



**Chabot-Las Positas Community College District**  
 7600 Dublin Blvd, 3rd Floor - Dublin, CA 94568

Accounts Payable (A-L) 925-485-5221 (M-Z) 925-485-5220  
 Fax 925-485-5271

**PURCHASE ORDER**

PO Number:	<b>B170195</b>
Issue Date:	<b>06/13/17</b>
Date Required:	<b>12/30/17</b>

**Vendor:** PACIFIC DATA ELECTRIC INC  
 9970 BELL RANCH DR #109  
 DBA PDE TOTAL ENERGY SOLUTIONS  
 SANTA FE SPRINGS CA 90670-6187

Receiving	
Phone: 510-723-7270	Fax: 510-723-7271
Hours: 7:00am - 11:45am & 12:30pm - 2:00pm	

**Instructions**

- Purchase Order Number must appear on all invoices, packages, packing slip, and correspondence.
- Submit invoices - Attention: Accounts Payable at address above.
- Any changes to this Purchase Order must be approved before shipment.

**Ship to**

BRUCE RICH  
 LAS POSITAS COLLEGE  
 3000 CAMPUS HILL DRIVE  
 LIVERMORE CA 94551

**FOB**

Not Applicable

**Terms**

Description	Quantity	Unit Cost	Total Cost
*****THIS ORDER MAILED FOR VENDOR RECORDS ONLY***** CONTRACT AGREEMENT - THIS ORDER IS ISSUED IN ACCORDANCE WITH THE TERMS AND CONDITIONS OUTLINED IN THE CONTRACT AGREEMENT BETWEEN PDE TOTAL ENERGY AND THE CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT. ***** ----- NOTE: ANY QUESTIONS REGARDING THIS ORDER PLEASE CONTACT: CINDY FRACISCO/INTERIM BUYER, (925) 485-5230 - cfracisco@clpccd.org -----			
MICROGRID / BATTERY GRANT PROJECT: CONSTRUCTION	1.00 NTE	338,615.000	338,615.00

Buyer: Cynthia Fracisco

**TOTAL: CONTINUED**

APPLICABLE TERMS & CONDITIONS LISTED ON THE DISTRICT WEB SITE, <http://www.clpccd.org> APPLY. The District reserves the right to cancel this order if delivery is not made by agreed-upon delivery date.

  
 Authorized Signature



CHABOT  
LAS POSITAS  
COMMUNITY  
COLLEGE  
DISTRICT

**Chabot-Las Positas Community College District**  
7600 Dublin Blvd, 3rd Floor - Dublin, CA 94568

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**Ship to**

BRUCE RICH  
LAS POSITAS COLLEGE  
3000 CAMPUS HILL DRIVE  
LIVERMORE CA 94551

**FOB**

Not Applicable

**Terms**

Description	Quantity	Unit Cost	Total Cost
CONTRACT FOR: LAS POSITAS COLLEGE			
		ADDL CHARGES:	.00
		TOTAL TAXES:	.00

Buyer: Cynthia Fracisco

**TOTAL:** 338,615.00

APPLICABLE TERMS & CONDITIONS LISTED ON THE DISTRICT WEB SITE, <http://www.clpccd.org> APPLY. The District reserves the right to cancel this order if delivery is not made by agreed-upon delivery date.

*Cynthia Fracisco*

Authorized Signature



**PDE**  
Total Energy Solutions  
Electrical Contractors

www.pdeinc.com CA Lic. No. C10 620473

June 12, 2017

Victoria L. Lamica  
Purchasing & Warehouse Services/Contract Manager  
7600 Dublin Blvd., 3rd Floor  
Dublin, CA 94568  
vlamica@clpccd.org

RE: Proposed Labor and Materials Contract for CEC MicroGrid Grant Project at Las Positas College

Dear Victoria,

Enclosed please find two (2) original PDE Executed contracts for the above-referenced project. Included with this packager are the following:

1. Performance Bonds
2. Payment Bonds
3. PDE Certificate of Insurance

Please contact me or Stephen Loux with any questions.

Best regards,

Shelley Keltner  
CEO

Cc: S. Loux

**PDE Los Angeles Office**  
9970 Bell Ranch Drive #109  
Santa Fe Springs, CA 90670-2980  
O: 562.204.3550 X 114  
F: 562.204.0380

**PDE San Francisco Office**  
14731 Catalina Street  
San Leandro, CA 94577-6609  
O: 510.614.0660  
F: 510.614.0662



June 2, 2017

Mr. Doug Horner, Director of Facilities  
Chabot-Las Positas Community College District  
7600 Dublin Blvd.  
Dublin, CA 94545

Reference:

Las Positas College  
Chabot-Las Positas Community College District  
3000 Campus Hill Drive  
Livermore, CA 94551

Mr. Horner,

PDE *Total Energy Solutions* is pleased to submit an electrical implementation proposal for the project referenced above. Our proposal is based upon Architectural Drawings prepared by SimonGlover dated 4/4/17, Sheet S-1 prepared by Bushra-Tsai Incorporated dated March, 2017, Electrical drawings prepared by Gausman & Moore dated 5/17/17, the following scope of work:

*Civil Construction*

1. Grub the area of construction two remove two (2) trees approximately 4" in diameter as per the plan.
2. Relocate existing storm drain outside of the new pad location.
3. Remove seven (7) existing bollards and turn over to the College.
4. Trench for underground conduit approximately 180 linear feet. Trenches to be 42" deep and provide 6" of sand bedding below conduits, and 6" of bedding above conduits. Warning tape to be placed on top of final lift of sand. Total conduit soil/sand coverage shall be at least 30".
5. Compact trenches using standard methods with the native soils as backfill.
6. Remove 12" of soil and scarify bottom of proposed pad. Spoils to be lost on site.
7. Provide and install 12" of Class II AB material and compact to 95% under the proposed slab.
8. Provide and install forms and reinforcing steel according to the design.
9. Place 6" thick concrete pad according to design.
10. Off-load two (2) battery-system containers (less electrolyte) from trucks and place onto concrete pad. Transportation of containers to site is by others.
11. Off-load two (2) 150KVA isolation transformers and two (2) PCS cabinets and place on the concrete pad.





