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 October, 2017 ("Contract"), by and between Migale Painting Company ("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 Two Thousand Eight Hundred Dollars ($ 42,800.00) ("Contract Price"), the following repairs, maintenance or construction services ("Services" or "Work"):

[SCOPE OF WORK SEE 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 **San Leandro High School** ("Premises" or "Site"). The Project is the scope of Work performed at the Site.

4. **Contract Time & Liquidated Damages.** Work shall be completed by **October 23,** 2017. ("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 **$300.00** 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; $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 Aaron Kerrigan of the Facilities and Operations Department of the District. The architect for the Project is WLC Architects ("Architect") and the project manager on the Project is RGM and Associates ("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	__X__	Lead-Product(s) Certification
____	Bid Bond	__X__	Roofing Contract Financial Interest Certification
____	Notice to Proceed	__X__	Insurance Certificates and Endorsements
__X__	Terms and Conditions to Contract	____	Performance Bond
__X__	Non-collusion Declaration	____	Payment Bond
__X__	Prevailing Wage Certification	__X__	Exhibit "A" ("Scope of Work")
__X__	Workers' Compensation Certification	__X__	Plans
__X__	Criminal Background Investigation Certification	__X__	Work Specifications
_X_	Asbestos & Other Hazardous Materials Certification	____	_____[Other]

9. **Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or sent by overnight delivery service addressed as follows:

San Leandro Unified School District
835 E. 14th Street, Suite 200
San Leandro, CA 94577
Attn: Aaron Kerrigan, Director of Facility and Operations

Migale Painting Company
448 Ignacio Blvd. #137
Novato CA 94949
Attn: Peter J. Migale

Any notice personally given shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service.

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: _____, 20___

San Leandro Unified School District

By: _____

Print Name: _____

Print Title: _____

Dated: _____, 20___

Migale Painting Company.

By: _____

Print Name: _____

Print Title: _____

Information regarding Contractor:

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

_____
Employer Identification and/or Social Security Number
NOTE: United States Code, title 26, sections 6041 and 6109 require non-corporate 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.

TERMS AND CONDITIONS TO CONTRACT

1. **NOTICE TO PROCEED:** District shall provide a Notice to Proceed to Contractor pursuant to the Contract at which time Contractor shall proceed with the Work.

2. **SITE EXAMINATION:** Contractor has examined the Site and certifies that it accepts all measurements, specifications and conditions affecting the Work to be performed at the Site. By submitting its quote, Contractor warrants that it has made all Site examination(s) that it deems necessary as to the condition of the Site, its accessibility for materials, workers and utilities, and Contractor's ability to protect existing surface and subsurface improvements. No claim for allowance of time or money will be allowed as to any other undiscovered condition on the Site.

3. **EQUIPMENT AND LABOR:** The Contractor shall furnish all tools, equipment, apparatus, facilities, transportation, labor, and material necessary to furnish the Services, the Services to be performed at such times and places as directed by and subject to the approval of the authorized District representative indicated in the Work specifications attached hereto.

4. **SUBCONTRACTORS:** Contractor shall comply with the Subletting and Subcontracting Fair Practices Act (Public Contract Code, section 4100 et. seq.) Contractor shall identify by name and location of the place of business of each subcontractor who will perform work or labor or render service in or about the construction of the Project in an amount in excess of one-half of 1 percent of the Contractor's contract price or ten thousand dollars ($10,000) whichever is greater. Subcontractors, if any, engaged by the Contractor for any Service or Work under this Contract shall be subject to the approval of the District. Contractor agrees to bind every subcontractor by the terms of the Contract as far as such terms are applicable to subcontractor's work, including, without limitation, all indemnification, insurance, bond, and warranty requirements. If Contractor subcontracts any part of this Contract, Contractor shall be fully responsible to the District for acts and omissions of its subcontractor and of persons either directly or indirectly employed by itself. Nothing contained in the Contract Documents shall create any contractual relations between any subcontractor and the District.

5. **TERMINATION:** If Contractor fails to perform the Services and Contractor's duties to the satisfaction of the District, or if Contractor fails to fulfill in a timely and professional manner Contractor's obligations under this Contract, or if Contractor violates any of the Terms or Provisions of this Contract, the District shall have the right to terminate this Contract effective immediately upon the District giving written notice thereof to the Contractor. District shall also have the right in its sole discretion to terminate the Contract for its own convenience. Termination shall have no effect upon any of the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of termination.

6. **SAFETY AND SECURITY:** Contractor is responsible for maintaining safety in the performance of this Contract. Contractor shall be responsible for complying with the District's the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.

7. **CHANGE IN SCOPE OF WORK:** Any change in the scope of the Work, method of performance, nature of materials or price thereof, or any other matter materially affecting the performance or nature of the Work shall not be paid for or accepted by District unless such change, addition, or deletion is approved in advance and in writing by a valid change order executed by the District. Contractor specifically understands, acknowledges, and agrees that the District shall have the right to request any alterations, deviations, reductions, or additions to the Project or Work, and the cost thereof shall be added to or deducted from the amount of the Contract Price by fair and reasonable valuations. Contractor also agrees to provide the District with all information requested to substantiate the cost of any change order and to inform the District whether the Work will be done by the Contractor or a subcontractor. In addition to any other information requested, Contractor shall submit, prior to approval of any change order, its request for a time extension (if any), as well as all information necessary to substantiate Contractor's belief that such change will delay the completion of the Work. If Contractor fails to submit its request for a time extension or the necessary supporting information, it shall be deemed to have waived its right to request such extension.

8. **TRENCH SHORING:** If this Contract is in excess of $25,000 and is for the excavation of any trench deeper than five (5) feet, Contractor must submit and obtain District's approval and acceptance, in advance of excavation, of a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If the plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer.

9. **EXCAVATIONS OVER FOUR FEET:** If this Contract includes excavations over four (4) feet, Contractor shall promptly, and before the following conditions are disturbed, notify the District, in writing, of any: (1) Material that the Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law; (2) Subsurface or latent physical conditions at the Site differing from those indicated; or (3) Unknown physical conditions at the Site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract. The District shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the Work shall issue a change order under the procedures described in the Contract. In the event that a dispute arises between the District and the Contractor regarding whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the work, the Contractor shall not be excused from any scheduled completion date provided for by the Contract, but shall proceed with all Work. Contractor shall retain any and all rights provided either by Contract or by law which pertain to the resolution of disputes and protests between the contracting parties.

10. **LEAD-BASED PAINT:** Pursuant to the Lead-Safe Schools Protection Act (Education Code Section 32240 et seq.) and other applicable law, no lead-based paint, lead plumbing and solders, or other potential sources of lead contamination shall be utilized on this Project, and only trained and state-certified contractors, inspectors and workers shall undertake any action to abate existing risk factors for lead. Contractor must execute the Lead-Based Paint Certification, if applicable.

11. **WORKERS:** Contractor shall at all times enforce strict discipline and good order among its employees and the employees of its subcontractors and shall not employ or work any unfit person or anyone not skilled in work assigned to him or her. Any person in the employ of the Contractor or a subcontractor whom the District may deem incompetent or unfit shall be dismissed from the Site and shall not again be employed at Site without written consent from the District.

