

ALAMEDA UNIFIED SCHOOL DISTRICT
STANDARD AGREEMENT

THIS AGREEMENT, made and entered into this 3rd day of October, 2017 in the State of California, County of Alameda, by and between the **Alameda Unified School District**, hereafter referred to as District, and Subtronic Corporation hereafter referred to as Contractor.

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

Scope of work:

Encinal High School Modernization, Measure I-AUSD Project #211613:
The area of inspection and drawings received 8/8/17 regarding approx. 34% of sewer & storm pipes to be hydroflushed & CCTV inspected which are located on the exterior building school property (Site plan P1.1). Scope of work includes: hydroflush, inspect and record defects and connections in the accessible lines of 34% of sewer and storm pipes. Pipe cleaning methodology: clean pipes using hydrojetter and extract debris at manholes. CCTV Methodology: televise the above lines using a HD color camera with rotating head, remote iris, and light control. TV inspection will be performed by a certified PACP operator. Observations will be presented on a DVD and a NASSCO PACP database & report issued. Work will be done after hours.
-High pressure cleaning and vacuuming, mobilization/demobilization: \$1,050
-High pressure cleaning/vacuuming, CCTV inspections, disposal of material, by pass pumping/dewatering pipe plugging and DVD reports, Lump sum not to exceed: \$21,770
Per attached Subtronic estimate #25232, dated 9/28/17.

In consideration of the above services and/or materials, District agrees to pay to the Contractor the sum of \$ 22,820, upon completion of the work, delivery and receipt of invoice, except for any amounts the District disputes as owed.

Lead-time(s) Required: 3 weeks

Time for Completion of Work: The Contractor shall complete the Scope of Work no later than: October 30, 2017

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

Contract Number: 211613 PWC Reg #: 1000004188 PWC-100 #: _____

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

DISTRICT

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

Robbie Lyng

Printed Name

Signature

Date

Director MOF

Title

Approved:

Shariq Khan

Printed Name

Signature

Date

CBO

Title

CONTRACTOR

Shannon Bayter 10/4/2017
Authorized Signature Date

Shannon Bayter
Printed Name

Secretary
Title

Subtronic@Subtronic.com
Company Name

5031 Blum Rd #2
Address

Martinez, CA 94553
City, State ZIP

925-228-8771
Phone Number

Subtronic@Subtronic.com
Email Address

77-0020672
Federal Employer ID Number

940232
License Number

Budget Code: 21-9501-0-0000-8500-6100-023-77-3036

TERMS AND CONDITIONS

1. The contractor detailed on the front of this Agreement will hereinafter be referred to as Contractor. Alameda Unified School District will hereinafter be referred to as District.
2. The Contractor shall indemnify, defend and save harmless the District, its Board, agents and employees from any and all claims and losses accruing or resulting from any and all contractors, subcontractors, materialmen, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Contractor in the performance of this contract.
3. The Contractor and the agents and employees of Contractor, in the performance of this agreement, shall act in an independent capacity and not as officers, employees or agents of the District. The Contractor shall, in the performance of this Agreement, comply with all applicable federal, state and local laws and regulations, and shall secure and maintain in force, at Contractor's sole cost and expense, all licenses and permits as are required by law, in connection work and materials to be provided.
4. The District may terminate this agreement and be relieved of the payment of any consideration to Contractor should Contractor fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination the District may proceed with the work in any manner deemed proper by the District and seek reimbursement from the Contractor. The cost to the District shall be deducted from any sum due the Contractor under this agreement, and the balance, if any, shall be paid the Contractor upon demand.
5. Without the written consent of the District, this agreement is not assignable by Contractor either in whole or in part.
6. Time is of the essence in this agreement. The failure to complete the Scope of Work in a timely manner shall be considered a material breach of this Agreement.
7. No alteration or variation of the terms or specification of this contract shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.
8. The consideration to be paid Contractor, as provided herein, shall be the total compensation for all of Contractor's expenses, and costs incurred in the performance hereof, including travel per diem, unless otherwise so provided, in writing signed by the District..
9. All equipment, supplies and services sold to the District shall conform to the general safety orders, regulations and laws of the State of California.
10. The District reserves the right to withhold payment until this Agreement is completed and/or accepted by the District.

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

11. Sections 1771 through 1775 of the Labor Code are hereby made part of this agreement as if written in its entirety herein. The Contractor also agrees to comply with all applicable provisions of the California Labor Code, including, without limitation, the payment of the general prevailing per diem wage rates for public work projects of more than one thousand dollars (\$1,000).

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

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

(b) Worker's Compensation Insurance.

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

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

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

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

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

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

17. Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and this Contract shall be read and enforced as though it were included therein.

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

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

PREVAILING WAGE CERTIFICATION

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

Date: October 4, 2017
Proper Name of Contractor: Subtronic Corporation
Signature: [Signature]
Print Name: Shannon Baxter
Title: Secretary

WORKERS' COMPENSATION CERTIFICATION

Labor Code section 3700 in relevant part provides:

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

- a. By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this state.
- b. By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees.

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

Date: October 4, 2017
Proper Name of Contractor: Subtronic Corporation
Signature: [Signature]
Print Name: Shannon Baxter
Title: Secretary

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

CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION

The undersigned does hereby certify to the governing board of the District as follows:

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

Contractor certifies that it has taken at least one of the following actions with respect to the construction Project that is the subject of the Contract (check all that apply):

☒ The Contractor has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all Contractor's employees and all of its subcontractors' employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and the California Department of Justice has determined that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122. 1. A complete and accurate list of Contractor's employees and of all of its subcontractors' employees who may come in contact with District pupils during the course and scope of the Contract is attached hereto; and/or

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

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

Name: _____

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.

