



# AIMS K-12 College Prep Charter District

## Facilities Committee Meeting

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### Date and Time

Thursday October 11, 2018 at 5:00 PM PDT

### Location

171 12th St Oakland Ca 94607

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AIMS does not discriminate on the basis of disability in the admission or access to, or treatment or employment in, its programs or activities. Marisol Magana has been designated to receive requests for disability-related modifications or accommodations in order to enable individuals with disabilities to participate in open and public meetings at AIMS. Please notify Marisol Magana at (510) 220-9985 at least 24 hours in advance of any disability accommodations being needed in order to participate in the meeting.

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### Agenda

	Purpose	Presenter	Time
<b>I. Opening Items</b>			<b>5:00 PM</b>
Opening Items			
<b>A.</b> Call the Meeting to Order			
<b>B.</b> Record Attendance and Guests			
<b>C.</b> Public Comment on Agenda Items			10 m
Public Comment on Agenda Items is set aside for members of the Public to address the items on the Committee's agenda prior to each agenda item. The Committee will not respond or take action in response to Public Comment, except that the Committee may ask clarifying questions or direct staff. <b><u>Comments are limited to two (2)</u></b>			

Purpose Presenter Time

**minutes per person, and a total time allotted for all public comment will not exceed twenty (20) minutes (10 minutes per section).**

**II. Agenda Items 5:10 PM**

- A.** Discussion regarding FCC Notice of License Termination Discuss M. Magana, Director of Operations 5 m
- B.** Discussion regarding Proposal for Gate Discuss M. Magana, Director of Operations 5 m
- C.** Discussion regarding Water Heater Proposal Discuss M. Magana, Director of Operations 5 m
- D.** Discussion regarding Facilities Request for 2019-2020 Discuss M. Magana, Director of Operations 5 m
- E.** Discussion regarding Energy Saving Update Discuss M. Magana, Director of Operations 5 m
- F.** Discussion regarding Furnace and Other Projects Discuss Carrier and First Note Inc 10 m  
Carrier and First Note Inc, - Will conference in to discuss projects
- G.** Discussion regarding Updates to the Third Floor (Administration) Discuss S. Leung, Board President 5 m
- H.** Discussion regarding the Report from Public Consultants Discuss B. Wan, Board Member 10 m

**III. Closed Session 6:00 PM**

- A.** Public Comment on Closed Session Items FYI  
Public Comment on Closed Session Items is set aside for members of the Public to address the items in this section prior to closed session. The Committee will not respond or take action in response to **Public Comment, except that the Committee may ask clarifying questions or direct staff. Comments are limited to two (2) minutes per person, and a total time allotted for all public comment will not exceed twenty (20) minutes (10 minutes per section).**
- B.** Recess to Closed Session FYI 5 m
- C.** Reconvene from Closed Session FYI
- D.** Roll Call Vote 2 m

	Purpose	Presenter	Time
<b>IV. Closed Session Items</b>			<b>6:07 PM</b>
<b>A.</b> Discussion regarding First Amendment to Microcell Lease	Discuss		5 m
<b>B.</b> Public Employer Discipline/Dismissal/Release (Gov. Code Section 54957)	Discuss		5 m
<b>C.</b> Conference with Real Property Negotiators (Gov. Code Section 54956.9)	Discuss		5 m
<b>D.</b> Conference with Legal Counsel - Anticipated Litigation (Gov. Code Section 54956.9)	Discuss		5 m
<b>V. Closing Items</b>			<b>6:27 PM</b>
<b>A.</b> Items for Next Agenda	FYI		
-			
-			
-			
-			
-			
<b>B.</b> Adjourn Meeting	Vote		
<b>C.</b> NOTICES	FYI		
<p><b>The next regular meeting of the Board of Directors is scheduled to be held October 16, 2018 @ 6:30 pm. AIMS does not discriminate on the basis of disability in the admission or access to, or treatment or employment in, its programs or activities. Marisol Magana has been designated to receive requests for disability-related modifications or accommodations in order to enable individuals with disabilities to participate in open and public meetings at AIMS. Please notify Marisol Magana at (510)220-9985 at least 24 hours in advance of any disability accommodations being needed in order to participate in the meeting.</b></p>			

Purpose	Presenter	Time
<b>I, _____ hereby certify that I posted this agenda at the AIMS Campus 171 12th street, Oakland, CA 94607 on, _____, at _____ PM.</b>		
<b>Certification of Posting</b>		

# Coversheet

## Discussion regarding FCC Notice of License Termination

**Section:** II. Agenda Items  
**Item:** A. Discussion regarding FCC Notice of License Termination  
**Purpose:** Discuss  
**Submitted by:** Marisol Magana, Director of Operations and Maya Woods-Cadiz,  
Superintendent  
**Related Material:** FCC Notice of License Termination Pend Stat.pdf



**Federal Communications Commission**  
**Wireless Telecommunications Bureau**  
 1270 Fairfield Road  
 Gettysburg, PA 17325-7245

**CONSTRUCTION/COVERAGE DEADLINE  
 NOTICE OF LICENSE TERMINATION PENDING STATUS**

ATTN: WENDY LIU  
 AMERICAN INDIAN MODEL SCHOOL  
 171 12TH ST  
 OAKLAND, CA 94607

Date: 09/19/2018  
 Reference Number: 6407353  
 Radio Service: IG  
 Call Sign: WQZV451

Re: AMERICAN INDIAN MODEL SCHOOL

The below-referenced license was granted authorizing the construction and operation of a new geographically based system; a new system for one or more new transmitter sites; or a modification to add one or more new transmitter sites to the existing license and/or add frequencies to one or more existing locations or microwave paths already authorized under the license. Granting this license imposed a construction or coverage requirement deadline on that system, location, and/or frequency. For more information on construction and coverage requirements, visit website at <http://wireless.fcc.gov/licensing/const-req/>.

Our records indicate, however, that we have not received the Required Notification of Construction, due within 15 days after the construction or coverage requirement deadline, 47 C.F.R. § 1.946(d), or a Request for an Extension of Time, due before the expiration of the construction or coverage requirement deadline, *id.* 1.946(e), for this license. If a licensee does not file the Required Notification or Extension of Time request, we presume that the license or license component has not been constructed, or the coverage requirement has not been met. As a result, the Commission's Universal Licensing System (ULS) has placed the below-referenced license or license component in "Termination Pending" status. A Weekly Termination Pending Public Notice was recently issued listing the license in termination pending status. If the licensee met its construction or coverage requirement, it has 30 days from the date of the Public Notice to file a petition for reconsideration, as described more fully below, showing that it timely met the construction or coverage deadline. Grant of a timely petition will result in removal of the "Termination Pending" status and the license or license component will be returned to "Active" status. Once the 30-day reconsideration period has closed and if the licensee has not filed a petition for reconsideration showing that it timely met the construction or coverage requirement, the "Termination Pending" status in ULS will change to "Terminated," effective as of the construction or coverage requirement deadline on its license. The spectrum will then be available to the Commission for reassignment by competitive bidding or other means, according to the rules of the wireless service.

