

## NOTICE OF AWARD

To: **Iryna Peravoznikava, Security  
Vitality Construction, Inc.  
271 Opportunity St. Suite A-B  
Sacramento, CA 95838**

Project Description: **ALPINE COUNTY UNIFIED SCHOOL DISTRICT /  
OFFICE OF EDUCATION  
2018 Prop 39 Lighting at Multiple Sites**

The District has considered the bid submitted by you for the above described work in response to its Notice Inviting Bids for the Project.

You are hereby notified that your bid has been accepted in the amount of: **\$116,947, including Base Scope with Alternate Equivalent Brands (James Fixtures /Integrated Retrofit Kits and Lunera or Equivalent TYPE C LED Tubes and Drivers, where specified.)**

You are required to execute the Contract and furnish the required Payment and Performance Bonds using the forms provided in the Contract Documents and the required certificates of insurance within ten (10) calendar days from the date of issuance of this Notice.

If you fail to execute the Contract and to furnish the bonds and insurance within ten (10) calendar days from the date of issuance of this Notice, the District will be entitled to consider all your rights arising out of its acceptance of your bid as abandoned and your Bid Bond forfeited. The District will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this Notice of Award to the District.

Dated this 22 day of August, 2018.

By:

  
Authorized District Signature

Name



Receipt of this above Notice of Award is hereby acknowledged by:

Vitality Construction Inc, this is the \_\_\_\_\_ day of \_\_\_\_\_, 2018.

By: \_\_\_\_\_

Title: \_\_\_\_\_

## NOTICE OF AWARD

To: **Iryna Peravoznikava, Security  
Vitality Construction, Inc.  
271 Opportunity St. Suite A-B  
Sacramento, CA 95838**

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You are required to return an acknowledged copy of this Notice of Award to the District.

Dated this 22 day of August, 2018.

By: \_\_\_\_\_  
Authorized District Signature

Name \_\_\_\_\_

Receipt of this above Notice of Award is hereby acknowledged by:

Vitality Construction Inc, this is the 4 day of Sept, 2018.

By: Vitaliy Timoshechuk

Title: CEO



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/30/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Insurance Mobile Services, Inc. P.O. BOX 2888  Granite Bay CA 95746	<b>CONTACT NAME:</b> CSR <b>PHONE (A/C, No, Ext):</b> 855-777-7832 Ext. 101 <b>FAX (A/C, No):</b> 855-777-2161 <b>E-MAIL ADDRESS:</b> certs@insurancemobile.com																					
<b>INSURED</b>  VITALITY CONSTRUCTION, INC 271 Opportunity St. Ste A  Sacramento CA 95838	<table border="1"><thead><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A :</td><td>MERCURY INSURANCE COMPANY</td><td></td></tr><tr><td>INSURER B :</td><td></td><td></td></tr><tr><td>INSURER C :</td><td></td><td></td></tr><tr><td>INSURER D :</td><td></td><td></td></tr><tr><td>INSURER E :</td><td></td><td></td></tr><tr><td>INSURER F :</td><td></td><td></td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A :	MERCURY INSURANCE COMPANY		INSURER B :			INSURER C :			INSURER D :			INSURER E :			INSURER F :		
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INSURER D :																						
INSURER E :																						
INSURER F :																						

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS			BA040000039342	12/5/2017	12/5/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A					PER STATUTE <input type="checkbox"/> OTHER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

1. 2015 FORD (1FTNR2XG5FKA12328)
2. 2000 FORD (1FDXF46F0YEC71246)
3. 2014 FORD (1FDWE3FS7EDA30131)

**CERTIFICATE HOLDER****CANCELLATION**

ALPINE COUNTY UNIFIED SCHOOL DISTRICT /  
OFFICE OF EDUCATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*Paul Metlenko*

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# CERTIFICATE OF LIABILITY INSURANCE

VITAL-1 OP ID: MT

DATE (MM/DD/YYYY)

08/30/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> North County Insurance P. O. Box 907 Escondido, CA 92033-0907 Rosalie Delaney	<b>CONTACT NAME:</b> North County Insurance	
	<b>PHONE (A/C, No, Ext):</b> 760-745-9511 <b>FAX (A/C, No):</b> 760-745-9157	
	<b>E-MAIL ADDRESS:</b> bfarkas@northcountyinsurance.com	
<b>INSURED</b> Vitality Construction, Inc.dba Vitality Electrical 271 Opportunity St. #A Sacramento, CA 95838	<b>INSURER(S) AFFORDING COVERAGE</b>	<b>NAIC #</b>
	<b>INSURER A:</b> U. S. Specialty Ins. Co.	29599
	<b>INSURER B:</b> Security National Ins. Co.	33120
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			U18AC102989-00	02/05/2018	02/05/2019	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
	<b>AUTOMOBILE LIABILITY</b>						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB			U18AC102989-00	02/05/2018	02/05/2019	EACH OCCURRENCE \$ 4,000,000
	<input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$ 4,000,000
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			SWC1199373	07/24/2018	07/24/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y / N					E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	Y	N / A				E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**CERTIFICATE HOLDER****CANCELLATION**

Alpine County Unified School  
District Board of Trustees of  
the Alpine County Unified  
43 Hawkside Dr  
Markleeville, CA 96120

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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## **B.6 OWNER-CONTRACTOR AGREEMENT**

This Agreement made and entered into this \_\_\_\_\_th day of \_\_\_\_\_, 2018, by and between Alpine County Unified School District of Alpine County, First Party, sometimes hereinafter called the Owner, and Vitality Construction Inc., Second Party, sometimes hereinafter called the Contractor,

WITNESSETH: That the parties hereto mutually covenanted and agreed, and by these presents do covenant and agree with each other, as follows:

- 1 The ADVERTISEMENT FOR BIDS, ACCEPTED BID, LIST OF SUBCONTRACTORS, INSTRUCTIONS TO BIDDERS, WORKER'S COMPENSATION INSURANCE CERTIFICATE, GENERAL CONDITIONS, SUPPLEMENTARY CONDITIONS, LABOR AND MATERIALS PAYMENT BOND and PERFORMANCE BOND are attached to and are a part of this Agreement. The complete Contract includes also the Drawings, Specifications, all items listed in the bid package and all modifications and amendments thereto. All Contract Documents are intended to cooperate so that any work called for in one and not mentioned in the other, or vice versa, is to be executed the same as if mentioned in all Contract Documents.
- 2 The said Contractor agrees to furnish all tools, equipment, apparatus, facilities, transportation, labor, and material, other than material, if any, agreed to be furnished by the Owner hereunder, necessary to perform and complete, and to perform and complete in a good and workmanlike manner, the work of

**Prop 39 Lighting at Multiple Sites, including Base Scope with Alternate Equivalent Brands (James Fixtures / Integrated Retrofit Kits and Lunera or Equivalent TYPE C LED Tubes and Drivers, where specified.)**

as called for, and in the manner designated in, and in strict conformity with this Agreement, and with the Performance Specifications adopted by the Board of Trustees, and are hereby specifically referred to and made a part of this Agreement with like effect as if fully set forth herein.