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: October 4, 2017

Proper Name of Contractor: Subtronic Corporation

Signature: Shannon Bayter

Print Name: Shannon Bayter

Title: Secretary

Subtronic Corporation

5031 Blum Rd, #2
Martinez, CA 94553

Estimate

Estimate # 25232

Date of Estimate 9/28/2017

ALSO LOCATED IN GARDEN GROVE CA

BILL TO:

Quattrocchi Kwok Architects
636 Fifth Street
Santa Rosa, California 95404
Attn: Sofia Veniard
707.576.0829

ESTIMATE TO: P.O. #:

SURVEYOR	JOB DATE	DAY	TIME	TERMS
MV				Net 30

DESCRIPTION

QTY	COST	TOTAL
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PROJECT LOCATION: Encinal High School - 210 Central Ave., Alameda, CA
(BOND WORK 34%)

AREA OF INSPECTION: The area of inspection is defined by information and drawings received August 18, 2017 regarding Approximately 34% of sewer and storm pipes to be Hydroflushed & CCTV inspected which are located on the exterior building school property as shown on (Site plan P1.1) Differential for evening/weekend work hours.

CCTV SCOPE OF WORK: We will endeavor to Hydroflush, inspect and record defects and connections in the above accessible lines of 34 % of sewer and storm pipes as shown on (Site plan P1.1) (After hours)

ASSUMPTIONS: Client shall provide sufficient access points and location for disposal bin for scope of work. If no sufficient access points we will make note of areas and provide to client for access or remove from scope of work.

This estimate is good for 30 days. To schedule this project, please sign and return this agreement.

Signature

Date

TOTAL

Subtronic Corporation

5031 Blum Rd, #2
Martinez, CA 94553

Estimate

Estimate # 25232

Date of Estimate 9/28/2017

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ESTIMATE TO: P.O. #:

SURVEYOR	JOB DATE	DAY	TIME	TERMS
MV				Net 30

DESCRIPTION	QTY	COST	TOTAL
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RECOMMENDATION: Per NASSCO PACP standards. Where practical, TV inspections will be conducted in a manner that provides an unobstructed view of the entire pipe and should be free of debris and obstructions that impede visibility. It is important to fully document structural deficiencies and construction features since those defects and features will have the most long term influence on pipe integrity and pipe management. Therefore we highly recommend the pipes be cleaned prior to any TV inspection work.

PIPE CLEANING METHODOLOGY: We will clean the above pipes using a hydrojetter and extract debris at manholes.

CCTV METHODOLOGY: We will televise the above lines using a high resolution color camera with rotating head, remote iris and light control. Where vehicle access points are limited, hard deviations in pipe or access points prevent transporter from entering, We will attempt to televise the above lines using a push/rod reel with self leveling color camera and footage counter.

This estimate is good for 30 days. To schedule this project, please sign and return this agreement.

Signature

Date

TOTAL

Subtronic Corporation

5031 Blum Rd, #2
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MV				Net 30

DESCRIPTION

QTY	COST	TOTAL
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OBSTRUCTION: Where the camera is obstructed, an attempt to complete the survey will be made by inserting the camera at the opposing end.

QUALIFICATIONS: Class A General Engineering
Contractor, CA License # 940232
Public Works Registration 1000004188

QUALIFICATIONS: TV Inspection will be performed by a certified PACP operator.

PRESENTATION: Observations will be presented on a DVD and a NASSCO PACP database & report issued. Footage and Asset ID numbers will appear on screen for the duration of the survey.

COMPENSATION: For work performed as described above including equipment, personnel and travel costs (port to port) for the sum of:

(BOND WORK 34%) High pressure cleaning and vacuuming, Mobilization/Demobilization	1	1,050.00	1,050.00
(BOND WORK 34%) High pressure cleaning/vacuuming, CCTV inspections, Disposal of material, By pass pumping/Dewatering pipe plugging and DVD with reports, Lump Sum Not to exceed. (Evening/Weekend hours)	1	21,770.00	21,770.00

This estimate is good for 30 days. To schedule this project, please sign and return this agreement.

Signature

Date

TOTAL

Subtronic Corporation

5031 Blum Rd, #2
Martinez, CA 94553

Estimate

Estimate # 25232

Date of Estimate 9/28/2017

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707.576.0829

ESTIMATE TO: P.O. #:

SURVEYOR	JOB DATE	DAY	TIME	TERMS
MV				Net 30

DESCRIPTION	QTY	COST	TOTAL
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PREVAILING WAGE: State & Federal prevailing wage rates
apply to all public works contracts as set forth in Labor Code
Sections 1720, 1720.2, 1720.3, 1720.4, 771. and
DAVIS-BACON ACT Title 40 U.S.C.

This estimate is good for 60 days.

Insurance Coverage:

General Liability: \$2,000,000 per occurrence
\$ 4,000,000 aggregate
Excess/Umbrella Liability: \$5,000,000
Worker's Comp: \$1,000,000 Employer's Liability
Professional Liability: \$1,000,000 per claim
\$2,000,000 annl aggr.
Automobile:\$1,000,000 Combined Single Limit

This estimate is good for 30 days. To schedule this project, please
sign and return this agreement.

Signature _____

Date _____

TOTAL \$22,820.00

This quotation is subject to our Specification and Standard Conditions of Contract.

CA License # 940232