suppliers or materialmen Owner deems not skilled for the task assigned shall, upon Owner's request, be dismissed from the site.

CONTRACT SUM. The Contract Sum is the total amount payable by Owner to Contractor for the performance of work under the Contract Documents. The Contract Sum is **Two Thousand Nine Hundred Forty-Four and 00/100 dollars (\$ 2,944.00)**, unless modified in accordance with the Contract Documents.

COMPLETION DATE. The work to be completed under this Agreement shall begin no later than **July 16, 2015**, and be completed on or before **July 31, 2015** (the "Completion Date").

NORTH MONTEREY COUNTY UNIFIED SCHOOL DISTRICT


By:  _____

Name: Liann Reyes

Title: Asst. Supt. Bus. Svcs.

Date: 8/20/15

Ausonio Incorporated

By:  _____

Name: Troy Fink

Title: A.M. Ausonio, Inc.

Date: 8-17-15



AUSONIO

I N C O R P O R A T E D

Design + Construction

Mr. Mark Harris
North Monterey County School District
8142 Moss Landing Road
Moss Landing, CA 95039

July 13, 2015

Subject: Elkhorn School Exploratory Demo - *Room A1*

Dear Mark,

Thank you for contacting us for an estimate to demo the stucco on the soffit adjacent to the rotten tails of the overhang. Our Estimate for the work is Two Thousand Nine Hundred Forty Four Dollars and NO/100 (\$2,944.00.)

INCLUSIONS and CLARIFICATIONS:

1. Work includes two guys for two days as needed to remove the stucco and any other demo needed to expose the structure as directed. Work to be done on a Time and Material basis with a 15% over head and fee added and billed accordingly.

EXCLUSIONS:

1. Design or engineering for any DSA permits if needed
2. Permits and fees.
3. Special Inspection fee's.
4. Hazardous waste report.
5. Builder's risk (fire damage and etc.) insurance.
6. Anything not specifically listed above.

Sincerely,

Troy Fink
Project Manager Ausonio Inc.

Please Sign and return a copy as Authorization for Ausonio Inc. to proceed:

Sign

Print Name *LIANN REYES*

Date *7/15/15*



www.ausonio.com

11420 A Commercial Parkway, Castroville, CA 95012-3214 • Ph 831.633.3371 • Fx 831.633.3389 • Lic. # 682308

Recycled & Recyclable

Exhibit "B"

SCOPE OF WORK. Contractor agrees to furnish all labor, equipment and materials, including tools, implements, and appliances and to perform all the work in a good and workmanlike manner, free from any and all liens and claims from mechanics, material suppliers, subcontractors, artisans, machinists, teamsters, freight carriers, and laborers, all in strict compliance with the Contract Documents, required for construction of the Project (the "Project") described as:

Elkhorn Elementary School

Overhang Repair at Building A

Proposal attached to this exhibit shall be considered part of the entire agreement.

Unless otherwise specifically noted, the Contractor shall provide and pay for all labor, materials, equipment, transportation, and other facilities and services necessary for the proper execution and completion of the Project. The Contractor shall at all times enforce strict discipline and good order among Contractor's employees and subcontractors and shall not employ on the Project anyone not skilled in the task assigned. Any employee of Contractor or employee of Contractor's subcontractors, suppliers or materialmen Owner deems not skilled for the task assigned shall, upon Owner's request, be dismissed from the site.

CONTRACT SUM. The Contract Sum is the total amount payable by Owner to Contractor for the performance of work under the Contract Documents. The Contract Sum is **Sixteen Thousand Seven Hundred Thirrrty-Two and 00/100** dollars (\$ **16,732.00**), unless modified in accordance with the Contract Documents.

COMPLETION DATE. The work to be completed under this Agreement shall begin no later than **August 6, 2015**, and be completed on or before **August 12, 2015** (the "Completion Date").

NORTH MONTEREY COUNTY UNIFIED SCHOOL DISTRICT

By: 

Name: Liann Reyes

Title: Asst. Supt. Bus. Srves.

Date: 8/3/15

Ausonio Incorporated

By: 

Name: Troy Fink

Title: P.M. AUSONIO INC.

Date: 8.17.15



AUSONIO

I N C O R P O R A T E D

Design + Construction

July 31, 2015

Mr. Mark Harris

North Monterey County School District
8142 Moss Landing Road
Moss Landing, Ca. 95039

Subject: Elkhorn School Overhang Repair

Dear Mark,

Thank you for contacting us for an estimate for the repair to the Elkhorn School Overhang. Our estimate for the work is: **Sixteen Thousand Seven Hundred Thirty Two dollars and no/100 (\$16,732.00)**

INCLUSIONS and CLARIFICATIONS:

Work includes labor and material to repair the rotten over hang per detail S1, S2 and S3 dated 7/20/15 from Howard Carter and Associates along with the patching the associated finishes as needed (Please note we are reinstalling the existing ceiling tile). Work to be done on a Time and Material basis with a 15% overhead and fee added and billed accordingly.

EXCLUSIONS:

- Design or engineering for any DSA permits if needed
- Permits and fees
- Special Inspection fees
- Hazardous waste report
- Builder's risk insurance
- Anything not specifically listed above