12. **DRUG-FREE / SMOKE FREE POLICY:** No drugs, alcohol and/or

smoking are allowed at any time in any buildings and/or grounds on District property. No students, staff, visitors, consultants or contractors are to use drugs on these sites

13. **CORRECTION OF ERRORS:** Contractor shall perform, at its own cost and expense and without reimbursement from the District, any work necessary to correct errors or omissions which are caused by the Contractor's failure to comply with the standard of care required herein.

14. **SUBSTITUTIONS:** No substitutions of material from those specified in the Work Specifications shall be made without the prior written approval of the District.

15. **CONTRACTOR SUPERVISION:** Contractor shall provide competent supervision of personnel employed on the job Site, use of equipment, and quality of workmanship,

16. **CLEAN UP:** Debris shall be removed from the Premises. The Site shall be in order at all times when work is not actually being performed and shall be maintained in a reasonably clean condition.

17. **ACCESS TO WORK:** District representatives shall at all time have access to the Work wherever it is in preparation or in progress. Contractor shall provide safe and proper facilities for such access.

18. **PROTECTION OF WORK AND PROPERTY:** Contractor shall erect and properly maintain at all times, as required by conditions and progress of the Work, all necessary safeguards, signs, barriers, lights, and security persons for protection of workers and the public, and shall post danger signs warning against hazards created by the Work. In an emergency affecting life and safety of life or of Work or of adjoining property, Contractor, without special instruction or authorization from District, is permitted to act at his discretion to prevent such threatened loss or injury.

19. **ASSIGNMENT OF CONTRACT:** Contractor shall not assign or transfer in any way any or all of its rights, burdens, duties, or obligations under this Contract without the prior written consent of the District.

20. **TIME IS OF THE ESSENCE:** Time is of the essence in the performance of and compliance with each of the provisions and conditions of this Contract.

21. **OCCUPANCY:** District reserves the right to occupy buildings at any time before formal Contract completion and such occupancy shall not constitute final acceptance or approval of any part of the Work covered by this Contract, nor shall such occupancy extend the date specified for completion of the Work.

22. **FORCE MAJEURE CLAUSE:** Contractor shall be excused from performance hereunder during the time and to the extent that it is prevented from obtaining delivery, or performing by act of God, fire, strike, loss, or shortage of transportation facilities, lock-out, commandeering of materials, product, plant, or facilities by the government, when satisfactory evidence thereof is presented to the District, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of Contractor.

23. **INDEMNIFICATION / HOLD HARMLESS CLAUSE:** To the furthest extent permitted by California law, Contractor shall defend, indemnify, and hold harmless the District, their agents, representatives, officers, consultants, employees, and volunteers (the "indemnified parties") from any and all demands, losses, liabilities, claims, suits, and actions (the "claims") of any kind, nature, and description, including, but not limited to, attorneys' fees and costs, directly or indirectly arising from personal or bodily injuries, death, property damage, or otherwise arising out of, connected with, or resulting from the performance of this Contract unless the claims are caused wholly by the sole negligence or willful misconduct of the indemnified parties. The District shall have the right to accept or reject any legal representation that Contractor proposes to defend the District.

24. **PAYMENT:** On a monthly basis, Contractor shall submit an application for payment based upon the estimated value for materials delivered or services performed under the Contract as of the date of submission ("Application for Payment"). Within thirty (30) days after District's approval of the Application for Payment, Contractor shall be paid a sum equal to ninety percent (90%) of the value of the Work performed (as verified by Architect and Inspector and certified by Contractor) up to the last day of the previous month, less the aggregate of previous payments and amount to be withheld. The District may deduct from any payment an amount necessary to protect the District from loss because of: (1) liquidated damages which have accrued as of the date of the application for payment; (2) any sums expended by the District in performing any of Contractor's obligations under the Contract which Contractor has failed to perform or has performed inadequately; (3) defective Work not remedied; (4) stop notices as allowed by state law; (5) reasonable doubt that the Work can be completed for the unpaid balance of the Total Contract price or by the scheduled completion date; (6) unsatisfactory prosecution of the Work by Contractor; (7) unauthorized deviations from the Contract; (8) failure of the Contractor to maintain or submit on a timely basis proper and sufficient documentation as required by the Contract or by District during the prosecution of the Work; (9) erroneous or false estimates by the Contractor of the value of the Work performed; (10) any sums representing expenses, losses, or damages, as determined by the District, incurred by the District for which Contractor is liable under the Contract; and (11) any other sums which the District is entitled to recover from Contractor under the terms of the Contract or pursuant to state law, including section 1727 of the California Labor Code. The failure by the District to deduct any of these sums from a progress payment shall not constitute a waiver of the District's right to such sums. The District shall retain five percent (5%) from all amounts owing as retention. Retention shall be paid pursuant to Public Contract Code sections 7107 and 7200.

25. **PERMITS AND LICENSES:** Contractor and all of its employees, agents, and subcontractors shall secure and maintain in force, at Contractor's sole cost and expense, all licenses and permits as are required by law, in connection with the furnishing of materials, supplies, or Services herein listed.

26. **INDEPENDENT CONTRACTOR STATUS:** While engaged in carrying out the Services of this Contract, the Contractor is an independent contractor, and not an officer, employee, agent, partner, or joint venture of the District. Contractor shall be solely responsible for its own Worker's Compensation insurance, taxes, and other similar charges or obligations. Contractor shall be liable for its own actions, including its negligence or gross negligence, and shall be liable for the acts, omissions, or errors of its agents or employees.

27. **ANTI-DISCRIMINATION:** It is the policy of the District that in connection with all work performed under contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, or religious creed, and therefore the Contractor agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment Practice Act beginning with Government Code Section 12900 and Labor Code Section 1735. In addition, the Contractor agrees to require like compliance by all its subcontractor(s).

28. **DISABLED VETERAN BUSINESS ENTERPRISES:** Section 17076.11 of the Education Code requires school districts using funds allocated pursuant to the State of California School Facility Program for the construction or modernization of a school building (SFP Funds) to have a participation of at least three percent (3%), per year, of the overall dollar amount expended each year by the school district, for disabled veteran business enterprises (DVBE). If this Contract uses School

Facilities Program Funds, Contractor must submit, with its executed Contract, appropriate documentation to the District identifying the steps Contractor has taken to solicit DVBE participation in conjunction with this Contract.

29. **WARRANTY/QUALITY:** Unless a longer warranty is called for elsewhere in the Contract, Contractor, manufacturer, or their assigned agents shall guarantee the workmanship, product or Services performed against defective workmanship, defects or failures of materials for a minimum period of one (1) year from District's written approval of the Work. All workmanship and merchandise must be warranted to be in compliance with applicable California energy, conservation, environmental, and educational standards.

30. **CONFIDENTIALITY:** Contractor shall maintain the confidentiality of all information, documents, programs, procedures, and all other items that Contractor encounters while performing the Contractor's Services to the extent allowed by law. This requirement shall be ongoing and shall survive the expiration or termination of this Contract and specifically includes all student, parent, and disciplinary information.

