**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") OVER $60,000 AND UP TO $200,000**

**Or**

**___ REPAIRS, MAINTENANCE OR CONSTRUCTION SERVICES UNDER $60,000 AWARDED PURSUANT TO CUPCCAA**

**THIS CONTRACT** is made and entered into this **19th day of June, 2019** ("Contract"), by and between **Indoor Environmental Services** ("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 **Eighty Three Thousand Three Hundred Ninety Six Dollars** (**$83,396.00**) ("Contract Price"), the following repairs, maintenance or construction services ("Services" or "Work"):

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 **John Muir Middle 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 _____, 2019. [**OR**] Work shall be completed within _____ **[SPELL OUT COMPLETION DAYS]** (_____) **[NUMBER OF DAYS]** consecutive calendar days from the date specified in the District's Notice to Proceed. ("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 **Three Hundred Dollars ($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: Per Civil Code 3247 -**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.

   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 |
| **Builder's Risk (Course of Construction)** | Issued for the value and scope of work. |

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 **N/A** ("Architect") and the project manager on the Project is **RGM & Associates** ("Project Manager") [**May be omitted as applicable.]**

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__ | Drug-Free Workplace Certification |
| ____ | Bid Bond | __X__ | Lead-Product(s) Certification |
| ____ | Notice to Proceed | __X__ | Roofing Contract Financial Interest Certification |
| __X__ | Terms and Conditions to Contract | __X__ | Insurance Certificates and Endorsements |
| ____ | Non-collusion Declaration | __X__ | Performance Bond |
| __X__ | Prevailing Wage Certification | __X__ | Payment Bond |
| __X__ | Workers' Compensation Certification | ____ | Exhibit A ("Scope of Work") |
| __X__ | Criminal Background Investigation Certification | ____ | Plans |
| __X__ | Asbestos & Other Hazardous Materials Certification | ____ | Work Specifications |
| __X__ | Smoke-Free Certification | __X__ | W-9 Form [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**

**Indoor Environmental Services**
**1512 Silica Avenue**
**Sacramento, CA 95815**
**ATTN: Stan Butts**

Any notice personally given shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the next business day 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___ | Dated: _____, 20___ |
| **San Leandro Unified School District** | **Indoor Environmental Services** |
| By: _____ | By: _____ |
| Print Name: _____ | Print Name: _____ |
| Print Title: _____ | 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. Upon termination, Contractor shall provide the District with all documents produced maintained or collected by Contractor pursuant to this Contract, whether or not such documents are final or draft documents.

**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 free and harmless the District, its agents, representatives, officers, Contractors, employees, trustees, and volunteers ("the indemnified parties") from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, including without limitation the payment of all consequential damages, arising out of, pertaining to or relating to, in whole or in part, the negligence, recklessness, errors or omissions, or willful misconduct of Contractor, its officials, officers, employees, subcontractors, Contractors, or agents directly or indirectly arising out of, connected with, or resulting from the performance of the Services or from any activity, work, or thing done, permitted, or suffered by the Contractor in conjunction with 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 indemnified parties.

**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-five percent (95%) 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/CLAIMS**: Public Contract Code § 9204. Claims between the District and the Contractor shall be resolved in accordance with the procedures established in Public Contract Code § 9204.

- Claim. The term "Claim" means a written demand by the Contractor sent by registered mail or certified mail with return receipt requested for:
  (1) An extension of the Contract Time, including relief from damages or penalties assessed by the District for delay;
  (2) Payment of money or damages arising from work done by, or on behalf of, the Contractor pursuant to the Contract and payment that is not otherwise expressly provided for in the Contract Documents or to which the Contractor is not otherwise entitled; or
  (3) Payment of an amount that is disputed by the District.
- Submission of Claim. A Claim arises upon the District's rejection of a request by the Contractor for a Change Order. The Contractor shall submit the Claim by registered mail or certified mail with return receipt requested to the District's Director of construction and Modernization, with a copy to the Project Manager/Construction Manager. The Contractor shall submit its Claim in writing, together with all Supporting Documentation no later than the earlier of either: (1) thirty (30) days after the date the Claim arises; or (2) sixty (60) days after the date of Completion. It is the intent of the District to evaluate and resolve Claims with the Contractor as close to the events giving rise to such Claims as possible and to avoid stale or late Claims, including late notice and documenting of Claims, and to timely mitigate the issue, event, condition, circumstance and/or cause of the Claim and any adverse impacts or damages related thereto. Should the Contractor fail to submit a Claim by the deadline set forth in this Article, Contractor waives and releases such Claim, including all rights and remedies in connection therewith.
- Contents of Claim. A Claim must include all Supporting Documentation and a statement identifying it as a Claim signed by an authorized agent or officer of the Contractor under penalty of perjury and including the following language immediately above or before the Contractor's signature: "I

declare under penalty of perjury under the laws of the State of California that the information provided and statements made in this Claim are true and correct, substantiated and of merit." The Contractor recognizes and acknowledges that this requirement is not a mere formality but is intended to ensure that the Contractor only submits Claims that it believes are true and correct, substantiated and have merit. Should Contractor fail to submit the foregoing written statement signed under penalty of perjury, Contractor waives and releases its Claim, including all rights and remedies in connection thereto.

- Subcontractor Claims. Pursuant to Public Contract Code § 9204(d)(5), a Subcontractor may request in writing, either on its own behalf or on behalf of a lower tier Subcontractor, that the Contractor submit to the District a claim for work which was performed by the Subcontractor or by a lower tier Subcontractor on behalf of the Subcontractor. The Subcontractor requesting that the claim be submitted to the District shall furnish reasonable documentation to support the claim. Regardless of whether or not the Contractor decides to submit the Subcontractor's claim to the District, Contractor shall provide a copy of the Subcontractor's written request, including all supporting documentation, to the Project Manager/Construction Manager within ten (10) days of Contractor's receipt of the request. In the event the Contractor agrees to submit a Subcontractor's claim to the District, the Contractor shall submit such claim as a request for a Change Order, unless such claim was previously submitted to the District as a request for a Change Order. Within forty-five (45) days of receipt of the Subcontractor's written request, the Contractor shall notify the Subcontractor in writing as to whether the Contractor submitted the claim to the District and, if the Contractor did not submit the claim, the Contractor shall provide the Subcontractor with a written statement of the reasons for not having done so and shall concurrently provide a copy of such written statement to the Project Manager/Construction Manager. In the event the Contractor includes supporting documentation with such written statement, the Contractor shall concurrently provide a copy of such supporting documentation to the Project Manager/Construction Manager. If the Contractor submits a Claim on behalf of a Subcontractor, the Claim shall include a statement in writing and signed by an authorized agent or officer of the Contractor under penalty of perjury that includes the following language immediately above or before the Contractor's signature: "I declare under penalty of perjury under the laws of the State of California that [insert name of Contractor] has thoroughly evaluated the claim of [insert name of Subcontractor] and determined that the information provided and statements made in the claim are true and correct, substantiated and of merit."
- District Review of Claim. Upon receipt of a Claim, the District shall review the Claim and, within a period not to exceed forty-five (45) days, shall provide Contractor a written statement identifying what portion of the Claim is disputed and what portion is undisputed. Upon receipt of a Claim, the District and the Contractor may, by mutual written agreement, extend the forty-five (45) day time period. The District shall process and make payment of any undisputed portion of a Claim within sixty (60) days after the District issues its written statement. Failure by the District to provide a written statement in response to a Claim from the Contractor within the forty-five (45) day time period, or within an agreed upon extended time period, shall result in the Claim being deemed rejected in its entirety. A Claim that is rejected by reason of the District's failure to respond, or failure to timely respond, to the Claim shall not constitute an adverse finding regarding the merits of the Claim or the claimant's responsibility or qualifications.
- Meet and Confer Meeting. If the Contractor disputes the District's written response, or if the District fails to respond within the time frame prescribed above, the Contractor, within fifteen (15) days of the District's written response or, if the District fails to respond, within fifteen (15) days after the District's response was due, may demand, in a writing sent to the District's Superintendent by registered mail or certified mail, return receipt requested, with a copy to the District's Director of Construction and Modernization, and Project Manager/Construction Manager, an informal conference to meet and confer for settlement of the issues in dispute. The District shall schedule a meet and confer conference within thirty (30) days of its receipt of the Contractor's written demand.
- Mediation. Within ten (10) business days following the conclusion of the meet and confer conference, if the Claim or any portion of the Claim remains in dispute, the District shall provide the Contractor a written statement identifying the portion of the Claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the Claim shall be processed and made within sixty (60) days after the District issues its written statement. Any disputed portion of the Claim, as identified by the Contractor in writing, shall be submitted to nonbinding mediation. The expenses and fees of the mediator and the administrative fees shall be divided among the parties equally. Each party shall pay its own legal fees, witness fees, and other expenses. The District and the Contractor shall mutually agree to a mediator within ten (10) business days after the disputed portion of the Claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the Claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. The foregoing notwithstanding, pursuant to Public Contract Code § 9204(f), the parties may mutually agree in writing to waive mediation.
- 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.
- Nothing in this Article shall prevent the Parties from resolving any disputes or claims pursuant to Public Contract Code section 20104, et seq., if applicable.