In filing its petition for reconsideration, the licensee must include the actual date when construction was completed or the coverage requirement was met. Petitions for Reconsideration may be filed electronically through ULS or by paper through the Office of the Secretary. To file electronically, visit the ULS website at <http://wireless.fcc.gov/uls/>. Under "ULS Online Systems", click on "Submit a Pleading", complete the administrative information, and upload your Petition for Reconsideration. If filing by paper, the petition for reconsideration should state, on the first page: "To: Wireless Telecommunications Bureau, Mobility Division, WQZV451 and IG." For further information on filing a petition for reconsideration, visit the Commission's website at <http://wireless.fcc.gov/rules.html> and select "Part 1 - Practice and Procedure." The rules for petitions for reconsideration can be found at Section 1.106, 47 C.F.R. § 1.106. For filing addresses, visit the Office of the Secretary's website at [www.fcc.gov/osec](http://www.fcc.gov/osec).

For additional information or assistance, you may visit the website at <http://esupport.fcc.gov>. You may also call the FCC Support Center at (877) 480-3201 (TTY 717-338-2824). To provide quality service and ensure security, all telephone calls are recorded.

Call Sign	Radio Service	ULS Loc #	Antenna #	Frequency Lower	Frequency Upper	Construction Deadline
WQZV451	IG	1	1	462.90000000		08/14/2018

# Coversheet

## Discussion regarding Proposal for Gate

**Section:** II. Agenda Items  
**Item:** B. Discussion regarding Proposal for Gate  
**Purpose:** Discuss  
**Submitted by:** Marisol Magana, Director of Operations  
**Related Material:** 6. Proposal for Gate - EST0092.pdf  
6. Proposal for Gate - EST0219 (1).pdf  
6. Proposal for Gate - R&S.pdf

**BACKGROUND:**

Estimates from: R&S Overhead Garage Door, Inc A-1 Gates & Access Inc Bay Area Automatic Gates & Fences





## Estimate EST0092

NAME Marisol Magana  
 ADDRESS 171 12th Street , Oakland, CA, 94607  
 PHONE (510) 220-9985  
 EMAIL marisol.magana@aimschools.org  
 DATE August 29, 2018

### Bay Area Automatic Gates & Fences

By A-1 Gates & Access Inc  
 142 N Milpitas Blvd #154 Milpitas ca 95035  
 (754) 332-9159  
 bayareagates.leo@gmail.com

DESCRIPTION	UNIT PRICE	QTY	TOTAL
<i>Provide and install custom security door and frame- 9' ft. wide x 10' ft. high. door 3' ft. wide x 7' ft. high. Iron galvanized metal, powder coat (by customer choice).</i>	\$9,241.71	1	\$9,241.71
<i>Provide and install custom chain link 12' ft. wide x 7.5' ft. high.</i>	\$3,621.21	1	\$3,621.21
<b>SUBTOTAL</b>			<b>\$12,862.92</b>
<b>TOTAL</b>			<b>\$12,862.92</b>

Installation time 2-3 days.  
 Gate and fences to be done 3-6 weeks.  
 Warranty 4 years 1 year on labor.

By check-  
 Make checks payable to: A-1 Gates And Access Inc.  
 Other-  
 10% or maximum 1000\$ down payment.

When we start the job 35%

# A-1 gates & access Inc

142 N Milpitas Blvd #154  
 Milpitas ca 95035  
 P: 408-310-9741  
 tom112215@gmail.com

## Bill To

Marisol  
 171 12th Street , Oakland, CA, 94607  
 Marisol.magana@aimschools.org

## Estimate EST0219

Date 05/21/2018

DESCRIPTION	QTY	RATE	AMOUNT
Pedestrian fire door with a panic bar 5 ft by 6 foot Include installation 5 years warranty	2	\$2,692.00	\$5,384.00
Pedestrian gate 5 ft by 9-foot + 8 ft fence Include installation 5 years warranty		\$3,491.00	\$3,491.00
33 feet by 6 foot powder coating and galvanized iron fence Include installation 5 years warranty	33	\$103.00	\$3,399.00
29 feet by 6 foot Powder Coating in galvanized iron fence Include installation 5 years warranty	29	\$103.00	\$2,987.00
Pedestrian door 3.5 feet by 6 foot Include installation 5 years warranty		\$1,929.00	\$1,929.00
<b>Total</b>			<b>\$17,190.00</b>



**R & S OVERHEAD GARAGE DOOR, INC.**  
 1140 Montague Avenue.  
 San Leandro, California 94577  
 Commercial (510) 483-9767 Residential (510) 483-9700  
 Fax (510) 483-2058 Cont. Lic. No. 321078  
 Web Site: www.rsdoors.com

**OFFER**

Customer Info	Job Info
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**American Indian Public Schools**

171 12th St.  
 Oakland , CA 94604

Attn: **Marisol Magna**

**171 12th Street**

Re: New Gate & Operator Estimate.  
 171 12th Street  
 Oakland, CA 94604

Date	Offer No	Submitted By	Reference
9/25/2018	139916	Noel Del Real (Gates)	Pedestrian Gate

Description	Amounts
<p><b>Re; Pedestrian Gate at Stairwell</b></p> <p>R&amp;S Overhead Garage Door Inc. proposes to perform the following work:</p> <p>Furnish and Install:</p> <ul style="list-style-type: none"> <li>(1) Full-transom Pedestrian gate</li> <li>(1) Set of heavy-duty bearing hinges</li> <li>(1) Lever lockset, keyed outside, free exit</li> <li>(1) Hydraulic closer</li> <li>(1) Lock guard</li> <li>(1) Side panel to match the existing</li> <li>(1) Access gate suitable for padlock</li> </ul>	\$8,970.00
<p><b>Re; Top of Wall</b></p> <p>R&amp;S Overhead Garage Door Inc... proposes to perform the following work:</p> <p>Remove and dispose of the existing chain link section</p> <p>Furnish and install</p> <ul style="list-style-type: none"> <li>(1) Arched fence panel section with support post anchored to top of wall</li> <li>3/4" arched pickets stamped to a point</li> </ul>	\$5,900.00

Date	Payment Terms	Acceptance Terms	Valid Thru	Total Amount
9/25/2018	50% Deposit, 50% Completion	90 Days	12/24/2018	\$14,870.00

Terms & Conditions
<p>Note: Bid does not include charges from previous service calls.</p> <p>Limited warranty of 90 days on labor, one year on new parts and material installed limited to manufacture defect.</p> <p>Warranty calls will be made during normal working hours of 8:00 a.m. to 4:30 p.m. Monday-Friday, excluding holidays.</p> <p>Note: Offer does not include any permits or permit fees. Permits to be obtained by others</p>
Signature

ACCEPTED BY \_\_\_\_\_ PRINT NAME \_\_\_\_\_ EMAIL ADDRESS \_\_\_\_\_ DATE \_\_\_\_\_

NOTICE: IT IS UNDERSTOOD AND AGREED BY EACH PARTY HERETO IF SUIT IS BROUGHT TO ENFORCE ANY TERM, CONDITION OR COVENANT OF THIS SALES AND SERVICE AGREEMENT, THE PREVAILING PARTY SHALL BE ENTITLED TO RECOVER ALL COSTS OF SUCH ACTIONS, INCLUDING REASONABLE ATTORNEY'S FEES AS MAY BE FIXED BY THE COURT. I REPRESENT TO R&S SAN LEANDRO THAT I AM AUTHORIZED TO BIND THE PURCHASER TO THE TERMS SET FORTH HEREIN. BY EXECUTING THIS WORK ORDER, I ACKNOWLEDGE RECEIPT OF A COPY OF THIS AGREEMENT.

