



# Grass Valley School District

## AGREEMENT BETWEEN THE GRASS VALLEY SCHOOL DISTRICT AND \_\_\_\_\_ LICENSE # \_\_\_\_\_

**PROJECT LOCATION:** Various Schools/Sites

**PROJECT DESCRIPTION:** 15-08 Prop 39 Exterior Lighting

This agreement made and entered in this \_\_\_\_\_, day of \_\_\_\_\_ 20\_\_\_\_, by and between the **Grass Valley School District** of Nevada County, California, First Party, sometimes hereinafter called the Owner, and \_\_\_\_\_, Second Party, sometimes hereinafter called the Contractor, for \_\_\_\_\_ services.

### AGREEMENTS:

1. The contract documents consist of this Agreement and the Accepted Proposal from \_\_\_\_\_, dated \_\_\_\_\_, 20\_\_.
2. The Contractor will provide labor and materials for the following: Develop an exterior lighting plan and replace existing exterior fixtures (a mixture of types) with LED fixtures in accordance with our Prop. 39 energy audit. Leverage PG&E rebates where appropriate.
3. The Contractor agrees to furnish all tools, equipment, apparatus, facilities, transportation, labor and materials necessary to perform and complete in a good, acceptable, and workmanlike manner the completion of the contract subject to the approval of the Owner and/or the Architect representing the Owner.
4. The Owner agrees to pay the Contractor for the performance of the work described herein, the sum of \$ \_\_\_\_\_ (\_\_\_\_\_ dollars), which will be paid within 30 days of the final acceptance of the completed work by the Owner.
5. The Contractor shall be solely responsible for initiating, maintaining, monitoring, and supervising all safety programs, precautions and procedures in connection with the work. In no case shall the Owner or their agents, employees, or representatives, have either direct or indirect responsibility for safety precautions and programs in connection with the work.
6. Per Education Code 45125.1(d), to protect the safety of any pupils they may come in contact with, contractors shall be responsible to ensure all workers, contractors, or sub-contractors, working on school properties shall be required to be fingerprinted through the GVSD. Exhibits A & B are required to be attached to this agreement.

7. The Contractor will be responsible to ensure that all workers or sub-contractors follow the badging and sign-in procedures.
8. All work will be completed between the hours of 7:30 A.M. and 5:00 P.M. on workdays (Monday – Friday) unless the Contractor receives permission from the Owner to work beyond the days and hours as defined in this provision.
9. The Contractor will provide proof of insurance in the following minimum amounts prior to commencement of the work:

Bodily Injury and Property Damage Combined Single Limit from any cause	\$1,000,000 per occurrence with a \$2,000,000 aggregate
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Automobile Liability for owned and non-owned vehicles	\$500,000 per person \$1,000,000 per occurrence
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Workers' Compensation	Statutory Requirements
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The **Grass Valley School District** shall be named as additional insured on each of the above policies.

**THIS AGREEMENT ENTERED INTO AS OF THE DAY AND YEAR FIRST WRITTEN ABOVE.**

**OWNER:**

**Grass Valley School District**  
10840 Gilmore Way  
Grass Valley, CA 95945

**BY** \_\_\_\_\_ **DATE** \_\_\_\_\_

**CONTRACTOR:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**BY** \_\_\_\_\_ **DATE** \_\_\_\_\_

**GRASS VALLEY SCHOOL DISTRICT**

10840 Gilmore Way  
Grass Valley, CA 95945

**EXHIBIT A TO FORM OF CONTRACT**

**CERTIFICATION**

I, \_\_\_\_\_, on behalf of \_\_\_\_\_ certify that, pursuant to Education Code Section 45125.1 and 45125.2 and item 6 of this Agreement, this business entity has conducted the required criminal background check(s) of all persons who will be providing continual supervision and monitoring of all persons who will be providing services to the Grass Valley School District on behalf of this business entity, and that none of those persons have been reported by the Department of Justice as having been convicted of a serious or violent felony as specified in Penal Code sections 667.5(c) and/or 1192.7(c). I understand that this Certification is not to be signed and submitted until I have received clearance from DOJ regarding those persons named.

As further required by Education Code 45125.1, submitted herewith as Exhibit B is a list of names of the employees or agents of \_\_\_\_\_, who will be providing continual supervision and monitoring of all persons who will be providing services to the Grass Valley School District on behalf of this business entity and who are required to be fingerprinted as provided in the Agreement. I agree to keep this list current and to notify Grass Valley School District of any addition/deletions as they occur.

**I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.**

Executed this \_\_\_ day of \_\_\_\_\_ 20\_\_\_, in \_\_\_\_\_ County, California.