- Nothing in this Contract, waives, modifies or tolls the Contractor's obligation to present a timely claim under Government Code § 910, et seq. Therefore, in addition to complying with the contractual Claims procedures, the Contractor is required to present claims to the District pursuant to Government Code § 910, et seq.

**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. Contractor shall comply with Labor Code § 1777.5 pertaining to prevailing wage compensation to apprentices for pre-employment activities.

**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. AUDIT:** Contractor shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Contractor transacted under this Contract. Contractor shall retain these books, records, and systems of account during the Term of this Contract. Contractor shall permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Contract. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Contractor and shall conduct audit(s) during Contractor's normal business hours, unless Contractor otherwise consents.

**36. 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.

**37. 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.

**38. 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.

**39. 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.

**40. 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.

**41. 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.

**42. 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: _____

**SMOKE-FREE ENVIRONMENT CERTIFICATION**

PROJECT NO.: **TBD** between **San Leandro Unified School District** (the "District" or the "Owner") and **Indoor Environmental Services (**the "Contractor" or the "Bidder") **John Muir Middle School – Library HVAC Upgrade**, (the "Contract" or the "Project").

This Smoke-Free Environment Certification form is required from the successful Bidder.

Pursuant to, without limitation, 20 U.S.C section 6083, Labor Code section 6400 et seq., Health & Safety Code section 104350 et seq. and District Board Policies, all District sites, including the Project site, are tobacco-free environments. Smoking and the use of tobacco products by all persons is prohibited on or in District property. District property includes school buildings, school grounds, school owned vehicles and vehicles owned by others while on District property.

I acknowledge that I am aware of the District's policy regarding tobacco-free environments at District sites, including the Project site and hereby certify that I will adhere to the requirements of that policy and not permit any of my firm's employees, agents, subcontractors, or my firm's subcontractors' employees or agents to use tobacco and/or smoke on the Project site.

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

## DRUG-FREE WORKPLACE CERTIFICATION

PROJECT NO.: **TBD** between **San Leandro Unified School District** (the "District" or the "Owner") and **Indoor Environmental Services** (the "Contractor" or "Bidder") **John Muir Middle School – Library HVAC Upgrade**, (the "Contract" or the "Project").

This Drug-Free Workplace Certification form is required from the successful Bidder pursuant to Government Code section 8350 et seq., the Drug-Free Workplace Act of 1990. The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract or grant for the procurement of any property or service from any state agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract or grant awarded by a state agency may be subject to suspension of payments or termination of the contract or grant, and the contractor or grantee may be subject to debarment from future contracting, if the contracting agency determines that specified acts have occurred.

The District is not a "state agency" as defined in the applicable section(s) of the Government Code, but the District is a local agency and public school district under California law and requires all contractors on District projects to comply with the provisions and requirements of Government Code section 8350 et seq., the Drug-Free Workplace Act of 1990.

Contractor shall certify that it will provide a drug-free workplace by doing all of the following:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace and specifying actions which will be taken against employees for violations of the prohibition;

2. Establishing a drug-free awareness program to inform employees about all of the following:

    a. The dangers of drug abuse in the workplace.
    b. The person's or organization's policy of maintaining a drug-free workplace.
    c. The availability of drug counseling, rehabilitation, and employee-assistance programs.
    d. The penalties that may be imposed upon employees for drug abuse violations.

3. Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required above, and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

I, the undersigned, agree to fulfill the terms and requirements of Government Code section 8355 listed above and will publish a statement notifying employees concerning (a) the prohibition of controlled substance at the workplace, (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the performance of the contract be given a copy of the statement required by section 8355(a), and requiring that the employee agree to abide by the terms of that statement.

I also understand that if the District determines that I have either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of section 8355, that the Contract awarded herein is subject to termination, suspension of payments, or both. I further understand that, should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of section 8350 et seq.

I acknowledge that I am aware of the provisions of Government Code section 8350 et seq. and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990.

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 ("SCOPE OF WORK")

********** SEE ATTACHED BID**

## PLANS

*********** N/A**

## WORK SPECIFICATIONS

*********** N/A**

IES Indoor Environmental Services
Powered by sitelogiq
Efficiency Powered by Intelligence

June 10th, 2019

Aaron Kerrigan
Director of Facilities and Operations
San Leandro Unified School District
14375 Juniper Street
San Leandro, CA 94579

**Reference: HVAC for John Muir Middle School Library and Peripheral Spaces**

IES is pleased to provide you with our proposal to provide labor, materials and equipment for the HVAC systems for the John Muir Middle School Library facilities. The following detailed the specific scope, pricing and terms for the project:

**PROJECT SCOPE OF WORK INDEX**


Section 1 HVAC Scope of Work
Section 2 Proposed Project Installation Timeline & Coordination
Section 3 Project Preliminary Plans


## 1.0 GENERAL HVAC SCOPE OF WORK

### 1.1 Basis of Design and Engineering

As requested, Contractor will be replacing the heating system servicing the Library Wing with new high efficiency equipment as listed below in Section 1.2 at ***Muir Middle School***. For HVAC systems installed, Contractor will furnish necessary Engineered CAD drawings prepared by an independent Structural Engineer licensed in the State of California. Engineered set of plans will consist of Mechanical and Structural (as needed) drawings.

The new equipment, as identified below, is selected based on the energy efficiency and economic viability. As it has been reviewed by the licensed Structural Engineer (as required by Division of State Architect), no existing building structural elements will be affected by the replacement furnaces and new light weight rooftop condensing units. According to State of California Division of State Architect Office of Regulation Service Policy #97-08, IR A-10 (Exemption from DSA Approval document, issued on 1/26/18), IR A-22, IR 11B-6 and applicable Sections 17280-17316 of the California Education Codes, this project falls into the categories of non-structural Work. This Work does not infringe on the Life Safety Systems, if any. The Work described herein is limited to HVAC systems replacement only. Therefore, approval from Department of State Architect is exempted for the in-kind HVAC replacements based on the considered herein reasons.

In the absence of the reliable as-built drawings, Contractor has made certain design engineering and estimating assumptions for all work prior to completion of the final engineering and construction. Though unanticipated, there may be some changes to the scope of work based on the unknown pre-existing conditions. Should they arise; a fair and equitable solution will be negotiated in good faith between the Customer and Contractor for any additional costs required.

The selections of the new HVAC equipment are based on the following main design parameters for the cooling/heating load calculations:

- Outdoor design temperatures are (Title 24 required climate data for San Leandro, CA):

  83° F DB / 64° F WB – Summer
  33° F DB - Winter
- Bldg. Structure U-values: walls – estimated for various existing structures.
- Lighting & plug loads were estimated at 1.0 W/Sq. ft.
- Outside air requirements are per Title-24.
- Zone temperature settings are: 75° F – Occupied Cooling
  90° F – Unoccupied Cooling
  70° F – Occupied Heating
  55° F – Unoccupied Heating

Contractor will use the current 2016 Title-24, 2016 Uniform Building Code (UBC), 2016 California Uniform Plumbing Code (UPC), 2016 California Uniform Mechanical Code (UMC), the National Electrical Code (NEC), Sheet Metal & Air Conditioning Contractors' National Association (SMACNA) standards.

