

**MENLO PARK CITY SCHOOL DISTRICT**  
**CONTRACT FOR REPAIRS, MAINTENANCE OR SMALL CONSTRUCTION PROJECTS**

For

\_\_\_\_ REPAIRS, MAINTENANCE OR CONSTRUCTION SERVICES AWARDED PURSUANT TO THE "INFORMAL BIDDING" PROCEDURES OF THE PUBLIC CONTRACT CODE § 22000, ET SEQ. (THE UNIFORM PUBLIC CONSTRUCTION COST ACCOUNTING ACT ("CUPCAA"))

or

  X   REPAIRS, MAINTENANCE OR CONSTRUCTION SERVICES UNDER \$45,000 AWARDED PURSUANT TO CUPCAA

THIS CONTRACT is made and entered into this   28   day of   March  , 2017 ("Contract"), by and between P&J Tree Service Inc. ("Contractor") and Menlo Park City School District ("District"). Contractor and District may be referred to herein individually as a "Party" or collectively as the "Parties."

1. **Contract Price & Services.** After the District has issued a Notice to Proceed, the Contractor shall furnish to the District for a total price of   Seventeen Thousand Five Hundred   Dollars (\$   17,500  ) ("Contract Price"), the following repairs, maintenance or construction services ("Services" or "Work"):

  Six trees cut to ground, level, stump removal, and haul away everything.  

2. **Payment.** Payment for the Work shall be made in accordance with the Terms and Conditions attached hereto.
3. **Site.** Contractor shall perform the Work at ("Premises" or "Site"). The Project is the scope of Work performed at the Site.
4. **Insurance.**
- a. **Insurance:** Contractor shall have and maintain in force during the term of this Contract, with the minimum indicated limits, the following insurance:

<b>Commercial General Liability</b> , with Products and Completed Operations Coverage	\$1,000,000 per occurrence; \$2,000,000 aggregate
<b>Automobile Liability, Any Auto</b> , Combined Single Limit	\$1,000,000 per occurrence; \$2,000,000 aggregate
<b>Workers Compensation</b>	Statutory limits pursuant to State law
<b>Employers' Liability</b>	\$1,000,000

Contractor shall provide to the District certificate(s) of insurance and endorsements satisfactory to the District. The policy(ies) shall not be amended or modified and the coverage amounts shall not be reduced without thirty (30) days written notice to the District prior to cancellation. Except for worker's compensation insurance, the District, the Architect, and the Project Manager shall be named as an additional insured on all policies. Contractor's policy(ies) shall be primary; any insurance carried by the District shall only be secondary and supplemental. Contractor shall not allow any subcontractor, employee, or agent to commence Work on this Contract or any subcontract until the insurance required of Contractor, subcontractor, or agent has been obtained.

5. **Terms & Conditions.** The Contractor agrees to comply with the Terms and Conditions.

6. **Contract Documents.** The Contract Documents include only the following documents, as indicated:

- |   |  |
|---|--|
| <input type="checkbox"/> Bid Form and Proposal                                      | <input type="checkbox"/> Lead-Product(s) Certification                     |
| <input type="checkbox"/> Bid Bond   | <input type="checkbox"/> Roofing Contract Financial Interest Certification |
| <input type="checkbox"/> Notice to Proceed  | <input type="checkbox"/> Insurance Certificates and Endorsements           |
| <input checked="" type="checkbox"/> Terms and Conditions to Contract                | <input type="checkbox"/> Performance Bond                                  |
| <input type="checkbox"/> Noncollusion Affidavit                                     | <input type="checkbox"/> Payment Bond                                      |
| <input checked="" type="checkbox"/> Prevailing Wage Certification                   | <input checked="" type="checkbox"/> Exhibit "A" ("Scope of Work")          |
| <input checked="" type="checkbox"/> Workers' Compensation Certification             | <input type="checkbox"/> Plans   |
| <input checked="" type="checkbox"/> Criminal Background Investigation Certification | <input type="checkbox"/> Work Specifications                               |
| <input type="checkbox"/> Asbestos & Other Hazardous Materials Certification         | <input type="checkbox"/> _____ [Other]                                     |

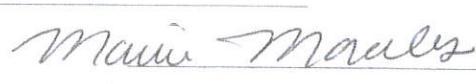
ACCEPTED AND AGREED on the date indicated below. By signing this Contract, Contractor certifies, under penalty of perjury, that all the information provided in the Contract Documents is true, complete, and correct:

Dated: 3/29, 2017

Dated: March 28, 2017

Menlo Park City School District

By: 

By: 

Print Name: Ahmad Sheikholeslami

Print Name: Maria Morales

Print Title: Chief Business and Operations Officer

Print Title: Secretary for the corporation

**Information regarding Contractor:**

Type of Business Entity:

- ☐ Individual  
☐ Sole Proprietorship  
☐ Partnership  
☐ Limited Partnership  
☒ Corporation  
☐ Limited Liability Company  
☐ Other: \_\_\_\_\_

Employer Identification and/or Social Security Number

**NOTE: United States Code, title 26, sections 6041 and 6109 require non-corporate recipients of \$600 or more to furnish their taxpayer identification number to the payer. The United States Code also provides that a penalty may be imposed for failure to furnish the taxpayer identification number. In order to comply with these rules, the District requires your federal tax identification number or Social Security number, whichever is applicable.**

PREVAILING WAGE CERTIFICATION

I hereby certify that I will conform to the State of California Public Works Contract requirements regarding prevailing wages, benefits, on-site audits with 48-hours notice, payroll records, and apprentice and trainee employment requirements, for all Work on the above Project.