Sincerely,

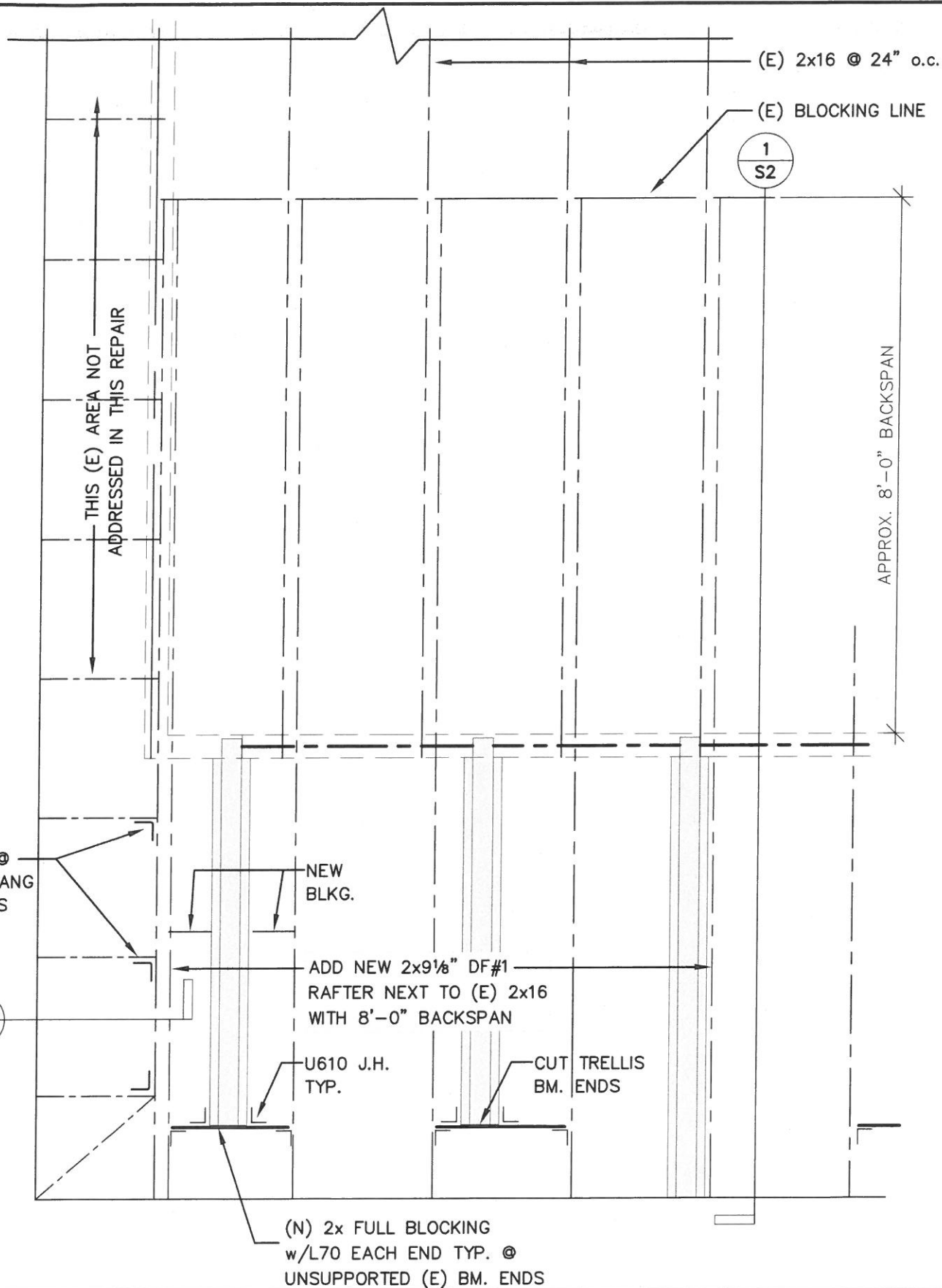
Troy Fink
Project Manager
Ausonio, Inc



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www.ausonio.com

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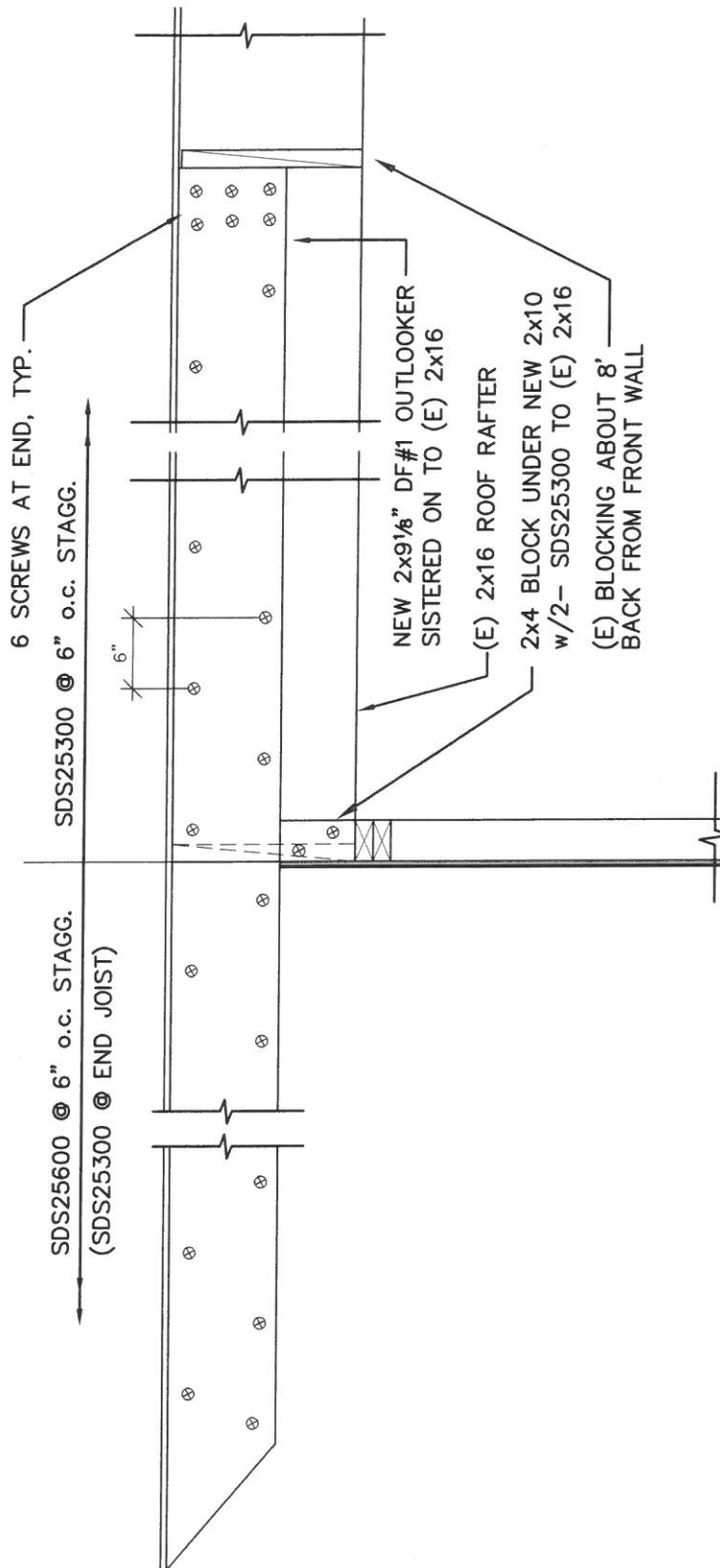


HOWARD CARTER ASSOCIATES, INC.
STRUCTURAL ENGINEERS
 9600 BLUE LARKSPUR LANE, MONTEREY, CA 93940
 (831)373-3119 Fax (831)373-5872

ELKHORN SCHOOL KINDERGARTEN SW
ROOF CORNER REPAIR

PARTIAL ROOF FRAMING PLAN

SCALE: 1/2"=1'-0"
 DATE: 7/20/2015
 DRAWN BY: CMF
 SHEET NO.: S1



SECTION

1
S2

SCALE : 3/4" = 1'-0"



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STRUCTURAL ENGINEERS
 9600 BLUE LARKSPUR LANE, MONTEREY, CA 93940
 (831)373-3119 Fax (831)373-5872