## 1.2 Mechanical & Electrical Scope of Work

The following lists in detail the mechanical Scope of Work to be performed for all unit replacements:

- Remove the existing furnaces in the attic of the Library wing and install (2) new Lennox split system furnaces with cooling coils.
- Supply and install (2) new condensing units on the roof of the Library building.
- Supply and install new sheetmetal ducting from the new HVAC units in the attic to the existing registers.
- Furnish and install weather tight sealant on all seams, joints and connections to ensure full weather seal.
- Reconnect gas line from existing furnace unit to the units
- Provide new condensate line to an approved drain.
- Provide electrical service to the new condensing units on the roof.
- Provide new refrigerant lines and flue systems.

- New HVAC units are to be controlled by a new single zone programmable thermostat.
- Provide necessary rigging and trucking of new equipment to the project site.
- Contractor's technicians will perform a complete start-up and test of new equipment to ensure proper system operation.
- Clean all areas daily as new work is completed.
- One-year warranty on Contractor's provided equipment and workmanship. Warranty starts from the day of equipment start-up.

The quantities, sizes and location of all new HVAC units are listed below:

| **Muir Middle School Site** | | | | | | |
|---|---|---|---|---|---|---|
| **Proposed Equipment** | | | | | | |
| **Area** | **Qty** | **Nominal Tons** | **Type** | **Brand** | **Cooling Efficiency SEER/EER** | **Heating Efficiency AFUE %** |
| Library Book Storage Area | 1 | 3.0 | Split/GE | Lennox | 14.0 SEER | 95% |
| Library Area | 1 | 5.0 | Split/GE | Lennox | 14.0 SEER | 95% |

Notes:

* - G/E – denotes Gas Heating/Electric Cooling system unit.

-H/P – denotes Heat Pump system unit.

** - Equipment brand noted above can be substituted with equal equipment based on the availability at the time of the scheduled installation (per Section 2.0 below), constructability and other considerations as determined by the Project Manager.

### 1.3 HVAC Scope of Work Exclusions

The above Scope of Work excludes the following:

- Plumbing, Fire Sprinklers, Fire and Life Safety equipment and its components.
- Warranty, repair and/or upgrade of the existing mechanical, plumbing and electrical systems, air distribution and control systems found in disrepair or not compliant to code. Any and all systems and defects which require repairs/replacements as a result of pre-existing condition.
- Upgrade of the existing over all site electrical service capacity, if required for the new units.
- Controls; economizers where not required by code.
- All work is to be completed during normal working hours. Any request by Customer to change working times may result in a change order for added overtime rates.
- DSA fees, reviews and approvals.
- Any items not specified in this Scope.

## 2.0 PROPOSED PROJECT INSTALLATION TIME LINE & COORDINATION

This project will require extensive scheduling and coordination to insure the efficient implementation of the Work shown herein. Contractor will provide retrofit services in Phases. Each construction Phase will include a complete HVAC and/or Lighting system retrofit at a given building or school site.

The Customer shall provide safe access to the buildings and provide the necessary security for students and staff safety during the rigging and equipment handling process. During the retrofit services, areas of the building designated by Contractor may need to be vacated to ensure the safety of the occupants. It will be the Customer's responsibility to temporarily relocate the students to other classrooms and/or, if needed, provide temporary facilities for the duration of the given phase of each project.

In order to minimize the disruption of Customer's operation, coordination and scheduling items shall include but are not limited to multiple trips to the job site, multiple equipment riggings, temporary relocation of the tenants (students), etc. Contractor will work with the Customer to develop a detailed project schedule. Once the project schedule is confirmed, Contractor will provide the Customer with a Schedule of Values and a progress payment schedule, which corresponds to the project schedule. The installation of mechanical systems will start upon executing this Agreement and ordering and obtaining all necessary equipment, parts and materials needed for installation. It is anticipated the construction phase of this project would be performed in the Summer/Fall of 2019.

Customer and its representatives shall coordinate all the project activities with Contractor's Project Manager only.

## 3.0 PROJECT PRELIMINARY PLANS

The preliminary project plans contained on the following pages are "estimate quality" preliminary project drawings. Final, drawings of record mechanical and electrical project drawings will be provided once the project is completed.

# FURNACE & AIR HANDLER SCHEDULE

| MARK | QTY | MFGR | MODEL | LOCATION | SERVES | COOL CAP.–MBH | | HEAT CAP.–MBH | | AIRSIDE ENT COIL | | FAN | | MOTOR | ELECTRICAL | | | WEIGHT | OSA | REMARKS |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | TOTAL | MIN. SENSIBLE | INPUT | OUTPUT | DB°F | WB°F | CFM | ESP | HP | VOLTS/ø | MCA | MAX. FUSE | (lbs) | (cfm) | |
| F 1 | 1 | LENNOX OR EQUAL | EL195UH 135XP60D | ATTIC | LIBRARY | 53.8 | 47 | 132 | 128 | 80 | 67 | 1950 | 0.5 | 0.75 | 120/1 | 8 | 15 | 175 | 750 | 1,2,3,4,5, HORIZONTAL 95% GAS FURNACE REPLACEMENT, CONCENTRIC FLUE KIT, 1" FILTER, SECONDARY CD OVERFLOW SWITCH AND R410A COIL. BALANCE PER PLANS. POWER BY E.C. |
| F 2 | 1 | LENNOX OR EQUAL | EL195UH 070XE36B | ATTIC | LIBRARY OFFICES | 36 | 29 | 70 | 67 | 80 | 67 | 1200 | 0.4 | 0.5 | 120/1 | 7 | 15 | 160 | 150 | 1,2,3,4,5, HORIZONTAL 95% GAS FURNACE, CONCENTRIC FLUE KIT, 1" FILTER, SECONDARY CD OVERFLOW SWITCH AND R410A COIL. BALANCE PER PLANS. POWER BY E.C. |

NOTES:
1. INSTALL PER MANUFACTURERS INSTALLATION INSTRUCTIONS UNLESS OTHERWISE NOTED ON ON PLANS OR DETAILS, REFERENCE IES STANDARDS AS NECESSARY.
2. CONTROL FROM FURNACE / FAN COIL THERMOSTAT
3. PROVIDE CONDENSATE PUMP(FIELD VERIFY REQUIREMENTS), CONDENSATE NEUTRALIZER AND OVERFLOW DRAIN TO NEAREST APPROVED AREA.
4. PROVIDE T–24 COMPLIANT THERMOSTATS.
5. PROVIDE LISTED PVC VENT KIT
6. FURNACE TO BE LOCKED INTO SINGLE STAGE HEAT ONLY.
7. PROVIDE WITH PRE–MANUFACTURED CABINET CASE

# CONDENSING UNIT SCHEDULE

| MARK | QTY | MFGR | MODEL | TONS | LOCATION | SERVES | AMBIENT | ELECTRICAL | | | EFFICIENCY | WEIGHT (lbs) | REMARKS |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | VOLTS/ø | MCA | MAX. FUSE | SEER | | |
| CU 1 | 1 | LENNOX OR EQUAL | TSA060S4 | 5 | ROOF | FURNACE | 95°F | 208/3 | 21.3 | 35 | 14 | 210 | 1,2, ROOF MOUNTED CU UNIT W/ MATCHING EVAP. COIL CX35–60D–6F–1, R410A REFRIGERANT, 1–1/8" SUCTION/ 3/8" LIQUID, PROGRAMMABLE T–STAT. POWER BY E.C. |
| CU 2 | 1 | LENNOX OR EQUAL | TSA036S4 | 3 | ROOF | FURNACE | 95°F | 208/3 | 14.2 | 20 | 14 | 140 | 1,2, ROOF MOUNTED CU UNIT W/ MATCHING EVAP. COIL CX35–48B–6F, R410A REFRIGERANT, 7/8" SUCTION/ 3/8" LIQUID, PROGRAMMABLE T–STAT. POWER BY E.C. |

NOTES:
1. INSTALL PER MANUFACTURERS INSTALLATION INSTRUCTIONS UNLESS OTHERWISE NOTED ON ON PLANS OR DETAILS, REFERENCE IES STANDARDS AS NECESSARY.
2. CONTROL FROM FURNACE / FAN COIL THERMOSTAT
3. PROTECTIVE CAGE REQUIRED FOR GROUND MOUNTED EQUIPMENT.

