

TAHOE TRUCKEE UNIFIED SCHOOL DISTRICT
INDEPENDENT CONTRACTOR AGREEMENT FOR SNOW REMOVAL

This Independent Contractor Agreement ("Agreement") is made on October 27, 2023, between the Tahoe Truckee Unified School District ("District") and Sierra Snow Removal & Excavating Inc. ("Contractor") (together, "Parties").

WHEREAS, Public Contract Code section 22002 defines a public project as "Construction, reconstruction, erection, alteration, renovation, improvement, demolition, and repair work involving any publicly owned, leased, or operated facility" ("Public Project").

WHEREAS, the District is authorized by Section 20111(a) of the California Public Contract Code to contract with and employ persons furnishing services that are not part of a Public Project up to the current California public bidding limit of \$99,100 (the "Bid Limit") without public bidding; and

WHEREAS, the District is in need of **Snow Removal Services**; and

WHEREAS, the District needs snow removal services on a limited basis and anticipates that the cost of these services will not exceed the Bid Limit;

NOW, THEREFORE, the Parties agree as follows:

1. **Services.** The Contractor shall provide the services as described in **Exhibit "A,"** (provided by the District) for the roads, parking walks and walkways at the **Donner Trail Elementary School** located at **52755 Donner Pass Rd, Truckee, CA 96161**, site as shown on the Map attached hereto as **Exhibit "B"**, both of which are incorporated herein by this reference ("Services" or "Work");
2. **Term.** Contractor shall commence providing services under this Agreement on **November 1, 2023**, and will diligently perform as required and complete performance by **April 30, 2024**.
3. **Submittal of Documents.** The Contractor shall not commence the Work under this Contract until the Contractor has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below: These items will be checked off by the Facilities staff, as they are provided.



PATHWAYS TO POSSIBILITIES AND STUDENT SUCCESS

- | | |
|--|---|
| <input checked="" type="checkbox"/> Noncollusion Declaration | <input checked="" type="checkbox"/> Insurance Certificates and Endorsements |
| <input checked="" type="checkbox"/> Prevailing Wage Certification | <input checked="" type="checkbox"/> Exhibit "A" ("Scope of Work") |
| <input checked="" type="checkbox"/> Workers' Compensation Certification & Bid Form Certification | <input checked="" type="checkbox"/> DIR Registration Number |
| <input checked="" type="checkbox"/> Criminal Background Investigation / Fingerprinting Certification | <input checked="" type="checkbox"/> Signed Agreement (Including Exhibits "A" and "B") |
| <input checked="" type="checkbox"/> Drug-Free Workplace Certification | |
| <input checked="" type="checkbox"/> Tobacco-Free Environment Certification | |
| <input checked="" type="checkbox"/> W-9 Form | |

4. **Compensation.** District agrees to pay the Contractor for Services satisfactorily rendered pursuant to this Agreement a total fee not to exceed **Eighty-Five Thousand Dollars (\$85,000.00)** at the rate for each hour of work performed of:

<u>List of Equipment</u>	<u>Hourly Rate</u>
Loader w/ Bucket or blade	Flat Rate
*2023-2024 Monthly Minimum	\$14,166.00

***Hourly rates shall be applied to seasonal minimums**

District shall pay Contractor according to the following terms and conditions:

- 4.1. Payment for the Work shall be made for all undisputed amounts in installment payments, less ten percent (10%) retention, within thirty (30) days after the Contractor submits an invoice using the District provided invoice template to the District for Work actually completed and after the District's written approval of the Work, or the portion of the Work for which payment is to be made.
 - 4.2. Contractors that propose a minimum bid shall be considered a seasonal dollar amount that will be billed to TTUSD in 6 equal Monthly payments beginning November 1, 2023, and ending on April 1, 2024. All hours will be billed against the Minimum amount before additional charges occur.
 - 4.3. Payment of final retention will occur after **May 1, 2024**, and upon completion of all repairs to damage caused by snow removal operations to the satisfaction of the District.
5. **Expenses.** District shall not be liable to Contractor for any costs or expenses paid or incurred by Contractor in performing services for District.

