



**Temple City Unified School District**

**9700 Las Tunas Drive**

**Temple City, CA 91780**

**Request for Proposal**

**RFP 22-23/001P CalSHAPE HVAC Services**

**Released:**

**August 22, 2022**

**Advertised:**

**August 23, 2022 and August 30, 2022**

**Bid Opening:**

**September 6, 2022 @ 1:00 p.m.**

**NOTICE INVITING BIDS  
TEMPLE CITY UNIFIED SCHOOL DISTRICT**

Notice is hereby given that the **Temple City Unified School District (“District” or “Owner”)** will receive sealed bids for the award of contract(s) for:  
**RFP 22-23/001P CalSHAPE HVAC Services.**

ALL PROPOSALS ARE DUE BY 1:00 p.m. ON SEPTEMBER 6, 2022, via email.  
**Electronic submissions are requested, and it is recommended that your submission be sent in advance of the deadline in case of server delays.** All bids shall be made on form(s) furnished by the DISTRICT. Each bid must be accompanied by any required security and a list of any proposed contractors. Bids must conform with and be responsive to the contract documents, copies of which may be obtained at <https://www.tcusd.net/departments/purchasing/notice-to-bidders/>, Departments, Business Services, Notice to Bidders. **Proposals received after the exact time and date noted will NOT be considered for the bid process.**

In accordance with provisions of Government Code section 4590, substitution of eligible and equivalent securities for any monies withheld to ensure performance under this contract will be permitted at the request and expense of the Contractor.

DISTRICT reserves the right to reject any and all bids or to waive irregularities in any bid.

Diana Vasquez, Director of Purchasing  
Publish: August 23, 2022 & August 30, 2022

## REQUEST FOR PROPOSAL

### RFP 22-23/001P CalSHAPE HVAC Services

#### INTRODUCTION

The Temple City Unified School District ("District") requests qualified Contractor firms to submit their qualifications and proposal for services ("Services") for HVAC assessments, repair and maintenance, carbon dioxide monitor installation, MERV-13 Filter installation, controls upgrades, reporting, and verification to be funded by the California Schools Healthy Air, Plumbing, and Efficiency ("CalSHAPE") Ventilation Program enacted under Assembly Bill 841. The District has successfully submitted its CalSHAPE Applications and has received approved funding for 5 Sites (Attachment A).

The goals of the project are to improve HVAC system energy efficiency, safety, or performance and complete all services mandated by the CalSHAPE Ventilation Program Guidelines (Attachment B) for current and future approved funding applications. While this RFQ/RFP focuses on the above services, the firms selected may, at the sole discretion of the District, be engaged in other projects as designated by the District.

#### I. RFQ/P PROCESS

The District intends to award an implementation agreement for energy conservation services under the provisions of California Government Code sections 4217.10-4217.18 which requires that program savings pay for the cost of improvements. The District, at its sole discretion, may select the awarded respondent(s) for subsequent phases of work. The District, at its sole discretion, also reserves the right to reject any or all bidders.

Questions regarding this RFQ/RFP must be submitted in writing by e-mail to Temple City Unified School District at [asalazar@tcusd.net](mailto:asalazar@tcusd.net), Director of Facility Services & Maintenance on or before September 1, 2022 at 1:00 p.m.. All responses to questions will be sent to respondents by 3:00 p.m. on September 2, 2022.

ALL PROPOSALS ARE DUE BY 1:00 p.m. ON SEPTEMBER 6, 2022, via email.

**Electronic submissions are requested, and it is recommended that your submission be sent in advance of the deadline in case of server delays.** RFQ/RFPs received after this date and time will not be accepted.

Each RFQ/RFP must conform and be responsive to the requirements set forth, in this RFQ/RFP, and must be submitted in the format specified by the District as defined in this RFQ/RFP. The District reserves the right to waive any informalities or irregularities in the RFQ/RFP. Further, the District reserves the right to reject all RFQ/RFPs and to negotiate contract terms with one or more respondents.

The District anticipates the following proposed timeline for procurement events.