# MECHANICAL DRAWING LEGEND

| DRAWING | DESCRIPTION |
|---|---|
| M0.1 | MECHANICAL SCHEDULES, LEGEND & DETAILS |
| M0.2 | TITLE 24 DOCUMENTATION |
| M1.1 | DEMOLITION & MECHANICAL PLANS |

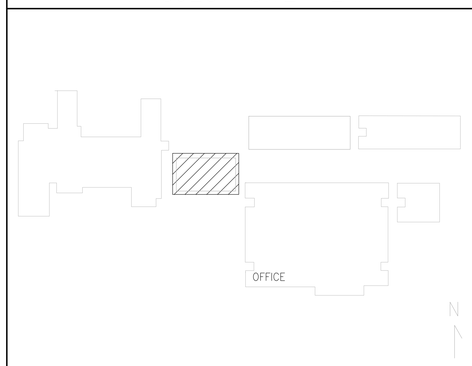
# MECHANICAL LEGEND

| | | |
|---|---|---|
| ABC | | ABOVE CEILING |
| ACD | ACD | AUTOMATIC CONTROL DAMPER |
| AFF | | ABOVE FINISHED FLOOR |
| BDD | BDD | BACK DRAFT DAMPER |
| BOG | | BOTTOM OF GRILLE |
| BV | | BALANCE VALVE |
| CFM | | CUBIC FEET PER MINUTE AIR |
| CLG | | CEILING |
| CV | | CONTROL VALVE |
| (D) | | DROP, DOWN |
| DSD | DSD | DUCT SMOKE DETECTOR |
| (E) | | EXISTING |
| EA | | EXHAUST AIR |
| EC | (E) | ELECTRICAL CONTRACTOR |
| FD | FD | FIRE DAMPER |
| FSD | FSD | FIRE/SMOKE DAMPER |
| GC | | GENERAL CONTRACTOR |
| GC | | GRAVITY DAMPER |
| LVR | | LOUVER |
| MCD | | MOTOR CONTROL DAMPER |
| MVD | MVD | MANUAL VOLUME DAMPER |
| (N) | | NEW |
| NIMC | | NOT IN MECHANICAL CONTRACT |
| OBD | | OPPOSED BLADE DAMPER |
| OH | | OVER HEAD |
| OPNG | | OPENING |
| OSA | | OUTSIDE AIR |
| PC | | PLUMBING CONTRACTOR |
| POC | | POINT OF CONNECTION |
| (R) | | RISE, RISER |
| RA | | RETURN AIR |
| (RL) | | RELOCATE |
| SA | | SUPPLY AIR |
| SD | | SMOKE DETECTOR |
| SW | | SWITCH |
| UCD | UCD | UNDER CUT DOOR |
| UON | | UNLESS OTHERWISE NOTED |
| VD | | VOLUME DAMPER |
| W/ | | WITH |
| S | | SUPPLY AIR DIFFUSER |
| R | | RETURN AIR GRILLE |
| E | | EXHAUST AIR GRILLE |
| TAG | | TRANSFER AIR GRILLE |
| L | 10"x10"–"x" LINED | GALVANIZED STEEL RECTANGULAR DUCT LINED<br>DUCT SIZE (INCHES) FOR OUTSIDE DIMENSIONS |
| | 10"ø E | GALVANIZED STEEL OR FLEXIBLE ROUND DUCT W/VOLUME DAMPER<br>DUCT SIZE (INCHES DIAMETER) |
| | T VAV 1–1 | THERMOSTAT FOR INDICATED HVAC EQUIPMENT (AC, FC, HP, VAV, etc.) |
| | | DUCT TRANSITION |
| | | VAV BOX |
| | | PLENUM (LINED) |

# DEMOLITION LEGEND

| | |
|---|---|
| | (E) BOX TO BE DEMOLISHED |
| | (E) GRILLE TO BE DEMOLISHED |
| (RL) (RL) (RL) | (E) GRILLE TO BE RELOCATED |
| | (E) DUCT WORK TO BE DEMOLISHED |
| | (E) DUCT WORK TO BE RELOCATED |

# PROJECT SITE PLAN




# MECHANICAL GENERAL NOTES

1. THE SCOPE OF WORK SHOWN ON THESE PLANS IS LIMITED TO HVAC ONLY.
2. CONSTRUCTION SHALL CONFORM TO APPLICABLE SECTIONS OF 2016 CMC, CBC, CPC & CALIFORNIA TITLE 24 STANDARDS (2016 ENERGY EFFICIENCY STANDARDS).
3. ALL DUCTWORK TO BE INSTALLED IN ACCORDANCE WITH INDUSTRY STANDARD PRACTICES, LOCAL CODES, SMACNA STANDARDS AND TITLE 24. DUCT SIZES SHOWN ARE CLEAR INSIDE DIMENSIONS. SUPPLY AIR DUCTWORK SHALL BE WRAPPED GALVANIZED SHEET METAL, LINED GALVANIZED SHEET METAL, SEMI–RIGID PRE–INSULATED ALUMINUM OR GLASS FLEX DUCTWORK IN ACCORDANCE WITH SMACNA STANDARDS & CMC.
4. THERMOSTATS SHALL BE MOUNTED +4'–0" ABOVE FINISHED FLOOR, AND SHALL COMPLY TO CEC TITLE 24.
5. PROVIDE THERMAL INSULATION AS REQUIRED FOR DUCT SYSTEMS PER TITLE 24, CALIFORNIA STATE ENERGY CONSERVATION STANDARDS, AND PER SECTION 605 OF THE CMC. INSULATION OF DUCTS TO BE MINIMUM THICKNESS OF 1–1/2" AND MINIMUM OF 1 LB. DENSITY, WITH MINIMUM INSTALLED R–VALUE OF 4.2 OR 8.0 PER SECTION 120.4 OF 2016 ENERGY EFFICIENCY STANDARDS. EXHAUST DUCTWORK NEED NOT BE INSULATED.
6. DUCTWORK, PIPING AND EQUIPMENT WILL BE BRACED PER CBC REQUIREMENTS FOR MECHANICAL AND PLUMBING SYSTEMS. ALL MECHANICAL DUCTWORK AND EQUIPMENT SHALL BE SEISMICALLY BRACED AND ANCHORED IN ACCORDANCE WITH SMACNA STANDARDS AND THE 2016 CALIFORNIA BUILDING CODES (TITLE–24).
7. COORDINATE DUCTWORK AND DUCT HANGERS WITH FIRE SPRINKLER PIPING, LIGHT FIXTURES AND ELECTRICAL CONDUIT.
8. DIFFUSERS ARE SHOWN IN THE CORRECT LOCATION BUT MAY NOT BE CENTERED OR LINED UP BETWEEN LIGHTS DUE TO REFLECTED CEILING PLAN CHANGE. CHECK ARCHITECTURAL REFLECTED CEILING PLAN TO VERIFY LOCATIONS. CONTACT MECHANICAL ENGINEER IF MAJOR DISCREPANCIES OCCUR.
9. (E) DENOTES ITEMS SUPPLIED AND WIRED BY THE ELECTRICAL CONTRACTOR.
10. FIELD VERIFY EXISTING CONDITIONS PRIOR TO BEGINNING CONSTRUCTION. PLANS ARE DIAGRAMMATIC. DO NOT SCALE FOR MATERIAL QUANTITIES. ALL SCALING SHOULD BE REFERENCED TO THE ARCHITECTURAL PLANS ONLY AND FIELD VERIFIED.
11. THESE PLANS AND ACCOMPANYING SPECIFICATIONS HAVE BEEN DESIGNED TO SHOW SUBSTANTIAL COMPLIANCE WITH THE TITLE–24 ENERGY STANDARDS. ALL HVAC AND PLUMBING EQUIPMENT SHALL MEET THE REQUIREMENTS OF THE CALIFORNIA ENERGY COMMISSION BUILDING ENERGY EFFICIENCY STANDARDS.
12. ROOF AND SHAFT DUCTWORK TO BE BUILT PER SMACNA 3" PRESSURE CLASS STANDARDS.
13. PROJECT STRUCTURAL ENGINEER SHALL REVIEW ALL HVAC EQUIPMENT LOCATIONS TO ENSURE BUILDING STRUCTURAL INTEGRITY.