3. It is understood and agreed that said tools, equipment, apparatus, facilities, transportation, labor, and material shall be furnished and said work performed and completed as required in said Drawings and Technical Specifications under the direction and supervision of, and subject to the approval of, the Engineer and Owner. The Engineer, and/or the Owner shall have the right to accept or reject materials or workmanship, and to determine when the Contractor has complied with the conditions of the Contract. The Inspector employed by the Owner shall represent the Owner on the Project.
4. The Owner agrees to pay and the Contractor agrees to accept, in full payment for the work above agreed to be done, the sum of **One Hundred Sixteen Thousand Nine Hundred and Forty Seven DOLLARS, (\$116,947.00).**
5. The Contractor will be required to execute and submit a Certificate Regarding Non-use of Asbestos Containing Materials.
6. The Contractor shall prosecute the Work in a prompt, diligent and workmanlike manner. It is understood and agreed that the Work shall be completed within **60** calendar days from the date stipulated on the written Notice to Proceed, unless extension of time or suspension of the Work is authorized as provided in the Conditions of the Contract.
7. Should the work contracted for under this Agreement not be completed within the Contract Period plus, if any, authorized extension of time, there will be deducted from any money due or that may become due the Contractor under the Contract the sum five hundred dollars (\$500.00) as liquidated damages and not as a penalty, for each day's delay after the expiration of said time until the final physical completion of said Work and its delivery to and acceptance by the Owner.
8. Copies of the prevailing rate of per diem wages as determined by the Director of the Department of Industrial Relations in accordance with Labor Code Section 1773 are on file at the Owner's office, and copies are available for inspection at that office to any interested party on request.
9. The Contractor agrees to comply with Labor Code Section 1775 (Payment of Prevailing Wage Rates) and Labor Code Section 1776 (Keeping Accurate Payroll Records) and Labor Code Section 1777.5, placing the responsibility for compliance with the statutory requirements for all apprenticeable occupations on the prime contractor. The Contractor shall comply with the requirements imposed by California Labor Code Sections 1720 through 1815 regarding public works projects and prevailing wage law.
10. In the event of any action or proceeding brought by one party against the other party under this Agreement, the prevailing party shall be entitled to recover for the fees of its attorneys in such action or proceeding in such an amount as the court may judge reasonable.

IN WITNESS WHEREOF, the said Board of Trustees has caused this Agreement to be subscribed by its duly authorized officer in its behalf, and the said Party of the Second Part has signed this Agreement the day and year first above written.

Alpine County Unified School District of Alpine County, a Political Subdivision of the State of California

By \_\_\_\_\_ Date \_\_\_\_\_  
Authorized Signatory for District

By Vitality Construction Inc Date 09.04.18  
Contractor

APPROVED BY LEGAL COUNSEL \_\_\_\_\_ DATE \_\_\_\_\_

**B.6.1 ADDENDUM TO OWNER-CONTRACTOR AGREEMENT**  
**BETWEEN ALPINE COUNTY UNIFIED SCHOOL DISTRICT AND**  
**(Vitality Construction Inc.,) CONTRACTOR**

**(Note: in the event of a conflict between the terms and conditions set forth in this Addendum and the Contract, General Conditions, or other agreements, the terms of this Addendum shall prevail)**

The Alpine County Unified School District ("Owner" and/or "District") and Vitality Construction Inc., ("Contractor") mutually agree to incorporate the terms and conditions of this Addendum into the Owner-Contractor Agreement between the parties for the Prop 39 Lighting Projects at multiple sites, Alpine County, California, as follows:

**11. APPLICABLE LAW**

The terms and provisions of this Agreement shall be construed in accordance with the laws of the State of California. If any action is brought in a court of law to enforce any term of this Agreement, the action shall be brought in a state court situated in the County of Alpine, State of California, unless a court finds jurisdiction or venue is only proper in a federal court, or a court outside this county. In the event of any such litigation between the parties, the prevailing party shall be entitled to recover all reasonable costs incurred, including reasonable attorneys' fees, as determined by the courts or arbitrator(s).

**12. PROGRESS PAYMENTS FOR CONSTRUCTION SERVICES** Subject to the provisions set forth in this Contract, each month while Contractor is providing services, District shall pay to Contractor a sum equal to ninety-five percent (95%) of the value of the construction service work performed up to the last day of the previous month, less the aggregate of previous payments

**13. ACCESS TO WORK**

District and its representatives shall at all times have access to the work of the Project. Contractor shall provide safe and proper facilities for such access. District representatives shall check in with the Project Superintendent and observe all safety requirements of Contractor. All persons entering the Project site shall comply with Contractor's safety requirements..

**14. OTHER PROVISIONS OF LAW**

Each and every provision of law and clause required by law to be inserted shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included herein. If through mistake or otherwise any such provision is not inserted, or is not currently inserted, then upon application of either party, the Contract shall forthwith be physically amended to make such insertion or correction.

**15. RATIFICATION BY THE BOARD OF EDUCATION**

Pursuant to the provisions of Education Code section 17604, this Contract is not enforceable and is invalid unless and until it is approved and/or ratified by the governing board of the Alpine County Unified School District, as evidenced by a motion of said board duly passed and adopted.

**16. Termination for Convenience.**

(1) The District may terminate performance of the Project called for by the Contract Documents in whole or, from time to time, in part, if the District determines that a termination is in the District's interest for any reason or no reason. Contractor shall terminate all or any part of the Project upon delivery to Contractor of a "Notice of Termination" specifying that the termination is for the convenience of the District, the extent of termination, and the "Effective Date" of such termination. After receipt of Notice of Termination, and except as directed by the District, Contractor shall, regardless of any delay in determining or adjusting any amounts due under this Termination for Convenience clause, immediately proceed with the following obligations:

(a) Stop work as specified in the Notice of Termination;

(b) Complete any work specified in the Notice of Termination in a least cost/shortest time manner while still maintaining the quality called for under the Contract Documents;

(c) Leave the property upon which Contractor was working and upon which the facility (or facilities) forming the basis of the Contract Documents is situated in a safe and sanitary manner such that it does not pose any threat to the public health or safety;

(d) Terminate all subcontracts with Subcontractors to the extent that they relate to the portions of the work terminated;

(e) Place no further subcontracts or orders, except as necessary to complete the continued portion of the Project; and (f) Submit to the District within thirty (30) days from the Effective Date of the Notice of Termination, all of the usual documentation called for by the Contract Documents to substantiate all costs incurred by Contractor for labor, materials and equipment through the Effective Date of the Notice of Termination. Any documentation substantiating costs incurred by Developer solely as a result of the District's exercise of its right to terminate this Agreement pursuant to this clause which costs Developer is authorized under this Agreement to incur, shall: (i) be submitted to and received by the District no later than thirty (30) days after the Effective Date of the Notice of Termination; (ii) describe the costs incurred with particularity, and (iii) be conspicuously identified as "Termination Costs occasioned by the District's Termination for Convenience."

17. All other terms and conditions of the Contract remain unchanged.

Dated: \_\_\_\_\_, 2018

Alpine County Unified School District by :

\_\_\_\_\_

Contractor by:

Vitality Construction, Inc



**Attachments to Contract**

**ATT 1. PRC 26206(d) Attachment**

**ATT 2. RFP Documents and Addenda**

**ATT 3. Contractor's Bid and Price Breakdown**

**Attachment to Contract Per PRC 26206(d)**

As per Public Resources Code Section 26206(d), "All projects shall require contracts that identify the project specifications, cost, and projected energy savings."