(Seal of business)

By: \_\_\_\_\_  
[Name of Contractor's Authorized Representative]  
(Please print)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Signature)





10840 Gilmore Way  
 Grass Valley, CA 95945  
 (530) **273-4483**  
 FAX (530) **273-0248**

# Grass Valley School District

**Eric Fredrickson**  
 Superintendent

## GVSD Contractor ID Badge Form

Date: \_\_\_\_\_

Project Name: \_\_\_\_\_ Location: \_\_\_\_\_

Contractor Name: \_\_\_\_\_ Project Manager: \_\_\_\_\_

Contractor Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Grass Valley School District ID Badges will be made at the GVSD District Office at 10840 Gilmore Way, Grass Valley, CA 95945 (530) 273-4483 x201.

All GVSD ID Badges remain the property of the Grass Valley School District. Once work has been completed, GVSD ID Badges are to be returned to the District Office.

Contractors and their employees must check in at the site office and wear district issued badges. If you or your employee(s) are not wearing a district issued badge, that person will be asked to leave the site.

I have checked out \_\_\_\_\_ badges. By signing below, I agree to abide by the GVSD badge requirements, which requires all non-fingerprinted employees to be supervised by an individual wearing a district issued photo ID badge, or the employees work behind a physical barrier limiting contact with students.

***Lost or non-returned badges will result in a \$100 fee per badge, which will be withheld from Contractor/Consultant retentions.***

\_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Print Name

Badge(s) Issued Date: \_\_\_\_\_

I returned \_\_\_\_\_ badges; \_\_\_\_\_ are still out. \$ \_\_\_\_\_ will be withheld from my retention.

\_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Date

# Fingerprinting / Photo ID Badge Process

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- 1) Notify Department of Justice that GVSD requires a Background Check in order to work for the District
  - a) Contractor/Consultant completes and signs page 1 of the DOJ *Request for Authorization to Receive State Summary Criminal History Information – Contract Employee for Public/Private Schools* form.
  - b) The form is in the accompanying DOJ packet, and may also be obtained from the GVSD District Office at 10840 Gilmore Way, Grass Valley, CA 95945 9 am–12 pm by appointment, or by email at [dhardy@gvgsd.us](mailto:dhardy@gvgsd.us).
  - c) GVSD completes second page of form (original signature is required by DOJ; this may be picked up, or can be mailed to you)
  - d) Contractor/Consultant hand carries or mails completed form (original signatures required) to DOJ.
- 2) Get Fingerprinted
  - a) This process can take up to 10 weeks, though usually fewer. If you need badges sooner, please contact either your CM firm or GVSD District Office at 530-273-4483 x207 for alternative solutions for badges.
  - b) DOJ contacts Contractor/Consultant upon approval of application. DOJ issues ORI number for use in Live Scan process. Research location, hours, and costs at various Live Scan sites at <http://ag.ca.gov/fingerprints/publications/contact.php>
- 3) Certify completion of background checks after you receive notification from DOJ
  - a) Complete ***Contractor Certification Form***.
    - i) This form certifies that all listed employees have passed DOJ background checks
    - ii) On page 2 of form please indicate names and last four digits of SSN for those persons who need badges and submit to Donna by mail, in person, or by email to [dhardy@gvgsd.us](mailto:dhardy@gvgsd.us).
    - iii) Should an employee not receive DOJ clearance, the employing company will be notified and is expected to then take appropriate action
  - b) When notified by GVSD District Office., go have photo taken at:
    - i) GVSD District Office, 10840 Gilmore Way, Grass Valley, CA 95945, 530-273-4483 x207
    - ii) Open Monday through Friday 8:00 - 4:30 pm, excluding school holidays
- 4) Pick up Badge
  - a) The GVSD will notify Contractor/Consultant when badges are ready
  - b) Pick up ID badge at GVSD District office or through CM firm
  - c) Pay \$2.00 fee per badge (both photo and numbered); check or exact cash, please
  - d) District office
    - i) completes Badge Checkout form, with copy to Contractor/Consultant
    - ii) provides receipt to Contractor/Consultant for payment
- 5) Return Badges
  - a) At project completion OR yearly badge changeover, whichever is earlier, ID badges are to be returned to GVSD District Office
    - i) Original Badge Checkout form has a section for returns; this is signed and dated by Contractor/Consultant and District Office staff for badge return
    - ii) Copy of form is issued to Contractor/Consultant
  - b) ***Lost or non-returned badges will result in a \$100 fee per badge, which will be withheld from Contractor/Consultant retentions, as stated on original Badge Checkout form.***
  - c) All badges must be returned or fees paid before following year's badges are issued