31. **COMPLIANCE WITH LAWS:** Contractor shall give all notices and comply with all laws, ordinance, rules and regulations bearing on conduct of the Work as indicated or specified. If Contractor observes that any of the Work required by this Contract is at variance with any such laws, ordinance, rules or regulations, Contractor shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Work shall be made and this Contract shall be appropriately amended in writing, or this Contract shall be terminated effective upon Contractor's receipt of a written termination notice from the District. If Contractor performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Contractor shall bear all costs arising therefrom.

32. **DISPUTES:** In the event of a dispute between the Parties as to performance of the Work, the interpretation of this Contract, or payment or nonpayment for Work performed or not performed, the Parties shall attempt to resolve the dispute by those procedures set forth in Public Contract Code section 20104, et seq., if applicable. Pending resolution of the dispute, Contractor agrees it will neither rescind the Contract nor stop the progress of the Work, but will allow determination by the court of the State of California, in the county in which the District's administration office is located, having competent jurisdiction of the dispute. All claims over Three Hundred Seventy-Five Thousand Dollars ($375,000), which are outside the scope of Public Contract Code section 20104, et seq., may be determined by independent arbitration if mutually agreeable, otherwise by litigation.

- Notice of the demand for arbitration of a dispute shall be filed in writing with the other Party.
- The demand for arbitration of any claim of over Three Hundred Seventy-five Thousand Dollars ($375,000) shall be made within a reasonable time after written notice of the dispute has been provided to the other Party, but in no case longer than ninety (90) days after initial written notice, and the demand shall not be made later than the time of Contractor submission of the request for final payment.

33. **LABOR CODE REQUIREMENTS:** Provided that the Contract Price is more than $1,000, and the Work is a "public works" under the Labor Code, the parties agree as follows:

- The Work is subject to compliance monitoring and enforcement by the Department of Industrial Relations.
- District hereby provides notice of the requirements described in Labor Code § 1771.1(a) that a contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, or engage in the performance of any contract for public work, unless currently registered and qualified to perform public work pursuant to Labor Code § 1725.5.
- Contractor acknowledges that all or a portion of the Services under this Contract are a public work, and that it and its subcontractors have complied with Labor Code § 1725.5, including, without limitation, the registration requirements thereof.
- Contractor shall post all required job site notices and shall comply with all applicable requirements prescribed thereby, including but not limited to Labor Code § 1771.4.
- Contractor shall comply with all applicable provisions of the Labor Code, Division 3, Part 7, Chapter 1, Articles 1-5, including, without limitation, the payment of the general prevailing per diem wage rates for public work projects of more than one thousand dollars ($1,000).
- Copies of the prevailing rate of per diem wages are on file with the District.
- Contractor and each subcontractor shall comply with Chapter 1 of Division 2, Part 7 of the Labor Code, beginning with § 1720, and including §§ 1735, 1777.5 and 1777.6, forbidding discrimination, and §§ 1776, 1777.5 and 1777.6 concerning the employment of apprentices by Contractor or subcontractors. Willful failure to comply may result in penalties, including loss of the right to bid on or receive public works contracts.

34. **PAYROLL RECORDS:** Contractor and its subcontractor(s) shall keep accurate certified payroll records of employees and make them available to the District immediately upon request.

35. **ANTI-TRUST CLAIM:** Contractor and its subcontractor(s) agree to assign to the District all rights, title, and interest in and to all causes of action they may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the Contract or a subcontract. This assignment shall be made and become effective at the time the District tenders final payment to the Contractor, without further acknowledgment by the Parties.

36. **GOVERNING LAW:** This Contract shall be governed by and construed in accordance with the laws of the State of California with venue of any action in a in the county in which the District's administration office is located.

37. **PROVISIONS REQUIRED BY LAW DEEMED INSERTED:** Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and this Contract shall be read and enforced as though it were included therein.

38. **BINDING CONTRACT:** This Contract shall be binding upon the Parties hereto and upon their successors and assigns, and shall inure to the benefit of the Parties and their successors and assigns.

39. **DISTRICT WAIVER:** District's waiver of any term, condition, covenant or waiver of a breach of any term, condition or covenant shall not constitute the waiver of any other term, condition or covenant or the waiver of a breach of any other term, condition or covenant.

40. **INVALID TERM:** If any provision of this Contract is declared or determined by any court of competent jurisdiction to be illegal, invalid or unenforceable, the legality, validity or enforceability of the remaining parts, terms and provisions shall not be affected thereby, and said illegal, unenforceable or invalid part, term or provision will be deemed not to be a part of this Contract.

41. **ENTIRE CONTRACT:** This Contract sets forth the entire Contract between the Parties hereto and fully supersedes any and all prior agreements, understanding, written or oral, between the Parties hereto pertaining to the subject matter thereof. This Contract may be modified only by a writing evidencing the Parties' mutual consent.

PREVAILING WAGE CERTIFICATION

I hereby certify that I will conform to the State of California Public Works Contract requirements regarding prevailing wages, benefits, on-site audits with 48-hours' notice, payroll records, and apprentice and trainee employment requirements, for all Work on the above Project.

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

WORKERS' COMPENSATION CERTIFICATION

Labor Code section 3700 in relevant part provides:

Every employer except the State shall secure the payment of compensation in one or more of the following ways:

a. By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this state.

b. By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees.

I am aware of the provisions of section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work of this Contract.

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

(In accordance with Article 5 - commencing at section 1860, chapter 1, part 7, division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any Work under this Contract.)

CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION

The undersigned does hereby certify to the governing board of the District that (1) he/she is a representative of the Contractor, (2) he/she is familiar with the facts herein certified, (3) he/she is authorized and qualified to execute this certificate on behalf of Contractor; and (4) that the following is true and correct:

1. **Education Code.** Contractor has taken at least one of the following actions with respect to the Project (check all that apply):

   _____ The Contractor has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all Contractor's employees and all of its subcontractors' employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and the California Department of Justice has determined that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. A complete and accurate list of Contractor's employees and of all of its subcontractors' employees who may come in contact with District pupils during the course and scope of the Contract is attached hereto; and/or

   _____ Pursuant to Education Code section 45125.2, Contractor has installed or will install, prior to commencement of work , a physical barrier at the Project site, that will limit contact between Contractor's employees and District pupils at all times; and/or

   _____ Pursuant to Education Code section 45125.2, Contractor certifies that all employees will be under the continual supervision of, and monitored by, an employee of the Contractor who the California Department of Justice has ascertained has not been convicted of a violent or serious felony. The name and title of the employee who will be supervising Contractor's employees and its subcontractors' employees is:

   Name: _____
   Title: _____

   _____ The Work on the Contract is at an unoccupied school site and no employee and/or subcontractor or supplier of any tier of Contract shall come in contact with the District pupils.

2. **Megan's Law (Sex Offenders).** I have verified and will continue to verify that the employees of Contractor that will be on the Project site and the employees of the Subcontractor(s) that will be on the Project site are **not** listed on California's "Megan's Law" Website (http://www.meganslaw.ca.gov/).