The ALPINE COUNTY UNIFIED SCHOOL DISTRICT / OFFICE OF EDUCATION's 2018 Prop 39 Lighting at Multiple Sites key details are as follows:

- **Project Descriptions:** LED upgrades per the Prop 39 Lighting that are fully described in the RFP specifications.
- **Contract Amount:** \$116,947
- **Projected Savings:** 53,479 kWh per EEP's

Alpine County USD  
/ Office of Education

By: \_\_\_\_\_  
Individual Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

Contractor  
Validity Construction Inc.

980907 C-10

Contractor License No. and

By: *[Signature]*  
Individual Signature

CEO

Title

09.04.18  
Date

ATT 1. RFP Documents and Addenda

**ALPINE COUNTY UNIFIED SCHOOL  
DISTRICT / OFFICE OF EDUCATION**

**REQUEST FOR PROPOSALS**

**NO. 2018Prop39LIGHTING  
at Multiple Sites**

**DATED July 16, 2018**

**(Proposition 39 LIGHTING)**

## TABLE OF CONTENTS

<b>A. INVITATION NOTICE .....</b>	<b>1</b>
<b>B. BID PACKAGE .....</b>	<b>1</b>
<b>B.1 INSTRUCTIONS TO BIDDERS .....</b>	<b>1</b>
<b>B.2 PROPOSAL FORM.....</b>	<b>1</b>
<b>B.2.1 PRICE BREAKOUT SHEET .....</b>	<b>1</b>
<b>B.2.2 AGREEMENT .....</b>	<b>10</b>
<b>B.3 NON-COLLUSION AFFIDAVIT .....</b>	<b>1</b>
<b>B.4 LIST OF SUBCONTRACTORS .....</b>	<b>2</b>
<b>B.5 BID BOND FORM .....</b>	<b>1</b>
<b>B.6 OWNER-CONTRACTOR AGREEMENT .....</b>	<b>1</b>
<b>B.6.1 ADDENDUM TO OWNER-CONTRACTOR AGREEMENT .....</b>	<b>1</b>
<b>B.7 PAYMENT BOND FORM.....</b>	<b>1</b>
<b>B.8 PERFORMANCE BOND FORM.....</b>	<b>1</b>
<b>B.9 GUARANTEE FORM .....</b>	<b>1</b>
<b>B.10 DRUG-FREE WORKPLACE CERTIFICATION .....</b>	<b>1</b>
<b>C. SCHEDULE OF EVENTS .....</b>	<b>1</b>
<b>APPENDIX A- PROJECT MANUAL, SPECIFICATIONS.....</b>	<b>1</b>
1. Project Summary .....	1
2. Specifications .....	1
3. Detailed Scope .....	1
4. Attachments.....	1
4.1 Title 24 Trigger Sheets .....	1
4.2 Site Maps .....	1
4.3 Sample Cutsheets/Basis of Design .....	1

## A. Invitation Notice

### **Alpine County Unified School District and Office of Education Prop 39 Lighting Projects**

1. Notice is hereby given that the Board of Trustees of the Alpine County Unified School District / COE of Alpine County ("District") will receive sealed bids for the furnishing of all labor, materials, transportation, equipment and services necessary for the Prop 39 Lighting Project ("Project") up to, but not later than **1:00 PM, on August 10, 2018**, and will thereafter publicly open and read aloud the bids. All bids shall be received at the office of Klaus Leitenbauer, Business Manager, Alpine County Unified School District, 43 Hawkside Drive, Markleeville, CA 96120. Bid proposals not received by the time and date listed above will be rejected.

The project includes lighting upgrades at these District's sites: Diamond Valley, COE, Alpine County Secondary Community Day, Alpine County Opportunity, and Early Learning Center in Markleeville; and Bear Valley Elementary in Bear Valley.

2. Each bid shall be completed on the Bid Proposal Form included in the Bid Package and must conform and be fully responsive to this invitation, the performance specifications and all other Contract Documents. Provide one (1) printed copy and one (1) electronic copy in a flash drive.
3. Electronic copies of this RFP and the bid documents can be **downloaded at** <https://drive.google.com/drive/folders/1JPe4Je0LyML6BHZOkuFLiMJkGufZtnup?usp=sharing>  
All inquiries regarding the Project are to be directed to King Tang at [king.tang@clearesult.com](mailto:king.tang@clearesult.com)
4. Bid Bond of 10% of total bid amount is required.
5. The successful bidder shall comply with the provisions of the Labor Code pertaining to payment of the generally prevailing rate of wages and apprenticeships or other training programs. The Department of Industrial Relations has made available the general prevailing rate of per diem wages in the locality in which the work is to be performed for each craft, classification or type of worker needed to execute the Contract, including employer payments for health and welfare, pension, vacation, apprenticeship and similar purposes. Copies of these prevailing rates are available to any interested party upon request and are online at <http://www.dir.ca.gov/DLSR>. The Contractor and all Subcontractors shall pay not less than the specified rates to all workers employed by them in the execution of the Contract. It is the Contractor's responsibility to determine any rate change.
6. The schedule of per diem wages is based upon a working day of eight hours. The rate for holiday and overtime work shall be at least time and one half.
7. The substitution of appropriate securities in lieu of retention amounts from progress payments in accordance with Public Contract Code §22300 is permitted.
8. Pursuant to Public Contract Code §4104, each bid shall include the name and location of the place of business of each subcontractor who shall perform work or service or fabricate or install work for the contractor in excess of one-half of one percent (1/2 of 1%) of the bid price. The bid shall describe the type of the work to be performed by each listed subcontractor.
9. The Alpine County Unified School District is an equal opportunity employer. This bid is not subject to Disabled Veteran Business Enterprise requirements.
10. The project is subject to compliance monitoring and enforcement by the California Department of Industrial Relations. In accordance with SB 854, all bidders, contractors and subcontractors working at the site shall be duly registered with the Department of Industrial Relations at time of bid opening and at all relevant times. Proof of registration shall be provided as to all such contractors prior to the commencement of any work.
11. Each bidder shall possess at the time the bid is awarded the following classification(s) of California State Contractor's license: C-10
12. Bidders' Conference and Walk Through. A mandatory bidders' conference will be held at **43 Hawkside Drive Markleeville, CA 96120 at 9 AM, July 31, 2018** for the purpose of acquainting all prospective bidders with the

Contract Documents and the Project site. A job walk through to all sites will take place immediately after. Failure to attend the conference may result in the disqualification of the bid of the non-attending bidder.

13. The Governing Board of the Alpine County Unified School District reserves the right to reject any and all bids and/or waive any irregularities in any bid received. No bidder may withdraw his bid for a period of ninety (90) days after acceptance or rejection of the successful bid within that period of time.

By: Klaus Leitenbauer, Alpine County Unified School D

## **B. Bid Package**

TO: CONTRACTORS

PROJECT: Prop 39 Lighting at Multiple Sites

BEFORE STARTING WORK, AT MINIMUM, THE FOLLOWING CRITERIA MUST BE MET.

