CONTRACT FOR REPAIRS, MAINTENANCE OR SMALL CONSTRUCTION PROJECTS

For

___ REPAIRS, MAINTENANCE OR CONSTRUCTION SERVICES AWARDED PURSUANT TO THE "INFORMAL BIDDING" PROCEDURES OF THE PUBLIC CONTRACT CODE § 22000, ET SEQ. (THE UNIFORM PUBLIC CONSTRUCTION COST ACCOUNTING ACT ("CUPCCAA") OVER $60,000 AND UP TO $200,000

Or

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

THIS CONTRACT is made and entered into this **8th Day of October, 2019** ("Contract"), by and between **The Fixall Co, Inc.** ("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 **Fifty-Seven Thousand Five Hundred Dollars** (**$57,500.00**) ("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 **Barbara Lee Center Emergency Operations Center** ("Premises" or "Site"). The Project is the scope of Work performed at the Site.

4. **Contract Time & Liquidated Damages.** Work shall be completed by November 31st, 2019. [**OR**] Work shall be completed within Nine Days **[SPELL OUT COMPLETION DAYS]** (9 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; $2,000,000 aggregate
Automobile Liability, Any Auto, Combined Single Limit	$1,000,000 per occurrence; $2,000,000 aggregate
Workers Compensation	Statutory limits pursuant to State law
Employers' Liability	$1,000,000
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 Kramer Inc.** ("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	**The Fixall Co, Inc.**
835 E. 14th Street, Suite 200	**37085 Olive St. APT B**
San Leandro, CA 94577	**Newark, CA 94560**
Attn: Aaron Kerrigan, Director of Facility and Operations	**ATTN: Daniel Jun**

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	**The Fixall Co, Inc.**
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: Daniel Jun
   Title: Project Manager

   _____ 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 **Fixall Co, Inc.** (the "Contractor" or the "Bidder") **Barbara Lee Center Emergency Operations Center- Electrical Upgrades**, (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 **Fixall Co, Inc.** (the "Contractor" or "Bidder") **Barbara Lee Center Emergency Operations Center- Electrical Upgrades**, (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")

To provide emergency power for the District's emergency operations center located at the Barbara Lee Center

SEE ATTACHED BID

PLANS

See Attached

WORK SPECIFICATIONS

See Attached

THE FIXALL CO, INC

37085 Olive St. Suite#B, Newark CA 94560 – Phone: (510) 910-7545
Fixallco99@gmail.com · Lic#1033009

SUBMITTALS

San Leandro Unified School District
Barbra Lee Center EOC Electrical Upgrade
2251 Bancroft Ave, San Leandro, CA 94577

Project Architect: RGM & Associates
Project Contractor:
Owner: San Leandro Unified School District
Submitted By: The Fixall Co, Inc
Date: Sept 16, 2019

Total Price: $57,500.00 (Fifty-seven thousand five hundred US dollars)

Daniel Jun
Project Manager
(510) 910-7545

LEGEND

CIRCUITING

A–1 / #12 — HOMERUN CONDUIT AND CONDUCTORS TO PANEL 'A' CIRCUIT 1; SLASH MARKS INDICATE NUMBER OF CONDUCTORS, 2 #12 AWG + 1 #12 GND, UON