**ELKHORN SCHOOL KINDERGARTEN SW
 ROOF CORNER REPAIR**

SECTION OF NEW OUTLOOKER

SCALE: 3/4"=1'-0"
 DATE: 7/20/2015
 DRAWN BY: CMF
 SHEET NO.: S2

HL35 ANGLE EACH
OVERHANG BLOCK

NEW 2x9 1/8" DF #1 OUTLOOKER
SISTERED ON TO (E) 2x16

(E) OUTRIGGER RAFTER

REPLACE ROTTED
MEMBERS AS
DISCOVERED

(E) OLD TRELLIS BEAM SEE ROOF
FRAMING PLAN FOR NEW
SUPPORT AT END

NEW BLOCKING EACH SIDE OF (E)
TRELLIS BEAM 2 LOCATIONS, SEE
ROOF FRAMING PLAN



DETAIL

SCALE : 1-1/2" = 1'-0"



HOWARD CARTER ASSOCIATES, INC.
STRUCTURAL ENGINEERS
9600 BLUE LARKSPUR LANE, MONTEREY, CA 93940
(831)373-3119 Fax (831)373-5872

**ELKHORN SCHOOL KINDERGARTEN SW
ROOF CORNER REPAIR**

DETAIL AT OVERHANG EDGE

SCALE: 1 1/2" = 1'-0"
DATE: 7/20/2015
DRAWN BY: CMF
SHEET NO.: S3

NORTH MONTEREY COUNTY UNIFIED SCHOOL DISTRICT

SHORT FORM MASTER CONSTRUCTION AGREEMENT

This Short Form Master Construction Agreement ("Agreement") is made this 9th day of **July, 2015**, by and between North Monterey County Unified School District ("District") and **Houlihan Development & Engineering** ("Contractor"). District and Contractor agree as follows:

1. Services. District will assign projects (each, a "Project") to Contractor on an as needed basis during the term of this Agreement. Each Project shall be described by the District in a scope of work ("Scope of Work"), which shall be signed by both parties and attached hereto and incorporated herein as an exhibit, the first such exhibit being "Exhibit A", and so on. Each Scope of Work for a Project shall include at least the following: (1) a description of the work to be performed; (2) the contract price (each, a "Contract Price") for the Project; and (3) a Project schedule, including time for completion. Each Scope of Work shall be subject to ratification by the District's governing board.
2. Contract Price. The Contract Price for any Project shall not exceed \$45,000. No Contract Price will be increased over the course of a Project except pursuant to a valid Change Request (see Section 7 below) and written consent by District. Pursuant to Public Contract Code section 22300, unless Contractor submits securities, District will retain 10% of all progress payments with respect to a Project until Contractor completes its work and the District accepts the completed Project. Contractor will submit billing invoices on a monthly basis for work completed in that month. All billing invoices shall be due and payable thirty (30) days after the date of the invoice.
3. Term. The term of this Agreement shall be one (1) year from the date of this Agreement, unless earlier terminated in accordance with the terms hereof.
4. Payment Bond. If the Contract Price for any Project exceeds \$25,000, within ten (10) business days of execution of the Scope of Work for such Project, Contractor will provide the District with a corporate surety bond, in a sum not less than 100 percent of the amount of the Contract Price, to guarantee the payment of wages for services engaged and of bills contracted for materials, supplies, and equipment used in the performance of the Contract Price ("Payment Bond"). Contractor shall not proceed with any on-site construction activities with respect to a Project for which a Payment Bond is required until the Payment Bond for that Project has been secured and delivered to the District.
5. Contractor's License; Workforce Qualifications. In accordance with section 3300 of the Public Contract Code, Contractor has a Class "A" license which shall be maintained in good standing for the duration of the term of this Agreement. Contractor represents that it or its principals or employees assigned to a Project under this Agreement have or shall have in effect all licenses, credentials, permits and has otherwise all legal qualifications to perform such Project.

6. Liquidated Damages. Contractor agrees to complete each Project pursuant to the terms of this Agreement within the time for performance stated in the Scope of Work for such Project, unless Contractor receives a written extension of time for such Project from the District in accordance with section 7. Contractor's failure to complete a Project on time shall subject Contractor to liquidated damages. The actual occurrences of damages and the actual amount of damages which the District will suffer if a Project is are not completed on time is dependent upon many circumstances and conditions and, from the nature of the case, it is impracticable and extremely difficult to fix the actual damages occasioned by delay. Damages which the District would suffer in the event of delay include loss of use of the Project, disruption of District and school activities, cost of administration and the loss suffered by the public by reason of delay. Accordingly, the parties agree that the amount herein set forth as liquidated damages shall be presumed to be the amount of damages actually sustained by the District due to Contractor's failure to complete the Project on time. The amount of liquidated damages to be paid by Contractor to the District for failure to complete a Project on time will be \$500.00 for each calendar day by which completion of the Project is delayed beyond the time for performance stated in the Scope of Work for such Project.

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9. Indemnity. Contractor shall defend, indemnify, and hold harmless District and its agents, representatives, officers, consultants, employees, Board of Education, and members of the Board of Education, from and against any and all claims, demands,

liabilities, damages, losses, suits and actions, and expenses (including, but not limited to attorney fees and costs including fees of consultants) of any kind, nature and description directly or indirectly arising out of, connected with, or resulting from any act, error, omission, negligence, or willful misconduct of Contractor or the Contractor's agents, subcontractors, employees, material or equipment suppliers, invitees, or licensees in the performance of or failure to perform Contractor's obligations under this Agreement, including, but not limited to Contractor's use of any site, Contractor's work on any Project, Contractor's breach of any of the representations or warranties contained in this Agreement, or for injury to or death of persons or damage to property or delay or damage to the District. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to a party, person, or entity described in this paragraph.

10. Independent Contractor Status. While engaged in carrying out the terms and conditions of this Agreement, Contractor is an independent contractor, and not an officer, employee, agent, partner, or joint venturer of the District.

11. Subcontractors. If Contractor shall subcontract any part of the work, Contractor shall be fully responsible to Owner for acts or omissions of Contractor's subcontractors. Pursuant to Public Contract Code section 6109, no contractor may perform work on a public works project with a subcontractor who is ineligible to perform work on the project pursuant to California Labor Code sections 1777.1 or 1777.7.

12. Prevailing Wage. Pursuant to the provisions of Section 1770 et seq. of the Labor Code of the State of California, which are hereby incorporated by reference and made a part hereof, the Director of Industrial Relations has determined the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in the locality in which the work is to be performed, for each craft, classification or type of worker needed to execute the Projects. Per diem wages shall be deemed to include employer payments for health and welfare, pension, vacation, apprenticeship or other training programs, and similar purposes. Copies of the rates are on file at District's principal office. The rate of prevailing wage for any craft, classification or type of workmanship to be employed on any Project is the rate established by the applicable collective bargaining agreement which rate so provided is hereby adopted by reference and shall be effective for the life of this Agreement or until the Director of the Department of Industrial Relations determines that another rate be adopted. It shall be mandatory upon Contractor and on any subcontractor to pay not less than the said specified rates to all workers employed in the execution of this Agreement.