<b>Event</b>	<b>Date</b>
Deadline for Questions	September 1, 2022 @ 1:00 p.m.
District Issues Responses to all Respondents	September 2, 2022
Proposal Submittal Deadline	<b>September 6, 2022 @ 1:00 p.m.</b>
District Evaluation of Proposals	September 7, 2022
Anticipated Award Date	September 14, 2022

## **II. MINIMUM REQUIREMENTS**

Respondents must meet the following minimum requirements to participate in the District's RFQ/RFP process:

- Successful implementation of at least five (5) California K-12 large-scale HVAC projects, with customer references, for which the respondent has provided turnkey energy services in the past three (3) years.
- Licensed with Contractors State License Board of California, with active standing. Minimum License Requirements: C-7, C-10, C-20.
- Registered as public works contractor with the Department of Industrial Relations.
- Access to licensed, credentialed, trained, and knowledgeable staff, as follows:
  - Firm must employ or subcontract with a minimum of two (2) mechanical P.E.'s licensed by the state of California.
  - Firm must employ or subcontract with a minimum of one (1) Certified Energy Manager (CEM).
- In order to comply with the requirements of the CalSHAPE Ventilation program, the following qualifications are required for the firm providing the Services. The qualifications must be met by firm's personnel or under subcontract, as described below:
  - Qualified testing personnel, meaning either:
    - (1) An HVAC acceptance test technician certified to complete the forms set forth in subparagraph (B) of paragraph (1) of subdivision (b) of Section 10-103.2 of Part 1 of Title 24 of the California Code of Regulations by an Acceptance Test Technician Certification Provider (ATTCP) that is approved by the Energy Commission to provide that certification.
    - (2) Or, a certified testing, adjusting, and balancing (TAB) technician: A technician certified to perform testing, adjusting, and balancing of HVAC systems by the Associated Air Balance Council (AABC), the National Environmental Balancing

Bureau (NEBB), or the Testing, Adjusting and Balancing Bureau (TABB).

- Qualified adjusting personnel, meaning either:
  - (1) A certified TAB technician, as defined above.
  - (2) A Skilled and Trained Workforce under the supervision of a TAB Technician.
- Extensive experience with Office of Public School Construction (OPSC), CDE, DSA, the public school construction building and design codes, including but not limited to California Building and Electrical Codes, and Title 24 of the California Code of Regulations, is mandatory.
- Firm must have an in-house, full-service automation group capable of installing and servicing various building automation systems.
- Minimum of \$5 Million in bonding capacity.

Failure to provide accurate and complete information as requested is grounds for disqualification.

### **III. SCOPE OF WORK**

Upon award, the selected respondent(s) will be required to perform all HVAC Contractor scope of work for the HVAC Assessment and Maintenance Pathway requirements included in the CA Energy Commission CalSHAPE Ventilation Program Guidelines (Attachment B). Scope of work applies to the attached list of school sites and associated funding (Attachment A). The District will apply for an additional 20 percent of the requested amount as a contingency fund for necessary repairs, upgrades, or replacements.

Contractor shall refer to Sections B, C, D, E, F, and G for detailed scope of services in the CalSHAPE Guidelines which includes an HVAC Assessment, HVAC Maintenance and Repairs, MERV Filter and carbon dioxide monitor installations. Contractor to provide all data and coordinate with District's Energy Consultant in the reporting and completion of the HVAC Assessment Reports for each site.

The scope of work is summarized herein and includes, but is not limited to, the following tasks.

#### **1. HVAC Assessment and Report Development**

- Perform HVAC Assessment of all air-handling units, rooftop units and unitary and single zone equipment of the school site's HVAC system and record all data, results, and findings from the field assessments on CEC required HVAC Forms.
- Document and record field assessment data and readings on CEC HVAC Worksheets (Attachment C). The worksheets are intended to be used for information gathering purposes only since completion of these worksheets does not constitute an HVAC Assessment Report.

- Provide required Licensed Professional to develop HVAC Assessment Report for each site including description of all deficiencies for HVAC systems or components that are broken, fail to meet minimum ventilation requirements, or are inoperable and document all deficiencies.

## **2. Filtration**

- Install filtration with a minimum efficiency reporting value (MERV) of 13 or better in the HVAC system where feasible. If MERV 13 is not feasible, then the highest MERV filtration that can be used in the HVAC system without adversely impacting the equipment shall be installed.
- Qualified Testing Personnel shall test system capacity and airflow to determine the highest MERV filtration that can be installed without adversely impacting equipment, shall replace or upgrade filters where needed, and shall verify that those filters are installed correctly.
- Economizer dampers and controls that are not properly functioning shall be repaired by a Skilled and Trained Workforce.