CONDUIT CONCEALED IN WALL OR CEILING

CONDUIT CONCEALED IN FLOOR OR UNDERGROUND

ELECTRICAL APPARATUS AND EQUIPMENT

CIRCUIT BREAKER

GROUND TO EARTH

CURRENT TRANSFORMER WITH UTILITY METER & SOCKET

UNDERGROUND TERMINATION POINT

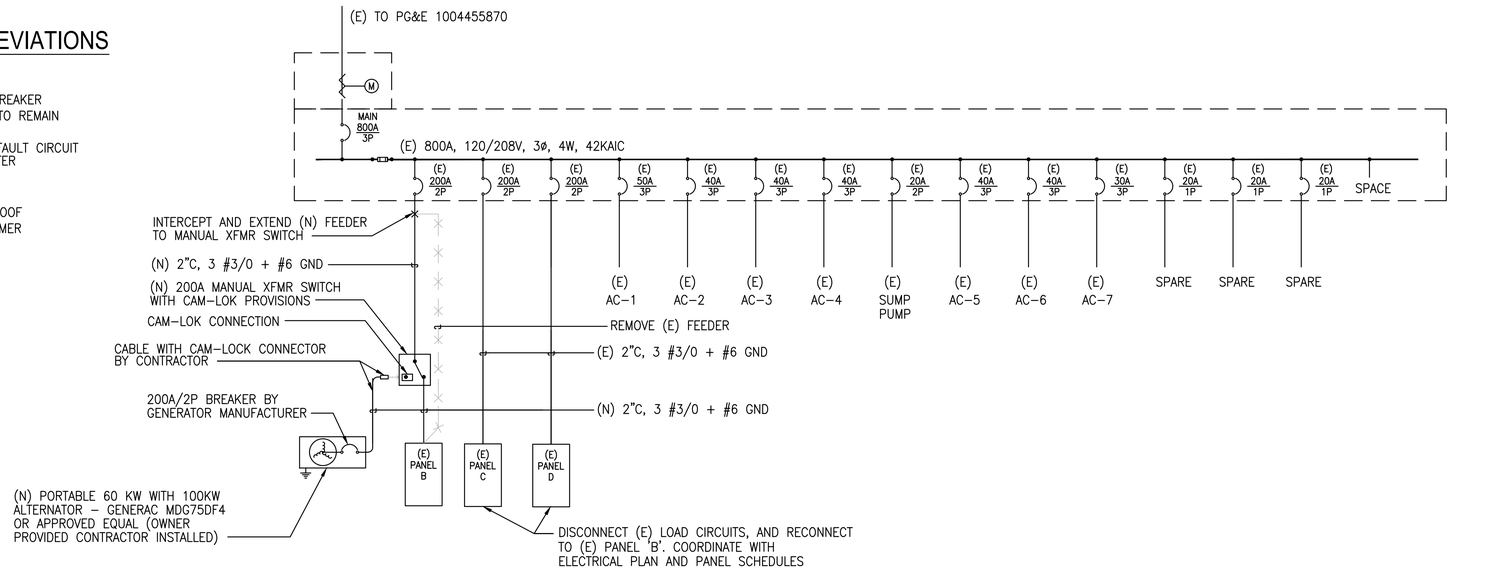
TAGS

1 / E1 — DETAIL TAG
e.g., 1 IS THE DETAIL NUMBER
E1 IS THE SHEET NUMBER

1 — SHEET NOTE TAG

ABBREVIATIONS

A	AMPERE
C	CONDUIT
CB	CIRCUIT BREAKER
(E)	EXISTING TO REMAIN
G, GND	GROUND
GFCI	GROUND FAULT CIRCUIT INTERRUPTER
(N)	NEW
P	POLE
WP	WATER PROOF
XFMR	TRANSFORMER



1 SINGLE LINE DIAGRAM

SCALE:

PANEL SCHEDULE: (E) D — 120/208 VOLTS, 1 PHASE, 3 WIRE — KAIC RATING: (E)
MAIN BREAKER REQ'D: — MAIN LUGS ONLY: X — BUS RATING: 225 AMPS — PANEL TYPE: BOLT–ON — LOCATION: ELEC. RM

DESCRIPTION	PHASE A	PHASE B	AMPS	POLE	CKT		CKT	POLE	AMPS	PHASE A	PHASE B	DESCRIPTION
RCPT – DENTAL RMS	800		20	1	1	X	2	1	20	400		RCPT – IT RM
RCPT – DENTAL RMS		400	20	1	3	X	4	1	20		400	RCPT – IT RM
RCPT – DENTAL RMS	400		20	1	5	X	6	1	20	400		RCPT – IT RM
RCPT – COUNSELING		800	20	1	7	X	8	1	20		500	FACP
RCPT – OFFICE	600		20	1	9	X	10	1	20	800		RCPT – HALLWAY, STOR
RCPT – OFFICE		600	20	1	11	X	12	1	20		400	RCPT – SOILED UTILITY
RCPT – WORK RM	400		20	1	13	X	14	1	20	600		RCPT – CLEAN UTIL. STOR
RCPT – WORK RM		400	20	1	15	X	16	1	20		.	SPARE
RCPT – PATIENT HOLD	800		20	1	17	X	18	1	20	.		
RCPT – HALLWAY, RESTR		800	20	1	19	X	20	1	20		.	
RCPT – RECEPTION	600		20	1	21	X	22	1	20	.		
RCPT – WAITING		800	20	1	23	X	24	1	20		.	
RCPT – EXAM RMS	800		20	1	25	X	26	1	20	.		
RCPT – EXAM RMS		800	20	1	27	X	28	1	20		.	
RCPT – EXAM RMS	800		20	1	29	X	30	1	20	.		
SPARE		.	20	1	31	X	32	1	20		.	
SPARE	.		20	1	33	X	34	1	20	.		
SPARE		.	20	1	35	X	36	1	20		.	
SPARE	.		20	1	37	X	38	1	20	.		
SPARE		.	20	1	39	X	40	1	20		.	
SPARE	.		20	1	41	X	42	1	20	.		
TOTALS	5200	4600								2200	1300	TOTALS

REWIRE LOADS TO PANEL 'B'
FROM: D–16,18,20,22,24,26,28
TO: B–28,30,32,34,36,38,40

TOTAL CONNECTED LOAD: 13300 VA
LONG TIME CONTINUOUS LOAD: 0 X 0.25 = 0 VA
CALCULATED FEEDER LOAD: 13300 VA (64A)

PANEL SCHEDULE: (E) B — 120/208 VOLTS, 1 PHASE, 3 WIRE — KAIC RATING: (E)
MAIN BREAKER REQ'D: — MAIN LUGS ONLY: X — BUS RATING: 225 AMPS — PANEL TYPE: BOLT–ON — LOCATION: ELEC. RM

DESCRIPTION	PHASE A	PHASE B	AMPS	POLE	CKT		CKT	POLE	AMPS	PHASE A	PHASE B	DESCRIPTION
RCPT – EXTERIOR WP GFCI	180		20	1	1	X	2	1	20	200		LTG – HEALTH CENTER
RCPT – BREAK RM		1600	20	1	3	X	4	1	20		1030	LTG – HEALTH CENTER
SITE LIGHTING	1000		20		5	X	6	1	20	1000		LTG – HEALTH CENTER
SITE LIGHTING		1000		2	7	X	8	1	20		1060	LTG – HEALTH CENTER
LIGHT – EXIT, ENTRY	200		20	1	9	X	10	1	20	400		RCPT – OFFICES
LIGHT – EXIT, ENTRY		200	20	1	11	X	12	1	20		990	LTG–WELLNESS CENTER
RCPT – RESTROOM	400		20	1	13	X	14	1	20	1320		LTG–WELLNESS CENTER
RCPT – LOUNGE		400	20	1	15	X	16	1	20		880	LTG–WELLNESS CENTER
RCPT – HALLWAY	800		20	1	17	X	18	1	20	960		LTG–WELLNESS CENTER
RCPT – LOUNGE		800	20	1	19	X	20	1	20		460	LTG–WELLNESS CENTER
RCPT – LOUNGE	800		20	1	21	X	22	1	20	330		LTG–WELLNESS CENTER
RCPT – LOUNGE		800	20	1	23	X	24	1	20		950	LTG–WELLNESS CENTER
RCPT – LOUNGE	800		20	1	25	X	26	1	20	725		LTG–WELLNESS CENTER
RCPT – PRINT AREA		1200	20	1	27	X	28	1	20		600	RCPT – DANCE STUDIO
RCPT – PRINT AREA	1200		20	1	29	X	30	1	20	400		RCPT – DANCE STUDIO
RCPT – STORAGE		1000	20	1	31	X	32	1	20		600	RCPT – RECEPTION
RCPT – OFFICES	400		20	1	*33	X	34	1	20	400		RCPT – RECEPTION
RCPT – OFFICES		800	20	1	*35	X	36	1	20		200	RCPT – CLOSET
RCPT – OFFICES	800		20	1	37	X	38	1	20	600		RCPT – DANCE STUDIO
RCPT – BREAK RM, REF		1000	20	1	39	X	40	1	20		400	RCPT – DANCE STUDIO
RCPT – BREAK RM	400		20	1	41	X	42	1	20	400		RCPT – OFFICES
TOTALS	7600	8000								6735	7170	TOTALS