Contractor and any subcontractor under Contractor as a penalty to District shall forfeit not more than Fifty Dollars (\$50.00) for each calendar day or portion thereof for each worker paid less than the stipulated prevailing rates for such work or craft in which such worker is employed. The difference between such stipulated prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the stipulated prevailing wage rate shall be paid to each worker by Contractor.

Contractor and each subcontractor shall keep or cause to be kept an accurate record for work on each Project showing the names, addresses, social security numbers, work classification, straight time and overtime hours worked and occupations of all laborers, workers and mechanics employed by them in connection with the performance of this Agreement or any subcontract thereunder, and showing also the actual per diem wage paid to each of such workers, which records shall be open at all reasonable hours to inspection by District, its officers and agents and to the representatives of the Division of Labor Law Enforcement of the State Department of Industrial Relations.

13. Working Hours. In accordance with the provisions of Sections 1810 to 1815, inclusive, of the Labor Code of the State of California, which are hereby incorporated and made a part hereof, the time of service of any worker employed by Contractor or a subcontractor doing or contracting to do any part of a Project contemplated by this Agreement is limited and restricted to eight hours during any one calendar day and forty hours during any one calendar week, provided, that work may be performed by such employee in excess of said eight hours per day or forty hours per week provided that compensation for all hours worked in excess of eight hours per day, and forty hours per week, is paid at a rate not less than one and one-half (1½) times the basic rate of pay. Contractor and every subcontractor shall keep an accurate record showing the name of and the actual hours worked each calendar day and each calendar week by each worker employed by them in connection with any Project. The records shall be kept open at all reasonable hours to inspection by representatives of District and the Division of Labor Law Enforcement. Contractor shall as a penalty to District forfeit Twenty-five Dollars (\$25.00) for each worker employed in the execution of this Agreement by Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight hours in any one calendar day, and forty hours in any one calendar week, except as herein provided.

14. Apprentices. Contractor agrees to comply with Chapter 1, Part 7, Division 2, Sections 1777.5 and 1777.6 of the California Labor Code, which are hereby incorporated and made a part hereof. These sections require that contractors and subcontractors employ apprentices in apprenticeable occupations in a ratio of not less than one hour of apprentice's work for each five hours of work performed by a journeyman (unless an exemption is granted in accordance with Section 1777.5) and that contractors and subcontractors shall not discriminate among otherwise qualified employees as indentured apprentices on any public works solely on the ground of sex, race, religious creed, national origin, ancestry or color. Only apprentices as defined in Labor Code Section 3077, who are in training under apprenticeship standards and who have signed written apprentice agreements, will be employed on public works in apprenticeable occupations. The responsibility for compliance with these provisions is fixed with Contractor for all apprenticeable occupations.

15. Insurance. Contractor shall secure and maintain for the term of this Agreement insurance for commercial general liability, automobile liability, and workers' compensation. Upon execution of any Scope of Work, Contractor shall furnish to the

District proof of insurance consistent with this section 15. The District reserves the right, in its reasonable discretion, to require Contractor to purchase additional insurance coverage, or higher limits, with respect to any Project.

16. Compliance with Law. Contractor and its employees, agents and subcontractors shall comply with applicable law regarding construction or maintenance activities at the District sites, including but not limited to the fingerprinting requirements of Education Code section 45125.2. All equipment and supplies furnished, and/or all work performed, shall meet all applicable safety regulations of the Division of Industrial Safety of the State of California, and Health & Safety code of the State of California.

17. Termination. The District may terminate this Agreement upon three (3) days written notice to Contractor. Contractor shall be entitled to compensation for work performed up to the date of the notice of termination.

18. Disputes. If a dispute arises between the Owner and the Contractor as to an interpretation of the Scope of Work or as to the quality or sufficiency of materials or workmanship, the decision of the Owner shall for the time being prevail, and the Contractor, without delaying the job, shall proceed as directed by the Owner without prejudice to a final determination of the dispute.

19. Claims Less than \$375,000. Notwithstanding any other provision herein, claims of \$375,000 or less shall be resolved pursuant to the alternative dispute resolution procedures set forth in Public Contract Code sections 20104, et seq., including claim, response, informal meet and confer conference, non-binding mediation if a claim of over \$100,000 remains in dispute after the meet and confer conference, and Government Code claim. "Claim" for this purpose means a separate demand by the Contractor for a time extension, payment of money or damages arising from work done by or on behalf of the Contractor pursuant to this Agreement, for which payment is expressly provided, or the Contractor is otherwise entitled to, or an amount the payment of which is disputed by the Owner.

The Contractor shall submit its claim of \$375,000 or less to the Owner in writing before payment is made. The Owner shall respond within the time provided by statute. If the Contractor disagrees with the response or the Owner fails to respond within the time permitted, the Contractor shall notify the Owner of the disagreement in writing within fifteen (15) days from the date of the response or expiration of the time permitted to respond and demand a meet-and-confer conference. The Owner shall schedule a meet-and-confer conference within thirty (30) days of the demand. If not resolved at the meet-and-confer conference, then the claim shall be submitted to mediation. If the dispute is not resolved at mediation, the Contractor may initiate a civil action as set forth in Public Contract Code section 20104 et seq.

20. Assignment of Agreement. Contractor agrees not to assign, transfer or convey any rights accruing under this Agreement without the prior written consent of District.

21. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of California. The parties also agree that, in the event of litigation, venue shall be in the proper state or federal court located in Monterey County, California.

22. Notices. Communications hereunder shall be deemed given when delivered or mailed by registered mail, postage prepaid, to the parties at their respective places of business.

23. Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon District and Contractor and their respective successors and assigns.

24. Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or under unenforceable any other provision hereof.

25. Amendments. The terms of this Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement signed by the parties.

26. Entire Agreement. This Agreement constitutes the entire agreement between the parties. There are no understandings, agreements, representations or warranties, express or implied, not specified in this Agreement. Contractor, by the execution of this Agreement, acknowledges that Contractor has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

IN WITNESS WHEREOF the parties have executed this Agreement on the date first herein above written.

NORTH MONTEREY COUNTY UNIFIED SCHOOL DISTRICT


By:  _____

Name: Liann Reyes

Title: Asst. Supt. Bus. Svcs.