*Electrical Construction*

12. Shut down Panel MSB during a weekend using a High Voltage Switching contractor to lock out and ground out the substation transformer serving Panel MSB.
13. Retrofit the existing Eaton 2,400 amp circuit breaker and equip it with a 125VAC motor operator and spring release kit.
14. Provide and install one (1) 400 amp breaker and hardware kit inside Panel MSB.
15. Remove existing metering in MSB.
16. Install new isolation cubicle at MSB in the location of the former meter.
17. Provide and install new Schweitzer SEL relay, components, fuse blocks, shorting blocks, PT's CPT, UPS for SEL relay, UPS receptacle, and new cubicle door.
18. Provide all wiring of the SEL relay.
19. Provide two (2) days onsite for Schweitzer representatives for programming of the SEL relay.
20. Provide and install one (1) NEMA 3R 400 amp visible-blade disconnect.
21. Provide and install one (1) new Panel MG with 400 amp main circuit breaker, two (2) 200 amp distribution breakers, and one (1) revenue-grade meter including CT's and communications features.
22. Provide the following conduit systems:
  - a. One (1) 4" conduit with four (4) #500KCM THHN conductors and one (1) #3 equipment ground between MSB and the visible-blade disconnect;
  - b. Two (2) 2" conduits with pull strings from the communications vault and route one each to each PCS cabinet.
  - c. One (1) 1-1/4" conduit with five (5) #10 THHN conductors between Panel MSB and the first PCS cabinet. Extend the same conduit system between the first and second PCS cabinet.
  - d. One (1) 1-1/2" conduit with pull string between Panel MSB and the first PCS cabinet.
  - e. One (1) 1-1/4" conduit with pull string between the first MSB cabinet and Panel MG for metering communications.
  - f. One (1) 1-1/4" conduit with pull string between each PCS cabinet for Ethernet.
  - g. One (1) 2" conduit each between Panel MG and each of the isolation transformers. Conduit shall include four (4) #3/0 THHN conductors and one (1) #6 equipment grounding conductor.
  - h. One (1) each 3" conduit with three (3) #3/0 THHN conductors and one (1) #6G between the isolation transformer and each of the PCSs cabinets.
  - i. Two (2) each 2-1/2" GRS conduits between each PCS cabinet and each battery container. Conduits shall contain three (3) #4/0 THHN conductors and one (1) #4 equipment ground.
  - j. One (1) 3/4" GRS conduit with five (5) #12 THHN conductors between the PCS cabinet and the battery container.
  - k. One (1) 1-1/2" GRS conduit with pull string between each PCS cabinet and associated battery container.
23. Terminate each end of conductors we have referenced above. Torque and meg-ohm test the connections where possible and required.
24. Drill two (2) concrete cores into the existing communications vault.



25. All 90 degree conduit segments to be twice-wrapped with 10-mil PVC tape or be PVC coated, rigid steel conduit (OCAL/Rob Roy).
26. Provide a #3/0 Ufer ground in the new concrete pad and bond each container in one location, each isolation transformer enclosure, the visible blade disconnect, and Panel MG. Cadweld as necessary.
27. Provide three (3) 125V, 20 amp GFCI receptacles with FD boxes and in-use covers for service equipment around the battery. Connect to Panel LSF with 1" OCAL conduit, with three (3) #12 THHN conductors in the conduit. Provide and install one (1) 1-pole, 20 amp circuit breaker as may be required. Update the panelboard legend.
28. Provide injection testing of all circuit breakers furnished by PDE which are 100 amps or larger.

**Inclusions:**

Payment and Performance Bonds.

**Exclusions:**

1. Anchorage of UET supplied equipment is by others;
2. Landscaping or tree replacement;
3. Concrete encasement of conduits and the creation of duct banks;
4. Fencing;
5. NRTL certification of UET equipment;
6. Telecommunications cabling, equipment, and programming is excluded;
7. Fire alarm and fire suppression systems;
8. Fiber Optic and Ethernet cabling, installation, terminations, and programming;
9. Relocation of existing underground utilities;
10. Special Inspections;
11. Lightning Protection System;
12. Storm Water Prevention Program engineering;
13. Permit or utility fees of any kind;
14. Corrections to existing code violations;
15. Commissioning of systems other than those provided by PDE;
16. Off-hours work, except as noted above. Normal hours are from M-F, 7:00 a.m. -3:30 p.m. exclusive of union holidays.

**Total Quotation Amount..... \$338,615.00**

Please contact our office should you have any questions.

Stephen Loux

**Stephen Loux**

Digitally signed by Stephen Loux  
DN: C=US, E=sloux@pdeinc.com, O="Pacific  
Data Electric, Inc. dba PDE Total Energy  
Solutions", OU=Northern California Operations,  
CN=Stephen Loux  
Location: San Leandro, CA  
Reason: I am the author of this document  
Date: 2017.06.05 19:26:16-0700

Project Manager

15051C

**PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATION**

I, Shelley Keltner, am the CEO of  
(Print Name) (Title)

Pacific Data Electric, Inc.  
(Contractor Name)


I declare, state and certify to all of the following:

1. I am aware of the provisions and requirements of California Senate Bill (SB) 854, the Public Works Contractor Registration Program.
2. I am authorized to certify, and do certify, on behalf of Contractor that an annual registration fee has been paid and I am registered as eligible to bid and work on public works projects by doing all of the following:
  - A. Must have workers' compensation coverage for any employees and only use subcontractors who are glistered public works contractors;
  - B. Must have Contractors State License Board license, if applicable to trade;
  - C. Must have no delinquent unpaid wage or penalty assessments owed to any employee or enforcement agency;
  - D. Must not be under federal or state debarment;
  - E. Must not be in prior violation of this registration requirement once it becomes effective on April 1, 2015.
3. Contractor and I understand that if the District determines that Contractor has either: (a) made a false certification herein, or (b) violated this certification by failing to carry out and to implement the requirements of the Department of Industrial Relations (DIR), the Contract awarded herein is subject to termination, suspension of payments, or both. Contractor and I further understand that, should Contractor violate the terms of the Public Works Contractor Registration Certification Law of California Senate Bill 854, Contractor may be subject to debarment in accordance with the provisions of California Labor Code §§1720, et seq.
4. Contractor and I acknowledge that Contractor and I are aware of the provisions of California Senate Bill 854 and hereby certify that Contractor and I will adhere to, fulfill, satisfy and discharge all provisions of and obligations under the Public Works Contractor Registration Program.

