

**Rescue Union School District**  
**2390 Bass Lake Road, Rescue, California 95672**  
**BOARD OF TRUSTEES**  
**REGULAR MEETING MINUTES**

Tuesday, June 13, 2017 - 6:00 p.m. Open Session (Closed Session at 5:00 p.m.)  
Rescue District Office Board Room  
Teleconference site: 4048 Cerrillos Road, Santa Fe, NM 87507

**DISTRICT MISSION**

Rescue Union School District, in partnership with families and the community, is dedicated to the success of every student by providing a challenging, comprehensive, and quality education in a safe environment in which all individuals are respected, valued, connected, and supported.

<b>ITEM</b>	<b>ITEM DESCRIPTION</b>
<b>CALL TO ORDER:</b>	Board president called the meeting to order.
<b>ROLL CALL:</b>	<ul style="list-style-type: none"> <li>✓Nancy Brownell, President</li> <li>✓Kim White, Vice President</li> <li>✓Suzanna George, Clerk</li> <li>Stephanie Kent, Member</li> <li>✓Tagg Neal, Member</li> <li>David Swart, Superintendent and Board Secretary</li> <li>✓Sid Albaugh, Assistant Superintendent of Business Services</li> <li>✓Dave Scroggins, Assistant Superintendent of Curriculum and Instruction</li> </ul>
<b>PUBLIC COMMENT:</b>	There were no public comments concerning items on the Closed Session Agenda.
<b>CLOSED SESSION: District Conference Room</b>	The Board may adjourned to closed session to discuss matters of personnel, security, negotiations, student discipline, litigation, or other matters as authorized by Government Code Sections 3549.1, 54956.9, 54956.8, 54957, and 54957.6 and Education Code Sections 35146 and 48918.
Consideration of Confidential Student Related Matter	Interdistrict Appeal for Students #17/18-01 and #17/18-02.
Consideration of Confidential Student Related Matter	Interdistrict Appeal for Students #17/18-03 and #17/18-04.
<b>OPEN SESSION:</b>	Reconvened open session in the Board Room.
Welcome	The Board president provided an introduction to Board meeting proceedings.
Flag Salute	The Board president led the flag salute.
1. Adoption of Agenda  (Consideration for Action)	Trustee George moved and Trustee White seconded to adopt the agenda as presented.  Roll Call Vote Aye: Trustees George, White, Neal and Brownell The motion passed 4-0.

<b>REPORTS AND COMMUNICATION:</b>	
Report from Closed Session	Board president report no action taken in closed session.
2. Board Member Reports	This item is provided as an opportunity for trustees to give District related reports.
3. Superintendent's Report (Supplement)	<p>Assistant Superintendent of Business Services, Sid Albaugh facilitated the Board meeting.</p> <ul style="list-style-type: none"> <li>- Promotion Ceremonies very successful</li> <li>- Many projects moving forward across the district (fields, tracks and Marina Village two-story classroom construction)</li> <li>- Additional staff has been hired for summer cleaning/painting</li> </ul> <p>Interim Director of Human Resources, Jess Serna thanked the Board of Trustees and staff members for the opportunity to work in Rescue. He commented on how extraordinarily gracious and welcoming everyone has been and how Rescue truly is a great district, whose employees are hardworking and committed to improving the lives of the children in the community.</p>
4. Department Updates: Curriculum & Instruction/Technology Facilities Support Services	<p>The Board will receive updates on current activities within these departments.</p> <p><u>C &amp; I</u> Dave Scroggins reported on the following activities:</p> <ul style="list-style-type: none"> <li>• Summer Book Study of James Sturtevant's "Hacking Engagement: 50 Tips and Tools to Engage Teachers and Learners Daily"</li> <li>• China Visitation scheduled for Jackson and Lakeview for September and Marina Village and Lake Forest in October</li> <li>• Planning for the August 7, in-service day</li> </ul> <p><u>Facilities</u> Projects currently underway throughout the district included summer deep cleaning of facilities by custodial staff and prep work for new tracks at Marina Village, Jackson and Lake Forest by our grounds crew and Utility Techs. The two-story classroom project is underway with demo work being completed and the area has been fenced for safety. Marina Village kitchen remodel was delayed as the windows did not arrive on schedule. They have now been installed and the project should be completed in the next couple of weeks.</p> <p><u>Support Services</u> The summer program for Special Education students is underway and is off to great start. Director Hendrix shared a story about a challenging student from the program last year that has become very successful over the course of the year. She emphasized how important these special programs are in making these successes happen for some of our more unique students. In July our summer program will begin for English Learners, students from lower socioeconomic backgrounds, homeless and foster youth. So far there are 65 students registered to attend.</p>

<b>PUBLIC COMMENTS:</b>	There were no public comments.						
<b>GENERAL</b>							
<p>5. Interdistrict Attendance Appeal for Students #17/18-01 and #17/18-02</p> <p>(Supplement)</p> <p>(Consideration for Action)</p> <p>Superintendent</p>	<p>Trustee George moved and Trustee White seconded to approve the Interdistrict Attendance Appeal for Students #17/18-01 and #17/18-02.</p> <p>Roll Call Vote</p> <p>Aye: Trustees George, White, Neal and Brownell</p> <p>The motion passed 4-0.</p>						
<p>6. Interdistrict Attendance Appeal For Students #17/18-03 and #17/18-04</p> <p>(Supplement)</p> <p>(Consideration for Action)</p> <p>Superintendent</p>	<p>Trustee George moved and Trustee White seconded to approve the Interdistrict Attendance Appeal for Students #17/18-03 and #17/18-04.</p> <p>Roll Call Vote</p> <p>Aye: Trustees George, White, Neal and Brownell</p> <p>The motion passed 4-0.</p>						
<p>7. Public Hearing – Local Control Accountability Plan (LCAP)</p> <p>(Supplement)</p> <p>(Hearing)</p> <p>Superintendent</p>	<p>The governing board of a school district shall hold at least one public hearing to solicit the recommendations and comments from the public regarding the specific actions and expenditures proposed to be included in the Local Control Accountability Plan.</p> <p>OPEN PUBLIC HEARING: 6:31 p.m.</p> <p>CLOSE PUBLIC HEARING: 6:32 p.m.</p>						
<p>8. California Dashboard Local Indicator Results</p> <p>(Supplement)</p> <p>(Information Only)</p> <p>Assistant Superintendent of Curriculum and Instruction</p>	<p>The Board received information regarding the district’s results for the Local Indicators on the California School Dashboard.</p>						
<p>9. Board Policy Revision/Update</p> <p>(Supplement)</p> <p>(First Reading and Possible Consideration for Action)</p> <p>Superintendent</p>	<p>Periodically, the Board reviews, revises and/or adopts Board Policy. The following policies were provided for first reading and possible consideration for action.</p> <table border="1" data-bbox="721 1572 1378 1671"> <tr> <td>BP 5111</td> <td>Admission</td> </tr> <tr> <td>BP/AR 5141.52</td> <td>Suicide Prevention</td> </tr> <tr> <td>E 5145.6</td> <td>Parental Notifications</td> </tr> </table> <p>Trustee White moved and Trustee George seconded to approve the revisions to the above listed policies as presented.</p> <p>Roll Call Vote</p> <p>Aye: Trustees George, White, Neal and Brownell</p> <p>The motion passed 4-0.</p>	BP 5111	Admission	BP/AR 5141.52	Suicide Prevention	E 5145.6	Parental Notifications
BP 5111	Admission						
BP/AR 5141.52	Suicide Prevention						
E 5145.6	Parental Notifications						

<b>PERSONNEL:</b>	
<p>10. 2016-2017 Tentative Agreement with RUFT</p> <p>(Supplement)</p> <p>(Consideration for Action)</p> <p>Director of Human Resources</p>	<p>The Board considered approval of the 2016-2017 Tentative Agreement between the Rescue Union Federation of Teachers (RUFT) and the Rescue Union School District.</p> <p>Trustee George moved and Trustee White seconded to approve the 2016-2017 Tentative Agreement with the Rescue Union Federation of Teachers (RUFT).</p> <p>Roll Call Vote Aye: Trustees George, White, Neal and Brownell The motion passed 4-0.</p>
<p>11. 2016-2017 Tentative Agreement with CSEA</p> <p>(Supplement)</p> <p>(Consideration for Action)</p> <p>Director of Human Resources</p>	<p>The Board considered approval of the 2016-2017 Tentative Agreement between the California School Employees Association (CSEA) and the Rescue Union School District.</p> <p>Trustee George moved and Trustee White seconded to approve the 2016-2017 Tentative Agreement with California School Employees Association (CSEA).</p> <p>Roll Call Vote Aye: Trustees George, White, Neal and Brownell The motion passed 4-0.</p>
<b>BUSINESS AND FACILITIES ITEMS:</b>	These items are provided for Board information, discussion, and/or action.
<p>12. Budget Update</p> <p>(Supplement)</p> <p>(Information Only)</p> <p>Assistant Superintendent of Business Services</p>	The board received information on the current status of the District budget and the proposed budget for 2017-2018.
<p>13. Public Hearing – Proposed Budget 2017-2018</p> <p>(Supplement)</p> <p>(Hearing)</p> <p>Assistant Superintendent of Business Services</p>	<p>Each year the governing board of each school district shall hold a public hearing on the budget to be adopted for the subsequent fiscal year.</p> <p>OPEN PUBLIC HEARING: 7:29 p.m. CLOSE PUBLIC HEARING: 7:30 p.m.</p> <p>There were no public comments.</p>
<p>14. Resolution #17-15 Rural School Bus Pilot Project Grant – Grant # RSBPP 17-9</p> <p>(Supplement)</p> <p>(Consideration for Action)</p> <p>Assistant Superintendent of Business Services</p>	<p>The District submitted applications for three buses to the Rural School Bus Pilot Project Grant. The District was awarded a grant of \$405,000.00 to replace an existing bus with an electric one. A new charging station will also be installed. This resolution is part of the process to receive the award.</p> <p>Trustee George moved and Trustee White seconded to approve Resolution #17-15 Rural School Bus Pilot Project Grant.</p> <p>Roll Call Vote Aye: Trustees George, White, Neal and Brownell The motion passed 4-0.</p>

<p>15. Noresco's Reconciliation Report Year One</p> <p>(Supplement)</p> <p>(Information Only)</p> <p>Assistant Superintendent of Business Services</p>	<p>The Board received the Noresco's Guaranteed Savings Reconciliation Report for the period of November 1, 2015 to October 31, 2016 for the energy conservation measures to district facilities funded with the Proposition 39 Energy Retrofit Grant.</p>
<p>16. Marina Village Two-Story Classroom Project – Guaranteed Maximum Price (GMP)</p> <p>(Supplement)</p> <p>(Consideration for Action)</p> <p>Assistant Superintendent of Business Services</p>	<p>The Board considered approval of the Lease Leaseback Contract for Construction Services, the Site-Lease, and Sublease Agreement with Carter-Kelly Inc. for construction of the Two-Story Classroom Building Project at Marina Village Middle School.</p> <p>Trustee Neal moved and Trustee George seconded to approve the Lease Leaseback Contract for Construction Services, the Site-Lease, and Sublease Agreement with Carter-Kelly Inc.</p> <p>Roll Call Vote Aye: Trustees George, White, Neal and Brownell The motion passed 4-0.</p>
<p>17. Education Protection Account (EPA) Funds for 2016-2017</p> <p>(Supplement)</p> <p>(Consideration for Action)</p> <p>Assistant Superintendent of Business Services</p>	<p>Revenues from Proposition 30, <i>The Schools and Local Public Safety Protection Act of 2012</i>, are deposited into a state account called Education Protection Account (EPA). Proposition 30 requires that the use of EPA funds be determined by the governing Board.</p> <p>Trustee George moved and Trustee White seconded to approve the Education Protection Account Funds for 2016-2017.</p> <p>Roll Call Vote Aye: Trustees George, White, Neal and Brownell The motion passed 4-0.</p>
<p><b>CONSENT AGENDA:</b></p> <p>(Consideration for Action)</p>	<p>All matters listed under Consent Agenda are considered to be routine or sufficiently supported by prior or accompanying reference materials and information as to not require additional discussion. A motion as referenced below will enact all items.</p> <p>Item #23 pulled for separate vote Trustee White moved and Trustee George seconded to approve the balance of the Consent Agenda.</p> <p>Roll Call Vote Aye: Trustees George, White, Neal and Brownell The motion passed 4-0.</p>
<p>18. Board Special Meeting Minutes (Amended)</p> <p>(Supplement)</p>	<p>Amended Minutes of May 2, 2017 Special Board Meeting.</p>

19. Board Meeting Minutes (Supplement)	Minutes of May 9, 2017 Regular Board Meeting.
20. Board Special Meeting Minutes (Supplement)	Minutes of the May 12, 2017 Special Board Meeting.
21. Board Special Meeting Minutes (Supplement)	Minutes of the May 13, 2017 Special Board Meeting.
22. Board Special Meeting Minutes (Supplement)	Minutes of the May 16, 2017 Special Board Meeting.
23. Board Study Session Minutes (Supplement)	Minutes of May 25, 2017 Board Study Session.  Trustee White moved and Trustee Neal seconded to approve the minutes of the May 25, 2017 Board Study Session.  Roll Call Vote Aye: Trustees White, Neal and Brownell Abstain: Trustee George The motion passed 3-0 with one abstention.
24. District Expenditure Warrants (Supplement)	Warrants must regularly be presented to the Board of Trustees for ratification. Detailed warrant order listings are available at the District Office. The supplement reflects expenditures from 5/11/17 through 6/8/17.
25. Personnel (Supplement)	Rescue Union School District's long-range goal is to recruit a diverse, high quality staff whose goals and philosophies are student focused. Periodically, changes in staffing occur due to need for additional positions, resignations, or requests for leaves of absence. All positions listed are within current budget allocations.
A. Administrative Personnel: Employment:	Amy Bohren, EL Program Coordinator, (1.0 FTE), District Office, effective 7/1/17
B. Certificated Personnel Employment:	Amy Hadden, Teacher, (1.0 FTE), Jackson, effective 8/7/17 Kathryn Kelleher, Teacher, (1.0 FTE), Jackson, effective 8/7/17 Tonia Nichols, Teacher, (.43 FTE), Jackson, effective 8/7/17 Mila Olson, Teacher, (1.0 FTE), All Elementary Schools, effective 8/7/17 Alyssa Pierce, Teacher, (1.0 FTE), Lake Forest, effective 8/7/17 Rebecca Peters, Teacher, (1.0 FTE), Rescue, effective 8/7/17 Mary Carol "MC" Abajian, temporary teaching assignment, (1.0 FTE), Lake Forest, effective 8/7/17 Shannon Alexander, temporary teaching assignment, (1.0 FTE), Lake Forest, effective 8/7/17 Gretchen Belleci, temporary teaching assignment, (1.0 FTE),

	<p>Rescue, effective 8/7/17</p> <p>Mary Brown, temporary assignment, (.23 FTE), Lakeview, effective 8/7/17</p> <p>Daniel Hedman, temporary teaching assignment, (1.0 FTE), Rescue, effective 8/7/17</p> <p>Ana Mountain, temporary teaching assignment, (1.0 FTE), Lake Forest, effective 8/7/17</p> <p>Kristen Rickey, temporary teaching assignment, (1.0 FTE), Rescue, effective 8/7/17</p>
<p>C. Classified Personnel</p> <p>Employment:</p> <p>Resignation:</p> <p>Retirement:</p>	<p>Karen Chambers, School Secretary, (1.0 FTE), Green Valley, effective, 8/2/17</p> <p>David Conolly, Custodian, (1.0 FTE), Rescue, effective 6/14/17</p> <p>Erin Sargent, Library Media Coordinator, (1.0 FTE), Lakeview, effective, 7/21/17</p> <p>Alan Feinberg, Bus Driver, (.70 FTE), Transportation, effective 6/7/17</p> <p>Brian Loyd, Bus Driver, (.70 FTE), Transportation, effective 5/29/17</p> <p>Imelda Schwab, Food Service Worker, (.44 FTE), Food Service, effective 5/29/17</p> <p>Murriel Hackney, RSP Paraeducator, (.4375 FTE), Pleasant Grove, effective 5/29/17</p>
<p>26. Investment Report – Moody’s Investors Service (Supplement)</p>	<p>Moody’s Investors Service provides investors in municipal securities annual financial and rating updates on the current fiscal outlook for individual agencies. Because Rescue Union has issued debt to investors in the past, Moody’s provides this Issuer Comment to investors and also shares this information with the District.</p>
<p>27. Out-of-State Travel National Education Conference (Supplement)</p>	<p>The Board will consider the out-of-state travel for one principal and one teacher to attend the SDE National Education Conference being held in Las Vegas, Nevada.</p>
<p>28. Out-of-State Travel School Bus EXPO (Supplement)</p>	<p>The Board will consider the out-of-state travel for the Director of Transportation to attend the School Bus EXPO Conference being held in Reno, Nevada.</p>
<p>29. Agreement for Legal Services</p>	<p>The District desires to retain and engage the law firm of Fagen, Friedman &amp; Fulfroost LLP to perform legal consulting services on the District’s behalf.</p>
<p>30. Contract – Joint Food Services Director Contract (Supplement)</p>	<p>A joint Food Service Director for Buckeye and Rescue School Districts has been found to be cost effective and efficient. Administration recommends approval of the joint Food Service Director agreement.</p>