LOADS FROM PANEL C
FROM: C–18,20
TO: B–3

LOADS FROM PANEL C
FROM: C–1,3,5,7,9,11,13 & 15,17,19,21
TO: B–13,15,17,19,21,23,25 & 27,29

LOADS FROM PANEL C
FROM: C–2,4,6 & 8,10,12
TO: B–31,33 & 35,37

LOADS FROM PANEL C
FROM: C–22,24
TO: C–39,41

LOADS FROM PANEL C
FROM: C–14
TO: B–10

LOADS FROM PANEL D
FROM: D–16,18,20,22,24,26,28
TO: B–28,30,32,34,36,38,40

LOADS FROM PANEL C
FROM: C–16
TO: B–42

TOTAL CONNECTED LOAD: 29505 VA
LONG TIME CONTINUOUS LOAD: 12305 X 0.25 = 3076 VA
CALCULATED FEEDER LOAD: 32581 VA (156A)
(126A ON HEAVIEST LEG)

*SWITCH (1) 50A/2P BREAKER WITH (2) 20A/1P BREAKERS BETWEEN PANEL 'B & PANEL 'C'

PANEL SCHEDULE: (E) C — 120/208 VOLTS, 1 PHASE, 3 WIRE — KAIC RATING: (E)
MAIN BREAKER REQ'D: — MAIN LUGS ONLY: X — BUS RATING: 225 AMPS — PANEL TYPE: BOLT–ON — LOCATION: ELEC. RM

DESCRIPTION	PHASE A	PHASE B	AMPS	POLE	CKT		CKT	POLE	AMPS	PHASE A	PHASE B	DESCRIPTION
SPARE	.		*50		1	X	2	1	20	.		SPARE
		.		2	3	X	4	1	20		.	
	.		20	1	5	X	6	1	20	.		
		.	20	1	7	X	8	1	20		.	
	.		20	1	9	X	10	1	20	.		
		.	20	1	11	X	12	1	20		.	
	.		20	1	13	X	14	1	20	.		
		.	20	1	15	X	16	1	20		.	
	.		20	1	17	X	18	1	20	600		SITE LIGHTING
		.	20	1	19	X	20	1	20		800	SITE LIGHTING
	.		20	1	21	X	22	1	20	.		SPARE
SPARE		.	20	1	23	X	24	1	20		.	SPARE
SPARE	.		20	1	25	X	26	1	20	400		FIRE DAMPER
SPARE		.	20	1	27	X	28	1	20		.	SPARE
SPACE	.				29	X	30	1	20	.		SPARE
SPACE		.			31	X	32	1	20		200	FIRE/SMOKE DAMPERS
SPARE	.		20	1	33	X	34	1	20	200		FAN COIL UNIT FC–1
SPARE		.	20	1	35	X	36	1	20		1200	CU–1
SPARE	.		20	1	37	X	38	1	20	800		EF–1
SPACE		.			39	X	40	1	20		680	EF–2
SPACE	.				41	X	42	1	20	400		RCPT – ROOF
TOTALS	.	.								2400	2680	TOTALS

REWIRE LOADS TO PANEL 'B'
FROM: C–1,3,5,7,9,11,13 & 15,17,19,21
TO: B–13,15,17,19,21,23,25 & 27,29

REWIRE LOADS TO PANEL 'B'
FROM: C–2,4,6,8,10,12,14,16
TO: B–31,33,35,37,39,41,10,42

LOADS FROM PANEL 'B'
FROM: C–1,3
TO: C–18,20

REWIRE LOADS TO PANEL 'B'
FROM: C–22,24
TO: C–39,41

TOTAL CONNECTED LOAD: 6480 VA
LONG TIME CONTINUOUS LOAD: 1400 X 0.25 = 350 VA
CALCULATED FEEDER LOAD: 6830 VA (32A)

*SWITCH (2) 20A/1P BREAKERS WITH (1) 50A/2P BREAKER BETWEEN PANEL 'C & PANEL 'B'

PROJECT TITLE:

SAN LEANDRO HEALTH AND WELLNESS CENTER

ELECTRICAL ENGINEER:

ZEIGER ENGINEERS, INC.
ELECTRICAL CONSULTANTS
478 3RD STREET
OAKLAND, CA 94607
TEL (510) 452–9391

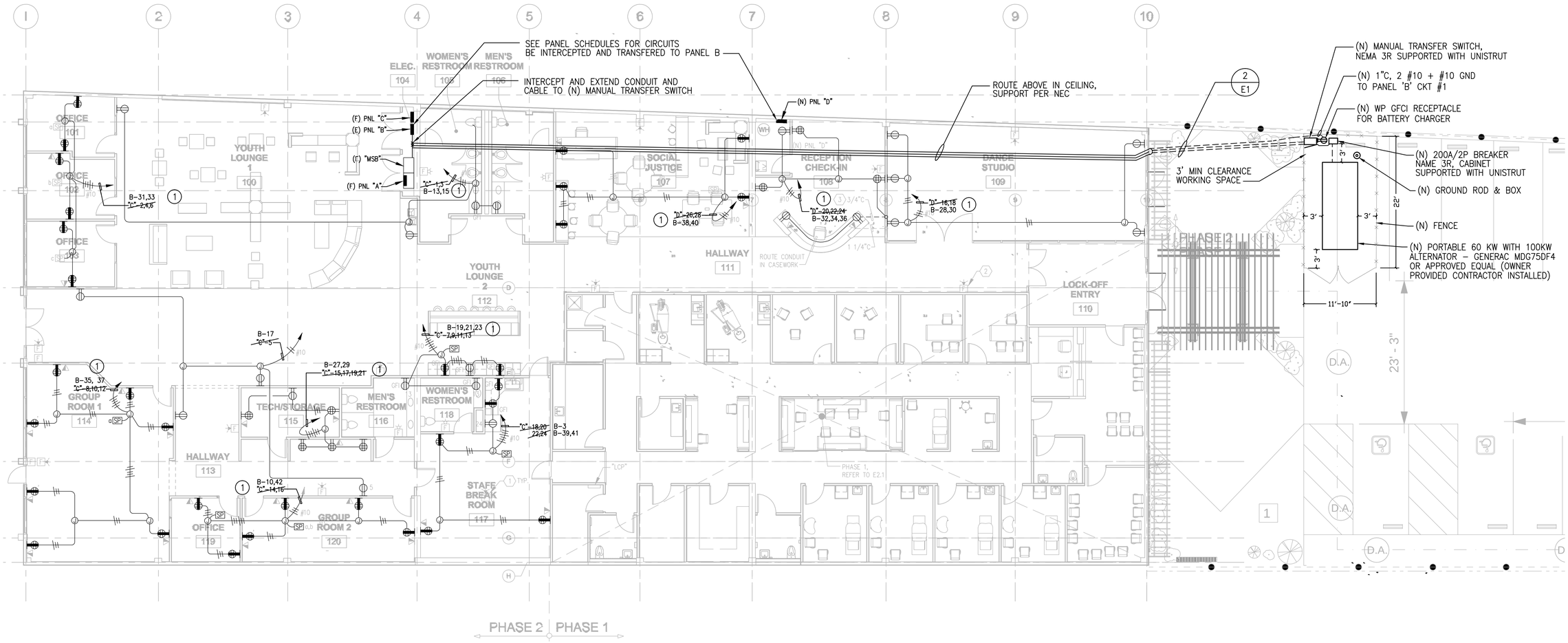
REGISTERED PROFESSIONAL ENGINEER — Dana Tune Louie — NO. E9648 — EXP. 9/30/20 — Electrical — STATE OF CALIFORNIA

DATE ISSUED:

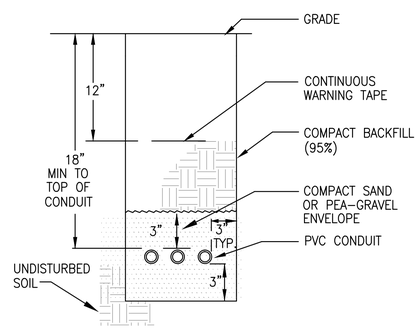
06/17/2019	PROGRESS

LEGEND, SINGLE-LINE DIAGRAM, AND PANEL SCHEDULES

E-1



1 ELECTRICAL PLAN
SCALE: 1/8"=1'-0"



2 TRENCH DETAIL
SCALE: NONE

SHEET NOTES:

1. DISCONNECT (E) CIRCUITS AND RECONNECT TO PANEL 'B'

PROJECT TITLE:

SAN LEANDRO HEALTH AND WELLNESS CENTER

ELECTRICAL ENGINEER:

ZEIGER ENGINEERS, INC.
ELECTRICAL CONSULTANTS
478 3RD STREET
OAKLAND, CA 94607
TEL (510) 452-9391

REGISTERED PROFESSIONAL ENGINEER
Danny Tune Louie
NO. E9648
EXP. 9/30/20
Electrical
STATE OF CALIFORNIA

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06/17/2019	PROGRESS

ELECTRICAL PLAN

E-2

SECTION 26 00 00
GENERAL ELECTRICAL REQUIREMENTS

PART 1 - GENERAL

1.01 DESCRIPTION

A. General: Furnish all labor, materials, apparatus, tools, equipment, transportation, temporary construction and special or occasional services as required to make a complete working electrical installation, as shown on the drawings or described in these specifications.

B. Work Included:
1. Panels and overcurrent devices
2. Branch circuit wiring
3. Grounding and bonding
4. Underground raceways, concrete, grounding and site pullboxes/handholes
5. Site work, trenching, backfill and compaction
6. Modifications to existing panels and enclosures
7. Demolition and removals
8. Testing

2.

1.02 REFERENCES

A. Specific: The following publications or editions of the documents current at the time a project is on-going shall apply:
1. National Electrical Code
2. California Building Code
3. California Code of Regulations, Titles 24
4. San Leandro Unified School District Standards

B. General: Equipment and materials specified under this Division shall conform to the following standards where applicable.
1. UL, Underwriters' Laboratories
2. ASTM, American Society for Testing Materials
3. CBM, Certified Ballast Manufacturers
4. ANSI, American National Standards Institute

1.03 DRAWINGS

A. Layout: General layout shown on the drawings shall be followed except where other work may conflict with the Drawings.

B. Accuracy:
1. Drawings for the work under this Section are diagrammatic.
2. Contractor shall verify lines, levels and dimensions shown on the Drawings and

shall be responsible for the accuracy of the setting out of work and for its strict conformance with existing conditions at the site.