- 5.1. N/A.
6. **Independent Contractor.** Contractor, in the performance of this Agreement, shall be and act as an independent contractor. Contractor understands and agrees that he/she and all of his/her employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Contractor shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Contractor's employees.
7. **Materials.** Contractor shall furnish, at his/her own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement, except as follows:
 - 7.1. **Standard of Care.** Contractor's Services will be performed in accordance with generally and currently accepted principles and practices of his/her profession for Services to California school districts.
 - 7.2. **Audit.** Contractor shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Contractor transacted under this Agreement. Contractor shall retain these books, records, and systems of account during the Term of this Agreement and for three (3) years thereafter.
8. **LABOR CODE REQUIREMENTS:** Contractor represents that Contractor and all Subcontractors shall not be presently debarred, suspended, proposed for disbarment, declared ineligible or excluded pursuant to either Labor Code section 1777.1 or Labor Code section 1777.7. The Contractor shall comply with all applicable provisions of the California Labor Code, Division 3, Part 7, Chapter 1, Articles 1 – 5, including, without limitation, the payment of the general prevailing per diem wage rates for public work projects of more than one thousand dollars (\$1,000). Copies of the prevailing rate of per diem wages are on file with the District or available online at <http://www.dir.ca.gov/>. In addition, the Contractor and each subcontractor shall comply with Chapter 1 of Division 2, Part 7 of the California Labor Code, beginning with Section 1720, and including Section 1735, 1777.5 and 1777.6, forbidding discrimination, and Sections 1776, 1777.5 and 1777.6 concerning the employment of apprentices by Contractor or subcontractors. Willful failure to comply may result in penalties, including loss of the right to bid on or receive public works contracts.
 - 8.1. **Registration:** Contractor and its subcontractor(s) shall be registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 and in accordance with Labor Code section 1771.1.

82. **Registered Subcontractor List:** Within 30 days of the award of contract or prior to commencing the Work under this Contract, whichever occurs first, Contractor shall provide District all information required by Labor Code section 1773.3, as amended by Stats. 2017, Ch. 28, Sec. 21, for Company and all tiers of Subcontractors to enable District to provide notice to the Department of Industrial Relations (DIR) of the Contract (PWC-100 form). Contractor shall submit and maintain an updated Registered Subcontractor List including all Subcontractors of any tier furnishing labor, material, or equipment to the Project.
83. **Certified Payroll Records:** Contractor and its subcontractor(s) shall upload certified payroll records (“CPR”) electronically using California Department of Industrial Relations’ (DIR) eCPR System by uploading the CPRs by electronic XML file or entering each record manually using the DIR’s iform (or current form) online directly to the DIR on no less than every 30 days while Work is being performed and within 30 days after the final day of Work performed on the Project, and within ten (10) days of any request by the District or Labor Commissioner at <http://www.dir.ca.gov/Public-Works/Certified-Payroll-Reporting.html> or current application and URL, showing the name, address, social security number, work classification, straight time, and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the Contractor and/or each subcontractor in connection with the Work.
84. **Labor Compliance:** Contractor shall perform the Work of the Project while complying with all the applicable regulations, including section 16000, et seq., of Title 8 of the California Code of Regulations and is subject to labor compliance monitoring and enforcement by the Department of Industrial Relations.
9. **Audit.** Contractor shall permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Contractor and shall conduct audit(s) during Contractor’s normal business hours, unless Contractor otherwise consents.

10. Termination.

- 10.1. **Without Cause by District.** District may, at any time, with or without reason, terminate this Agreement and compensate Contractor only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Contractor. Notice shall be deemed given when received by the Contractor or no later than three days after the day of mailing, whichever is sooner.
- 10.2. N/A
- 10.3. **With Cause by District.** District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:

- 9.1.1. material violation of this Agreement by the Contractor; or
- 9.1.2. any act by Contractor exposing the District to liability to others for personal injury or property damage; or
- 9.1.3. Contractor is adjudged a bankrupt, Contractor makes a general assignment for the benefit of creditors or a receiver is appointed on account of Contractor's insolvency.

Written notice by District shall contain the reasons for such intention to terminate and unless within three (3) calendar days after that notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, the District may secure the required services from another Contractor. If the expense, fees, and/or costs to the District exceeds the cost of providing the service pursuant to this Agreement, the Contractor shall immediately pay the excess expense, fees, and/or costs to the District upon the receipt of the District's notice of these expense, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

- 11. **Indemnification.** To the furthest extent permitted by California law, Contractor shall, at its sole expense, defend, indemnify, and hold harmless the District, the State of California, and their agents, representatives, officers, consultants, employees, trustees, and volunteers (the "indemnified parties") from any and all demands, losses, liabilities, claims, suits, and actions (the "claims") of any kind, nature, and description, including, but not limited to, personal injury, death, property damage, and consultants= and/or attorney's fees and costs, directly or indirectly arising out of, connected with, or resulting from the performance of the Agreement or from any activity, work, or thing done, permitted, or suffered by the Contractor in conjunction with this Agreement, unless the claims are caused wholly by the sole negligence or willful misconduct of the indemnified parties. The District shall have the right to accept or reject any legal representation that Contractor proposes to defend the indemnified parties.