"NOTICE TO OWNER" (Section 7019 - Contractor's License Law) Under the Mechanic's Lien Law, any contractor, subcontractor, laborer, material man or other person who helps to improve your property and is not paid for his labor, services or material, has a right to enforce his claim against your property. Under the law, you may protect yourself against such claims by filing, before commencing such work of improvement, an original contract for work of improvement or a modification thereof, in the office of the county recorder of the county where the property is situated and requiring that a contractor's payment bond be recorded in such office. Said bond shall be in an amount not less than fifty percent (50%) of the contract price and shall, in addition to any conditions for the performance of the contract, be conditioned for the payment in full claims of all persons furnishing labor, services, equipment or materials for the work described in said contract.

IN THE STATE OF CALIFORNIA: Contractors are required to be licensed and required and regulated by the Contractors State License Board. Any questions concerning a contractor may be referred to the Registrar of the board whose address is: Contractors State License Board, P.O. Box 26000, Sacramento, CA 958261) CUSTOMER, at its own expense, shall guarantee that the wall construction around openings is suitable for hanging all closures, door seals, and accessories, and that there are proper clearances for their erection. CUSTOMER, at its own expense, shall further guarantee that the openings into which closures or around which door seals are to be installed are complete, unobstructed, and available to employees of R & S or any subcontractor of R & S without delay or interruption of their work. At its own expense, Customer shall provide access to everything needed by R&S to perform its work. Customer, at its own expense, shall restore that which was damaged or removed to provide access.

2) R & S will not prepare or furnish the opening, sills, jambs, lintels, structural members to which closures or door seals or accessories are to be attached, or glass or glazing, or, when motor operators are part of the products furnished, any wire, wiring, fuses, or conduits, or any auxiliary steel work for carrying, supporting, or attaching power units. All electrical is the responsibility of customer. R & S is not responsible for errors in the plans, specs or drawings prepared by others. Damages caused by others during or after installation are not the responsibility of R&S.

3) If permits are required, customer shall obtain them at Customer's own expense.

4) Prices quoted for services are based upon performing work during normal straight-time hours. If services are performed at any other time, CUSTOMER agrees to pay R & S the overtime rate of all premium pay and other additional costs incurred by R & S or R & S's subcontractor(s). Additional work or changes in the work will be done at a price agreed upon prior to their start.

5) Until the agreed price (and any interest due thereon) for any and all products sold hereunder have been paid in full by CUSTOMER, R & S reserves a security interest in each and all of said products, and in the proceeds of said products, ("Collateral"), for the price thereof and all allowances under the terms hereof. CUSTOMER agrees that this Collateral and CUSTOMER'S acceptance of the Contract or order to R & S based on this Contract and R & S's acceptance of said order, if any, shall constitute a security agreement evidencing such security interest and CUSTOMER by accepting this OFFER or by placing an order based on this Contract appoints R & S as CUSTOMER'S attorney in fact to execute any and all documents necessary to perfect this security interest. Customer grants R&S a security interest in the Collateral to secure payment by CUSTOMER.

6) R&S shall not be liable for any loss or damage due to delays caused by the manufacturer, distributor, shipper, owner, or by fire, strikes, weather, or any other cause beyond R&S's control.

7) Title to the products and the risk of loss of all products shall pass to Customer when they are delivered to Customer, to the jobsite, or a common carrier for transportation to the specified destination.

8) Under no circumstances shall there be any allowance for or reimbursement to customer for repairs or alterations made by anyone other than R & S except and unless previously authorized in writing by R & S.

9) No warranties shall apply if R&S was not paid in full for all of the work it performed. Any obligation of R & S under any warranty, express or implied, is conditioned upon R & S receiving written notice from Customer of any claimed breach promptly after its discovery, and in any event within 90 days for parts and

one year for labor from the date of performance by R & S, and does not include consequential damages and is limited to the repair or replacement, without charge, of any item or part which upon inspection by R & S proves not to have been as warranted when shipped, or if erected by R & S, when erected. If a claim of breach of warranty proves unfounded, the expense of the inspection and repair performed by R & S shall be borne by CUSTOMER. By hiring R&S and notwithstanding any provision to the contrary, whether contained in the subcontract or in the contract between the general contractor and the owner, or in any other document, you expressly agree that R&S's obligation to indemnify shall be limited to only the reasonable cost to repair or replace R&S's defective work, and does not include any other damages of any kind whatsoever.

10) In the event that collection efforts are initiated against Customer, Customer agrees to pay for all associated costs of collection including collection agency fees, legal fees, expert fees, and other costs. If any check tendered by Customer does not clear the bank for Insufficient funds, Customer can be held liable for three times the amount of the check, in no case more than \$1,500, nor less than \$100, plus the face value of the check, or the maximum amount allowed by law as set forth in California Civil Code Section 1719. These remedies are in addition to any other right or remedy that R&S may have.

11) Customer agrees that if customer has a dispute or a problem with R&S's work performed under this contract, Customer will notify R&S in writing of the exact nature of the problem or dispute. Customer will give R&S a reasonable opportunity to correct the problem or dispute, before hiring another to correct it or before filing a claim or lawsuit against R&S. Customer's failure to give written notice relieves R&S of all responsibility and liability to customer.

12) No action of any kind arising from or related to this contract or the performance thereof may be commenced by Customer against R&S more than two years after completion or cessation of work under this Contract.

13) No oral or prior written offers, promises, agreements, or understanding relating to the subject matter of this contract shall be binding upon R & S. No person shall depart from the Terms and Conditions herein unless authorized in writing by R&S.

14) CUSTOMER agrees, that if R&S must employ the services of an attorney to collect the amount due to R & S under this agreement, or if legal action, arbitration or mediation be instituted to enforce any term, condition or covenant set forth herein, then the prevailing party shall be entitled to recover all costs and attorneys fees actually incurred in addition to any other damages awarded. CUSTOMER agrees that the California Court located nearest to the address of R & S as set forth on the face of the Contract shall have jurisdiction over the subject matter of the contract and shall be the proper Court for bringing any such legal action and CUSTOMER agrees to be bound by the decision of such California Court which shall interpret the provisions of the contract according to California law.