1.04 SUBSTITUTIONS

A. General: Refer to Division - 1 for substitution requirements.

1.05 SUBMITTALS

A. General: Refer to Division - 1 for submittal requirements.

1.06 PRODUCT DELIVERY, STORAGE AND HANDLING

A. Equipment and materials shall be properly stored and adequately protected and carefully handled to prevent damage before and during installation. Equipment and materials shall be handled, stored, and protected in accordance with the manufacturer's recommendations and as approved by the **District**. Electrical conduit shall be stored to provide protection from the weather and accidental damage. Plastic conduit shall be stored on even supports and in locations not subject to direct sun's rays or excessive heat. Cables shall be sealed, stored and handled carefully to avoid damage to the outer covering or insulation and damage from moisture and weather. Damaged or defective items, in the opinion of the **District**, shall be replaced with new items at no cost to the **District.**

1.08 PERMITS AND FEES

A. Provide and pay for all permits, licenses and fees required to carry on and to complete the work.

PART 2 - PRODUCTS (Not applicable)

PART 3 - EXECUTION

3.01 TESTS

A. Tests shall be conducted during the construction period and at completion to determine conformity with applicable Codes and with these Specifications. Tests shall be performed in the presence of the **District**, and shall include, but are not limited to, the following:

1. Insulation Resistance: Perform 1000-volt D.C. tests for one minute on all 480 volt feeder conductors, including the neutral, and make a typed record of all readings to be included in the maintenance instructions. Repair or replace circuits showing less than 40 megohms resistance to ground. Make tests using Biddle Insulation Resistance Megger, or equal.
2. Ground Resistance: Test ground resistance per IEEE Standard No. 81.
3. Circuits Continuity: Test all feeder and branch for continuity. Test all neutrals for improper grounds.
4. Equipment Operations: Test lighting circuits for correct operation through their control devices.
5. Lighting Control Circuits: Perform operation tests for all lighting circuits.
6. Product Failure: Any product which fails during the tests or are ruled unsatisfactory by the District shall be replaced, repaired, or corrected as pre-

scribed by the **District** at the expense of the Contractor. Tests shall be performed after repairs, replacements or corrections until satisfactory performance is demonstrated.

7. Physical Inspection of Electrical Equipment and Cables: Inspection shall be made of all equipment to insure proper assembly and construction.

3.02 INSTRUCTIONS AND MANUALS

A. Contractor shall at the time of completion, allot an adequate period for instruction of **District's** operations and maintenance personnel in the use of the lighting systems. All personnel shall be instructed at one time.

B. Contractor making all necessary arrangements with manufacturer's representatives. The equipment manufacturer shall provide product literature and application guides for the **District's** reference.

3.03 PROJECT RECORD DOCUMENTS (AS-BUILT)

A. Provide Project Record Drawings and Specifications as required by other Sections of the Specifications and as required herein. Such drawings shall fully represent installed conditions including actual location of outlets, correct conduit and wire sizing as well as routing, revised fixture scheduling listing the manufacturer and products actually installed.

B. All changes to drawings shall be clearly marked on plans and submitted to District. District shall make final record drawings.

3.04 WORKMANSHIP

A. Preparation, handling and installation shall be in accordance with Manufacturer's written instructions and technical data particular to the product specified and/or approved except as otherwise specified. Coordinate work and cooperate with others in furnishing and placing this work. Work to approved shop drawings for work by others and to field measurements as necessary to properly fit the work.

B. Conform to the National Electrical Contractor's Association Standard of Installation for general installation practice.

3.05 PROTECTION

A. Keep conduits, junction boxes, outlet boxes, and other openings closed to prevent entry of foreign matter. Cover fixtures, equipment and apparatus and protect against contamination or damage from dirt, paint, water, chemical or mechanical means, before and during construction period. Restore to original condition any fixture, apparatus, or equipment damaged prior to final acceptance, including restoration of damaged shop coats of paints, before final acceptance. Protect bright finished surfaces and similar items until in service. No rust or damage will be permitted.

3.07 SPECIAL TOOLS

A. All special tools for proper operation and maintenance of the equipment provided under

this section shall be delivered to the District.

3.08 CUTTING AND PATCHING

A. Install all required sleeves, forms and insets before walls or partitions are built. Cutting and patching of walls, partitions, ceilings and floor necessary for reception of work, cause by failure to provide or properly located sleeves, forms and inserts, incorrect location of work or failure to cooperate with the other trades, shall be done at expense of trade responsible.

B. No cutting of finished or structural work may be done without acceptance. When necessary to have finished material or structural work cut, finish necessary drawings to trade whose materials are out to be cut.

3.09 CLEARANCES

A. Provide working clearances in front of, in back of, and to sides for all electrical equipment as required by National Electrical Code Article 110.

END OF SECTION

SECTION 26 05 00
BASIC MATERIALS AND METHODS

PART 1 - GENERAL

1.01 DESCRIPTION

A. Work specified in this section encompasses products, assemblies and basic installation methods required for electrical project systems specified under this Division.

B. Work Included:
1. Conduits and fittings
2. Wire and cables
3. Wire connections and devices
4. Outlet boxes
5. Pull and junction boxes
6. Overcurrent protective devices
7. Handholes and spliceboxes
8. Ground rods

B. Related Work:
1. Section 26 00 00 - General Electrical Requirements
2. Section 33 71 00 - Electrical Site Work

1.03 SUBMITTALS

A. Submit in conformance with the requirements of Section 26 00 00 the following items:
1. Conductors and cables
2. Receptacle and outlet boxes
3. Overcurrent protective devices
4. Raceways
5. Handholes and spliceboxes
6. Ground rods and fittings
7. Disconnect Switches and enclosures
8. Manual Transfer Switch

PART 2 - PRODUCTS

2.01 CONDUIT AND FITTING

A. Rigid Steel Conduit
1. Conduit, rigid steel: full weight, threaded, hot-dip galvanized, inside enameled, conforming to ANSI C80.1
2. Three-piece couplings: electroplated, cast malleable iron. Efcor 165 series, O.Z./Gedney 4-50 series, or equal
3. Threadless couplings: electroplated, cast malleable iron, with integral conduit stop, Efcor 1760, or equal.
4. Threadless connectors: electroplated, cast malleable iron, on threaded male hub plastic insulated throat rated 90 degrees C minimum. Efcor 1750B series, O.Z./Gedney 31-050 1T series, or equal.