Contractor's responsibility for background clearance extends to all of its employees, subcontractors, and employees of subcontractors coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors of the Contractor.

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

ASBESTOS & OTHER HAZARDOUS MATERIALS CERTIFICATION

Contractor hereby certifies that no Asbestos, or Asbestos-Containing Materials, polychlorinated biphenyl (PCB), or any material listed by the federal or state Environmental Protection Agency or federal or state health agencies as a hazardous material, or any other material defined as being hazardous under federal or state laws, rules, or regulations "New Material Hazardous", shall be furnished, installed, or incorporated in any way into the Project or in any tools, devices, clothing, or equipment used to affect any portion of Contractor's work on the Project for District.

Contractor further certifies that it has instructed its employees with respect to the above-mentioned standards, hazards, risks, and liabilities.

Asbestos and/or asbestos-containing material shall be defined as all items containing but not limited to chrysotile, crocidolite, amosite, anthophyllite, tremolite, and actinolite. Any or all material containing greater than one-tenth of one percent (.1%) asbestos shall be defined as asbestos-containing material.

Any disputes involving the question of whether or not material is New Hazardous Material shall be settled by electron microscopy or other appropriate and recognized testing procedure, at the District's determination. The costs of any such tests shall be paid by Contractor if the material is found to be New Hazardous Material.

All Work or materials found to be New Hazardous Material or Work or material installed with "New Hazardous Material" containing equipment will be immediately rejected and this Work will be removed at Contractor's expense at no additional cost to the District.

Contractor has read and understood the document Hazardous Materials Procedures & Requirements, and shall comply with all the provisions outlined therein.

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

LEAD-PRODUCT(S) CERTIFICATION

California Occupational Safety and Health Administration (CalOSHA), Environmental Protection Agency (EPA), California Department of Health Services (DHS), California Department of Education (CDE), and the Consumer Product Safety Commission (CPSC) regulate lead-containing paint and lead products. Because the Contractor and its employees will be providing services for the District, and because the Contractor's work may disturb lead-containing building materials, **CONTRACTOR IS HEREBY NOTIFIED** of the potential presence of lead-containing materials located within certain buildings utilized by the District. All school buildings built prior to 1993 are presumed to contain some lead-based paint until sampling proves otherwise.

The CDE mandates that school districts utilize DHS lead-certified personnel when a lead-based hazard is identified. Examples of lead-certified personnel include: project designers, inspectors, and abatement workers. Furthermore, since it is assumed by the district that all painted surfaces (interior as well as exterior) within the District contain some level of lead, it is imperative that the Contractor, its workers and subcontractors fully and adequately comply with all applicable laws, rules and regulations governing lead-based materials **(Including Title 8, California Code of Regulations, Section 1532.1).** Any and all Work which may result in the disturbance of lead-containing building materials must be coordinated through the District.

The California Education Code also prohibits the use or import of lead-containing paint, lead plumbing and solders, or other potential sources of lead contamination in the construction of any new school facility or in the modernization or renovation of any existing school facility. The Contractor shall provide the District with any sample results prior to beginning Work, during the Work, and after the completion of the Work. The District may request to examine, prior to the commencement of the Work, the lead training records of each employee of the Contractor.

If failure to comply with these laws, rules, and regulations results in a site or worker contamination, the Contractor will be held solely responsible for all costs involved in any required corrective actions, and shall defend, indemnify and hold harmless the District, pursuant to the indemnification provisions of the Contract, for all damages and other claims arising therefrom. If lead disturbance is anticipated in the Work, only persons with appropriate accreditation, registrations, licenses and training shall conduct this Work.

It shall be the responsibility of the Contractor to properly dispose of any and all waste products, including but not limited to, paint chips, any collected residue, or any other visual material that may occur from the prepping of any painted surface. It will be the responsibility of the Contractor to provide the proper disposal of any hazardous waste by a certified hazardous waste hauler. This company shall be registered with the Department of Transportation (DOT) and shall be able to issue a current manifest number upon transporting any hazardous material from any school site within the District.

THE UNDERSIGNED HEREBY ACKNOWLEDGES, UNDER PENALTY OF PERJURY, THAT HE OR SHE HAS RECEIVED NOTIFICATION OF POTENTIAL LEAD-BASED MATERIALS ON THE OWNER'S PROPERTY, AS WELL AS THE EXISTENCE OF APPLICABLE LAWS, RULES AND REGULATIONS GOVERNING WORK WITH, AND DISPOSAL OF, SUCH MATERIALS WITH WHICH IT MUST COMPLY. THE UNDERSIGNED ALSO WARRANTS THAT HE OR SHE HAS THE AUTHORITY TO SIGN ON BEHALF OF AND BIND THE CONTRACTOR.

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

ROOFING CONTRACT FINANCIAL INTEREST CERTIFICATION (Public Contract Code § 3006)

PROJECT/CONTRACT NO.: _____ between **San Leandro Unified School District** (the "District" or the "Owner") and _____ _____ (the "Contractor" or the "Bidder") (the "Contract" or the "Project").

I, _____ **[Your Name]**, _____ **[Firm Name]** certify that I have not offered, given, or agreed to give, received, accepted, or agreed to accept, any gift, contribution, or any financial incentive whatsoever to or from any person in connection with a roof project contract or subcontract on the Project. As used in this certification, "person" means any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

I, _____ **[Your Name]**, _____ **[Firm Name]** certify that I do not have, and throughout the duration of the Contract, I will not have, any financial relationship in connection with the performance of the Contract with any architect, engineer, roofing consultant, materials manufacturer, distributor, or vendor that is not disclosed below.

I, _____ **[Your Name]**, _____ **[Firm Name]** have the following financial relationships with an architect, engineer, roofing consultant, materials manufacturer, distributor, or vendor, or other person in connection with the following roof project contract:

Name of firm ("Firm"): _____
Mailing address: _____
Address of branch office used for this Project: _____
If subsidiary, name and address of parent company: _____

For Projects without substantive roofing components, check the following box and execute this certification:

☐ The Work on the Contract (1) does not include the replacement or repair of a roof or (2) is a repair of twenty five percent (25%) or less of the roof, (3) or is a repair project that has a total cost of twenty one thousand dollars ($21,000) or less.

I certify that to the best of my knowledge, the contents of this disclosure are true, or are believed to be true.

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

EXHIBIT A

San Leandro High School Cafeteria
Painting Scope of Work
CUPCCAA

Contractor agrees to perform their scope of work in a timely and continuous manner according to the following requirements as outlined. Contractor acknowledges and agrees to include all of the "Work" described in coordination with other trades.

The Contractor shall meet the project Milestones as follows:

	Description:	**Number of Days Allowed:**
Milestone #1	Mobilize.	Duration of Two (1) Calendar days from Notice to proceed.
Milestone #2	Protect existing equipment, improvements, casework hardware and finishes.	Duration of one (1) Calendar days from the completion of Milestone # 1.
Milestone #3	Prep walls, ceilings, doors, windows, casings, sills, aprons, base, exposed structures.	Duration of two (2) Calendar days from the completion of Milestone # 2.
Milestone #4	Apply prime coat, and finish coats.	Duration of four (4) Calendar days from the completion of Milestone # 3.
Milestone #5	Paint touch-up and punch list.	Duration of two (2) Calendar days from the completion of Milestone #4.
Milestone #6	Provide 2-hours of touch up after furniture is installed.	Duration of two (2) hours.