15) In case one or more of the provisions of this Agreement shall be invalid, unenforceable or illegal, the validity, enforceability and legality of the remaining provisions shall not in any way be impaired thereby.

16) A failure by Customer to make payment when due is a material breach of this agreement.

# Coversheet

## Discussion regarding Water Heater Proposal

**Section:** II. Agenda Items  
**Item:** C. Discussion regarding Water Heater Proposal  
**Purpose:** Discuss  
**Submitted by:** Marisol Magana, Director of Operations  
**Related Material:** E - Water Heater Proposal 2018.10.11.pdf

**BACKGROUND:**  
Proposal from First Class Water Heaters



**ARTICLE 1 THE WORK OF THIS CONTRACT**

This Agreement entered into as of the day and year first written above.

The Contractor shall fully execute the Work described in the Contract Documents, described as follows:

The Work is generally described as the construction work necessary to provide turnkey installation of a 199,000 BRU/HR tankless, instantaneous-demand natural-gas fired water heater and removal of the existing 100 gallon conventional natural gas fired water heater it is replacing.

A more detailed Scope of Work is provided by attaching a TASK ORDER (Exhibits “A”, “B”, and “C”) to this Contract, and the terms and conditions of the Task Order will take precedence

**ARTICLE 2 RELATIONSHIP OF THE PARTIES**

The Contractor accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Owner and exercise the Contractor’s skill and judgment in furthering the interests of the Owner; to furnish efficient business administration and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner’s interests. The Owner agrees to furnish and approve, in a timely manner, the information required by the Contractor to perform the Work and to make payments to the Contractor in accordance with the requirements of the Contract Documents.

**ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**

**3.1** The date of commencement of the Work shall be per a Notice to Proceed to be issued by the Owner.

**3.2** The Contractor shall have a reasonable period of time to complete this Project, consistent with the timing of the information provided by the Owner concerning the scope of work to be performed.

**ARTICLE 4 BASIS FOR PAYMENT**

**4.1 CONTRACT SUM**

**4.1.1** The Owner shall pay the Contractor the Cost of the Work for the scope of work as defined in the Scope and Work Schedule attached hereto as TASK ORDER Exhibit “A” and the Fixed Turnkey Price attached hereto under as TASK ORDER Exhibit “B” Price and Payment Terms.

**ARTICLE 5**

**5.1 PROGRESS PAYMENTS**

**Contract for HVAC Project – First Class Water Heaters and AIMS****08/01/18**

5.1.1 The Contractor shall, once every month, deliver to the Owner an application for payment (“Application for Payment”) setting forth the amount which the Contractor believes it is entitled to be paid for the current period. Such Application for Payment shall be supported by such data substantiating the Contractor’s right to payment as the Owner may reasonably require including, without limitation, copies of invoices from Subcontractors and material suppliers, receipts and vouchers, a Prevailing Wage Report using the standard California Department of Industrial Relations form, attached hereto as TASK ORDER Exhibit “C”, and a conditional release of lien upon progress payment and a Conditional Release upon Progress Payment. Upon payment, Contractor shall supply Owner with an Unconditional Release of Lien upon Progress Payment.

5.1.2 The Owner will review each Application for Payment, and will pay the amount due within thirty (30) days after Owner’s receipt of the Application for Payment.

5.1.3 The Contractor shall promptly pay each Subcontractor upon receipt of payment out of the amount paid to the Contractor on account of each Subcontractor’s Work, the amount to which said Subcontractor is entitled, reflecting the percentage actually retained, if any, from payments to the Contractor on account of such Subcontractor’s Work.

5.1.4 The Contractor agrees to keep the Work on the site(s) on which Work is to be performed or materials to be furnished pursuant to the Contract Documents free and clear of all mechanic’s liens and claims of liens, provided that the Owner has paid the Contractor the amount due for the labor, services and materials which are the subject of the lien.

**5.2 FINAL PAYMENT**

5.2.1 Upon receipt of written notice from the Contractor that the Work is complete and ready for final inspection, all corrections made, all reports and there is no other unfinished Work, and upon receipt of a final Application for Payment, including all completed and signed Prevailing Wage Reports using the standard California Department of Industrial Relations form, attached hereto as TASK ORDER Exhibit “C”, the Owner will promptly make such inspection and, when it finds the Work acceptable and the Contract fully performed, the Owner will promptly approve final payment.

5.2.2 Final payment, constituting the unpaid balance of the Contract Sum, if any, (subject to any retention with respect to minor work or defective work) shall be due and payable thirty (30) days following the receipt of a final Application for Payment provided that as a condition to such payment the Owner has approved the Work, and Contractor has provided an Unconditional Release of Lien upon final payment for itself and all subcontractors or supplier.

5.2.3 If there should remain minor items to be completed, the Contractor and the Owner shall list such items and the Contractor shall deliver, in writing, its unconditional promise to complete said items within a reasonable time following substantial completion of the work. The Owner may retain an amount equal to one and one-half (1-1/2) times the cost to complete the minor work (“punch-list work”), as reasonably determined by Owner, until such time as the punch-list work is completed.



## **ARTICLE 6 THE CONTRACT DOCUMENTS**

**6.1** The Contract Documents consist of this Agreement Between Owner and Contractor, the bid set of Construction Documents, and the Contractor’s proposal attached as Exhibit “A”. The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Change Order. The Contract Documents shall not be construed to create a contractual relationship between the Owner and a Subcontractor or sub-subcontractor between any persons or entities other than the Owner and Contractor.

**6.2** The term “Work” means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor’s obligations. The Work may constitute the whole or a part of the Project.

## **ARTICLE 7 OWNER**

### **7.1 INFORMATION AND SERVICES REQUIRED OF THE OWNER**

**7.1.1** The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

**7.1.2** The Contractor shall pay for the building permit and final inspection. Owner shall pay other permits, governmental fees and charges required for the construction, use or occupancy of permanent structures or permanent changes in existing facilities.

### **7.2 OWNER’S RIGHT TO STOP THE WORK**

If the Contractor fails to correct Work which is not in accordance with the requirements of the Contract Documents, or persistently fails to carry out the Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order is eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity.

### **7.3 OWNER’S RIGHT TO CARRY OUT THE WORK**

If the Contractor defaults or persistently fails or neglects to carry out the Work in accordance with the Contract Documents, or fails to perform a provision of the Contract, the Owner, after ten (10) days written notice to the Contractor and without prejudice to any other remedy the Owner may have, may make good such deficiencies and may deduct the reasonable cost thereof, from the payment then or thereafter due the Contractor.

## **ARTICLE 8 CONTRACTOR**

**8.1** The Contractor shall supervise and direct the Work, using the Contractor’s best skill and attention. The Contractor shall be solely responsible for and have control over construction

**Contract for HVAC Project – First Class Water Heaters and AIMS****08/01/18**

means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters.