12. **Insurance**

- 11.1 The Contractor shall procure and maintain during the life of the Contract the following insurance with minimum limits equal to the amount indicated below.

- 11.1.1. Commercial General Liability Insurance and Any Auto Automobile Insurance that shall protect the Contractor, the District, the State, and their trustees, officers, employees, agents, and representatives (the "Indemnified Parties") from all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising from any portion of the Contractor's Services.

11.12. Workers' Compensation and Employer's Liability Insurance. To the extent it is required by law, including section 3700 of the California Labor Code, the Contractor shall carry Workers' Compensation Insurance for all of its employees engaged in any of the Work. If any class of employee or employees engaged in Work under this Agreement are not protected under the Workers' Compensation Statute, adequate insurance coverage for the protection of any employee(s) not otherwise protected must be obtained before any of those employee(s) commence Work under this Agreement. Contractor shall carry Employer's Liability Insurance.

Type of Coverage	Minimum Requirement
Commercial General Liability Insurance and Any Auto Automobile Insurance , including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments	
Each Occurrence	\$ 1,000,000
General Aggregate for each	\$ 2,000,000
Workers Compensation	Statutory Limits
Employer's Liability Insurance	\$1,000,000

11.2. **Proof of Carriage of Insurance.** The Contractor shall not commence any work under this Agreement until all required insurance has been obtained and certificates indicating the required coverages have been delivered in duplicate to the District and approved by the District. Certificates and insurance policies shall include the following:

- 11.2.1. A clause stating: "This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to the District, stating date of cancellation or reduction. Date of cancellation or reduction shall not be less than thirty (30) days after date of mailing notice."
- 11.2.2. Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, the person to whom cancellation and reduction notice will be sent, and length of notice period.
- 11.2.3. An endorsement stating that the District and the State and their agents, representatives, employees, trustees, officers, consultants, and volunteers are named additional insureds under all policies except Workers' Compensation Insurance. An endorsement shall also state that Contractor's insurance policies shall be primary to any insurance or self-insurance maintained by District.
- 11.2.4. All policies shall be written on an occurrence form.

11.3. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable.

13. **Assignment.** The obligations of the Contractor pursuant to this Agreement shall not be

assigned by the Contractor.

14. **Compliance with Laws.** Contractor shall observe and comply with all rules and regulations of the governing board of the District and all federal, state, and local laws, ordinances and regulations. Contractor shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Work as indicated or specified. If Contractor observes that any of the Work required by this Contract is at variance with any such laws, ordinance, rules or regulations, Contractor shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Work shall be made and this Contract shall be appropriately amended in writing, or this Contract shall be terminated effective upon Contractor's receipt of a written termination notice from the District. If Contractor performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Contractor shall bear all costs arising therefrom.
15. **Permits/Licenses.** Contractor and all Contractor's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this agreement.
16. **Employment with Public Agency.** Contractor, if an employee of another public agency, agrees that Contractor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.
17. **Anti-Discrimination.** It is the policy of the District that in connection with all work performed under Contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the Contractor agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735. In addition, the Contractor agrees to require like compliance by all its subcontractor(s).
18. **Fingerprinting of Employees.** The Contractor shall comply with the provisions of Education Code section 45125.1 regarding the submission of employee fingerprints to the California Department of Justice and the completion of criminal background investigations of its employees. The Contractor shall not permit any employee to have any contact with District pupils until such time as the Contractor has verified in writing to the governing board of the District that the employee has not been convicted of a felony, as defined in Education Code section 45122.1. The Contractor's responsibility shall extend to all employees, subcontractors, agents, and employees or agents of subcontractors regardless of whether those individuals are paid or unpaid, concurrently employed by the District, or acting as independent contractors of the Contractor. Verification of compliance with this section and the Criminal Background Investigation Certification that may be required with this Agreement, shall be provided in writing to the District prior to each individual's

commencement of employment or performing any portion of the Services and prior to permitting contact with any student.