- Q1.** My employees need to be fingerprinted, what paperwork do I need to start this process?  
**A1.** The required paperwork includes Contract or Notice To Proceed/Services Agreement/Lease with GVSD (must have this *before* proceeding with #2, the fingerprinting process )
- Q2.** Whom do I contact if I have questions when filling out the DOJ packet?  
**A2.** Contact DOJ (see DOJ contact sheet included in packet.)
- Q3.** What is an ORI #?  
**A3.** An ORI account number is required to start the fingerprinting process. The DOJ issues the ORI's. This process can take 4-6 weeks, or possibly longer. Diligence in obtaining your ORI number is STRONGLY suggested.  
Obtain the forms at: [www.caag.state.ca.us/fingerprints/forms.htm](http://www.caag.state.ca.us/fingerprints/forms.htm).
- Q4.** Once I obtain an ORI #, where do I have a Live Scan done?  
**A4.** Visit the DOJ website for fingerprinting locations: <http://ag.ca.gov/fingerprints/publications/contact.php>
- Q5.** If I already have an ORI #, what do I do?  
**A5.** Complete and submit **Contractor Certification** form to District office.
- Q6.** How long does the background check take once fingerprinting is done?  
**A6.** The process can take between 10 to 30 business days.
- Q7.** I'm a prime contractor and have subs; do the subs request fingerprints through their company?  
**A7.** The subs are to be fingerprinted through your company; you follow the same procedure as if they were your own employees.
- Q8.** My new employee(s) have been fingerprinted and cleared in the past by their previous employer(s); must they be fingerprinted again?  
**A8.** Yes, they must be fingerprinted under your company name.
- Q9.** I am a sub contractor and working for a prime contractor; my employees have been fingerprinted under my company, what is the process when I'm working for a prime?  
**A9.** If you or your employees are working for a general/prime, the general/prime contractor acts as your employer and you need to be fingerprinted under the general/prime contractor.
- Q10.** Do I need to fingerprint all my employees?  
**A10.** No, you don't need to fingerprint all your employees, but keep in mind that any employees not cleared with DOJ will require a *numbered* ID badge **AND** must be supervised at ALL TIMES by your employee who has been fingerprinted and cleared by DOJ.
- Q11.** Where do I have my photos taken for my badge?  
**A11.** By Appointment At GVSD District Office, 10840 Gilmore Way, Grass Valley, CA 95945, M-F 8:00 am - 4:30 pm
- Q12.** Where do I pick up badges?  
**A12.** Through your CM Firm or at the GVSD District office, 10840 Gilmore Way, Grass Valley, CA 95945  
**By appointment, M-F, 9 a.m. – noon; 530-273-4483 x207**
- Q13.** Are there any charges?  
**A13.** There is a \$2 non-refundable fee per badge, payable when you place your order with Donna.
- Q14.** Do badges expire?  
**A14.** Yes, on June 30<sup>th</sup> of each year. Any badges not returned by June 30<sup>th</sup> of each year are considered lost or missing and are subject to a \$100 per-badge charge. These charges will be enforced pursuant to your contract.



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# Grass Valley School District

**Eric Fredrickson**  
 Superintendent

Project 15-08 Prop 39 Exterior Lighting

## GUARANTEE FORM

\_\_\_\_\_ (Contractor's Name) hereby unconditionally guarantees that the Work performed at, \_\_\_\_\_ 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 9200. 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 and 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 expected. The Contractor has provided contract 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 an Work not in accordance with the requirements of the contract of 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 event it fails to 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 licenses, 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 of the time for enforcement thereof. This guarantee is provided in addition to, and not in lieu of, the District's rights on such contract.

\_\_\_\_\_  
 Contractor's Signature

\_\_\_\_\_  
 Print Name





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# Grass Valley School District

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 Superintendent

Project 15-08 Prop 39 Exterior Lighting

## SUB-BIDDER FORM

LIST OF SUBCONTRACTORS FOR \_\_\_\_\_ (BIDDER)

DIR #: \_\_\_\_\_ Classification: \_\_\_\_\_

Pursuant to the provisions of Sections 4100 to 4114 inclusive, of the California Public Contracts Code, and as set forth in Instructions to Bidders, and the General Conditions, the above name Contractor hereby designates below the names, locations of the place of business, contractor license numbers, and DIR numbers of each Subcontractor. **Failure of the bidder to be registered at the time of bidding shall render the bid non-responsive and unavailable for award. Bidder's listing of an unregistered subcontractor may render the bid non-responsive and unavailable for award unless such failure is the results of an inadvertent error and the provisions of Labor Code section 1771.1 apply.**

Please check one of the boxes and sign below:

\_\_\_\_\_ We are not using any Subcontractors.

\_\_\_\_\_ All of our Subcontractors are performing at least 1/2 of 1% of the Work listed below, including for additive alternatives, if any.

Classification	Name of Subcontractor	Location of Place of Business	Contractor License #	DIR #

Signed \_\_\_\_\_