CONTRACT FOR REPAIRS, MAINTENANCE OR SMALL CONSTRUCTION PROJECTS

For

___ **REPAIRS, MAINTENANCE OR CONSTRUCTION SERVICES AWARDED PURSUANT TO THE "INFORMAL BIDDING" PROCEDURES OF THE PUBLIC CONTRACT CODE § 22000, ET SEQ. (THE UNIFORM PUBLIC CONSTRUCTION COST ACCOUNTING ACT ("CUPCCAA")**

or

__+__ **REPAIRS, MAINTENANCE OR CONSTRUCTION SERVICES UNDER $45,000 AWARDED PURSUANT TO CUPCCAA**

THIS CONTRACT is made and entered into this 11TH day of SEPTEMBER, 20 15 ("Contract"), by and between ("Contractor") and San Leandro Unified School District ("District"). Contractor and District may be referred to herein individually as a "Party" or collectively as the "Parties."

1. **Contract Price & Services.** After the District has issued a Notice to Proceed, the Contractor shall furnish to the District for a total price of FOURTEEN THOUSAND SIXTY-SIX _____ Dollars ($ 14,066.00) ("Contract Price"), the following repairs, maintenance or construction services ("Services" or "Work"):

ROOFING AT BANCROFT MIDDLE SCHOOL **PER EXHIBIT "A".**

2. **Payment.** Payment for the Work shall be made in accordance with the Terms and Conditions attached hereto.

3. **Site.** Contractor shall perform the Work at ("Premises" or "Site"). The Project is the scope of Work performed at the Site.

4. **Contract Time & Liquidated Damages.** Work shall be completed by _____, 20___. ("Contract Time"). Contractor agrees that if the Work is not completed within the Contract Time and/or pursuant to the completion schedule, construction schedule, or project milestones developed pursuant to provisions of the Contract, it is understood, acknowledged, and agreed that the District will suffer damage which is not capable of being calculated. Pursuant to Government Code section 53069.85, Contractor shall pay to the District, as fixed and liquidated damages for these incalculable damages, the sum of _____ **Dollars ($**_____) per day for each and every calendar day of delay beyond the Contract Time or beyond any completion schedule, construction schedule, or Project milestones established pursuant to the Contract.

5. **Bonds & Insurance.**

a. **Payment Bond & Performance Bond:** Contractor shall not commence the Work until it has provided to the District, a Payment (Labor and Material) Bond and a Performance Bond, in the forms attached hereto, each in an amount equivalent to one hundred percent (100%) of the Contract Price issued by a surety admitted to issue bonds in the State of California and otherwise acceptable to the District. IF CONTRACT PRICE IS LESS THAN $25,000, THIS REQUIREMENT CAN BE WAIVED, IN WRITING, AT THE DISTRICT'S SOLE DISCRETION.

b. **Insurance:** Contractor shall have and maintain in force during the term of this Contract, with the minimum indicated limits, the following insurance:

Commercial General Liability, with Products and Completed Operations Coverage	$1,000,000 per occurrence; $2,000,000 aggregate
Automobile Liability, Any Auto, Combined Single Limit	$1,000,000 per occurrence; $2,000,000 aggregate
Workers Compensation	Statutory limits pursuant to State law
Employers' Liability	$1,000,000

Contractor shall provide to the District certificate(s) of insurance and endorsements satisfactory to the District. The policy(ies) shall not be amended or modified and the coverage amounts shall not be reduced without thirty (30) days written notice to the District prior to cancellation. Except for worker's compensation insurance, the District, the Architect, and the Project Manager shall be named as an additional insured on all policies. Contractor's policy(ies) shall be primary; any insurance carried by the District shall only be secondary and supplemental. Contractor shall not allow any subcontractor, employee, or agent to commence Work on this Contract or any subcontract until the insurance required of Contractor, subcontractor, or agent has been obtained.

6. **Project Oversight.** Inspection and acceptance of the Work shall be performed by _____ of the _____ Department of the District. The architect for the Project is _____ ("Architect") and the project manager on the Project is _____ ("Project Manager").

7. **Terms & Conditions.** The Contractor agrees to comply with the Terms and Conditions.

8. **Contract Documents.** The Contract Documents include only the following documents, as indicated:

____ Bid Form and Proposal
____ Bid Bond
____ Notice to Proceed
____ Terms and Conditions to Contract
____ Noncollusion Affidavit
____ Prevailing Wage Certification
____ Workers' Compensation Certification
____ Criminal Background Investigation Certification
____ Asbestos & Other Hazardous Materials Certification
____ Lead-Product(s) Certification
____ Roofing Contract Financial Interest Certification
____ Insurance Certificates and Endorsements
____ Performance Bond
____ Payment Bond
____ Exhibit "A" ("Scope of Work")
____ Plans
____ Work Specifications
____ _____ [Other]

ACCEPTED AND AGREED on the date indicated below. By signing this Contract, Contractor certifies, under penalty of perjury, that all the information provided in the Contract Documents is true, complete, and correct:

Dated: 10/21, 2015

San Leandro Unified School District

By: _____

Print Name: Aaron Kerrigan

Print Title: Dir. of Facilities & Ops.