1.00 The Contractor shall assume changes and modifications to the milestones and the schedule will be required during the course of the Project. Each milestone may require more than one mobilization. These changes shall be at no additional cost to the District. The Contractor is required to attend coordination meetings, as may be requested or required, at the jobsite for the purpose of adjusting his efforts to complement project progress and work of other trades or separate contracts.

1.01 This Contract specifically includes:

1. Protection of all pre-painted and pre-finished work.
2. Protect all work from damage leaving protection for your work in place until notification to remove. Work will be cleaned upon removal of protection.
3. Caulking as required at surfaces to be painted and at surfaces intersecting with painted surfaces.
4. Areas receiving caulking must be pre-primed.
5. Dust and overspray control.
6. Protection of all finishes not to receive paint.
7. Protect floor substrates from overspray. Any overspray which causes adhesion, cleanup, compatibility, or other problems with the flooring or other Prime Contractors work will be immediately and completely removed at your cost.
8. Painting Prime Contractor will be responsible for any final cleanup of floors prior to painting to ensure that paint is not contaminated by dust and debris kicked up from the floors during spraying.
9. Painting Prime Contractor will be responsible for his own final preparation work including light to medium sanding, caulking, filling over fasteners, filling minor imperfections and scraping.

10. Final prep work. Any areas found to need more than light to medium sanding or minor scraping will be brought to the attention of the Construction Manager prior to painting. Any areas painted over without proper preparation and notification will be re-prepped and re-painted by the Prime Painting Contractor at no additional cost to the District.
11. Submit cut sheet for manufacturer's recommended primer and installation method.
12. Coordinate with Prime Contractors to ensure compatibility of new finishes with pre-primed materials supplied by others if any.
13. Metal door, frames, and architectural material without a factory finish shall receive a high volume, low pressure spray primer and finish or equal. All imperfections shall be sanded and refinished.
14. Handling including the removal and re-installation of all doors and hardware necessary to complete your work. Re- install locksets and closers after painting is complete. Other hardware will be removed and replaced as needed. Paint must be applied to the doors prior to re-installation of hinges or any other hardware. Door tops and bottoms shall receive the same number of coats and the rest of the door.
15. Final touch-up after the installation of cubicles and furniture prior to occupancy.
16. Provide a minimum of one unopened gallon of each type, color and gloss of paint and primer used on the job for base wall and ceiling colors, does not include pattern colors.
17. Provide a complete list of all paints, cut sheets and color information needed for re-ordering.
18. Coordinate with Prime Contractors to ensure compatibility between pre-primed and painted surfaces with your material. As-Builts of a quality acceptable to the Construction Manager and the District shall be received prior to the release of final retention payment.
19. Warranty as required by the project specifications.
20. The Contractor must respond immediately to any warranty item that prohibits the District's use of any part of the project.

Painting Prime Contractor	SLUSD
By (Name, Title)	By (Name, Title)

*REPRESENTATIONAL ONLY

INTERIOR SYSTEMS

San Leandro High School

Rendering

108554 | 1-31-17 | Bay 5

Rose Franklin | Stefan Kramer | Cathy Antonneau

Scale: N/A

I-1b

REPRESENTATIONAL ONLY

*REPRESENTATIONAL ONLY

INTERIOR SYSTEMS

San Leandro High School

Rendering

108554 | 1-31-17 | Rev 5

Rose Franklin | Stefan Kramer | Cathy Antonneau

Scale: N/A

I-1a

REPRESENTATIONAL ONLY



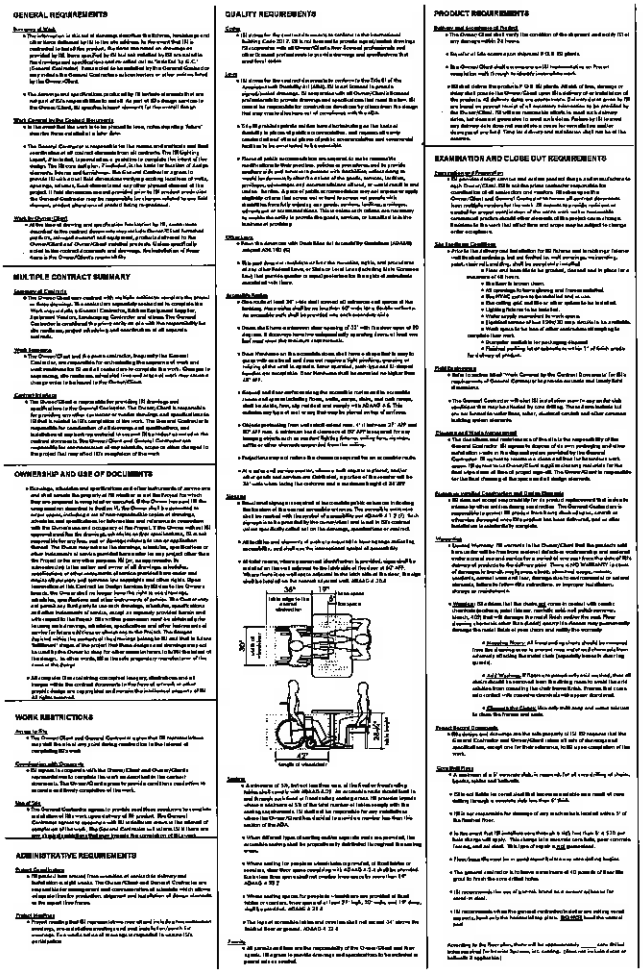
INTERIOR SYSTEMS

San Leandro High School

108554 | 1-31-17 | Rev 5

Rose Franklin | Stefan Kramer | Cathy Antonneau

REPRESENTATIONAL ONLY



GENERAL REQUIREMENTS

Summary of Work

- The Information in this set of drawings describes the kitchens, bookcase and other items delivered by IS to the site address. In the event that IS is instructed to install this product, the items noted on drawings are provided by IS. Items specified by IS but not installed by IS are noted as field verified and specified here and are noted as "to be fed by G.C." (General Contractor). Items noted to be installed by the General Contractor are noted as G.C. General Contractor subcontractors or other work as hired by the Owner/Client.

- The drawings and specifications, as the only IS formats of ownership of any and all of IS's copyrighted ideas for and all the part of IS's design services for this project, the specifics hereof (drawings) for the owner(s) through

Work Covered by the Contract Documents

- It is the intent that the work to be performed by Iowa, unless otherwise "future" items are noted on a later date.

- The General Contractor is responsible for the means and methods and field coordination of all covered elements from all contracts. The IS lighting report, if included, is provided as a guideline to complete the intent of the design. The fixtures and specs, if included, is the basis for location of design elements, but not specifications. The General Contractor agrees to provide IS with a set of final dimensions verifying working locations of walls, openings, cabinets, fixtures and all other equipment shown on this project. Final dimensions are not provided prior to the project construction and any changes made by the Owner/Client after IS has finished any field measurements of product during construction.