1. ANYTHING **OVER \$500.00 and LESS THAN \$999.99** REQUIRE:
  - A. THE INDIVIDUAL/COMPANY TO HOLD A VALID CALIFORNIA CONTRACTOR'S LICENSE
2. PROJECTS OF **\$1,000.00 and LESS THAN \$14,999.99** REQUIRE:
  - A. VALID CALIFORNIA CONTRACTOR'S LICENSE
  - B. PAYMENT OF PREVAILING WAGE AS APPLICABLE
3. PROJECTS OF **\$15,000.00 or MORE** REQUIRE THE FOLLOWING AT BID TIME:
  - A. PROPOSAL FORM
  - B. AGREEMENT FORM
  - C. NON COLLUSION AFFIDAVIT
  - D. SUBCONTRACTOR LIST
  - ~~E. STATEMENT OF EXPERIENCE~~
  - F. BID BOND
  - G. COPY OF CALIFORNIA CONTRACTOR'S LICENSE

### **POST BID**

- A. PAYMENT BOND
  - B. PERFORMANCE BOND
  - C. PAYMENT OF PREVAILING WAGE AS APPLICABLE
  - D. CERTIFIED PAYROLL
  - E. SEE INSTRUCTIONS TO BIDDERS FOR FURTHER DOCUMENTS REQUIRED
4. **FOR ALL PROJECTS - A COPY OF THE COMPANY'S**
  - A. CERTIFICATE OF LIABILITY INSURANCE, COMBINED SINGLE LIMIT OF NO LESS THAN \$1,000,000.00 PER OCCURRENCE
  - B. CERTIFICATE OF WORKER'S COMPENSATION INSURANCE, AMOUNT AND FORM TO MEET ALL APPLICABLE REQUIREMENTS OF THE LABOR CODE, SECTIONS 1861 AND 3700 OF THE STATE OF CALIFORNIA
  - C. DEPARTMENT OF JUSTICE CERTIFICATION IF APPLICABLE (Fingerprinting)

**NOTE: ABOVE DOCUMENTS AND ALL OTHER FORMS INCLUDED IN THIS PACKAGE MUST BE COMPLETE, SUBMITTED AND ON FILE AT ALPINE COUNTY UNIFIED SCHOOL DISTRICT / COUNTY OFFICE OF EDUCATION PRIOR TO WORK BEGINNING – NO EXCEPTIONS.**

CONTRACTOR: Vitality Construction Inc

PRINT NAME: Vitaliy Timoshchuk

SIGNATURE: 

DATE: 09.04.18

## **B.1 INSTRUCTIONS TO BIDDERS**

The Project Team consists of the following

District:	Alpine County Unified School District / COE
District Representative:	Klaus Leitenbauer
Energy Project Consultant	King Tang / CLEAResult
The Inspector:	TBD

### **Bidding Documents**

The "Bidding Documents" shall include the Notice to Bidders, Instructions to Bidders, Proposal Form, Subcontractor Listing Form, Non-collusion Affidavit, Agreement for Construction, Bid Security, Performance/Labor & Material Bond Forms, Special Provisions, Exhibits, Technical Specifications for the Project, Addenda, and Preliminary Construction Schedule.

### **Pre-Bid Conference**

The Mandatory Pre-bid Conference will be held at 9:00AM on July 31, 2018

### **Liquidated Damages**

For information regarding LD's, refer to Proposal Form. \$500/day.

### **Bid Security**

- A. All bids must be valid for 90 days after bid date.
- B. Each proposal shall be accompanied by Bid Security, pledging that the Bidder will enter into the contracts with the District in accordance with the terms stated in the proposal, and will furnish bonds. The Bid Security for the two lowest responsive responsible Bidders will be returned to Bidders within ten (10) days after construction contracts have been signed. Should the Bidder fail or refuse to enter into the contracts or fail to furnish such Bonds, the Bidder shall be liable for all the cost of securing the supplies or service which exceeds the amount of its bid.
- C. Bid Security shall be in the amount of ten percent (10%) of the Combined Base Bid Amount, including additive Alternate Bids.
- D. Bid Security shall be in the form of a Bid Bond, Cashier's Check or a Certified Check, or Cash. The Surety Company issuing the bid bond must be authorized to do business in California. The District shall be listed as obligee on the bond or payee on the check.
- E. If a Bid Bond is submitted, the attorney-in-fact who executes the bond on behalf of the Surety shall attach to the Bond a certified, current copy of its Power of Attorney.

### **Bid Opening and Contract Awards**

- A. Bids will be opened publicly and read aloud at the time and date established in the Notice to Bidders. Bid Summaries may be made available to Bidders not sooner than 24 hours after the Bid Date.
- B. Contracts will be awarded to the lowest responsive responsible Bidder based on any combination of combined Base Bid amount and Alternates as determined by the District. All awards will be made in the District's best interest.
- C. The District reserves the right to waive any informality or irregularity in any Proposal.
- D. The District reserves the right to reject any and all proposals.

### **Post-Bid Submittals**

- A. The District may elect to issue a Notice of Intent to Award to the successful Bidder prior to the District's execution of the Agreement for Construction.



- B. Upon receipt of such a Notice of Intent to Award, the successful Bidder shall review it for completeness and accuracy, execute the Agreement for Construction, and return it to the District Representative.
- C. Should a Notice of Intent to Award be issued, the successful Bidder shall submit all required Post-Bid documents no later than the tenth (10th) day following the date of issuance of the Notice of Intent to Award. The Post-Bid documents include:
  - 1. Payment Bond for 100% of the contract sum.
  - 2. Performance Bond for 100% of the contract sum.
  - 3. Insurance Certificates
  - 4. Name of the full-time superintendents and contact information.
  - 5. Emergency contact names and numbers (Include after-hours phone numbers)
  - 6. Name of the person(s) authorized to sign documents for this project.
  - 7. List of all subcontractors and suppliers with their addresses, telephone and fax numbers.
  - 8. Name and qualifications of supervising technician for electrical and low voltage issues
  - 9. Anticipated Project Schedule ensuring projects completion by specified date
- D. Should a Notice to Proceed letter be issued, the successful Bidder shall submit the following, prior to submission of application for request on first payment:
  - 1. Fingerprint documentation for all persons working on school site(s) when applicable

#### Contractor's and Subcontractor's License

The Contractor shall conduct the Work so that all laws and ordinances for the protection of the public and the workers shall be obeyed fully both by the Contractor and by all subcontractors on the Site.

The Contractor shall comply with the requirements of the California State Licensing Board and have a valid contractor's license which is to be active as to the date of the receipt of bids and maintained in "Good Standing" from the receipt of bids throughout the Project. The class of license required is as indicated in the Notice to Bidders. A C-10 will be required.

#### Permits

The Contractor shall give all notices and comply with all laws, ordinances, rules, regulations or orders of any public authority bearing on the performance of the Work

#### Subcontractor Listing

Pursuant to the provisions of Sections 4100 to 4114, inclusive, of the California Public Contracts Code, every Bidder shall in its bid set forth:

- A. The name and location of the place of business of each subcontractor.
- B. The portion of the Work that will be done by each subcontractor, including for additive Alternate Bids. If the Bidder fails to specify a subcontractor for any portion of the Work to be performed under the Contract in excess of one half (1/2) of one percent (1%) of the Bidder's Combined Base Bid Amount, including additive Alternate Bids, the Bidder agrees that it is fully qualified to perform that portion itself, and that the Bidder shall perform that portion itself. The successful Bidder shall not, without the written consent of the District, either:
  - 1. Substitute any person as subcontractor in place of the subcontractor designated in the original bid.
  - 2. Permit any subcontract to be assigned or transferred or allow it to be performed by anyone other than the original subcontractor listed in the bid.
  - 3. Sublet or subcontract any portion of the Work in excess of one half (1/2) of one percent (1%) of the Combined Base Bid Amount, including additive Alternate Bids, as to which its original bid did not designate a subcontractor.