**8.2** The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for or on behalf of the Contractor or any of its Subcontractors.

**8.3** The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

**8.4 WARRANTY**

8.4.1 The Contractor warrants to the Owner that materials and equipment furnished under the Contract will be of good quality and new unless otherwise required or permitted by the Contract Documents, that the Work will be free from defects not inherent in the quality required or permitted, and that the Work will conform with the requirements of the Contract Documents. The Contractor's warranty excludes remedy for damage or defect caused by abuse, modifications not executed by the Contractor, improper or insufficient maintenance, improper operation or normal wear and tear and normal usage.

8.4.2 Pursuant to the terms of this warranty, the Contractor shall promptly correct Work rejected by the Owner for failing to conform to the requirements of the Contract Documents if discovered within one year after the date of Substantial Completion of the Work, provided that the Owner gives the Contractor prompt written notice of the discovery of the condition. The Contractor shall correct it promptly after receipt of written notice from the Owner to do so.

**8.5 CLEANING UP**

The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove from and about the Project waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus material.

**ARTICLE 9 CHANGES IN THE WORK**

**9.1** The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly. Such changes in the Work shall be authorized by written Change Order signed by the Owner and Contractor or by a written Construction Change Directive signed by the Owner.

**ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY****10.1 SAFETY PRECAUTIONS AND PROGRAMS**

**Contract for HVAC Project – First Class Water Heaters and AIMS****08/01/18**

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract. The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to:

- (1) employees on the Work and other persons who may be affected thereby;
- (2) the Work and materials and equipment to be incorporated therein; and
- (3) other property at the site or adjacent thereto.

The Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety of persons and property and their protection from damage, injury or loss. The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, a Subcontractor, a sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible, except for damage or loss attributable to acts or omissions of the Owner, and not attributable to the fault or negligence of the Contractor.

**10.2 PROTECTION OF STUDENTS – WORK DURING SCHOOL HOURS****10.2.1 Fingerprinting and Criminal Records Check of Contractor’s Employees.**

Contractor shall comply with the provisions of Education Code §45125.1 regarding the submission of fingerprints to the California Department of Justice and the completion of criminal background investigations of the contractor and/or its employees.

Contractor shall not permit any employee to have any contact with AIMS pupils until such time as Contractor has verified in writing to the AIMS Project Lead that such employee has not been convicted of a felony, as defined in Education Code §45125.1.

**ARTICLE 11 INSURANCE****11.1 CONTRACTOR’S LIABILITY INSURANCE**

11.1.1 The Contractor shall purchase and maintain such insurance as will protect him from claims set forth below which may arise out of or result from the Contractor’s operations under the Contract, whether such operations be by himself or by any Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

Worker’s Compensation and Employer’s Liability Insurance with limits of not less than required by law.

Commercial General Liability Insurance, (Insurance Services Office, Form CG 00 01 or equivalent), including

**Contract for HVAC Project – First Class Water Heaters and AIMS****08/01/18**

- Personal Injury, including accidental death, with limits of not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate;
- Property Damage, including Broad Form Property Damage Coverage, with limits of not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate;
- Products Liability/Completed Operations Liability, with limits of not less than One Million Dollars (\$1,000,000) in the aggregate; and
- Automobile Liability - One million dollars (\$1,000,000) for bodily injury and property damage each accident limit.

Before commencing the Work, the Contractor shall furnish a) certificate, satisfactory to Owner, from each insurance company showing that the above insurance is in force, stating policy numbers, dates of expiration, and limit of liability thereunder and b) a certificate naming Owner as an additional insured on a combination of a ISO form CG 20 37 and an ISO CG 20 10 10/01 form or its approved equivalent.

**ARTICLE 12 MISCELLANEOUS PROVISIONS****12.1 ASSIGNMENT OF CONTRACT**

Neither party to the Contract shall assign the Contract without written consent of the other.

**12.2 GOVERNING LAW**

The Contract shall be governed by the laws of the State of California.

**12.3 TESTS AND INSPECTIONS**

Tests, inspections and approvals of portions of the Work required by the Contract Documents or by laws, ordinances, rules, regulations or orders of public authorities having jurisdiction shall be made at an appropriate time. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority. The Owner shall bear all related costs of tests, inspections and approvals. The Contractor shall give the Owner timely notice of when and where tests and inspections are to be made so that the Owner may be present for such procedures.

**ARTICLE 13 INDEMNIFICATION**

**13.1** To the fullest extent permitted by law, Contractor agrees to indemnify, hold harmless and defend Owner and its Officers, Agents and Employees from and against any and all claims, losses, damages, liability including defects in the work arising out of the negligent acts, errors or omissions and/or breaches of this agreement except to the extent caused by the active or sole negligence, or willful misconduct of the Owner.

**ARTICLE 14        DISPUTES**

**14.1** All disputes not settled by negotiation or mediation shall be resolved by resort to such rights and remedies as the parties each may have at law or in equity. Except to the extent that this AGREEMENT expressly permits a party to suspend performance, pending final resolution of a dispute, the parties shall each proceed diligently and faithfully with performance of their respective obligations under this AGREEMENT. CONTRACTOR acknowledges and agrees that, should a dispute proceed pursuant to this Section, the only issues that the CONTRACTOR may raise in such proceedings are those that were specifically included in its written claim submitted in accordance with this AGREEMENT, as applicable to the type of WORK. Failure to specifically describe an issue in the written claim within 10 days constitutes a waiver of that claim and shall preclude CONTRACTOR from raising such claim in any court or arbitration proceeding.

This Agreement entered into as of the day and year first written above.

American Indian Public Charter School

First Class Water Heaters

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
CONTRACTOR (Signature)

By: Maya Woods-Cadiz

By: Carl J. Fuller

Its: Superintendent

Its: General Manager

1024238

License Number

**Form of TASK ORDER  
Exhibit A**

**Scope of Work and Schedule**

Facility: American Indian Public Charter School

Address: 171 12<sup>th</sup> Street, Oakland, CA 94607-4900

**Primary Contact for Site:** Marisol Magana, Tel: (510) 893-8701; Email: [marisol.magana@aimschools.org](mailto:marisol.magana@aimschools.org)

**Project Manager Name and Contact Info:**

James Richmond, First Note Finance *inc*; Cell: (303) 517-8640; Email: [James@FirstNoteFinance.com](mailto:James@FirstNoteFinance.com)

Amanda Kielian, First Note Finance *inc*; Cell: (650) 534-8102; Email: [Amanda@FirstNoteFinance.com](mailto:Amanda@FirstNoteFinance.com)

**Project Manager Name and Contact Info for CONTRACTOR:**

David Ballard, Tel: (925) 301-7890; Email: [firstclasswaterheaters@gmail.com](mailto:firstclasswaterheaters@gmail.com)