I declare under penalty of perjury under the laws of the State of California that all of the foregoing is true and correct.

Executed at Santa Fe Springs, California this 7th day of  
(City and State)

June, 2016



(Signature)

Shelley Keltner

(Handwritten or Typed Name)

1000000450

Department of Industrial Relations Registration #

## CONTRACT FOR LABOR AND MATERIALS

This Contract for Labor and Materials ("Contract") is entered into this 8<sup>th</sup> day of June, 2017 by and between CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT ("District") and PDE Total Energy Solutions ("Contractor") doing business at 9970 Bell Ranch Drive #109, Santa Fe Springs, CA 90670-2980 for the Work of the Project generally described as: Civil and Electrical Construction (CEC) MicroGrid Grant Project, Las Positas College. In consideration of the mutual covenants set forth herein, the Contractor and District agree as follows:

- A. In consideration of the payment of the sum of Three Hundred and Thirty-Eight Thousand, Six Hundred and Fifteen Dollars (\$338,615.00) ("the Contract Price"), the Contractor shall perform and complete the Work generally described in PDE's Proposal, dated June 2, 2017, which includes payment and performance bonds.
- B. Contractor shall commence the Work on the date indicated in the Notice to Proceed, issued by or on behalf of the District and shall complete the Work by December 30, 2017.
- C. The location of the Work is 3000 Campus Hill Drive, Livermore, CA 94551 ("the Site").
- D. At all times during the Work, the Contractor and each Subcontractor shall obtain and maintain the following insurance coverages:

Contractor:	
Workers Compensation	Per applicable law
Employer's Liability	\$1,000,000
Commercial General Liability	
Per Occurrence	\$2,000,000
Aggregate	\$2,000,000
Builder's Risk	Full Value of Work
Seismic Coverage	Not Required
Subcontractors:	
Workers Compensation	Per applicable law
Employer's Liability	\$1,000,000
Commercial General Liability	
Per Occurrence	\$1,000,000
Aggregate	\$2,000,000

- E. The Contract Documents consists of this Contract for Labor and Materials, the attached Contract Terms and Conditions, the Proposal and other documents submitted by the Contractor to the District as a Bidder and the documents identified below. By executing this Contract, the Contractor acknowledges its receipt and review of the Contract Documents; based upon this review, the Contractor confirms that the Work can be completed for the Contract Price and within the Contract Time. The Labor and Materials Contract Documents consist of:

Terms and Conditions of Contract	Change Order Form
Non-Collusion Affidavit	Asbestos and Hazardous Materials
PDE's Proposal dated 6/2/17	Guarantee Form
Drug-Free Workplace Certification	
Certificate of Worker's Comp Insurance	
Performance Bond	
Labor & Materials Payment Bond	



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, the District and Contractor have executed this Contract as of the date set forth above.

**"DISTRICT"**  
**CHABOT-LAS POSITAS COMMUNITY  
COLLEGE DISTRICT**

By:



Mr. Doug Horner  
Vice Chancellor, Facilities/Bond Programs  
And Operations

**"CONTRACTOR"**  
**PDE Total Energy Solutions**

By:



Title:

Shelley Keltner, CEO

**TERMS AND CONDITIONS OF  
CONTRACT FOR LABOR AND MATERIALS**

1. **Labor and Materials.** The Contractor shall furnish and pay for all labor, materials, equipment and services necessary to complete the Work in accordance with the Contract Documents. Unless otherwise expressly provided for in the Contract Documents, all materials, equipment and other items incorporated into the Work shall be new and of the most suitable grade and quality for the purpose intended. The Work is subject to tests/inspections as required by the Contract Documents. The Contractor shall afford the District, the Project Inspector, the Architect and test/inspection services (if applicable) with access to the Work, wherever located and whether in place or in progress. All of the Work shall conform to the requirements of the Contract Documents and applicable laws, ordinances, rules and regulations.
2. **Submittals.** The Contractor shall submit to the District Representative or the Architect, as designated in the Contract Documents, shop drawings, product data and other submittals (collectively "Submittals") required by the Contract Documents promptly and in an orderly sequence while allowing sufficient time for review and comment. No portion of the Work requiring Submittals shall be performed until the required Submittals have been reviewed and accepted.
3. **Construction Schedule.** If required by the District, the Contractor shall prepare a Construction Schedule in such form and format as directed by the District. The Construction Schedule shall reflect all activities necessary to complete the Work and shall be in such detail as required by the District. If a schedule is required, the Contractor shall update the schedule monthly or more frequently as directed by the District or required by the circumstances of the Work.
4. **Changes.**
  - 4.1 **Changes to the Work.** The District may, by written order, make Changes to the Work, issue additional instructions and to add to or delete from the Work. No Change may be made without the prior written approval and direction of the District. Adjustments of the Contract Price or the Contract Time on account of a Change authorized hereunder will only be made by written Change Order duly executed by the Contractor and the District Representative. Adjustments to the Contract Price for authorized Changes shall be limited to the actual costs of labor and materials necessary to complete the Change plus a mark-up of 5 percent (5%) of the actual costs of labor and materials; it being agreed that the mark-up represents all compensation due the Contractor for profit, overhead/administrative costs and impacts of an authorized Change. Changes approved by the District shall be reduced to Change Order in the form and substance as set forth in Attachment A hereto.
  - 4.2 **Substitutions.** No substitution of any specified item, product, material or system ("Specified Items") will be considered unless the Contractor submits a request to substitute Specified Items along with data substantiating the equivalency of the proposed substitution with the Specified Items not more than thirty five (35) days after the date of award of the Contract to the Contractor. The Contractor shall reimburse the District for all costs and expenses incurred by the District to review a proposed substitution for Specified Items. The District's acceptance or rejection of a proposed substitution shall be final. No substitution accepted by the District shall increase the Contract Price or the Contract Time; provided, however, if the cost to furnish/install an approved substitution is less than the specified item, the Contract Price shall be reduced by such cost difference. If any Specified Items are identified in any portion of the Contract Documents as "District Standard Materials/Equipment" "match existing in use" or similar words/phrases, in accordance with Public Contract Code §3400, the District shall be deemed to have made a finding that such Specified Items are designated as "sole source" items designed to match

existing and in use items. In accordance with Public Contract Code §3400, the District will not consider or accept alternatives or substitutions for any Specified Items so identified.