Work by Owner/Client

- All the items of drawings and specifications furnished by IS, items made standard in the contract documents may include Owner/IS bid furnished products, all capital equipment and equipment, products delivered to the Owner/Client at Owner/Client installed prior to IS. Unless specifically noted in the contract documents and drawings, the installation of these items is the Owner/Client's responsibility.

MULTIPLE CONTRACT SUMMARY

Separation of Contracts

- The Owner/Client has contracted with multiple contractors to complete the project. The Owner/Client has contracted separately and not to complete the Work, scope of work, a General Contractor, kitchen and cabinet supplier, Equipment Vendors, Landscaping Contractor and others. The General Contractor is considered the primary contractor and is with the responsibility for the overall project schedule and coordination of all separate contracts.

Work Sequence

- The Owner/Client and the general construction, being either the General Contractor, are responsible for coordinating the sequence of work and work conditions for IS and all contractors to complete the work. Changes in sequencing, site conditions, unforeseen and original work may cause a change order to be issued to the Owner/Client.

Contract Relations

- The Owner/Client is responsible for providing IS drawings and specifications to the General Contractor. The Owner/Client is responsible for providing any other documents or master drawings and specifications that is related to IS's completion of the work. The General Contractor is responsible for coordination of all drawings and specifications, and is otherwise of any kind not provided in the project IS's subject to review of the contract documents. The Owner/Client and General Contractor are responsible for communication of any schedule, scope or other changes to the project that may affect IS's completion of the work.

OWNERSHIP AND USE OF DOCUMENTS

- Drawings, schedules and specifications and other instruments of service are and shall remain the property of IS whether or not the project for which they are prepared is constructed. If the Owner has paid IS the agreed-upon amounts in Section 11, then the Owner is granted a limited, non-exclusive, and non-transferable license to use reproductions of drawings, schedules, specifications and other instruments of service prepared by IS and copyrighted by IS, subject to the following limitations: (1) the Owner agrees that all such instruments shall be used by the Owner and those to whom the Owner may convey the property, and only for the purposes stated in this Contract and Design Services; (2) IS shall not be responsible for any use, real or damages unless it is in writing and signed by IS; (3) the Owner shall not transfer the drawings, schedules, specifications or other instruments of service prepared by IS to any project other than the Project or for any other purpose; (4) [or, as may be made, in addition to the letter and terms of all drawings, schedules, specifications, or other instruments of service prepared by IS, and any reproductions of such instruments of service prepared by IS, and any rights upon termination of this Contract or Design Services by IS or use by the Owner's breach, the Owner shall no longer have the right to use drawings, schedules, specifications and other instruments of service. The Owner may not provide any third party to use such drawings, schedules, specifications and other instruments of service, except as expressly provided herein and with respect to the Project. IS's written permission shall not be withheld or delayed by IS unless the Owner's use of such drawings, schedules, specifications or other instruments of service is not in accordance with this Agreement. The Owner's right to use IS's drawings, schedules, specifications or other instruments of service within the confines of the Project terminates for IS and shall be known "fulfillment" stages of the project that these designs and drawings may be used by the Owner to show for other construction, in full or limited use of the design. In other words, IS is the sole proprietary reproduction of the work or the design.

- All copyrights in existing conceptual designs, specifications and all images within the contract documents in the form of artwork or other graphic designs are copyrighted and remain the intellectual property of IS. All rights reserved.

WORK RESTRICTIONS

Access to Site

- The Owner/Client and General Contractor agree that IS reasonable access may visit the site at any point during construction in the interest of completing IS's work.

Coordination with Property

- IS agrees, in cooperation with the Owner/Client and Owner/Client's representatives, to complete the work as described in the contract documents. The General/Contractor agrees to provide a coordinator responsible to receive and timely complete all the work.

Use of Site

- The General Contractor agrees to provide and direct employees to a work site and material lift a work space for IS's project. The General Contractor agrees to supply and direct all employees and subcontractors of employees of the work. The General Contractor will advise IS if there are any safety conditions that may impede the completion of the work.

Project Meetings

- Project meetings (and IS representatives may attend and invite phone conference meetings, pre-installation meetings and post inspection/punch list meetings. If a conference call or in person is requested in advance IS's participation.

QUALITY REQUIREMENTS

Codes

- IS agrees for the contract documents to conform to the International Building Code 2017. IS is not licensed to provide specialized drawings. IS cooperates with all Owner/GC and other General professionals and other licensed professionals to provide drawings and specifications that meet local laws' codes.

Laws

- IS agrees for the contract documents to conform to the Title II of the Americans with Disabilities Act (ADA), IS is not licensed to provide professional drawings. IS cooperates with all Owner/Client's licensed and knowledgeable private drawings and specifications that meet Section. IS cannot be responsible for construction deviations by contractors from the design that may create violations out of compliance with the codes.

- It is IS's intent to provide and does not guarantee that the kitchen and bath(s) in places of public accommodation, and rooms and ramp construction and all and places of public accommodation and commercial facilities to be performed by IS's contractor.

- Physical public accommodations are required to make reasonable modifications to their practices, policies or procedures, and to provide auxiliary aids and services to persons with disabilities, unless doing so would fundamentally alter the nature of the goods, services, facilities, or accommodations offered, or would result in undue burdens. A place of public accommodation does not intend or apply eligibility criteria that screen out or tend to screen out people with disabilities from fully enjoying any goods, services, facilities, privileges, advantages or accommodations. This rule exists unless necessary to modify the ability to provide the goods, services, or benefits to do in the business of providing.

Other Laws

- Refer to discussion with Owner/Client for consulting with, and procedures of any other Federal laws, or State or Local Laws including State Common Law) that provides greater or equal protection for the rights of individuals described with them.

Accessible Routes

- Clear width of least 36" wide shall connect all entrances and spaces of the building. Floor widths shall be no less than 60" wide for a flexible surface. An accessible path shall be provided only each accessible unit a

- Doors shall have a minimum clear opening of 32" with the door open at 90 degrees. If doorways have two unlocked only opening doors at least one leaf must meet this minimum requirement.

- Door thresholds at the accessible doors shall have a shape that is easy to cross with assistive aid and does not require a tight shoulder, operation or balance, and with no objects, floor mats or carpet with pile height greater than 1/2" shall be acceptable. Door thresholds shall be constructed no higher than 1/2" at a

- Ground and floor surfaces along the accessible routes and the accessible rooms and spaces including floors, walls, stairs, decks, and such ramps, shall be stable, firm, slip resistant and comply with ADAAG 4.5. This includes any type of unit or any that may be placed on top of surfaces.

- Objects protruding from walls shall extend more than 4" between 27" AFF and 80" AFF max. A minimum load clearance of 80" AFF is required for any swinging objects such as overhead lighting fixtures, swing doors, mirrors, outlets or other elements suspended from the ceiling.

- Projections more or rather in clearance required for an accessible route.

