

<b>Board Office Use: Legislative File Info.</b>	
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Introduction Date	6/22/16
Enactment Number	16-1070
Enactment Date	6-22-2016 <i>ON</i>



# Memo

**To** Board of Education

**From** Antwan Wilson, Superintendent and Secretary, Board of Education  
 By: Vernon Hal, Senior Business Officer *VEH*  
 Joe Dominguez, Deputy Chief, Facilities Planning and Management

**Board Meeting Date** May 25, 2016 *J.D.*

**Subject** Contract for Repairs, Maintenance or Small Construction - Alaska Refrigeration Air Conditioning & Heating - HVAC/MRRMS-Various Sites, Buildings & Grounds Department

**Action Requested** Approval by the Board of Education of a Contract for Routine Work, Maintenance and Repairs between the District and Alaska Refrigeration Air Conditioning & Heating, Oakland, CA., for latter to provide routine HVAC/Mechanical repairs and maintenance service at district-wide facilities, on a regular and an as-needed basis including emergency work and repairs, for a period of three (3) years, the Buildings and Grounds HVAC/MRRMS-Various Sites Project, more specifically delineated in the Scope of Service in Exhibit "A", incorporated herein by reference as though fully set forth, for the period commencing May 25, 2016 and concluding no later than February 1, 2019 in an amount not-to exceed \$660,000.00.

**Discussion** Work is needed for normal and on-call HVAC and Mechanical maintenance service including emergency work and repairs at the Sites for the District's Building and Grounds Department.

**LBP** (Local Business Participation Percentage) 100.00%

**Procurement Method** Construction contract formal-Advertised Bid / Awarded to lowest responsive, responsible bidder

**Recommendation** Approval by the Board of Education of a Contract for Routine Work, Maintenance and Repairs between the District and Alaska Refrigeration Air Conditioning & Heating, Oakland, CA., for latter to provide routine HVAC/Mechanical repairs and maintenance service at district-wide facilities, on a regular and an as-needed basis including emergency work and repairs, for a period of three (3) years, the Buildings and Grounds HVAC/MRRMS-Various Sites Project, more specifically delineated in the Scope of Service in Exhibit "A", incorporated herein by reference as though fully set forth, for the period commencing May 25, 2016 and concluding no later than February 1, 2019 in an amount not-to exceed \$660,000.00.

**Fiscal Impact** Fund 01, General Fund

## Attachments

- Small Construction Contract (RFP's) including scope of work
- Certificate of Insurance
- Contractor Proposal



**CONTRACT JUSTIFICATION FORM**  
**This Form Shall Be Submitted to the Board Office**  
**With *Every* Consent Agenda Contract.**

Legislative File ID No. 16-1502

Department: Buildings & Grounds

Vendor Name: Alaska Refrigeration

Project Name: HVAC/MRRMS(Various Sites) Project No.: 15140

Contract Term: Intended Start: 5-25-2016 Intended End: 2/1/2019

Annual (if annual contract) or Total (if multi-year agreement) Cost: \$ 660,000.00

Approved by: Charles Smith

Is Vendor a local Oakland Business or have they met the requirements of the

Local Business Policy? Yes  No

**How was this Vendor selected?**

There was an RFQ process for maintenance services for OUSD projects. This vendor was selected from that pool after submitting a proposal for this project based on their credentials.

**Summarize the services this Vendor will be providing.**

Routine HVAC/mechanical repair and maintenance services at district-wide facilities, on a regular and an as-needed basis including emergency work and repairs, for a period of three (3) years.

Was this contract competitively bid? Yes  No

If No, please answer the following:

- 1) How did you determine the price is competitive?

2) Please check the competitive bid exception relied upon:

- Educational Materials**
- Special Services** contracts for financial, economic, accounting, legal or administrative services
- CUPCCAA exception** (Uniform Public Construction Cost Accounting Act)
- Professional Service Agreements** of less than \$86,000 (increases a small amount on January 1 of each year)
- Construction related Professional Services** such as Architects, DSA Inspectors, Environmental Consultants and Construction Managers (require a "fair, competitive selection process)
- Energy** conservation and alternative energy supply (e.g., solar, energy conservation, co-generation and alternate energy supply sources)
- Emergency** contracts
- Technology** contracts
  - electronic data-processing systems, supporting software and/or services (including copiers/printers) over the \$86,000 bid limit, must be competitively advertised, but any one of the three lowest responsible bidders may be selected
  - contracts for computers, software, telecommunications equipment, microwave equipment, and other related electronic equipment and apparatus, including E-Rate solicitations, may be procured through an RFP process instead of a competitive, lowest price bid process
  - Western States Contracting Alliance Contracts (WSCA)
  - California Multiple Award Schedule Contracts (CMAS) [contracts are often used for the purchase of information technology and software]
- "Piggyback" Contracts** with other governmental entities
- Perishable Food**
- Sole Source**
- Change Order for Material and Supplies** if the cost agreed upon in writing does not exceed ten percent of the original contract price
- Other, please provide specific exception**