19. **District's Evaluation of Contractor and Contractor's Employees and/or Subcontractors.** The District may evaluate the Contractor in any way the District is entitled pursuant to applicable law. The District's evaluation may include, without limitation:
 191. Requesting that District employee(s) evaluate the Contractor and the Contractor's employees and subcontractors and each of their performance.
 192. Announced and unannounced observance of Contractor, Contractor's employee(s), and/or subcontractor(s).
20. **Limitation of District Liability.** Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.
21. **Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission, addressed as follows:

TAHOE TRUCKEE UNIFIED SCHOOL DISTRICT **SIERRA SNOW REMOVAL & EXCAVATING INC.**

11603 Donner Pass Road
Truckee, CA 96161
ATTN: Gib Benthin

21880 Donner Pass Rd
Soda Springs, CA 95728
Attn: Gary Rhoads

Coordinator of Maintenance and Operations Title: President

Any notice personally given or sent by facsimile transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

22. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.
23. **California Law.** This Agreement shall be governed by and the rights, duties and obligations

of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in Nevada County, California.

- 24. **Waiver.** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
- 25. **Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
- 26. **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date indicated below.

TAHOE TRUCKEE UNIFIED SCHOOL DISTRICT

SIERRA SNOW REMOVAL & EXCAVATING INC.

Date: October 30, 2023

Date: 10-30-23, 2023

By: Kerstin Kramer

By: Gary Rhoads

Kerstin Kramer

Print Name: Gary Rhoads

Superintendent Chief Learning Officer

Title: President

Information regarding Contractor:

SIERRA SNOW REMOVAL & EXCAVATING INC

License No.: 528134

Address: 21880 Donner Pass Rd
Soda Springs, CA 95728

Telephone: 530-426-3016

Facsimile: _____

E-Mail: snowmangary1@gmail.com

Type of Business Entity:

- Individual
- Sole Proprietorship
- Partnership
- Limited Partnership
- Corporation, State: California
- Limited Liability Company
- Other: _____
- _____

68-0016522 :
Employer Identification and/or Social
Security Number

NOTE: Federal Code of Regulations sections 6041 and 6209 require non-corporate recipients of \$600.00 or more to furnish their taxpayer identification number to the payer. The regulations also provide that a penalty may be imposed for failure to furnish the taxpayer identification number. In order to comply with these regulations, the District requires your federal tax identification number or Social Security number, whichever is applicable.

WORKERS' COMPENSATION CERTIFICATION

Labor Code Section 3700 in relevant part provides:

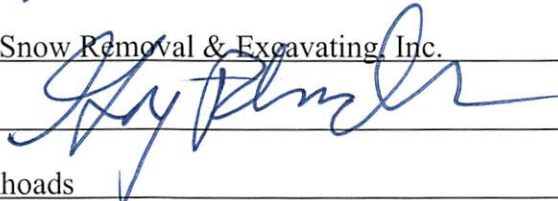
Every employer except the State shall secure the payment of compensation in one or more of the following ways:

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

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

Date: 10-27-23

Proper Name of Contractor: Sierra Snow Removal & Excavating, Inc.

Signature: 

Print Name: Gary Rhoads

Title: President

(In accordance with Article 5 – commencing at Section 1860, Chapter 1, part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the District prior to performing any Work under this Contract.)

CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION

The undersigned does hereby certify to the governing board of the District as follows:

That I am a representative of the Contractor currently under contract ("Contract") with the District; that I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of Contractor.

Contractor certifies that it has taken at least one of the following actions with respect to the construction Project that is the subject of the Contract (check all that apply):

_____ The Contractor has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all Contractor's employees and all of its subcontractors' employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and the California Department of Justice has determined that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122. 1. A complete and accurate list of Contractor's employees and of all of its subcontractors' employees who may come in contact with District pupils during the course and scope of the Contract is attached hereto; and/or

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

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

Name: _____

Title: _____

The Work on the Contract is at an unoccupied school site and/or will not be done on any District property and no employee and/or subcontractor or supplier of any tier of Contract shall come in contract with District pupils.

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

Date: 10-27-23

Proper Name of Contractor: Sierra Snow Removal & Excavating, Inc.

