INFORMATION SHEET 10/11/16 TRUSTEES' MEETING

ATTACHMENT: 7.2

TO: Jim Bridges

FOR: Board of Trustees

FR: Mindy Maxedon

ISSUE: Notice of Completion – American Asphalt – Monticello Project, Resolution 2016-10-01

Notice of Completion is presented for the American Asphalt repaving project at the Monticello campus.

The Notice of Completion will be submitted to San Joaquin County Recorder's office for filing.

RESOLUTION OF ACCEPTANCE 2016-10-01
And
NOTICE OF COMPLETION
American Asphalt – Monticello Project
By The Governing Board of
Jefferson School District
San Joaquin County

THE GOVERNING BOARD OF THE ABOVE ENTITILED SCHOOL DISTRICT, SAN JOAQUIN COUNTY, RESOLVES, AND HEREBY GIVES NOTICE THAT:
OWNER: JEFFERSON SCHOOL DISTRICT

The address of this School District is 1219 Whispering Wind Drive, Tracy, CA 95377.

The APN # is 24404010.

The Nature of the Interest or estate of the undersigned is fee.

On July 19, 2016, this District contracted with American Asphalt 24200 Clawiter Road, Hayward, CA 94540 as Contractor, for work or improvement to be performed on the District's Grounds at Monticello School, 1001 Cambridge Place, Tracy, CA 95377.

It has been certified to this Board that this work has been inspected and complies with the plans and specifications, excepted as noted on punch lists. The Contractor completed the work on September 24, 2016.

THEREFORE, IT IS RESOLVED THAT the work of improvement described above is accepted as completed, and the Clerk/Secretary is directed to have filed for record a copy of this Resolution and Notice of Completion in connection with that contract.

_____
President, Board of Trustees
Jefferson School District

CERTIFICATE AND VERIFICATION

I hereby certify that the foregoing is a true and correct copy of a resolution and acceptance entered on the minutes of a meeting of said governing board held on October 11, 2016; and I declare under perjury that the foregoing is true and correct.

Date: _____ , at (city) _____, CA.

_____
President of the Governing Board of Above
Entitled School District

24200 Clawiter Road
P.O. Box 3367
Hayward, CA 94540

Tel: (510) 723-0280
Fax: (510) 723-0292
License No. 439591

American Asphalt
Repair & Resurfacing Co., Inc.

Date: 7/19/2016

Proposal #: PR-08710

Estimator: Donn Reinin
Cell: (925) 382-1636
donn@americanasphalt.com

Proposal & Contract

Client:
Jefferson School District
Sam Hagler
1219 Whispering Wind Drive
Tracy, CA 95377
shagler@sjcoe.net
Phone:209-640-8446

Property Address:
1001 Cambridge Place
Tracy, CA 95377
Project Name:
Monticello School Seal Coat & Stripe

Sq Ft.	Scope of Work	Unit	Total
	Based on quantities and scope of work provided by Client, American Asphalt will furnish and install prevailing wage labor, materials, equipment and services as required to complete our portion of the project as follows:		
88160	Slurry Seal		
	Clean thoroughly designated area with power broom or power blowers, and resurface with Slurry Surfacing Type (I) using crushed Black Volcanic Aggregate and LM-CQS1H Emulsion in accordance with CalTrans Specification 37-3.	.38	$33,500.00
	Clean and prepare by any method necessary, all cracks wider than 1/4 inch and install Hot Rubberized Asphalt Crack filler per manufacturer's specification.	LS	$2,000.00
	Striping		
	Re-stripe to previous layout. (Includes/Excludes) painting curbs.		
	Priced for one weekday mobilization.	LS	$4,920.00
	Total Bid		$40,420.00

PAYMENT TO BE MADE AS FOLLOWS: NET UPON COMPLETION

As a California Contractor, work is warranted against failure due to poor workmanship or faulty material, for a period of 1 year. However, we will offer a THREE-YEAR WARRANTY provided payment is made per terms. Non-payment per terms voids the extended warranty.

