

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

☒

or

REPAIRS, MAINTENANCE OR CONSTRUCTION SERVICES UNDER \$60,000 AWARDED PURSUANT TO CUPCAA

THIS CONTRACT is made and entered into this 14th day of December, 2021 ("Contract"), by and between Prime Mechanical Industrial/Commercial HVACR ("Contractor") and Alameda 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 Not-To Exceed thirty thousand and zero cents Dollars (\$ 30,000 ) ("Contract Price"), the following repairs, maintenance or construction services ("Services" or "Work"):

**SCOPE OF WORK:** All Sites: Mechanical System Maintenance Services

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 All Sites, 2060 Challenger Drive, Alameda CA 94501 ("Premises" or "Site"). The Project is the scope of Work performed at the Site.
4. **Contract Time & Liquidated Damages.** Work to be completed by Thursday, March 31, 2022. ("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 N/A Dollars (\$ N/A ) per day for each and every calendar day of delay beyond the Contract Time or beyond any completion schedule, construction schedule, or Project milestones established pursuant to the Contract.
5. **Bonds & Insurance.**
- a. **Payment Bond & Performance Bond:** Contractor shall not commence the Work until it has provided to the District, a Payment (Labor and Material) Bond and a Performance Bond, in the forms attached hereto, each in an amount equivalent to one hundred percent (100%) of the Contract Price issued by a surety admitted to issue bonds in the State of California and otherwise acceptable to the District.
- ☒ CONTRACT PRICE IS LESS THAN \$25,000, THIS REQUIREMENT IS WAIVED
- ☐ CONTRACT PRICE IS MORE THAN \$25,000, THIS IS A REQUIREMENT
- 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 Staff of the Maintenance (MOF) Department of the District.

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:

<input type="checkbox"/> Bid Form and Proposal	<input checked="" type="checkbox"/> Drug-Free Workplace Certification
<input type="checkbox"/> Bid Bond	<input checked="" type="checkbox"/> Lead-Product(s) Certification
<input type="checkbox"/> Notice to Proceed	<input type="checkbox"/> Roofing Contract Financial Interest Certification
<input checked="" type="checkbox"/> Terms and Conditions to Contract	<input type="checkbox"/> Insurance Certificates and Endorsements
<input checked="" type="checkbox"/> Non-collusion Declaration	<input type="checkbox"/> Performance Bond
<input checked="" type="checkbox"/> Prevailing Wage Certification	<input type="checkbox"/> Payment Bond
<input checked="" type="checkbox"/> Workers' Compensation Certification	<input checked="" type="checkbox"/> Exhibit A ("Scope of Work")
<input checked="" type="checkbox"/> Criminal Background Investigation Certification	<input type="checkbox"/> Plans
<input checked="" type="checkbox"/> Asbestos & Other Hazardous Materials Certification	<input type="checkbox"/> Work Specifications
<input checked="" type="checkbox"/> Smoke-Free Certification	<input checked="" type="checkbox"/> [Other] <u>Exhibits B, C, D</u>
	<input type="checkbox"/> Submittal(s) _____

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:

**Alameda Unified District**  
**2060 Challenger Drive**  
**Alameda, CA 94501**  
**Attn:**  
☐ **Robbie Lyng, Sr. Director of Construction**  
☒ **Monty Patterson, Director of Maintenance,**  
**Operations & Facilities**  
**Telephone: 510-337-7090**

**Contractor:** Prime Mechanical Service  
296 Wright Brothers Ave.  
Livermore, CA 94551  
**ATTN:** Shane Davis

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

ACCEPTED AND AGREED on the date indicated below. By signing this Contract, Contractor certifies, under penalty of perjury, that all the information provided in the Contract Documents is true, complete, and correct:

**Alameda Unified School District**

Contract #: 2152

Signature: Monty Patterson

Print Name: Monty Patterson

Print Title: Director of Maintenance, Operations & Facilities

Dated: 01/04/2022, 2021

Signature: Shariq Khan (Jan 4, 2022 10:18 PST)

Print Name: Shariq Khan

Print Title: Assistant Superintendent of Business Services

Dated: 01/04/2022, 2021

**Contractor**

Dated: December 15, 2021

Signature: Shane Davis

Print Name: Shane Davis

Print Title: VP of Service

Company Name: Prime Mechanical Service

Company Address: 296 Wright Brothers Ave.

City, State, ZIP: Livermore, CA 94551

Phone Number: 877-635-4328

Email: sdavis@primemechanicalservice.com

Federal Employer ID Number: 26-3765526

CSLB License Number: 819114

PWC Registration Number:

PWC-100 #: 100001-4804

Budget Code: 01-8150-0-0000-8110-5800-077-77-3014

**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: 26-3765526

**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.



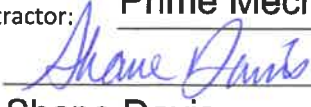
**PREVAILING WAGE CERTIFICATION**

PROJECT NO.: 2152 between **Alameda Unified School District** (the "District" or the "Owner") and \_\_\_\_\_  
Prime Mechanical Industrial/Commerical HVACR (the "Contractor" or the "Bidder") \_\_\_\_\_, (the "Contract" or the "Project").

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: December 15, 2021

Proper Name of Contractor: Prime Mechanical Service

Signature: 

Print Name: Shane Davis

Title: VP of Service

**WORKERS' COMPENSATION CERTIFICATION**

PROJECT NO.: **2152** between **Alameda Unified School District** (the "District" or the "Owner") and \_\_\_\_\_  
Prime Mechanical Industrial/Commerical HVACR \_\_\_\_\_ (the "Contractor" or the "Bidder") \_\_\_\_\_, (the "Contract" or the "Project").

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: December 15, 2021

Proper Name of Contractor: Prime Mechanical Service

Signature: 

Print Name: Shane Davis

Title: VP of Service

(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**

PROJECT NO.: 2152 between **Alameda Unified School District** (the "District" or the "Owner") and \_\_\_\_\_  
Prime Mechanical Industrial/Commerical HVACR \_\_\_\_\_ (the "Contractor" or the "Bidder") \_\_\_\_\_, (the "Contract" or the "Project").

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

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



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



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



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

Name: \_\_\_\_\_

Title: \_\_\_\_\_



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



Waiver of Fingerprint Requirement. Contractor is not required to comply because Contractor's services are of limited duration and District employees will directly supervise Contractor at all times that Contractor is in the presence of students.

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: December 15, 2021

Proper Name of Contractor: Prime Mechanical Service

Signature: *Shane Davis*

Print Name: Shane Davis

Title: VP of Service

**ASBESTOS & OTHER HAZARDOUS MATERIALS CERTIFICATION**

PROJECT NO.: **2152** between **Alameda Unified School District** (the "District" or the "Owner") and \_\_\_\_\_  
Prime Mechanical Industrial/Commerical HVACR (the "Contractor" or the "Bidder") \_\_\_\_\_, (the "Contract" or the "Project").

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.