Dated: October 12, 2015

Roofing Construction Inc dba Western Roofing Service **Contractor**

By: _____

Print Name: Mark Bledsoe

Print Title: President

Information regarding Contractor:
Type of Business Entity:
____ Individual
____ Sole Proprietorship
____ Partnership
____ Limited Partnership
__x__ Corporation
____ Limited Liability Company
____ Other: _____

94-1431517
Employer Identification and/or Social Security Number

NOTE: United States Code, title 26, sections 6041 and 6109 require noncorporate recipients of $600 or more to furnish their taxpayer identification number to the payer. The United States Code also provides that a penalty may be imposed for failure to furnish the taxpayer identification number. In order to comply with these rules, the District requires your federal tax identification number or Social Security number, whichever is applicable.

NOTICE OF AWARD

Dated: **October 21, 2015**

To: **Western Roofing Service**
("Contractor")

15002 Wicks Blvd San Leandro, Ca 94577
(Address)

From: Governing Board ("Board") of San Leandro Unified School District ("District" or "Owner")

Re: **Roofing at Bancroft Middle School 1050 Bancroft Ave San Leandro Ca. 94577**

Contractor was awarded the Contract by action of the District's Board pursuant to a delegation of authority by the District's Board and to be ratified by the Board of trustees.

The Contract Price is **Fourteen Thousand Sixty-Six and no Dollars ($14,066)**, and includes the **Base Bid (of $14,066); and ($0 Alternates).**

Contractor is responsible for obtaining any and all copies of the Contract Document drawings and specifications.

Contractor must comply with the following conditions precedent within **FIVE (5)** calendar days of the date of this Notice of Award.

Contractor shall execute and submit the following Contract Documents by 5:00 p.m. of the **FIFTH (5TH)** calendar day following the date of the Notice of Award. Failure to properly and timely submit the following Contract Documents entitles District to reject Contractor's bid as non-responsive.

a. Agreement: Submit three (3) copies, each bearing an original signature. **If Contractor is a corporation, Contractor must attach a certified copy of the corporation's by-laws, or the resolution of the Board of Directors of the corporation, authorizing the signatory to execute the Agreement and the bonds required by the Contract Documents.**

b. Performance Bond (100%): Fully executed form provided in the Contract Documents.

c. Payment Bond (100%) (Contractor's Labor and Material Bond): Fully executed form provided in the Contract Documents.

d. Insurance Certificates and Endorsements naming **San Leandro Unified School District as insured.**

e. Contractor's Preliminary Schedule and Schedule of Submittals, including Shop Drawings, Product Data, and Samples submittals.

f. Workers' Compensation Certification. (Received 7/2 with Proposal)

g. Prevailing Wage and Related Labor Requirements Certification. (Received 7/2 with Proposal)

h. Criminal Background Investigation/Fingerprinting Certification. (Received 7/2 with Proposal)

i. Asbestos & Other Hazardous Materials Certification. (Received 7/2 with Proposal)

j. Lead-Based Products Certification. (Received 7/2 with Proposal)

k. Roofing Contract Financial Interest Certification (Received 7/2 with Proposal)

l. Contractor's Safety Plan

m. Local contact for Surety, with name, phone number, and address to which legal notices may be sent

n. The name of the person or persons authorized to sign documents on your behalf

o. The names, titles, phone numbers, and fax numbers of the office and site contacts for this project

Failure to comply with these conditions within the time specified will entitle District to consider Contractor's bid abandoned, to annul the Notice of Award, and to declare Contractor's Bid Security forfeited, as well as any other rights the District may have against Contractor.

District will return to Contractor one fully signed counterpart of the Agreement.

SAN LEANDRO UNIFIED SCHOOL DISTRICT

NAME: Aaron Kerrigan

TITLE: Director of Maintenance & Operations

END OF DOCUMENT

Project Information

FORM

Form Type: PWC-100 **Project Award Date:** 10/21/2015

AWARDING BODY INFORMATION

Name: San Leandro Unified School District
Primary Contact: Michael Murphy
Address: 14735 Juniper Street
San Leandro,CA 94579
Primary Email: mbmurphy@sanleandro.k12.ca.us
Work Phone: 5106676221

PROJECT INFORMATION

Project Name: Bancroft Middle School
Project #: 2015-03
Brief Description: Roofing at Canopy
Contract #: 2015-03
Contract Amount: $14066.00
Number of Prime Contractors: 1
Total Project Cost: $14066.00
Alternative Model: None Apply
DIR Project ID: 52973
Physical Address: 1050 Bancroft Ave
San Leandro, CA 94577
ALAMEDA
Billing Address:

Project Information 2

PWC-100

Project Name: Bancroft Middle School **Project #:** 2015-03 **Contract #:** 2015-03 **Status:** New Submission

PROJECT INFORMATION

Project Dates

First Advertised Bid: 10/2/2015
Estimated or Actual Start: 10/24/2015
Estimated or Actual Completion: 11/24/2015

Propositions:

Will this project receive (or has it received) any funding from Proposition 84 (The Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006)?	No
Will this project receive (or has it received) any funding from Proposition 39 (California Clean Energy Jobs Act of 2012)?	No

Compliance and Agreements:

Is language included in the Contract Award to effectuate the requirements of Section 1771, 1774 - 1776, 1777.5,1813 and 1815 of the Labor Code?	Yes
Will you operate a DIR-Approved Labor Compliance Program(LCP) for this project?	No
Is there a Project Labor Agreement (PLA) associated with this project?	No

Contractor Information

Project Manager

Email Address	Name	Title	Work Phone
gdyer@slusd.us	Gregory A Dyer	Manager M&O	510-618-4443

General Contractor1

CSLB/Certificate Number	NAME	Address	Email	Classification
180533	WESTERN ROOFING SERVICE	15002 WICKS BLVD SAN LEANDRO, CA 94577	rpadfield@westroof.com	ROOFERS