ACCEPTANCE OF PROPOSAL: All the terms and conditions set forth on the reverse side of this Proposal and Contract are incorporated herein by reference and have been read and understood by the undersigned. The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Prices quoted are valid for 30 days.

Authorized Customer Signature Date

Steve Green 7/21/16
American Asphalt Signature Date

14.0000.0.0000.8110.5800.120.0000

1. As part of this contract, American Asphalt R&R Co., Inc., is the "Contractor" and the client listed is the "Owner."

2. NOTICE TO OWNER: (Section 2019-Contractors License Law): under the Mechanics Lien Law, any contractor, subcontractor, laborer, materialman or other person who helps to improve your property and is not paid for his labor, services or material, has a right to enforce his claim against your property. "Under the law you may protect yourself against such claims by filing, before such work or improvement, an original contract for the work or improvement or a modification thereof, in the office of the county recorder of the county where the property is situated and requiring that a contractor's payment bond be recorded in such office. Said bond shall be in amount not less than fifty percent (50%) of the contract price and shall, in addition to any conditions for the performance of the contract, be conditioned for the payment in full of the claims of all persons furnishing labor, services, equipment or materials for the work described in said contract. Contractors are required by law to be licensed and regulated by the Contractor's State License Board. Any questions concerning a contractor may be referred to the registrar, Contractor's State License Board, 3132 Bradshaw Road, Sacramento, CA. Mailing address: P.O. Box 26000, Sacramento, CA 95826.

3. Your attention is directed to sections 3097, 3098 and 3111, California Civil Code which requires us to notify you by way of a California Preliminary Notice "that if bills are not paid in full for labor, services, equipment or materials furnished, or to be furnished, the improved property (which is described hereon) may be subject to liens." This statement is applicable to private work only. This is not a reflection on the integrity of you or any contractor or subcontractor.

4. CHANGES IN WORK SCOPE: Owner may not require Contractor to perform extra or change-order without providing written authorization prior to the commencement of work covered by the new change order. A Change Order, relative to specific change order work, shall be incorporated into the Contract and shall become part of Contract only if it is in writing and signed by the Parties prior to the commencement of any work covered by the Change Order. Each Change Order shall be subject to the terms and provisions of the Contract.

5. HIDDEN CONDITIONS: The Contractor shall not be obligated to perform any work to correct damage caused by any hidden conditions including, but not limited to, unknown subsurface conditions, code upgrades, unforeseen construction deficiencies, etc. unless expressly included in the written specifications of Work.

6. The Contractor, at its own cost and expense, shall procure and maintain during the continuance of this contract, a policy of worker's compensation or employer's liability insurance for protection of the employees, including executive, managerial and supervisorial employees, engaged in work on the project.

7. OWNER RESPONSIBILITIES: Owner will point out and warrant the property lines to Contractor; Owner shall take all responsibility for exterior, and being on Project being worked upon by Contractor during the course of Project; Owner will be responsible for obtaining permission, whenever and wherever necessary during the course of Project, from the appropriate parties or authorities with respect to performing operations on or from adjoining properties.

8. At owner's own cost and expense, shall procure promptly after execution of this contract, and maintain during the continuance of this contract, a policy of fire insurance with course of construction, vandalism, and malicious mischief clauses attached, insuring the project and all materials delivered to the site of the project, for their full insurable value, with loss thereunder payable to owner and Contractor as their interest may appear.

9. LATE PAYMENTS: If Owner fails to make payments to Contractor in accordance with the Contract, Owner agrees to pay Contractor a late charge equal to the rate of 1.5% per mo. Or 18% per annum on such payments owing until paid.

10. PERMIT FEES, TAXES. Unless otherwise provided in the Contract, Owner shall reimburse Contractor for all sales taxes which are legally enacted on the date of the Contract, any permits, and any inspections necessary for the proper execution and completion of Work.

11. ADA: Contractor is not a certified ADA consultant and makes no representation regarding whether any portion of the Work is in compliance with the ADA. Contractor recommends that Owner engage an ADA consultant to evaluate all planned work for ADA compliance. Owner agrees that Contractor shall have no responsibility for ADA compliance relating to its work.