3)  **Not Applicable - no exception - Project was competitively bid**

**CONTRACT FOR ROUTINE WORK, MAINTENANCE, AND REPAIRS**  
**HVAC/Mechanical Routine Repair and Maintenance Services**

**THIS CONTRACT** is made and entered into this 7th day of March, 2016 ("Contract"), by and between **Alaska Refrigeration**("Contractor") and Oakland 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.** At the request of the District, the Contractor shall furnish to the District for a total price not to exceed **Six Hundred Sixty Thousand Dollars (\$660,000.00)** ("Contract Price") the following routine work, maintenance, and repairs services ("Services" or "Work"):

- **HVAC/Mechanical Routine Repair and Maintenance Services, as described in Exhibit "A" attached hereto and incorporated herein.**

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 the District's facilities ("Premises" or "Site(s)") as follows:

- **All District Facilities.**

The Project is the scope of Work performed at the Site(s).

4. **Contract Term.** All Work shall be diligently performed by Contractor as required or requested by District during a period of thirty-six (36) months from the date of the District's governing board's approval of this Contract, **commencing June 8, 2016 and concluding no later than February 1, 2019. ("Term")**.

5. **Insurance.**

a. **Insurance:** Contractor shall have and maintain in force during the term of this Contract, with the minimum indicated limits, the following insurance:

<b>Commercial General Liability, with Products and Completed Operations Coverage</b>	\$1,000,000 per occurrence; \$2,000,000 aggregate
<b>Automobile Liability, Any Auto, Combined Single Limit</b>	\$1,000,000 per occurrence; \$2,000,000 aggregate
<b>Workers Compensation</b>	Statutory limits pursuant to State law
<b>Employers' Liability</b>	\$2,000,000

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 the District and/or the individual(s) retained by the District in accordance with title 24 of the California Code of Regulations to monitor and inspect the Project ("Project Inspector"), and/or architect(s)

for the District, and/or construction / project managers for the District.


- 7. **Terms & Conditions.** The Contractor agrees to comply with the Terms and Conditions attached hereto and incorporated herein.
- 8. **Contract Documents.** The Contract Documents include only the following documents, as indicated:

- |  |   |
|--|---|
| <input checked="" type="checkbox"/> Instruction to Bidders   | <input checked="" type="checkbox"/> Roofing Contract Financial Interest Certification         |
| <input checked="" type="checkbox"/> Bid Form   | <input checked="" type="checkbox"/> Asbestos & Other Hazardous Materials Certification        |
| <input checked="" type="checkbox"/> Agreement  | <input checked="" type="checkbox"/> Lead-Product(s) Certification                             |
| <input checked="" type="checkbox"/> Terms and Conditions to Contract                               | <input checked="" type="checkbox"/> Imported Materials Certification                          |
| <input checked="" type="checkbox"/> Prevailing Wage Certification                                  | <input checked="" type="checkbox"/> Insurance Certificates and Endorsements                   |
| <input checked="" type="checkbox"/> Workers' Compensation Certification                            | <input checked="" type="checkbox"/> Local Business Participation Form                         |
| <input checked="" type="checkbox"/> Non-collusion Affidavit  | <input checked="" type="checkbox"/> Exhibit "A" ("Scope of Work", Plans, Work Specifications) |
| <input checked="" type="checkbox"/> Drug-Free Workplace Certificate                                | Other: _____  |
| <input checked="" type="checkbox"/> Tobacco-Free Environment Certification                         |   |
| <input checked="" type="checkbox"/> Criminal Background Investigation/Fingerprinting Certification |   |

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

Dated: April 28, 2016      Dated: \_\_\_\_\_, 20\_\_\_\_

**Oakland Unified School District**

By: <u></u>	By: _____
Print Name: <u>Dagoberto T. Sanchez</u>	Print Name: _____
Print Title: <u>Owner</u>	Print Title: _____

**Information regarding Contractor:**

- Type of Business Entity:
- Individual
  - Sole Proprietorship
  - Partnership
  - Limited Partnership
  - Corporation
  - Limited Liability Company
  - Other: \_\_\_\_\_

