

LAKE COUNTY OFFICE OF EDUCATION  
Office of the Superintendent

**Contract with Hopkins Construction**

**ISSUE**

The current sign for the Main Office is starting to teeter, the paint is peeling, and the reflective paint is patchy in places.

**BACKGROUND/PREVIOUS BOARD ACTIVITY**

None

**DISCUSSION**

Shelden Signs is partnering with Hopkins Construction to build a permanent sign that matches the sign at Hance Community School. It will be concrete with metal lettering. (Design attached).

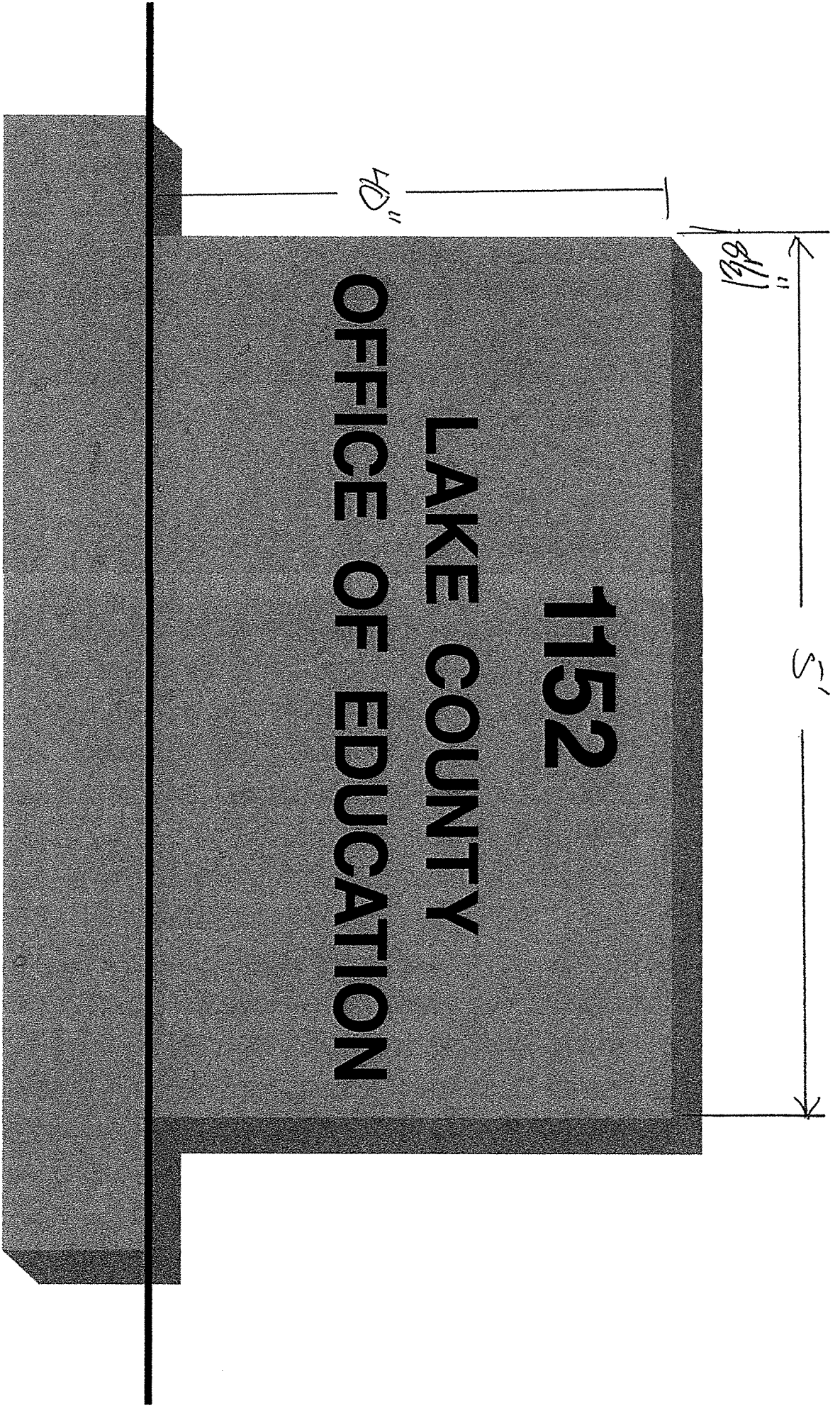
**FISCAL, STAFFING, AND FACILITIES**

The cost of the sign is \$11,950.

**SUPERINTENDENT'S RECOMMENDATION**

The County Superintendent of Schools recommends approval of the contract with Hopkins Construction.