Scope of Work Narrative:

This project consists of the complete turnkey installation of a 199,000 BTU/HR tankless, instantaneous-demand natural-gas fired water heater, and removal of the 100 gallon conventional natural gas water heater it is replacing. The contractor includes a parts and labor warranty for 90 days under conditions of normal usage. The contracted tank is the following:

<b>Brand</b>	<b>Model</b>	<b>BTU's</b>	<b>Size</b>
Navien	Tankless Model NPE-240A	199,000	100 Gallon

**Contract for HVAC Project – First Class Water Heaters and AIMS**

**08/01/18**

**First Note Finance inc**  
Energy Savings Made Simple



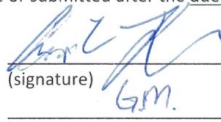
**Bid Form - Schedule of Values – AIMS**

*For your bid to be accepted as responsive, all blanks in both tables below must be filled in with a price, or "N/A", or "included". Leaving blanks may result in your bid being rejected.*

**American Indian Model Schools**  
**171 12th Street, Oakland, CA 94607-4900**

		Total
1	Prepare and Submit Feasibility Study	250
2	Obtain Engineering and Permits	400
3	Secure and Assist with Collection of Rebates & Incentives	NA
4	Replace one 100-gallon DHW with a tankless, instantaneous-demand natural-gas fired water heater	6,000
5	Removal/Disposal	300
6	Other Costs	0
	<b>Fixed Turnkey Price, 171 12th Street, Oakland, CA 94607-4900</b>	<b>\$ 6,950</b>

**Certification:** I, (name) Carl Fuller, am qualified to make this bid-offer commitment on behalf of my company. The fixed, turnkey price provided is all-inclusive. I understand that this bid is provided to the client without expectation for compensation of any kind for the cost of preparing it, and that the Client (American Indian Model Schools), or its designated Energy Manager (First Note Finance inc) may reject this bid if it is not responsive, complete or submitted after the due date of 4:00 PM on June 28, 2018.

  
 (signature) \_\_\_\_\_ (date) 6/25/18  
 \_\_\_\_\_  
 (title) GM.

Please submit your bid via email attachment on or before the date and time due to  
[Amanda@FirstNoteFinance.com](mailto:Amanda@FirstNoteFinance.com)

**Contract for HVAC Project – First Class Water Heaters and AIMS**

**08/01/18**

Project Budget: \$6,950.00

The project budget includes all costs of all contractors, including mechanical, electrical, permits, materials, supplies, demolition... everything.

Product Cut Sheets:

A comprehensive set of project cut sheets will be submitted by CONTRACTOR. Please see link below for a comprehensive set of project cut sheets. They are also included at the end of this document for reference.

<https://www.dropbox.com/sh/0ea5uogykwt9zjx/AACbcuJx9hhZRLxKuA7jzkya?dl=0>



**Exhibit B**

**Price and Payment Terms**

Fixed Turnkey Price: \$6,950.00

(This is the fixed turnkey price to be paid to CONTRACTOR for its completion of the Work, including all products, parts, materials, labor, travel expenses, permits and overhead.)

**Payment Terms:**

- One final invoice per the following Schedule of Values. Payment terms at net 15 days.
- Joint-party checks to ensure payment to equipment suppliers shall be indicated on Final Invoice. All material & equipment suppliers shall be identified, so joint-party checks can be issued.
- Unconditional Waiver and Release upon Final Payment (California Civil Code 8138) is required from all equipment suppliers and/or subcontractors for final payment.
- Unconditional Waiver and Release upon Final Payment (California Civil Code 8138) from the CONTRACTOR is required for final payment.

Schedule of Values:

<b>Project Milestone</b>	<b>% Completed</b>	<b>Amount</b>
Pass Inspection, Warranty and O&M Manual	100%	\$6,950.00

**Exhibit C**

**CA Department of Industrial Relations Prevailing Wage Reporting Form – PWC 100**

This project is funded in whole or in part using Proposition 39 State funding. This statute prohibits sole sourcing of contractors and requires registration with DIR as well as compliance with applicable Prevailing Wage law.

Please use your existing DIR login or register at:

DIR PWC 100 Log-in Site: <https://www.dir.ca.gov/pwc100ext/LoginPage.aspx>



## NPE Series Tankless Water Heaters Specification Sheet

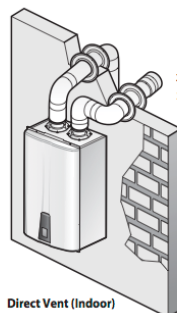
- Certified design according to **ANSI Z21.10.3 - CSA 4.3-2015** standards for both indoor or outdoor installations (with optional Outdoor Vent Kit)
- Compatible with **1/2" gas pipe up to a length of 24 ft\*** (\*see Installation Manual for additional information)
- Compatible with **2" PVC vent up to 60 ft\*\* and 150 ft\*\* using 3" PVC vent** (\*\*with no elbows)
- Gas Input Ranges
  - NPE-150 - 120,000 to 18,000 BTU/h
  - NPE-180 - 150,000 to 15,000 BTU/h
  - NPE-210 - 180,000 to 19,900 BTU/h
  - NPE-240 - 199,900 to 19,900 BTU/h
- Hot Water Flow Rate Capacity (\*based on 35°F temperature rise)
  - NPE-150 - 6.8 GPM
  - NPE-180 - 8.4 GPM
  - NPE-210 - 10.1 GPM
  - NPE-240 - 11.2 GPM
- **Dual Primary and Secondary Stainless Steel Heat Exchangers** for optimum efficiency and durability
- **Built-in Control Panel** - allows adjustment of temperature settings and displays the operating status and error codes
- **ComfortFlow™ Technology** - "A" models come included with built-in 0.5 gallon **Buffer Tank and Recirculation Pump** to provide maximum comfort
- **INTELLIGENT Preheating** - recognizes hot water usage patterns to intelligently provide hot water when needed (optional for "S" models)
- **Temperature Options** - available temperature settings for Residential applications range from 98°F up to 140°F with high temperature Commercial mode capable of up to 182°F
- **Ready-Link Cascade Compatible** for up to 16 units for increased hot water production
- **Common Vent Compatible** - allows for cascade systems to use a single exhaust and/or intake pipe for up to 8 units with the use of the Common Vent Backflow Damper Collar Kit (#30014367A)
- Compatible with **Navilink Wi-Fi Control** (#PBCM-AS-001)
- **Freeze Protection** - maintains normal operation during freezing ambient temperatures down to -5°F (standard on all models)
- **Uniform Energy Factor Ratings** for NG and LP units
  - NPE-180A/210A/240A - 0.96 UEF (0.97 EF for Canada)
  - NPE-150S - 0.96 UEF (0.97 EF for Canada)
  - NPE-180S/210S/240S - 0.97 UEF (0.99 EF for Canada)
- Compatible with **Natural Gas (NG) and Propane (LPG)\*\*\*** (\*\*\*) requires installation of included Field Conversion Kit by a qualified gas servicer)
- Approved for Installations on **Mobile/Manufactured Homes**
- Certified by **CSA, NSF 5, AHRI, AB1953 CA Low Lead, SCAQMD** (Rule 1146.2 Type 1 - Complies with 14 ng/j or 20 ppm NOx @ 3% O2)
- **15-Year Heat Exchanger and 5-Year Parts Warranty (Residential)\*\*\*\***  
**8-Year Heat Exchanger and 5-Year Parts Warranty (Commercial)\*\*\*\*** (\*\*\*\* see Navien Limited Warranty)
- **Optional accessories** are available (see below)