Date: 8/20/15

Houlihan Development & Engineering

By:  _____

Name: Sean Houlihan

Title: President

Date: July 9, 2015

Exhibit "A"

SCOPE OF WORK. Contractor agrees to furnish all labor, equipment and materials, including tools, implements, and appliances and to perform all the work in a good and workmanlike manner, free from any and all liens and claims from mechanics, material suppliers, subcontractors, artisans, machinists, teamsters, freight carriers, and laborers, all in strict compliance with the Contract Documents, required for construction of the Project (the "Project") described as:

Prunedale Elementary School

Paving Repair Project

Proposal attached to this exhibit shall be considered part of the entire agreement.

Unless otherwise specifically noted, the Contractor shall provide and pay for all labor, materials, equipment, transportation, and other facilities and services necessary for the proper execution and completion of the Project. The Contractor shall at all times enforce strict discipline and good order among Contractor's employees and subcontractors and shall not employ on the Project anyone not skilled in the task assigned. Any employee of Contractor or employee of Contractor's subcontractors, suppliers or materialmen Owner deems not skilled for the task assigned shall, upon Owner's request, be dismissed from the site.

CONTRACT SUM. The Contract Sum is the total amount payable by Owner to Contractor for the performance of work under the Contract Documents. The Contract Sum is **Forty-Two Thousand and 00/100** dollars (\$ **42,000.00**), unless modified in accordance with the Contract Documents.

COMPLETION DATE. The work to be completed under this Agreement shall begin no later than **July 16, 2015**, and be completed on or before **July 31, 2015** (the "Completion Date").

NORTH MONTEREY COUNTY UNIFIED SCHOOL DISTRICT

By:  _____

Name: Liann Reyes

Title: Asst. Supt. Bus. Svcs.

Date: July 9, 2015

Houlihan Development & Engineering

By:  _____

Name: Sean Houlihan

Title: President

Date: July 9, 2015

Exhibit "B"

SCOPE OF WORK. Contractor agrees to furnish all labor, equipment and materials, including tools, implements, and appliances and to perform all the work in a good and workmanlike manner, free from any and all liens and claims from mechanics, material suppliers, subcontractors, artisans, machinists, teamsters, freight carriers, and laborers, all in strict compliance with the Contract Documents, required for construction of the Project (the "Project") described as:

Castroville Elementary School

Paving Demolition for Fence Project

Proposal attached to this exhibit shall be considered part of the entire agreement.

Unless otherwise specifically noted, the Contractor shall provide and pay for all labor, materials, equipment, transportation, and other facilities and services necessary for the proper execution and completion of the Project. The Contractor shall at all times enforce strict discipline and good order among Contractor's employees and subcontractors and shall not employ on the Project anyone not skilled in the task assigned. Any employee of Contractor or employee of Contractor's subcontractors, suppliers or materialmen Owner deems not skilled for the task assigned shall, upon Owner's request, be dismissed from the site.

CONTRACT SUM. The Contract Sum is the total amount payable by Owner to Contractor for the performance of work under the Contract Documents. The Contract Sum is **Three Thousand Seven Hundred and 00/100** dollars (\$ **3,700.00**), unless modified in accordance with the Contract Documents.

COMPLETION DATE. The work to be completed under this Agreement shall begin no later than **July 16, 2015**, and be completed on or before **July 31, 2015** (the "Completion Date").

NORTH MONTEREY COUNTY UNIFIED SCHOOL DISTRICT

By:  _____

Name: Liann Reyes

Title: Asst. Supt. Bus. Svcs.

Date: July 9, 2015

Houlihan Development & Engineering

By:  _____

Name: Sean Houlihan

Title: President

Date: July 9, 2015

NORTH MONTEREY COUNTY UNIFIED SCHOOL DISTRICT

SHORT FORM MASTER CONSTRUCTION AGREEMENT

This Short Form Master Construction Agreement ("Agreement") is made this **14th** day of **July, 2015**, by and between North Monterey County Unified School District ("District") and **Henningsen Construction Co Inc.** ("Contractor"). District and Contractor agree as follows:

1. Services. District will assign projects (each, a "Project") to Contractor on an as needed basis during the term of this Agreement. Each Project shall be described by the District in a scope of work ("Scope of Work"), which shall be signed by both parties and attached hereto and incorporated herein as an exhibit, the first such exhibit being "Exhibit A", and so on. Each Scope of Work for a Project shall include at least the following: (1) a description of the work to be performed; (2) the contract price (each, a "Contract Price") for the Project; and (3) a Project schedule, including time for completion. Each Scope of Work shall be subject to ratification by the District's governing board.
2. Contract Price. The Contract Price for any Project shall not exceed \$45,000. No Contract Price will be increased over the course of a Project except pursuant to a valid Change Request (see Section 7 below) and written consent by District. Pursuant to Public Contract Code section 22300, unless Contractor submits securities, District will retain 10% of all progress payments with respect to a Project until Contractor completes its work and the District accepts the completed Project. Contractor will submit billing invoices on a monthly basis for work completed in that month. All billing invoices shall be due and payable thirty (30) days after the date of the invoice.
3. Term. The term of this Agreement shall be one (1) year from the date of this Agreement, unless earlier terminated in accordance with the terms hereof.
4. Payment Bond. If the Contract Price for any Project exceeds \$25,000, within ten (10) business days of execution of the Scope of Work for such Project, Contractor will provide the District with a corporate surety bond, in a sum not less than 100 percent of the amount of the Contract Price, to guarantee the payment of wages for services engaged and of bills contracted for materials, supplies, and equipment used in the performance of the Contract Price ("Payment Bond"). Contractor shall not proceed with any on-site construction activities with respect to a Project for which a Payment Bond is required until the Payment Bond for that Project has been secured and delivered to the District.
5. Contractor's License; Workforce Qualifications. In accordance with section 3300 of the Public Contract Code, Contractor has a Class "A" license which shall be maintained in good standing for the duration of the term of this Agreement. Contractor represents that it or its principals or employees assigned to a Project under this Agreement have or shall have in effect all licenses, credentials, permits and has otherwise all legal qualifications to perform such Project.

6. Liquidated Damages. Contractor agrees to complete each Project pursuant to the terms of this Agreement within the time for performance stated in the Scope of Work for such Project, unless Contractor receives a written extension of time for such Project from the District in accordance with section 7. Contractor's failure to complete a Project on time shall subject Contractor to liquidated damages. The actual occurrences of damages and the actual amount of damages which the District will suffer if a Project is are not completed on time is dependent upon many circumstances and conditions and, from the nature of the case, it is impracticable and extremely difficult to fix the actual damages occasioned by delay. Damages which the District would suffer in the event of delay include loss of use of the Project, disruption of District and school activities, cost of administration and the loss suffered by the public by reason of delay. Accordingly, the parties agree that the amount herein set forth as liquidated damages shall be presumed to be the amount of damages actually sustained by the District due to Contractor's failure to complete the Project on time. The amount of liquidated damages to be paid by Contractor to the District for failure to complete a Project on time will be \$500.00 for each calendar day by which completion of the Project is delayed beyond the time for performance stated in the Scope of Work for such Project.