Report prepared by: Ryan Mahan, Director of HR & Operations



CONCRETE STRUCTURE  
METAL LETTERS, SIGN MOUNTED

FOOTINGS 2' DEEP 3' WIDE



941 Louis Way  
Lakeport, California 95453  
Phone: 707 263-0800, Fax: 707 263-7286

Contractor's Lic. #513946

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## PROPOSAL/CONTRACT

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Date of Proposal: **March 28, 2017**

To: **Lake County Office of Education  
Attn: Ryan Mahan, Director – Human Resources**

Jobsite Address: **1152 South Main Street  
Lakeport, CA 95453**

Re: **Concrete Sign**

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Hopkins Construction hereby submits the following Proposal/Contract to provide material and labor for installation of a concrete monument sign with metal letters per plans and specifications provided. To include the following:

1. Excavation as needed for footing detail.
2. Form, place rebar, and brace off as needed.
3. Pour 6 sack 50/50 blend concrete.
4. Strip forms.
5. Install 1/4" metal letters, stud mounted and single sided
6. Cleanup and debris haul as needed.

**\*\* Please Note: Prevailing wage and all DIR requirements are adhered to.**

**\*\* Any changes or deviations from above will constitute a change order.**

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Hopkins Construction proposes to perform the above work in accordance with the drawings and specifications submitted, and to complete it in a workmanlike manner according to standard practices for the sum of **ELEVEN THOUSAND, NINE HUNDRED FIFTY AND 00/100 DOLLARS (\$11,950.00)**.

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Payment schedule:  
**\$ 1,000.00 DUE UPON SIGNING OF CONTRACT**  
**\$10,950.00 DUE UPON COMPLETION OF PROJECT**  
**\$11,950.00**

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Failure of payment due at time of completion of each phase will result in suspension of work until account brought current. A finance charge of 1% per month, 18% annually will be charged on all accounts past due.

If either party becomes involved in litigation arising out of this Proposal/Contract, the court shall award costs/expenses including attorney fees to the party justly entitled to them. No action related to this project may be made by either party against the other more than four (4) years after the completion of work.

Upon satisfactory payment being made for any portion of the work performed, the Contractor shall, prior to any further payment being made, furnish to the Owner contracting for the home improvement or swimming pool a full and unconditional release from any claim or mechanics' lien pursuant to Section 3114 of the Civil Code for that portion of the work for which payment has been made.

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*You the Owner have the right to require the Contractor to have a performance and payment bond or funding control.*

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The Contractor will maintain for the duration of the project workers compensation insurance for his employees and general liability insurance. **The Owner will maintain an insurance policy for losses due to fire, earthquake and theft.**

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*Contractors are required by law to be licensed and regulated by the Contractors State License Board, which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within 10 years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar of the Board, Contractors State License Board, P.O. Box 26000, Sacramento, CA 95826.*

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## **ACCEPTANCE OF PROPOSAL**

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. It is understood and agreed that this work is not provided for in any other agreement and no contractual rights arise until this proposal is accepted in writing.

If accepted, work will commence in approximately **thirty (30)** days and will be substantially completed in approximately **thirty (30)** days subject to delays caused by acts of God, stormy weather, uncontrollable labor trouble, or unforeseen contingencies. The first day of construction will constitute the commencement of work.

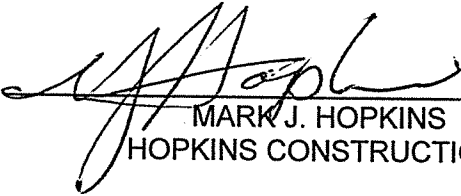
**Failure by the Contractor without lawful excuse to substantially commence work within twenty (20) days from the approximate date specified in this contract when the work will begin is a violation of the Contractors License Law.**

**Note: Contract amount good for 30 days only.**

Dated: \_\_\_\_\_

\_\_\_\_\_  
OWNER/AGENT

Dated: 2-28-17

  
\_\_\_\_\_  
MARK J. HOPKINS  
HOPKINS CONSTRUCTION

# NOTICE OF RIGHT TO CANCEL

## Notice of Cancellation

\_\_\_\_\_  
Date of Signed Contract by Owner

You may cancel this transaction, without any penalty or obligation, within three (3) business days from the above date.

If you cancel, any property traded in, any payments made by you under the Contract or sale, and any negotiable instrument executed by you will be returned within ten (10) days following receipt by the Contractor of your cancellation notice, and any security interest arising out of the transaction will be canceled.

If you cancel, you must make available to the Contractor at the jobsite, in substantially as good condition as when received, any goods delivered to you under this Contract or sale, or you may, if you wish, comply with the instructions of the Contractor regarding the return shipment of the goods as the Contractor's expense and risk.

**If you do make the goods available to the Contractor and the Contractor does not pick them up within twenty (20) days of the date of your notice of cancellation, you may retain or dispose of the goods without any further obligation.**

If you fail to make the goods available to the Contractor, or if you agree to return the goods to the Contractor and fail to do so, then you remain liable for performance of all obligations under the Contract.

To cancel this transaction, you must deliver a signed and dated copy of the cancellation notice to:

Hopkins Construction  
Mark Hopkins  
941 Louis Way  
Lakeport, CA 95453

Not later than midnight of \_\_\_\_\_

I hereby cancel this transaction \_\_\_\_\_

\_\_\_\_\_  
Owner/Buyer's Signature