#### Construction Sets of Plans and Specifications

Detailed lighting spreadsheets, sketches of floor plans, and performance specifications have been provided with the bid package. No current scaled lighting drawings available for these sites.

#### Taxes

Taxes shall be included in the bid prices.

Anti-Discrimination

It is the policy of the District that in connection with all work performed under contracts, there will be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, gender, age or marital status. The bidder agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment and Housing Act, beginning with Government Code section 12900, and Labor Code section 1735. In addition, the bidder agrees to require like compliance by any subcontractor employed on the work.

Fingerprinting

The successful bidder shall comply with the requirements of Education Code sections 45125.1 and 45125.2 prior to commencement of work on the Project.

Bid Evaluation

Method of Determining Lowest Bid. Pursuant to Public Contract Code §20103.8, if the bid solicitation includes additive and/or deductive items, the checked [X] method shall be used to determine the lowest bid: [check one]

☐ (a) The lowest bid shall be the lowest bid price on the base contract without consideration of the prices on the additive or deductive items.

☒ (b) The lowest bid shall be the lowest total of the bid prices on the base contract and those additive or deductive items that were specifically identified in the bid solicitation or Bid Proposal Form as being used for the purpose of determining the lowest bid price.

☐ (c) The lowest bid shall be the lowest total of the bid prices on the base contract and those additive or deductive items taken in order from a specifically identified list of those items that, when in the solicitation, and added to, or subtracted from, the base contract, are less than, or equal to, a funding amount publicly disclosed by the District before the first bid is opened.

☐ (d) The lowest bid shall be determined in a manner that prevents any information that would identify any of the bidders or the proposed Subcontractors or suppliers from being revealed to the public entity before the ranking of all bidders from lowest to highest has been determined.

If no method is checked, sub-paragraph (a) shall be used to determine the lowest bid.

Notwithstanding the method used by the District to determine the lowest responsible bidder, the District retains the right to add to or deduct from the Contract any of the items included in the bid solicitation.

END OF SECTION

6. The Contractor shall prosecute the Work in a prompt, diligent and workmanlike manner. It is understood and agreed that the Work shall be completed within \_\_\_\_\_ calendar days from the date stipulated on the written Notice to Proceed, unless extension of time or suspension of the Work is authorized as provided in the Conditions of the Contract.
7. Should the work contracted for under this Agreement not be completed within the Contract Period plus, if any, authorized extension of time, there will be deducted from any money due or that may become due the Contractor under the Contract the sum five hundred dollars (\$500.00) as liquidated damages and not as a penalty, for each day's delay after the expiration of said time until the final physical completion of said Work and its delivery to and acceptance by the Owner.
8. Copies of the prevailing rate of per diem wages as determined by the Director of the Department of Industrial Relations in accordance with Labor Code Section 1773 are on file at the Owner's office, and copies are available for inspection at that office to any interested party on request.
9. The Contractor agrees to comply with Labor Code Section 1775 (Payment of Prevailing Wage Rates) and Labor Code Section 1776 (Keeping Accurate Payroll Records) and Labor Code Section 1777.5, placing the responsibility for compliance with the statutory requirements for all apprenticeable occupations on the prime contractor. The Contractor shall comply with the requirements imposed by California Labor Code Sections 1720 through 1815 regarding public works projects and prevailing wage law.
10. In the event of any action or proceeding brought by one party against the other party under this Agreement, the prevailing party shall be entitled to recover for the fees of its attorneys in such action or proceeding in such an amount as the court may judge reasonable.

IN WITNESS WHEREOF, the said Board of Trustees has caused this Agreement to be subscribed by its duly authorized officer in its behalf, and the said Party of the Second Part has signed this Agreement the day and year first above written.

Alpine County Unified School District of Alpine County, a Political Subdivision of the State of California

By \_\_\_\_\_ Date \_\_\_\_\_  
Authorized Signatory for District

By Vitality Construction Inc Date 09.04.18  
Contractor

APPROVED BY LEGAL COUNSEL \_\_\_\_\_ DATE \_\_\_\_\_

**B.6.1 ADDENDUM TO OWNER-CONTRACTOR AGREEMENT**  
**BETWEEN ALPINE COUNTY UNIFIED SCHOOL DISTRICT AND**  
**( ) CONTRACTOR**

**(Note: in the event of a conflict between the terms and conditions set forth in this Addendum and the Contract, General Conditions, or other agreements, the terms of this Addendum shall prevail)**

The Alpine County Unified School District ("Owner" and/or "District") and \_\_\_\_\_ ("Contractor") mutually agree to incorporate the terms and conditions of this Addendum into the Owner-Contractor Agreement between the parties for the Prop 39 Lighting Projects at multiple sites, Alpine County, California, as follows:

**11. APPLICABLE LAW**

The terms and provisions of this Agreement shall be construed in accordance with the laws of the State of California. If any action is brought in a court of law to enforce any term of this Agreement, the action shall be brought in a state court situated in the County of Alpine, State of California, unless a court finds jurisdiction or venue is only proper in a federal court, or a court outside this county. In the event of any such litigation between the parties, the prevailing party shall be entitled to recover all reasonable costs incurred, including reasonable attorneys' fees, as determined by the courts or arbitrator(s).

**12. PROGRESS PAYMENTS FOR CONSTRUCTION SERVICES** Subject to the provisions set forth in this Contract, each month while Contractor is providing services, District shall pay to Contractor a sum equal to ninety-five percent (95%) of the value of the construction service work performed up to the last day of the previous month, less the aggregate of previous payments

**13. ACCESS TO WORK**

District and its representatives shall at all times have access to the work of the Project. Contractor shall provide safe and proper facilities for such access. District representatives shall check in with the Project Superintendent and observe all safety requirements of Contractor. All persons entering the Project site shall comply with Contractor's safety requirements..

**14. OTHER PROVISIONS OF LAW**

Each and every provision of law and clause required by law to be inserted shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included herein. If through mistake or otherwise any such provision is not inserted, or is not currently inserted, then upon application of either party, the Contract shall forthwith be physically amended to make such insertion or correction.

**15. RATIFICATION BY THE BOARD OF EDUCATION**

Pursuant to the provisions of Education Code section 17604, this Contract is not enforceable and is invalid unless and until it is approved and/or ratified by the governing board of the Alpine County Unified School District, as evidenced by a motion of said board duly passed and adopted.