Date:

3/28/17

Proper Name of Contractor:

P&J Tree Service Inc.

Signature:

Maria Morales

Print Name:

Maria Morales

Title:

Secretary for the corporation

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WORKERS' COMPENSATION CERTIFICATION

Labor Code section 3700 in relevant part provides:

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

- a. By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this state.
- b. By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees.

I am aware of the provisions of section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work of this Contract.

Date:

3/28/17

Proper Name of Contractor:

P&J Tree Service Inc.

Signature:

Maria Morales

Print Name:

Maria Morales

Title:

Secretary for the corporation

(In accordance with Article 5 - commencing at section 1860, chapter 1, part 7, division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any Work under this Contract.)



### CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION

The undersigned does hereby certify to the governing board of the District that (1) he/she is a representative of the Contractor, (2) he/she is familiar with the facts herein certified, (3) he/she is authorized and qualified to execute this certificate on behalf of Contractor; and (4) that the following is true and correct:

1. **Education Code.** Contractor has taken at least one of the following actions with respect to the Project (check all that apply):

☐ The Contractor has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all Contractor's employees and all of its subcontractors' employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and the California Department of Justice has determined that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. A complete and accurate list of Contractor's employees and of all of its subcontractors' employees who may come in contact with District pupils during the course and scope of the Contract is attached hereto; and/or

☐ Pursuant to Education Code section 45125.2, Contractor has installed or will install, prior to commencement of work, a physical barrier at the Project site, that will limit contact between Contractor's employees and District pupils at all times; and/or

☐ Pursuant to Education Code section 45125.2, Contractor certifies that all employees will be under the continual supervision of, and monitored by, an employee of the Contractor who the California Department of Justice has ascertained has not been convicted of a violent or serious felony. The name and title of the employee who will be supervising Contractor's employees and its subcontractors' employees is:

Name: \_\_\_\_\_

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

☒ The Work on the Contract is at an unoccupied school site and no employee and/or subcontractor or supplier of any tier of Contract shall come in contact with the District pupils.

2. **Megan's Law (Sex Offenders).** I have verified and will continue to verify that the employees of Contractor that will be on the Project site and the employees of the Subcontractor(s) that will be on the Project site are **not** listed on California's "Megan's Law" Website (<http://www.meganslaw.ca.gov/>).

Contractor's responsibility for background clearance extends to all of its employees, subcontractors, and employees of subcontractors coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors of the Contractor.

Date:

3/28/17

Proper Name of Contractor:

P & J Tree Service Inc

Signature:

Maria Morales

Print Name:

Maria Morales

Title:

Secretary of the corporation

### ASBESTOS & OTHER HAZARDOUS MATERIALS CERTIFICATION

Contractor hereby certifies that no Asbestos, or Asbestos-Containing Materials, polychlorinated biphenyl (PCB), or any material listed by the federal or state Environmental Protection Agency or federal or state health agencies as a hazardous material, or any other material defined as being hazardous under federal or state laws, rules, or regulations "New Material Hazardous", shall be furnished, installed, or incorporated in any way into the Project or in any tools, devices, clothing, or equipment used to affect any portion of Contractor's work on the Project for District.

Contractor further certifies that it has instructed its employees with respect to the above-mentioned standards, hazards, risks, and liabilities.

Asbestos and/or asbestos-containing material shall be defined as all items containing but not limited to chrysotile, crocidolite, amosite, anthophyllite, tremolite, and actinolite. Any or all material containing greater than one-tenth of one percent (.1%) asbestos shall be defined as asbestos-containing material.

Any disputes involving the question of whether or not material is New Hazardous Material shall be settled by electron microscopy or other appropriate and recognized testing procedure, at the District's determination. The costs of any such tests shall be paid by Contractor if the material is found to be New Hazardous Material.

All Work or materials found to be New Hazardous Material or Work or material installed with "New Hazardous Material" containing equipment will be immediately rejected and this Work will be removed at Contractor's expense at no additional cost to the District.

Contractor has read and understood the document Hazardous Materials Procedures & Requirements, and shall comply with all the provisions outlined therein.

Date:

3/28/17

Proper Name of Contractor:

P.J. Tree Service Inc.

Signature:

Maria Morales

Print Name:

Maria Morales

Title:

Secretary for the Corporation