## **3. Ventilation**

- Qualified Testing Personnel shall verify the ventilation rates in the facility classrooms, auditoriums, gymnasiums, nurses offices, restrooms, and other occupied areas to assess whether they meet the minimum ventilation rate requirements set forth in Table 120.1-A of Part 6 (commencing with Section 100.0) of Title 24 California Code of Regulations.
- Calculate the required minimum outside air ventilation rates for each occupied area based on the anticipated occupancy and the minimum required ventilation rate per occupant set forth in Table 120.1-A.
- Measurement of outside air under Section B of CEC form [CEC-NRCA-MCH-02-A–Outdoor Air Acceptance](https://energycodeace.com/NonresidentialForms/2019) (<https://energycodeace.com/NonresidentialForms/2019>) and verification of whether the system provides the minimum outside air ventilation rates calculated in subparagraph a) directly above.
- Verify if inlets and outlets are balanced within tolerance of the system design. Document read values and deficiencies.
- Verification of building pressure relative to the outdoors to ensure positive pressure differential and ensure the building is not over-pressurized.
- Verification of coil velocities and coil and unit discharge air temperatures required to maintain desired indoor conditions and avoid moisture carryover from cooling coils.
- Measurement of all exhaust air volume for exhaust fans, including restrooms. Document any discrepancies from system design.
- If the system does not meet the minimum ventilation rate requirements set forth in Table 120.1-A, the system shall be adjusted to the highest minimum ventilation

possible without adversely impacting equipment performance.

#### 4. Demand Control Ventilation

- If a demand control ventilation is installed, it must be adjusted to a carbon dioxide set point of 800 parts per million (ppm) or less and tested by Qualified Testing Personnel pursuant to Section B of [CEC-NRCA-MCH-06-A–Demand Control Ventilation Systems Acceptance](https://energycodeace.com/NonresidentialForms/2019) (<https://energycodeace.com/NonresidentialForms/2019>).
- If the demand control ventilation system does not maintain average daily maximum carbon dioxide levels below 1,100 ppm, it must be disabled until such time as the LEA determines that the COVID-19 crisis has passed unless disabling the control would adversely affect operation of the overall system.

#### 5. Coil Condition

- A Qualified Testing Personnel or a Skilled and Trained Workforce shall verify: 1. Coil condition, condensate drainage, cooling coil air temperature differentials (entering and leaving dry bulb), heat exchanger operation, drive assembly.

#### 6. Additional Requirements

- A Qualified Testing or Adjusting Personnel shall review control sequences to verify systems will maintain intended ventilation, temperature, and humidity conditions during school operation.
- Building Automation System (BAS) installation, upgrade, or expansion leveraging existing technology.
- Carbon dioxide monitoring and monitor installation.

After the 20% contingent funding is secure, the selected Contractor will provide turnkey implementation services for the approved scope of work including all necessary permits, engineering, any Division of the State Architect (DSA) requirements, procurement, delivery, installation, commissioning, training, warranty service, and compliance with any applicable funding programs. After the scope of work has been fully implemented, the selected respondent will be required to provide measurement & verification services to monitor post-retrofit utility usage and track energy savings.

### IV. PROPOSAL SUBMISSION REQUIREMENTS

Proposals shall respond to each item noted and follow the format described below. Please limit response information to no more than twenty (20) pages and include relevant information only (Cover Page, Letter of Interest, Table of Contents, and Resumes do not count towards page count). Submitted materials are limited to 8-1/2 x 11 sized paper. It is the bidder's responsibility to check the district website for any updated documentation required for bid submission. **Late responses will not be accepted.**

Proposals shall be submitted via email to [dvasquez@tcusd.net](mailto:dvasquez@tcusd.net) by 1:00 p.m. on September 6, 2022. It is recommended that your submission be sent in advance of the deadline in case

of server delays.

Proposals should be divided by electronic tab sections according to items in the index. This will assist the evaluating team in identifying items and information submitted with the proposal. The table of contents of the proposal should include a clear and complete identification of the materials submitted by tab section and page number.