5. **Payment Bond; Performance Bond.** Prior to commencement of Work, the Contractor shall obtain and deliver to the District a Labor and Materials Payment Bond and a Performance Bond. Bonds required hereunder will be accepted by the District only if: (a) they are in the form and content included in the Contract Documents; (b) the Bonds are issued by and Admitted Surety Insurer under California law; and (c) in a penal sum equal to one hundred percent (100%) of the Contract Price.
6. **Safety; Security.** The Contractor shall comply with all applicable laws, ordinances, rules, or regulations pertaining to safety at the Site, including without limitation, implementation and enforcement of safety programs. The Contractor shall implement and maintain safety measures such as fencing, barricades, signs, lights and other precautions to prevent injury or death to persons or damage to property, as required or appropriate by the circumstances or the nature of the Work. The Contractor is responsible for securing the Site and Work in place or in progress (including materials/equipment/tools situated at the Site) to prevent theft, loss or damage.
7. **Labor.**
  - 7.1 **Prevailing Wage Rates; Hours of Work.** The Contractor and all Subcontractors shall: (a) pay their respective workers wage rates not less than the prevailing wage rate established for the classification, trade or work performed by each worker; (b) maintain complete and accurate payroll records for workers engaged in the Work; and (c) if requested by the District, provide Certified Payroll records as required by applicable laws. The Contractor and Subcontractors shall not permit any worker to provide more than eight (8) hours of work per day or forty (40) hours per week without additional compensation as mandated by law. The Contractor shall be subject to all penalties and assessments provided by law or regulation for violation(s) of the prevailing wage rate or hours of work requirements.
  - 7.2 **Apprentices.** Apprentices, if any engaged in performing any portion of the Work shall be in strict conformity with applicable laws, rules and regulations, including without limitation, Labor Code §§1777.5 through 1777.7, which are incorporated herein by this reference.
  - 7.3 **Competency and Discipline.** The Contractor shall enforce strict discipline and good order among the Contractor's employees, the employees of any Subcontractor and all other persons performing any part of the Work at the Site. Personnel of the Contractor or any Subcontractor shall be subject to removal from the Site for violations of applicable law or District policies. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them and shall dismiss from its employ and direct any Subcontractor or Sub-subcontractor to dismiss from their employment any person deemed by the District to be unfit or incompetent to perform Work.
  - 7.4 **Superintendent.** The Contractor shall employ a Superintendent fluent in verbal and written English who shall be in attendance at the Site at all times during performance of Work at the Site. The Superintendent shall be deemed the Contractor's Representative for the Work; directions, instructions or other communications to or with the Contractor's Superintendent shall be deemed directions, instructions or communications to or with the Contractor.
8. **Subcontractors.** The Work of each Subcontractor shall be set forth in a written Subcontract agreement incorporating by reference this Contract; Subcontracts shall be made available to the District for review upon request of the District. The Contractor is responsible to the District for the acts, omissions and other conduct of Subcontractors. Each Subcontractor shall maintain annual

compliance with Senate Bill 854 and Workers Compensation/Employers Liability Insurance and Commercial General Liability Insurance as required by the Contract for Labor and Materials.

9. **Non-Discrimination.** The Contractor and its Subcontractors shall not discriminate against any active or prospective employee based upon race, color, ancestry, national origin, religion, sex, age, sexual preference or marital status. The Contractor and its Subcontractors shall comply with all applicable laws, ordinances, rules and regulations prohibiting workplace discrimination and/or discriminatory employment practices.
  
10. **Payment of the Contract Price.** The District will make payment of the Contract Price upon completion of the Work, the Contractor's full performance of all other obligations under this Contract and the Contractor's submission of a properly itemized invoice. Upon receipt of the Contractor's invoice, the District Representative will promptly verify that the Work has been completed and that the Contractor has performed all other obligations hereunder. Within thirty (30) days of the District Representative's confirmation of the completion of Work and the Contractor's performance of other obligations hereunder, the District will make payment of the Contract Price. If the Contract Time is a duration of sixty (60) days or more, the Contractor may submit invoices on a monthly basis for the value of Work completed in the prior month, whereupon the District Representative will promptly verify that the Work has been completed as indicated in the Contractor's invoice. Within thirty (30) days of the date of such verification, the District will make payment equal to ninety-five percent (95%) of the value of the Work completed. Within sixty (60) days of completion of all Work and all other of the Contractor's obligations hereunder, amounts previously retained from prior invoices will be released to the Contractor. The District may, in its sole discretion, condition payment of the Contract Price, or any portion thereof, upon: (a) the Contractor's preparation of a Schedule of Values for review and acceptance by the District's Representative; (b) the submittal of executed Waivers and Releases (on Progress Payment or Final Payment, as applicable) for the Contractor and all Subcontractors receiving any portion of the Contract Price; and/or (c) delivery of Certified Payroll records of the Contractor and Subcontractors. The District may withhold payment of the Contract Price if: (a) there are claims or the probability of claims being submitted by Subcontractor, Material Suppliers or others in connection with the Work; (b) defective or non-conforming Work which is not remedied; or (c) there are any uncured Contractor defaults. Notwithstanding any provision of the Contract Documents to the contrary, no payment will be made to the Contractor upon completion of the Work unless the Contractor has completed and submitted the form of Asbestos and Other Hazardous Materials Certification set forth in Attachment B hereto.
  
11. **Insurance.** The Contractor and its Subcontractors shall, at all times during the Work, maintain Workers Compensation, Employers Liability, and Commercial General Liability Insurance in the minimum coverage amounts set forth in the Contract. The Contractor's Commercial General Liability Insurance shall name the District as an Additional Insured. The Contractor shall maintain a policy of Builders Risk Insurance covering the full insurable value of the Work; if noted as a requirement in the Contract, the Builder's Risk Insurance shall include seismic coverage. All policies of insurance shall include provisions that the policy of insurance will not be materially modified, cancelled or allowed to expire without at least thirty (30) days advance notice to the District. Prior to commencing the Work, the Contractor shall deliver Certificates of Insurance of itself and its Subcontractors evidencing the required insurance coverages. No Work at the Site by the Contractor or any Subcontractor will be permitted unless the Contractor and Subcontractor, as applicable has/have submitted Certificates of Insurance evidencing the required insurance policies hereunder to the District Representative.