94-3207541

Employer Identification and/or Social Security Number

**NOTE: United States Code, title 26, sections 6041 and 6109 require non-corporate recipients of \$600.00 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 notices to proceed ("Notice(s) to Proceed" or "NTP(s)") to Contractor pursuant to the Contract at which time Contractor shall proceed with the Work specified in NTP. The District shall utilize the rates and timeframes identified in Contractor's Bid Form for the performance of the Work of a specific NTP. The liquidated damages identified in this Contract shall be based on the Contractor's failure to meet the time indicated in a specific Notice to Proceed.
2. **SITE EXAMINATION:** With each NTP, Contractor will have examined the Site(s) and certifies that it accepts all measurements, specifications and conditions affecting the Work to be performed at the Site(s). By submitting its quote, Contractor warrants that it has made all Site(s) examination(s) that it deems necessary as to the condition of the Site(s), 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(s).
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. **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.
5. **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.
6. **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.
7. **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.

8. **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(s) differing from those indicated; or (3) Unknown physical conditions at the Site(s) 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.
9. **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.
10. **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(s) and shall not again be employed at Site(s) without written consent from the District.
11. **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
12. **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.
13. **SUBSTITUTIONS:** No substitutions of material from those specified in the Work Specifications shall be made without the prior written approval of the District.
14. **CONTRACTOR SUPERVISION:** Contractor shall provide competent supervision of personnel employed on the job Site, use of equipment, and quality of workmanship,
15. **CLEAN UP:** Debris shall be removed from the Premises. The Site(s) shall be in order at all times when work is not actually being performed and shall be maintained in a reasonably clean condition.



16. **ACCESS TO WORK:** District representatives shall at all times have access to the Work wherever it is in preparation or in progress. Contractor shall provide safe and proper facilities for such access.
17. **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.
18. **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.
19. **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.
20. **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.
21. **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.
22. **INDEMNIFICATION / HOLD HARMLESS CLAUSE:** To the furthest extent permitted by California law, Contractor shall defend, indemnify, and hold harmless the District, their agents, representatives, officers, consultants, employees, and volunteers (the "indemnified parties") from any and all demands, losses, liabilities, claims, suits, and actions (the "claims") of any kind, nature, and description, including, but not limited to, attorneys' fees and costs, directly or indirectly arising from personal or bodily injuries, death, property damage, or otherwise arising out of, connected with, or resulting from the performance of 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 District.
23. **PAYMENT:** On a monthly basis, Contractor shall submit an application for payment based upon the estimated value for Work performed under the Contract as of the date of submission ("Application for Payment") based on number of Units performed and the associated "Price/Unit." The Application for Payment must include evidence of Contractor's performance of Work and compliance with the Contract Documents, including labor and apprenticeship requirements. 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 ten percent (10%) from all amounts owing as retention. Retention shall be paid pursuant to Public Contract Code sections 7107, 7200, 7201 and 9200, et seq.

24. **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.
25. **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.
26. **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 and Housing 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).
27. **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.
28. **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.
29. **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.
30. **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.

31. **DISPUTES:** In the event of a dispute between the Parties as to performance of the Work, the interpretation of this Contract, or payment or nonpayment for Work performed or not performed, the Parties shall attempt to resolve the dispute by those procedures set forth in Public Contract Code section 20104, et seq., if applicable. 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. All claims over Three Hundred Seventy-Five Thousand Dollars (\$375,000), which are outside the scope of Public Contract Code section 20104, et seq., may be determined by independent arbitration if mutually agreeable, otherwise by litigation.

31.1. Notice of the demand for arbitration of a dispute shall be filed in writing with the other Party.

31.2. The demand for arbitration of any claim of over Three Hundred Seventy-five Thousand Dollars (\$375,000) shall be made within a reasonable time after written notice of the dispute has been provided to the other Party, but in no case longer than ninety (90) days after initial written notice, and the demand shall not be made later than the time of Contractor submission of the request for final payment.

32. **LABOR CODE REQUIREMENTS:** Contractor shall comply with all applicable provisions of the California Labor Code, Division 2, 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). Pursuant to sections 1770 et seq. of the California Labor Code, Contractor and all subcontractors under Contractor shall pay all workers on all work performed pursuant to this Contract not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the State of California Department of Industrial Relations (DIR) for the type of work performed and the locality in which the work is to be performed within the boundaries of the District, pursuant to sections 1770 et seq. of the California Labor Code. Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Contract, as determined by the DIR are available from the District or on the internet (<http://www.dir.ca.gov>).