# PIPE MATERIAL SCHEDULE

| APPLICATION | MATERIAL | JOINT | REMARKS |
|---|---|---|---|
| SITE NATURAL GAS | POLYETHYLENE GAS PIPE W/TRACE WIRE, SCH.40 STEEL W/PVC COATING | FUSION FITTINGS, MECH. JOINT | OUTSIDE BLDG UNDERGROUND |
| NATURAL GAS | SCH.40 BLACK & GALV. STEEL PIPE | WELD OR SCREWED | BLACK INSIDE AND GALV. OUTSIDE BLDG |
| CONDENSATE DRAIN | TYPE "M" DRAWN COPPER OR PVC | LEAD FREE SOLDER/ PROPRESS/SOLVENT | INSIDE AND OUTSIDE BLDG |
| REFRIGERANT PIPING | TYPE ACR COPPER CLEAN AND CAPPED | BRAZED | INSIDE AND OUTSIDE BLDG |

# PIPE HANGER SCHEDULE

COPPER TUBE AND PIPE, SOLDERED, BRAZED, OR WELDED

| PIPE SIZE | HORIZONTAL ROD SIZE | HORIZONTAL MAXIMUM INTERVAL | VERTICAL |
|---|---|---|---|
| 1 1/2 " OR LESS | 3/8"ø | 6' | EACH FLOOR, NOT TO EXCEED 10'(5). |
| 2" – 4" | 3/8"ø | 10' | |
| 5" – 8" | 1/2"ø | 10' | |
| 10" – 12" | 5/8"ø | 10' | |

(1) SUPPORT ADJACENT TO JOINT, NOT TO EXCEED 18" ON C.I. NO HUB PIPE.
(2) BRACE AT NOT MORE THAN 40' INTERVALS TO PREVENT HORIZONTAL MOVEMENT.
(3) SUPPORT AT EACH HORIZONTAL BRANCH.
(4) HANGERS SHALL NOT BE PLACED ON THE COUPLING.
(5) VERTICAL WATER LINES MAY BE SUPPORTED IN ACCORDANCE WITH RECOGNIZED ENGINEERING PRINCIPLES WITH REGARD TO EXPANSION AND CONTRACTION.

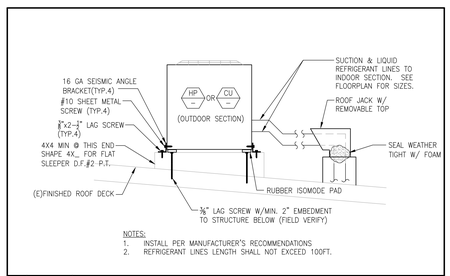
# PROJECT INTENT

THE INTENT OF THIS PROJECT IS LIMITED TO REPLACING OUTDATED HVAC SYSTEMS FOR THE AREAS SHOWN ON PLANS. NO EXISTING STRUCTURAL ELEMENTS WILL BE AFFECTED OR ALTERED. THE INTENT OF THESE DRAWINGS IS THAT THE WORK TO BE IN ACCORDANCE WITH TITLE 24, CALIFORNIA CODES OF REGULATIONS. THE WORK SHOWN HEREIN IS IN COMPLIANCE WITH APPLICABLE SECTIONS 17280–17316 OF CALIFORNIA EDUCATIONAL CODES, STATE OF CALIFORNIA DIVISION OF STATE ARCHITECT OFFICE OF REGULATION SERVICE POLICY #97–08, DOCUMENT IR A–10 (ISSUED ON 01–26–18). ADDITIONALLY, THE WORK SHOWN HEREIN DOES NOT AFFECT THE DISABLED ACCESS REQUIREMENTS OF SECTION 4450 OF GOVERNMENT CODE, STRUCTURAL OR FIRE LIFE SAFETY PROVISIONS.

# CONDENSATE PIPE SIZING

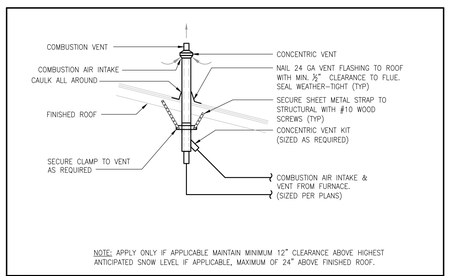
2016 CMC, TABLE 3–1

| TONS OF REFRIGERATION | MINIMUM CONDENSATE PIPE DIA. |
|---|---|
| UP TO 20 | 3/4" |
| 21–40 | 1" |
| 41–90 | 1–1/4" |
| 91–125 | 1–1/2" |
| 126–250 | 2" |



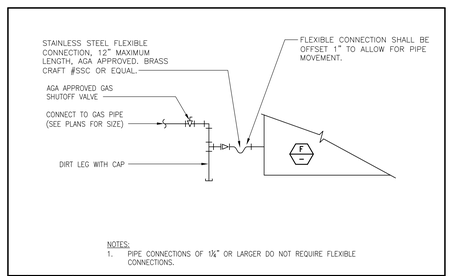

NOTES:
1. INSTALL PER MANUFACTURER'S RECOMMENDATIONS
2. REFRIGERANT LINES LENGTH SHALL NOT EXCEED 100FT.

A SCALE NONE — CONDENSING UNIT WITH ROOF JACK



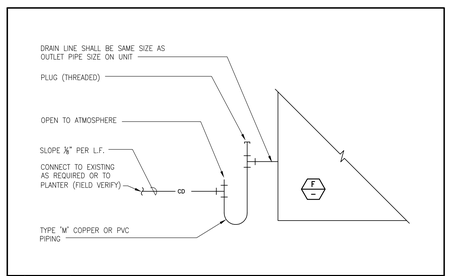

NOTE: APPLY ONLY IF APPLICABLE MAINTAIN MINIMUM 12" CLEARANCE ABOVE HIGHEST ANTICIPATED SNOW LEVEL IF APPLICABLE, MAXIMUM OF 24" ABOVE FINISHED ROOF.

B SCALE NONE — CONCENTRIC VENT THRU PITCHED ROOF INSTALLATION

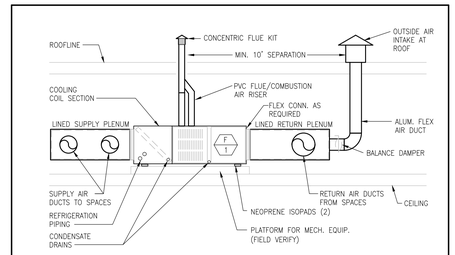



NOTES:
1. PIPE CONNECTIONS OF 1¼" OR LARGER DO NOT REQUIRE FLEXIBLE CONNECTIONS.

C SCALE NONE — TYP. UNIT GAS CONNECTION




D SCALE NONE — TYP. CONDENSATE CONNECTION




E SCALE NONE — HORIZONTAL UNIT DETAIL


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REGISTERED PROFESSIONAL ENGINEER No. 3565 Exp. 12-31-19 STRUCTURAL STATE OF CALIFORNIA


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HVAC Mechanical Systems Design
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Sacramento, CA 95833
Tel/Fax (916) 456–1760
E–Mail: roy.j@alum.calberkeley.org


REGISTERED PROFESSIONAL ENGINEER JAMES J. JERNIGAN No. 22143 Exp. 12-31-19 MECHANICAL STATE OF CALIFORNIA

| REVISIONS | | |
|---|---|---|
| No. | Date | Description |
| 1 | - | - |
| | | |
| | | |

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MECHANICAL SCHEDULES, NOTES, AND LEGEND

| | |
|---|---|
| JOB# | 22.1253 |
| DRAWN BY | BMF |
| CHECKED BY | RJJ |
| SCALE | AS NOTED |
| DATE | 4-22-19 |
| SHEET | M0.1 |

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STATE OF CALIFORNIA
**MECHANICAL SYSTEMS**
CEC-NRCC-MCH-01-E (Revised 01/16) CALIFORNIA ENERGY COMMISSION

| CERTIFICATE OF COMPLIANCE | NRCC-MCH-01-E |
|---|---|
| Mechanical Systems | Page 1 of 4 |
| Project Name: John Muir Middle School, 1444 Williams St., San Leandro, CA 94577 | Date Prepared: 4/22/2019 |

