



SACRAMENTO
STATE

**California State University, Sacramento
Procurement and Contract Services**

6000 J Street • Modoc Hall 3005 • MS 6008 • Sacramento, CA 95819

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January 23, 2024

D&D Floors
2432 Avalon Drive
Sacramento, CA 95864

Subject: Notice of Intent to Accept Bid B230001
JOB Order Contract JOC44-23 for Flooring
California State University, Sacramento

Dear Mr. Berard

This letter is to notify that the Trustees of the California State University intend to accept your bid proposal in the amount of \$1,000,000.00 as submitted on January 3, 2024. This bid proposal was submitted for the purpose of Job Order Contract for Flooring, JOC44-23, on the California State University, Sacramento campus. Acceptance of your bid will occur upon execution of the contract by both parties and the signature of the Trustees' attorney as required by Public Contract Code section 10820.

The Trustees' Construction Administrator for this project is Todd McComb. All correspondence should be addressed to him at the following address:

California State University, Sacramento
Todd McComb, Facilities Management, MS6002
6000 J Street
Sacramento CA 95819-6002
Telephone: 916-278-5183 E-Mail: mccombt@skymail.csus.edu

Attached is Contract No. JOC44-23

1. Please sign the Contract. The Attorney-in-Fact who executes the bonds must provide an effectively dated Power of Attorney for each individual bond, and each signature must be notarized and seal placed.
2. A resolution must be attached to the certification form indicating who is legally authorized to execute contractual documents for your company. If your firm is a sole proprietorship, you need not complete the certification form, as no resolution is required.

Letter to D&D Floors

January 23, 2024

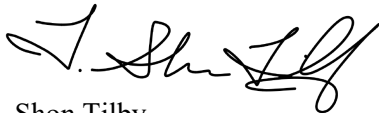
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3. Please include the Certificate of Insurance when you return the Contract as required by Article 3.04 of the Contract General Conditions for Major Capital Outlay Projects (General Conditions). Ensure that the certificate indicates the coverage as required under Article 4.06 of the General Conditions. Attached is a sample endorsement containing all of the stipulations in Article 4.06-c, which may be attached to the insurance certificate by your insurance broker for your convenience. Should your insurance broker decline using this endorsement, please use it as a guideline for determining whether all provisions are included. Failure to include all provisions will prevent execution of this contract.

4. Please return, the signed Contract with the bonds attached, to this office within ten (10) working days. We will forward your executed copy to you after approval by our legal department.

You are reminded that no contract shall be binding upon the Trustees until it has been approved by the attorney appointed according to law and authorized to represent the Trustees (Contract General Conditions Article 3.04, Execution of Contract, and Public Contract Code section 10820). The Notice to Proceed, which starts the contract time of performance, will be issued within fifteen days of the contract's approval by our legal department.

Sincerely,



Shon Tilby
Contract Specialist II
California State University, Sacramento

**The Trustees of
The California State University
Project # JOC44-23**

This endorsement is attached to and forms part of the Certificates of Insurance dated _____ in favor of:

The insurance policies shall contain, or be endorsed to contain, the following provisions.

- (1) For General and Automobile Liability Policies
 - (a) General Liability: The State of California, the Trustees of the California State University, the University, their officers, employees, representatives, volunteers, and agents are to be covered as additional insureds;
 - (b) Automobile Liability: Contractor shall use Insurance Service Office (ISO) Form Number CA 0001 covering "any auto".
- (2) For any claims related to the work, the Contractor's insurance coverage shall be primary insurance as respects the State of California, the Trustees of the California State University, the University, their officers, employees, representatives, volunteers, and agents. Any insurance or self-insurance maintained by the State of California, the Trustees of the California State University, the University, their officers, employees, representatives, volunteers, and agents shall be in excess of the Contractor's insurance and shall not contribute with it.
- (3) The Contractor shall immediately upon receipt of any notice of cancellation or any notice of non-renewal of any insurance required under this Article 35.06, provide written notice of any such insurance cancellation or non-renewal by certified mail to the University.
- (4) The State of California, the Trustees of the California State University, the University, their officers, employees, representatives, volunteers, and agents shall not by reason of their inclusion as additional insureds incur liability to the insurance carriers for payment of premiums for such insurance.

Authorized Signature _____ Date _____