33. **CONTRACTOR REGISTRATION:** Contractor shall ensure that Contractor and its Subcontractors comply with the registration and compliance monitoring provisions of Labor Code section 1771.4, including furnishing its Certified Payroll Records to the Labor Commissioner, and are registered pursuant to Labor Code section 1725.5. Labor Code section 1771.1(a) states the following:

"A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded."

- 34. LOCAL, SMALL LOCAL AND SMALL LOCAL RESIDENT BUSINESS ENTERPRISE PROGRAM (L/SL/SLRBE):** The District has established a mandatory Local, Small Local and Small Local Resident Business Enterprise Program (L/SL/SLRBE) to further encourage and facilitate full and equal opportunities for local and small Alameda County business owners who are interested in doing business and working on the District's General Obligation Bond Projects. The District's goal is to partner with the local community and demonstrate its leadership through this program, aimed at harnessing local resources to achieve maximum local benefits. The Contractor shall comply with the L/SL/SLRBE.
- 35. 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.
- 36. 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.
- 37. 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.
- 38. 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.
- 39. 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.
- 40. 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.
- 41. ENTIRE CONTRACT:** This Contract sets forth the entire Contract between the Parties hereto and fully supersedes any and all prior agreements or understandings, 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.

**EXHIBIT "A"**  
**"SCOPE OF WORK," PLANS, SPECIFICATIONS**

**SCOPE OF WORK**

**Sites:**

- The following Scope of Work and Services shall be performed as required or requested by District at the following District facilities ("Site(s)"): All District facilities.

**General Description of Services:**

- Contractor shall provide normal and on-call HVAC and Mechanical maintenance services, including emergency work and repairs, at the Sites for the District's Building and Grounds ("B&G") Department.
- The equipment to be maintained includes but is not limited to, chillers, air handlers, evaporative coolers, split systems, exhaust fans, boilers, pumps, gas fired unit heaters, package units and forced air systems. The equipment to be maintained is of various types of manufacturers.
- The safety of Contractor's employees or representatives and others in or around the area of repairs or maintenance is the responsibility of Contractor. Contractor, its employees, and its representatives shall comply with the current 29 CFR 1910 OSHA General Industry Regulations. District will accept no responsibility or liability for accidents caused by the lack of safety equipment and or procedures or the improper installation of equipment or workmanship. Work in vaults requires the use of an air monitoring device at all times as well as following the District's safety protocols to include wearing of hard hats and safety glasses. Safety hazards noticed by servicing personnel shall be immediately reported verbally, followed by a written statement to the District Facility Manager or representative, if barricades are needed to ensure safety, Contractor shall provide them at no cost to District. Equipment Lockout/Tag out procedures shall be followed and coordinated with District building maintenance personnel.

**Services shall include, without limitation, routine work, repair, and/or maintenance of:**

- Split and package HVAC units, forced air systems, and gas fired heaters;
- Evaporative coolers;
- Commercial air handlers, exhaust fans, duct work, and related components;
- Commercial chiller units, systems, and related components;
- Commercial boiler units, systems, and related components.

**Contractor acknowledges and agrees to the following, without limitation:**

- Maintain and service all equipment described herein using a Journeyman or equivalent technical level personnel.
- Notify the District Facilities Manager anytime Contractor or representatives come on site. Contractor shall not subcontract any of the work to any other company.
- Contractor must have a minimum of two certified technicians. One is required to have at least 10 years of refrigeration, and/or mechanical, and control experience. This is to ensure that the District always has access to at least one of the certified technicians. Both technicians must have overall knowledge of all of the District's equipment. Both technicians shall be qualified to work on electrical systems.
- Contractor must have a 24/7 on-call service availability for emergency calls or other type of outages with a 30 minute returned phone call response time.
- Maintenance work or repairs shall be performed during the regular hours of 7:00 A.M. through

5:00 P.M., Monday through Friday, unless specified by the District Facilities Manager or representative. The District accepts that after hours and/or holidays may be at a different rate.

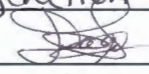
- Contractor must have access to a fabrication shop.
- A certified technician and District Facilities Manager need to be present for boiler inspections.
- Service inspections shall be posted for each piece of equipment.
- Worksheets for all work shall be reviewed upon request by the Facilities Manager or Authorized District Representative every month prior to billing. Work completed must be billed within 30 days of the work being completed.
- A record log of maintenance performed for District shall be maintained by service personnel. This record shall contain only District sites and be made available for review upon request to the District Facilities Manager or District supervisory personnel.
- All filters shall be pleated and meet a minimum MERV 8 rating unless specified differently by the District Facilities Manager or representative.
- Contractor shall maintain all equipment in accordance with the manufacturer's recommendation unless specified by the District Facilities Manager or representative.
- Must obtain prior authorization for repairs or other work outside the scope of preventive maintenance work. A quote must be obtained for any Work performed outside of the Contractor's normal maintenance Scope of Work. Phone call authorization requires a quote over the phone and a written confirmation after the Work has been completed. District reserves the right to obtain additional work quotes and service from trade companies other than Contractor.