5. Insulated bushings: threaded polypropylene or thermosetting phenolic rated 150 degrees C minimum.
6. Insulated grounding bushings: threaded cast malleable iron body with insulated throat and steel, "lay-in" ground lug with compression screw. O.Z./Gedney BLG series, Thomas & Betts 3870 series, or equal.
7. Insulated metallic bushings: threaded cast malleable iron body with plastic insulated throat rated 105 degrees C.: O.Z./Gedney Type B, Thomas & Betts 1222 series, or equal.

B. Electrical Metallic Tubing (EMT)
1. Conduit: Shall be formed of cold rolled strip steel, electrical resistance welded continuously along the longitudinal seam and hot-dip galvanized after fabrication. Conduit shall conform to ANSI C80.3 specifications and shall meet UL requirements.
2. Couplings: Electroplated, cast malleable iron, gland compression type, UL listed rain and concrete tight through 1-1/4 inch trade size: O.Z./Gedney 6050W series, Efcor 760 series, or equal. Set-screw type couplings may be used in dry locations: O.Z./Gedney 5050 series, or equal.
3. Connectors: Gland compression type with cast malleable iron body with male hub and insulated plastic throat 150 degrees C temperature rated: O.Z./Gedney 4050 series, or equal.

C. Flexible Metallic Conduit
1. Conduit: Shall be fabricated in continuous lengths from galvanized steel strip, spirally wound and formed to provide an interlocking design.
2. Fittings: Connectors shall be made of the screw clamp with cast malleable iron bodies and threaded male hubs with insulated throats.

D. Liquid Tight Flexible Metallic Conduit
1. Conduit: Anaconda Type U.A., Coleman Type Uxt1, or equal.
2. Fittings: Connector body and gland nut shall be of cadmium plated cast malleable iron, with insulated throat, T & B 5331 series, O.Z./Gedney 4Q-38-1T series, or equal.

E. Rigid Non-Metallic Polyvinylchloride Conduit: Use not allowed.

F. Non-Metallic Polyethylene Plastic Conduit (HDPE)
1. Schedule 40 and 80 High Density Polyethylene, per ASTM D 2447, conforming to NEMA TC 3.
2. All fittings solvent welded.
3. As manufactured by Wesflex Pipe Manufacturing, or equal.

F. Minimum acceptable conduit size: 3/4 inch.

2.02 WIRE AND CABLE

A. General
1. Acceptable manufacturers: Southwire, Triangle, PWC Inc., or equal.
2. Conductor material: All wire and cable shall be insulated copper for all wire sizes.
3. Insulation: Insulation shall be THWN-THHN for wire sizes through size 1/0

AWG. For larger wire sizes insulation shall may be THWN, XHHW, THW or as required to suit application.

4. Fixture wire: Type AF.
5. Minimum conductor size:
   Power and lighting branch circuits: #12 AWG
6. Color coding: System conductors shall be identified as to phase connections by means of color impregnated insulation or approved colored marking tapes as follows:

VOLTAGE	A PH.	B PH.	C PH.	NEUTRAL	GRD.
208V/120	Black	Red	Blue	White	Green
480V/277	Orange	Purple	Brown	White	Green

2.04 OUTLET BOXES AND COVERS

A. Standard Outlet Boxes: Galvanized, one-piece, drawn steel, knock-out type box of size and configuration best suited to the application indicated on the plans. Minimum box size, 4 inches square by 1-1/2 inch deep.

B. Cast Outlet Boxes: Cast aluminum or malleable iron, gasketed covers, threaded openings or hubs. Type FS, shallow, or FD, deep, as required to suit application. As manufactured by Crouse-Hinds, Appleton, Killark or equal.

2.05 SWITCHES AND RECEPTACLES

A. General: All general purpose 20 ampere, 125-250 volt receptacles and 120-277 volt switches shall conform to NEMA WD-1 and applicable UL tests.

B. Receptacles:
   1. Ground fault circuit interrupter receptacle: NEMA Type 5-20R, class A: Leviton #8599, or equal.
   2. Duplex receptacles: NEMA Type 5-20R, heavy-duty specification grade, Leviton #5243 or equal.

C. Switches: Twenty ampere, 120-277 volts, fast make-slow break, quiet type switch with silver cadmium alloy contacts, binding head terminal screws.
   1. Single pole, single-throw, Leviton #1221, or equal.
   2. Control Switches: As manufactured by Square D, or equal.

2.06 DEVICE PLATES

A. Outdoor, Weatherproof: Die cast aluminum construction, corrosion resistant, heavy duty, hinged cover flap, with padlocking tab, and gasket, Leviton #6190 series, or equal, single or two gang as required, on FS/FD box.

B. Indoor: Galvanized sheet metal.

2.07 DISCONNECT SWITCHES

A. Switch Interior: Dead-front construction with hinged arc suppressor and switchblades that are fully visible in the "OFF" position and with door open.

B. Switch Mechanism: Quick-make and quick-break operating handle and mechanism with dual cover interlock to prevent unauthorized opening of the switch door in the "ON" position or closing the switch mechanism while the door is open.