**A. MECHANICAL COMPLIANCE DOCUMENTS & WORKSHEETS (check box if worksheet is included)**

*For detailed instructions on the use of this and all Energy Efficiency Standards compliance forms, refer to the 2016 Nonresidential Manual*
*Note: The Enforcement Agency may require all forms to be incorporated onto the building plans.*

| YES | NO | Comp. Doc./Worksheet # | Title |
|---|---|---|---|
| ◉ | ○ | NRCC-MCH-01-E (Part 1 of 3) | Certificate of Compliance, Declaration. Required on plans for all submittals. |
| ◉ | ○ | NRCC-MCH-01-E (Part 2 of 3) | Certificate of Compliance, Required Acceptance Tests (MCH-02-A to 11-A). Required on plans for all submittals. |
| ◉ | ○ | NRCC-MCH-01-E (Part 3 of 3) | Certificate of Compliance, Required Acceptance Tests (MCH-12-A to 18-A). Required on plans where applicable. |
| ○ | ◉ | NRCC-MCH-02-E (Part 1 of 2) | Mechanical Dry Equipment Summary is required for all submittals with Central Air Systems. It is optional on plans. |
| ○ | ◉ | NRCC-MCH-02-E (Part 2 of 2) | Mechanical Wet Equipment Summary is required for all submittals with chilled water, hot water or condenser water systems. It is optional on plans. |
| ○ | ◉ | NRCC-MCH-03-E | Mechanical Ventilation and Reheat is required for all submittals with multiple zone heating and cooling systems. It is optional on plans. |
| ○ | ◉ | NRCC-MCH-07-E (Part 1 of 2) | Power Consumption of Fans. Required on plans where applicable |
| ○ | ◉ | NRCC-MCH-07-E (Part 2 of 2) | Power Consumption of Fans, Declaration. Required on plans where applicable |



STATE OF CALIFORNIA
**MECHANICAL SYSTEMS**
CEC-NRCC-MCH-01-E (Revised 01/16) CALIFORNIA ENERGY COMMISSION

| CERTIFICATE OF COMPLIANCE | NRCC-MCH-01-E |
|---|---|
| Mechanical Systems | Page 2 of 4 |
| Project Name: John Muir Middle School, 1444 Williams St., San Leandro, CA 94577 | Date Prepared: 4/22/2019 |

**B. MECHANICAL HVAC ACCEPTANCE FORMS (check box for required compliance documents)**

**Test Performed By:**

**Designer:**
This compliance document is to be used by the designer and attached to the plans. Listed below are all the acceptance tests for HVAC systems. The designer is required to check the applicable boxes for all acceptance tests that apply and list all equipment that requires an acceptance test. All equipment of the same type that requires a test, list the equipment description and the number of systems.

**Installing Contractor:**
The contractor who installed the equipment is responsible to either conduct the acceptance test themselves or have a qualified entity run the test for them. If more than one person has responsibility for the acceptance testing, each person shall sign and submit the Certificate of Acceptance applicable to the portion of the construction or installation for which they are responsible.

**Enforcement Agency:**
Plancheck - The NRCC-MCH-01-E compliance document is not considered a completed document and is not to be accepted by the building department unless the correct boxes are checked.
Inspector - Before occupancy permit is granted all newly installed process systems must be tested to ensure proper operations.

| Test Description | | MCH-02-A | MCH-03-A | MCH-04-A | MCH-05-A | MCH-06-A | MCH-07-A | MCH-08-A | MCH-09-A | MCH-10-A | MCH-11-A |
|---|---|---|---|---|---|---|---|---|---|---|---|
| Equipment Requiring Testing or Verification | # of Units | Outdoor Air | Single Zone Unitary | Air Distribution Ducts | Economizer Controls | Demand Controlled Ventilation (DCV) | Supply Fan VAV | Valve Leakage Test | Supply Water Temp. Reset | Hydronic System Variable Flow Control | Automatic Demand Shed Control |
| CU/F1 & CU/F2 | 2 | ☑ | ☑ | ☐ | ☐ | ☐ | ☐ | ☐ | ☐ | ☐ | ☐ |

Add Row Remove Last



STATE OF CALIFORNIA
**MECHANICAL SYSTEMS**
CEC-NRCC-MCH-01-E (Revised 01/16) CALIFORNIA ENERGY COMMISSION

| CERTIFICATE OF COMPLIANCE | NRCC-MCH-01-E |
|---|---|
| Mechanical Systems | Page 3 of 4 |
| Project Name: John Muir Middle School, 1444 Williams St., San Leandro, CA 94577 | Date Prepared: 4/22/2019 |

**C. MECHANICAL HVAC ACCEPTANCE FORMS (check box for required compliance documents)**

**Test Performed By:**

**Designer:**
This compliance document is to be used by the designer and attached to the plans. Listed below are all the acceptance tests for HVAC systems. The designer is required to check the applicable boxes for all acceptance tests that apply and list all equipment that requires an acceptance test. All equipment of the same type that requires a test, list the equipment description and the number of systems.

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**Enforcement Agency:**
Plancheck - The NRCC-MCH-01-E compliance document is not considered a completed document and is not to be accepted by the building department unless the correct boxes are checked.
Inspector - Before occupancy permit is granted all newly installed process systems must be tested to ensure proper operations.

| Test Description | | MCH-12-A | MCH-13-A | MCH-14-A | MCH-15-A | MCH-16-A | MCH-17-A | MCH-18-A |
|---|---|---|---|---|---|---|---|---|
| Equipment Requiring Testing or Verification | # of Units | Fault Detection & Diagnostics for DX Units | Automatic Fault Detection & Diagnostics for Air & Zone | Distributed Energy Storage DX AC Systems | Thermal Energy Storage (TES) Systems | Supply Air Temperature Reset Controls | Condenser Water Reset Controls | ECMS |
| n/a | | ☐ | ☐ | ☐ | ☐ | ☐ | ☐ | ☐ |

Add Row Remove Last



STATE OF CALIFORNIA
**MECHANICAL SYSTEMS**
CEC-NRCC-MCH-01-E (Revised 01/16) CALIFORNIA ENERGY COMMISSION

| CERTIFICATE OF COMPLIANCE | NRCC-MCH-01-E |
|---|---|
| Mechanical Systems | Page 4 of 4 |
| Project Name: John Muir Middle School, 1444 Williams St., San Leandro, CA 94577 | Date Prepared: 4/22/2019 |

**DOCUMENTATION AUTHOR'S DECLARATION STATEMENT**

1. I certify that this Certificate of Compliance documentation is accurate and complete.

| | |
|---|---|
| Documentation Author Name: Roy Johnson | Documentation Author Signature: |
| Company: Mechanical Eng. Design, Ltd. | Signature Date: 4/22/2019 |
| Address: 5752 Ortega Street | CEA/ HERS Certification Identification (if applicable): N/A |
| City/State/Zip: SACRAMENTO, CA 95824 | Phone: 916-456-1760 |

**RESPONSIBLE PERSON'S DECLARATION STATEMENT**

I certify the following under penalty of perjury, under the laws of the State of California:
1. The information provided on this Certificate of Compliance is true and correct.
2. I am eligible under Division 3 of the Business and Professions Code to accept responsibility for the building design or system design identified on this Certificate of Compliance (responsible designer).
3. The energy features and performance specifications, materials, components, and manufactured devices for the building design or system design identified on this Certificate of Compliance conform to the requirements of Title 24, Part 1 and Part 6 of the California Code of Regulations.
4. The building design features or system design features identified on this Certificate of Compliance are consistent with the information provided on other applicable compliance documents, worksheets, calculations, plans and specifications submitted to the enforcement agency for approval with this building permit application.
5. I will ensure that a completed signed copy of this Certificate of Compliance shall be made available with the building permit(s) issued for the building, and made available to the enforcement agency for all applicable inspections. I understand that a completed signed copy of this Certificate of Compliance is required to be included with the documentation the builder provides to the building owner at occupancy.

| | |
|---|---|
| Responsible Designer Name: Roy Johnson | Responsible Designer Signature: |
| Company: Mechanical Eng. Design, Ltd. | Date Signed: 4/22/2019 |
| Address: 5752 Ortega Street | License: 22143 |
| City/State/Zip: SACRAMENTO, CA 95824 | Phone: 916-456-1760 |



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REGISTERED PROFESSIONAL ENGINEER No. 3565 Exp. 12-31-19 MECHANICAL STATE OF CALIFORNIA

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HVAC Mechanical Systems Design
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Tel/Fax (916) 456-1760
E-Mail: roy.j@alumni.berkeley.org