Service specifications and frequencies shall include, but are not limited to:

- Maintenance frequency is equipment dependent and can be quarterly, bi-annually, annually or as requested.
- Contractor will meet with the District Facilities Manager or representative to set specific dates and times for the scheduled maintenance on a monthly basis and to review invoices for accuracy and acceptance.
- Some equipment will need filters replaced due to various reasons or requests in addition to the regularly scheduled maintenance and shall not be considered part of normal scheduled maintenance.
- Quarterly maintenance will normally be scheduled during the month of February for the first quarter, May for the second, August for the third, and November for the fourth, unless otherwise specified by the Facilities Manager or authorized District representative.
- Bi-Annual maintenance will normally be scheduled for the month of April for the first service and September for the second unless otherwise specified by the Facilities Manager or authorized District representative.
- Annual maintenance will normally be performed during the month of September unless specified by the Facilities Manager or Authorized District Representative.
- Contractor shall ensure that the equipment shall have bearings lubed, belts checked and replaced as needed or per manufactures recommendation unless specified by the Facilities Manager or authorized District representative.

**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: April 28, 2016  
Proper Name of Contractor: Alaska Refrigeration Air Conditioning & Heating Co.  
Signature:   
Print Name: Dagoberto T. Sanchez  
Title: Owner

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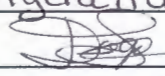
**WORKERS' COMPENSATION CERTIFICATION**

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: April 28, 2016  
Proper Name of Contractor: Alaska Refrigeration Air Conditioning & Heating Co  
Signature:   
Print Name: Dagoberto T. Sanchez  
Title: Owner

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

**NON-COLLUSION AFFIDAVIT**  
**Public Contract Code § 7106**

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

The undersigned declares:

I am the Owner [PRINT YOUR TITLE]

of Alaska Refrigeration, Air Conditioning & Heating Co [PRINT FIRM NAME],

the party making the foregoing Contract.


The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on the following date:

Date: April 28, 2016

Proper Name of Bidder: Alaska Refrigeration Air Conditioning & Heating Co

Signature: 

Print Name: Dagoberto T. Sanchez

Title: Owner

(ATTACH NOTARIAL ACKNOWLEDGMENT FOR THE ABOVE SIGNATURE)

END OF DOCUMENT



**CRIMINAL BACKGROUND INVESTIGATION/FINGERPRINTING CERTIFICATION**

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

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

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

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

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

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

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

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

2. **Megan's Law (Sex Offenders).** I have verified and will continue to verify that the employees of Contractor that will be on the Project site and the employees of the Subcontractor(s) that will be on the Project site are **not** listed on California's "Megan's Law" Website (<http://www.meganslaw.ca.gov/>).

Contractor's responsibility for background clearance extends to all of its employees, subcontractors, and employees of subcontractors coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors of the Contractor.

Date:

April 28, 2016

Proper Name of Contractor:

Alaska Refrigeration Air Conditioning & Heating Co

Signature:



Print Name:

Dagoberto T. Sanchez

Title:

Owner

**ROOFING CONTRACT FINANCIAL INTEREST CERTIFICATION**  
**(Public Contract Code § 3006)**

**FOR PROJECTS WITH ROOFING COMPONENTS:**

I, \_\_\_\_\_, \_\_\_\_\_  
Name Name of Contractor

certify that I have not offered, given, or agreed to give, received, accepted, or agreed to accept, any gift, contribution, or any financial incentive whatsoever to or from any person in connection with a roof project contract or subcontract on the Project. As used in this certification, "person" means any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

Furthermore, I \_\_\_\_\_, \_\_\_\_\_  
Name Name of Contractor

certify that I do not have, and throughout the duration of the Contract, I will not have, any financial relationship in connection with the performance of the Contract with any architect, engineer, roofing consultant, materials manufacturer, distributor, or vendor that is not disclosed below.