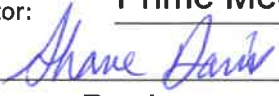
Contractor further certifies that it has instructed its employees with respect to the above-mentioned standards, hazards, risks, and liabilities.

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: December 15, 2021  
Proper Name of Contractor: Prime Mechanical Service  
Signature:   
Print Name: Shane Davis  
Title: VP of Service

**SMOKE-FREE ENVIRONMENT CERTIFICATION**

PROJECT NO.: **2152** between **Alameda Unified School District** (the "District" or the "Owner") and \_\_\_\_\_  
Prime Mechanical Industrial/Commercial HVACR (the "Contractor" or the "Bidder") \_\_\_\_\_, (the "Contract" or the "Project").

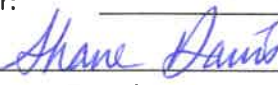
This Smoke-Free Environment Certification form is required from the successful Bidder.

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: **December 15, 2021**

Proper Name of Contractor: **Prime Mechanical Service**

Signature: 

Print Name: **Shane Davis**

Title: **VP of Service**

## DRUG-FREE WORKPLACE CERTIFICATION

PROJECT NO.: **2152** between **Alameda Unified School District** (the "District" or the "Owner") and \_\_\_\_\_  
Prime Mechanical Industrial/Commercial HVACR (the "Contractor" or the "Bidder") \_\_\_\_\_, (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.

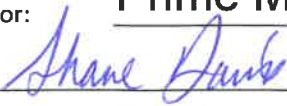
I, the undersigned, agree to fulfill the terms and requirements of Government Code section 8355 listed above and will publish a statement notifying employees concerning (a) the prohibition of controlled substance at the workplace, (b) establishing a drug-free awareness program, and (c) requiring that 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: **December 15, 2021**

Proper Name of Contractor: **Prime Mechanical Service**

Signature: 

Print Name: **Shane Davis**

Title: **VP of Service**



**LEAD-PRODUCT(S) CERTIFICATION**

PROJECT NO.: 2152 between Alameda Unified School District (the "District" or the "Owner") and Prime Mechanical Industrial/Commerical HVACR (the "Contractor" or the "Bidder") (the "Contract" or the "Project").

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.

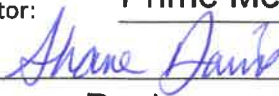
If failure to comply with these laws, rules, and regulations results in a site or worker contamination, the Contractor will be held solely responsible for all costs involved in any required corrective actions, and shall defend, indemnify and hold harmless the District, pursuant to the indemnification 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: December 15, 2021

Proper Name of Contractor: Prime Mechanical Service

Signature: 

Print Name: Shane Davis

Title: VP of Service

## Alameda Unified School District

## Mechanical System Maintenance Services

## SCOPE OF WORK

- A. BACKGROUND:** The Maintenance, Operations and Facilities (MOF) Department manages Alameda Unified School District (AUSD) facilities and equipment. This contract is to provide regular HVAC maintenance services and on-call repair services to meet the operational needs of all AUSD buildings. Services under this contract shall not include any construction related projects.
- B. FACILITY LIST:** The following is AUSD owned properties in Alameda, CA where service will be performed.

	FACILITY NAME	ADDRESS
1	MOF Maintenance Yard	250 Singleton Ave
2	Ruby Bridges Elementary School	351 Jack London Ave
3	Woodstock Site [ACLC/NEA Charter School]	1900 3rd St
4	Encinal Jr. & Sr. High School	210 Central Ave
5	Chipman Site [Academy of Alameda Charter School ]	401 Pacific Ave
6	College of Alameda Portables [Island High]	555 Atlantic Ave
7	Longfellow Site [Woodstock Child Development Center]	500 Pacific Ave
8	Paden Elementary School	444 Central Ave
9	District Office	2060 Challenger Dr
10	Maya Lin School	825 Taylor Ave
11	Franklin Elementary School	1433 San Antonio Ave
12	Wood Middle School	420 Grand St
13	Love Elementary School	2025 Santa Clara Ave
14	Food Service Warehouse	2130 Clement Ave
15	Alameda High School	2200 Central Ave
16	AHS Thompson Field	1851 Walnut St
17	Bay Farm School	200 Aughinbaugh Way
18	Edison Elementary School	2700 Buena Vista Ave
19	Otis Elementary School	3010 Fillmore St
20	Earhart Elementary School	400 Packet Landing Rd
21	Lincoln Middle School	1250 Fernside Blvd

Table 1.1; List of AUSD Facilities

AUSD, at its sole discretion, reserves the right to add or delete facilities to the above list. Any addition or deletion will be accomplished through a written amendment to the contract.

See Exhibit B showing a Vicinity Map and Site Maps for all AUSD Facilities listed under Table; 1.1

**C. DEFINITIONS:** Except as provided below, all words in this Scope of Work shall be given their ordinary and customary meaning. Technical terms shall be given their customary meaning within the context of the HVAC industry.

1. *Energy Management Systems (EMS)*: this term means the computer networked control and energy management system application developed by both Trane Technologies and Pelican Wireless Systems.
2. *AUSD*: refers to the Alameda Unified School District
3. *AUSD Facilities*: refers to facilities as shown in Table 1.1 above.
4. *Code Requirement*: this term means all applicable requirements of any applicable state or international codes including, but not limited to, International Mechanical Code, International Plumbing Code, and International Energy Conservation Code.
5. *Contractor*: refers to the entity awarded the AUSD HVAC Regular Maintenance and On- Call Services Contract.
6. *Frequency*: refers to scheduled intervals by which inspection and maintenance is typically performed and will ordered via MOF Work Order. There are three (3) Frequency intervals;
  - a) Quarterly Maintenance – Service required four (4) times per year, every three (3) months throughout the year. Executed in March, June, September and December, unless otherwise noted in the contract.
  - b) Semi-Annual Maintenance – Service required two (2) times per year. Executed in June and December, unless otherwise noted.
  - c) Annual Maintenance – Service required every twelve (12) months. Executed in June unless otherwise noted in the contract.
7. *MOF*: refers to the Maintenance, Operations and Facilities Department that provides oversight and management for the maintenance and repairs for all AUSD facilities.

**D. TASKS:** Contractor is expected to perform a myriad of corrective and preventative HVAC & Boiler maintenance tasks including but not limited to, the following;

1. Provide HVAC services with specific responsibility for identifying repair and/or replacement needs; installing, repairing, maintaining and upgrading HVAC systems and equipment.
2. Diagnose causes of problems and/or failures in heating/air conditioning systems (e.g. no heat/air, too hot/too cold, etc.), malfunctioning systems, apparatus, and components, using test equipment and hand tools, for the purpose of identifying equipment and/or systems

repair and/or replacement needs, locate the cause of HVAC breakdowns and correct the problem.