REGISTERED PROFESSIONAL ENGINEER ROY JOHNSON No. 22143 Exp. 12-31-19 MECHANICAL STATE OF CALIFORNIA

REVISIONS

| No. | Date | Description |
|---|---|---|
| 1 | - | - |
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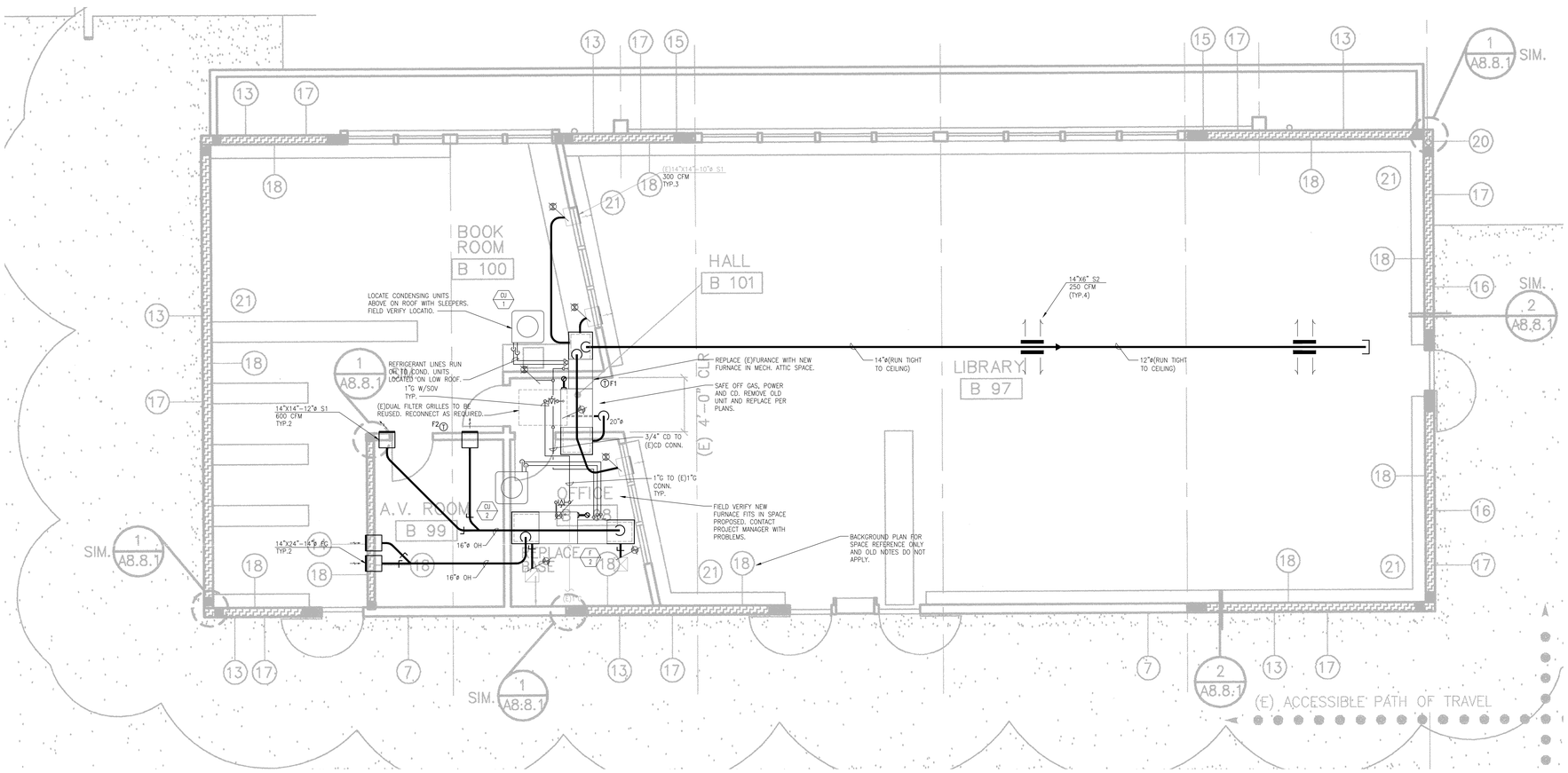
JOHN MUIR MIDDLE SCHOOL LIBRARY RENOVATION
1444 WILLIAMS STREET,
SAN LEANDRO, CA 94577

TITLE 24 DOCUMENTATION

| | |
|---|---|
| JOB# | 22.1253 |
| DRAWN BY | BMF |
| CHECKED BY | RJJ |
| SCALE | AS NOTED |
| DATE | 4-22-19 |
| SHEET | M0.2 |

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Scale: 1/8" = 1'0" - File: G:\Engineering\Current Projects\22.1253 San Leandro Main School (NCW)\BIM\C CAD files\1253 Main Mech.dwg - Plotted: Apr 22, 2019, 1:50p by R Jay Johnson




1 MECHANICAL LIBRARY PLAN
SCALE: 1/4"=1'-0"


Ray Kwan Engineering
931 Shore Breeze Drive
Sacramento, CA 95831
Office: (916) 427-3982
Cellular(916) 715-0203
E-mail: RAYKWAN_ENG@YAHOO.COM


REGISTERED PROFESSIONAL ENGINEER
No. 3565
Exp. 12-31-19
STRUCTURAL
STATE OF CALIFORNIA


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HVAC Mechanical Systems Design
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E-Mail roy.j@alum.calberkeley.org


REGISTERED PROFESSIONAL ENGINEER
JAMES J. JERNIGAN
No. 22143
Exp. 12-31-19
MECHANICAL
STATE OF CALIFORNIA

REVISIONS

| No. | Date | Description |
|---|---|---|
| 1 | - | - |
| | | |
| | | |

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1444 WILLIAMS STREET,
SAN LEANDRO, CA 94577

MECHANICAL PLAN

SITE KEY

| | |
|---|---|
| JOB# | 22.1253 |
| DRAWN BY | BMF |
| CHECKED BY | RJJ |
| SCALE | 1/4"=1'0" |
| DATE | 4-22-19 |
| SHEET | M1.1 |


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## 3.0 NET TERMS

**Pricing: $83,396**

Progress payments. Final invoice due 30 days after completion and owner acceptance. This proposal is subject to a mutually agreeable work schedule and is valid for 30 days. Please see attached "General Terms and Conditions"

| Payment Schedule | |
|---|---|
| Percentage of Payment Due | Project Milestone |
| 10%<br>40% | Agreement Commencement<br>Material Ordering |
| 50% | Progress Payments |

Please call me at (916) 870-8915 with any questions, and we would be honored to once again serve the San Leandro Unified School District.

Sincerely,

Christopher Bristow

Chris Bristow, P.E., CEM
Indoor Environmental Services

**ACCEPTANCE**

Title: _____ P.O. _____

Approved By: _____ Date: _____

***TERMS OF SERVICE - INDOOR ENVIRONMENTAL SERVICES GENERAL TERMS AND CONDITIONS***

*These General Terms and Conditions ("Terms") are incorporated into and are made a part of a work authorization, proposal, or contract (the "Contract") between Famand, Inc., a California corporation, dba Indoor Environmental Services ("IES") and the customer identified in the Contract (the "Customer"). Each of IES and the Customer, and each of their successors-in-interest, are sometimes individually referred to as a "Party" and collectively as the "Parties." IES has agreed to provide the labor (the "Services") and Materials (defined below) (collectively, the "Work") at the location (the "Job Site") for the price (the "Price") specified in the Contract. The Contract, all of its relevant addenda, and these Terms are collectively referred to as the "Agreement".*

*1. Performance of Services. IES will perform the Services in a good and workmanlike manner. IES warrants that the Services will be free from defects in workmanship for a period of one year from the date the Services are first performed. Defects that occur within the one-year warranty period, under normal use and care, will be repaired or replaced at the sole discretion of IES with no charge for the labor.*

*2. Disclaimer of All Warranties. IES does not provide any warranty with respect to any materials, equipment, assemblies, or units (collectively, the "Materials") that IES will provide as part of the Work. All Materials are subject only to manufacturer's or processor's warranties, if any. Except as provided in Section 1 above, IES specifically disclaims all warranties with respect to the Services and Materials, and the Customer is acquiring all Services and Materials from IES as is, without any express or implied warranties, including without limitation, any warranty as to merchantability, fitness for a particular use, title, and infringement.*

*3. Limitation on Liability. In no event shall IES be liable to Customer or any of its shareholders, directors, officers, employees, agents, or to any other third party, whatsoever the nature of the claim, for any amount in excess of the total amount actually paid by Customer to IES under the Contract for the Services, unless it is finally determined that IES was grossly negligent or acted willfully or fraudulently. In no event shall IES be liable for any special, consequential, indirect, exemplary, punitive, lost profits, or similar damages, even if IES has been apprised of the possibility thereof. IES will not be liable for any failure or delay in the performance of its obligations hereunder by reason of any cause which is beyond its reasonable control.*