I, \_\_\_\_\_, \_\_\_\_\_  
Name Name of Contractor

have the following financial relationships with an architect, engineer, roofing consultant, materials manufacturer, distributor, or vendor, or other person in connection with the following roof project contract:

Name of firm ("Firm"): \_\_\_\_\_

Mailing address: \_\_\_\_\_

Address of branch office used for this Project: \_\_\_\_\_

If subsidiary, name and address of parent company: \_\_\_\_\_

**FOR PROJECTS WITHOUT SUBSTANTIVE ROOFING COMPONENTS:**

Check the following box and execute this certification.



The Work on the Contract (1) does not include the replacement or repair of a roof or (2) is a repair of twenty five percent (25%) or less of the roof, (3) or is a repair project that has a total cost of twenty one thousand dollars (\$21,000) or less.

I certify that to the best of my knowledge, the contents of this disclosure are true, or are believed to be true.

Date: April 28, 2016

Proper Name of Contractor: Alaska Refrigeration Air Conditioning & Heating Co

Signature: \_\_\_\_\_

Print Name: Owner

**ASBESTOS & OTHER HAZARDOUS MATERIALS CERTIFICATION**

Contractor hereby certifies that no Asbestos, or Asbestos-Containing Materials, polychlorinated biphenyl (PCB), or any material listed by the federal or state Environmental Protection Agency or federal or state health agencies as a hazardous material, or any other material defined as being hazardous under federal or state laws, rules, or regulations "New Material Hazardous", shall be furnished, installed, or incorporated in any way into the Project or in any tools, devices, clothing, or equipment used to affect any portion of Contractor's work on the Project for District.


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

Asbestos and/or asbestos-containing material shall be defined as all items containing but not limited to chrysotile, crocidolite, amosite, anthophyllite, tremolite, and actinolite. Any or all material containing greater than one-tenth of one percent (.1%) asbestos shall be defined as asbestos-containing material.

Any disputes involving the question of whether or not material is New Hazardous Material shall be settled by electron microscopy or other appropriate and recognized testing procedure, at the District's determination. The costs of any such tests shall be paid by Contractor if the material is found to be New Hazardous Material.

All Work or materials found to be New Hazardous Material or Work or material installed with "New Hazardous Material" containing equipment will be immediately rejected and this Work will be removed at Contractor's expense at no additional cost to the District.

Contractor has read and understood the document Hazardous Materials Procedures & Requirements, and shall comply with all the provisions outlined therein.

Date: April 28, 2016  
Proper Name of Contractor: Alaska Refrigeration Air Conditioning & Heating Co  
Signature:   
Print Name: Dagoberto T. Sanchez  
Title: Owner

**LEAD-PRODUCT(S) CERTIFICATION**

California Occupational Safety and Health Administration (CalOSHA), Environmental Protection Agency (EPA), California Department of Health Services (DHS), California Department of Education (CDE), and the Consumer Product Safety Commission (CPSC) regulate lead-containing paint and lead products. Because the Contractor and its employees will be providing services for the District, and because the Contractor's work may disturb lead-containing building materials, **CONTRACTOR IS HEREBY NOTIFIED** of the potential presence of lead-containing materials located within certain buildings utilized by the District. All school buildings built prior to 1993 are presumed to contain some lead-based paint until sampling proves otherwise.


The CDE mandates that school districts utilize DHS lead-certified personnel when a lead-based hazard is identified. Examples of lead-certified personnel include: project designers, inspectors, and abatement workers. Furthermore, since it is assumed by the district that all painted surfaces (interior as well as exterior) within the District contain some level of lead, it is imperative that the Contractor, its workers and subcontractors fully and adequately comply with all applicable laws, rules and regulations governing lead-based materials (**Including Title 8, California Code of Regulations, Section 1532.1**). Any and all Work which may result in the disturbance of lead-containing building materials must be coordinated through the District.

The California Education Code also prohibits the use or import of lead-containing paint, lead plumbing and solders, or other potential sources of lead contamination in the construction of any new school facility or in the modernization or renovation of any existing school facility. The Contractor shall provide the District with any sample results prior to beginning Work, during the Work, and after the completion of the Work. The District may request to examine, prior to the commencement of the Work, the lead training records of each employee of the Contractor.

If failure to comply with these laws, rules, and regulations results in a site or worker contamination, the Contractor will be held solely responsible for all costs involved in any required corrective actions, and shall defend, indemnify and hold harmless the District, pursuant to the indemnification provisions of the Contract, for all damages and other claims arising therefrom. If lead disturbance is anticipated in the Work, only persons with appropriate accreditation, registrations, licenses and training shall conduct this Work.