C. Ratings: Switches shall be horsepower rated for the operating voltage with fused or non-fused arrangements as shown on the drawings.

D. Enclosures: NEMA 1, code gauge sheet steel with hinged cover, or NEMA 3R as shown on Drawings, and as required by application.

2.08 PROTECTIVE DEVICES

A. Circuit Breakers: Molded case, bolt-on, thermal magnetic type, 40 degrees C. ambient temperature compensated, fixed mounting, with quick-make, quick-break switch mechanism mechanically trip-free from the operating handle, conforming to applicable UL requirements.

B. Ratings: Refer to drawings and panel schedules for trip frame and poles required. Minimum short circuit rating for 120/240 volts breakers is 10,000 AIC if not indicated otherwise.

2.09 ELECTRICAL SUPPORTING DEVICES

A. Concrete Fasteners: Powder-driven concrete pin fasteners, low velocity type. As manufactured by Remington, Ramset, or equal.

B. Conduit Straps: Hot-dip galvanized, cast malleable iron, one hole type strap with cast clamp-backs and spacers as required. As manufactured by O.Z./Gedney #14-50G strap and #141G spacer; Efcor #231 strap and #131 spacer, or equal.

C. Construction Channel: 1-1/2 inch by 1-1/2 inch 12 gauge galvanized steel channel with 17/32 inch diameter bolt holes, 1-1/2 inches on center, in the base of the channel. As manufactured by Kindorf 905 series, Unistrut P-1000-HS, or equal.

D. Fasteners (General): Wood screws for fastening to wood; machine screws for fastening to steel; toggle bolts for fastening to hollow concrete board, gypsum board or plaster walls; and expansion anchors for attachments to pre-poured concrete.

2.10 IDENTIFYING DEVICES

A. Panelboard Directories: Shall be typewritten, arranged in numerical order and show the number of the circuit its description.

B. Wire & Terminal Markers: Self-adhering, pre-printed vinyl with self-laminating wraparound strips. As manufactured by Brady B191 series; Thomas & Betts WSl series, or equal.

2.11 CONCRETE HANDHOLES & SPLICE BOXES

A. Reinforced concrete boxes shall be as manufactured by Christy, Carson, ComBox, Utility

Vault or approved equal.

B. Handholes and splice boxes shall be constructed of reinforced concrete, complete with basic bodies, risers and covers. Provide driven-ground rods in all handholes and spliceboxes used for power or signal. Covers shall be reinforced concrete where located in non-traffic areas. In grass play fields, and in pathways use checker plate steel covers with hold down bolts. In areas subject to normal vehicle traffic, boxes shall be full-traffic rated H-20, with steel covers.

A. All covers shall be marked “electric” for lighting/power circuits.

2.12 MANUAL TRANSFER SWITCH

A. Nema 3R enclosed three pole manual transfer switch with camloks as noted on the drawings.

B. Acceptable manufacturers: General Electric, Square D, Eaton, or approved equal.

2.13 GROUND ROD

A. ¾ inch x 8’0” copper ground rod

PART 3 - EXECUTION

3.01 CONDUIT AND RACEWAY APPLICATIONS

A. Rigid Steel Conduit: For all exposed conduit exposed to mechanical damage, and underground, with corrosion resisting tape wrapping.

B. Electrical Metallic Tubing (EMT): Interior branch circuits where run concealed above suspended ceiling, in stud walls, furred spaces, and where not exposed to mechanical damage, or above 6' from floor.

C. Flexible Metallic Conduit: In dry locations for connection from adjacent boxes to transformers, and vibrating equipment.

D. Liquid-Tight Flexible Metallic Conduit: For connections in damp and wet locations to pump motors, solenoid valves, HVAC equipment and similar devices, shall be made using liquid-tight flexible metallic conduit. Provide separate ground wire independent of conduit, run inside conduit and bonded at both ends to enclosures.

E. Rigid PVC Conduits: Schedule 40 & 80 PVC may be used underground only, with 3" sand under and 6" sand over when serving lighting circuits and power secondary circuits.

3.02 CONDUIT INSTALLATION

A. General
   1. Conduit system shall be concealed unless exposed work is clearly indicated on the Drawings.
   2. Conduits shall be tightly covered and well protected during construction using

metallic bushings and bushing "pennies" to seal open ends.

3. In all empty conduits or ducts, install a 200-pound tensile strength polyethylene pulling rope.
4. Conduit systems shall be electrically continuous throughout. Install code size, insulated, copper, green grounding conductor in all conduit runs indicated, or required by code, or as indicated on Drawings.

B. Layout

1. Locations of conduit runs shall be planned in advance of the installation and coordinated with the paving, drainage and site work in the same areas.
2. Conduits shall not be placed closer than 12 inches from a parallel water line, or 6 inches from such lines crossing perpendicular to the runs.

C. Supports

1. All raceway systems shall be secured to the building structures using specified fasteners, clamps and hangers spaced according to code requirements.
2. Support single runs of conduit using one-hole pipe straps. Where run horizontally on walls in damp or wet location, install "clamp backs" to space conduit off the surface.

D. Termination and Joints

1. Raceways shall be joined using specified coupling or transition couplings where dissimilar raceway systems are joined.
2. Conduits shall be securely fastened to cabinets, boxes and gutters using two-locknuts and an insulating bushing or specified insulated connectors. Install grounding bushings or bonding jumpers on all conduits terminating at concentric knockouts.
3. Conduit terminations exposed at weatherproof enclosures and cast outlet boxes shall be made watertight using specified connectors and hubs.

3.03 CABLE AND WIRE INSTALLATION

A. General

1. Conductors shall not be installed in conduit until all work of any nature that causes injury is completed. Care shall be taken in pulling conductors that insulation is not damaged. UL approved non-petroleum base and insulating type pulling compound shall be used as needed.
2. All cables shall be installed and tested in accordance with Manufacturer's requirements and warranty.