3. Troubleshoot HVAC & Boiler systems, equipment, and components to identify hazards, defects, and the need or adjustment or repair, and to ensure compliance with all applicable HVAC & Boiler codes.
4. Monitor HVAC systems and their components (e.g. heating units, building exhaust fans, ventilation units, filters, etc.) for the purpose of evaluating condition, identifying necessary repairs and recommending preventive maintenance. Coordinate with EMS service providers and other AUSD Contractors as required to adequately troubleshoot and repair HVAC Systems.
5. Emergency work may include troubleshooting and repairing equipment failures, laying temporary cabling and/or wiring, replacement of HVAC & Boiler equipment and/or components, working on high voltage and assisting other contractors as necessary to remedy emergency situations.
6. Clean air conditioning and heating units (e.g. filters, coils, condensation pans, drain lines, cooling towers, etc.) for the purpose of ensuring units are operating correctly and within safety guidelines.
7. Perform routine and preventive maintenance (e.g. cleaning and replacing filters, annual boiler inspections, etc.) for the purpose of ensuring the ongoing functioning of HVAC systems.
8. Repair heating and air conditioning systems and/or components (e.g. any system using natural gas: heating, ovens; refrigerators/ice makers; heating systems: exhaust, boiler, pumps, motors, air handlers, fan coils, piping, etc.) for the purpose of ensuring a comfortable work environment.
9. HVAC equipment supplying heating, ventilation and cooling, where available, shall be maintain temperatures and set points in accordance with the District and industry standards.

#### **E. QUALITY OF WORK AND MATERIALS**

1. All work must meet or exceed the current American Society of Heating, Refrigeration and Air Conditioning Engineers (ASHRAE) and Sheet Metal and Air-Conditioning Contractors National Association (SMACNA) standards, as these standards now exist or hereinafter amended
2. Contractor shall provide all supervision, labor, tools, equipment, supplies, parts, and materials necessary, to perform HVAC services on a variety of HVAC jobs at AUSD Facilities.

3. All work performed under this contract shall meet all applicable Construction and Building Codes, Occupational Safety and Health Administration (OSHA) rules and regulations, or other regulations necessary to carry out and perform the work required pursuant to all applicable Federal, State, and Local Laws, Statutes, Ordinances, and rules and regulations of any kind, including waste disposal regulations. Contractor's test instruments shall be up-to-date and maintain valid calibration. Documentation demonstrating compliance shall be provided upon request of the AUSD.
4. Filters for all AUSD facility equipment for all units introducing outside air into the occupied spaces shall be MERV 13 or higher rating where possible. Filters for all other building AUSD equipment filter ratings shall be same as existing or better, and not lower rating than recommended by the manufacturer.

#### **F. CONTRACTOR'S RESPONSIBILITIES AND DELIVERABLES**

##### **1. Responsibilities;**

- a) The Contractor shall work with MOF to schedule all services, so as not to conflict with previously-scheduled AUSD programs and events.

##### **2. Contractor's Employees:**

- a) Contractor shall be solely responsible for the conduct and performance of the Contractor's employees while at AUSD facilities.
- b) Contractor shall be solely responsible for the safety of Contractor's employees and others relative to Contractor's work, work procedures, materials, equipment, transportation, signage and related activities and equipment.
- c) All work shall be performed with personnel regularly employed by the Contractor or subcontractor pre-approved by AUSD.

##### **3. Deliverables:**

- a) For any maintenance and repairs, time shall be based on **actual** time spent on the job site(s). Travel charges to and from the job site will NOT be allowed.
- b) All materials supplied shall be new or first-class condition.
- c) Refurbished materials must be submitted for to the AUSD for approval prior to use and/or installation.
- d) Copies of the work order shall be attached to invoices submitted for payment.

## G. DELIVERY OF SERVICES

1. Contractor shall, prior to commencing work, thoroughly examine and become familiar with the System Equipment and AUSD facilities to insure the service can be completed in an orderly, safe manner.
2. Any shutdown of service and/or utilities must be pre-approved and scheduled with MOF prior to commencing any work.
3. The Contractor shall be responsible for providing the appropriate types and skill levels of personnel necessary to accomplish the work required.
4. Standards of Performance and Expected Outcomes: AUSD will monitor contract performance for the following. Failure to satisfy these requirements may be cause for termination of the contact.
  - a) Only qualified HVAC technicians shall be utilized in performance of this contract
  - b) Once started, work is to be completed in a timely and professional manner and shall continue without interruption until completed. For On-Call services, Contractor may be audited to ensure hours are accurate.
5. Contractor shall obtain pre-approvals for any service work that may be outside the scope of the specific assigned project. The contractor shall notify MOF where routine work and/or tasks that are expected to surpass **\$5,000** as soon as possible. Where time and schedule permits, all tasks or other service work that exceed **\$5,000** will be competitively bid.

## H. PRICING

1. Labor: Pricing is provided per Schedule 1, as listed on Time and Materials Rate Sheet as shown in Exhibit C
2. Non-Scheduled Maintenance Materials:
  - a) Materials and supplies may be provided by AUSD, at its sole discretion, reserves the right to furnish all or a portion of the materials required for a job and deliver materials to the job site.
  - b) For materials provided by AUSD, the Contractor shall not charge for materials or handling.
  - c) Materials and supplies provided by Contractor: If Contractor procures materials and supplies, AUSD shall reimburse Contractor for **actual cost** of materials, including



sales tax. Documentation of such material costs, such as copies of invoices for the materials or other valid documentation, shall be furnished with the invoice to AUSD.

**3. Materials, Equipment and Subcontractor Markup**

- a) AUSD shall reimburse the Contractor for materials, equipment and Subcontractor as provided for in Schedule 2 of the Time and Materials Rate Sheet. The percentage markup provided on Schedule 2 does not apply to taxes and/or shipping and handling costs.