7. Change Orders. The Contractor and the District agree that changes to a Scope of Work for a Project shall become effective only when written in the form of a change order approved and signed by the District and the Contractor. It is specifically agreed that the District shall have the right to request any alterations, deviations, reductions, or additions to a Project, and the amount of the cost thereof shall be added to or deducted from the amount of the Contract Price by fair and reasonable valuations. Contractor also agrees to provide the District with all information requested to substantiate the cost of the change order and to inform the District whether the work will be done by the Contractor or by a subcontractor. Any proposed change order must include sufficient information and dates to demonstrate whether and to what extent the change will delay the completion of the Project.

8. Warranty Period. The Contractor shall promptly correct any work found not to be in conformance with a Scope of Work for one year after District's written acceptance of such work. Contractor shall correct the work promptly, and passage of the applicable warranty period shall not release Contractor from its obligation to correct the work if District provided the written notice within the applicable warranty period. Contractor's obligation to correct the warranty item continues until the correction is made. After the correction is made to District's satisfaction, a new warranty period of the same length as the original warranty period shall run on the corrected work. The obligations under this section shall survive the termination or expiration of this Agreement and the acceptance of the work of any Project.

9. Indemnity. Contractor shall defend, indemnify, and hold harmless District and its agents, representatives, officers, consultants, employees, Board of Education, and members of the Board of Education, from and against any and all claims, demands,

liabilities, damages, losses, suits and actions, and expenses (including, but not limited to attorney fees and costs including fees of consultants) of any kind, nature and description directly or indirectly arising out of, connected with, or resulting from any act, error, omission, negligence, or willful misconduct of Contractor or the Contractor's agents, subcontractors, employees, material or equipment suppliers, invitees, or licensees in the performance of or failure to perform Contractor's obligations under this Agreement, including, but not limited to Contractor's use of any site, Contractor's work on any Project, Contractor's breach of any of the representations or warranties contained in this Agreement, or for injury to or death of persons or damage to property or delay or damage to the District. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to a party, person, or entity described in this paragraph.

10. Independent Contractor Status. While engaged in carrying out the terms and conditions of this Agreement, Contractor is an independent contractor, and not an officer, employee, agent, partner, or joint venturer of the District.

11. Subcontractors. If Contractor shall subcontract any part of the work, Contractor shall be fully responsible to Owner for acts or omissions of Contractor's subcontractors. Pursuant to Public Contract Code section 6109, no contractor may perform work on a public works project with a subcontractor who is ineligible to perform work on the project pursuant to California Labor Code sections 1777.1 or 1777.7.

12. Prevailing Wage. Pursuant to the provisions of Section 1770 et seq. of the Labor Code of the State of California, which are hereby incorporated by reference and made a part hereof, the Director of Industrial Relations has determined the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in the locality in which the work is to be performed, for each craft, classification or type of worker needed to execute the Projects. Per diem wages shall be deemed to include employer payments for health and welfare, pension, vacation, apprenticeship or other training programs, and similar purposes. Copies of the rates are on file at District's principal office. The rate of prevailing wage for any craft, classification or type of workmanship to be employed on any Project is the rate established by the applicable collective bargaining agreement which rate so provided is hereby adopted by reference and shall be effective for the life of this Agreement or until the Director of the Department of Industrial Relations determines that another rate be adopted. It shall be mandatory upon Contractor and on any subcontractor to pay not less than the said specified rates to all workers employed in the execution of this Agreement.

Contractor and any subcontractor under Contractor as a penalty to District shall forfeit not more than Fifty Dollars (\$50.00) for each calendar day or portion thereof for each worker paid less than the stipulated prevailing rates for such work or craft in which such worker is employed. The difference between such stipulated prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the stipulated prevailing wage rate shall be paid to each worker by Contractor.

Contractor and each subcontractor shall keep or cause to be kept an accurate record for work on each Project showing the names, addresses, social security numbers, work classification, straight time and overtime hours worked and occupations of all laborers, workers and mechanics employed by them in connection with the performance of this Agreement or any subcontract thereunder, and showing also the actual per diem wage paid to each of such workers, which records shall be open at all reasonable hours to inspection by District, its officers and agents and to the representatives of the Division of Labor Law Enforcement of the State Department of Industrial Relations.

13. Working Hours. In accordance with the provisions of Sections 1810 to 1815, inclusive, of the Labor Code of the State of California, which are hereby incorporated and made a part hereof, the time of service of any worker employed by Contractor or a subcontractor doing or contracting to do any part of a Project contemplated by this Agreement is limited and restricted to eight hours during any one calendar day and forty hours during any one calendar week, provided, that work may be performed by such employee in excess of said eight hours per day or forty hours per week provided that compensation for all hours worked in excess of eight hours per day, and forty hours per week, is paid at a rate not less than one and one-half (1½) times the basic rate of pay. Contractor and every subcontractor shall keep an accurate record showing the name of and the actual hours worked each calendar day and each calendar week by each worker employed by them in connection with any Project. The records shall be kept open at all reasonable hours to inspection by representatives of District and the Division of Labor Law Enforcement. Contractor shall as a penalty to District forfeit Twenty-five Dollars (\$25.00) for each worker employed in the execution of this Agreement by Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight hours in any one calendar day, and forty hours in any one calendar week, except as herein provided.

14. Apprentices. Contractor agrees to comply with Chapter 1, Part 7, Division 2, Sections 1777.5 and 1777.6 of the California Labor Code, which are hereby incorporated and made a part hereof. These sections require that contractors and subcontractors employ apprentices in apprenticeable occupations in a ratio of not less than one hour of apprentice's work for each five hours of work performed by a journeyman (unless an exemption is granted in accordance with Section 1777.5) and that contractors and subcontractors shall not discriminate among otherwise qualified employees as indentured apprentices on any public works solely on the ground of sex, race, religious creed, national origin, ancestry or color. Only apprentices as defined in Labor Code Section 3077, who are in training under apprenticeship standards and who have signed written apprentice agreements, will be employed on public works in apprenticeable occupations. The responsibility for compliance with these provisions is fixed with Contractor for all apprenticeable occupations.

15. Insurance. Contractor shall secure and maintain for the term of this Agreement insurance for commercial general liability, automobile liability, and workers' compensation. Upon execution of any Scope of Work, Contractor shall furnish to the

District proof of insurance consistent with this section 15. The District reserves the right, in its reasonable discretion, to require Contractor to purchase additional insurance coverage, or higher limits, with respect to any Project.

16. Compliance with Law. Contractor and its employees, agents and subcontractors shall comply with applicable law regarding construction or maintenance activities at the District sites, including but not limited to the fingerprinting requirements of Education Code section 45125.2. All equipment and supplies furnished, and/or all work performed, shall meet all applicable safety regulations of the Division of Industrial Safety of the State of California, and Health & Safety code of the State of California.