Signature: 

Print Name: Gary Rhoads

Title: President

NONCOLLUSION DECLARATION
Public Contract Code Section 7106

TO BE EXECUTED BY CONTRACTOR AND SUBMITTED WITH CONTRACT

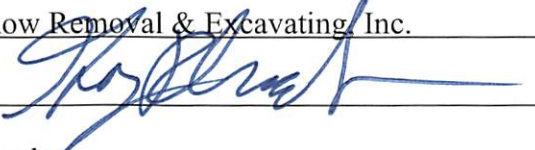
The undersigned declares:

I am the President of Sierra Snow Removal & Excavating, Inc.,
(Title) (Bidder Name)
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 this 27 day of October 2023 at Truckee, Ca.
(City, State)

Proper Name of Bidder: Sierra Snow Removal & Excavating, Inc.
Signature: 
Print Name: Gary Rhoads
Title: President

DRUG-FREE WORKPLACE CERTIFICATION

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

The District is not a “state agency” as defined in the applicable section(s) of the Government Code, but the District is a local agency and public school district under California law and requires all contractors on District projects to comply with the provisions and requirements of Government Code section 8350 et seq., the Drug-Free Workplace Act of 1990.

Contractor shall certify that it will provide a drug-free workplace by doing all of the following:

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


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

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

I acknowledge that I am aware of the provisions of Government Code section 8350 et seq. and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990.

Date: 10-27-23

Proper Name of Contractor: Sierra Snow Removal & Excavating, Inc.

Signature: 

Print Name: Gary Rhoads

Title: President

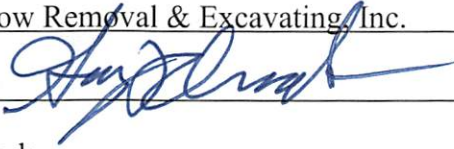
TOBACCO-FREE ENVIRONMENT CERTIFICATION

Pursuant to, without limitation, 20 U.S.C section 6083, Labor Code section 6400 et seq., Health & Safety Code section 104350 et seq. and District Board Policies, all District sites, including the Project site, are tobacco-free environments. Smoking and the use of tobacco products by all persons is prohibited on or in District property. District property includes school buildings, school grounds, school owned vehicles and vehicles owned by others while on District property.

I acknowledge that I am aware of the District's policy regarding tobacco-free environments at District sites, including the Project site and hereby certify that I will adhere to the requirements of that policy and not permit any of my firm's employees, agents, subcontractors, or my firm's subcontractors' employees or agents to use tobacco and/or smoke on the Project site.

Date: 10-27-23

Proper Name of Contractor: Sierra Snow Removal & Excavating, Inc.

Signature: 

Print Name: Gary Rhoads

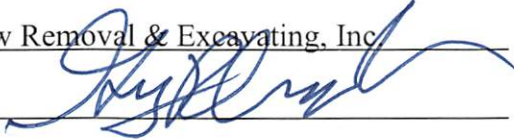
Title: President

PREVAILING WAGE CERTIFICATION

I hereby certify that I will conform to the State of California Public Works Contract requirements regarding prevailing wages, benefits, on-site audits with 48-hours' notice, payroll records, and apprentice and trainee employment requirements, for all Work on the above Project, including, without limitation, labor compliance monitoring and enforcement by the Department of Industrial Relations.

Date: 10-27-23

Proper Name of Contractor: Sierra Snow Removal & Excavating, Inc.

Signature: 

Print Name: Gary Rhoads

Title: President

REGISTERED SUBCONTRACTORS LIST
(Labor Code Section 1771.1)

PROJECT: Donner Trail Elementary School Snow Removal 2023-2024

Date Submitted (for Updates): _____

Contractor acknowledges and agrees that it must clearly set forth below the name and Department of Industrial Relations (DIR) registration number of each subcontractor **for all tiers** who will perform work or labor or render service to Contractor or its subcontractors in or about the construction of the Work **at least two (2) weeks before the subcontractor is scheduled to perform work.** This document is to be updated as all tiers of subcontractors are identified.

Contractor acknowledges and agrees that, if Contractor fails to list as to any subcontractor of any tier who performs any portion of Work, the Contract is subject to cancellation and the Contractor will be subjected to penalty under applicable law.

If further space is required for the list of proposed subcontractors, attach additional copies of page 2 showing the required information, as indicated below.