<p>31. Food Services Code of Conduct, Procurement (Supplement)</p>	<p>The Board will consider approval of the Food Services Code of Conduct pursuant to Code of Federal Regulation (2CFR), Part 200, which includes the requirements for all child nutrition programs to develop and maintain two procurement documents (1) a written code of conduct, and (2) procurement procedures.</p>
<p>32. Food Services Procurement Procedures (Supplement)</p>	<p>The Board will consider approval of the Food Services Procurement Procedures pursuant to Code of Federal Regulation (2CFR), Part 200, which includes the requirements for all child nutrition programs to develop and maintain two procurement documents (1) a written code of conduct, and (2) procurement procedures.</p>
<p>33. Piggy Back Agreement with San Gabriel, Gold Star Foods (Supplement)</p>	<p>The Board will consider approval of the Piggy Back Agreement with San Gabriel, Gold Star foods and the Food Service Department for frozen and refrigerated foods.</p>
<p>34. 2017-2018 RFP 18-001 – Milk, Juice, Dairy Award (Supplement)</p>	<p>The Board will consider approval of the RFP – 18-001 Milk, Juice and Dairy awarded to Frances Distributing.</p>
<p>35. 2017-2018 RFP 18-002 – Produce Award (Supplement)</p>	<p>The Board will consider approval of the RFP – 18-002, Produce awarded to Gold Star Foods.</p>
<p>36. 2017-2018 RFP 18-003 – Paper Award (Supplement)</p>	<p>The Board will consider approval of the RFP – 18-003, Paper awarded to Crown Distributing.</p>
<p>37. 2017-2018 RFP 18-004 – Frozen Yogurt Award (Supplement)</p>	<p>The Board will consider approval of the RFP – 18-004, Frozen Yogurt awarded to Big Spoon Yogurt.</p>
<p>38. Medi-Cal Administrative Claiming Agreement (Supplement)</p>	<p>The Board will consider approval of the Medi-Cal Administrative Claiming Agreement with Sutter County Superintendent of Schools.</p>
<p>39. Contract - Superintendent</p>	<p>The Board approved the Employment Agreement with Cheryl Olson, for District Superintendent effective July 1, 2017 during a regularly scheduled meeting of the Board of Trustees.</p>
<p>40. Donations (Supplement)</p>	<p>The Board and District appreciate and accept the following donations:  <u>Green Valley Elementary School</u> – \$138.48 donation from Mr. and Mrs. Anzini through the Wells</p>



	<p>Fargo Matching Gifts Program.</p> <ul style="list-style-type: none"> <li>- \$14,575.00 through the Intel Volunteer Grant Program</li> <li>- School supplies from Tutoring Rocks</li> </ul>
<b>CLOSED SESSION:</b>	The Board may reconvene to closed session as authorized by Government Code Sections 3549.1, 54956.9, 54956.8, 54957, and 54957.6 and Education Code Sections 35146 and 48918.
<b>OPEN SESSION:</b>	Reconvene open session
<b>REPORT FROM CLOSED SESSION:</b>	The Board president will report any action taken in closed session.
<b>ADJOURNMENT:</b>	Trustee White moved to adjourn the meeting at 7:59 p.m. Trustee Neal seconded the motion.

015 RESCUE UNION SCHOOL DISTRICT J97617  
 KIP #7049 06/15/17

ACCOUNTS PAYABLE PRELIST  
 BATCH: 7049 KIP #7049 06/15/17

APY500 L.00.12 06/14/17 11:27 PAGE 11  
 << Held for Audit >>

# 7049

Vendor/Addr Req Reference	Remit name Date	Description	Tax ID num	Deposit type FD RESC Y OBJT GOAL	ABA num FUNC LC1	Account num LOC2 L3 SCH T9MPS	Liq Amt	Net Amount
100295/00	WELLER, MARK							
	PV-171536	06/07/2017 MILEAGE	10/31/16-5/25/17	01-1100-0-5200-1110-1000-099-0000-00-000	NN			138.22
			TOTAL PAYMENT AMOUNT			138.22 *		138.22
102998/00	WELLS FARGO FINANCIAL LEASING		421074725					
	175141 PO-170129	05/24/2017 5003968518 JUNE		1 01-0000-0-5690-1110-1000-081-0000-00-000	NN F		431.00	371.08
			TOTAL PAYMENT AMOUNT			371.08 *		371.08
100256/00	ZANATTA, NANCY							
	PV-171530	05/26/2017 WALMART		01-9427-0-4300-1110-1000-027-0000-97-000	NN			17.35
	PV-171530	05/26/2017 SAFEWAY		01-9427-0-4300-1110-1000-027-0000-97-000	NN			11.98
			TOTAL PAYMENT AMOUNT			29.33 *		29.33
			TOTAL BATCH PAYMENT			136,315.57 ***	0.00	136,315.57
			TOTAL USE TAX AMOUNT			27.32		
			TOTAL DISTRICT PAYMENT			136,315.57 ****	0.00	136,315.57
			TOTAL USE TAX AMOUNT			27.32		
			TOTAL FOR ALL DISTRICTS:			136,315.57 ****	0.00	136,315.57
			TOTAL USE TAX AMOUNT			27.32		

Number of checks to be printed: 42, not counting voids due to stub overflows.  
 Number of zero dollar checks: 5, will be printed.

Pursuant to Rescue Union School District policy, the El Dorado County Superintendent of Schools is hereby authorized and directed to issue individual warrants to the payees named herein.

 6-14-17  
 District Designee Date

015 RESCUE UNION SCHOOL DISTRICT J11099  
 #7050 KIP 6/22/17

ACCOUNTS PAYABLE PRELIST  
 BATCH: 7050 KIP #7050 06/22/17

APY500 L.00.12 06/21/17 12:20 PAGE 12  
 << Held for Audit >>

Vendor/Addr Req Reference	Remit name Date	Description	Tax ID num	Deposit type FD RESC Y OBJT GOAL	ABA num FUNC LC1	Account num LOC2 L3 SCH T9MPS	Liq Amt	Net Amount
105171/00	THE STAGE DEPOT		260069971					
175895 PO-170883	04/24/2017	6314MW		1 01-9494-0-4400-1110-1000-024-0061-94-000	NN F		2,769.66	2,769.66
TOTAL PAYMENT AMOUNT							2,769.66 *	2,769.66
075823/00	THOMPSON'S AUTO AND TRUCK							
175080 PO-170009	06/14/2017	CLOSE PER J.SHIRKMAN		1 01-0842-0-4360-0000-3600-083-0000-00-000	NN C		108.50	0.00
TOTAL PAYMENT AMOUNT							0.00 *	0.00
104285/00	THOMPSON, MICHELLE OR JOHN							
PV-171554	06/01/2017	REISSUE ST DT #80528481		13-0000-0-9598-0000-0000-000-0000-00-000	NN			9.25
TOTAL PAYMENT AMOUNT							9.25 *	9.25
100780/00	TRUE VALUE HARDWARE							
175034 PO-170050	06/14/2017	CLOSE PER J.SHIRKMAN		1 01-0000-0-4300-0000-8200-084-0000-00-000	NN C		43.20	0.00
TOTAL PAYMENT AMOUNT							0.00 *	0.00
101567/00	VALLEY TRUCK & TRACTOR COMPANY							
175035 PO-170141	06/14/2017	CLOSE PER J.SHIRKMAN		1 01-0000-0-4300-0000-8200-084-0000-00-000	NN C		965.61	0.00
TOTAL PAYMENT AMOUNT							0.00 *	0.00
001293/00	ZEP SALES & SERVICE							
175083 PO-170006	06/14/2017	CLOSE PER J.SHIRKMAN		1 01-0842-0-4360-0000-3600-083-0000-00-000	NN C		415.68	0.00
TOTAL PAYMENT AMOUNT							0.00 *	0.00
TOTAL BATCH PAYMENT					96,212.28 ***		0.00	96,212.28
TOTAL USE TAX AMOUNT					5.95			
TOTAL DISTRICT PAYMENT					96,212.28 ****		0.00	96,212.28
TOTAL USE TAX AMOUNT					5.95			
TOTAL FOR ALL DISTRICTS:					96,212.28 ****		0.00	96,212.28
TOTAL USE TAX AMOUNT					5.95			

#7050

Number of checks to be printed: 37, not counting voids due to stub overflows.  
 Number of zero dollar checks: 37, will be printed.

Pursuant to Rescue Union School District policy, the El  
 Dorado County Superintendent of Schools is hereby  
 authorized and directed to issue individual warrants to the  
 payees named herein.

*[Signature]* 6-21-17  
 District Designee Date

**RESCUE UNION SCHOOL DISTRICT**

**AGENDA ITEM:   Certificated Personnel**

**BACKGROUND:**

Periodically changes in certificated staffing occur due to hiring, resignations or request for leaves of absence. The Board must formally approve these requests.

**STATUS:**

The following certificated personnel changes are listed on the agenda.

<b>Name</b>	<b>Personnel Action</b>	<b>Position FTE</b>	<b>Position</b>	<b>School or Dept.</b>	<b>Effective Date</b>
Christina Brazzel	Employment	.52	Teacher	Lake Forest	8/7/17
Pamela Nessenson	Retirement	1.0	Teacher	Lake Forest	5/26/17

**FISCAL IMPACT:**

Fiscal impact will be reflected in the 2017-18 budget.

**BOARD GOAL:**

Board Focus Goal IV – STAFF NEEDS:

Attract and retain diverse, knowledgeable, dedicated employees who are skilled and supported in their commitment to providing quality education for our students.

**RECOMMENDATION:**

The Superintendent recommends the Board approve the above personnel actions.

**RESCUE UNION SCHOOL DISTRICT**

**AGENDA ITEM: Classified Personnel**

**BACKGROUND:**

Periodically changes in classified staffing occur due to hiring, resignations or requests for leaves of absence. The Board must formally approve these requests.

**STATUS:**

The following classified personnel changes are listed on the agenda:

<b>Name</b>	<b>Personnel Action</b>	<b>Position FTE</b>	<b>Position</b>	<b>School/Dept.</b>	<b>Effective Date</b>
Julia Chwastyk	Resignation	.2307	Student Services Secretary	Marina Village	6/23/17
Julia Chwastyk	Resignation	.4688	Health Office Aide	Marina Village	6/23/17
Kristin Clements	Resignation	.75	Itinerant Independence Fac.	Lakeview	5/29/17
Briana McCarthy	Resignation	.5625	Health Office Nurse	Lake Forest	5/31/17
Mandolin Shaffer	Resignation	.7813	IA LVN/RN	Lake Forest	5/31/17

**FISCAL IMPACT:**

Fiscal impact will be reflected in the 2016-17 and 2017-18 budget years.

**BOARD GOAL:**

Board Focus Goal IV – STAFF NEEDS:

Attract and retain diverse, knowledgeable, dedicated employees who are skilled and supported in their commitment to providing quality education for our students.

**RECOMMENDATION:**

The Superintendent recommends the Board approve the above personnel actions.

**Rescue Union School District**

**AGENDA ITEM: Consolidated Application**

**BACKGROUND:**

The Consolidated Application is used by the California Department of Education (CDE) to distribute categorical funds from various federal programs to school districts throughout California. Annually, in June, each local agency (LEA) submits the spring release of the application to document participation in these programs and provide assurances that the district will comply with the legal requirements of each program. The winter release of the application is submitted in January of each year and contains the district entitlements for each funded program.

**STATUS:**

The Consolidated Application is completed online through the Consolidated Application and Reporting System (CARS) to apply for Categorical Program funding and to report the use of these funds.

**FISCAL IMPACT:**

Receipt of continued federal categorical aid funds.

**BOARD GOAL(S):**

Board Focus Goal I – STUDENT NEEDS:

- B. Curriculum and Instruction: Provide a meaningful, innovative learning environment using Common Core, and other student content standards and research-based, progressive, effective instructional methodology, instructional materials, staff development and technology that will ensure student success in career and college.

Board Focus Goal II – FISCAL ACCOUNTABILITY:

Keep the district fiscally solvent through prudent LCAP aligned budget processes in order to meet the needs of our students.

**RECOMMENDATION:**

Approve the Consolidated Application.



### CONSOLIDATED APPLICATION AND REPORTING SYSTEM (CARS)

Rescue Union Elementary (09 61978 0000000)

<a href="#">Home</a>	<a href="#">Data Entry Forms</a>	<a href="#">Certification Preview</a>	<a href="#">Reports</a>	<a href="#">Contacts</a>	<a href="#">FAQs</a>
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[Data Entry Instructions](#)

## 2017-18 Application for Funding

Required fields are denoted with an asterisk (\*).

### Local Governing Board Approval

The LEA is required to review and receive approval of their Application for Funding selections with their local governing board.

Date of approval by local governing board:  (ex. 04/30/2012)

### District English Learner Advisory Committee (DELAC) Review

Per Title 5 of the California Code of Regulations Section 11308, if your district has more than 50 English learners the district must establish a District English Learner Advisory Committee (DELAC) and involve them in the application for funding for programs that serve English learners.

DELAC representative's full name:

DELAC review date:

Meeting minutes web address:  
Please enter the Web address of DELAC review meeting minutes (format http://SomeWebsiteName.xxx). If a Web address is not available, the LEA must keep the minutes on file which indicates that the application is approved by the committee.

DELAC comment:  
If an advisory committee refused to review the application, or if DELAC review is not applicable, enter a comment. (Maximum 500 characters)

### Application for Categorical Programs

To receive specific categorical funds for a school year the LEA must apply for the fund by selecting Yes. Only the categorical funds the LEA is eligible to receive are displayed.

**\* Title I Part A (Basic Grant):**  No  Yes  
ESSA Sec. 1111 et seq.  
SACS 3010

**\* Title II Part A (Supporting Effective Instruction):**  No  Yes  
ESEA Sec. 2104  
SACS 4035

**\* Title III Part A Immigrant:**  No  Yes  
ESEA Sec. 3102  
SACS 4201

**\* Title III Part A English Learner:**  No  Yes  
ESEA Sec. 3102  
SACS 4203

*Last Saved: Laura Hendrix (lhendrix), 6/22/2017 11:57 AM, Draft*

Education Data Office | [ConApp@cde.ca.gov](mailto:ConApp@cde.ca.gov) | 916-319-0297  
General CARS Questions: Consolidated Application Support Desk | [conappsupport@cde.ca.gov](mailto:conappsupport@cde.ca.gov) | 916-319-0297

California Department of Education  
1430 N Street  
Sacramento, CA 95814

[Web Policy](#)



**Rescue Union School District**

**AGENDA ITEM: Marina Village Middle School  
Physical Education Classroom Field Improvement**

**BACKGROUND:**

The useful life of the Marina Village Middle School field has run its course and is in need of a major overhaul. The physical education classroom field has suffered through years of inadequate irrigation pressure and water volume which has rendered past maintenance/repairs useless. The field which is used daily by hundreds of students is not in adequate condition for our PE department or facility use.

**STATUS:**

The irrigation has been corrected by district maintenance staff with a number of major plumbing endeavors saving the district tens of thousands of dollars. We have done extensive research to find a turf that will with stand the daily use, but will also be water efficient. After meeting with various community groups and site staff, the District will be installing a drought tolerant Bermuda hybrid turf that is very conducive to soccer, lacrosse and baseball.

The Board approved this project on March 14, 2017 and sought informal bids from prequalified contractors pursuant to the California Uniform Public Construction Cost Accounting Act (CUPCCAA) procedures as set forth in the Public Contract Code Sections 22030-22045.

Saenz Landscape Construction Company submitted the successful bid of \$162,781 to complete the project. The District staff is bringing the contract forward for Board approval.

**FISCAL IMPACT:**

Funding for this project will come from the District's Capital Facility Funds and will be offset by future facility use fees or a long-term capital investment agreement with the El Dorado Hills Community Services District.

**BOARD GOAL(S):**

Board Focus Goal II – FISCAL ACCOUNTABILITY:

Keep the district fiscally solvent through prudent budget processes in order to meet the needs of our students.