It shall be the responsibility of the Contractor to properly dispose of any and all waste products, including but not limited to, paint chips, any collected residue, or any other visual material that may occur from the prepping of any painted surface. It will be the responsibility of the Contractor to provide the proper disposal of any hazardous waste by a certified hazardous waste hauler. This company shall be registered with the Department of Transportation (DOT) and shall be able to issue a current manifest number upon transporting any hazardous material from any school site within the District.

THE UNDERSIGNED HEREBY ACKNOWLEDGES, UNDER PENALTY OF PERJURY, THAT HE OR SHE HAS RECEIVED NOTIFICATION OF POTENTIAL LEAD-BASED MATERIALS ON THE OWNER'S PROPERTY, AS WELL AS THE EXISTENCE OF APPLICABLE LAWS, RULES AND REGULATIONS GOVERNING WORK WITH, AND DISPOSAL OF, SUCH MATERIALS WITH WHICH IT MUST COMPLY. THE UNDERSIGNED ALSO WARRANTS THAT HE OR SHE HAS THE AUTHORITY TO SIGN ON BEHALF OF AND BIND THE CONTRACTOR.

Proper Name of Contractor: Alaska Refrigeration Air Conditioning & Heating Co Date: April 28, 2016  
Signature:   
Print Name: Dagoberto T. Sanchez  
Title: Owner

## DRUG-FREE WORKPLACE CERTIFICATION

PROJECT/CONTRACT NO.: 15140 between Oakland Unified School District (the "District" or the "Owner") and Alaska Refrigeration A/C & Heating Co (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 sections 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 sections 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 sections 8350 et seq. and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990.

Date: April 28, 2016

Proper Name of Contractor: Alaska Refrigeration Air Conditioning & Heating Co

Signature: 

Print Name: Dagoberto T. Sanchez

Title: Owner

END OF DOCUMENT

**TOBACCO-FREE ENVIRONMENT CERTIFICATION**

PROJECT/CONTRACT NO.: 15140 between Oakland Unified School District (the "District" or the "Owner") and Alaska Refrigeration A/c & Heating Co (the "Contractor" or the "Bidder") (the "Contract" or the "Project").

This Tobacco-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: April 28, 2016

Proper Name of Contractor: Alaska Refrigeration Air Conditioning & Heating Co

Signature: 

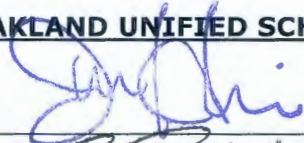
Print Name: Dagoberto T. Sanchez

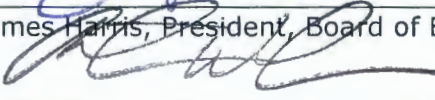
Title: Owner

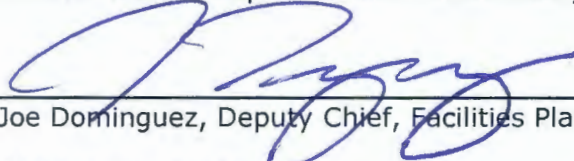
END OF DOCUMENT

ACCEPTED AND AGREED on the date indicated below:

**OAKLAND UNIFIED SCHOOL DISTRICT**

  
James Harris, President, Board of Education 6/23/16  
Date

  
Antwan Wilson, Superintendent & Secretary, Board of Education 6/23/16  
Date

  
Joe Dominguez, Deputy Chief, Facilities Planning & Management Date

**APPROVED AS TO FORM:**

\_\_\_\_\_  
OUSD Facilities Legal Counsel Date

**CONTRACTOR**



April 28-16  
Date

File ID Number: 16-1502  
Introduction Date: 6/22/16  
Enactment Number: 16-107  
Enactment Date: 6/22/16  
By: aa





Policy Number:

Date Entered: 04/20/2016

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
4/20/2016

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 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).

PRODUCER Guarino Insurance Agency 1570 The Alameda #226 San Jose CA 95126	CONTACT NAME: Mike Guarino	
	PHONE (A/C, No, Ext): (408) 248-0909 FAX (A/C, No): (408) 692-1442 E-MAIL ADDRESS: mike@mikeguarino.com/bweberguarino@gmail.com	
INSURED Alaska Refrigeration, Air Conditioning & Heating Company 1651 27th Ave Oakland, CA 94601	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Mesa Underwriters Specialty Insurance Co	
	INSURER B: Truck Insurance Exchange	
	INSURER C: State Compensation Insurance Fund	
	INSURER D:	
	INSURER E:	

### COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>		MP0004008007001	06/27/2015	06/27/2016	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$1,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$1,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	<input checked="" type="checkbox"/>		604835463	07/25/2015	07/25/2016	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/>	N/A	9061149-15	07/01/2015	07/01/2016	PER STATUTE OTH-ER E.L. EACH ACCIDENT \$2,000,000 E.L. DISEASE - EA EMPLOYEE \$2,000,000 E.L. DISEASE - POLICY LIMIT \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Air Conditioning, Refrigeration, Heating contractor in California

Certificate holder is also named as additional insured on both the General Liability & Automobile Liability

<b>CERTIFICATE HOLDER</b> OAKLAND UNIFIED SCHOOL DISTRICT AND ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS AND REPRESENTATIVES 955 HIGH STREET OAKLAND, CA 94601	<b>CANCELLATION</b> RESERVATION OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – SCHEDULED PERSON OR  
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
OAKLAND UNIFIED SCHOOL DISTRICT AND ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS AND REPRESENTATIVES 955 HIGH STREET OAKLAND, CA 94601	955 HIGH STREET OAKLAND, CA 94601
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but 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(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. 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
2. 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.

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

## DESIGNATED INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
GARAGE COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM  
TRUCKERS COVERAGE FORM

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

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective: 04/14/16	Countersigned By:          (Authorized Representative)
Named Insured: SANCHEZ, DAGOBERTO	

### SCHEDULE

Name of Person(s) or Organization(s): OAKLAND UNIFIED SCHOOL
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(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to the endorsement.)

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in **Section II** of the Coverage Form.

Attach to your policy with the same policy number shown on this endorsement.

**ENDORSEMENT**

Effective

Date 04/14/16

60483-54-63

Policy Number  
of the Company designated  
in the Declarations

ADDITIONAL INSURED - CA20480299  
ADDITIONAL INSURED-DESIGNATED INSURED  
OAKLAND UNIFIED SCHOOL  
DISTRICT, AND ITS DIRECTORS,  
OFFICERS, EMPLOYEES, AGENTS AND REPRESENTATIVES

This endorsement is part of your policy. It supersedes and controls anything to the contrary. It is otherwise subject to all other terms of the policy.

COUNTERSIGNED \_\_\_\_\_

(Date)



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

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; 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.



## CONTRACT FOR REPAIRS, MAINTENANCE OR SMALL CONSTRUCTION (CUPCCAA) ROUTING FORM

Project Information			
Project Name	HVAC/MRRMS-Various Sites	Site	988 ✓
Basic Directions			
Services cannot be provided until the contract is fully approved and a Purchase Order has been issued.			
Attachment Checklist	<input type="checkbox"/> Proof of general liability insurance, including certificates and endorsements, if contract is over \$15,000 <input type="checkbox"/> Workers compensation insurance certification, unless vendor is a sole provider		

Contractor Information							
Contractor Name	Alaska Refrigeration Air Conditioning & Heating	Agency's Contact	Alison Siegel				
OUSD Vendor ID #	V058486	Title	Project Manager				
Street Address	1651 27 <sup>th</sup> Avenue	City	Oakland	State	CA	Zip	94601
Telephone	510-261-9202	Policy Expires					
Contractor History	Previously been an OUSD contractor? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Worked as an OUSD employee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
OUSD Project #	15140 (PR1611)						

Term			
Date Work Will Begin	5-25-2016	Date Work Will End By <small>(not more than 5 years from start date)</small>	2-1-2019

Compensation			
Total Contract Amount	\$	Total Contract Not To Exceed	\$660,000.00
Pay Rate Per Hour (If Hourly)	\$	If Amendment, Changed Amount	\$
Other Expenses		Requisition Number	

Budget Information				
<i>If you are planning to multi-fund a contract using LEP funds, please contact the State and Federal Office before completing requisition.</i>				
Resource #	Funding Source	Org Key	Object Code	Amount
8150 ✓	Fund 01, General Fund	9889000808 ✓	5670	\$660,000.00

Approval and Routing (in order of approval steps)					
Services cannot be provided before the contract is fully approved and a Purchase Order is issued. Signing this document affirms that to your knowledge services were not provided before a PO was issued.					
1.	Division Head	Phone	510-535-7038	Fax	510-535-7082
	Director, Facilities Planning and Management				
	Signature	Date Approved	5/9/16		
2.	General Counsel, Department of Facilities Planning and Management				
	Signature	Date Approved	5-4-16		
3.	Interim Deputy Chief, Facilities Planning and Management				
	Signature	Date Approved			
4.	Chief Operations Officer, Board of Education				
	Signature	Date Approved			
5.	President, Board of Education				
	Signature	Date Approved			