**16. Termination for Convenience.**

(1) The District may terminate performance of the Project called for by the Contract Documents in whole or, from time to time, in part, if the District determines that a termination is in the District's interest for any reason or no reason. Contractor shall terminate all or any part of the Project upon delivery to Contractor of a "Notice of Termination" specifying that the termination is for the convenience of the District, the extent of termination, and the "Effective Date" of such termination. After receipt of Notice of Termination, and except as directed by the District, Contractor shall, regardless of any delay in determining or adjusting any amounts due under this Termination for Convenience clause, immediately proceed with the following obligations:

(a) Stop work as specified in the Notice of Termination;

(b) Complete any work specified in the Notice of Termination in a least cost/shortest time manner while still maintaining the quality called for under the Contract Documents;

(c) Leave the property upon which Contractor was working and upon which the facility (or facilities) forming the basis of the Contract Documents is situated in a safe and sanitary manner such that it does not pose any threat to the public health or safety;

(d) Terminate all subcontracts with Subcontractors to the extent that they relate to the portions of the work terminated;

(e) Place no further subcontracts or orders, except as necessary to complete the continued portion of the Project; and (f) Submit to the District within thirty (30) days from the Effective Date of the Notice of Termination, all of the usual documentation called for by the Contract Documents to substantiate all costs incurred by Contractor for labor, materials and equipment through the Effective Date of the Notice of Termination. Any documentation substantiating costs incurred by Developer solely as a result of the District's exercise of its right to terminate this Agreement pursuant to this clause which costs Developer is authorized under this Agreement to incur, shall: (i) be submitted to and received by the District no later than thirty (30) days after the Effective Date of the Notice of Termination; (ii) describe the costs incurred with particularity, and (iii) be conspicuously identified as "Termination Costs occasioned by the District's Termination for Convenience."

17. All other terms and conditions of the Contract remain unchanged.

Dated: \_\_\_\_\_, 2018

Alpine County Unified School District by :

\_\_\_\_\_

Contractor by:

Vitality Construction Inc

## B.9 GUARANTEE FORM

To: ALPINE COUNTY UNIFIED SCHOOL DISTRICT / COE

Site: Multiple sites, Alpine county

{Contractor's Name} Vitality Construction Inc hereby unconditionally guarantees that the Work performed for (Project) prop 39 lighting project at multiple sites has been done in accordance with the requirements of the Contract therefore and further guarantees the Work of the Contract to be and remain free of defects in workmanship and materials for a period of **two (2) years** from and after the recordation of the Notice of Completion of the Project and completion of all Contract obligations by the Contractor, including formal acceptance of the entire Project by the District, unless a longer guarantee period is called for by the Contract Documents, in which case the terms of the longer guarantee shall govern. The Contractor specifically waives any right to claim or rely on the statutory definition of completion set forth in Civil Code section 3086. The Contractor specifically acknowledges and agrees that completion shall mean the Contractor's complete performance of all Work required by the Contract Documents, amendments, change orders, construction change directives, close out documents, punch lists, and the District's formal acceptance of the entire Project, without regard to prior occupancy, substantial completion doctrine, beneficial occupancy, or otherwise. The Contractor hereby agrees to repair or replace any and all Work, together with any adjacent Work which may have been damaged or displaced in so doing, that may prove to be not in accordance with the requirements of the Contract or that may be defective in its workmanship or materials within the guarantee period specified, without any expense whatsoever to the District, ordinary wear and tear and unusual abuse and neglect only excepted. The Contractor has provided payment and performance bonds, which will remain in full force and effect during the guarantee period.

The Contractor further agrees that within ten (10) calendar days after being notified in writing by the District of any Work not in accordance with the requirements of the contract or any defects in the Work, it will commence and prosecute with due diligence all Work necessary to fulfill the terms of this guarantee, and to complete the Work within a period of time stipulated in writing. In the event it fails to so comply, Contractor does hereby authorize the District to proceed to have such Work done at the Contractor's expense and it will pay the cost thereof upon demand. The District shall be entitled to all costs, including reasonable attorneys' fees, necessarily incurred upon the Contractor's refusal to pay the above costs.

The guarantee period for corrected defective work shall continue for a duration equivalent to the original guarantee period.

Notwithstanding the foregoing paragraph, in the event of an emergency constituting an immediate hazard to the health or safety of the employees of the District, or its property or licensees, the District may undertake at the Contractor's expense without prior notice, all Work necessary to correct such hazardous condition when it was caused by the Work of the Contractor not being in accordance with the requirements of this contract, or being defective, and to charge the same to the Contractor as specified in the preceding paragraph.

The guarantee set forth herein is not intended by the parties, nor shall it be construed, as in any way limiting or reducing the District's rights to enforce all terms of the Contract referenced hereinabove or the time for enforcement thereof. This guarantee is provided in addition to, and not in lieu of, the District's rights on such contract.

Vitaliy Timoshchuk  
CONTRACTOR'S NAME

CEO  
TITLE

  
SIGNATURE

980907 C-10  
CONTRACTORS LICENSE NO.

## **B.10 DRUG-FREE WORKPLACE CERTIFICATION**

This Drug-Free Workplace Certification is required pursuant to Government Code Sections 8350 et seq., the Drug-Free Workplace Act of 1990. The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract for the procurement of any property or services from any State agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract awarded by a State agency may be subject to suspension of payments or termination of the contract, and the contractor may be subject to debarment from future contracting if the state agency determines that specified acts have occurred.

Pursuant to Government Code Section 8355, every person or organization awarded a contract from a State agency shall certify that it will provide a drug-free workplace by doing all of the following:

- a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the person's or organization's workplace and specifying actions which will be taken against employees for violations of the prohibition;
- b) Establishing a drug-free awareness program to inform employees about all of the following:
  - 1) The dangers of drug abuse in the workplace;
  - 2) The person's or organization's policy of maintaining a drug-free workplace;
  - 3) The availability of drug counseling, rehabilitation and employee-assistance programs;
  - 4) The penalties that may be imposed upon employees for drug abuse Violations;
- c) Requiring that each employee engaged in the performance of the contract be given a copy of the statement required by subdivision (a) and that, as a condition of employment on the contract, the employee agrees to abide by the terms of the statement.

I, the undersigned, agree to fulfill the terms and requirements of Government Code Section 8355 listed above and will publish a statement notifying employees concerning (a) the prohibition of controlled substance at the workplace, (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the performance of the contract be given a copy of the statement required by Section 8355(a) and requiring that the employee agree to abide by the terms of that statement.

I also understand that if the DISTRICT determines that I have either (a) made a use certification herein, or (b) violated this certification by failing to carry out the requirements of Section 8355, that the contract awarded herein is subject to suspension of payments, termination, or both. I further understand that should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of Section 9350 et seq.

Vitality Construction inc

Name of Contractor

[Signature]

Signature

Vitaliy Timoshchuk

Print Name



3419 Via Lido Suite 424 Newport Beach, CA 92663

August 27, 2018

Vitaliy and Andrey

Vitality Construction Inc DbA: Vitality Electrical

271 Opportunity Street Ste A-B


Sacramento, CA 95838

Vitaliy,

Attached is your Final Bond for Alpine County Unified School District, please sign and make a copy for your records.

Please let me know if you need anything else.

Sincerely,

A handwritten signature in black ink, appearing to read "Justin L. Kelley". The signature is stylized with a large, looping initial "J" and "K".

