

ALAMEDA UNIFIED SCHOOL DISTRICT
STANDARD AGREEMENT

THIS AGREEMENT, made and entered into this 11th day of December, 20¹⁸ in the State of California, County of Alameda, by and between the **Alameda Unified School District**, hereafter referred to as District, and Apodaca Mechanical & Consulting hereafter referred to as Contractor.

WITNESSETH: That Contractor for and in consideration of the covenants, conditions, agreements and stipulations of District hereinafter expressed, does hereby agree to furnish to District services and/or materials, as follows:

Scope of work:

Various Sites: Encinal High, Lincoln Middle, Wood Middle, Haight Elementary, ACLC/NEA

Boiler Repair and Maintenance:

Apodaca to provide labor and materials to repair, replace, perform preventative maintenance and/or install boiler parts as per Exhibit 'A', attached.

Approximately \$5,000.00 per boiler

In consideration of the above services and/or materials, District agrees to pay to the Contractor the sum of \$ 40,000.00 (not to exceed), upon completion of the work, delivery and receipt of invoice, except for any amounts the District disputes as owed.

Lead-time(s) Required: N/A

Time for Completion of Work: The Contractor shall complete the Scope of Work no later than: Friday, June 28, 2019

The provisions on the following pages hereof, entitled **Terms and Conditions** constitute a part of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date below

DISTRICT

Alameda Unified School District
2060 Challenger Drive
Alameda, CA, 94501
Phone: (510) 337-7090
Fax: (510) 337-7083

Monty Patterson

Printed Name

Monty Patterson 12/17/18
Signature Date

Director MOF

Title

Approved:

Shariq Khan

Printed Name

Shariq Khan 12-17-18
Signature Date

CBO

Title

CONTRACTOR

Marc Apodaca 12/17/18
Authorized Signature Date

Marc Apodaca
Printed Name

Pres / owner
Title

Apodaca Mechanical & Consulting Inc.
Company Name

5510 Southbrook Dr
Address

Clayton Ca. 94517
City, State ZIP

925-890-1899
Phone Number

MARCAPODACA@sbglobal.net
Email Address

01-0906560
Federal Employer ID Number

765801
License Number

Budget Code: 01-8150-0-0000-8110-5600-077-77-3014

TERMS AND CONDITIONS

1. The contractor detailed on the front of this Agreement will hereinafter be referred to as Contractor. Alameda Unified School District will hereinafter be referred to as District.

2. The Contractor shall indemnify, defend and save harmless the District, its Board, agents and employees from any and all claims and losses accruing or resulting from any and all contractors, subcontractors, materialmen, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Contractor in the performance of this contract.

3. The Contractor and the agents and employees of Contractor, in the performance of this agreement, shall act in an independent capacity and not as officers, employees or agents of the District. The Contractor shall, in the performance of this Agreement, comply with all applicable federal, state and local laws and regulations, and shall secure and maintain in force, at Contractor's sole cost and expense, all licenses and permits as are required by law, in connection work and materials to be provided.

4. The District may terminate this agreement and be relieved of the payment of any consideration to Contractor should Contractor fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination the District may proceed with the work in any manner deemed proper by the District and seek reimbursement from the Contractor. The cost to the District shall be deducted from any sum due the Contractor under this agreement, and the balance, if any, shall be paid the Contractor upon demand.

5. Without the written consent of the District, this agreement is not assignable by Contractor either in whole or in part.

6. Time is of the essence in this agreement. The failure to complete the Scope of Work in a timely manner shall be considered a material breach of this Agreement.

7. No alteration or variation of the terms or specification of this contract shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.

8. The consideration to be paid Contractor, as provided herein, shall be the total compensation for all of Contractor's expenses, and costs incurred in the performance hereof, including travel per diem, unless otherwise so provided, in writing signed by the District..

9. All equipment, supplies and services sold to the District shall conform to the general safety orders, regulations and laws of the State of California.

10. The District reserves the right to withhold payment until this Agreement is completed and/or accepted by the District.

Item 11 X is _____ is not applicable to this Agreement.

11. Sections 1771 through 1775 of the Labor Code are hereby made part of this agreement as if written in its entirety herein. The Contractor also agrees to comply with all applicable provisions of the California Labor Code, 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).

12. A Certificate of Insurance is required that must include the following coverage:

(a) Liability Insurance (\$1,000,000/\$1,000,000/\$1,000,000 minimum).

(b) Worker's Compensation Insurance.

Contractor shall be responsible for carrying its own worker's compensation insurance. District shall not withhold or set aside state or federal income tax, FICA taxes, unemployment insurance, disability insurance, or any other federal or state taxes or payment whatsoever. Internal Revenue Service regulations require District to report all payments to individuals for consultant services. Contractor shall be responsible for the collection and payment of any and all sales and/or use taxes. It shall be the sole responsibility of Contractor to account for all of the above and Contractor agrees to hold District harmless for all liability for these taxes.

The Contractor shall name the District as an additional insured with respect to the above referenced liability insurance and shall provide the District with a Certificate of Insurance indicating such before any work under this Agreement is commenced.

13. 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.

14. The District has a "NO SMOKING" policy at all sites. Contractor is responsible to make sure that no one smokes on school district property.

15. Contractor certifies that it has registered with the Department of Industrial Relations and is eligible to perform public works as required by Public Contracting Code Sections 1725.5 and 1771.1. Contractor acknowledges that failure to acquire and maintain its registration is grounds for termination of this Agreement.

16. 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).

17. 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.

18. Neither this Agreement nor any duties or obligations hereunder shall be assignable by the Contractor without the prior written consent of District. In the event of an assignment by the Contractor to which District has consented, the assignee or his/her legal representative shall agree in writing with District to personally assume, perform, and be bound by the covenants, obligations, and agreements contained herein.

19. This Agreement may be signed in multiple counterparts, all of which shall be taken together as a single document. A facsimile signature constitutes an original and all evidentiary objections to same other than for authenticity of signature are waived.

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: 12/11/18
Proper Name of Contractor: APODACA Mechanical & Consulting Inc.
Signature: Marc Apodaca
Print Name: Marc Apodaca
Title: Pres./owner

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: 12/11/18
Proper Name of Contractor: APODACA Mechanical & Consulting Inc.
Signature: Marc Apodaca
Print Name: Marc Apodaca
Title: Pres./owner

(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 as follows:

That I am a representative of the Contractor currently under contract ("Contract") with the District; that I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of Contractor.

Contractor certifies that it has taken at least one of the following actions with respect to the construction Project that is the subject of the Contract (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 Work 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: Marie Apodaca
Title: Pres/owner

☐ 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.

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: 12/11/18
Proper Name of Contractor: Apodaca Mechanical & Consulting Inc.
Signature: Marie Apodaca
Print Name: Marie Apodaca
Title: Pres/owner

Addendum to Standard Agreement Contract #1827, dated 12/11/18.

Exhibit "A"

Apodaca Mechanical & Consulting, while conducting preventative maintenance and replacing parts as needed, will also:

- Remove all boiler burners and clean out and inspect for corrosion and reinstall.
- Purge expansion tank, set up with proper working pressures.
- Address all corrosion and leakage throughout, then provide estimate for repairs.
- Grease and purge all motor and pump bearings.
- Inspect all electrical controls and wiring, then report all repairs with quotes.
- Perform water analysis and install AUSD supplied boiler treatment.