**Exhibit B**  
**Vicinity & Site Maps**



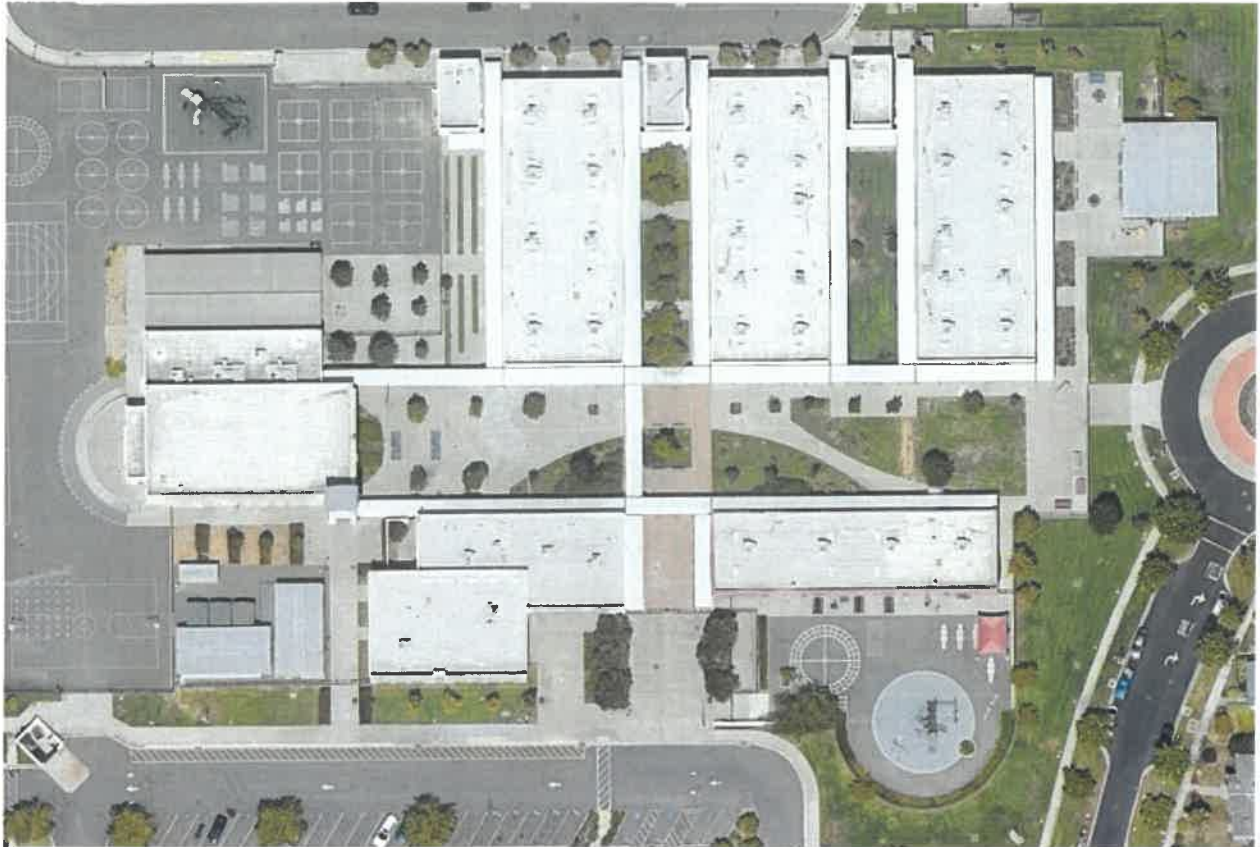
Fig 1.1; AUSD Vicinity Map

MAP ID#	FACILITY NAME	ADDRESS
1	MOF Maintenance Yard	250 Singleton Ave
2	Ruby Bridges Elementary School	351 Jack London Ave
3	Woodstock Site [ACLC/NEA Charter School]	1900 3rd St
4	Encinal Jr. & Sr. High School	210 Central Ave
5	Chipman Site [Academy of Alameda Charter School ]	401 Pacific Ave
6	College of Alameda Portables [Island High]	555 Atlantic Ave
7	Longfellow Site [Woodstock Child Development Center]	500 Pacific Ave
8	Paden Elementary School	444 Central Ave
9	District Office	2060 Challenger Dr
10	Maya Lin School	825 Taylor Ave
11	Franklin Elementary School	1433 San Antonio Ave
12	Wood Middle School	420 Grand St
13	Love Elementary School	2025 Santa Clara Ave
14	Food Service Warehouse	2130 Clement Ave
15	Alameda High School	2200 Central Ave
16	AHS Thompson Field	1851 Walnut St
17	Bay Farm School	200 Aughinbaugh Way
18	Edison Elementary School	2700 Buena Vista Ave
19	Otis Elementary School	3010 Fillmore St
20	Earhart Elementary School	400 Packet Landing Rd
21	Lincoln Middle School	1250 Fernside Blvd



Fig 2.1; MOF Maintenance Yard

**EXHIBIT B – Vicinity & Site Maps**



**Fig 2.2; Ruby Bridges Elementary School**



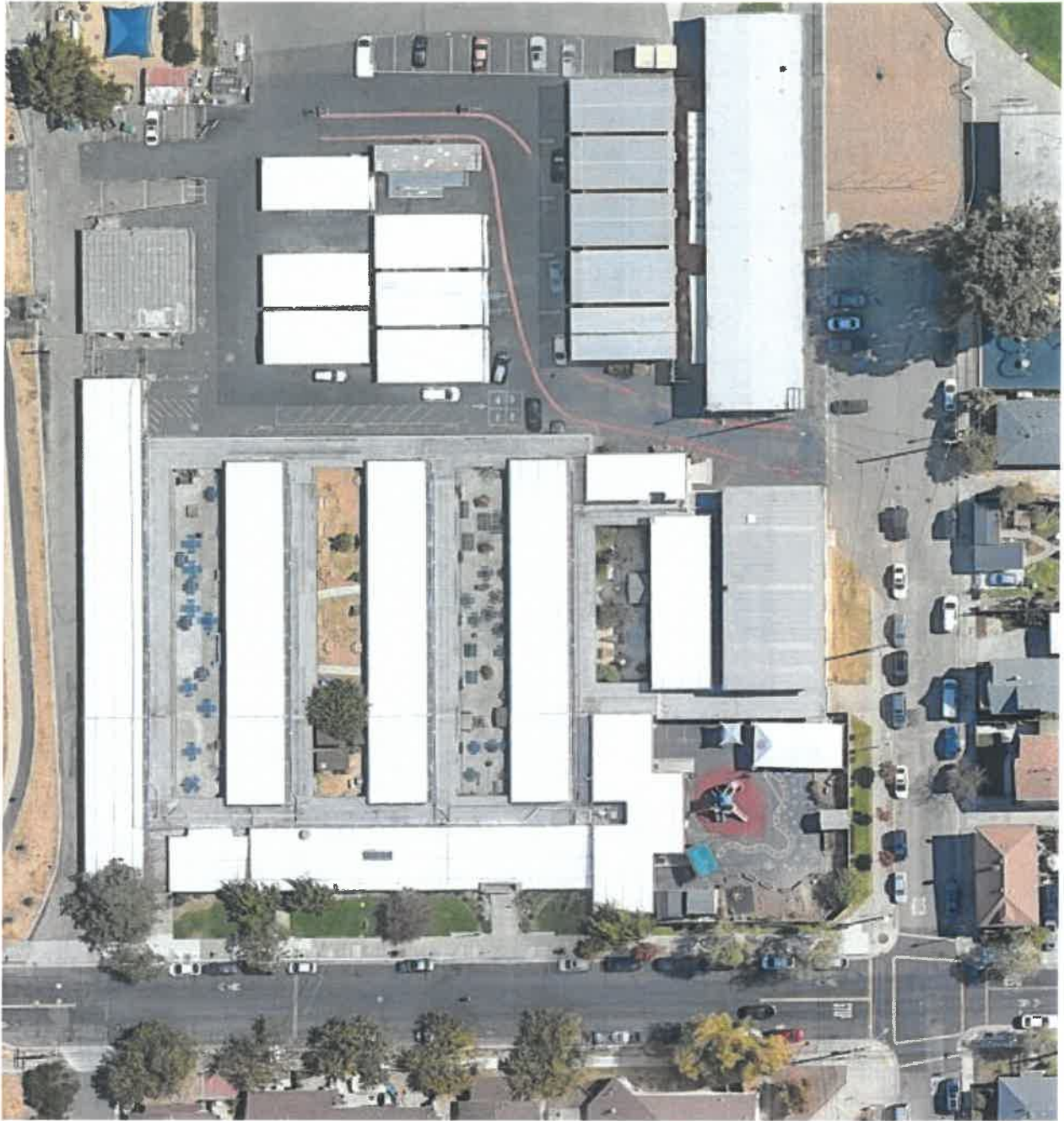


Fig 2.3; Woodstock Site [ACLC/NEA Charter School]