- 12. Drug Free Workplace Certificate.** In accordance with California Government Code §§8350 et seq., the Drug Free Workplace Act of 1990, the qualified Contractor will be required to execute a Drug Free Workplace Certificate concurrently with execution of the Labor and Material Contract. The qualified Contractor will be required to implement and take the affirmative measures outlined in the Drug Free Workplace Certificate and in California Government Code §§8350 et seq. Failure of the qualified Contractor to comply with the measures outlined in the Drug Free Workplace Certificate and in California Government Code §§8350 et seq. may result in penalties, including without limitation, the termination of the Contract, the suspension of any payment of the Contract Price otherwise due under the Contract Documents and/or debarment of the qualified Contractor.
- 13. Workers' Compensation Insurance.** Pursuant to California Labor Code §3700, the qualified Contractor shall secure Workers' Compensation Insurance for its employees engaged in the Work of the Contract. The qualified Contractor shall sign and deliver to the District the form of Workers Compensation Insurance included with the Contract Documents.
- 14. Public Works Contractor Registration Certificate.** Pursuant to California Senate Bill 854, the qualified Contractor shall be registered with the California's Department of Industrial Relations (DIR) and its subcontractors who intend to bid or perform work on any public works project, as defined under Labor Code Section 1720. The qualified Contractor shall sign and deliver to the District the form of Public Works Contractor Registration Certification included with the Contract Documents.
- 15. Indemnification.** Unless arising solely out of the active negligence or willful misconduct of the District, the Contractor shall indemnify, defend and hold harmless the District, the District's Board of Trustees and all members thereof and the District's employees, officers, agents and representatives from all claims, demands and liabilities, including without limitation, attorneys fees, which arise out of or related in any manner to this Contract or the Work. The Contractor's obligations hereunder include without limitation: (a) injury to, or death of, persons; (b) damage to property; (c) theft or loss of property; (d) Stop Notice claims; and (e) other losses, damages or costs arising out of, in whole or in part, of the acts, omissions or other conduct of the Contractor or Subcontractors. The Contractor's obligations hereunder shall survive termination of the Contract and/or completion of the Work, and are deemed incorporated into and made a part of the obligations of the Surety issuing the Performance Bond.
- 16. District Right to Terminate.** The Contractor's failure to comply with any term or condition of the Contract Documents shall constitute default of the Contractor; in such event, the District may terminate the Contract upon seven (7) days written notice to the Contractor. Unless the Contractor shall have commenced, and diligently thereafter prosecute to completion, all required actions to cure such default(s), this Contract shall be deemed terminated without further action of the District; such termination shall be effective the seventh (7th) day after the date of the District's written notice. If the District terminates the Contract for default of the Contractor, the Contractor and the Performance Bond Surety shall be liable to the District for all losses, costs and damages arising out of the Contractor's default and costs to complete the Work which exceeds the remaining Contract Price at the time of termination. In addition to the preceding, the District may terminate this Contract at any time for the convenience of the District by written notice to the Contractor, in which case, the payment of the Contract Price shall be limited to the value of the Work in place or in progress at the time of the termination for the District's convenience.
- 17. Warranty.** If within one (1) year, or such other period set forth in the Contract Documents, any of the Work or workmanship is found defective or not in compliance with the Contract Documents, the Contractor shall upon the District's demand, promptly take all measures necessary to correct,



repair or replace such Work or workmanship. If the Contractor fails to do so, the District may take necessary action to correct, replace or repair such Work or workmanship at the cost and expense of the Contractor. The surety issuing the Performance Bond shall be liable to the District for correction, repair or replacement of defective/non-conforming Work if the Contractor fails or refuses to perform in accordance with the preceding.

**18. Tests/Inspections of the Work.** The Work shall be subject to tests/inspections as required by the Contract Documents. The Contractor shall be liable excessive costs of tests/inspections which result from the Work not being ready for tests/inspections or the failure of the Work to comply with the applicable test/inspection standards. If the Work is subject to the jurisdiction of the Division of State Architect ("DSA"), all of the Work shall be subject to inspection/observation by the Project Inspector retained by the District under DSA regulations. The Project Inspector shall have access at all times to the Work, whether in place or in progress; the Contractor shall provide such access without adjustment of the Contract Price or the Contract Time.

**19. Miscellaneous.**

**19.1 Disputes.** Each dispute or claim of \$375,000 or less arising out of this Contract shall be resolved in accordance with Public Contract Code §20104 et seq. A dispute or claim exceeding \$375,000 shall be resolved by binding arbitration conducted under the auspices of the American Arbitration Association and its Construction Industry Arbitration Rules in effect at the time that a Demand for Arbitration is filed, except as modified herein. The award rendered by the Arbitrator(s) ("Arbitration Award") shall be final and binding upon the District and the Contractor only if the Arbitration Award is supported by applicable law and substantial evidence pursuant to California Code of Civil Procedure §1296 and includes findings of fact and conclusions of law in conformity with California Code of Civil Procedure §1296 and Rule R-43 of the AAA Construction Industry Arbitration Rules. Any Arbitration Award that does not conform to the foregoing shall be invalid and unenforceable. The District and Contractor hereby expressly agree that the Court shall, subject to California Code of Civil Procedure §§1286.4 and 1296, vacate the award if, after review of the award, the Court determines either that the Arbitration Award is not supported by substantial evidence or that it is based on an error of law. Notwithstanding any claim or dispute arising out of this Contract or the Work, the Contractor shall continue to diligently perform the Work and prosecute the same to completion.

**19.2 Governing Law; Interpretation.** This Contract shall be governed by the laws of the State of California. This Contract shall be interpreted as a whole and not in favor of the District or the Contractor.

**19.3 Successors.** This Contract shall be binding upon and inure to the benefit of the respective successors-in-interest of the District and the Contractor. The foregoing notwithstanding, the Contractor shall not assign this Contract, any right or obligation hereunder or any portion thereof.

**19.4 Permits; Approvals.** Unless otherwise expressly provided in the Contract Documents, the Contractor shall obtain and pay for all fees, permits or approvals necessary to complete the Work.

**19.5 Waiver of Consequential Special Damages.** Notwithstanding any right conferred by law or arising by operation of law, by executing the Agreement, the Contractor expressly waives and relinquishes any and all right or entitlement to assert or recover any damages, losses or liabilities from the District which are in the nature of special or consequential damages, losses or liabilities arising out of or related in any manner to the District's breach or default of its obligations under the Contract Documents.