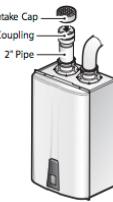
**Sleek Design - Compatible with 2" PVC Vent and 1/2" Gas Pipe**



**Built-In Control Panel with Diagnostics**



Direct Vent (Indoor)



Non-Direct Vent (Indoor)

**Indoor and Outdoor Venting Options**



Non-Direct Vent (Outdoor)



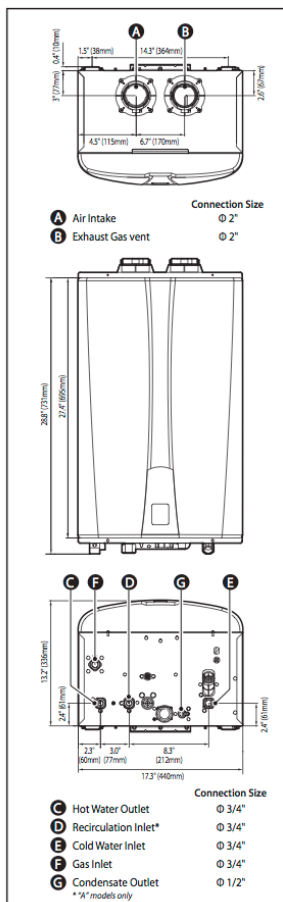
**Job Name:** \_\_\_\_\_  
**Location:** \_\_\_\_\_  
**Engineer:** \_\_\_\_\_  
**Wholesaler:** \_\_\_\_\_  
**Contractor:** \_\_\_\_\_  
**Model No.:** \_\_\_\_\_  
**Submitted to:** \_\_\_\_\_

<b>Remote Controller</b> NR-20DU (30009757A)	<b>Plumb Easy Valve Set (3/4")</b> (30009323A - Lead Free) (30012581A - for Pipe Cover)	<b>Condensate Neutralizer</b> (GX0001322 - Single Unit) (GX0001324 - Up to 6 Units) (GX0001325 - Up to 16 Units)	<b>Ready-Link Communication Cable</b> (GX00000546)	<b>Outdoor Vent Kit</b> (30010604A)	<b>External Pump Wire</b> (GX00001319)	<b>3" Vent Termination Caps and Wall Flanges</b> (GX003873B)



## NPE Series Tankless Water Heaters Specification Sheet

### Dimensions



### Specifications

Item	NPE-150S	NPE-180A	NPE-180S	NPE-210A	NPE-210S	NPE-240A	NPE-240S
Heat Capacity (Input)	Natural Gas	18,000-120,000 BTU/H	15,000-150,000 BTU/H		19,900-180,000 BTU/H		19,900-199,900 BTU/H
	Propane Gas	15,000-150,000 BTU/H	19,900-180,000 BTU/H		19,900-199,900 BTU/H		
Efficiency Ratings	UEF (for NG & LP)	0.96	0.96	0.97	0.96	0.97	0.96
	EF (Canada) (for NG & LP)	0.97	0.97	0.99	0.97	0.99	0.97
Flow Rate (DHW)	35°F (19°C) Temp Rise	6.8 GPM (26 L/m)	8.4 GPM (32 L/m)		10.1 GPM (38 L/m)		11.2 GPM (42 L/m)
	45°F (25°C) Temp Rise	5.3 GPM (20 L/m)	6.5 GPM (25 L/m)		7.8 GPM (30 L/m)		8.7 GPM (33 L/m)
	67°F (36°C) Temp Rise	3.2 GPM (12 L/m)	4.3 GPM (16 L/m)	4.2 GPM (16 L/m)	5.0 GPM (19 L/m)	5.2 GPM (20 L/m)	5.6 GPM (21 L/m)
Dimensions	17.3"(W) x 27.4"(H) x 13.2"(D)						
Weight	55 lbs (25kg)	75 lbs (34kg)	67 lbs (30kg)	82 lbs (37 kg)	75 lbs (34kg)	82 lbs (37 kg)	75 lbs (34kg)
Installation Type	Indoor or Outdoor Wall-Hung						
Venting Type	Forced Draft Direct Vent						
Ignition	Electronic Ignition						
Water Pressure	15-150 PSI						
Natural Gas Supply Pressure (from source)	3.5 in WC-10.5 in WC						
Propane Gas Supply Pressure (from source)	8 in WC-13 in WC						
Natural Gas Manifold Pressure (min-max)	-0.04 in WC - -0.38 in WC	-0.04 in WC - -0.84 in WC		-0.05 in WC - -0.36 in WC		-0.05 in WC - -0.58 in WC	
Propane Gas Manifold Pressure (min-max)	-0.04 in WC - -0.42 in WC	-0.05 in WC - -0.50 in WC		-0.10 in WC - -0.66 in WC		-0.10 in WC - -0.78 in WC	
Minimum Flow Rate	0.5 GPM (1.9 L/m), < 0.01 GPM (0.04 L/m) option for "A" models*						
Connection Sizes	Cold Water Inlet	3/4 in NPT					
	Hot Water Outlet	3/4 in NPT					
	Gas Inlet	3/4 in NPT					
Power Supply	Main Supply	120V AC, 60Hz					
	Maximum Power Consumption	200W (max 2A), 350W (max 4A) with external pump connected					
Materials	Casing	Cold Rolled Carbon Steel					
	Heat Exchangers	Primary Heat Exchanger: Stainless Steel Secondary Heat Exchanger: Stainless Steel					
Venting	Exhaust	2" or 3" PVC, CPVC, Polypropylene 2" or 3" Special Gas Vent Type BH (Class II, A/B/C)					
	Intake	2" or 3" PVC, CPVC, Polypropylene 2" or 3" Special Gas Vent Type BH (Class II, A/B/C)					
	Vent Clearances	0" to combustibles					
Safety Devices	Flame Rod, APS, Ignition Operation Detector, Water Temperature High Limit Switch, Exhaust Temperature High Limit Sensor, Power Surge Fuse						

\* Available for "A" models configured in an optional ComfortFlow recirculation mode. Additional energy use will occur when using recirculation.