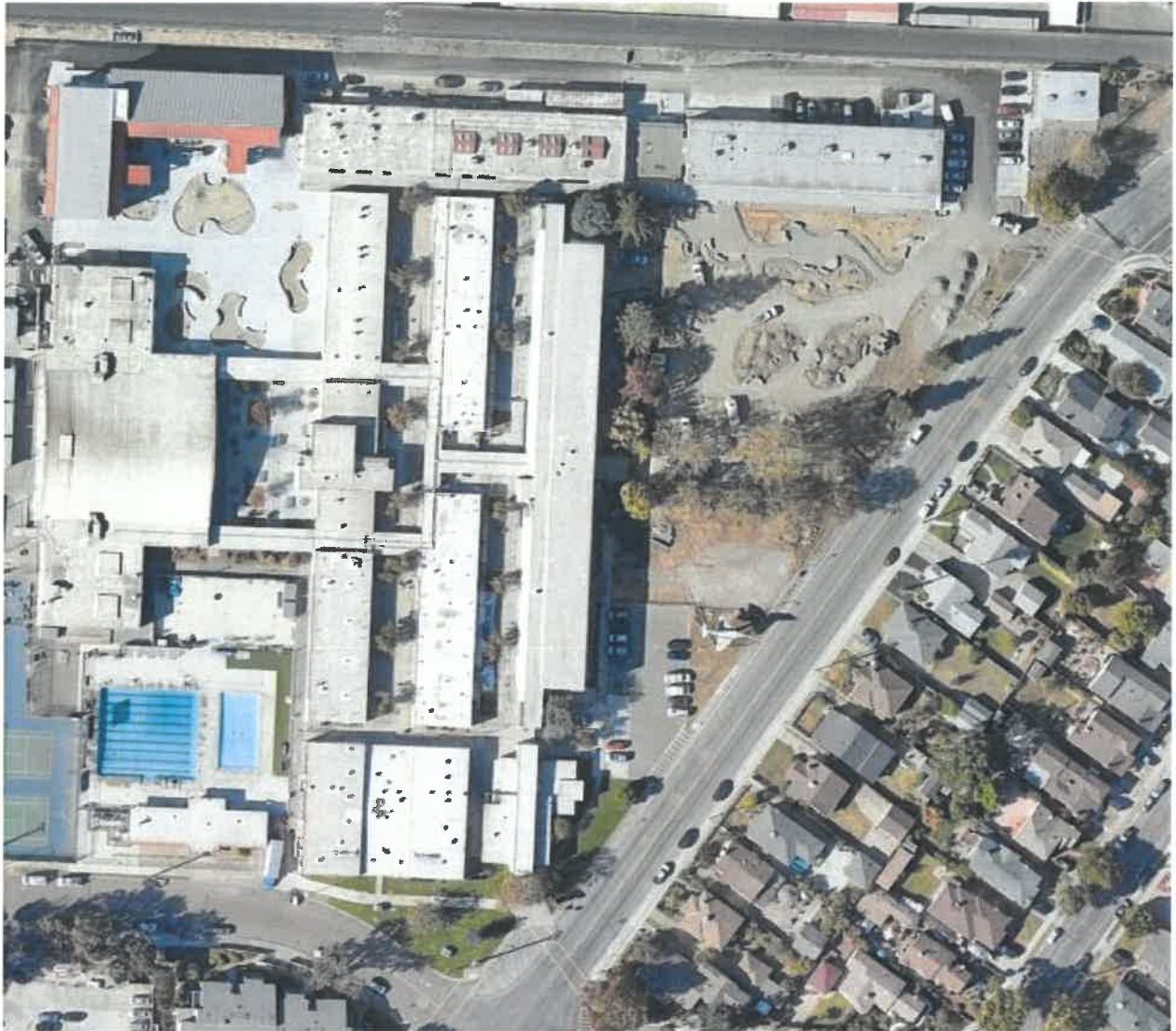


Fig 2.4; Encinal Jr. & Sr. High School



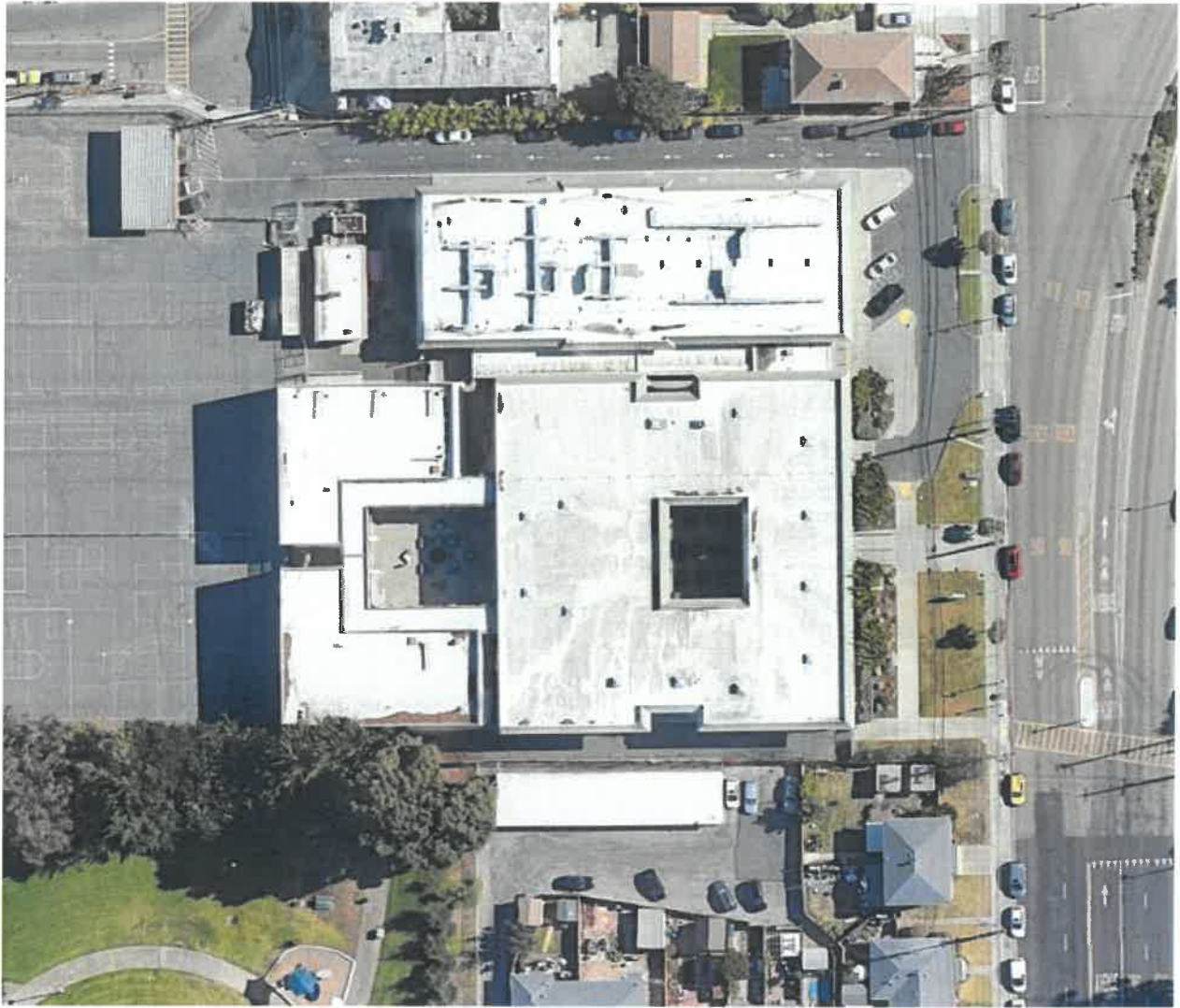


Fig 2.5; Chipman Site [Academy of Alameda Charter School]