- 19.6 Days.** Unless otherwise stated in the Contract Documents, all references to “days” shall be deemed references to calendar days.
- 19.7 Severability.** If any term, condition or provision of this Contract is deemed invalid, illegal or unenforceable by a Court of competent jurisdiction, such term, condition or provision shall be deemed severed herefrom, but all other terms, conditions and provisions hereof shall remain unaffected and in full force and effect.
- 19.8 Entire Agreement.** This Contract and the Contract Documents enumerated herein constitute the entire agreement and understanding of the District and the Contractor concerning the subject matter hereof.

## DRUG-FREE WORKPLACE CERTIFICATION

I, Shelley Keltner, am the CEO of  
(Print Name) (Title)  
PDE Total Energy Solutions. I declare, state and certify to all of the following:  
(Contractor Name)

1. I am aware of the provisions and requirements of California Government Code §§8350 et seq., the Drug Free Workplace Act of 1990.
2. I am authorized to certify, and do certify, on behalf of Contractor that a drug free workplace will be provided by Contractor by doing all of the following:
  - A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in Contractor's workplace and specifying actions which will be taken against employees for violation of the prohibition;
  - B. Establishing a drug-free awareness program to inform employees about all of the following:
    - i. The dangers of drug abuse in the workplace;
    - ii. Contractor's policy of maintaining a drug-free workplace;
    - iii. The availability of drug counseling, rehabilitation and employee-assistance programs; and
    - iv. The penalties that may be imposed upon employees for drug abuse violations;
  - C. Requiring that each employee engaged in the performance of the Contract be given a copy of the statement required by subdivision (A), above, and that as a condition of employment by Contractor in connection with the Work of the Contract, the employee agrees to abide by the terms of the statement.
  - D. Contractor agrees to fulfill and discharge all of Contractor's obligations under the terms and requirements of California Government Code §8355 by, inter alia, publishing a statement notifying employees concerning: (a) the prohibition of any controlled substance in the workplace, (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the performance of the Work of the Contract be given a copy of the statement required by California Government Code §8355(a) and requiring that the employee agree to abide by the terms of that statement.
3. Contractor and I understand that if the District determines that Contractor has either: (a) made a false certification herein, or (b) violated this certification by failing to carry out and to implement the requirements of California Government Code §§8355, the Contract awarded herein is subject to termination, suspension of payments, or both. Contractor and I further understand that, should Contractor violate the terms of the Drug-Free Workplace Act of 1990, Contractor may be subject to debarment in accordance with the provisions of California Government Code §§8350, et seq.
4. Contractor and I acknowledge that Contractor and I are aware of the provisions of California Government Code §§8350, et seq. and hereby certify that Contractor and I will adhere to, fulfill, satisfy and discharge all provisions of and obligations under the Drug-Free Workplace Act of 1990.

I declare under penalty of perjury under the laws of the State of California that all of the foregoing is true and correct.

Executed at Santa Fe Springs, CA this 12th day of June, 2017  
(City and State)

  
(Signature)

Shelley Keltner, CEO  
(Handwritten or Typed Name)

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# WORKERS COMPENSATION CERTIFICATE

**PROJECT:** CEC MicroGrid Grant Project, LPC

I, Shelley Keltner the CEO of  
(Name) (Title)  
PDE Total Energy Solutions, declare, state and certify that:  
(Contractor Name)

1. I am aware that California Labor Code §3700(a) and (b) 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 in 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 either as an individual employer, or one employer in a group of employers, 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 or her employees.”

2. I am aware that the provisions of California Labor Code §3700 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 this Contract.

PDE Total Energy Solutions

\_\_\_\_\_  
(Contractor Name)

By:  \_\_\_\_\_  
(Signature)

Shelley Keltner

\_\_\_\_\_  
(Typed or printed name)



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## PERFORMANCE BOND

**KNOW ALL MEN BY THESE PRESENTS** that we, \_\_\_\_\_, as Principal, and \_\_\_\_\_ as Surety, are held and firmly bound unto **CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT** hereinafter "the Obligee", in the penal sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally.

### THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

**WHEREAS**, the Obligee, by resolution of its Board of Trustees has awarded to the Principal a Contract for the Work described as: CEC MicroGrid Grant Project, Las Positas College.

**WHEREAS**, the Principal, has entered into an agreement with the Obligee for performance of the Work; the Agreement and all other Contract Documents set forth therein are incorporated herein and made a part hereof by this reference.

**WHEREAS**, by the terms of the Contract Documents, the Principal is required to furnish a bond ensuring the Principal's prompt, full and faithful performance of the Work of the Contract Documents.

**NOW THEREFORE**, if the Principal shall promptly, fully and faithfully perform each and all of the obligations and things to be done and performed by the Principal in strict accordance with the terms of the Contract Documents as they may be modified or amended from time to time; and if the Principal shall indemnify and save harmless the Obligee and all of its officers, agents and employees from any and all losses, liability and damages, claims, judgments, liens, costs, and fees of every description, which may be incurred by the Obligee by reason of the failure or default on the part of the Principal in the performance of any or all of the terms or the obligations of the Contract Documents, including all modifications, and amendments, thereto, and any warranties or guarantees required thereunder; then this obligation shall be void; otherwise, it shall be, and remain, in full force and effect.

The Surety, for value received, hereby stipulates and agrees that no change, adjustment of the Contract Time, adjustment of the Contract Price, alterations, deletions, additions, or any other modifications to the terms of the Contract Documents, the Work to be performed thereunder, or to the Specifications or the Drawings shall limit, restrict or otherwise impair Surety's obligations or Obligee's rights hereunder; Surety hereby waives notice from the Obligee of any such changes, adjustments of Contract Time, adjustments of Contract Price, alterations, deletions, additions or other modifications to the Contract Documents, the Work to be performed under the Contract Documents, or the Drawings or the Specifications.