12. INDEMNIFICATION: To the extent caused by the willful misconduct and active or sole negligence of Contractor, or Contractor's agents or independent contractor, Contractor shall indemnify, defend, release and hold harmless Owner from and against all claims, demands or liabilities for damages, losses or expenses, including but not limited to attorneys' and consultants' fees, costs and expenses, arising out of Contractor's work on the Project and resulting in death or bodily injury, injury to property, tangible or otherwise, including the loss of use resulting therefrom, other than Project itself.

Unless caused by Contractor's active or sole negligence or willful misconduct, Owner shall indemnify, defend, release and hold harmless Contractor, Contractor's employees, agents, and independent contractors who are directly responsible to Contractor from and against all claims, demands or liability for damages, losses or expenses, including but not limited to attorneys' and consultants fees, costs and expenses, arising out of or encountered in connection with the Project to such extent as not in contradiction of the preceding paragraph pertaining to the indemnity obligations of Contractor.

The obligations of Owner and Contractor under this Paragraph entitled "Indemnification" shall not be limited by any limitation on amount or type of damages, compensation or benefits payable by or for Contractor or subcontractors under workers' compensation acts, disability benefit acts or other employee benefits, insurance required under the Paragraph entitled "INSURANCE", or whether the matters as to which the indemnification apply arose during the course of or after completion of Project and shall apply regardless of Contractor's or Owner's breach of the Contract, and nothing shall be deemed to abridge the rights, if any, of Owner and Contractor seek contributions where appropriate and shall extend to matters occurring and/or arising after completion of Project and/or the termination and/or conclusion of the Contract, as well as during the indemnity, hold harmless, defense and release provided to Contractor, in any term or provision of the Contract, is not to the exclusion or prohibition of any other remedy or course of action as all such remedies are cumulative and are separately and individually, as well as jointly enforceable.

13. WARRANTY: For a period of one year following the date of substantial completion of Work, Contractor guarantees the Work against original defects of material and workmanship and agrees to mitigate, at its own cost, any Work which does not conform to the Contract or meet the standards of the industry, and remedy any defects resulting from faulty materials or workmanship which become evident, excluding any changes caused by normal settling and shrinkage. However, we will offer a three year warranty provided payment is made per terms. Non-payment per terms voids the extended warranty.

If set out in the Contract, Contractor agrees to sealcoat the asphalt pavement with the product specified herein. The sealcoat product used will meet or exceed the specification. The intended use of sealcoating materials is to resurface existing asphalt pavements and is not intended to restore badly cracked or broken base pavement nor permanently seal cracks subject to base movement. Cracks sealed or filled may open again.

Contractor is not liable for cracks which will occur in the new pavement surface due to earth movement, soil expansion, soil contraction or tree roots. This applies to all new asphalt and concrete surfaces.

14. VENUE: In the event of the commencement of legal proceedings alleging violations of the terms of the Contract, Alameda County, California shall be deemed the appropriate venue (unless Project is located in another County in which event that County shall be appropriate for the enforcement of mechanic lien rights) for the litigation due to, but not limited to, the fact that payment to Contractor is to be made in Alameda County, California and/or this the Contract is deemed to have been entered into in Alameda County, California.