*4. Insurance. Customer shall continuously provide, at its sole expense, adequate property damage and public liability insurance to cover the scope of all contemplated activities and the value of all Services and Materials involved in the Contract, as well as all reasonable potential claims that may occur during the course of the Work. IES will maintain comparable insurance.*

*5. Change Orders. The scope of the work to be performed under the Contract is limited to the Work specifically described in the Contract. Should additional or different work be required or requested, IES may ask Customer to authorize such additional or different work by signing a change order form. These Terms shall be incorporated into and made a part of any signed change order form authorizing additional or different Work. IES shall have the right to cease performance of additional or different Work if a signed change order authorizing such additional or different work is not obtained from Customer. Notwithstanding the foregoing, the failure of IES to request or require such a change order shall not limit IES's right to receive payment for additional or different Work performed at Customer's request.*

*6. Payment Terms; Penalties for Late Payment. Invoices are due and payable to IES within 30 days of receipt or as otherwise provided in the Contract. If Customer fails to make any payment when due, Customer shall (i) include a 10% late payment fee with its payment (calculated on the amount of the late payment); and (ii) pay interest of one and one- half percent (1.5%) per month on the unpaid balance. Disputes regarding the Work shall not, under any circumstances, be grounds for withholding payment under the terms of the Contract.*

*7. Work Stoppage. IES shall have the right to cease performing the Services if any payment is not made to IES when due. If IES's performance is stopped for a period of thirty (30) days or more for any reason other than IES's breach of the Agreement, IES may, at its option, upon five (5) days written notice to Customer, demand and receive payment for:*

*(i) all Services performed and for Materials ordered or supplied prior to the Work stoppage; and (ii) any other loss sustained due to the Work stoppage, including IES's normal overhead plus its profit margin. Thereafter, IES shall be relieved from any further liability for performance of the Work. If performance of the Services stops for any reason, Customer shall provide for the protection of all Materials on the Job Site and shall be responsible for any damage to or loss of those Materials.*

*8. Remedies in Event of Default by Customer. If Customer defaults in any of its obligations under the Contract, IES shall have the right to recover, as damages, at IES's option, either the reasonable value of Work performed by IES or the balance of the Price plus any other damages sustained as a result of Customer's default. Title to and ownership of all Materials installed by IES is expressly agreed to be and remain in IES until Customer pays IES in full. In the event of default by Customer, in addition to any other legal remedies or processes available, beginning five (5) days after the event giving rise to the default, IES shall have the right to terminate the Contract and enter the Job Site to take possession of and remove its Materials. Such entry may be made by IES without recourse to any legal proceedings for that purpose, without notice to Customer, and without any liability for IES arising therefrom.*

*9. Environmental Conditions. The Services do not include the detection, identification, abatement, encapsulation, or removal of any Hazardous Substance. "Hazardous Substance" is defined herein as any substance, whether solid, liquid, or gas, which is a*

*physical or health hazard when it is inhaled, ingested, or otherwise comes in contact with any person present in the area where it is located and includes, without limitation, asbestos in either friable or nonfriable condition, and excludes any substance IES brings onto the Job Site for purposes of performing the Work. Customer represents and warrants to IES that there is no Hazardous Substance in or under any area of the Job Site wherein the Work is to be performed which has not been fully disclosed to IES in advance of the performance of the Work. In the event IES encounters on the Job Site any Hazardous Substance in the course of performing the Work, IES may immediately discontinue performance of the Work and remove its employees and subcontractors from the Job Site, and IES shall not resume the Work in the affected area until the Hazardous Substance is removed from the Job Site or rendered harmless to IES's sole satisfaction. IES will not be liable for any delay in the completion of the Work due to the presence of any Hazardous Substance at the Job Site. If, in the sole determination of IES, any Hazardous Substance or threat of harm therefrom cannot be removed from the Job Site in a reasonable amount of time, IES may terminate the Contract and IES shall be entitled to those damages set forth in Section 7 hereof. IES shall not be required to perform any work relating to Hazardous Substances unless IES consents to do such work and IES is authorized to do such work by any applicable governmental authority having jurisdiction over such work. Notwithstanding any other provision of the Contract, Customer agrees to defend (with counsel satisfactory to IES), indemnify, and hold harmless IES and its shareholders, directors, officers, employees, and agents from and against any and all liabilities, claims, actions, causes of action, losses, damages, fees, or costs (including without limitation attorneys' fees and court costs) arising out of any claims of Customer, residents, tenants, guests, invitees, or other third parties, which claims are based on or arise out of the presence of any Hazardous Substance at the Job Site. Indemnification and Waiver. Customer agrees, to the fullest extent permitted by law, to defend (with counsel satisfactory to IES), indemnify, and hold harmless IES and its shareholders, directors, officers, employees, and agents from and against any and all liabilities, claims, actions, causes of action, losses, damages, fees, or costs (including without limitation attorneys' fees and court costs) (the "Damages"), arising out of any claims of residents, tenants, guests, employees, invitees, or other third parties caused by Customer or its agents.*

*10. Arbitration of Disputes. In the event of any dispute between the Parties hereto, whether involving a claim in tort, contract, or otherwise, the same shall be submitted to arbitration. Arbitration shall be compulsory and binding and, except as provided herein, shall be conducted and governed by the provisions of the California Arbitration Act, Sections 1280 through 1294.2 of the California Code of Civil Procedure. Within a reasonable period of time after receipt of notice of demand for arbitration, the Parties to the dispute shall each appoint a third party arbitrator and give notice of such appointment to the other. Within a reasonable period of time after the appointment of the third party arbitrators, the two arbitrators so selected shall select a neutral arbitrator and give notice of the selection thereof to the Parties. The arbitrators shall hold a hearing within a reasonable period of time from the date of notice of selection of the neutral arbitrator. The decision of the arbitration panel will be final and conclusive upon both Parties. Venue for the arbitration of disputes shall lie in Sacramento County, California. Either Party is entitled to utilize attachment and mechanic's lien proceedings concurrently with arbitration proceedings and neither Party will be held to have waived the right to arbitrate by virtue of levy of attachment or recording and perfecting a mechanic's lien. The prevailing Party shall be entitled to recover its fees and costs (including reasonable attorneys' fees).*

*11. Miscellaneous. The Agreement constitutes the complete and entire agreement between the Parties with regard to the Work. The Agreement, and any dispute arising from the relationship between the Parties, shall be governed by California law, exclusive of its choice of law provisions. No action or claim of any kind, whether arising in tort, contract, statute or otherwise, arising from or in any way related to this Agreement, or the performance thereof, shall be commenced by any Party against the other more than two (2) years after the earlier of (i) the completion of Work under the Contract; or (ii) the termination of the Contract by either Party. All notices, demands, or other communications given hereunder shall be in writing and shall be sufficiently given if personally delivered or delivered by overnight delivery service or sent by registered or certified mail, first class, postage prepaid, addressed to the respective Parties at the addresses provided in the Contract, or such other address with respect to any Party hereto as such Party may from time to time notify (as provided above) to the other Party hereto. Any such notice, demand, or communication shall be deemed to have been given: (a) if mailed as provided above, as of the close of the third (3rd) business day following the date so mailed; and (b) if personally delivered or sent by overnight delivery, on the date delivered. The terms and conditions of the Agreement that by their nature, sense, or context survive or are intended to survive expiration or termination of the Agreement, including, not by way of limitation, arbitration, indemnification, and limitation of warranty and liability provisions, shall survive the expiration or termination of the Agreement. No provision of the Agreement is intended to confer any benefit upon any third party and no third party shall have the right to enforce any of the provisions of the Agreement. The Agreement shall be interpreted without regard to any presumption against the Party that was responsible for its drafting and in an even-handed manner rather than against the drafting Party. In the case any provision of the Agreement is held invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining portions will not in any way be affected or impaired thereby.*

*12. Termination. Either Party may terminate this Contract for any reason by giving thirty (30) days prior written notice. Work or services completed up to the termination date will be billable. Any fees paid in advance of work completion will be refunded. Any access granted to IES systems, databases, or files will be suspended.*

**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.**