Board Focus Goal V - FACILITY / HOUSING

Build, improve and maintain school facilities to meet current and future education needs while integrating the most effective and efficient use of resources.

Local Control Accountability Plan GOAL 6:

The District will create and maintain facilities and grounds that are safe, clean and conducive to the learning process.

**RECOMMENDATION:**

District Staff recommends the Board approve the contract with Saenz Landscape Construction Company on the Physical Education Classroom Field Improvement at Marina Village Middle School.

**BID FORM**

Date: 6/13/17

Dear Board Members:

The undersigned doing business under the firm name of:

Soens Landscape Construction Company  
hereby propose and agree to enter into a Contract, to furnish any and all labor, materials, applicable taxes, equipment and services for the completion of Work described hereinafter and in the Contract Documents:

**Project # 17-008  
Marina Village Middle School  
"Physical Education Field Improvement"  
1901 Francisco Dr,  
El Dorado Hills, CA 95762**

prepared by:

**Rescue Union School District  
Philip Jones- Maintenance and Operations Coordinator  
530-672-4300**

One Hundred Sixty-Two Thousand  
Seven Hundred Eighty-one and no/100 — Dollars  
(\$ 162,781.00 )

11.1.6 BUILDER'S RISK/"ALL RISK"/EARTHQUAKE OVER 3.5/TIDAL WAVE INSURANCE

11.1.6.1 COURSE-OF-CONSTRUCTION INSURANCE REQUIREMENTS

Contractor, during the progress of the Work and until final acceptance of the Work by Owner upon completion of the entire Contract, shall maintain Builder's Risk/Course-of-Construction insurance satisfactory to the Owner, issued on a completed value basis on all insurable Work included under the Contract Documents. This insurance shall insure against all risks, including but not limited to the following perils: vandalism, theft, malicious mischief, fire, sprinkler leakage, civil authority, sonic boom, explosion, collapse, flood, earthquake (for projects not solely funded through revenue bonds, limited to earthquakes equivalent to or under 3.5 on the Richter Scale in magnitude), wind, hail, lightning, smoke, riot or civil commotion, debris removal (including demolition) and reasonable compensation for the Architect's services and expenses required as a result of such insured loss. This insurance shall provide coverage in an amount not less than the full cost to repair, replace or reconstruct the Work. Such insurance shall include the Owner, the Architect, and any other person or entity with an insurable interest in the Work as an additional named insured.

The Contractor shall submit to the Owner for its approval all items deemed to be uninsurable under the Builder's Risk/Course-of Construction insurance. The risk of the damage to the Work due to the perils covered by the Builder's Risk/Course-of-Construction insurance, as well as any other hazard which might result in damage to the Work, is that of the Contractor and the surety, and no claims for such loss or damage shall be recognized by the Owner, nor will such loss or damage excuse the complete and satisfactory performance of the Contract by the Contractor.

11.1.6.2 EARTHQUAKE INSURANCE

If Contractor's bid is accepted by Owner as to earthquake insurance over 3.5 on the Richter Scale, Contractor shall maintain, in effect during the Work and until final acceptance of the Work by Owner upon completion of the entire Contract, insurance providing coverage for loss, destruction or damage arising out of or caused by earthquake and/or other earth movement, whether seismic or volcanic in origin, over 3.5 on the Richter Scale in magnitude. This insurance shall provide coverage in an amount not less than the full cost to repair, replace or reconstruct the Work.

11.1.6.3 TIDAL WAVE INSURANCE

If Contractor's bid is accepted by Owner as to insurance coverage for tidal wave, Contractor shall maintain, in effect during the Work and until final acceptance of the Work by Owner upon completion of the entire Contract, insurance providing coverage

for loss, destruction or damage arising out of or caused by tidal wave and other similar acts of God. This insurance shall provide coverage in an amount not less than the full cost to repair, replace or reconstruct the Work.]

If written notice of the Award of Contract is mailed, faxed, or delivered to the undersigned at any time before this bid is withdrawn, the undersigned shall, within ten (10) days after the date of such mailing, faxing, or delivering of such notice, execute and deliver an agreement in the form of agreement present in these Contract Documents and give Performance and Payment Bonds in accordance with the specifications and bid as accepted.

The undersigned hereby designates as the office to which such Notice of Award of Contract may be mailed, faxed, or delivered:

12167 Johnson Blvd., Ste. D  
Reno Cordova, CA 95742

Our Public Liability and Property Damage Insurance is placed with:

Financial Pacific Insurance

Our Workers' Compensation Insurance is placed with:

Everest National Insurance

Circular letters, bulletins, addenda, etc., bound with the specifications or issued during the time of bidding are included in the bid, and, in completing the Contract, they are to become a part thereof.

The receipt of the following addenda to the specifications is acknowledged:

Addendum No. \_\_\_\_\_ Date \_\_\_\_\_ Addendum No. \_\_\_\_\_ Date \_\_\_\_\_

Addendum No. \_\_\_\_\_ Date \_\_\_\_\_ Addendum No. \_\_\_\_\_ Date \_\_\_\_\_

Addendum No. \_\_\_\_\_ Date \_\_\_\_\_ Addendum No. \_\_\_\_\_ Date \_\_\_\_\_

This bid may be withdrawn at any time prior to the scheduled time for the opening of bids or any authorized postponement thereof.

A bidder shall not submit a bid unless the bidder's California contractor's license number appears clearly on the bid, the license expiration date and class are stated, and the bid contains a statement that the representations made therein are made under penalty of perjury. Any bid submitted by a contractor who is not licensed pursuant to Business and Professions Code section 7028.15 shall be considered nonresponsive and shall be rejected. Any bid not containing the above information may be considered nonresponsive and may be rejected.

**NOTE:** Each bid must give the full business address of the bidder and be signed by bidder with bidder's usual signature. Bids by partnerships must furnish the full name of all partners and must be signed in the partnership name by a general partner with authority to bind the partnership in such matters, followed by the signature and designation of the person signing. The name of the person signing shall also be typed or printed below the signature. Bids by corporations must be signed with the legal name of the corporation, followed by the name of the state of incorporation and by the signature and designation of the chairman of the board, president or any vice president, and then followed by a second signature by the secretary, assistant secretary, the chief financial officer or assistant treasurer. All persons signing must be authorized to bind the corporation in the matter. The name of each person signing shall also be typed or printed below the signature. Satisfactory evidence of the authority of the officer signing on behalf of a corporation shall be furnished.

The undersigned declares under penalty of perjury under the laws of the State of California that the representations made in this bid are true and correct.

Print or Type Name : Michael Saenz  
Title: Partner  
Name of Company as Licensed: Saenz Landscaping Construction Co.  
Business Address: 12167 Johnson Blvd., Ste D  
Rancho Cordova, CA 95742  
Telephone Number: (916) 294-0555  
California Contractor License No.: 551658  
Class and Expiration Date: C22+A  
State of Incorporation, if Applicable: N/A

Evidence of authority to bind corporation is attached.

Dated: June 13, 2017

Signed: Michael Saenz

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS that we the undersigned  
Saenz Landscape Construction Company as Principal and  
Philadelphia Indemnity Insurance Company as Surety, are hereby held and firmly bound  
unto the Rescue Union School District "Owner" in the sum of Ten Percent of the Total Bid Amount  
Dollars (\$ 10%) for payment of which sum, well and truly to be made, we  
hereby jointly and severally bind ourselves, our heirs, executors, administrators,  
successors and assigns.

The condition of the above obligation is such that whereas the Principal has  
submitted to the Owner a certain bid, attached hereto and hereby made a part hereof, to  
enter into a Contract in writing for the construction of Marina Village Physical Education Field Improvement in  
strict accordance with Contract Documents.

NOW, THEREFORE,

- a. If said bid shall be rejected, or, in the alternative;
- b. If said bid shall be accepted and the Principal shall execute and deliver a  
contract in the form of agreement attached hereto and shall execute and deliver  
Performance and Payment Bonds in the forms attached hereto (all properly completed in  
accordance with said bid), and shall in all other respects perform the agreement created  
by the acceptance of said bid;

Then this obligation shall be void, otherwise the same shall remain in full force  
and effect, it being expressly understood and agreed that the liability of the Surety for any  
and all default of the Principal hereunder shall be the amount of this obligation as herein  
stated.

Surety, for value received, hereby stipulates and agrees that no change, extension  
of time, alteration or addition to the terms of the Contract on the call for bids, or to the  
Work to be performed hereunder, or the specifications accompanying the same, shall in  
any way affect its obligation under this bond, and it does hereby waive notice of any such  
change, extension of time, alteration or addition to the terms of said Contract or the call  
for bids, or to the Work, or to the specifications.

IN WITNESS WHEREOF, the above-bounden parties have executed this  
instrument under several seals this 9th day of June, 2017, the name  
and corporate party being hereto affixed and these presents duly signed by its

undersigned representative, pursuant to authority of its governing body. In the presence of:

(Notary Seal)

Saenz Landscape Construction Company \_\_\_\_\_  
(Principal)

12167 Folsom Blvd., Suite D  
Rancho Cordova, CA 95742 \_\_\_\_\_  
(Business Address)

*Michael Saenz* \_\_\_\_\_

Philadelphia Indemnity Insurance Company \_\_\_\_\_  
(Corporate Surety)

251 South Lake Avenue, Suite 360  
Pasadena, CA 91101 \_\_\_\_\_  
(Business Address)

By: *Stanley J. Matranga* \_\_\_\_\_

Stanley J. Matranga, Attorney-In-Fact \_\_\_\_\_

The rate or premium of this bond is \_\_\_\_\_ Nil. \_\_\_\_\_ per thousand, the total amount of premium charged, \$ Nil. \_\_\_\_\_

(The above must be filled in by Corporate Surety).



**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 **Stanley J. Matranga, Eric V. Matranga of Matranga Bonds & 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 \$25,000,000.00.

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 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.

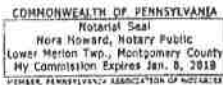
IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 14<sup>TH</sup> DAY OF NOVEMBER, 2016.



(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 Seal)

Notary Public:

residing at:

Bala Cynwyd, PA

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 9 day of June, 2017.



Edward Sayago, Corporate Secretary  
**PHILADELPHIA INDEMNITY INSURANCE COMPANY**

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

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 Sacramento )

On June 9, 2017 before me, Eric Matranga, Notary Public  
*Date Here Insert Name and Title of the Officer*

personally appeared Stanley J. Matranga  
*Name(s) of Signer(s)*

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 *Eric Matranga*  
*Signature of Notary Public*

*Place Notary Seal Above*

**OPTIONAL**

*Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.*

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_ Document Date: \_\_\_\_\_  
Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

**NONCOLLUSION DECLARATION**  
**TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID**

Owner: Rescue Union School District

Project: Marina Village Physical Education Field Improvement

The undersigned declares:

I am the partner of Seems Landscape Construction Company, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on June 13, 2017, at Rancho Cordova [city], CA [state].

Michael Saenz  
Signature

Michael Saenz  
Print Name

## DESIGNATION OF SUBCONTRACTORS

Each bidder shall set forth below the name and the location of the place of business of each subcontractor and the California contractor license number of each subcontractor who will perform work or labor or render service to the Contractor in or about the construction of the Work or improvement, or to a subcontractor licensed by the State of California who, under subcontract to the Contractor, specially fabricates and installs a portion of the Work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of 1 percent (0.5%) of the bidder's total bid, and the portion of the Work which will be done by each subcontractor. An inadvertent error in listing a California contractor's license number shall not be grounds for filing a bid protest or for considering the bid nonresponsive if the bidder submits the corrected contractor's license number to the Owner within 24 hours after the bid opening, or any continuation thereof, so long as the corrected contractor's license number corresponds to the submitted name and location for that subcontractor.

If the Contractor fails to specify a subcontractor for any portion of the Work to be performed under the Contract in excess of one-half of 1 percent (0.5%) of the Contractor's total bid, the Contractor shall be deemed to have agreed to perform such portion itself, and shall not be permitted to subcontract that portion of the Work except under the conditions hereinafter set forth.

Subletting or subcontracting of any portion of the Work as to which no subcontractor was designated in the original bid shall only be permitted in cases of public emergency or necessity, and then only after a finding reduced to writing as a public record of the legislative body of the Owner.

As of March 1, 2015, for any bid proposal submitted, and as of April 1, 2015, for any contract for public work entered into, an inadvertent error in listing a subcontractor who is not registered under Labor Code section 1725.5 shall not be grounds for filing a bid protest or grounds for considering the bid nonresponsive, provided that either: the subcontractor is registered prior to the bid opening; or the subcontractor is registered and has paid the penalty registration fee specified in Labor Code section 1725.5(a)(2)(E), if applicable, within 24 hours after the bid opening; or the subcontractor is replaced by another registered subcontractor under Public Contract Code section 4107. Failure of a listed subcontractor to be registered shall be grounds under Public Contract Code section 4107 for the Contractor, with the Owner's consent, to substitute a registered subcontractor for the unregistered subcontractor.

Failure to provide this information in a legible manner may result in the rejection of an otherwise acceptable bid.

**NOTE:** *Reproduce page two of this section for additional listings needed beyond the length of this form.*

Portion of Work	Name of Subcontractor & Phone No.	Location of Subcontractor	California Contractor License Number
grading	McClellan Dredging + Excavating (916) 666-0741	Sacramento, CA	994036
sod install	Park Avenue Inc (707) 479-4748	Sebastopol, CA	759431

Portion of Work	Name of Subcontractor & Phone No.	Location of Subcontractor	California Contractor License Number

I am the authorized representative of the Bidder submitting this Designation of Subcontractors and I declare that each subcontractor listed holds a valid and current contractor license in good standing in California to perform the portion of work for which the subcontractor is listed.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on June 13, 2017, at Rancho Cordova [city], CA [state].

Signature: Michael Saenz

Print Name: Michael Saenz

Title: Partner



## RESCUE UNION SCHOOL DISTRICT

*"Educating for the Future Together"*

2390 Bass Lake Road • Rescue, CA 95672

(530) 677-4461 • FAX (530) 677-0719

[www.rescueusd.org](http://www.rescueusd.org)

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# Rescue Union School District CUPCAA Project <\$45k - \$175k>

David Swart, Superintendent

Board of Trustees

Nancy Brownell • Suzanna George • Stephanie Kent • Tagg Neal • Kim White

## AGREEMENT BETWEEN OWNER AND CONTRACTOR

---

This Agreement between Owner and Contractor (the "Agreement") effective June 21, 2017 between **Rescue Union School District** (the "Owner") and **Saenz Landscape Construction Co** (the "Contractor"), each a "Party" and together, the "Parties" to this Agreement.

The Contractor and the Owner agree as follows:

**1. SCOPE OF WORK.** The Contractor agrees to furnish all labor, equipment and materials, including tools, implements, and appliances required, and to perform all the work in a good and workmanlike manner, free from any and all liens and claims from mechanics, material suppliers, subcontractors, artisans, machinists, teamsters, freight carriers, and laborers required for:

**Project# 17-008  
Marina Village Middle School  
Physical Education Field Improvement  
1901 Francisco Dr,  
El Dorado Hills, CA 95762**

all in strict compliance with the plans, drawings and specifications therefore prepared by:

**Rescue Union School District  
Philip Jones M&O Coordinator  
530-672-4300**

and other contract documents relating thereto.

**2. CONTRACT DOCUMENTS.** The Contractor and the Owner agree that all of the documents listed in Article 1.1.1 of the General Conditions form the Contract Documents which form the Contract.

**3. TIME TO COMPLETE AND LIQUIDATED DAMAGES.** Time is of the essence in this contract, and the time of completion for the Project shall be **Forty Five (45)** calendar days from (a) the date of commencement of the Work as established in the Owner's Notice to Proceed, or (b) if no other date is established in a Notice to Proceed from Owner, the date of Contractor's actual commencement of the Work (including mobilization).

Failure to complete the Project within the time and in the manner provided for by the Contract Documents shall subject the Contractor to liquidated damages. For purposes of liquidated damages, the concept of substantial completion shall not constitute completion and is not part of the Contract Documents. The actual occurrence of damages and the actual amount of the damages which the Owner would suffer if the Project were not completed within the specified



times set forth are dependent upon many circumstances and conditions which could prevail in various combinations and, from the nature of the case, it is impracticable and extremely difficult to fix the actual damages. Damages which the Owner would suffer in the event of delay include, but are not limited to, loss of the use of the Project, disruption of activities, costs of administration, supervision and the incalculable inconvenience and loss suffered by the public. Accordingly, the parties agree that the amount set forth above shall be the amount of damages which the Owner shall directly incur upon failure of the Contractor to complete the Project within the time specified: **\$ 500.00**, for each calendar day by which completion of the Project is delayed beyond the completion date as adjusted by change orders.