Subcontractor Name: _____
DIR Registration #: _____
Portion of Work: _____

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Portion of Work: _____

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Portion of Work: _____

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DIR Registration #: _____
Portion of Work: _____

Subcontractor Name: _____
DIR Registration #: _____
Portion of Work: _____

Date: 10-27-23

Name of Contractor: Sierra Snow Removal & Excavating, Inc.

Signature: _____
Print Name: Gary Rhoads

Title: President

EXHIBIT "A"

DONNER TRAIL ELEMENTARY SCHOOL

SNOW REMOVAL TO BE PERFORMED AS OUTLINED BELOW:

1. Areas of removal include vehicle circulation, parking lots, playground, sidewalks, and fire-lanes as shown on the site plan for this facility Exhibit B.
2. Snow removed to be stored and/or piled in the location shown on the site plan for this facility (Exhibit B), but should be clear of buildings, playing fields, and parking lots, sidewalks, curbs and gutters, and in no way create a hazard to person or property.
3. Contractor shall coordinate with TTUSD custodians at each site to remove the snow the custodians may shovel or blow onto the contracted snow removal areas.
4. Snow removal must be completed in a timely manner so as not to interfere with Tahoe Truckee Unified School District's business and operations.
 - A. Full School access must be completed by 7:00 a.m. daily, Monday-Friday.
 - B. All work must be completed around School operations. Bus arrival starts at 8:30 a.m. daily, Monday-Friday. No work in bus lanes from 8:15 am- 9:15 am and from 2:45 pm- 3:15 pm
 - C. Snow removal equipment may be stored on site at an approved location. Coordinate with Gib Benthin.
 - D. Contractor shall provide access and parking for site custodian by 5:30 am.
5. Snow must be removed when depth reaches 3" or is reasonably expected to reach 3" or more by 7:00 a.m. on school days on all parking lots and driveways.
6. Snow removal to be repeated in these areas throughout the school day if snow builds to the 3" depth. When working at school, full consideration must be taken for student and staff safety.
7. Designated school breaks of Winter Break, Ski/Skate, and Spring Break will be treated as normal school days and snow is to be removed when depth reaches 3" or is reasonably expected to reach 3" or more by 7:00 a.m. on all parking lots and driveways.
8. Weekends, holidays, and emergency closure/snow days when snow fall exceeds 6", a 20' fire lane acceptable to the local fire district must be maintained as well as clear and keep a minimum of 10 parking spaces, ingress and egress open. Contractor shall use good judgment to minimize snow removal costs on weekends and holidays referenced in Exhibit D.
9. Contractor shall be responsible for walking and staking curbs, pavement edges, and all hazards prior to Mid-October.
10. PVC pipe will not be accepted for snow staking.
11. A pre-winter walk will be scheduled with the District and contractor to document existing site damage prior to the first snow removal.
 - A. Repairs caused by snow removal need to have TTUSD approval of method and technique used for repair or replacement.
12. The contractor needs to check TTUSD website by 5:00 a.m. if school has been cancelled, and snow removal can be reduced to scope described in item 8 above. Contractor must provide the district with a mobile contact number for this purpose.

13. Other Conditions

- A. Each operator must hold a valid license for the classification of equipment being operated.
- B. In order for the District to track its budget accurately, billings must be submitted using the district provided invoice template no later than 15th of each month for services rendered the previous month.
- C. Contractor shall invoice for 90% of the work on each billing. Contractor to indicate 10% retention being withheld on each invoice. Retention must be shown cumulatively on each invoice. Bills submitted to TTUSD must reflect actual time spent removing snow rounded to the nearest ¼ hour. TTUSD does not pay for travel time to the site. Provide daily time tickets for each piece of equipment with every invoice. Retention will be paid once all damage has been repaired to the satisfaction of the District.
- D. If District allows contractor to store equipment on site, contractor will be required to release the District from claims for any damage to contractor's equipment stored on District property.
- E. In the event the cost for snow removal is forecast to exceed the District's budget, the District at its discretion may decrease the area for snow removal services.
- F. Snowpack is not allowed in the bus loading areas.
- G. Contractor agrees to use its best judgment to perform the work in a safe and time efficient manner so as not to create any hazardous situations or undo costs for the District.
- H. Contractor shall make certain that ingress and egress areas are cleared where they abut public roadways.
- I. Contractor shall not leave berms at any facility entrances including portable classrooms, sidewalks, or doorways.
- J. Contractor's equipment shall have chains on the drive wheel(s).
- K. Compensation will be paid on the hourly rate for the equipment on the bid form.