- At a safety all carriage security, where a half step is required, and/or all goods and services are facilitated, a portion of the counter will be 36" wide when being the counter and a minimum height of 30 AFF

Signage

- Raised and signage is required at inaccessible public entrances including the location of the nearest accessible entrance. This signage is permanently and shall be marked with the symbol of accessibility per ADAAG 4.1.2 (7). Such signage shall be placed on the wall adjacent to the latch side of the door. Signage shall be located at or on the nearest adjacent wall. ADAAG 4.30.4

- All toilet rooms, where a permanent identification is provided, signs shall be installed on the wall adjacent to the latch side of the door at 60" AFF. Where there is no wall space adjacent to the latch side of the door, the sign shall be located on the nearest adjacent wall. ADAAG 4.30.4

Seating

- A minimum of 5% (at least one fixed row of fixed seating tables shall comply with ADAAG 4.32.3. An accessible route shall lead to and through each fixed or fixed seating area. IS provides layouts where a minimum 5% of the total number of tables comply with the seating requirement. IS shall not be responsible for any modifications taken by Owner/IS and the Architect to service member less than 5% section of the ADA.

- Where different types of seating and/or age-specific areas are provided, the accessible seating shall be evenly distributed throughout the seating areas.

- Where seating for persons in wheelchairs is provided, at fixed tables or counters, clear floor space complying with ADAAG 4.2.4 shall be provided. Each clear floor space shall not overlap knee spaces by more than 24" ADAAG 4.32.2

- Where seating spaces for people in wheelchairs are provided at fixed tables or counters, knee space at least 27" high, 30" wide, and 19" deep, shall be provided. ADAAG 4.32.4

- The top of accessible tables and counters shall not exceed 34" above the finish of floor or ground. ADAAG 4.32.4

Parking

- All parking areas are the responsibility of the Owner/Client and their agents. IS agrees to provide drawings and specifications to be reviewed as general and not needed.

PRODUCT REQUIREMENTS

Delivery and Acceptance of Product

- The Owner/Client shall verify the condition of the shipment and notify IS of any damages within 24 hours.

- Any other Owner/Client shall accompany an IS representative on Project receiving from each through to delivery and acceptance.

- IS shall deliver the product to P.O.B. IS stands all risk of loss, damage or delay shall cease to be Owner/Client upon IS's delivery of an installation of the product. All delivery dates are approximate. Delivery dates given by IS are based on normal receipt of all necessary information to be provided by the Owner/Client. IS will use reasonable efforts to meet such delivery dates, but does not guarantee to meet such dates. Failure by IS to meet any delivery date does not constitute a cause for cancellation and/or damages of any kind. Time is of delivery and installation shall not be of the essence.

EXAMINATION AND CLOSE OUT REQUIREMENTS

Examination of Preparation

- IS provides design services and advice pursuant thereto and does not adhere to such Standard (ISA) 2016. IS's duties under this contract requires the Owner/Client to inspect and monitor. IS does not provide construction observation services. IS's duties under this contract have ended upon delivery of the materials. Any defects in workmanship, materials or installation should either obviously or IS's project owner's change. IS assumes no liability for such defective items and scope may be subject to change order exceptions.

Site Installation Conditions

- Prior to the delivery and installation for IS Fixtures and to ensure Interior walls shall be finished, and finished as well as ready for painting, primed, painted, and all trim, shall be completed completed.
  - Floors and base shall be finished, floor and seal in place for a minimum of 48 hours.
  - Kitchen & bathroom sinks.
  - All HVAC systems are operational and heaters installed.
  - All GFCI outlets to be installed and in use.
  - The ceiling grid and tile or other options to be installed.
  - Lighting fixtures to be installed.
  - Water supply connected to work space.
  - Electrical service of four 120V/20 amp circuits to be available.
  - Work space for four feet of other materials all brought to complete floor work.
  - Dumpster available for packaging disposal
  - Finished painting (all applicable) within 1" of finish grade for delivery of product.

Field Measurements

- Refer to Section titled "Work Covered by the Contract Documents" for IS's requirements. Owner/Contractor is responsible for and must field measure all measurements.

Protection and Clean-up

- The installers and maintenance is of the is to be responsibility of the General Contractor. IS agrees to dispose of its own packaging and other installation debris in the disposal services provided by the General Contractor. IS agrees to assume as a clean and free of construction work. Upon IS agrees to and General Contractor's request as necessary and after the final acceptance of items of project sign-off. The General Client is responsible for the final cleaning of the areas and all design elements.

Protection Installed Construction and Final Protection

- IS does not accept any responsibility for or a result of replacement that arises to damage to other existing damage and caution. The General Contractor is responsible to protect IS's product from any damage and loss, caused or otherwise damaged once IS's product has been delivered, and or after installation to satisfactorily complete.

Warranties

- General Warranty: IS warrants to the Owner/Client that the products sold to you will be free from material defects in workmanship and material under normal use and service for a period of one year from the date of IS's delivery of product to the delivery point. There is NO WARRANTY of labor, of damages for bonds, negligence, abnormal usage, misuse, accidents, natural causes and fire, damages due to normal corrosion and abrasion, failure to follow IS's instructions, or improper installation, damage or misuse.

- Warranty: IS warrants that the chairs are made in accord with usually commercially acceptable joint fitting, carefully selected plywood, frames, and IS that will damages the metal finish and/or the seat. Floor scratching caused by other than ordinary use of the chairs may customarily damage the metal finish or paint chairs and modify the warranty.

  - Protective Floors: All hard-wall surfaces should be covered from fire damage as the proposed may result and these problems automatically voiding the metal chair (especially bench steering gears).

  - Add'l Warranty: If there are personally sold and sealed, then all chairs should be removed from the sliding seats to avoid fire and solutions from causing the chair frames/chairs. Ensure that care and contact with caustic cleaners and solvents per damaged.

  - Discontinued Chairs: We only will stock and select colors for chairs like Focus and seats.

Project Record Documents

- IS's design and drawings are the sole property of IS. IS requires that the General Contractor and Owner/Client retain all sets of drawings and specifications, except one for their reference, to IS's pre-completion of the work.

Completed Work

- A maximum of a 3" variance shall be maximum for all vary-ability of depth, square, spaces and bathroom.

- IS is not liable to correct IS's all become unsatisfactory result of new building formwork or concrete slab less than 3" thick.

- IS is not responsible for damages of any substances located within 3" of the finished floor.

- In the event that IS installers are there up to eight five (5) hours or 5:30 per hour charge will apply. This charge is in excess carefully, poor concrete, framing, and set steel. This type of repair is not guaranteed.

- Floor/base life must be in good shape that is in a very stable budget.

- The general contractor is to have a maximum of 40 pounds of floor life grout to finish the core drilled holes.

- IS recommends the use of painted, tinted and cement adhesive for wood or steel.

- IS recommends when the general contractor/contractor are using metal supports, brush only the finished fitting plate. DO NOT handle coated pad

According to the floor plans, there will be approximately _____ cubic (linear) inches of material for Interior Systems, LLC. cutting. (Does not include sheet or bulkhead if applicable.)