If the Contractor becomes liable under this section, the Owner, in addition to all other remedies provided by law, shall have the right to withhold any and all retained percentages of payments and/or progress payments, and to collect the interest thereon, which would otherwise be or become due the Contractor until the liability of the Contractor under this section has been finally determined. If the retained percentages and withheld progress payments appear insufficient to discharge all liabilities of the Contractor incurred under this Article, the Contractor and its sureties shall continue to remain liable to the Owner for such liabilities until all such liabilities are satisfied in full.

If the Owner accepts any work or makes any payment under this Agreement after a default by reason of delays, the payment or payments shall in no respect constitute a waiver or modification of any Agreement provisions regarding time of completion and liquidated damages.

**4. PAYMENT.** The Owner agrees to pay the Contractor in current funds **One Hundred Sixty Two Thousand Seven Hundred Eighty One dollars (\$162,781)** for work satisfactorily performed after receipt of properly documented and submitted Applications for Payment and to make payments on account thereof, as provided in the General Conditions.

**5. CHANGES.** Changes in this Agreement or in the Work to be done under this Agreement shall be made as provided in the General Conditions.

**6. TERMINATION.** The Owner and Contractor may terminate the Contract as provided in the General Conditions.

**7. PREVAILING WAGES.** The Project is a public work, the Work shall be performed as a public work and pursuant to the provisions of Section 1770 et seq. of the Labor Code of the State of California, which are hereby incorporated by reference and made a part hereof, the Director of Industrial Relations has determined the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in the locality in which the work is to be performed, for each craft, classification or type of worker needed to execute this Contract. Per diem wages shall be deemed to include employer payments for health and welfare, pension, vacation, apprenticeship or other training programs, and similar purposes. Copies of the rates are on file at the Owner's principal office. The rate of prevailing wage for any craft, classification or type of workmanship to be employed on this Project is the rate established by the applicable collective bargaining agreement which rate so provided is hereby adopted by reference and shall be effective for the life of this Agreement or until the Director of the Department of Industrial

Relations determines that another rate be adopted. It shall be mandatory upon the Contractor and on any subcontractor to pay not less than the said specified rates to all workers employed in the execution of this Agreement.

The Contractor and any subcontractor under the Contractor as a penalty to the Owner shall forfeit not more than Two Hundred Dollars (\$200.00) for each calendar day or portion thereof for each worker paid less than the stipulated prevailing rates for such work or craft in which such worker is employed. The difference between such stipulated prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the stipulated prevailing wage rate shall be paid to each worker by the Contractor.

The Contractor and each Subcontractor shall keep or cause to be kept an accurate record for work on this Project showing the names, addresses, social security numbers, work classification, straight time and overtime hours worked and occupations of all laborers, workers and mechanics employed by them in connection with the performance of this Contract or any subcontract thereunder, and showing also the actual per diem wage paid to each of such workers, which records shall be open at all reasonable hours to inspection by the Owner, its officers and agents and to the representatives of the Division of Labor Law Enforcement of the State Department of Industrial Relations. Contractor and Subcontractor shall comply with Labor Code section 1776. The Contractor and each subcontractor shall furnish a certified copy of all payroll records directly to the Labor Commissioner.

Public works projects shall be subject to compliance monitoring and enforcement by the Department of Industrial Relations. A contractor or subcontractor shall not be qualified to submit a bid or to be listed in a bid proposal subject to the requirements of Public Contract Code section 4104 unless currently registered and qualified under Labor Code section 1725.5 to perform public work as defined by Division 2, Part 7, Chapter 1 (§§1720 et seq.) of the Labor Code. A contractor or subcontractor shall not be qualified to enter into, or engage in the performance of, any contract of public work (as defined by Division 2, Part 7, Chapter 1 (§§1720 et seq.) of the Labor Code) unless currently registered and qualified under Labor Code section 1725.5 to perform public work.

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

Dollars (\$25.00) for each worker employed in the execution of this Agreement by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight hours in any one calendar day, and forty hours in any one calendar week, except as herein provided.

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

**10. DSA OVERSIGHT PROCESS.** The Contractor must comply with the applicable requirements of the Division of State Architect ("DSA") Construction Oversight Process ("DSA Oversight Process"), including but not limited to (a) notifying the Owner's Inspector of Record/Project Inspector ("IOR") upon commencement and completion of each aspect of the work as required under DSA Form 156; (b) coordinating the Work with the IOR's inspection duties and requirements; (c) submitting verified reports under DSA Form 6-C; and (d) coordinating with the Owner, Owner's Architect, any Construction Manager, any laboratories, and the IOR to meet the DSA Oversight Process requirements without delay or added costs to the Project.

Contractor shall be responsible for any additional DSA fees related to review of proposed changes to the DSA-approved construction documents, to the extent the proposed changes were caused by Contractor's wrongful act or omissions. If inspected work is found to be in non-compliance with the DSA-approved construction documents or the DSA-approved testing and inspection program, then it must be removed and corrected. Any construction that covers unapproved or uninspected work is subject to removal and correction, at Contractor's expense, in order to permit inspection and approval of the covered work in accordance with the DSA Oversight Process.

**11. INDEMNIFICATION AND INSURANCE.** The Contractor will defend, indemnify and hold harmless the Owner, its governing board, officers, agents, trustees, employees and others as provided in the General Conditions.

By this statement the Contractor represents that it has secured the payment of Workers' Compensation in compliance with the provisions of the Labor Code of the State of California and during the performance of the work contemplated herein will continue so to comply with said provisions of said Code. The Contractor shall supply the Owner with certificates of

insurance evidencing that Workers' Compensation Insurance is in effect and providing that the Owner will receive thirty (30) days' notice of cancellation.

Contractor shall provide the insurance set forth in the General Conditions. The amount of general liability insurance shall be **\$1,000,000** per occurrence for bodily injury, personal injury and property damage and the amount of automobile liability insurance shall be **\$1,000,000** per accident for bodily injury and property damage combined single limit.

**12. ENTIRE AGREEMENT.** The Contract constitutes the entire agreement between the parties relating to the Project, and supersedes any prior or contemporaneous agreement between the parties, oral or written, including the Owner's award of the Project to Contractor, unless such agreement is expressly incorporated herein. The Owner makes no representations or warranties, express or implied, not specified in the Contract. The Contract is intended as the complete and exclusive statement of the parties' agreement pursuant to California Code of Civil Procedure section 1856.

**13. EXECUTION OF OTHER DOCUMENTS.** The parties to this Agreement shall cooperate fully in the execution of any and all other documents and in the completion of any additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of the Contract.

**14. EXECUTION IN COUNTERPARTS.** This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy, or an original, with all signatures appended together, shall be deemed a fully executed Agreement.

**15. BINDING EFFECT.** Contractor, by execution of this Agreement, acknowledges that Contractor has read this Agreement and the other Contract Documents, understands them, and agrees to be bound by their terms and conditions. The Contract shall inure to the benefit of and shall be binding upon the Contractor and the Owner and their respective successors and assigns.

**16. SEVERABILITY; GOVERNING LAW; CHOICE OF FORUM.** If any provision of the Contract shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof. The Contract shall be governed by the laws of the State of California. Any action or proceeding seeking any relief under or with respect to this Agreement shall be brought solely in the Superior Court of the

State of California for the County of El Dorado, subject to transfer of venue under applicable State law, provided that nothing in this Agreement shall constitute a waiver of immunity to suit by Owner.

**17. AMENDMENTS.** The terms of the Contract shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement signed by the parties and approved or ratified by the Governing Board.

**18. ASSIGNMENT OF CONTRACT.** The Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of the surety on the payment bond, the surety on the performance bond and the Owner.

**19. WRITTEN NOTICE.** Written notice shall be deemed to have been duly served if delivered in person to the individual or member of the firm or to an officer of the corporation for whom it was intended, or if delivered at or sent by registered or certified or overnight mail to the last business address known to the person who gives the notice.

**(CONTRACTOR)**  
Saenz Landscape Construction Co.

**(OWNER)**  
Rescue Union School District

Michael Saenz  
SIGNED BY (Contractor)

Michael "Sid" Albaugh  
SIGNED BY (District Representative)

551658  
CONTRACTOR'S LICENSE NO.

\_\_\_\_\_  
SIGNATURE

12/31/18  
LICENSE EXPIRATION DATE

Chief Business and Operations Official  
TITLE

**NOTE:** Contractor must give the full business address of the Contractor and sign with Contractor's usual signature. Partnerships must furnish the full name of all partners and the Agreement must be signed in the partnership name by a general partner with authority to bind the partnership in such matters, followed by the signature and designation of the person signing. The name of the person signing shall also be typed or printed below the signature. Corporations must sign with the legal name of the corporation, followed by the name of the state of incorporation and by the signature and designation of the chairman of the board, president or any vice president, and then followed by a second signature by the secretary, assistant secretary, the chief financial officer or assistant treasurer. All persons signing must be authorized to bind the corporation in the matter. The name of each person signing shall also be typed or printed below the signature. Satisfactory evidence of the authority of the officer signing on behalf of a corporation shall be furnished.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
06/22/2017

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 have ADDITIONAL INSURED provisions or 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> Foothill Valley Ins Agency 13 Sierragate Plaza, Bldg A Roseville, CA 95678 Wilhelm H Stenken	<b>916-773-4560</b>	<b>CONTACT NAME:</b> Tyla Belton <b>PHONE (A/C, No, Ext):</b> 916-773-4560 <b>FAX (A/C, No):</b> 916-773-4583 <b>E-MAIL ADDRESS:</b> tyla.b@foothillvalley.com
	<b>INSURED</b> Saenz Landscape Construction Co. 12167 Folsom Blvd., Ste. D Rancho Cordova, CA 95742	<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Financial Pacific Ins. Co. <b>INSURER B:</b> Everest National Ins. Co. <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 <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			60424666	02/25/2017	02/25/2018	EACH OCCURRENCE \$ 1,000,000 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
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			60424666	02/25/2017	02/25/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED      RETENTION \$			60424666	02/25/2017	02/25/2018	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	7600004910171	02/20/2017	02/20/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 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)  
RE: Marina Village Middle School-1901 Francisco Dr, El Dorado Hills, CA  
Rescue Union School District, its officials, agents and employees are named additional insured per the attached CG2010(12/11). Insurance is primary. Auto AI, GL, WC, Auto waivers.

<b>CERTIFICATE HOLDER</b>  RESCU-1  Rescue Union School District 2390 Bass Lake Road Rescue, CA 95672	<b>CANCELLATION</b>  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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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS  
(WITH LIMITED COMPLETED OPERATIONS COVERAGE)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
BUSINESSOWNERS COVERAGE FORM

PREMIUM

**SCHEDULE**

NAME OF PERSON OR ORGANIZATION

Any person or organization to whom or to which the named insured is obligated by a virtue of a written contract to provide insurance that is afforded by this policy. Where required by contract, the officers, officials, employees, directors, subsidiaries, partners, successors, parents, divisions, architects, surveyors and engineers are included as additional insureds. All other entities, including but not limited to agents, volunteers, servants, members and partnerships are included as additional insureds, if required by contract, only when acting within the course and scope of their duties controlled and supervised by the primary (first) additional insured. If an Owner Controlled Insurance Program is involved, the coverage applies to off-site operations only. If the purpose of this endorsement is for bid purposes only, then no coverage applies.

the qualifying language above because of payments we make for injury.

LOCATION OF JOB:

The job location must be within the State of domicile of the named insured, or within any contiguous State thereto.

DESCRIPTION OF WORK:

The type of work performed must be that as described under classifications in the CGL Coverage Part Declarations.

REFER TO GENERAL LIABILITY SCHEDULE  
ON FORM CG 71 54 01 07

PRIMARY CLAUSE:

When this endorsement applies and when required by written contract, such insurance as is afforded by the general liability policy is primary insurance and other insurance shall be excess and shall not contribute to the insurance afforded by this endorsement.

WHO IS AN INSURED: (Section II)

This section is amended to include as an insured the person or organization within the scope of the qualifying language above, but only to the extent that the person or organization is held liable for your acts or omissions in the course of "your work" for that person or organization by or for you. The "products-completed operations hazard" portion of the policy coverage as respects the additional insured does not apply to any work involving or related to properties intended for residential or habitational occupancy (other than apartments). This clause does not affect the "products-completed operations" coverage provided to the named insured(s).

EXCLUSION

This insurance provided to the additional insured does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of an architect's, engineer's or surveyor's rendering or failure to render any professional services, including:

1. The preparing, approving, or failing to prepare or approve, maps, designs, shop drawings, opinions, reports, surveys, field orders, change orders, or drawings and specifications; and
2. Supervisory, inspection, architectural or engineering activities.

WAIVER OF SUBROGATION:

We waive any right of recovery, when required by written contract, that we may have against the person or organization within the scope of

Endorsement EFFECTIVE DATE: SEE DEC

Endorsement EXPIRATION DATE: SEE DEC

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY****BUSINESS AUTO ELITE COVERAGE ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**PREMIUM 75****BUSINESS AUTO COVERAGE FORM**

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

**SECTION II – LIABILITY COVERAGE – Amendments****WHO IS AN INSURED**

The following are added to WHO IS AN INSURED:

**BLANKET ADDITIONAL INSUREDS**

Any person or organization with whom you agreed, pursuant to a written contract, to provide insurance such as is afforded under this Coverage Part, but only to the extent that the person or organization is held liable for your acts or omissions with respect to your ownership, maintenance or use of a covered "auto." This provision only applies if the written contract has been executed prior to the "bodily injury" or "property damage."

This coverage shall be primary and not contributory with respect to the person or organization included as an "insured" under this section. Any other insurance that person or organization has shall be excess and not contributory with respect to this insurance, but this provision only applies if it is required in the written contract, identified in this section, and is permitted by law.

**BROAD FORM NAMED INSURED**

Any business entity newly acquired or formed by you, other than a partnership, joint venture or limited liability company during the policy period provided you own 50% or more of the business entity and the business entity is not separately insured for Business Auto Coverage. Coverage is extended up to a maximum of 180 days following acquisition or formation of the business entity.

**EMPLOYEES AS INSURED – HIRED AUTOS**

Any "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

**EMPLOYEES AS INSURED – NONOWNED AUTOS**

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business.

**COVERAGE EXTENSIONS – SUPPLEMENTARY PAYMENTS**

Supplementary Payments is amended as follows:

We will pay up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

We will pay all reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$300 a day, because of time off from work.

**SECTION III - PHYSICAL DAMAGE COVERAGE - Amendments****AUDIO, VISUAL, AND DATA ELECTRONIC EQUIPMENT COVERAGE EXTENSION**

Any reference to equipment for the reproduction of sound also includes video and global positioning systems.

**EXPANDED TOWING COVERAGE**

In addition to the towing and labor limit shown in the Declarations for private passenger type "autos," we will pay up to \$75 for towing and labor costs incurred each time the covered "auto" is disabled. However, the labor must be performed at the place of disablement.

This coverage applies only to an "auto" covered on this policy for other physical damage coverage.

**EXPANDED TRANSPORTATION EXPENSE**

Coverage Extensions – Transportation Expenses is deleted and replaced by the following:

We will pay up to \$60 per day to a maximum of \$1,800 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after





the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss."

### **EXTRA EXPENSE - STOLEN AUTOS**

We will pay up to \$1,000 for the expense of returning a stolen covered "auto" to you. We will pay only for those covered "autos" for which you carry Comprehensive or Specified Causes of Loss Coverage.

### **HIRED CAR PHYSICAL DAMAGE COVERAGE**

For purposes of this section, the term "auto" is redefined to mean a land motor vehicle, "trailer" or semitrailer with a gross vehicle weight under 20,000 pounds designed for travel on public roads, but does not include "mobile equipment."

If Comprehensive, Specified Causes of Loss or Collision coverage is provided to all owned autos by this policy, you may extend that coverage to apply to Physical Damage "loss" to hired "autos." We will provide coverage equal to the minimum coverage available to any covered "auto" shown in the Declarations. But, the most we will pay for "loss" to a hired "auto" in any one "accident" is the lesser of:

1. \$50,000; or
2. The actual cash value of the damaged or stolen property as of the time of the "loss;" or
3. The actual cost of repairing or replacing the damaged or stolen property with other property of like kind or quality. A part is of like kind and quality when it is of equal or better condition than the pre-accident part. We will use the original equipment from the manufacturer when:
  - a) The operational safety of the vehicle might otherwise be impaired;
  - b) Reasonable and diligent efforts to locate the appropriate rebuilt, aftermarket or used part have been unsuccessful;
  - c) A new original equipment part of like kind and quality is available and will result in the lowest overall repair cost;
  - d) For vehicles insured under policies written on or before December 31, 2003, the vehicle has been used no more than 15,000 miles unless the pre-accident condition warrants otherwise; or
  - e) For vehicles insured under policies written on or after January 1, 2004, the vehicle has been used no more than 20,000 miles unless the pre-accident condition warrants otherwise.