Fig 2.6; College of Alameda Portables [Island High School]

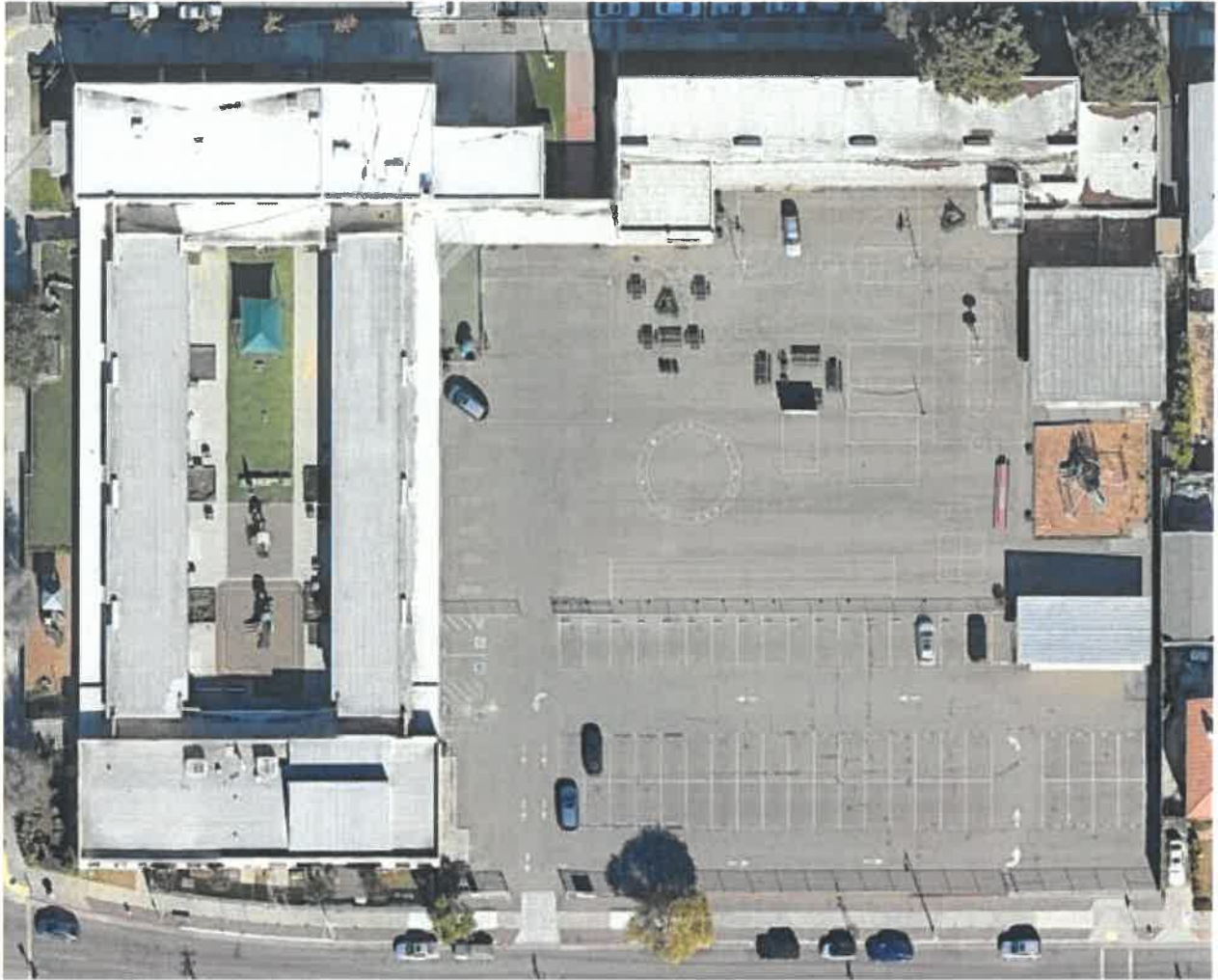


Fig. 2.7; Longfellow Site [Woodstock Child Development Center]





