**CONTRACT FOR REPAIRS, MAINTENANCE OR SMALL CONSTRUCTION PROJECTS**

**For**

**_X_ 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, 2015 ("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 FORTY-SEVEN THREE HUNDRED TWO Dollars ($ 47,302.00 ) ("Contract Price"), the following repairs, maintenance or construction services ("Services" or "Work"):

**ROOFING AT** ROOSEVELT E.S. **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 11/26/, 2015. ("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 FIVE HUNDRED Dollars ($ 500.00 ) 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;<br>$2,000,000 aggregate |
| **Automobile Liability, Any Auto**, Combined Single Limit | $1,000,000 per occurrence;<br>$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 GREG DYER of the MAINTENANCE / OPERATIONS Department of the District. The architect for the Project is N/A ("Architect") and the project manager on the Project is GREG DYER ("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: 9/30, 20 15 Dated: September 30, 2015

**San Leandro Unified School District** **Contractor**

By: _____ By: _____

Print Name: Aaron Kerrigan Print Name: Charles Chavez

Print Title: Dir. of Facilities & Ops. Print Title: President

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

07-2999990
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 6, 2015**

To: **Stronger Building Services**
("Contractor")

**580 Harlan Street San Leandro, Ca. 94577**
(Address)

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

Re: **Roofing at Roosevelt ES, Lower MPR Roof Bid# 2015-02**

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 **Forty-seven thousand three hundred two Dollars ($47,302.00)**, and includes the **Base Bid (of $47,302.00); 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.** (Received with Proposal)

e. Contractor's Preliminary Schedule and Schedule of Submittals, including Shop Drawings, Product Data, and Samples submittals. (Received with Proposal)

f. Workers' Compensation Certification. (Received with Proposal)

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

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

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

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

k. Roofing Contract Financial Interest Certification (Received 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:** | 10/6/2015 |

**AWARDING BODY INFORMATION**

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

**PROJECT INFORMATION**

| | | | |
|---|---|---|---|
| **Project Name:** | Roosevelt ES | **Project #:** | 2015-02 |
| **Brief Description:** | Roofing at MPR lower roof | **Contract #:** | 2015-02 |
| **Contract Amount:** | $47320.00 | **Number of Prime Contractors:** | 1 |
| **Total Project Cost:** | $47320.00 | | |
| **Alternative Model:** | None Apply | | |
| **DIR Project ID:** | 50082 | | |
| **Physical Address:** | 951 Dowling Blvd.<br>San Leandro<br>San Leandro, CA 94577<br>ALAMEDA | **Billing Address:** | |

# Project Information 2

**PWC-100**

**Project Name:** Roosevelt ES **Project #:** 2015-02 **Contract #:** 2015-02 **Status:** New Submission

**PROJECT INFORMATION**

**Project Dates**

| | | | |
|---|---|---|---|
| **First Advertised Bid:** | 9/9/2015 | **Estimated or Actual Start:** | 10/26/2015 |
| **Estimated or Actual Completion:** | 11/6/2015 | | |

**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 | Greg Dyer | Mgr | 510-618-4443 |

**General Contractor1**

| CSLB/Certificate Number | NAME | Address | Email | Classification |
|---|---|---|---|---|
| 955618 | STRONGER BUILDING SERVICES | 31119 SAN BENITO ST<br>HAYWARD, CA 94544 | strongerbuilding@yahoo.com | ROOFERS |