Tab 1: Cover Letter/Letter of Interest

Provide a letter no more than two (2) pages of introduction signed by an authorized office of the organization. Clearly identify the individual(s) who are authorized to speak on behalf of the firm during the evaluation process. At a minimum, the cover letter must also include:

- a. A brief statement of interest and summary of relevant qualifications to engage in a professional relationship with the District.
- b. Describe how the Contractor meets the minimum requirements as described in section III of the RFQ/RFP.
- c. A brief explanation of your firm's in-house services and how those services can be directly applied to the requirements of this RFQ/RFP.

Tab 2: Description of Firm and Sub-Consultant Firms

Provide the following information for firm and sub-consultant firm(s) for this project:

- a. Firm Legal Name and principal place of business
- b. Overview of firm's experience with public school HVAC projects
- c. Type of business entity including type of entity and its ownership, size of staff, number of professionals which will perform the work, Location of its principal office
- d. History, number of years in business in California
- e. All applicable firm licenses including license numbers and expirations dates
- f. Provide a statement of the Contractor's financial capacity and capability to perform to the terms of this solicitation request
- g. Sub-Consultant Firm(s): Describe each sub-consultant firm and proposed services and responsibilities for the work; describe the relationship of your firm and sub-consultant firm(s)
- h. Provide a Quality Assurance/Quality Controls plan specific to data collection, data management, testing, maintenance and repair work, and reporting
- i. Firm Track Record: Provide responses to the following items
  - Has your firm ever been terminated or dismissed by a client or replaced by another firm during any educational and/or related project? If so, explain in detail
  - Does your firm have any current or pending litigation? If so, please describe
  - Has your firm ever defaulted on a contract within the past five (5) years or declared bankruptcy, or been placed in receivership within the past five (5) years?

Tab 3: Relevant Project Experience

List relevant K-12 school HVAC projects where like services were performed and include:



- a. Project name and location
- b. Year completed or current status
- c. Client, contact person, and phone number
- d. Services performed
- e. Project/Contract Cost

**Tab 4: References**

Provide a minimum of three (3) California K-12 districts references for which the responding firm provided turn-key responsibility and similar services in the past three (3) years.

Describe the scope of work, start/completion date, services and equipment provided, project size, and results achieved.

**Tab 5: Proposed Project Team**

Identify key personnel and/or team members and include a clear description of each team member's role and project responsibilities; include an Organization Chart indicating reporting structure.

Provide a resume (2-page max) for each team member including required CalSHAPE HVAC Testing and Adjusting personnel, and licensed professionals. Resumes shall include:

- a. Name of person and title/role
- b. Relevant project experience
- c. Education (institution, degree(s) earned)
- d. Professional registrations and licenses (license number/type/state/year)
- e. Copies of HVAC Testing and Adjusting certificates for required personnel

## **V. EVALUATION CRITERIA**

A "best value" method of selection will be utilized to evaluate proposals. The "best value" method includes, but is not limited to the following selection criteria:

- Technical expertise;
- Team expertise and prior experience;
- Recent success with similar services;
- Proposed team and availability of qualified staff;
- Prior experience with District staff and current consultants.

<b>RFQ/P Selection Criteria</b>	<b>Evaluation Weight %</b>
Proposal Completeness	5%
Firm Information and Qualifications	25%
Prior Project Experience	35%
Proposed Project Team	35%

## VI. ATTACHMENTS

- Attachment “A” – List of CalSHAPE school sites and funding
- Attachment “B” - *CA Energy Commission, California Schools Healthy Air, Plumbing, and Efficiency (CalSHAPE) Ventilation Program Guidelines*
- Attachment “C” – CEC HVAC Assessment Report Worksheets
- Attachment “D” – District Required Procurement Forms
- Attachment “E” – District Forms – Non-collusion Affidavit, Payment Bond, Performance Bond, Labor and Materials Release Certificate, Contractor’s Liability, Agreement

**Attachment “A”**

<b>School Site Name</b>	<b>Requested Amount from CDE</b>
Dr. Doug Sears Learning Center	\$16,005.60
Temple City Alternative	\$22,032.00
Cloverly Elementary	\$68,115.60
Emperor Elementary	\$92,041.20
La Rosa Elementary	\$108,561.60
Oak Avenue Intermediate	\$109,702.80
<b>Total Requested Amount</b>	<b>\$416,458.80</b>

