SAN LEANDRO UNIFIED SCHOOL DISTRICT
Maintenance Department

To: Facilities and Technology Committee
From: Maintenance Department
F&T Meeting Date: 2/2/2022

Project Description: Remove foliage and damaged fencing at end of Bancroft lot at Cary Drive. Install 100ft of new 8 ft. fencing, and 32 feet of 6 ft. fencing.

Bond Measure: N/A
Site location: Bancroft MS, 1150 Bancroft Ave., San Leandro
Funding Source: J1 Deferred Maintenance / Site Improvement

Fiscal Impact: $12,982.00

Rationale: Remove foliage and replace damaged fencing with new 8ft and 6ft fencing.

Contractor/Company on the project: Bailey Fence Company, Inc.
Phone: 510-783-2980
Full Name of person responsible to sign contract: Kent Bailey Email to send contract to for DocuSign: N/A
License #498661

Is this a new Company being used?: No
Do we have a W9 on file? Yes

Proposed start date: Upon approval
Proposed Completion Date: ASAP

BAILEY FENCE COMPANY, INC.
3205 BAUMBERG AVE. HAYWARD, CA 94545
(510) 783-2980 . FAX (510) 783-2989
CA LIC # 498661

PROPOSAL

JOB NO._____

DATE 1-13-22

PROPOSAL TO San Leandro Unified School District PHONE # (510) 507-0926

ADDRESS 1145 Aladdin Ave. San Leandro, Ca. 94577 JOB PHONE#_____

JOB ADDRESS End of Cary Dr. San Leandro

TOTAL HEIGHT 8 BARBED WIRE ☐ NO BARBED WIRE ☒ TYPE NO. 420 HEIGHT OF FABRIC 8

STYLE FABRIC b&k GAUGE 9 MESH 2 GALV. AFTER WEAVING x TOP RAIL ~~TOP TENSION WIRE~~ 1 5/8 od

LINE POSTS 2 3/8 od SPACE 10' ~~FLANGED~~ DRIVEN CONCRETE END POSTS 2 7/8 od CORNER POSTS 2 7/8 od

WALK GATE POSTS_____ DRIVE GATE POSTS_____ GATES_____

ERECTED IN PLACE x MATERIAL ONLY_____ SIZE FRAMES_____

QUANTITY	DESCRIPTION		
100'	Remove & dipose of existing foliage & fence to property line		
100'	Complete installed eight foot high fencing		
	Total Material, labor & taxes	$9,991.00	

JT

TOTAL PRICE (INCLUDING LABOR, MATERIAL AND TAXES)

AS PER DIAGRAM ON BACK

TERMS: NET CASH ON COMPLETION 1 ½% per month interest on accounts over 15 days. In the event legal action is instituted by either party hereto, the prevailing party shall be entitled to reasonable attorney's fees and costs.

CONDITIONS: All property line and grade stakes are to be established by purchaser. Fence is to follow ground line unless otherwise provided for in this contract. Obstructions of every nature which in any manner interfere with the erection of the fence shall be removed by purchaser prior to commencing erection work. We assume no **responsibility for unmarked underground water, electrical, telephone, gas or sewer lines.**

NOTICE TO OWNER:
Under to California Mechanics Lien Law any contractor, subcontractor, laborer, supplier or other person who helps to improve your property, but it not paid for his/her work or supplies, has a right to enforce a claim against your property. This means that after a court hearing, your property could be sold by a court officer and the proceeds of the sale used to satisfy the indebtedness. This can happen even if you paid your contractor in full, if the subcontractor, laborers or suppliers remain unpaid. To preserve their right to file a claim or lien against your property, certain claimants such as subcontractors or material suppliers are required to provide you with a document entitled "Preliminary Notice". Original (or prime) contractors and laborers for wages do not have to provide this notice. A Preliminary Notice is not a lien against your property. It's purpose is to notify you of persons who may have a right to file a lien against your property if they are not paid. (Generally, the maximum time allowed for filing a claim or lien against your property is ninety (90) days after completion of your project.)
Under the law, you may protect yourself against such claims by filing, before commencing such work of 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 and performance 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.

I understand my rights as described in the above paragraph_____

OWNER HAS THE RIGHT TO REQUIRE, IN WRITING, A PERFORMANCE AND PAYMENT BOND AT HIS COST.

STIPULATIONS: Now, therefore, the Owner hereby accepts the above proposal, and the Contractor agrees to perform the work comprehended there under, and by and between them as part and parcel of this Agreement the terms and conditions set forth in original writing on the reverse side hereof are understood and agreed upon.

BAILEY FENCE COMPANY, INC.
BY_____ DATE 1-13-22 ACCEPTED_____ DATE_____

NOTICE OF CANCELLATION: You may cancel this transaction, without any penalty or obligation, within three business days from the above date.

I herby cancel this transaction_____
Date Buyer

TERMS AND CONDITIONS

GUARANTEE: **Bailey Fence Company, Inc.** certifies that all equipment and materials furnished shall carry a one (1) year warranty on parts, material and labor. Damage to equipment or materials caused by negligence, misuse, vandalism or acts of God is not covered by this guarantee statement.