17. Termination. The District may terminate this Agreement upon three (3) days written notice to Contractor. Contractor shall be entitled to compensation for work performed up to the date of the notice of termination.

18. Disputes. If a dispute arises between the Owner and the Contractor as to an interpretation of the Scope of Work or as to the quality or sufficiency of materials or workmanship, the decision of the Owner shall for the time being prevail, and the Contractor, without delaying the job, shall proceed as directed by the Owner without prejudice to a final determination of the dispute.

19. Claims Less than \$375,000. Notwithstanding any other provision herein, claims of \$375,000 or less shall be resolved pursuant to the alternative dispute resolution procedures set forth in Public Contract Code sections 20104, et seq., including claim, response, informal meet and confer conference, non-binding mediation if a claim of over \$100,000 remains in dispute after the meet and confer conference, and Government Code claim. "Claim" for this purpose means a separate demand by the Contractor for a time extension, payment of money or damages arising from work done by or on behalf of the Contractor pursuant to this Agreement, for which payment is expressly provided, or the Contractor is otherwise entitled to, or an amount the payment of which is disputed by the Owner.

The Contractor shall submit its claim of \$375,000 or less to the Owner in writing before payment is made. The Owner shall respond within the time provided by statute. If the Contractor disagrees with the response or the Owner fails to respond within the time permitted, the Contractor shall notify the Owner of the disagreement in writing within fifteen (15) days from the date of the response or expiration of the time permitted to respond and demand a meet-and-confer conference. The Owner shall schedule a meet-and-confer conference within thirty (30) days of the demand. If not resolved at the meet-and-confer conference, then the claim shall be submitted to mediation. If the dispute is not resolved at mediation, the Contractor may initiate a civil action as set forth in Public Contract Code section 20104 et seq.

20. Assignment of Agreement. Contractor agrees not to assign, transfer or convey any rights accruing under this Agreement without the prior written consent of District.

21. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of California. The parties also agree that, in the event of litigation, venue shall be in the proper state or federal court located in Monterey County, California.

22. Notices. Communications hereunder shall be deemed given when delivered or mailed by registered mail, postage prepaid, to the parties at their respective places of business.

23. Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon District and Contractor and their respective successors and assigns.

24. Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or under unenforceable any other provision hereof.

25. Amendments. The terms of this Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement signed by the parties.

26. Entire Agreement. This Agreement constitutes the entire agreement between the parties. There are no understandings, agreements, representations or warranties, express or implied, not specified in this Agreement. Contractor, by the execution of this Agreement, acknowledges that Contractor has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

IN WITNESS WHEREOF the parties have executed this Agreement on the date first herein above written.

NORTH MONTEREY COUNTY UNIFIED SCHOOL DISTRICT

By:  _____

Name: Liann Reyes

Title: Asst. Supt. Bus. Svcs.

Date: 8/20/15

Henningsen Construction Co Inc.

By:  _____

Name: Brent Henningsen

Title: V.P.

Date: 8/3/15

Exhibit "A"

SCOPE OF WORK. Contractor agrees to furnish all labor, equipment and materials, including tools, implements, and appliances and to perform all the work in a good and workmanlike manner, free from any and all liens and claims from mechanics, material suppliers, subcontractors, artisans, machinists, teamsters, freight carriers, and laborers, all in strict compliance with the Contract Documents, required for construction of the Project (the "Project") described as:

North Monterey County High School

Softball Bleacher Demolition

Proposal attached to this exhibit shall be considered part of the entire agreement.

Unless otherwise specifically noted, the Contractor shall provide and pay for all labor, materials, equipment, transportation, and other facilities and services necessary for the proper execution and completion of the Project. The Contractor shall at all times enforce strict discipline and good order among Contractor's employees and subcontractors and shall not employ on the Project anyone not skilled in the task assigned. Any employee of Contractor or employee of Contractor's subcontractors, suppliers or materialmen Owner deems not skilled for the task assigned shall, upon Owner's request, be dismissed from the site.

CONTRACT SUM. The Contract Sum is the total amount payable by Owner to Contractor for the performance of work under the Contract Documents. The Contract Sum is **Four Thousand One Hundred Fifty and 00/100 dollars (\$ 4,150.00)**, unless modified in accordance with the Contract Documents.

COMPLETION DATE. The work to be completed under this Agreement shall begin no later than **August 1, 2015**, and be completed on or before **August 31, 2015** (the "Completion Date"). This addendum is not subject to liquidated damages.

NORTH MONTEREY COUNTY UNIFIED SCHOOL DISTRICT

By:  _____

Name: Liann Reyes

Title: Asst. Supt. Bus. Svcs.

Date: 8/20/15

Henningsen Construction Co. Inc.

By:  _____

Name: Brent Henningsen

Title: VP

Date: 8/3/15

HENNINGSSEN CONSTRUCTION CO., INC.
DEMOLITION - EXCAVATION - LAND CLEARING



LIC. NO. 279354
12 Spreckels Lane
Salinas, CA 93908-8941
Telephone (831) 455-2377
FAX (831) 455-2434

PROPOSAL

TO:

North Mtry County Unified School District
8142 Moss Landing Road
Moss Landing, CA 95039

JOB NUMBER 1221	DATE 7/7/2015
JOB NAME / LOCATION Softball Bleacher Demolition	
PHONE	FAX

We hereby submit specifications and estimates for:

Demolish and dispose of (2) bleachers. Relocate, grade and compact on-site base material for 2 new 12' x 30' x 3" bleacher pads. 3,800.00

Demolish and dispose of (1) spare bleacher. 350.00

Exclusions:

- Permits, notices, surveys, testing, engineering, layout or shoring
- Removal of any Hazardous Materials
- Utility disconnects, capping, cutting, removal or repair
- Temporary fencing or facilities
- Erosion control

We Propose hereby to furnish material and labor — complete in accordance with the above specifications, for the sum of: dollars (\$) **\$4,150.00**).

Payment to be made as follows:

Payment due upon receipt. Progress payment due every 30 days.

All material is guaranteed to be as specified. All work to be completed in a professional manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Worker's Compensation Insurance.

Acceptance of Proposal — The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance: 7/9/15

Authorized Signature

Note: This proposal may be withdrawn by us if not accepted within **30** days.

Signature

Signature

Exhibit "C"

SCOPE OF WORK. Contractor agrees to furnish all labor, equipment and materials, including tools, implements, and appliances and to perform all the work in a good and workmanlike manner, free from any and all liens and claims from mechanics, material suppliers, subcontractors, artisans, machinists, teamsters, freight carriers, and laborers, all in strict compliance with the Contract Documents, required for construction of the Project (the "Project") described as:

North Monterey County High School

LED Light Upgrade at Room 17

Proposal attached to this exhibit shall be considered part of the entire agreement.