### **FPIC0200 (12-11)**

For each hired "auto" our obligation to pay "loss" will be reduced by a deductible equal to the highest deductible applicable to any owned "auto" for that coverage. No deductible will be applied to "loss" caused by fire or lightning. We will also pay up to \$500 per "accident" for loss of use of the hired "auto" if it results from an "accident" for which you are legally liable. The lessor must suffer an actual financial "loss" for this coverage to apply.

Hired Car Physical Damage Coverage provided by this extension is excess over any other collectible insurance.

### **LOAN/LEASE GAP COVERAGE**

For purposes of this section, the term "auto" is redefined to mean a land motor vehicle, "trailer" or semitrailer with a gross vehicle weight under 20,000 pounds designed for travel on public roads, but does not include "mobile equipment."

If a long-term leased or financed "auto" is a covered "auto" for the Physical Damage Coverage applicable to a total "loss," and the lessor or financial institution is an additional insured under this Coverage Part, we will pay up to a maximum of \$15,000 the difference between amounts you owe the lessor or financial institution under the lease or loan terms and the amount of insurance paid the lessor or financial institution for the total "loss" of the covered "auto" minus: any payments overdue at the time of the loss; any financial penalties imposed due to wear and tear, high mileage or similar charges; any security deposits not refunded by the lessor or financial institution; any costs for credit life, health and accident, or disability insurance; any costs for extended warranties; or any carry-over balances from previous leases or loans. You are responsible for the deductible applicable to the "loss" for the covered "auto". This coverage is excess insurance over any other collectible insurance or lease provision.

### **PERSONAL EFFECTS COVERAGE**

We will pay up to \$400 for "loss" to wearing apparel and other personal effects, which are:

1. Owned by an "insured;" and
2. In or on your covered "auto;" in the event of a total theft "loss" of your covered "auto."

No deductibles apply to Personal Effects Coverage.

### **RENTAL REIMBURSEMENT COVERAGE**

1. We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of "loss" to a covered "auto." Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto." No deductibles apply to Rental Reimbursement Coverage.

- 2. We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days:
  - a) The number of days reasonably required to repair or replace the covered "auto." If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and return it to you.
  - b) The number of days shown in the Schedule.
- 3. This coverage applies only to a covered "auto" for which there is Comprehensive. Specified Causes of Loss or Collision Coverage provided on this covered "auto." If there is no Collision Coverage for a covered "auto," then Rental Reimbursement Coverage will not apply to a Collision loss involving that covered "auto."
- 4. Our payment is limited to the lesser of the following amounts:
  - a) Necessary and actual expenses incurred.
  - b) \$75 for any one day or for a maximum of 30 days.
- 5. This coverage does not apply while there are spare or reserve "autos" available to you for your operations.
- 6. If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under the PHYSICAL DAMAGE COVERAGE Coverage Extension.
- 7. Coverage does not apply to any covered "auto" for which coverage is provided by endorsement form CA 9923 on this policy.

subsequent investigation of such claims or "suits", under DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS, do not apply until the "accident" or "loss" is known to:

- 1. You, if you are an individual;
- 2. A partner, if you are a partnership;
- 3. An executive officer or insurance manager, if you are a corporation;
- 4. Your members, managers or insurance manager, if you are a limited liability company;
- 5. Your elected or appointed officials, trustees, board members, or your insurance manager, if you are an organization other than a partnership, joint venture, or limited liability company.

But, this section does not amend the provisions relating to notification of police, protection or examination of the property, which was subject to the "loss."

**BLANKET WAIVER OF SUBROGATION**

Transfer Of Rights Of Recovery Against Others To Us is deleted and replaced by the following:

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract executed prior to any "accident" or "loss," provided that the "accident" or "loss" arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

**GENERAL CONDITIONS**

**UNINTENTIONAL ERRORS OR OMISSIONS**

Concealment, Misrepresentation Or Fraud is amended by adding the following:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

**SECTION V - DEFINITIONS - Amendment**

**MENTAL ANGUISH**

The definition of "bodily injury" is amended to include mental anguish resulting from any "bodily injury," sickness or disease sustained by a person.

**WAIVER OF DEDUCTIBLE - GLASS**

Deductible is amended by adding the following:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

**SECTION IV - BUSINESS AUTO CONDITIONS - Amendments**

**LOSS CONDITIONS**

**KNOWLEDGE OF ACCIDENT, CLAIM, SUIT OR LOSS**

The requirements for reporting and sending claim or "suit" information to us, including provisions related to the

*[Handwritten Signature]*  
\*09011630\*



**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - CALIFORNIA**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 2% of the California workers' compensation premium otherwise due on such remuneration.

**SCHEDULE**

**PERSON OR ORGANIZATION**

**JOB DESCRIPTION**

ANY PERSON OR ORGANIZATION FOR WHOM THE NAMED INSURED HAS AGREED BY WRITTEN CONTRACT TO FURNISH THIS WAIVER

BLANKET WAIVER OF SUBROGATION

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective: 02/20/2017

Policy No. 7600004910171

Endorsement No. 001

Insured: Saenz, Michael; Lucas, Irene

Insurance Company: Everest National Insurance Company

Premium \$ INCL.



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



# PHILADELPHIA INSURANCE COMPANIES

A Member of the Tokio Marine Group

Bond Number : PB1232880097  
Premium Included in Performance Bond

## PUBLIC WORKS PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: That we, Sanez Landscape Construction Company as Principal, and **PHILADELPHIA INDEMNITY INSURANCE COMPANY**, an Pennsylvania Corporation authorized to transact Surety Business in the State of California, as Surety, are held and firmly bound unto Rescue Union School District as Obligee, in the sum of One Hundred Sixty Two Thousand Seven Hundred Eighty One and 00/100 DOLLARS (\$162,781.00) lawful money of the United States of America, for the payment whereof, well and truly to be made, we hereby bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the above bounded Principal has been awarded and has entered into a contract, dated June 21, 2017, with said Obligee to do and perform the following work, to wit:

**Project #17-008  
Marina Village Middle School  
Physical Education Field Improvement  
1901 Francisco Drive,  
El Dorado Hills, CA 95762**

as will more fully appear in said contract, reference to which is hereby made and,

WHEREAS, said Principal is required by the provisions of Chapter 7, Title 15, Part 4, Division 3 of the Civil code to furnish a bond in connection with said contract, as hereinafter set forth.


NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION, is such, That, if said Principal, his or its heirs, executors, administrators, successors or assigns or sub-contractors, shall fail to pay for any materials, provisions, provender, or other supplies or teams, implements or machinery used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, as required by the provisions of Chapter 7, Title 15, Part 4, Division 3 of the Civil Code, and provided that the claimant shall have complied with the provisions of said Code, or for any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board from the wages of employees of the Principal and his subcontractors pursuant to Section 18806 of the Revenue and Taxation Code, with respect to such work and labor, the Surety hereon will pay for the same in an amount not exceeding the sum specified in this bond; otherwise the above obligation shall be void. In case suit is brought upon this bond, the said Surety will pay a reasonable attorney's fee to be fixed by the court.

This bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under Section 3181 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon the bond.

SIGNED, SEALED, DATED: June 21, 2017


Sanez Landscape Construction Company  
(Principal)

By:

  
\_\_\_\_\_

Philadelphia Indemnity Insurance Company  
(Surety)

By:

  
Stanley J. Matranga, Attorney-In-Fact

### DIRECT CORRESPONDENCE TO:

Philadelphia Indemnity Insurance Company, 1277 Treat Blvd., Suite 650, Walnut Creek, CA 94597  
PHONE (925) 334-3127

**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 **Stanley J. Matranga, Eric V. Matranga of Matranga Bonds & 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 \$25,000,000.00.

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 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.

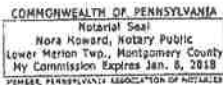
IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 14<sup>th</sup> DAY OF NOVEMBER, 2016.



(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 21 day of JUNE, 2017.



Edward Sayago, Corporate Secretary  
PHILADELPHIA INDEMNITY INSURANCE COMPANY

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

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 Sacramento )

On June 21, 2017 before me, Eric Matranga, Notary Public  
*Date Here Insert Name and Title of the Officer*

personally appeared Stanley J. Matranga  
*Name(s) of Signer(s)*

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 *Eric Matranga*  
*Signature of Notary Public*

*Place Notary Seal Above*

**OPTIONAL**

*Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.*

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_ Document Date: \_\_\_\_\_  
Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_



# PHILADELPHIA INSURANCE COMPANIES

A Member of the Tokio Marine Group

**PREMIUM BASED ON FINAL CONTRACT PRICE**

Bond Number: PB12328800097

Premium: \$3,442.00

## PUBLIC WORKS PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That we, Saenz Landscape Construction Company as Principal, and Philadelphia Indemnity Insurance Company, a corporation organized and existing under the laws of the State of Pennsylvania, authorized to transact Surety business in the State of California as Surety are held and firmly bound unto Rescue Union School District, as Obligee, in the sum of One Hundred Sixty Two Thousand Seven Hundred Eighty One and 00/100 DOLLARS (\$162,781.00) lawful money of the United States of America, for the payment whereof, well and truly to be made, we hereby bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the above bounden Principal has been awarded and has entered into a contract dated June 21, 2017 with said Obligee to do and perform the following work, to wit:

**Project #17-008  
Marina Village Middle School  
Physical Education Field Improvement  
1901 Francisco Drive,  
El Dorado Hills, CA 95762**

and will more fully appear in contract, reference to which is hereby made.

NOW, THEREFORE THE CONDITION OF THIS OBLIGATION IS SUCH, That, if the above bounden Principal shall well and truly perform, or cause to be performed, each and all of the requirements and obligations of said contract this bond shall be null and void, otherwise it shall remain in full force and effect.

SIGNED, SEALED, DATED: June 21, 2017

Saenz Landscape Construction Company  
(Principal)

By:



Philadelphia Indemnity Insurance Company  
(Surety)

By:

  
Stanley J. Matrangola, Attorney-In-Fact

### DIRECT CORRESPONDENCE TO:

Philadelphia Indemnity Insurance Company, 1277 Treat Blvd., Suite 650, Walnut Creek, CA 94597  
PHONE (925) 334-3127

**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 **Stanley J. Matranga, Eric V. Matranga of Matranga Bonds & 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 \$25,000,000.00.

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 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.

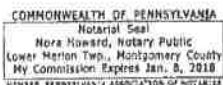
IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 14<sup>TH</sup> DAY OF NOVEMBER, 2016.



(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 Seal)

Notary Public:

residing at:

Bala Cynwyd, PA

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 21 day of June, 2017.



Edward Sayago, Corporate Secretary  
**PHILADELPHIA INDEMNITY INSURANCE COMPANY**



**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

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 Sacramento )

On June 21, 2017 before me, Eric Matranga, Notary Public  
*Date Here Insert Name and Title of the Officer*

personally appeared Stanley J. Matranga  
*Name(s) of Signer(s)*

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 *[Handwritten Signature]*  
*Signature of Notary Public*

*Place Notary Seal Above*

**OPTIONAL**

*Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.*

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_ Document Date: \_\_\_\_\_

Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

Corporate Officer — Title(s): \_\_\_\_\_

Partner —  Limited  General

Individual  Attorney in Fact

Trustee  Guardian or Conservator

Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

Corporate Officer — Title(s): \_\_\_\_\_

Partner —  Limited  General

Individual  Attorney in Fact

Trustee  Guardian or Conservator

Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

**ITEM #: 15**

**DATE: June 27, 2017**

## **Rescue Union School District**

**AGENDA ITEM: Lake Forest Elementary School  
Physical Education Classroom Field Improvement**

**BACKGROUND:**

The useful life of the Lake Forest Elementary School field has run its course and is in need of a major overhaul. The physical education classroom field has suffered through years of inadequate irrigation pressure and water volume which has rendered past maintenance/repairs useless. The field which is used daily by hundreds of students is not in adequate condition for our PE department or facility use.

**STATUS:**

The irrigation has been corrected by district maintenance staff with a number of major plumbing endeavors saving the district tens of thousands of dollars. We have done extensive research to find a turf that will withstand the daily use, but will also be water efficient. After meeting with various community groups and site staff, the District will be installing a drought tolerant Bermuda hybrid turf that is very conducive to soccer, lacrosse and baseball.

The Board approved this project on March 14, 2017 and sought informal bids from prequalified contractors pursuant to the California Uniform Public Construction Cost Accounting Act (CUPCCAA) procedures as set forth in the Public Contract Code Sections 22030-22045.

Saenz Landscape Construction Company submitted the successful bid of \$146,502 to complete the project. The District staff is bringing the contract forward for Board approval.

**FISCAL IMPACT:**

Funding for this project will come from the District's Capital Facility Funds and will be offset by future facility use fees or a long-term capital investment agreement with the El Dorado Hills Community Services District.

**BOARD GOAL(S):**

Board Focus Goal II – FISCAL ACCOUNTABILITY:

Keep the district fiscally solvent through prudent budget processes in order to meet the needs of our students.

Board Focus Goal V - FACILITY / HOUSING

Build, improve and maintain school facilities to meet current and future education needs while integrating the most effective and efficient use of resources.

Local Control Accountability Plan GOAL 6:

The District will create and maintain facilities and grounds that are safe, clean and conducive to the learning process.

**RECOMMENDATION:**

District Staff recommends the Board approve the contract with Saenz Landscape Construction Company on the Physical Education Classroom Field Improvement at Lake Forest Elementary School.

**BID FORM**

Date: 6/13/17

Dear Board Members:

The undersigned doing business under the firm name of:

Saenz Landscape Construction Company  
hereby propose and agree to enter into a Contract, to furnish any and all labor, materials, applicable taxes, equipment and services for the completion of Work described hereinafter and in the Contract Documents:

**Project # 17-009  
Lake Forest Elementary School  
"Physical Education Field Improvement"  
2240 Salsbury Dr,  
El Dorado Hills, CA 95762**

prepared by:

**Rescue Union School District  
Philip Jones- Maintenance and Operations Coordinator  
530-672-4300**

One Hundred Forty-Six Thousand  
Five Hundred Two and no/100 Dollars  
(\$ 146,502.00 )

11.1.6 BUILDER'S RISK/"ALL RISK"/EARTHQUAKE OVER 3.5/TIDAL WAVE INSURANCE

11.1.6.1 COURSE-OF-CONSTRUCTION INSURANCE REQUIREMENTS

Contractor, during the progress of the Work and until final acceptance of the Work by Owner upon completion of the entire Contract, shall maintain Builder's Risk/Course-of-Construction insurance satisfactory to the Owner, issued on a completed value basis on all insurable Work included under the Contract Documents. This insurance shall insure against all risks, including but not limited to the following perils: vandalism, theft, malicious mischief, fire, sprinkler leakage, civil authority, sonic boom, explosion, collapse, flood, earthquake (for projects not solely funded through revenue bonds, limited to earthquakes equivalent to or under 3.5 on the Richter Scale in magnitude), wind, hail, lightning, smoke, riot or civil commotion, debris removal (including demolition) and reasonable compensation for the Architect's services and expenses required as a result of such insured loss. This insurance shall provide coverage in an amount not less than the full cost to repair, replace or reconstruct the Work. Such insurance shall include the Owner, the Architect, and any other person or entity with an insurable interest in the Work as an additional named insured.

The Contractor shall submit to the Owner for its approval all items deemed to be uninsurable under the Builder's Risk/Course-of Construction insurance. The risk of the damage to the Work due to the perils covered by the Builder's Risk/Course-of-Construction insurance, as well as any other hazard which might result in damage to the Work, is that of the Contractor and the surety, and no claims for such loss or damage shall be recognized by the Owner, nor will such loss or damage excuse the complete and satisfactory performance of the Contract by the Contractor.

11.1.6.2 EARTHQUAKE INSURANCE

If Contractor's bid is accepted by Owner as to earthquake insurance over 3.5 on the Richter Scale, Contractor shall maintain, in effect during the Work and until final acceptance of the Work by Owner upon completion of the entire Contract, insurance providing coverage for loss, destruction or damage arising out of or caused by earthquake and/or other earth movement, whether seismic or volcanic in origin, over 3.5 on the Richter Scale in magnitude. This insurance shall provide coverage in an amount not less than the full cost to repair, replace or reconstruct the Work.