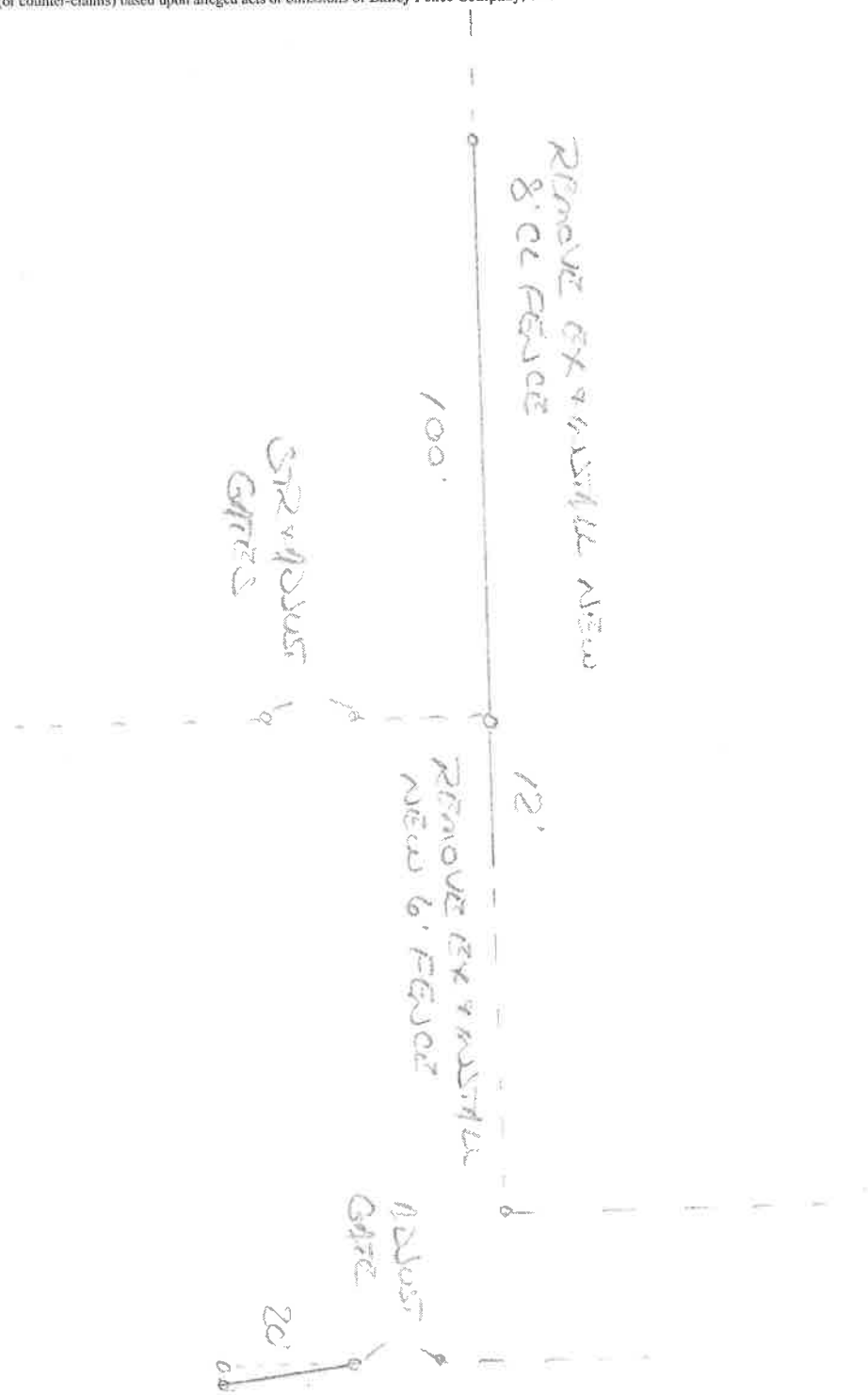
Bailey Fence Company, Inc. does not warrant and hereby expressly disclaims any warranty on components purchased or existing from another manufacturer, and **Bailey Fence Company, Inc.** shall be under **NO** obligation to provide either maintenance, service, or support for any such system or equipment that may cause damage to materials supplied or installed by **Bailey Fence Company, Inc.**

INSURANCE: **Bailey Fence Company, Inc.** shall carry Workmen's Compensation Insurance on all employees and Public Liability and Property Damage Insurance.

LICENSING: 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; P.O. Box 26000, Sacramento, CA 95826.**

ENFORCEABILITY AGAINST TRANSFEREES AND SUCESSORS: This Agreement and all its terms shall be binding upon and enforceable against the parties hereto and also against heirs, estates, successors in interest, assigns and personal representatives of the parties hereto. It is further expressly agreed that this Agreement and all terms hereof shall also be binding upon and may be enforced against any person, firm, association, or entity to whom Owner transfer any part of his right, title, or interest in or to the premises upon which this Contract is to be performed.

ARBITRATION: Subject to the exception hereinafter contained, if, at any time, any controversy shall arise between **Bailey Fence Co. Inc.** and the Owner with respect to any matters or questions arising out of, or relating to, this Agreement or the breach thereof, which the parties do not promptly adjust and determine, said controversy shall be decided by arbitration administered by and in accordance with the Construction Industry Arbitration rules of the American Arbitration Association then obtaining unless the parties agree otherwise. This Agreement so to arbitrate shall be specifically enforceable under the prevailing arbitration law. The award rendered by the arbitrator shall be final, and judgment may be entered upon it in any Court having Jurisdiction thereof. This Agreement to arbitrate, however, shall not apply to any controversy, suit, or claim asserted by **Bailey Fence Company, Inc.** by which **Bailey Fence Company, Inc.** seeks to enforce only collection of the contract price referred to on the face of the Agreement and as to which Owner raises no affirmative defense (or counter-claims) based upon alleged acts or omissions of **Bailey Fence Company, Inc.**



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WALK GATE POSTS _____ DRIVE GATE POSTS _____ GATES _____

ERECTED IN PLACE X MATERIAL ONLY _____ SIZE FRAMES _____

QUANTITY	DESCRIPTION		
32'	Remove & dispose of damaged fencing & foliage		
32'	Complete installed six foot high fencing		
	Total Material, labor & taxes	$2,991.00	

TOTAL PRICE (INCLUDING LABOR, MATERIAL AND TAXES)

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