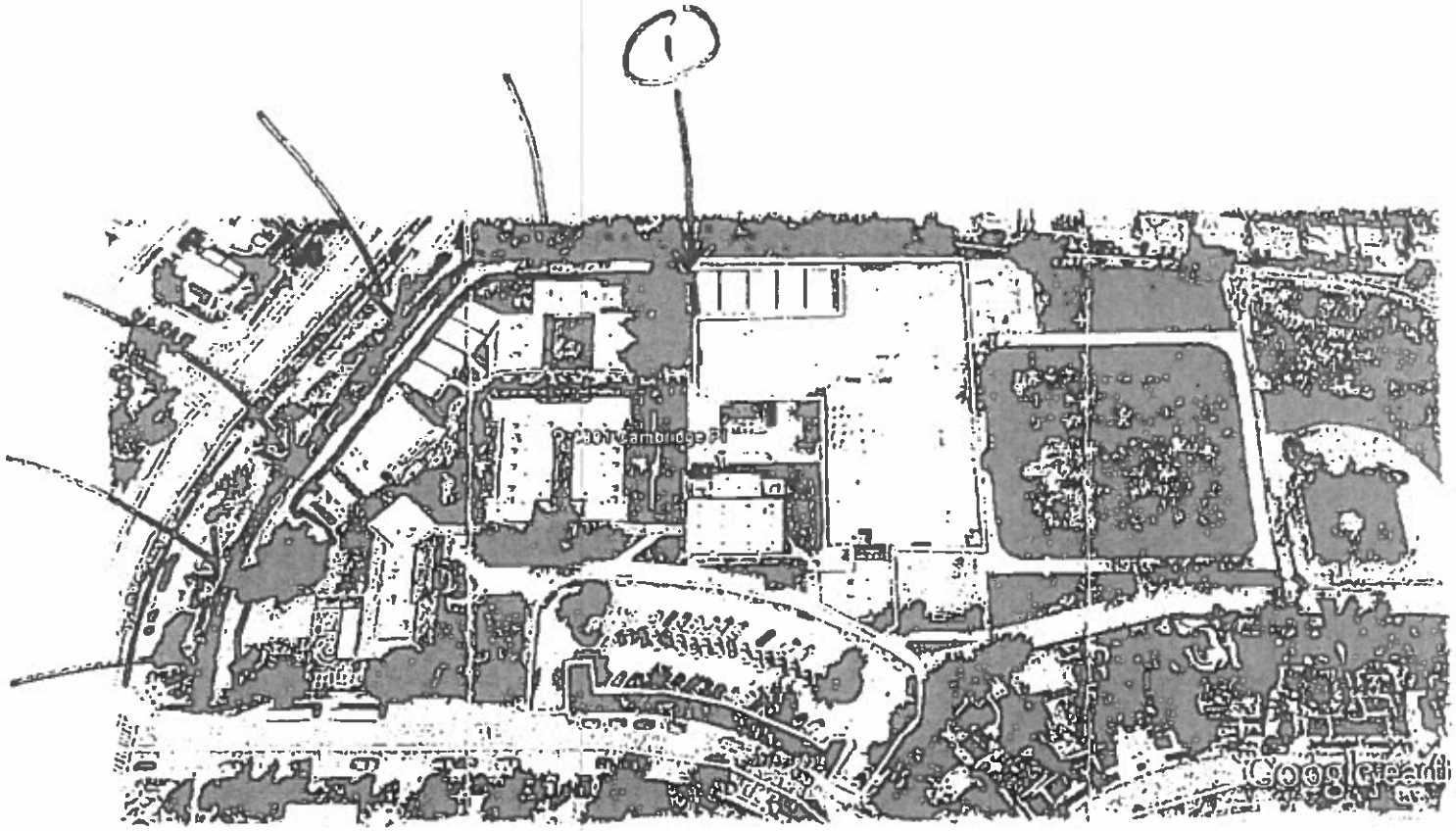
15. DISPUTES: If either party becomes involved in any litigation arising from or relating to this contract or the performance of it, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs, including expert witness fees.

16. TIME OF THE ESSENCE: All time limits stated in this contract are of the essence to this contract, and failure to comply with this provision shall be a material breach of this contract. Unless otherwise expressly stated, all references in this contract to days mean calendar days.

24200 Clawiter Rd. Estimator: Donn Reinin
Hayward, CA 94545 Cell: 925-382-1636
License No. 439591 Email: donn@americanasphalt.com
Date: Wednesday, July 08, 2015

American Asphalt

Customer Jefferson School District
Project : 0
Address: 1001 Cambridge Place
Contact: Sam Hagler



Crack Fill, Seal Coat & Restripe
Approximately 82,000 Square Feet