Justin L. Kelley

PHONE  
(949) 258-9800

FAX  
(949) 258-9801

WEB  
[www.WhiteLionIns.com](http://www.WhiteLionIns.com)



## **B.8 PERFORMANCE BOND FORM**

Bond No. CE 1078800060

### **KNOW ALL MEN BY THESE PRESENTS:**

WHEREAS, Alpine County Unified School District / COE hereinafter referred to as "District" and VITALITY CONSTRUCTION, INC. (hereinafter referred to as "Contractor"), have entered into a written contract for furnishing of all labor, materials, equipment, transportation and services for the Work of ALPINE COUNTY UNIFIED SCHOOL DISTRICT (Project), 2018 PROP 39 LIGHTING AT MULTIPLE SITES (Site) located in Alpine County, California (hereinafter referred to as the "Construction Contract").

WHEREAS, Contractor is required by the terms of the Construction Contract to furnish a bond for the faithful performance of all terms and conditions of the Construction Contract;

NOW, THEREFORE, Contractor, as principal, and PHILADELPHIA INDEMNITY INSURANCE COMPANY (hereinafter referred to as "Surety"), as Surety, are held and firmly bound unto District and Claimants, as defined herein, in the penal sum of ONE HUNDRED SIXTEEN THOUSAND NINE HUNDRED FORTY SEVEN DOLLARS (\$116,947.00), lawful money of the United States, for the payment of which sum well and truly to be made as provided in this Performance Bond.

1. Principal and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to District for the performance of the Construction Contract, which is incorporated herein by reference.
2. If Principal timely performs each and every obligation under the Construction Contract, including all Guarantee and/or warranty obligations, Surety and Principal shall have no obligation under this Bond, except to participate in conferences as provided in Subparagraph 3.1.
3. Surety's obligation under this Performance Bond shall arise after:
  - 3.1 District has declared a Contractor Default and has notified Principal and Surety at its address described in Paragraph 12 below that District has declared a Contractor Default and has requested and attempted to arrange a conference with Principal and Surety to be held not later than seven days after receipt of such notice to discuss methods of performing all remaining obligations of Principal pursuant to the Construction Contract; and
  - 3.2 District has agreed to pay any remaining Balance of the Agreement Price, as calculated under the terms of the Construction Contract, to Surety in accordance with the terms of the Construction Contract or to a contractor selected to perform the Construction Contract in accordance with the terms of the Construction Contract with District.
4. When District has satisfied the conditions of Paragraph 3, Surety shall promptly and at Surety's expense take one of the following actions:
  - 4.1 Arrange for Contractor, with consent of District, to perform and complete the Construction Contract; or
  - 4.2 Undertake to perform and complete the Construction Contract itself, through its agents or through independent Contractors; or
  - 4.3 Obtain bids or negotiated proposals from qualified Contractors acceptable to District for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by District and the Contractor selected with District's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to District the amount of damages as described in Paragraph 6 in excess of the Balance of the Agreement Price, as calculated under the terms of the Construction Contract, incurred by District resulting from Contractor's Default; or
  - 4.4 Waive its right to perform and complete, arrange for completion, or obtain a new Contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to District and, as soon as practicable after the amount is determined, tender payment thereof to District; or
  - .2 Deny liability in whole or in part and notify District citing specific reasons therefore.
- 4.5 Surety expressly agrees that the District may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Principal.
- 4.6 Surety shall not utilize Principal in completing the contract nor shall Surety accept a bid from Principal for completion of the work of the District, when declaring the Principal in default, notifies Surety of the District's objection to Principal's further participation in the completion of the work.
5. If Surety does not proceed as provided in Paragraph 4 within twenty days from receipt of the notice described in paragraph 3.1 (whether or not a conference has been held pursuant to paragraph 3.1), or such longer period upon which District and Surety may agree in writing, Surety shall be deemed to be in default on this Bond. If Surety proceeds as provided in Subparagraph 4.4, and District refuses the payment tendered or Surety has denied liability, in whole or in part, without further notice District shall be entitled to enforce any remedy available to District.
6. After District has declared a Contractor Default, and if Surety elects to act under Subparagraph 4.1, 4.2, or 4.3 above, then the responsibilities of Surety to District shall not be greater than those of contractor under the Construction Contract, and the responsibilities of District to Surety shall not be greater than those of the District under the Construction Contract. To the limit of the amount of this Performance Bond, but subject to commitment by District of any remaining Balance of the Agreement Price to mitigation of costs and damages on the Construction Contract, Surety is obligated without duplication for:
  - 6.1 The responsibilities of contractor for correction of defective Work, materials and equipment and completion of the Construction Contract, including all Guarantee and warranty obligations;
  - 6.2 Additional legal, design professional, construction management and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of Surety under Paragraph 4; and
  - 6.3 Liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of Contractor.
7. Surety shall not be liable to District or others for obligations of Contractor that are unrelated to the Construction Contract, and the Balance of the Agreement Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than District or its heirs, executors, administrators or successors.
8. No extension of time, change, alteration, modification, or addition to the Contract, or of the work required there under, shall release or exonerate Surety on this bond or in any way affect the obligation of this bond; and Surety does hereby waive notice of any such extension of time, change, alteration, modification, or addition.
9. In the event suit is brought upon this bond, Surety shall pay such reasonable attorney's fees and costs as shall be fixed by the court, awarded and taxed as provided in Division 3, Part IV, Title XV, Chapter 7 (commencing at Section 3247) of the California Civil Code.
10. Principal and Surety agree that if the District is required to engage the services of an attorney in connection with the enforcement of this bond, each shall pay District's reasonable attorneys fees and costs incurred, with or without suit, in addition to the above amount.
11. Surety's obligations hereunder are independent of the obligations of any other surety for the performance of the Contract, and suit may be brought against Surety and such other sureties, jointly and severally, or against any one or more of them, or against less than all of them without impairing the District's rights against the others.

12. Notice to Surety, District or Principal shall be mailed or delivered to the address, or sent via telecopier to the facsimile number, shown on the signature page.

13. DEFINITIONS

13.1 Balance of the Agreement Price: The total amount payable by District to Contractor under the Construction Contract after all proper adjustments have been made, including allowance to Contractor of any amounts received or to be received by District in settlement of insurance or other claims for damages to which Contractor is entitled, reduced by all valid and proper payments made to or on behalf of Contractor under the Construction Contract.

13.2 Construction Contract: The agreement between the District and the Principal identified on the first page of this bond, including all Contract Documents and changes thereto.

13.3 Contractor Default: Failure of the Principal, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.

CONTRACTOR, as Principal

By: Vitaliy Timoshchuk  
Its: CEO  
Date: 09.04.18  
Address: 271 Opportunity Street Ste A-B  
Sacramento, CA 95838  
Phone #: 916-509-5860  
Fax #: \_\_\_\_\_

SURETY

By: [Signature]  
Its: JUSTIN L KELLEY  
ATTORNEY IN FACT  
Date: AUGUST 27, 2018  
Address: 3419 VIA LIDO STE 424  
NEWPORT BEACH CA 92663  
Phone #: 949-258-9800  
Fax #: 949-258-9801

**Note: Notary Acknowledgement for Surety and Surety's Power of Attorney must be attached**

**PHILADELPHIA INDEMNITY INSURANCE COMPANY**

One Bala Plaza, Suite 100  
Bala Cynwyd, PA 19004-0950

**Power of Attorney**

KNOW ALL PERSONS BY THESE PRESENTS: That **PHILADELPHIA INDEMNITY INSURANCE COMPANY** (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint **Justin L. Kelley of White Lion Bonding & Insurance Services**, its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$25,000,000.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14<sup>th</sup> of November, 2016.