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Elevations x-x	N/A
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Material Board	I-8

Location

2200 Bancroft Ave
San Leandro, CA
94577

Contact

Deby Cappadona
800-699-7516
e-mail

Contacts:

Account Executive:
Jeannie Clough-Breshears
(417) 207-5440

Project Designer:
Rose Franklin
(800) 837-8373 Ext. 2069

Project Manager:
Cathy Antonneau
(800) 837-8373 Ext. 2084

Project Artist:
Stefan Kramer

Drawn By:
DP

PRELIMINARY PLANS
NOT FOR CONSTRUCTION

Rev	Date	Description	By
1	2.20.17	Update to Floor Plan	RF
2	4.7.17	Update to Floor Plan	RF
3	5.8.17	Update to Floor Plan	RF
4	5.15.17	Update to Floor Plan	RF
5	7.26.17	Update to Floor Plan	RF

San Leandro High School

Information Page

I-1

108554 | 1-31-17 | Rev 5

Rose Franklin | Stefan Kramer | Cathy Antonneau

REPRESENTATIONAL ONLY

INTERIOR SYSTEMS

EXHIBIT "A" ("SCOPE OF WORK")

PERFORMANCE BOND

PERFORMANCE BOND (100% of Contract Price)
(Note: Contractors must use this form, NOT a surety company form.)

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the governing board ("Board") of the **San Leandro Unified School District** ("District") and _____ _____, ("Principal)" have entered into a contract for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to perform the following project:

_____ (Project Name)
("Project" or "Contract")

which Contract dated _____, 20___, and all of the Contract Documents attached to or forming a part of the Contract, are hereby referred to and made a part hereof, and

WHEREAS, said Principal is required under the terms of the Contract to furnish a bond for the faithful performance of the Contract;

NOW, THEREFORE, the Principal and _____ ("Surety") are held and firmly bound unto the Board of the District in the penal sum of:

_____ DOLLARS

($_____), lawful money of the United States, for the payment of which sum well and truly to be made we bind ourselves, our heirs, executors, administrators, successors, and assigns jointly and severally, firmly by these presents, to:

- Perform all the work required to complete the Project; and
- Pay to the District all damages the District incurs as a result of the Principal's failure to perform all the Work required to complete the Project.

The condition of the obligation is such that, if the above bounden Principal, his or its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, and agreements in the Contract and any alteration thereof made as therein provided, on his or its part to be kept and performed at the time and in the intent and meaning, including all contractual guarantees and warrantees of materials and workmanship, and shall indemnify and save harmless the District, its trustees, officers and agents, as therein stipulated, then this obligation shall become null and void, otherwise it shall be and remain in full force and virtue.

As a condition precedent to the satisfactory completion of the Contract, the above obligation shall hold good for a period equal to the warranty and/or guarantee period of the Contract, during which time Surety's obligation shall continue if Contractor shall fail to make full, complete, and satisfactory repair, replace, and totally protect the District from loss or damage resulting from or caused by defective materials or faulty workmanship. The obligations of Surety hereunder shall continue so long as any obligation of Contractor remains. Nothing herein shall limit the District's rights or the Contractor's or Surety's obligations under the Contract, law or equity, including, but not limited to, California Code of Civil Procedure section 337.15.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract or to the Work to be performed thereunder shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the Contract Documents or to the Work.

Any claims under this bond may be addressed to the Surety at the following address. This cannot be the Contractor's broker for this bond, but must be an employee of the Surety or the Surety's legal counsel:

_____

_____

Attention: _____

Telephone No.: (_____) _____-_____

Fax No.: (_____) _____-_____

E-mail Address: _____

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the _____ day of _____, 20___.

Principal	**Surety**
_____	_____
(Name of Principal)	(Name of Surety)
_____	_____
(Signature of Person with Authority)	(Signature of Person with Authority)
_____	_____
(Print Name)	(Print Name)
	_____
	(Name of California Agent of Surety)
	_____
	(Address of California Agent of Surety)
	_____
	(Telephone Number of California Agent of Surety)

Contractor must attach a Notarial Acknowledgment for all Surety's signatures and a Power of Attorney and Certificate of Authority for Surety. The California Department of Insurance must authorize the Surety to be an admitted surety insurer.

PAYMENT BOND

PAYMENT BOND -- Contractor's Labor & Material Bond (100% of Contract Price)
(Note: Contractors must use this form, NOT a surety company form.)

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the governing board ("Board") of the **San Leandro Unified School District** ("District") and _____ _____, ("Principal)" have entered into a contract for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to

_____ (Project Name)
("Project" or "Contract")

which Contract dated _____, 20___, and all of the Contract Documents attached to or forming a part of the Contract, are hereby referred to and made a part hereof, and

WHEREAS, pursuant to law and the Contract, the Principal is required, before entering upon the performance of the work, to file a good and sufficient bond with the body by which the Contract is awarded in an amount equal to 100 percent (100%) of the Contract price, to secure the claims to which reference is made in sections 3179 through 3214 and 3247 through 3252 of the Civil Code of California, and division 2, part 7, of the Labor Code of California.

NOW, THEREFORE, the Principal and _____ ("Surety") are held and firmly bound unto the Board of the District in the penal sum of:

_____ DOLLARS

($_____), lawful money of the United States, being a sum not less than the total amount payable by the terms of Contract, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, or assigns, jointly and severally, by these presents.

The condition of this obligation is that if the Principal or any of his or its subcontractors, of the heirs, executors, administrators, successors, or assigns of any, all, or either of them shall fail to pay for any labor, materials, provisions, provender, or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, that the Surety will pay the same in an amount not exceeding the amount herein above set forth, and also in case suit is brought upon this bond, will pay a reasonable attorney's fee to be awarded and fixed by the Court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under sections 3179 through 3214 and 3247 through 3252 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void; otherwise it shall be and remain in full force and affect.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract or to the Work to be performed thereunder shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the Contract Documents or to the Work.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the _____ day of _____, 20___.

Principal	**Surety**
_____	_____
(Name of Principal)	(Name of Surety)
_____	_____
(Signature of Person with Authority)	(Signature of Person with Authority)
_____	_____
(Print Name)	(Print Name)
	_____
	(Name of California Agent of Surety)
	_____
	(Address of California Agent of Surety)
	_____
	(Telephone Number of California Agent of Surety)

Contractor must attach a Notarial Acknowledgment for all Surety's signatures and a Power of Attorney and Certificate of Authority for Surety. The California Department of Insurance must authorize the Surety to be an admitted surety insurer.

NON-COLLUSION DECLARATION

San Leandro Unified School District
835 E. 14th Street, Suite 200
San Leandro, CA 94577

I, _____, declare that I am the party making the foregoing bid, that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix any overhead, profit, or cost element of the bid price, or of that of any other Bidder, or to secure any advantage against the public body awarding the Agreement of anyone interested in the proposed Agreement; that all statements contained in the bid are true, and, further, that the Bidder has not, directly or indirectly, submitted its bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member of agent thereof to effectuate a collusive or sham bid.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

_____
(Date)

_____
(Print Name)

_____
(Signature)

_____
(Official Capacity)

_____
(Company Name)

_____
(Company Address)

_____
(Company Telephone Number)