11.1.6.3 TIDAL WAVE INSURANCE

If Contractor's bid is accepted by Owner as to insurance coverage for tidal wave, Contractor shall maintain, in effect during the Work and until final acceptance of the Work by Owner upon completion of the entire Contract, insurance providing coverage

for loss, destruction or damage arising out of or caused by tidal wave and other similar acts of God. This insurance shall provide coverage in an amount not less than the full cost to repair, replace or reconstruct the Work.]

If written notice of the Award of Contract is mailed, faxed, or delivered to the undersigned at any time before this bid is withdrawn, the undersigned shall, within ten (10) days after the date of such mailing, faxing, or delivering of such notice, execute and deliver an agreement in the form of agreement present in these Contract Documents and give Performance and Payment Bonds in accordance with the specifications and bid as accepted.

The undersigned hereby designates as the office to which such Notice of Award of Contract may be mailed, faxed, or delivered:

12167 Tolson Blvd., Suite D  
Rancho Cordova, CA 95742

Our Public Liability and Property Damage Insurance is placed with:

Financial Pacific Insurance

Our Workers' Compensation Insurance is placed with:

Everest National Insurance

Circular letters, bulletins, addenda, etc., bound with the specifications or issued during the time of bidding are included in the bid, and, in completing the Contract, they are to become a part thereof.

The receipt of the following addenda to the specifications is acknowledged:

Addendum No. \_\_\_\_\_ Date \_\_\_\_\_ Addendum No. \_\_\_\_\_ Date \_\_\_\_\_

Addendum No. \_\_\_\_\_ Date \_\_\_\_\_ Addendum No. \_\_\_\_\_ Date \_\_\_\_\_

Addendum No. \_\_\_\_\_ Date \_\_\_\_\_ Addendum No. \_\_\_\_\_ Date \_\_\_\_\_

This bid may be withdrawn at any time prior to the scheduled time for the opening of bids or any authorized postponement thereof.

A bidder shall not submit a bid unless the bidder's California contractor's license number appears clearly on the bid, the license expiration date and class are stated, and the bid contains a statement that the representations made therein are made under penalty of perjury. Any bid submitted by a contractor who is not licensed pursuant to Business and Professions Code section 7028.15 shall be considered nonresponsive and shall be rejected. Any bid not containing the above information may be considered nonresponsive and may be rejected.

**NOTE:** Each bid must give the full business address of the bidder and be signed by bidder with bidder's usual signature. Bids by partnerships must furnish the full name of all partners and must be signed in the partnership name by a general partner with authority to bind the partnership in such matters, followed by the signature and designation of the person signing. The name of the person signing shall also be typed or printed below the signature. Bids by corporations must be signed with the legal name of the corporation, followed by the name of the state of incorporation and by the signature and designation of the chairman of the board, president or any vice president, and then followed by a second signature by the secretary, assistant secretary, the chief financial officer or assistant treasurer. All persons signing must be authorized to bind the corporation in the matter. The name of each person signing shall also be typed or printed below the signature. Satisfactory evidence of the authority of the officer signing on behalf of a corporation shall be furnished.

The undersigned declares under penalty of perjury under the laws of the State of California that the representations made in this bid are true and correct.

Print or Type Name : Michael Saenz  
Title: Partner  
Name of Company as Licensed: Saenz Landmark Construction Co.  
Business Address: 12167 Johnson Blvd., Suite 10  
Rancho Cordova, CA 95742  
Telephone Number: (916) 294-0555  
California Contractor License No.: 551658  
Class and Expiration Date: C27 + A 12/31/18  
State of Incorporation, if Applicable: N/A

( ) Evidence of authority to bind corporation is attached.

Dated: June 13, 2017<sup>m.s.</sup>

Signed: Michael Saenz

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS that we the undersigned Saenz Landscape Construction Company as Principal and Philadelphia Indemnity Insurance Company as Surety, are hereby held and firmly bound unto the Rescue Union School District "Owner" in the sum of Ten Percent of the Total Bid Amount Dollars (\$ 10%) for payment of which sum, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

The condition of the above obligation is such that whereas the Principal has submitted to the Owner a certain bid, attached hereto and hereby made a part hereof, to enter into a Contract in writing for the construction of Lake Forest Physical Education Field Improvement in strict accordance with Contract Documents.

NOW, THEREFORE,

- a. If said bid shall be rejected, or, in the alternative;
- b. If said bid shall be accepted and the Principal shall execute and deliver a contract in the form of agreement attached hereto and shall execute and deliver Performance and Payment Bonds in the forms attached hereto (all properly completed in accordance with said bid), and shall in all other respects perform the agreement created by the acceptance of said bid;

Then this obligation shall be void, otherwise the same shall remain in full force and effect, it being expressly understood and agreed that the liability of the Surety for any and all default of the Principal hereunder shall be the amount of this obligation as herein stated.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract on the call for bids, or to the Work to be performed hereunder, or the specifications accompanying the same, shall in any way affect its obligation under this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of said Contract or the call for bids, or to the Work, or to the specifications.

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under several seals this 9th day of June, 2017, the name and corporate party being hereto affixed and these presents duly signed by its



undersigned representative, pursuant to authority of its governing body. In the presence of:

(Notary Seal)

Saenz Landscape Construction Company \_\_\_\_\_

(Principal)

12167 Folsom Blvd., Suite D  
Rancho Cordova, CA 95742

(Business Address)

*Michal Saenz* \_\_\_\_\_

Philadelphia Indemnity Insurance Company \_\_\_\_\_

(Corporate Surety)

251 South Lake Avenue, Suite 360  
Pasadena, CA 91101

(Business Address)

By: *Stanley J. Matranga* \_\_\_\_\_

Stanley J. Matranga, Attorney-In-Fact \_\_\_\_\_

The rate or premium of this bond is \_\_\_\_\_ Nil \_\_\_\_\_ per thousand, the total amount of premium charged, \$ Nil \_\_\_\_\_.

(The above must be filled in by Corporate Surety).

**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 **Stanley J. Matranga, Eric V. Matranga of Matranga Bonds & 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 \$25,000,000.00.

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 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.

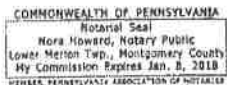
IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 14<sup>TH</sup> DAY OF NOVEMBER, 2016.



(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 Seal)

Notary Public:

residing at:

Bala Cynwyd, PA

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 9 day of June, 20 17.



Edward Sayago, Corporate Secretary  
**PHILADELPHIA INDEMNITY INSURANCE COMPANY**

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

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 Sacramento )

On June 9, 2017 before me, Eric Matranga, Notary Public  
*Date Here Insert Name and Title of the Officer*

personally appeared Stanley J. Matranga  
*Name(s) of Signer(s)*

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 *Eric Matranga*  
*Signature of Notary Public*

*Place Notary Seal Above*

**OPTIONAL**

*Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.*

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_ Document Date: \_\_\_\_\_

Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Individual  Attorney in Fact
- Trustee  Guardian or Conservator
- Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Individual  Attorney in Fact
- Trustee  Guardian or Conservator
- Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

**NONCOLLUSION DECLARATION**  
**TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID**

Owner: Rescue Union School District

Project: Lake Forest ES-Physical Ed Field Improvement

The undersigned declares:

I am the partner of Seems Landscape Construction Company, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on June 13, 2017, at Rancho Cordova [city], CA [state].

Michael Saenz  
Signature

Michael Saenz  
Print Name

## DESIGNATION OF SUBCONTRACTORS

Each bidder shall set forth below the name and the location of the place of business of each subcontractor and the California contractor license number of each subcontractor who will perform work or labor or render service to the Contractor in or about the construction of the Work or improvement, or to a subcontractor licensed by the State of California who, under subcontract to the Contractor, specially fabricates and installs a portion of the Work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of 1 percent (0.5%) of the bidder's total bid, and the portion of the Work which will be done by each subcontractor. An inadvertent error in listing a California contractor's license number shall not be grounds for filing a bid protest or for considering the bid nonresponsive if the bidder submits the corrected contractor's license number to the Owner within 24 hours after the bid opening, or any continuation thereof, so long as the corrected contractor's license number corresponds to the submitted name and location for that subcontractor.

If the Contractor fails to specify a subcontractor for any portion of the Work to be performed under the Contract in excess of one-half of 1 percent (0.5%) of the Contractor's total bid, the Contractor shall be deemed to have agreed to perform such portion itself, and shall not be permitted to subcontract that portion of the Work except under the conditions hereinafter set forth.

Subletting or subcontracting of any portion of the Work as to which no subcontractor was designated in the original bid shall only be permitted in cases of public emergency or necessity, and then only after a finding reduced to writing as a public record of the legislative body of the Owner.

As of March 1, 2015, for any bid proposal submitted, and as of April 1, 2015, for any contract for public work entered into, an inadvertent error in listing a subcontractor who is not registered under Labor Code section 1725.5 shall not be grounds for filing a bid protest or grounds for considering the bid nonresponsive, provided that either: the subcontractor is registered prior to the bid opening; or the subcontractor is registered and has paid the penalty registration fee specified in Labor Code section 1725.5(a)(2)(E), if applicable, within 24 hours after the bid opening; or the subcontractor is replaced by another registered subcontractor under Public Contract Code section 4107. Failure of a listed subcontractor to be registered shall be grounds under Public Contract Code section 4107 for the Contractor, with the Owner's consent, to substitute a registered subcontractor for the unregistered subcontractor.

Failure to provide this information in a legible manner may result in the rejection of an otherwise acceptable bid.

**NOTE:** *Reproduce page two of this section for additional listings needed beyond the length of this form.*

Portion of Work	Name of Subcontractor & Phone No.	Location of Subcontractor	California Contractor License Number
grading	Mc Clemon Grading & Excavating (916) 666-0741	Sacramento, CA	994036
sod install	Park Avenue Jurf	Sebastopol, CA	759431
	(707) 479-4748		

Portion of Work	Name of Subcontractor & Phone No.	Location of Subcontractor	California Contractor License Number

I am the authorized representative of the Bidder submitting this Designation of Subcontractors and I declare that each subcontractor listed holds a valid and current contractor license in good standing in California to perform the portion of work for which the subcontractor is listed.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on June 13, 2017, at Rancho Cordova [city], CA [state].

Signature: Michael Saenz

Print Name: Michael Saenz

Title: Partner



## RESCUE UNION SCHOOL DISTRICT

*"Educating for the Future Together"*

2390 Bass Lake Road • Rescue, CA 95672

(530) 677-4461 • FAX (530) 677-0719

[www.rescueusd.org](http://www.rescueusd.org)

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# Rescue Union School District CUPCAA Project <\$45k - \$175k>

David Swart, Superintendent

Board of Trustees

Nancy Brownell • Suzanna George • Stephanie Kent • Tagg Neal • Kim White



## AGREEMENT BETWEEN OWNER AND CONTRACTOR

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This Agreement between Owner and Contractor (the "Agreement") effective June 21, 2017 between **Rescue Union School District** (the "Owner") and **Saenz Landscape Construction Co** (the "Contractor"), each a "Party" and together, the "Parties" to this Agreement.

The Contractor and the Owner agree as follows:

**1. SCOPE OF WORK.** The Contractor agrees to furnish all labor, equipment and materials, including tools, implements, and appliances required, and to perform all the work in a good and workmanlike manner, free from any and all liens and claims from mechanics, material suppliers, subcontractors, artisans, machinists, teamsters, freight carriers, and laborers required for:

**Project# 17-009  
Lake Forest Elementary School  
Physical Education Field Improvement  
2240 Salsbury Dr,  
El Dorado Hills, CA 95762**

all in strict compliance with the plans, drawings and specifications therefore prepared by:

**Rescue Union School District  
Philip Jones M&O Coordinator  
530-672-4300**

and other contract documents relating thereto.

**2. CONTRACT DOCUMENTS.** The Contractor and the Owner agree that all of the documents listed in Article 1.1.1 of the General Conditions form the Contract Documents which form the Contract.

**3. TIME TO COMPLETE AND LIQUIDATED DAMAGES.** Time is of the essence in this contract, and the time of completion for the Project shall be **Forty Five (45)** calendar days from (a) the date of commencement of the Work as established in the Owner's Notice to Proceed, or (b) if no other date is established in a Notice to Proceed from Owner, the date of Contractor's actual commencement of the Work (including mobilization).

Failure to complete the Project within the time and in the manner provided for by the Contract Documents shall subject the Contractor to liquidated damages. For purposes of liquidated damages, the concept of substantial completion shall not constitute completion and is not part of the Contract Documents. The actual occurrence of damages and the actual amount of the damages which the Owner would suffer if the Project were not completed within the specified

times set forth are dependent upon many circumstances and conditions which could prevail in various combinations and, from the nature of the case, it is impracticable and extremely difficult to fix the actual damages. Damages which the Owner would suffer in the event of delay include, but are not limited to, loss of the use of the Project, disruption of activities, costs of administration, supervision and the incalculable inconvenience and loss suffered by the public. Accordingly, the parties agree that the amount set forth above shall be the amount of damages which the Owner shall directly incur upon failure of the Contractor to complete the Project within the time specified: **\$ 500.00**, for each calendar day by which completion of the Project is delayed beyond the completion date as adjusted by change orders.

If the Contractor becomes liable under this section, the Owner, in addition to all other remedies provided by law, shall have the right to withhold any and all retained percentages of payments and/or progress payments, and to collect the interest thereon, which would otherwise be or become due the Contractor until the liability of the Contractor under this section has been finally determined. If the retained percentages and withheld progress payments appear insufficient to discharge all liabilities of the Contractor incurred under this Article, the Contractor and its sureties shall continue to remain liable to the Owner for such liabilities until all such liabilities are satisfied in full.

If the Owner accepts any work or makes any payment under this Agreement after a default by reason of delays, the payment or payments shall in no respect constitute a waiver or modification of any Agreement provisions regarding time of completion and liquidated damages.

**4. PAYMENT.** The Owner agrees to pay the Contractor in current funds **One Hundred Forty Six Thousand Five Hundred Two dollars (\$146,502)** for work satisfactorily performed after receipt of properly documented and submitted Applications for Payment and to make payments on account thereof, as provided in the General Conditions.

**5. CHANGES.** Changes in this Agreement or in the Work to be done under this Agreement shall be made as provided in the General Conditions.

**6. TERMINATION.** The Owner and Contractor may terminate the Contract as provided in the General Conditions.

**7. PREVAILING WAGES.** The Project is a public work, the Work shall be performed as a public work and pursuant to the provisions of Section 1770 et seq. of the Labor Code of the State of California, which are hereby incorporated by reference and made a part hereof, the Director of Industrial Relations has determined the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in the locality in which the work is to be performed, for each craft, classification or type of worker needed to execute this Contract. Per diem wages shall be deemed to include employer payments for health and welfare, pension, vacation, apprenticeship or other training programs, and similar purposes. Copies of the rates are on file at the Owner's principal office. The rate of prevailing wage for any craft, classification or type of workmanship to be employed on this Project is the rate established by the applicable collective bargaining agreement which rate so provided is hereby adopted by reference and shall be effective for the life of this Agreement or until the Director of the Department of Industrial

Relations determines that another rate be adopted. It shall be mandatory upon the Contractor and on any subcontractor to pay not less than the said specified rates to all workers employed in the execution of this Agreement.

The Contractor and any subcontractor under the Contractor as a penalty to the Owner shall forfeit not more than Two Hundred Dollars (\$200.00) for each calendar day or portion thereof for each worker paid less than the stipulated prevailing rates for such work or craft in which such worker is employed. The difference between such stipulated prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the stipulated prevailing wage rate shall be paid to each worker by the Contractor.

The Contractor and each Subcontractor shall keep or cause to be kept an accurate record for work on this Project showing the names, addresses, social security numbers, work classification, straight time and overtime hours worked and occupations of all laborers, workers and mechanics employed by them in connection with the performance of this Contract or any subcontract thereunder, and showing also the actual per diem wage paid to each of such workers, which records shall be open at all reasonable hours to inspection by the Owner, its officers and agents and to the representatives of the Division of Labor Law Enforcement of the State Department of Industrial Relations. Contractor and Subcontractor shall comply with Labor Code section 1776. The Contractor and each subcontractor shall furnish a certified copy of all payroll records directly to the Labor Commissioner.

Public works projects shall be subject to compliance monitoring and enforcement by the Department of Industrial Relations. A contractor or subcontractor shall not be qualified to submit a bid or to be listed in a bid proposal subject to the requirements of Public Contract Code section 4104 unless currently registered and qualified under Labor Code section 1725.5 to perform public work as defined by Division 2, Part 7, Chapter 1 (§§1720 et seq.) of the Labor Code. A contractor or subcontractor shall not be qualified to enter into, or engage in the performance of, any contract of public work (as defined by Division 2, Part 7, Chapter 1 (§§1720 et seq.) of the Labor Code) unless currently registered and qualified under Labor Code section 1725.5 to perform public work.