In the event of the Obligee's termination of the Contract due to the Principal's breach or default of the Contract Documents, within thirty (30) days after written notice from the Obligee to the Surety of the Principal's breach or default of the Contract Documents and Obligee's termination of the Contract, the Surety shall notify Obligee in writing of Surety's assumption of obligations hereunder by its election to either remedy the default or breach of the Principal or to take charge of the Work of the Contract Documents and complete the Work at its own expense ("the Notice of Election"); provided, however, that the procedure by which the Surety undertakes to discharge its obligations under this Bond shall be subject to the advance written approval of the Obligee, which approval shall not be unreasonably withheld, limited or restricted. The insolvency of the Principal or the Principal's mere denial of a failure of performance or default under the Contract Documents shall not by itself, without the Surety's prompt, diligent inquiry and

investigation of such denial, be justification for Surety's failure to give the Notice of Election or for its failure to promptly remedy the failure of performance or default of the Principal or to complete the Work.

In the event the Surety shall fail to issue its Notice of Election to Obligee within the time provided for hereinabove, the Obligee may thereafter cause the cure or remedy of the Principal's failure of performance or default or to complete the Work. The Principal and the Surety shall be each jointly and severally liable to the Obligee for all damages and costs sustained by the Obligee as a result of the Principal's failure of performance under the Contract Documents or default in its performance of obligations thereunder, including without limitation the costs of cure or completion exceeding the then remaining balance of the Contract Price; provided that the Surety's liability hereunder for the costs of performance, damages and other costs sustained by the Obligee upon the Principal's failure of performance under or default under the Contract Documents shall be limited to the penal sum hereof, which shall be deemed to include the costs or value of any Changes to the Work which increases the Contract Price.

In the event suit or other proceeding is brought upon this Bond by the Obligee, the Surety shall pay to the Obligee all costs, expenses and fees incurred by the Obligee therewith, including without limitation, attorneys fees.

**IN WITNESS WHEREOF**, the Principal and Surety have executed this instrument this \_\_\_\_\_ day of \_\_\_\_\_, 2017 by their duly authorized agent or representative.

(Principal's Corporate Seal)

\_\_\_\_\_  
(Principal Name)

By:

\_\_\_\_\_  
(Typed or Printed Name)

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

(Surety's Corporate Seal)

\_\_\_\_\_  
(Surety Name)

By: \_\_\_\_\_  
(Signature of Attorney-in-Fact for Surety)

(Attach Attorney-in-Fact Certificate)

\_\_\_\_\_  
(Typed or Printed Name)

(\_\_\_\_\_) \_\_\_\_\_  
(Area Code and Telephone Number of Attorney-In-Fact for Surety)

Contact name, address, telephone number and email address for notices to the Surety

\_\_\_\_\_  
(Contact Name)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Telephone)

## LABOR AND MATERIAL PAYMENT BOND

**KNOW ALL MEN BY THESE PRESENTS** that we, \_\_\_\_\_ as Principal, and \_\_\_\_\_ as Surety, are held and firmly bound unto **CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT** hereinafter "the Obligee", in the penal sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally.

### THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

**WHEREAS**, the Obligee, by resolution of its Board of Trustees has awarded to the Principal a Contract for the Work described as: CEC MicroGrid Grant Project, Las Positas College.

**WHEREAS**, the Principal, has entered into an Agreement with the Obligee for performance of the Work, the Agreement and all other Contract Documents set forth therein are incorporated herein by this reference and made a part hereof.

**WHEREAS**, by the terms of the Contract Documents, the Principal is required to furnish a bond for the prompt, full and faithful payment to any Claimant, as hereinafter defined, for all labor materials or services used, or reasonably required for use, in the performance of the Work.

**NOW THEREFORE**, if the Principal shall promptly, fully and faithfully make payment to any Claimant for all labor, materials or services used or reasonably required for use in the performance of the Work then this obligation shall be void; otherwise, it shall be, and remain, in full force and effect.

The term "Claimant" shall refer to any person, corporation, partnership, proprietorship or other entity including without limitation, all persons and entities described in California Civil Code §3181, providing or furnishing labor, materials or services used or reasonably required for use in the performance of the Work under the Contract Documents, without regard for whether such labor, materials or services were sold, leased or rented. This Bond shall inure to the benefit of all Claimants so as to give them, or their assigns and successors, a right of action upon this Bond.

In the event suit is brought on this Bond by any Claimant for amounts due such Claimant for labor, materials or services provided or furnished by such Claimant, the Surety shall pay for the same and reasonable attorneys fees pursuant to California Civil Code §3250.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, deletion, addition, or any other modification to the terms of the Contract Documents, the Work to be performed thereunder, the Specifications or the Drawings, or any other portion of the Contract Documents, shall in any way limit, restrict or otherwise affect its obligations under this Bond; the Surety hereby waives notice from the Obligee of any such change, extension of time, alteration, deletion, addition or other modification to the Contract Documents, the Work to be performed under the Contract Documents, the Drawings or the Specifications of any other portion of the Contract Documents.

**IN WITNESS WHEREOF**, the Principal and Surety have executed this instrument this \_\_\_\_\_ day of \_\_\_\_\_, 2017 by their duly authorized agent or representative.

(Principal's Corporate Seal)

\_\_\_\_\_  
(Principal Name)

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Type or Print Name)

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

(Surety's Corporate Seal)

\_\_\_\_\_  
(Surety Name)

By: \_\_\_\_\_  
(Signature of Attorney-in-Fact for Surety)

(Attach Attorney-in-Fact Certificate)

\_\_\_\_\_  
(Type or Print Name of Attorney-in-Fact)

( ) \_\_\_\_\_  
(Area Code and Telephone Number of Attorney-In-Fact for Surety)

Contact name, address, telephone number and email address for notices to the Surety

\_\_\_\_\_  
(Contact Name)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Telephone)

\_\_\_\_\_  
(Email address)



**CHANGE ORDER FORM  
(ATTACHMENT A TO CONTRACT)**

Project:	CEC MicroGrid Grant Project, LPC	Change Order #:	
Date:		Contract #:	
Contractor:			

Pursuant to Paragraph 4.1 of the Contract, this Change Order Form shall be used for all Change Orders associated with the Work. No additions or deletions to this form shall be allowed, except with permission of the District.

You are hereby directed to provide the extra work necessary to comply with this Change Order.