B. Splicing and Terminating

1. All aspects of splicing and terminating shall be in accordance with cable manufacturers published procedures.
2. Make up all splices in outlet boxes with connectors as specified herein with separate tails of correct color to be made up to splice. Provide at least six (6) inches of tails packed in box after splice is made up.
3. All wire and cable in panels, terminal cabinets and equipment enclosures shall be bundled and clamped.

3.04 CONCRETE PULLBOXES

A. Pullboxes of the size and type specified shall be installed at the locations shown on the plans. Additional pullboxes required for construction and not shown on the plans shall be installed by the Contractor at the direction of the Architect.

B. Top of pullboxes shall be set flush with surrounding finish grade, or flush in pavement. Where pullboxes are installed in embankments, top of box shall conform to slope.

END OF SECTION

SECTION 33 71 00
ELECTRICAL SITE WORK

PART 1 - GENERAL

1.01 DESCRIPTION

A. Work Included
   1. Furnishing, installing and connecting of conduits, conductors, fittings and accessories.
   2. Trenching, directional boring, excavation, and backfilling for all underground conduits and ducts, spliceboxes, pull boxes and hand holes.
   3. Concrete work for conduit or duct encasement.
   4. Pavement, surfacing, and landscaping repairs.

1.02 RELATED SECTIONS

A. Section 26 00 00 - General Electrical
B. Section 26 05 00 – Basic Materials and Methods
C. Technical Requirements

1.03 SEPARATION FROM OTHER SERVICES

A. Separate conduit runs not less than one foot horizontally and one six inches vertically from gas, water sewer and drainage lines.

1.04 STANDARD PRACTICES

A. Installation of ducts and conduits shall be in accordance with latest edition of the NEC and State of California G.O. 128

PART 2 - PRODUCTS (Refer to Section 26 05 00)

PART 3 - EXECUTION

3.01 EXCAVATION

A. Excavations shall be open vertical construction of sufficient width to provide free working space around the work and to provide sufficient space for backfill and tamping.

B. Provide safety shoring, bracing or bulk-heading to support excavations and maintain warning signs and barricades. Provide suitable temporary steel covers over excavations crossing roadways or walks.

C. Excavate all trenches so that minimum coverage above conduit or duct to finish grade is not less than 24", unless otherwise specified or shown on Drawings, or included in the technical requirements section

D. For non-metallic conduits or ducts not encased in concrete, excavate trench 3" below the required grade. Place 3" bed of sand properly compacted and graded to provide uniform bearing surface for conduits or ducts, unless otherwise specified or shown on Drawings,

or included in the technical requirements section.

E. Excavate adjacent to existing trees by hand to avoid injury to trees and tree roots. Protect all roots 2" and larger in diameter with heavy burlap. Hand trim roots smaller than 2" diameter. Seal all cuts through roots 1" and larger with tree trimmer's asphaltic emulsion. If trenches remain open more than 24 hours shade side of trench adjacent to tree with burlap and keep damp. Stockpiling of any materials within drip line of trees is prohibited.

F. Keep excavations free of water.

3.02 BACKFILLING

A. Cover non-metallic conduits and ducts not encased in concrete with a minimum 3" layer of sand. Compact the sand backfill per specifications.

B. Except where sand or select fill is required as specified above and except under paved areas, walks or roads, use backfill of suitable excavated material with a 2" maximum rocks or clods. If excavated material is unsuitable or inadequate for the backfill as specified, furnish and import additional suitable materials to complete the work.

C. Compact the fill by adding backfill material in 8" maximum layers and tamping by hand or machine. Do not machine-tamp first backfill layer over non-metallic conduits or ducts not concrete encased.

D. Remove shoring as backfill is placed. Remove from property surplus material remaining after backfilling, or place as directed by District’s Representative.

E. Place WARNING-ELECTRIC marker strip the continuous length of trench, down 12" from finish grade. Strips shall be installed over all conduits

F. Replace existing road, walkway, pavement, or similar surfaces, to match existing work, and as indicated on Drawings.

G. Bring to grade any subsidence occurring during the Guarantee Period by adding surfacing materials of the like kind.

3.03 SPLICEBOXES, PULLBOXES AND HANDHOLES

A. In spliceboxes, place duct and conduit entries using knockout panels provided. Pour concrete around conduits to anchor them in place.

B. Provide End Bells at all PVC conduit or duct entrances where indicated on drawings.

C. Install boxes and handholes flush with grade or pavement. In pavement use boxes with covers that are traffic-rated. In landscape areas use reinforced concrete covers. All covers shall be marked "Electric", or as required to suit.

D. Handholes shall have as a minimum one base section and one 12" riser, set on a minimum 6" bedding of pea-gravel.

3.04 RACEWAYS

A. Install duct and conduit runs straight and true between vaults and spliceboxes. Do not use bends except where shown on plans. For alignment curves, use not more than 5 - degrees segments for each standard straight length.

B. Begin to fan out ducts from standard separation to splicebox, handhole or vault entrance at least 30' from entrance, using gradual alignment changes at coupling of each straight section.

C. Slope duct runs 6" minimum per 100 feet to avoid possibility of pockets that could accumulate water. Double-slope grading of ducts from midpoint of run is permitted.

D. Stagger duct joints 6" vertically and horizontally. Anchor ducts to prevent floating during pouring of concrete.

E. Make bend radius to centerline of all conduits not less than 10 times nominal diameter of conduit.

F. Rod all underground raceways with approved flexible mandrels and brushes to remove all obstructions and to prove that raceways are clear and usable.

G. Furnish and install pull lines in all empty raceways. Pull line shall be continuous from splicebox to splicebox, handhole or vault, with 24" of slack left at each termination.

END OF SECTION

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.