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

Dollars (\$25.00) for each worker employed in the execution of this Agreement by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight hours in any one calendar day, and forty hours in any one calendar week, except as herein provided.

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

**10. DSA OVERSIGHT PROCESS.** The Contractor must comply with the applicable requirements of the Division of State Architect ("DSA") Construction Oversight Process ("DSA Oversight Process"), including but not limited to (a) notifying the Owner's Inspector of Record/Project Inspector ("IOR") upon commencement and completion of each aspect of the work as required under DSA Form 156; (b) coordinating the Work with the IOR's inspection duties and requirements; (c) submitting verified reports under DSA Form 6-C; and (d) coordinating with the Owner, Owner's Architect, any Construction Manager, any laboratories, and the IOR to meet the DSA Oversight Process requirements without delay or added costs to the Project.

Contractor shall be responsible for any additional DSA fees related to review of proposed changes to the DSA-approved construction documents, to the extent the proposed changes were caused by Contractor's wrongful act or omissions. If inspected work is found to be in non-compliance with the DSA-approved construction documents or the DSA-approved testing and inspection program, then it must be removed and corrected. Any construction that covers unapproved or uninspected work is subject to removal and correction, at Contractor's expense, in order to permit inspection and approval of the covered work in accordance with the DSA Oversight Process.

**11. INDEMNIFICATION AND INSURANCE.** The Contractor will defend, indemnify and hold harmless the Owner, its governing board, officers, agents, trustees, employees and others as provided in the General Conditions.

By this statement the Contractor represents that it has secured the payment of Workers' Compensation in compliance with the provisions of the Labor Code of the State of California and during the performance of the work contemplated herein will continue so to comply with said provisions of said Code. The Contractor shall supply the Owner with certificates of

insurance evidencing that Workers' Compensation Insurance is in effect and providing that the Owner will receive thirty (30) days' notice of cancellation.

Contractor shall provide the insurance set forth in the General Conditions. The amount of general liability insurance shall be **\$1,000,000** per occurrence for bodily injury, personal injury and property damage and the amount of automobile liability insurance shall be **\$1,000,000** per accident for bodily injury and property damage combined single limit.

**12. ENTIRE AGREEMENT.** The Contract constitutes the entire agreement between the parties relating to the Project, and supersedes any prior or contemporaneous agreement between the parties, oral or written, including the Owner's award of the Project to Contractor, unless such agreement is expressly incorporated herein. The Owner makes no representations or warranties, express or implied, not specified in the Contract. The Contract is intended as the complete and exclusive statement of the parties' agreement pursuant to California Code of Civil Procedure section 1856.

**13. EXECUTION OF OTHER DOCUMENTS.** The parties to this Agreement shall cooperate fully in the execution of any and all other documents and in the completion of any additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of the Contract.

**14. EXECUTION IN COUNTERPARTS.** This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy, or an original, with all signatures appended together, shall be deemed a fully executed Agreement.

**15. BINDING EFFECT.** Contractor, by execution of this Agreement, acknowledges that Contractor has read this Agreement and the other Contract Documents, understands them, and agrees to be bound by their terms and conditions. The Contract shall inure to the benefit of and shall be binding upon the Contractor and the Owner and their respective successors and assigns.

**16. SEVERABILITY; GOVERNING LAW; CHOICE OF FORUM.** If any provision of the Contract shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof. The Contract shall be governed by the laws of the State of California. Any action or proceeding seeking any relief under or with respect to this Agreement shall be brought solely in the Superior Court of the

State of California for the County of El Dorado, subject to transfer of venue under applicable State law, provided that nothing in this Agreement shall constitute a waiver of immunity to suit by Owner.

**17. AMENDMENTS.** The terms of the Contract shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement signed by the parties and approved or ratified by the Governing Board.

**18. ASSIGNMENT OF CONTRACT.** The Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of the surety on the payment bond, the surety on the performance bond and the Owner.

**19. WRITTEN NOTICE.** Written notice shall be deemed to have been duly served if delivered in person to the individual or member of the firm or to an officer of the corporation for whom it was intended, or if delivered at or sent by registered or certified or overnight mail to the last business address known to the person who gives the notice.

**(CONTRACTOR)**  
**Saenz Landscape Construction Co**

**(OWNER)**  
**Rescue Union School District**

Miché Saenz  
SIGNED BY (Contractor)

Michael "Sid" Albaugh  
SIGNED BY (District Representative)

551658  
CONTRACTOR'S LICENSE NO.

\_\_\_\_\_  
SIGNATURE

12/31/18  
LICENSE EXPIRATION DATE

Chief Business and Operations Official  
TITLE

**NOTE:** Contractor must give the full business address of the Contractor and sign with Contractor's usual signature. Partnerships must furnish the full name of all partners and the Agreement must be signed in the partnership name by a general partner with authority to bind the partnership in such matters, followed by the signature and designation of the person signing. The name of the person signing shall also be typed or printed below the signature. Corporations must sign with the legal name of the corporation, followed by the name of the state of incorporation and by the signature and designation of the chairman of the board, president or any vice president, and then followed by a second signature by the secretary, assistant secretary, the chief financial officer or assistant treasurer. All persons signing must be authorized to bind the corporation in the matter. The name of each person signing shall also be typed or printed below the signature. Satisfactory evidence of the authority of the officer signing on behalf of a corporation shall be furnished.



SAENZ-1

OP ID: MG

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/22/2017

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 have ADDITIONAL INSURED provisions or 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> Foothill Valley Ins Agency 13 Sierragate Plaza, Bldg A Roseville, CA 95678 Wilhelm H Stenken	<b>CONTACT NAME:</b> Tyla Belton <b>PHONE (A/C, No, Ext):</b> 916-773-4560 <b>FAX (A/C, No):</b> 916-773-4583 <b>E-MAIL ADDRESS:</b> tyla.b@foothillvalley.com												
<b>INSURER(S) AFFORDING COVERAGE</b>													
<b>INSURED</b> Saenz Landscape Construction Co. 12167 Folsom Blvd., Ste. D Rancho Cordova, CA 95742	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;"><b>INSURER A:</b> Financial Pacific Ins. Co.</td> <td style="width: 20%; text-align: center;">NAIC # 31453</td> </tr> <tr> <td><b>INSURER B:</b> Everest National Ins. Co.</td> <td style="text-align: center;">10120</td> </tr> <tr> <td><b>INSURER C:</b></td> <td></td> </tr> <tr> <td><b>INSURER D:</b></td> <td></td> </tr> <tr> <td><b>INSURER E:</b></td> <td></td> </tr> <tr> <td><b>INSURER F:</b></td> <td></td> </tr> </table>	<b>INSURER A:</b> Financial Pacific Ins. Co.	NAIC # 31453	<b>INSURER B:</b> Everest National Ins. Co.	10120	<b>INSURER C:</b>		<b>INSURER D:</b>		<b>INSURER E:</b>		<b>INSURER F:</b>	
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<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 <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			60424666	02/25/2017	02/25/2018	EACH OCCURRENCE	\$ 1,000,000
							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 - COMPOP AGG	\$ 2,000,000
								\$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			60424666	02/25/2017	02/25/2018	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
							\$	
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB			60424666	02/25/2017	02/25/2018	EACH OCCURRENCE	\$ 1,000,000
							AGGREGATE	\$ 1,000,000
							\$	
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below			7600004910171	02/20/2017	02/20/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	\$
							E.L. EACH ACCIDENT	\$ 1,000,000
							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)  
**RE: Lake Forest Elementary School - 2240 Salisbury Dr, El Dorado Hills, CA**  
**Rescue Union School District, its officials, agents and employees are named additional insured per the attached CG2010(12/1). Insurance is primary. Auto AI, GL, WC, Auto waivers.**

**CERTIFICATE HOLDER**

RESCU-1

Rescue Union School District  
 2390 Bass Lake Road  
 Rescue, CA 95672

**CANCELLATION**

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS  
(WITH LIMITED COMPLETED OPERATIONS COVERAGE)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
BUSINESSOWNERS COVERAGE FORM

PREMIUM

**SCHEDULE**

NAME OF PERSON OR ORGANIZATION

Any person or organization to whom or to which the named insured is obligated by a virtue of a written contract to provide insurance that is afforded by this policy. Where required by contract, the officers, officials, employees, directors, subsidiaries, partners, successors, parents, divisions, architects, surveyors and engineers are included as additional insureds. All other entities, including but not limited to agents, volunteers, servants, members and partnerships are included as additional insureds, if required by contract, only when acting within the course and scope of their duties controlled and supervised by the primary (first) additional insured. If an Owner Controlled Insurance Program is involved, the coverage applies to off-site operations only. If the purpose of this endorsement is for bid purposes only, then no coverage applies.

the qualifying language above because of payments we make for injury.

LOCATION OF JOB:

The job location must be within the State of domicile of the named insured, or within any contiguous State thereto.

DESCRIPTION OF WORK:

The type of work performed must be that as described under classifications in the CGL Coverage Part Declarations.

REFER TO GENERAL LIABILITY SCHEDULE ON FORM CG 71 54 01 07

PRIMARY CLAUSE:

When this endorsement applies and when required by written contract, such insurance as is afforded by the general liability policy is primary insurance and other insurance shall be excess and shall not contribute to the insurance afforded by this endorsement.

WHO IS AN INSURED: (Section II)

This section is amended to include as an insured the person or organization within the scope of the qualifying language above, but only to the extent that the person or organization is held liable for your acts or omissions in the course of "your work" for that person or organization by or for you. The "products-completed operations hazard" portion of the policy coverage as respects the additional insured does not apply to any work involving or related to properties intended for residential or habitational occupancy (other than apartments). This clause does not affect the "products-completed operations" coverage provided to the named insured(s).

EXCLUSION

This insurance provided to the additional insured does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of an architect's, engineer's or surveyor's rendering or failure to render any professional services, including:

1. The preparing, approving, or failing to prepare or approve, maps, designs, shop drawings, opinions, reports, surveys, field orders, change orders, or drawings and specifications; and
2. Supervisory, inspection, architectural or engineering activities.

WAIVER OF SUBROGATION:

We waive any right of recovery, when required by written contract, that we may have against the person or organization within the scope of

Endorsement EFFECTIVE DATE: SEE DEC

Endorsement EXPIRATION DATE: SEE DEC



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY****BUSINESS AUTO ELITE COVERAGE ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**PREMIUM 75**

**BUSINESS AUTO COVERAGE FORM**

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

**SECTION II – LIABILITY COVERAGE – Amendments****WHO IS AN INSURED**

The following are added to WHO IS AN INSURED:

**BLANKET ADDITIONAL INSUREDS**

Any person or organization with whom you agreed, pursuant to a written contract, to provide insurance such as is afforded under this Coverage Part, but only to the extent that the person or organization is held liable for your acts or omissions with respect to your ownership, maintenance or use of a covered "auto." This provision only applies if the written contract has been executed prior to the "bodily injury" or "property damage."

This coverage shall be primary and not contributory with respect to the person or organization included as an "insured" under this section. Any other insurance that person or organization has shall be excess and not contributory with respect to this insurance, but this provision only applies if it is required in the written contract, identified in this section, and is permitted by law.

**BROAD FORM NAMED INSURED**

Any business entity newly acquired or formed by you, other than a partnership, joint venture or limited liability company during the policy period provided you own 50% or more of the business entity and the business entity is not separately insured for Business Auto Coverage. Coverage is extended up to a maximum of 180 days following acquisition or formation of the business entity.

**EMPLOYEES AS INSURED – HIRED AUTOS**

Any "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

**EMPLOYEES AS INSURED – NONOWNED AUTOS**

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business.

**COVERAGE EXTENSIONS – SUPPLEMENTARY PAYMENTS**

Supplementary Payments is amended as follows:

We will pay up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

We will pay all reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$300 a day, because of time off from work.

**SECTION III - PHYSICAL DAMAGE COVERAGE - Amendments****AUDIO, VISUAL, AND DATA ELECTRONIC EQUIPMENT COVERAGE EXTENSION**

Any reference to equipment for the reproduction of sound also includes video and global positioning systems.

**EXPANDED TOWING COVERAGE**

In addition to the towing and labor limit shown in the Declarations for private passenger type "autos," we will pay up to \$75 for towing and labor costs incurred each time the covered "auto" is disabled. However, the labor must be performed at the place of disablement.

This coverage applies only to an "auto" covered on this policy for other physical damage coverage.

**EXPANDED TRANSPORTATION EXPENSE**

Coverage Extensions – Transportation Expenses is deleted and replaced by the following:

We will pay up to \$60 per day to a maximum of \$1,800 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after



the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss."

#### **EXTRA EXPENSE - STOLEN AUTOS**

We will pay up to \$1,000 for the expense of returning a stolen covered "auto" to you. We will pay only for those covered "autos" for which you carry Comprehensive or Specified Causes of Loss Coverage.

#### **HIRED CAR PHYSICAL DAMAGE COVERAGE**

For purposes of this section, the term "auto" is redefined to mean a land motor vehicle, "trailer" or semitrailer with a gross vehicle weight under 20,000 pounds designed for travel on public roads, but does not include "mobile equipment."

If Comprehensive, Specified Causes of Loss or Collision coverage is provided to all owned autos by this policy, you may extend that coverage to apply to Physical Damage "loss" to hired "autos." We will provide coverage equal to the minimum coverage available to any covered "auto" shown in the Declarations. But, the most we will pay for "loss" to a hired "auto" in any one "accident" is the lesser of:

1. \$50,000; or
2. The actual cash value of the damaged or stolen property as of the time of the "loss;" or
3. The actual cost of repairing or replacing the damaged or stolen property with other property of like kind or quality. A part is of like kind and quality when it is of equal or better condition than the pre-accident part. We will use the original equipment from the manufacturer when:
  - a) The operational safety of the vehicle might otherwise be impaired;
  - b) Reasonable and diligent efforts to locate the appropriate rebuilt, aftermarket or used part have been unsuccessful;
  - c) A new original equipment part of like kind and quality is available and will result in the lowest overall repair cost;
  - d) For vehicles insured under policies written on or before December 31, 2003, the vehicle has been used no more than 15,000 miles unless the pre-accident condition warrants otherwise; or
  - e) For vehicles insured under policies written on or after January 1, 2004, the vehicle has been used no more than 20,000 miles unless the pre-accident condition warrants otherwise.

#### **FPIC0200 (12-11)**

For each hired "auto" our obligation to pay "loss" will be reduced by a deductible equal to the highest deductible applicable to any owned "auto" for that coverage. No deductible will be applied to "loss" caused by fire or lightning. We will also pay up to \$500 per "accident" for loss of use of the hired "auto" if it results from an "accident" for which you are legally liable. The lessor must suffer an actual financial "loss" for this coverage to apply.

Hired Car Physical Damage Coverage provided by this extension is excess over any other collectible insurance.

#### **LOAN/LEASE GAP COVERAGE**

For purposes of this section, the term "auto" is redefined to mean a land motor vehicle, "trailer" or semitrailer with a gross vehicle weight under 20,000 pounds designed for travel on public roads, but does not include "mobile equipment."

If a long-term leased or financed "auto" is a covered "auto" for the Physical Damage Coverage applicable to a total "loss," and the lessor or financial institution is an additional insured under this Coverage Part, we will pay up to a maximum of \$15,000 the difference between amounts you owe the lessor or financial institution under the lease or loan terms and the amount of insurance paid the lessor or financial institution for the total "loss" of the covered "auto" minus: any payments overdue at the time of the loss; any financial penalties imposed due to wear and tear, high mileage or similar charges; any security deposits not refunded by the lessor or financial institution; any costs for credit life, health and accident, or disability insurance; any costs for extended warranties; or any carry-over balances from previous leases or loans. You are responsible for the deductible applicable to the "loss" for the covered "auto". This coverage is excess insurance over any other collectible insurance or lease provision.

#### **PERSONAL EFFECTS COVERAGE**

We will pay up to \$400 for "loss" to wearing apparel and other personal effects, which are:

1. Owned by an "insured;" and
2. In or on your covered "auto;" in the event of a total theft "loss" of your covered "auto."

No deductibles apply to Personal Effects Coverage.

#### **RENTAL REIMBURSEMENT COVERAGE**

1. We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of "loss" to a covered "auto." Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto." No deductibles apply to Rental Reimbursement Coverage.