Fig 2.8; Paden Elementary School



Fig 2.9; District Office



Fig 2.10; Maya Lin School





Fig 2.11; Franklin Elementary School



Fig 2.12; Wood Middle School



Fig 2.13; Love Elementary School



Fig 2.14; Food Service Warehouse





Fig 2.15; Alameda High School



Fig 2.16; AHS Thompson Field





Fig 2.17; Bay Farm School

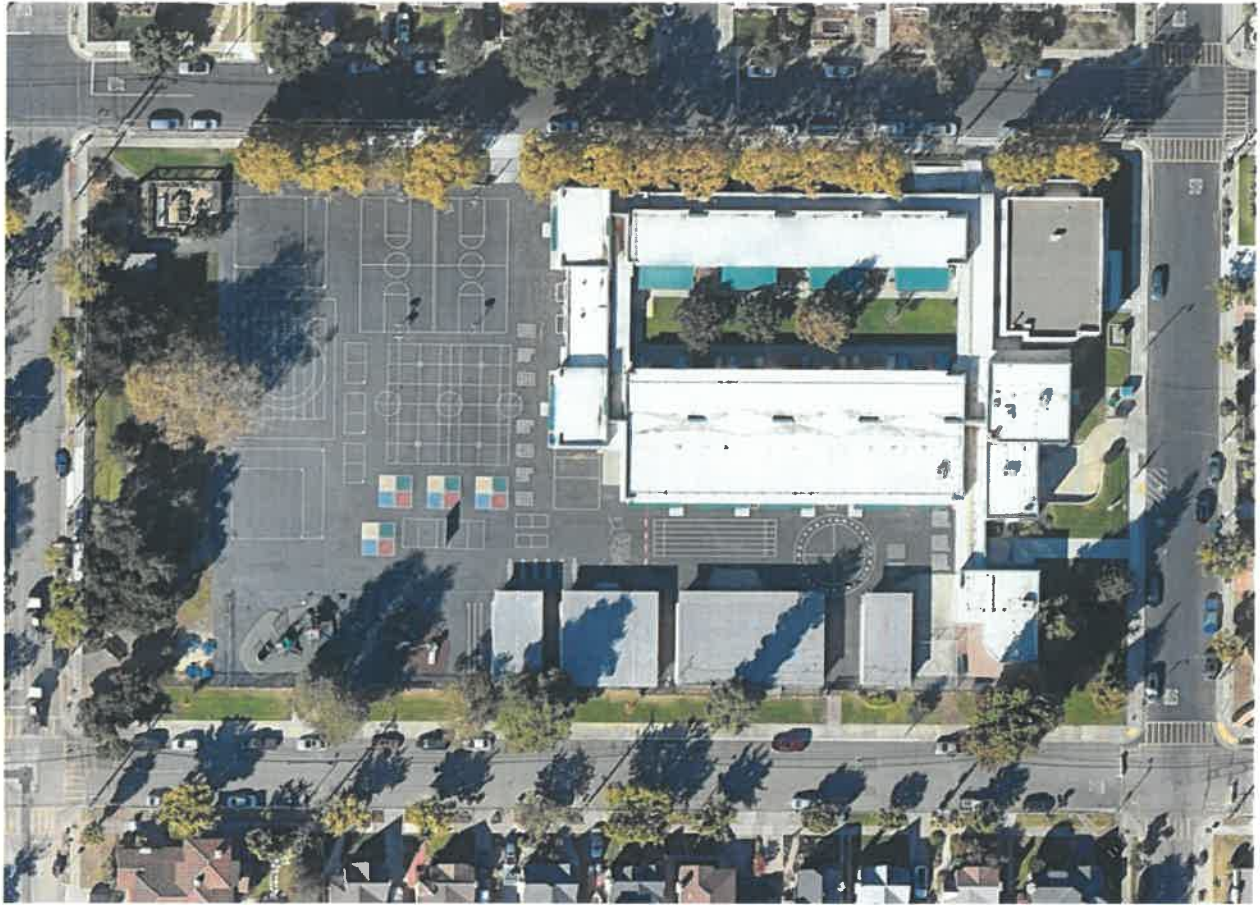


Fig 2.18; Edison Elementary School





Fig 19; Otis Elementary School



Fig 2.20; Earhart Elementary School





Fig 2.21; Lincoln Middle School

TIME, MATERIALS & SUBCONTRACTOR RATE SHEET

Company:	Prime Mechanical Service, Inc.
Representative Name:	John Eshelman
Address:	296 Wright Brothers Ave. Livermore, CA 94551
Phone:	(877) 635-4328
Contractor License #:	819114
DIR #:	100001-4804
Date:	Dec 15, 2021

Effective Dates: Dec 15, 2021 to Mar 31, 2022

**Schedule 1 – Labor Rates**

Rates quoted below are general prevailing wage rates per public projects including insurance, taxes, overhead and profit.

	Straight time	Overtime	Double time
Foreman	N/A	N/A	N/A
Journeyman <del>/AAPP</del>	145	217.50	290
Helper <del>/Apprentice</del>	115	172.50	230
Superintendent	N/A	N/A	N/A
Project Manager	145	217.5	290
Saturday Rates	217.5	217.5	N/A
Sunday Rates	290	290	N/A

Table 1.1; Labor Rates

**Schedule 2 – Materials, Equipment and Subcontractor Markup****MATERIAL JOB COSTS:**

Material expenses will be billed at cost plus a fee of 35% for overhead and profit.

**EQUIPMENT:**

Equipment owned by Contractor will be billed to the job at standard, prevailing rental rates as established by outside vendors for similar equipment. Equipment rented from outside vendors will be charged cost plus 15% for overhead and profit.

**SUBCONTRACTOR JOB COSTS:**

Subcontractor expenses will be billed at cost plus a fee of 15% for overhead and profit.

Note: Documentation must be submitted of all labor, materials, subcontractor and other fees or costs on the job to be able to verify expense.





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/26/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> FEDERATED MUTUAL INSURANCE COMPANY HOME OFFICE: P.O. BOX 328 OWATONNA, MN 55060		<b>CONTACT NAME:</b> CLIENT CONTACT CENTER <b>PHONE (A/C, No, Ext):</b> 888-333-4949 <b>FAX (A/C, No):</b> 507-446-4664 <b>E-MAIL ADDRESS:</b> CLIENTCONTACTCENTER@FEDINS.COM		
<b>INSURED</b> PRIME MECHANICAL SERVICE INC 296 WRIGHT BROTHERS AVE LIVERMORE, CA 94551-9491 159-911-7		<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
		INSURER A: FEDERATED MUTUAL INSURANCE COMPANY		13935
		INSURER B:		
		INSURER C:		
		INSURER D:		
		INSURER E:		
INSURER F:				

**COVERAGES**

CERTIFICATE NUMBER: 369


REVISION NUMBER: 2

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	Y	N	9329759	01/03/2021	01/03/2022	EACH OCCURRENCE	\$1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$100,000
							MED EXP (Any one person)	EXCLUDED
							PERSONAL & ADV INJURY	\$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$2,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG	\$2,000,000
	OTHER:							
A	<b>AUTOMOBILE LIABILITY</b>	Y	N	9329759	01/03/2021	01/03/2022	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident)	
	<input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR	Y	N	9329760	01/03/2021	01/03/2022	EACH OCCURRENCE	\$8,000,000
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE	\$8,000,000
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION							
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y / N					PER STATUTE	OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> N / A					E.L. EACH ACCIDENT	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	
							E.L. DISEASE - POLICY LIMIT	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
SEE ATTACHED PAGE

**CERTIFICATE HOLDER****CANCELLATION**

159-911-7 ALAMEDA UNIFIED SCHOOL DISTRICT 2080 CHALLENGER DR ALAMEDA, CA 94501-1037	369 2	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
		AUTHORIZED REPRESENTATIVE 

© 1988-2015 ACORD CORPORATION. All rights reserved.