EXHIBIT "B"



Donner Trail Elementary School, 52755 Donner Pass Rd, Truckee, CA
Exhibit "B"

Sierra Snow Removal & Excavating Inc.
CA Lic. #528134
P.O. Box 664
Soda Springs, CA 95728
Ph: (530) 426-3016

PROPOSAL AND CONTRACT

Submitted to: TTUSD Donner Trail Date: 10-27-23

Job Location & APN# Donner Trail School, Kingvale Ca.

DESCRIPTION OF WORK

Contractor shall furnish all labor and materials in a timely and workmanlike manner according to standards set forth by California State Contractors Licensing Board necessary to complete the following work in accordance with the plans and specifications supplied by Owner/Agent.

Clearing snow from main parking lot and playground areas and also one lane around back of the school from November 1st 2023 thru April 30th 2024. Price includes plowing and blowing.

CONTRACT PRICE & PAYMENT TERMS

Owner agrees to contract price of 85,000.00 not including extra charges, materials and/or change orders payable as follows:

\$ 85,000.00

Owner agrees to remit all monies owed within 10 days of billing. Overdue payments will bear interest at the rate of 1.5% per month (18% per annum) and will be charged to the unpaid balance. Except as otherwise provided, if legal action is necessary to collect or enforce this contract, all costs, including attorney fees, shall be borne by Owner/Agent.

This bid shall be binding upon SSR&E for a period not to exceed 30 days, unless earlier revoked by written notice or revocation prior to acceptance. No contractual rights arise unless and until Owner/Agent accepts this bid by signing ORIGINAL of this contract and remits to SSR&E 10% down payment and a start date is mutually agreed upon.

JR 10-27-23

ACCEPTANCE OF CONTRACT

This Contract is hereby accepted according to the terms thereof and the owner/agent agrees to pay the amounts set forth herein and according to the terms described.

By Owner/Agent:

Name: _____

Date: _____

Contractors are required by law to be licensed and regulated by the Contractors' State License Board. Any questions concerning a contractor may be referred to the registrar of the board whose address is Contractors State License Board 3123 Bradshaw Rd. Sacramento, CA 95827

NOTICE TO OWNER

"Under the Mechanics' Lien Law, any contractor, subcontractor, laborer, materialman or other person who helps to improve your property and is not paid for his labor, services or material, has a right to enforce his claim against your property.

"Under the law, you may protect yourself against such claims by filing, before commencing such work or improvement, an original contract for the work of improvement or a modification thereof, in the office of the

county recorder of the county where the property is situated and requiring that a contractor's payment bond be recorded in such office. Said bond shall be in an amount not less than fifty percent (50%) of the contract price and shall, in addition to any conditions for the performance of the contract, be conditioned for the payment in full of the claims of all persons furnishing labor, services, equipment or materials for the work described in said contract.

MEDIATION AND ARBITRATION

Any disputes arising from or relating to this agreement shall be subject to mediation and/or arbitration as follows:

A. Mediation - Owner and Contractor agree to mediate any dispute of claim arising between them out of this agreement, or any resulting transaction before resorting to arbitration or court action. Mediation fees, if any shall be divided equally among parties involved. If, for any reason to which this paragraph applies any party commences an action without first attempting to resolve the matter thru mediation or refused to mediate shall not be entitled to recover attorney fees, even if they would otherwise be entitled to.

B. Arbitration - Any controversy or claim arising out of or related to this contract or breach thereof and not resolved by mediation shall be settled by arbitration in accordance with the Construction Industry Arbitration Program.

YOU ARE AGREEING TO HAVE ANY DISPUTE OR CLAIM DECIDED BY MEDIATION AND/OR ARBITRATION PRIOR TO ANY COURT ACTION BE FILED AS PROVIDED BY CALIFORNIA CONTRACTORS ARBITRATION LAWS AND TO SHARE EQUALLY IN THE COST OF MEDIATION AND/OR ARBITRATION. YOU ARE ALSO GIVING UP ANY RIGHTS YOU MAY HAVE TO ANY DISPUTE LITIGATED IN COURT OR BY A JURY TRIAL.