**DESCRIPTION OF CHANGE:**

Contractor accepts the terms and conditions stated as full and final settlement of any and all claims arising from this Change Order. Contractor agrees to perform the above described work in accordance with the above terms and in compliance with applicable sections of the Contract Documents. The foregoing adjustment of the Contract Price and the Contract Time for the changes noted in this Change Order (the "Changes") represents the full and complete adjustment of the Contract Time and the Contract Price due the Contractor for providing and completing such Changes, including without limitation: (i) all costs (whether direct or indirect) for labor, equipment, materials, tools, supplies and/or services; (ii) all general and administrative overhead costs (including without limitation, home office, field office and Site general conditions costs) and profit; and (iii) all impacts, delays, disruptions, interferences, or hindrances in providing and completing the Changes. Contractor waives all rights, including without limitation those arising under Civil Code Section 1542, for any other adjustment of the Contract Price or the Contract Time on account of this Change Order or the performance and completion of the Changes. This Change Order is hereby agreed to, accepted and approved, all in accordance with the Contract Documents.

**NOT VALID UNTIL SIGNED BY THE OWNER, ARCHITECT, AND CONTRACTOR**

The original Contract Price was ..... \$ \_\_\_\_\_  
 Net change by previously authorized Change Orders ..... \$ \_\_\_\_\_  
 The Contract Price prior to this Change Order was ..... \$ \_\_\_\_\_  
 The Contract Price will be changed by this Change Order in the amount of ..... \$ \_\_\_\_\_  
 The new Adjusted Contract Price including this Change Order will be ..... \$ \_\_\_\_\_  
 The Contract Time will be (increased) (decreased) (unchanged) by ..... (\_\_\_\_\_) Days  
 The date of Substantial Completion as of the date of this Change Order therefore is: .. \_\_\_\_/\_\_\_\_/\_\_\_\_

CONSULTANT/ARCHITECT

CONTRACTOR

OWNER  
 Chabot-Las Positas Community College District  
 7600 Dublin Blvd., 3<sup>rd</sup> Floor  
 Dublin, CA 94568

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

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

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

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

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

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

**ASBESTOS AND OTHER HAZARDOUS MATERIALS CERTIFICATION  
(ATTACHMENT B TO CONTRACT)**

This Asbestos and Other Hazardous Materials Certification form is part of the Contract made by and between the Chabot-Las Positas Community College District ("District") and PDE Total Energy Solutions ("Contractor") for the work of improvement commonly referred to as: CEC MicroGrid Grant Project, Las Positas College (hereinafter referred to as the "Project").

To the best of my knowledge, information and belief, in completing the Work of the Project, no materials, equipment or other items furnished, installed or incorporated into the Project contains, or in itself be composed of, any asbestos, polychlorinated biphenyl (PCB), any material listed by the federal or state EPA or federal or state health agencies as a hazardous material, or defined as being hazardous under federal or state laws, rules or regulations.


The undersigned is duly authorized to complete, execute and submit this Asbestos and Other Hazardous Materials Certification on behalf of the Contractor. The undersigned has personal knowledge of the substantive representations set forth hereinabove or has made appropriate diligent inquiry to ascertain that the substantive representations set forth hereinabove are complete, true and accurate and do not omit material facts rendering such representations to be false or misleading.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on this 12th day of June, 2017 at Santa Fe Springs, CA.

PDE Total Energy Solutions  
Name of Contractor (Print or Type)

By:

  
\_\_\_\_\_

Signature

Shelley Keltner

\_\_\_\_\_

Print Name

CEO

\_\_\_\_\_

Title

\_\_\_\_\_  
Subscribed and sworn before me  
this \_\_\_\_ day of \_\_\_\_\_, 2017

Notary Public in and for the State of California

My Commission Expires: \_\_\_\_\_

## ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of Los Angeles

On June 8, 2017 before me, Jeanette Bateman, Notary Public  
(insert name and title of the officer)

personally appeared Shelley Keltner, CEO,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature 

(Seal)



**GUARANTEE FORM  
(ATTACHMENT C TO CONTRACT)**

**Project :** CEC MicroGrid Grant Project, Las Positas College

**Contractor Name:** PDE Total Energy Solutions

The Contractor hereby warrants and guarantees to the District that all work, materials, equipment and workmanship provided, furnished or installed by or on behalf of Contractor in connection with the above-referenced Project (the "Work") have been provided, furnished and installed in strict conformity with the Contract Documents for the Work, including without limitation, the Drawings and the Specifications. Contractor further warrants and guarantees that all work, materials, equipment and workmanship as provided, furnished and/or installed are fit for use as specified and fulfill all applicable requirements of the Contract Documents including without limitation, the Drawings and the Specifications. Contractor shall, at its sole cost and expense, repair, correct and/or replace any or all of the work, materials, equipment and/or workmanship of the Work, together with any other items which may be affected by any such repairs, corrections or replacement, that may be unfit for use as specified or defective within a period of one (1) year from the date of the District's Final Acceptance of the Work, ordinary wear and tear and unusual abuse or neglect excepted.

In the event of the Contractor's failure and/or refusal to comply with the provisions of this Guarantee, within the period of time set forth in the Contract Documents after the District's issuance of the Notice to the Contractor of any defect(s) in the Work, materials, equipment or workmanship, Contractor authorizes the District, without further notice to Contractor, to repair, correct and/or replace any such defective item at the expense of the Contractor. The Contractor shall reimburse the District for all costs, expenses or fees incurred by the District in providing or performing such repairs, corrections or replacements within ten (10) days of the District's presentation of a demand to the Contractor for the same.

The provisions of this Guarantee and the provisions of the Contract Documents for the Work relating to the Contractor's Guarantee(s) and warranty(ies) relating to the Work shall be binding upon the Contractor's Performance Bond Surety and all successors or assigns of Contractor and/or Contractor's Performance Bond Surety.

The provisions of this Guarantee are in addition to, and not in lieu of, any provisions of the Contract Documents for the Work relating to the Contractor's guarantee(s) and warranty(ies) or any guarantee(s) or warranty(ies) provided by any material supplier or manufacturer of any equipment, materials or other items forming a part of, or incorporated into the Work, or any other guarantee or warranty obligation of the Contractor, prescribed, implied or imposed by law.

The undersigned individual executing this Guarantee on behalf of Contractor warrants and represents that he/she is duly authorized to execute this Guarantee on behalf of Contractor and to bind Contractor to each and every provision hereof.

Dated: June 12, 2017

By:  \_\_\_\_\_  
(Signature)  
Shelley Keltner  
\_\_\_\_\_  
CEO (Typewritten or handwritten name)  
\_\_\_\_\_  
(Title)