**RESOLVED:** That the Board of Directors hereby authorizes the the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

**FURTHER RESOLVED:** That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

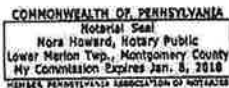
IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 14<sup>TH</sup> DAY OF NOVEMBER, 2016.



(Seal)

Robert D. O'Leary Jr., President & CEO  
Philadelphia Indemnity Insurance Company

On this 14<sup>th</sup> day of November, 2016, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the **PHILADELPHIA INDEMNITY INSURANCE COMPANY**; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.



Notary Public:

residing at:

Bala Cynwyd, PA

(Notary Seal)

My commission expires:

January 8, 2018

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and this Power of Attorney issued pursuant thereto on this 14<sup>th</sup> day of November, 2016 are true and correct and are still in full force and effect. I do further certify that Robert D. O'Leary Jr., who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 27<sup>th</sup> day of August, 2018.



Edward Sayago, Corporate Secretary  
PHILADELPHIA INDEMNITY INSURANCE COMPANY

## ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of Orange

On August 27th, 2018 before me, Omar Elber Landa  
(insert name and title of the officer)

personally appeared Justin L Kelley  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in  
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the  
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Signature]

(Seal)



## B.7 PAYMENT BOND FORM

Bond No. CE 1078800060

### PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, Alpine County Unified School District / COE ("District") has awarded to VITALITY CONSTRUCTION, INC. as Principal, a contract dated the 22 day of AUGUST, 2018 for the furnishing of all labor, materials, equipment, transportation and services for the Work of ALPINE COUNTY UNIFIED SCHOOL DISTRICT (Project), 2018 PROP 39 LIGHTING AT MULTIPLE SITES (Site) located in Alpine County, California (hereinafter referred to as the "Contract").

AND WHEREAS, Principal is required to furnish a bond in connection with the Contract to secure the payment of claims of laborers, mechanics, material suppliers, and other persons as provided by law;

NOW THEREFORE, we the undersigned Principal and

PHILADELPHIA INDEMNITY INSURANCE COMPANY as Surety, are held and firmly bound unto the District in the sum of ONE HUNDRED SIXTEEN THOUSAND NINE HUNDRED FORTY SEVEN DOLLARS (\$ 116,947.00) for which payment well and truly to be made we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

1. THE CONDITION OF THIS OBLIGATION IS SUCH, that if Principal, or its heirs, executors, administrators, successors, or assigns approved by the District or its subcontractor shall fail to pay any of the persons named in State of California Civil Code Section 3181, or amounts due under the State of California Unemployment Insurance Code with respect to work or labor performed under the Contract, or for any amounts required to be deducted, withheld, and paid over to the State of California Employment Development Department from the wages of employees of Principal and subcontractor pursuant to Section 13020 of the State of California Unemployment Insurance Code with respect to such work and labor, that Surety will pay for the same in an amount not exceeding the sum specified in this bond.
2. This Bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under California law, including but not limited to the persons named in State of California Civil Code Section 3181 so as to give a right of action to such persons or their assigns in any suit brought upon this bond.
3. Surety, for value received, hereby expressly agrees that no extension of time, change, modification, alteration, or addition to the undertakings, covenants, terms, conditions, and agreements of the Contract, or to the work to be performed there under, shall in any way affect the obligation of this bond; and it does hereby waive notice of any such extension of time, change, modification, alteration, or addition to the undertakings, covenants, terms, conditions, and agreements of the Contract, or to the work to be performed there under.
4. Amounts owed by the District to Principal under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under the Performance Bond. By Principal furnishing and the District accepting this Payment Bond, they agree that all funds earned by Principal in the performance of the Contract are dedicated to satisfy obligations of Principal and Surety under this Bond, subject to the District's priority to use the funds for the completion of the Work or the satisfaction of the District's claims, including liquidated damages, under the Contract.
5. Surety's obligations hereunder are independent of the obligations of any other surety for the payment of claims of laborers, mechanics, material suppliers, and other persons in connection with the Contract; and suit may be brought against Surety and such other sureties, jointly and severally, or against any one or more of them, or against less than all of them without impairing the District rights against the other.

6. In the event suit is brought upon this bond, Surety shall pay such reasonable attorney's fees and costs as shall be fixed by the court, awarded and taxed as provided in Division 3, Part IV, Title XV, Chapter 7 (commencing at Section 3247) of the California Civil Code.
7. Principal and Surety shall defend and indemnify the District from any suit brought under this bond.
8. Principal and Surety agree that if the District is required to engage the services of an attorney in connection with the enforcement of this bond, each shall pay District's reasonable attorneys' fees and costs incurred, with or without suit, in addition to the above amounts.
9. Correspondence or claims relating to this bond shall be sent to Surety at the address set forth below.

IN WITNESS WHEREOF, we have hereunto set our hands this 27 day of AUGUST, 2018.

Principal: VITALITY CONSTRUCTION, INC Surety: PHILADELPHIA INDEMNITY INSURANCE COMPANY  
(Name of Firm) (Name of Firm)

By: [Signature] By: [Signature]  
Title: CEO Title: JUSTIN L KELLEY  
ATTORNEY IN FACT

Address for Notices:

WHITE LION INSURANCE SERVICES

3419 VIA LIDO STE 424

NEWPORT BEACH CA 92663

Phone # 949-258-9800

Fax # 949-258-9801

**PHILADELPHIA INDEMNITY INSURANCE COMPANY**

One Bala Plaza, Suite 100  
Bala Cynwyd, PA 19004-0950

**Power of Attorney**

KNOW ALL PERSONS BY THESE PRESENTS: That **PHILADELPHIA INDEMNITY INSURANCE COMPANY** (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint Justin L. Kelley of White Lion Bonding & Insurance Services, its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$25,000,000.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14<sup>th</sup> of November, 2016.

**RESOLVED:**

That the Board of Directors hereby authorizes the the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

**FURTHER  
RESOLVED:**

That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

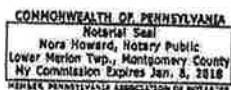
IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 14<sup>TH</sup> DAY OF NOVEMBER, 2016.



(Seal)

Robert D. O'Leary Jr., President & CEO  
Philadelphia Indemnity Insurance Company

On this 14<sup>th</sup> day of November, 2016, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the **PHILADELPHIA INDEMNITY INSURANCE COMPANY**; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.



Notary Public:

residing at:

Bala Cynwyd, PA

(Notary Seal)

My commission expires:

January 8, 2018

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and this Power of Attorney issued pursuant thereto on this 14<sup>th</sup> day of November, 2016 are true and correct and are still in full force and effect. I do further certify that Robert D. O'Leary Jr., who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 27<sup>th</sup> day of August, 2018.



Edward Sayago, Corporate Secretary  
PHILADELPHIA INDEMNITY INSURANCE COMPANY



## ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of Orange

On August 27th, 2018 before me, Omar Elber Landa  
(insert name and title of the officer)

personally appeared Justin L Kelley  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in  
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the  
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing  
paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Signature]

(Seal)