INVOICE #

INVOICES MUST INCLUDE:

ABC Company
 12345 Snow Lane, Truckee CA 96161

DATE

BILL TO
 TTUSD

11603 Donner pass Road Truckee, CA 96161
 530-582-2539

FOR
SITE NAME - Snow Removal
CONTRACT # 23-XX-XXM

Details	AMOUNT
10/31/23 Snow removal w/ Loader 2 hours	\$350.00

SUBTOTAL \$350.00

10% Retention Withheld (-35.00)

OTHER \$0.00

TOTAL \$315.00

2023-2024 School Calendar

JULY							HOLIDAYS							JANUARY						
S	M	T	W	T	F	S								S	M	T	W	T	F	S
							Fourth of July 07/04/23													
							Labor Day 09/04/23							1 2 3 4 5 6						
2	3	4	5	6	7	8	Veteran's Day (Observed) 11/10/23							7	8	9	10	11	12	13
9	10	11	12	13	14	15	Thanksgiving Day 11/23/23							14	15	16	17	18	19	20
16	17	18	19	20	21	22	Christmas Day 12/25/23							21	22	23	24	25	26	27
23	24	25	26	27	28	29	New Years Day 01/01/24							28	29	30	31			
30	31					0	Martin Luther King Day 01/15/24							17						
AUGUST							HOLIDAYS							FEBRUARY						
S	M	T	W	T	F	S								S	M	T	W	T	F	S
							Presidents Day 02/19/24													
							Lincoln's Birthday (Observed) 02/20/24													
							Juneteenth 06/19/2024							1 2 3						
6	7	8	9	10	11	12	Memorial Day 05/27/24							4	5	6	7	8	9	10
13	14	15	16	17	18	19	LOCAL HOLIDAYS							11	12	13	14	15	16	17
20	21	22	23	24	25	26	Thanksgiving Break 11/22 - 11/24							18	19	20	21	22	23	24
27	28	29	30	31		3	December Break 12/22 - 01/05							25	26	27	28	29		16
SEPTEMBER							HOLIDAYS							MARCH						
S	M	T	W	T	F	S								S	M	T	W	T	F	S
							February Break 02/19 - 02/23													
							April Break 04/01 - 04/05							1 2						
3	4	5	6	7	8	9								3	4	5	6	7	8	9
10	11	12	13	14	15	16								10	11	12	13	14	15	16
17	18	19	20	21	22	23								17	18	19	20	21	22	23
24	25	26	27	28	29	30								24	25	26	27	28	29	30
							New Educator's Academy - August 22							31						21
OCTOBER							TEACHER CONTRACT DAYS (NO SCHOOL)							APRIL						
S	M	T	W	T	F	S								S	M	T	W	T	F	S
							August 23-25, 28							1 2 3 4 5 6						
1	2	3	4	5	6	7	Summer Programs start/end dates							7	8	9	10	11	12	13
8	9	10	11	12	13	14	ALL SCHOOLS MINIMUM DAY							14	15	16	17	18	19	20
15	16	17	18	19	20	21	ELEMENTARY/MIDDLE SCHOOLS MINIMUM DAY							21	22	23	24	25	26	27
22	23	24	25	26	27	28	MIDDLE SCHOOLS MINIMUM DAY							28	29	30				17
29	30	31				22	MIDDLE/HIGH SCHOOLS MINIMUM DAY													
NOVEMBER							HOLIDAYS							MAY						
S	M	T	W	T	F	S								S	M	T	W	T	F	S
							HIGH SCHOOL FINALS: JANUARY 25-26 AND LAST 2 DAYS OF SCHOOL							1 2 3 4						
5	6	7	8	9	10	11	Board Approved 1.5.2022 Revisions Board Approved 12.14.22 FIRST DAY OF SCHOOL August 29							5	6	7	8	9	10	11
12	13	14	15	16	17	18								12	13	14	15	16	17	18
19	20	21	22	23	24	25								19	20	21	22	23	24	25
26	27	28	29	30		18								26	27	28	29	30	31	22
DECEMBER							HOLIDAYS							JUNE						
S	M	T	W	T	F	S								S	M	T	W	T	F	S
							The last day of school is June 21, which has Five Snow Days built in. Snow days not used will be deducted. Additional snow days will be added as necessary.							1						
3	4	5	6	7	8	9								2	3	4	5	6	7	8
10	11	12	13	14	15	16								9	10	11	12	13	14	15
17	18	19	20	21	22	23								16	17	18	19	20	21	22
24	25	26	27	28	29	30								23	24	25	26	27	28	29
31						15								30						9
August through December 78														January through June 102						
TOTAL NUMBER OF STUDENT DAYS																				
180																				