**Attachment "E"**

**NON-COLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER AND SUBMITTED**  
(Public Contract Code Section 7106)

State of California

County of

I \_\_\_\_\_, being first duly sworn, deposes and says that he or she is of the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that 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, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that 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, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Subscribed and sworn to (or affirmed) before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

[SEAL]

\_\_\_\_\_  
Signature of Officer

\_\_\_\_\_  
*Typed name of Officer*

**PAYMENT BOND**

(Labor and Material Bond)

**KNOW ALL MEN BY THESE PRESENTS THAT WHEREAS**, the Temple City Unified School District by resolution passed \_\_\_\_\_20\_\_\_\_, has awarded to \_\_\_\_\_ designated as the "Contractor", a contract for the work described as follows:

\_\_\_\_\_  
**WHEREAS**, said CONTRACTOR is required by Division 3, Part IV, Title XV, Chapter 7, (Commencing at Section 3247) of the California Civil Code to furnish a bond in connection with said contract.

**NOW THEREFORE**, we, the undersigned CONTRACTOR and \_\_\_\_\_ as surety are held and firmly bound unto the Temple City Unified School District in the sum of \_\_\_\_\_ Dollars \$ \_\_\_\_\_, for which payment well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

**THE CONDITION OF THIS OBLIGATION IS SUCH** that if said CONTRACTOR, his or its heirs, executors, administrators, successors, or assigns, or subcontractors, shall fail to pay any of the persons named in Civil Code Section 3181, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by any such claimant, or for any, amounts required to be deducted, withheld, and paid over to the Franchise Tax Board from the wages of employees of the CONTRACTOR and his subcontractors, with respect to such work and labor, then the surety or sureties herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In case suit is brought upon this bond, the said surety will pay reasonable attorney's fee to be fixed by the court.

This bond shall inure to the benefit of any of the persons named in Civil Code Section 3181 as to give a right of action to such persons or the assigns in any suit brought upon this bond.

And the said surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed there under of the specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work, or to the specifications.

**IN WITNESS WHEREOF**, this instrument has been duly executed by the CONTRACTOR and surety above named, on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Principal

\_\_\_\_\_  
Surety

\_\_\_\_\_  
Attorney-in-Fact

## PERFORMANCE BOND

**KNOW ALL MEN BY THESE PRESENTS** that whereas, Temple City Unified School District by resolution passed \_\_\_\_\_, 20\_\_\_\_, has awarded to \_\_\_\_\_ hereinafter designated as the "Principal", a contract for the work described as follows:

**WHEREAS**, said Principal is required under the terms of said contract to furnish a bond for the faithful performance of said contract, NOW THEREFORE, we, the principal and \_\_\_\_\_ AS SURETY, are held and firmly bound unto the \_\_\_\_\_, hereinafter called the "Owner", in the penal sum of \_\_\_\_\_ Dollars \$ \_\_\_\_\_, for the payment of which sum well and truly to be made we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

**THE CONDITIONS OF THIS OBLIGATION IS SUCH** that if the above bounden Principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by and well and truly keep and perform, the covenants, conditions and agreements in the said contract and any alteration thereof made as therein provided, on his or their part, to be kept and performed at the times and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the Owner, its officers, and agents, as therein stipulated, then this obligation shall become null and void, otherwise, it shall be and remain in full force and virtue.

And the said Surety, for the value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract to the work to be performed thereunder, or the specifications accompanying same, shall in any way affect its obligation on this bond and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work, or to the specifications.

In the event suit is brought upon this bond by the Owner and judgment is recovered, the Surety shall pay all costs incurred by the Owner in such suit, including a reasonable attorney's fee to be fixed by the court.

**IN WITNESS WHEREOF**, this instrument has been duly executed by the Principal and Surety above named, on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Principal

\_\_\_\_\_  
By

\_\_\_\_\_  
Surety

\_\_\_\_\_  
By Attorney in Fact

### **LABOR AND/OR MATERIALS RELEASE CERTIFICATE**

The undersigned hereby waives and releases any and all liens or claim or right of lien against the Temple City Unified School District, the property described herein and improvements thereon and for improvements incident thereto.