- 2. We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days:
  - a) The number of days reasonably required to repair or replace the covered "auto." If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and return it to you.
  - b) The number of days shown in the Schedule.
- 3. This coverage applies only to a covered "auto" for which there is Comprehensive, Specified Causes of Loss or Collision Coverage provided on this covered "auto." If there is no Collision Coverage for a covered "auto," then Rental Reimbursement Coverage will not apply to a Collision loss involving that covered "auto."
- 4. Our payment is limited to the lesser of the following amounts:
  - a) Necessary and actual expenses incurred.
  - b) \$75 for any one day or for a maximum of 30 days.
- 5. This coverage does not apply while there are spare or reserve "autos" available to you for your operations.
- 6. If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under the PHYSICAL DAMAGE COVERAGE Coverage Extension.
- 7. Coverage does not apply to any covered "auto" for which coverage is provided by endorsement form CA 9923 on this policy.

**WAIVER OF DEDUCTIBLE - GLASS**

Deductible is amended by adding the following:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

**SECTION IV - BUSINESS AUTO CONDITIONS - Amendments**

**LOSS CONDITIONS**

**KNOWLEDGE OF ACCIDENT, CLAIM, SUIT OR LOSS**

The requirements for reporting and sending claim or "suit" information to us, including provisions related to the

subsequent investigation of such claims or "suits", under DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS, do not apply until the "accident" or "loss" is known to:

- 1. You, if you are an individual;
- 2. A partner, if you are a partnership;
- 3. An executive officer or insurance manager, if you are a corporation;
- 4. Your members, managers or insurance manager, if you are a limited liability company;
- 5. Your elected or appointed officials, trustees, board members, or your insurance manager, if you are an organization other than a partnership, joint venture, or limited liability company.

But, this section does not amend the provisions relating to notification of police, protection or examination of the property, which was subject to the "loss."

**BLANKET WAIVER OF SUBROGATION**

Transfer Of Rights Of Recovery Against Others To Us is deleted and replaced by the following:

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract executed prior to any "accident" or "loss," provided that the "accident" or "loss" arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

**GENERAL CONDITIONS**

**UNINTENTIONAL ERRORS OR OMISSIONS**

Concealment, Misrepresentation Or Fraud is amended by adding the following:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

**SECTION V - DEFINITIONS - Amendment**

**MENTAL ANGUISH**

The definition of "bodily injury" is amended to include mental anguish resulting from any "bodily injury," sickness or disease sustained by a person.

*[Handwritten Signature]*  
\*09011630\*



**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - CALIFORNIA**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 2% of the California workers' compensation premium otherwise due on such remuneration.

**SCHEDULE**

**PERSON OR ORGANIZATION**

**JOB DESCRIPTION**

ANY PERSON OR ORGANIZATION FOR WHOM THE NAMED INSURED HAS AGREED BY WRITTEN CONTRACT TO FURNISH THIS WAIVER

BLANKET WAIVER OF SUBROGATION

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.  
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective: 02/20/2017

Policy No. 7600004910171

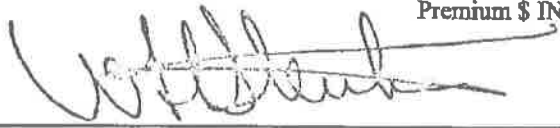
Endorsement No. 001

Insured: Saenz, Michael; Lucas, Irene

Insurance Company: Everest National Insurance Company

Premium \$ INCL.

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





# PHILADELPHIA INSURANCE COMPANIES

A Member of the Tokio Marine Group

Bond Number : PB1232880096  
Premium Included in Performance Bond

## PUBLIC WORKS PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: That we, Sanez Landscape Construction Company as Principal, and **PHILADELPHIA INDEMNITY INSURANCE COMPANY**, an Pennsylvania Corporation authorized to transact Surety Business in the State of California, as Surety, are held and firmly bound unto Rescue Union School District as Obligee, in the sum of One Hundred Forty Six Thousand Five Hundred Two and 00/100 DOLLARS (\$146,502.00) lawful money of the United States of America, for the payment whereof, well and truly to be made, we hereby bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the above bounded Principal has been awarded and has entered into a contract, dated June 21, 2017, with said Obligee to do and perform the following work, to wit:

**Project #17-009  
Lake Forest Elementary School  
Physical Education Field Improvement  
2240 Salsbury Drive,  
El Dorado Hills, CA 95762**

as will more fully appear in said contract, reference to which is hereby made and,

WHEREAS, said Principal is required by the provisions of Chapter 7, Title 15, Part 4, Division 3 of the Civil code to furnish a bond in connection with said contract, as hereinafter set forth.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION, is such, That, if said Principal, his or its heirs, executors, administrators, successors or assigns or sub-contractors, shall fail to pay for any materials, provisions, provender, or other supplies or teams, implements or machinery used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, as required by the provisions of Chapter 7, Title 15, Part 4, Division 3 of the Civil Code, and provided that the claimant shall have complied with the provisions of said Code, or for any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board from the wages of employees of the Principal and his subcontractors pursuant to Section 18806 of the Revenue and Taxation Code, with respect to such work and labor, the Surety hereon will pay for the same in an amount not exceeding the sum specified in this bond; otherwise the above obligation shall be void. In case suit is brought upon this bond, the said Surety will pay a reasonable attorney's fee to be fixed by the court.

This bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under Section 3181 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon the bond.

SIGNED, SEALED, DATED: June 21, 2017

Sanez Landscape Construction Company  
(Principal)

Philadelphia Indemnity Insurance Company  
(Surety)

By:

By:

Stanley J. Matranga, Attorney-In-Fact

### DIRECT CORRESPONDENCE TO:

Philadelphia Indemnity Insurance Company, 1277 Treat Blvd., Suite 650, Walnut Creek, CA 94597  
PHONE (925) 334-3127

**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 **Stanley J. Matranga, Eric V. Matranga of Matranga Bonds & 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 **\$25,000,000.00**.

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 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.

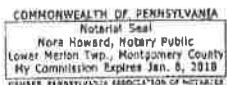
IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 14<sup>TH</sup> DAY OF NOVEMBER, 2016.



(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 Seal)

Notary Public:

residing at:

Bala Cynwyd, PA

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 21 day of JUNE, 20 17.



Edward Sayago, Corporate Secretary  
**PHILADELPHIA INDEMNITY INSURANCE COMPANY**

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

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 Sacramento )

On June 21, 2017 before me, Eric Matranga, Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared Stanley J. Matranga  
Name(s) of Signer(s)

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 [Handwritten Signature]  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_ Document Date: \_\_\_\_\_

Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

Corporate Officer — Title(s): \_\_\_\_\_

Partner —  Limited  General

Individual  Attorney in Fact

Trustee  Guardian or Conservator

Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

Corporate Officer — Title(s): \_\_\_\_\_

Partner —  Limited  General

Individual  Attorney in Fact

Trustee  Guardian or Conservator

Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_



# PHILADELPHIA INSURANCE COMPANIES

A Member of the Tokio Marine Group

**PREMIUM BASED ON FINAL CONTRACT PRICE**

Bond Number: PB12328800096

Premium: \$3,198.00

## PUBLIC WORKS PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That we, Saenz Landscape Construction Company as Principal, and Philadelphia Indemnity Insurance Company, a corporation organized and existing under the laws of the State of Pennsylvania, authorized to transact Surety business in the State of California as Surety are held and firmly bound unto Rescue Union School District, as Obligee, in the sum of One Hundred Forty Six Thousand Five Hundred Two and 00/100 DOLLARS (**\$146,502.00**) lawful money of the United States of America, for the payment whereof, well and truly to be made, we hereby bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the above bounden Principal has been awarded and has entered into a contract dated June 21, 2017 with said Obligee to do and perform the following work, to wit:

**Project #17-009  
Lake Forest Elementary School  
Physical Education Field Improvement  
2240 Salsbury Drive,  
El Dorado Hills, CA 95762**

and will more fully appear in contract, reference to which is hereby made.

NOW, THEREFORE THE CONDITION OF THIS OBLIGATION IS SUCH, That, if the above bounden Principal shall well and truly perform, or cause to be performed, each and all of the requirements and obligations of said contract this bond shall be null and void, otherwise it shall remain in full force and effect.

SIGNED, SEALED, DATED: June 21, 2017

Saenz Landscape Construction Company  
(Principal)

By:



Philadelphia Indemnity Insurance Company  
(Surety)

By:

  
Stanley J. Matranga, Attorney-In-Fact

### DIRECT CORRESPONDENCE TO:

Philadelphia Indemnity Insurance Company, 1277 Treat Blvd., Suite 650, Walnut Creek, CA 94597  
PHONE (925) 334-3127



**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 **Stanley J. Matranga, Eric V. Matranga of Matranga Bonds & 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 \$25,000,000.00.

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 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.

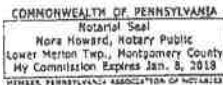
IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 14<sup>TH</sup> DAY OF NOVEMBER, 2016.



(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 21 day of June, 2017.



Edward Sayago, Corporate Secretary  
PHILADELPHIA INDEMNITY INSURANCE COMPANY

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

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 Sacramento )

On June 21, 2017 before me, Eric Matranga, Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared Stanley J. Matranga  
Name(s) of Signer(s)

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 [Handwritten Signature]  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_ Document Date: \_\_\_\_\_  
Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

**RESCUE UNION SCHOOL DISTRICT**

**AGENDA ITEM: MEMORANDUM OF UNDERSTANDING  
FOR LIBRARY SERVICES**

**BACKGROUND:**

Education Code 18100 and 44868 require districts to provide library services for the pupils and teachers of the district and for these services to be overseen by an individual holding a valid California Library Services credential. The individual overseeing the program may be an employee, a contractor or provided through a county office of education.

**STATUS:**

EDCOE contracts or employs a credentialed librarian to oversee library services for districts in El Dorado County that decide to utilize their service. For the 2017-2018 school year, RUSD entered into a Memorandum of Understanding (MOU) with the El Dorado County Office of Education (EDCOE). EDCOE will provide general oversight of the RUSD school library services, staff development for District library staff, and consult on the District Library Plan. This Memorandum of Understanding must be reviewed and renewed annually for the District to be in compliance.

**FISCAL IMPACT:**

There is no known financial impact to the District.

**BOARD GOAL:**

Board Focus Goal I – STUDENT NEEDS:

- B. Curriculum and Instruction: Provide a meaningful, innovative learning environment using Common Core, and other student content standards and research-based, progressive, effective instructional methodology, instructional materials, staff development and technology that will ensure student success in career and college.

**RECOMMENDATION:**

Administration recommends approval of the Memorandum of Understanding for Library Services with the El Dorado County Office of Education for the 2017-2018 school year.

MEMORANDUM OF UNDERSTANDING BETWEEN  
EL DORADO COUNTY OFFICE OF EDUCATION

AND

Rescue Union School District

This Memorandum of Understanding (MOU) is entered into on July 1, 2017 and ending June 30, 2018 by and between Rescue Union School District, and the El Dorado County Office of Education and sets forth each agency's role and responsibilities relative to the delivery of library services to schools within this district.

WHEREAS, Rescue Union School District has identified the El Dorado County Office of Education as the entity that will provide general oversight of school library services;

WHEREAS, the authorization statement in Title 5 §80053(b) provides a comprehensive statement of duties of a librarian;

WHEREAS, the Rescue Union School District provides a staff person assigned to carry out the day to day operations of their school library;

NOW, THEREFORE, it is mutually agreed that the El Dorado County Office of Education will provide assistance and direction to school library staff who

1. instruct pupils in the choice and use of library materials;
2. plan and coordinate library programs with the instructional programs of the school district;
3. select materials for school libraries including books, reference materials and electronic information resources;
4. coordinate or supervise library programs at the county level;
5. plan and conduct a course of instruction for those pupils who assist in the operation of the libraries;

The parties have caused this Agreement to be executed by their duly authorized officers in the County of El Dorado, State of California.

El Dorado County Office of Education

Rescue Union School District

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Robbie Montalbano, Associate Superintendent  
Administrative Services

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David Swart, Superintendent

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Date

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Date



**GREEN VALLEY ELEMENTARY SCHOOL**

**"Home of the Gators"**

**Michelle Winberg**

Principal

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AT GREEN VALLEY SCHOOL, OUR STUDENTS COME FIRST.

WE REMAIN DEDICATED TO THE IDEA THAT WITHIN EACH CHILD LIES A TRUE PASSION FOR LEARNING AND AN ABILITY TO DEVELOP  
THE ACADEMIC AND SOCIAL COMPETENCES NEEDED FOR A HIGHLY SUCCESSFUL FUTURE.

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June 7, 2017

Mr. & Mrs. Daniel Anzini  
7022 Cinnamon Teal Way  
El Dorado Hills, CA 95762

Dear Daniel:

On behalf of Green Valley School, I would like to thank you for the donation of \$138.48 through the Wells Fargo Community Support Campaign and Educational Matching Gifts Program. We will be using these funds to purchase student supplies for the 2017 – 2018 school year.

Your continued support of our students at staff at Green Valley School is greatly appreciated.

Sincerely,

Michelle Winberg  
Principal



Rescue Union School District  
**RESCUE ELEMENTARY SCHOOL** RECEIVED

"Nurturing the Love of Learning"

MAY 12 2017

Superintendent's Office  
Rescue Union School District

May 9, 2017

Intel Corporation  
P.O. Box 7067  
Princeton, NJ 08543-7067

Dear Ladies and Gentlemen,

On behalf of the students and staff of Rescue School, I would like to thank you for the generous donation of \$9,170.00 to our school through the Intel Foundation Volunteer Matching Grant Program (VMGP). Through your generosity we will be able to update our technology and classroom resources.

Thank you so very much for supporting Rescue School!

Sincerely,

Dustin Haley  
Principal



Dustin Haley  
PRINCIPAL

Rescue Union School District  
**RESCUE ELEMENTARY SCHOOL**

"Nurturing the Love of Learning"

June 7, 2017

Lifetouch National School Studios  
11000 Viking Drive, Suite 500 E  
Eden Prairie, MN 55344

Dear Ladies and Gentlemen,

On behalf of the students and staff of Rescue School, I would like to thank you for the generous donation of \$472.00 to our school through the Lifetouch picture program. Through your generosity we will be able to add much needed supplies and technology to our classrooms.

Thank you so very much for supporting Rescue School!

Sincerely,

Dustin Haley  
Principal



**Item: 27**  
**Date: June 27, 2017**

**RESCUE UNION SCHOOL DISTRICT**

**AGENDA ITEM: Report of Surplus Property**

**BACKGROUND:**

Board policy allows staff to identify District property which is unusable, obsolete, or no longer needed by the District to be declared surplus so disposal and/or public sale can proceed

**STATUS:**

The enclosed Report of Surplus District Equipment lists equipment that is unusable, unsafe or too costly to repair. The estimated value of most of the equipment is of insufficient value to defray the costs of arranging a sale. The property may be donated to a charitable organization or disposed of in the local public materials recovery facility.

**FISCAL IMPACT:**

N/A

**BOARD GOAL:**

The district will keep furniture and equipment in good working order.

**RECOMMENDATION:**

The Board of Trustees approve the attached declaration of surplus property.

**Rescue Union School District  
Report of Surplus Equipment**

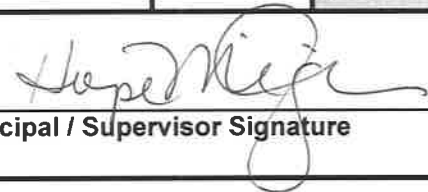
Date: 6/8/2017

**School / Department Data**

**District Use Only**

Pleasant Grove/Library		Type of Disposition:
Name / Title of Person to Contact for Further Information: Natalie Hadden - Library/Media Coord.		Board Approval Date:
Building / Room Number Which Equipment Was Assigned: Media Room		Disposition Contact:

Inventory Number*	Condition Code	Description	Total Units	Estimated Value (Per Unit)	Estimated Cost of Disposition	Estimated Total Price	DISTRICT USE ONLY	
							Asset Number	Disposition Code
	C	Eiki Cassett Tape Recorder Model # 5090A Barcodes: X6824 and 79373	1					
	C	Battery Opporated Cassette Recorder Model # 3-5025A	1					
	B	Dukane Overhead Model # 663	1					
	B	Dukane Image Pro Model # 28A7010 Barcodes: 001542 and 0119	1					
	B	Eiki Still Picture Projector Model # 3860A Barcode: 4RUSD00032188	1					

  
Principal / Supervisor Signature

Code	Description
A	Fair Equipment that is usable without repairs, but is somewhat worn or deteriorated and soon may require repair.
B	Poor Equipment that is usable but is considerably worn or deteriorated. The remaining utility is limited or major repairs will be required.
C	Unusable, cannot be repaired.

\* If there is no inventory number on the equipment, please record the serial number or model number in its place.