Gas-fired, tankless, condensing, wall-mounted water heater(s) shall be direct vent NPE Series models as manufactured by Navien, Inc. and are certified by CSA Group to the latest edition of ANSI standard Z21.10.3/CSA 4.3. Water heater(s) shall have a 15-year limited Heat Exchanger warranty and 5-year limited Parts warranty (8-year Heat Exchanger and 5-year Parts for Commercial use) per Navien Limited Warranty. Unit(s) shall be designed to burn natural gas and can be for use with propane when a Field Conversion Kit is installed. Water heater(s) shall have a nominal flow rate capacity of \_\_\_\_\_ GPM/GPH at \_\_\_\_\_°F rise with rated input of \_\_\_\_\_ BTU/hr. Water heater(s) shall be vented with 2" PVC/CPVC vent pipe at a distance not to exceed 60' (or equivalent) with each elbow equal to 8' of pipe length or 3" PVC/CPVC vent pipe at a distance of 150' (or equivalent) with each elbow equal to 5' of pipe length. Water heater(s) is rated for 150 PSI working water pressure and 300 PSI test pressure. Gas supply pressure shall be 3.5" to 10.5" WC for natural gas and 8.0" to 13.0" WC for propane. Unit(s) shall have a steel case, dual stainless steel heat exchangers, eco premixed burner, negative pressure gas valve, dual venturi, 3/4" inlet gas connection, 3/4" brass inlet/outlet water connections, water holding capacity of 0.6 gallons for the NPE-150S, 1.0 gallon for the NPE-180A model (0.7 gallons for NPE-180S model), 1.2 gallons for the NPE-210A/NPE-240A models (0.7 and 0.9 gallons for NPE-210S and NPE-240S models respectively), and a condensate collector. The NPE-150S model weighs 55 lbs, the NPE-180A model weighs 75 lbs (NPE-180S weighs 67 lbs), and the NPE-210A/NPE-240A models weigh 82 lbs (NPE-210S and NPE-240S weigh 75 lbs). Unit(s) shall include features such as an adjustment for installations at high elevation, temperature lockout, and temperature options from 98-120°F in 1°F intervals and 125-140°F in 5°F intervals. The unit(s) shall include additional temperature options of 150-180°F in 10°F intervals, and 182°F for high temperature commercial applications. All NPE "A" models shall include an internal circulation pump and 0.5 gallon buffer tank. The water heater(s) shall be controlled by an internal circuit board that monitors the inlet and outlet temperatures with installed thermistors, sensing and controlling flow rate to set point temperature with air-fuel ratio controls in order to maintain thermal combustion efficiency. Unit(s) shall include safety features such as flame sensor system, high limit sensors, overheat prevention device, freeze protection mode, and fan motor rotation detector. Multi-system (cascade) applications that require 2 to 16 units shall be installed by connecting the units using cable-only connections (Ready-Link). Cascade systems can be common vented with up to 8 units when a Common Vent Backflow Damper Collar Kit is installed. The water heater(s) exceeds the energy efficiency requirements of ASHRAE 90.1-2013 and is listed by SCAQMD rule 1146.2 (Type 1) for Low NOx that complies with 14 ng/J or 20 ppm NOx requirements @ 3% O2.

\*Navien reserves the right to change specifications at any time without prior notice

Navien, Inc. 20 Goodyear, Irvine, CA 92618 Ph: (949)420-0420 Fax: (949)420-0430 www.Navien.com

Rev. 11/16

# Coversheet

## Discussion regarding Energy Saving Update

**Section:** II. Agenda Items  
**Item:** E. Discussion regarding Energy Saving Update  
**Purpose:** Discuss  
**Submitted by:**  
**Related Material:** Update 2018.10.11 - Prop 39 Energy Savings.pdf  
Prop 39 Energy Savings - Permit Fee.pdf

## Prop 39 Energy Savings – Update 10/11/18

*What work has been done for the HVAC system?*

**<James Richmond>**

AIM1 – Replace furnace \$74,763.00

AIM2 – 3-Ton Split System – re-stocking fee \$4,125.00

AIM2 – Replace hot deck fan motor and cold deck VFD -- \$ 19,800.00

AIM1 – DDC Controls System for roof top equipment -- \$89,400.00

AIM2 – VFD for hot deck fan motor -- \$ 9,930.00

AIM2 – replace various parts -- \$ 8,640.00

AIM1 – ductwork modifications for furnace -- \$ 9,667.20

- There are Prop-39 funds remaining to upgrade the VAV controls for the 2<sup>nd</sup> floor wing. The Prop-39 plan will need to be amended, dropping the Solar PV project, and applying that funding to the HVAC. Before we submit this amendment, the scope of the remaining HVAC work needs to be settled, defined, and price quoted. Prop-39 amendments re-open after October 15<sup>th</sup>.
- The LED Lighting and Cool Roof projects are completed.
- The domestic hot water project has been bid out, and presently requires action by AIM to sign the contract. \$ 6,950.00
- The plug load management project also needs to be encumbered, or dropped. \$ 1,575.00

*What are the guidelines for the bidding process for the Prop 39 projects?*

**<James Richmond>**

**No Sole Source**

The Prop 39 guidelines reference the Public Resources Code and Public Contract Code in regard to awarding contracts under the Prop-39 program. While these code sections require a public bid process, the guidelines also defer to an LEA's own procurement regulations and procedures, so long as they comply with the afore-mentioned codes. While LEAs may not sole source a contract to a single contractor, they may use "best value" criteria whereby a contract may be awarded based on overall value (as determined by the LEA) as opposed to lowest price. There is no minimum number of bids a school may receive in awarding a contract, nor is there a requirement to advertise the bids in a local trade journal,

for example, – a common practice at the District-level. A standard public RFP/RFQ process ensures that an LEA is compliance with the PROP-39 guidelines in this regard.

*..Why did we not apply for furnace permit at the beginning of the project and waited until the board asked that we apply?*

<**James Richmond**> The building permit is the contractor's responsibility, e.g. Carrier Corporation. It is our understanding that there was a high priority at the school for getting the furnace installed and the heat back on, at the time.

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www.nuance.com



Marisol Magana <marisol.magana@aimschools.org>

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## Permit Fee

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**August, Bruce UTC CCS** <Bruce.August@carrier.utc.com>  
To: Marisol Magana <marisol.magana@aimschools.org>  
Cc: Tiffany Tung <tiffany.tung@aimschools.org>

Thu, Oct 11, 2018 at 4:38 PM

Hi Marisol,

Please find the following, unfortunately the person who does this has been on vacation and won't be back until tomorrow. I will send you the invoice with the following breakdown tomorrow.

9.5hrs. X \$200/hr. = \$1,900

Miso=\$45

Permit \$365

Total fees to obtain permit=\$2,310.

Thanks, BSA

---

**From:** August, Bruce UTC CCS  
**Sent:** Wednesday, October 10, 2018 11:50 AM  
**To:** 'Marisol Magana'  
**Cc:** Tiffany Tung  
**Subject:** RE: [External] Permit Fee

[Quoted text hidden]