The undersigned certifies that all workmen and persons employed, all firms supplying materials and all subcontractors upon the project have been paid in full; and that there are no bills outstanding against the project for either labor or materials, except certain items, if any, to be set forth in the affidavit covering disputed items or claims in connection with Notice to Withhold which have been filed under the provisions of the Statues of the State of California.

Date: \_\_\_\_\_

Notarized by: \_\_\_\_\_

Signed by: \_\_\_\_\_

### **CONTRACTORS' LIABILITY**

Each CONTRACTOR to whom a public works contract is awarded shall sign and file with the awarding body the following certification prior to performing the work of the contract.

It is understood that you are aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provision of the code and you will comply with such provisions before commencing the performance of the work of this contract.

It is agreed that the DISTRICT shall be held harmless for any accidents occurring during the Contractor's use of the facilities, unless there be contributory negligence on the part of the DISTRICT.

By: \_\_\_\_\_



## AGREEMENT

**THIS AGREEMENT** is made this \_\_\_\_\_ day of \_\_\_\_\_ 2022, in the City of Temple City, County of Los Angeles, State of California, by and between **TEMPLE CITY UNIFIED SCHOOL DISTRICT**, a California Unified School District hereinafter "District" and \_\_\_\_\_ ("Contractor").

**WITNESSETH**, that the District and the Contractor in consideration of the mutual covenants contained herein agree as follows:

1. **The Work.** Within the Contract Time and for the Contract Price, subject to adjustments thereto pursuant to the Contract, the Contractor shall perform and provide all necessary labor, materials, tools, equipment, utilities, services, and transportation to complete in a workmanlike manner all of the work required in connection with the work of improvement commonly referred to as:

### CalSHAPE HVAC Services 2022

Contractor shall complete all Work covered by the Contract, including without limitation, the Drawings and Specifications prepared by the Architect and other Contract documents enumerated in Article 5 below, along with all modifications and addenda thereto, in strict accordance with the Contract.

2. **Contract Time.** The Work shall be commenced on the date stated in the District's Notice to Proceed; the Contractor shall achieve Substantial Completion of the Work within the Contract Time set forth in the Contract.
3. **Contract Price.** The District shall pay the Contractor as full consideration for the Contractor's full, complete and faithful performance of the Contractor's obligations under the Contract, subject to adjustments of the Contract Price in accordance with the Contract, the Contract Price of \_\_\_\_\_ Dollars **(\$00)**.
4. **Liquidated Damages.** If the Contractor fails to achieve Substantial Completion of the Work within the Contract Time or fails to achieve a Milestone as set forth in the Special Conditions, including adjustments thereto authorized by the Contract, the Contractor shall be subject to Liquidated Damages in accordance with the Contract.
5. **The Contract.** The documents forming a part of the Contract consist of the following, all of which are component parts of the Contract.

Notice to Contractors Calling For Bids  
Instructions For Bidders  
Bid Proposal  
Subcontractors List  
Non-Collusion Affidavit  
DVBE Participation Program Policy  
DVBE Worksheets  
Iran Contracting Act Certificate

Agreement  
Performance Bond  
Payment Bond  
Labor and Materials Certification  
Drug-Free Workplace Certification  
Certification of Workers Compensation Insurance  
General Conditions  
Special Conditions  
Guarantee

**Authority to Execute.** The individual(s) executing this Agreement on behalf of the Contractor is/are duly and fully authorized to execute this Agreement on behalf of Contractor and to bind the Contractor to each and every term, condition and covenant of the Contract Documents.

**CONTRACTORS ARE REQUIRED BY LAW TO BE LICENSED AND REGULATED BY THE CONTRACTORS' STATE LICENSE BOARD. ANY QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO THE REGISTRAR, CONTRACTORS' STATE LICENSE BOARD, P.O. BOX 2600, SACRAMENTO, CALIFORNIA 95826.**

**IN WITNESS WHEREOF**, this Agreement has been duly executed by the District and the Contractor as of the date set forth above. Temple City Unified School District Board of Education Approval Date: \_\_\_\_\_

Approved:

CONTRACTOR

TEMPLE CITY UNIFIED SCHOOL DISTRICT

\_\_\_\_\_  
By

\_\_\_\_\_  
Connie Wu, Asst Supt Business Services

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date