Unless otherwise specifically noted, the Contractor shall provide and pay for all labor, materials, equipment, transportation, and other facilities and services necessary for the proper execution and completion of the Project. The Contractor shall at all times enforce strict discipline and good order among Contractor's employees and subcontractors and shall not employ on the Project anyone not skilled in the task assigned. Any employee of Contractor or employee of Contractor's subcontractors, suppliers or materialmen Owner deems not skilled for the task assigned shall, upon Owner's request, be dismissed from the site.

CONTRACT SUM. The Contract Sum is the total amount payable by Owner to Contractor for the performance of work under the Contract Documents. The Contract Sum is **Eight Thousand Five Hundred Forty 00/100**dollars (\$ **8,540.00**), unless modified in accordance with the Contract Documents.

COMPLETION DATE. The work to be completed under this Agreement shall begin no later than **July 27, 2015**, and be completed on or before **July 31, 2015** (the "Completion Date").

NORTH MONTEREY COUNTY UNIFIED SCHOOL DISTRICT

By: 

Name: Liann Reyes

Title: Asst. Supt. Bus. Svcs.

Date: July 16, 2015

Pettas Electric Inc.

By: 

Name: Frank Pettas

Title: President

Date: July 16, 2015

Estimate

Date	Estimate #
7/9/2015	67

Name / Address

[illegible]

Exhibit "D"

SCOPE OF WORK. Contractor agrees to furnish all labor, equipment and materials, including tools, implements, and appliances and to perform all the work in a good and workmanlike manner, free from any and all liens and claims from mechanics, material suppliers, subcontractors, artisans, machinists, teamsters, freight carriers, and laborers, all in strict compliance with the Contract Documents, required for construction of the Project (the "Project") described as:

North Monterey County High School

Electrical Upgrades at Photo MAC Lab

Proposal attached to this exhibit shall be considered part of the entire agreement.

Unless otherwise specifically noted, the Contractor shall provide and pay for all labor, materials, equipment, transportation, and other facilities and services necessary for the proper execution and completion of the Project. The Contractor shall at all times enforce strict discipline and good order among Contractor's employees and subcontractors and shall not employ on the Project anyone not skilled in the task assigned. Any employee of Contractor or employee of Contractor's subcontractors, suppliers or materialmen Owner deems not skilled for the task assigned shall, upon Owner's request, be dismissed from the site.

CONTRACT SUM. The Contract Sum is the total amount payable by Owner to Contractor for the performance of work under the Contract Documents. The Contract Sum is not to exceed **Eighteen Thousand 00/100** dollars (\$ **18,000.00**), unless modified in accordance with the Contract Documents.

COMPLETION DATE. The work to be completed under this Agreement shall begin no later than **July 20, 2015**, and be completed on or before **July 31, 2015** (the "Completion Date").

NORTH MONTEREY COUNTY UNIFIED SCHOOL DISTRICT

By: 

Name: Liann Reyes

Title: Asst. Supt. Bus. Svcs.

Date: July 16, 2015

Pettas Electric Inc.

By: 

Name: Frank Pettas

Title: President

Date: July 16, 2015

Pettas Electric Inc.

71 El Camino

Monterey, CA. 93940

Cal. License # 875596 Phone # 831-238-6464

pettaselectric@gmail.com

Name / Address

North Monterey County Unified School Dist
17590 Pesante Road
Salinas, CA 93907

Estimate

Date	Estimate #
7/9/2015	68



			Project
			Photo MAC lab
Description	Qty	Rate	Total
1. Material cost and labor to run 3 - 1 1/4" pipe in attic from IDF to lab.			
2. Material cost and labor to run power to 4 desk and printers as directed by NMCUSD.			
3. Material cost and labor to run CAT-6 wire as needed for lab class from IDF.			
Price not to exceed		18,000.00	18,000.00
Total			\$18,000.00

Exhibit "C"

SCOPE OF WORK. Contractor agrees to furnish all labor, equipment and materials, including tools, implements, and appliances and to perform all the work in a good and workmanlike manner, free from any and all liens and claims from mechanics, material suppliers, subcontractors, artisans, machinists, teamsters, freight carriers, and laborers, all in strict compliance with the Contract Documents, required for construction of the Project (the "Project") described as:

Echo Valley Elementary School

Demo & Rebuild Library Steps at Back Door & Demo Casework at Room 14

Proposal attached to this exhibit shall be considered part of the entire agreement.

Unless otherwise specifically noted, the Contractor shall provide and pay for all labor, materials, equipment, transportation, and other facilities and services necessary for the proper execution and completion of the Project. The Contractor shall at all times enforce strict discipline and good order among Contractor's employees and subcontractors and shall not employ on the Project anyone not skilled in the task assigned. Any employee of Contractor or employee of Contractor's subcontractors, suppliers or materialmen Owner deems not skilled for the task assigned shall, upon Owner's request, be dismissed from the site.

CONTRACT SUM. The Contract Sum is the total amount payable by Owner to Contractor for the performance of work under the Contract Documents. The Contract Sum is **Two Thousand Two Hundred Thirteen and 00/100 dollars (\$ 2,213.00)**, unless modified in accordance with the Contract Documents.

COMPLETION DATE. The work to be completed under this Agreement shall begin no later than **July 16, 2015**, and be completed on or before **July 31, 2015** (the "Completion Date").

NORTH MONTEREY COUNTY UNIFIED SCHOOL DISTRICT

By:  _____

Name: Liann Reyes

Title: Asst. Supt. Bus. Svcs.

Date: 8/20/15

Whitton Construction

By:  _____

Name: Ryan Whitton

Title: Owner Whitton Const.

Date: 8-19-15

Whitton Construction

Lic# 854554
1248 Vallejo St.
Seaside, CA 93955
ryanwhitton@comcast.net

Ryan Whitton
F: 831 324-0938
C: 831 277-4553

Proposal

Number: 329
Date: 7/14/2015

To:

Mark Harris. Echo Valley School.

Item	Description	Amount
	Library room. Remove existing rotten entry step, landing and handrail. Build new steps, and landing to match existing. Framing and decking will be pressure treated lumber. Build new hand railing 42 inches high, with 4x4 post, 2x6 cap and 2x2 pickets. Build new hand railing with redwood. Discard of rotten deck and debris.	
	Cost of materials. = -----	\$562.00
	Labor. = -----	\$920.00
	Dump Fees. = -----	\$100.00
	Total Cost of listed Work. =	\$1,582.00
	Pre K room #14. Demo and remove computer island cabinet and counter top. Patch counter top bullnose tie in.	
	Total cost of labor and dump fee. = -----	\$631.00
	Combined Cost Total. =	\$2,213.00