# **ADDITIONAL REMARKS SCHEDULE**

Page 1 of 1

<b>AGENCY</b> FEDERATED MUTUAL INSURANCE COMPANY		<b>NAMED INSURED</b> PRIME MECHANICAL SERVICE INC 296 WRIGHT BROTHERS AVE LIVERMORE, CA 94551-9491
<b>POLICY NUMBER</b> SEE CERTIFICATE # 369.2		<b>EFFECTIVE DATE:</b> SEE CERTIFICATE # 369.2
<b>CARRIER</b> SEE CERTIFICATE # 369.2	<b>NAIC CODE</b>	

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

PROJECT #1970-2

PROJECT DESCRIPTION: ALL CONTRACTS

SITE NAME: ALL SITES

ADDRESS: 2060 CHALLENGER DRIVE, ALAMEDA, CA 94501

ADDITIONAL INSURED: EXCEPT FOR WORKERS COMPENSATION INSURANCE, ALAMEDA UNIFIED SCHOOL DISTRICT, ITS TRUSTEES, EMPLOYEES AND AGENTS, THE STATE OF CALIFORNIA ARE NAMED AS ADDITIONAL INSURED UNDER ALL POLICIES PER TERMS OF THE ATTACHED ENDORSEMENT(S) AND AS REQUIRED BY A WRITTEN CONTRACT.

INSURANCE PROVIDED BY THE GENERAL LIABILITY COVERAGE IS PRIMARY AND NONCONTRIBUTORY OVER OTHER INSURANCE.

INSURANCE PROVIDED BY THE BUSINESS AUTO LIABILITY IS PRIMARY AND NONCONTRIBUTORY OVER OTHER INSURANCE.

COMMERCIAL UMBRELLA FOLLOWS FORM ACCORDING TO THE TERMS, CONDITIONS, AND ENDORSEMENTS FOUND IN THE COMMERCIAL UMBRELLA POLICY.

FOR REASONS OTHER THAN NON-PAYMENT OF PREMIUM, 30 DAYS NOTICE WILL BE PROVIDED TO THE CERTIFICATE HOLDER IN THE EVENT THAT THE ISSUING COMPANY CANCELS THE POLICY BEFORE THE EXPIRATION DATE OF THE POLICY.

FOR NON-PAYMENT OF PREMIUM, 10 DAYS NOTICE WILL BE PROVIDED TO THE CERTIFICATE HOLDER IN THE EVENT THAT THE ISSUING COMPANY CANCELS THE POLICY BEFORE THE EXPIRATION DATE OF THE POLICY.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**PRIMARY AND NONCONTRIBUTORY -  
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

- A.** The following is added to the **Other Insurance Condition** in the Business Auto Coverage Form and the **Other Insurance - Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form and supersedes any provision to the contrary:
- This Coverage Form's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:
1. Such "insured" is a Named Insured under such other insurance; and
  2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".
- B.** The following is added to the **Other Insurance Condition** in the Auto Dealers Coverage Form and supersedes any provision to the contrary:
- This Coverage Form's Covered Autos Liability Coverage and General Liability Coverages are primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:
1. Such "insured" is a Named Insured under such other insurance; and
  2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ADDITIONAL INSURED BY CONTRACT ENDORSEMENT**

This endorsement modifies insurance provided under the following:

### **BUSINESS AUTO COVERAGE PART**

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

**A. WHO IS AN INSURED for "bodily injury" and "property damage" liability is amended to include:**

Any person or organization other than a joint venture, for which you have agreed by written contract to procure bodily injury or property damage "auto" liability insurance arising out of operation of a covered "auto" with your permission. However, this additional insurance does not apply to:

- (1) The owner or anyone else from whom you hire or borrow a covered "auto". This exception does not apply if the covered "auto" is a "trailer" connected to a covered "auto" you own.
- (2) Your "employee" if the covered "auto" is owned by that "employee" or a member of his or her household.
- (3) Someone using a covered "auto" while he or she is working in a business of selling, servicing, repairing, parking or storing "autos" unless that business is yours.
- (4) Anyone other than your "employees", partners (if you are a partnership), members (if you are a limited liability company), or a lessee or borrower or any of their "employees", while moving property to or from a covered "auto".
- (5) A partner (if you are a partnership), or a member (if you are a limited liability company) for a covered "auto" owned by him or her or a member of his or her household.

**B. The coverage extended to any additional insured by this endorsement is limited to, and subject to all terms, conditions, and exclusions of the Coverage Part to which this endorsement is attached.**

In addition, coverage shall not exceed the terms and conditions that are required by the terms of the written agreement to add any insured, or to procure insurance.

**C. The limits of insurance applicable to such insurance shall be the lesser of the limits required by the agreement between the parties, or the limits provided by this policy.**

**D. Additional exclusions. The insurance afforded to any person or organization as an insured under this endorsement does not apply:**

1. To "loss" which occurs prior to the date of your contract with such person or organization;
2. To "loss" arising out of the sole negligence of any person or organization that would not be an insured except for this endorsement.
3. To "loss" for any leased or rented "auto" when the lessor or his or her agent takes possession of the leased or rented "auto" or the policy period ends, whichever occurs first.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**PRIMARY AND NONCONTRIBUTORY -  
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

**Primary And Noncontributory Insurance**

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED - OWNERS, LESSEES OR  
CONTRACTORS - AUTOMATIC STATUS WHEN  
REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**A. Section II - Who Is An Insured** is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
  - a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  - b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.



2. "Bodily injury" or "property damage" occurring after:

- a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance:**

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement you have entered into with the additional insured; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

## CONTRACTOR REGISTRATION APPLICATION

### California Uniform Public Construction Cost Accounting Act

The Alameda Unified School District invites all licensed contractors, who are registered with the DIR to perform public works projects, to submit information for inclusion on the District's list of qualified bidders for the 2021 calendar year.

This notice requires contractors to provide **ALL** of the following information:

- 1) Company name
- 2) Contact name and mailing address
- 3) Contact phone number, fax number, and email address
- 4) Contractor's license class and number
- 5) Type of work Contractor is licensed to perform
- 6) Public Works Contractor registration number
- 7) Evidence of Commercial General Liability and Automobile Liability Insurance: \$1,000,000/occurrence; \$2,000,000 aggregate
- 8) Evidence of Ability to Provide Payment and Performance Bonds: Include your bonding capacity

Company Name:	Phone No.:	Fax No.:
<b>Prime Mechanical Service</b>	<b>877-635-4328</b>	<b>9252925528</b>
Address:	Contact Name:	
<b>296 Wright Brothers Ave</b>	<b>Shane Davis</b>	
City, State, Zip:	Email Address:	
<b>Livermore, CA 94551</b>	<b>sdavis@primemechanicalservice.com</b>	
License Classification(s):	License No.:	
<b>B, C-4, C-20, C-36, C-38</b>	<b>819114</b>	
Type of Work:	PWC Registration No.:	
<b>HVAC, Sheetmetal, Plumbing</b>	<b>100001-4804</b>	

Please submit completed application to: **Alameda Unified School District**

Attn: MOF  
2060 Challenger Drive  
Alameda, CA 94501  
Or: [mof@alamedaunified.org](mailto:mof@alamedaunified.org)

The Alameda Unified School District may create a new contractors list effective January 1st of each year and may include any contractor's name it desires on the contractors list, but must include, at a minimum, all contractors who have properly provided the School District with the required information, either during the calendar year in which the list is valid or during November or December of the prior year. A contractor may have their firm added to the School District's contractors list at any time by providing the required information.