

BOARD OF EDUCATION

AGENDA

Tuesday, April 25, 2023 - ROOM 33 - 6:00 PM

Persons who are in need of disability-related modification of accommodation to participate in the board meeting must make a request in writing to the District Office, 21644 Avenue 196 Strathmore, California, 559-568-1741 x. 203. A request for accommodation should specify the nature of the modification or accommodation requested, including any necessary auxiliary aids or services required and the name and telephone number of the person making the request. The written request should be done as soon as possible and no later than two days before the meeting. The agenda, agenda packet, and any written documents distributed to the Board during a public meeting will be made available in appropriate alternative formats upon request by a person with a disability as required by the Americans with Disabilities Act. Written documents concerning agenda items are available for public inspection during normal business hours within 72 hours of the regular board meeting at the Sunnyside Union School District Office.

A. CALL TO ORDER

☐ Kimberly Braziel ☐ Humberto Quezada ☐ Jessica Padilla ☐ Schuyler Glover ☐ Humberto Cardenas

B. APPROVAL OF AGENDA

☐ Kimberly Braziel (Aye, No, Ab) ☐ Humberto Quezada (Aye, No, Ab) ☐ Jessica Padilla (Aye, No, Ab)
☐ Schuyler Glover (Aye, No, Ab) ☐ Humberto Cardenas (Aye, No, Ab)

C. PLEDGE OF ALLEGIANCE

D. PUBLIC COMMENT

Members of the public may address the Board on non-agenda items that are within the subject matter jurisdiction of the Board. Speakers may be called in the order that requests are received, or grouped by subject area. We ask that comments are limited to **three (3) minutes** with no more than **15 minutes per single topic** so that as many people as possible may be heard. By law, the Board is allowed to take action only on items on the agenda. The Board may, at its discretion, refer a matter to district staff or calendar the issue for future discussion.

E. CONSENT CALENDAR

(The purpose of the Consent Calendar is to group items that may be approved routinely. Items on the Consent Calendar may be individually addressed or removed from the Consent Calendar at the request of a Board Member.)

BUSINESS ITEMS

1. Approve Pay Vouchers/Purchase Orders for April 5 and 13 of 2023
 - a. Numbering: 231299 - 231355
 - b. Totalling: \$107,356.14

F. DISCUSSION

1. Discussion on Transportation Systems
2. Update on Paideia Seminars and Collegial Visits
3. Differentiated Assistance Update
4. Review of the First Draft of the 2023-24 Local Control and Accountability Plan
5. Discussion on vision and future Arts program at Sunnyside
6. End of Year Update - Student Activities
7. General Discussion on Goals and Vision for the 2023-2024 School Year

G. ACTION ITEMS

1. Consideration and approval of Surplus/Unusable Material List - Band and Music.
☐ Kimberly Braziel (Aye, No, Ab) ☐ Humberto Quezada (Aye, No, Ab) ☐ Jessica Padilla (Aye, No, Ab)
☐ Schuyler Glover (Aye, No, Ab) ☐ Humberto Cardenas (Aye, No, Ab)
2. Consideration and approval of ELOP-Mental Health Piggyback Bid
☐ Kimberly Braziel (Aye, No, Ab) ☐ Humberto Quezada (Aye, No, Ab) ☐ Jessica Padilla (Aye, No, Ab)
☐ Schuyler Glover (Aye, No, Ab) ☐ Humberto Cardenas (Aye, No, Ab)

3. Consideration and approval between of agreement for ELOP-Mental Health Building with American Modular Systems in the Amount of \$1,067,00.00.
☐ Kimberly Braziel (Aye, No, Ab) ☐ Humberto Quezada (Aye, No, Ab) ☐ Jessica Padilla (Aye, No, Ab)
☐ Schuyler Glover (Aye, No, Ab) ☐ Humberto Cardenas (Aye, No, Ab)
4. Consideration and approval for Superintendent-Principal to attend Small School Superintendents Association Summer Retreat June 28-29, 2023, in Pismo Beach, California.
☐ Kimberly Braziel (Aye, No, Ab) ☐ Humberto Quezada (Aye, No, Ab) ☐ Jessica Padilla (Aye, No, Ab)
☐ Schuyler Glover (Aye, No, Ab) ☐ Humberto Cardenas (Aye, No, Ab)
5. Consideration and approval for Superintendent-Principal to attend PAIDEIA National Conference in Amarillo, Texas, June 22-23, 2023.
☐ Kimberly Braziel (Aye, No, Ab) ☐ Humberto Quezada (Aye, No, Ab) ☐ Jessica Padilla (Aye, No, Ab)
☐ Schuyler Glover (Aye, No, Ab) ☐ Humberto Cardenas (Aye, No, Ab)
6. Consideration and approval of the Coordinator of Special Project Job Description
☐ Kimberly Braziel (Aye, No, Ab) ☐ Humberto Quezada (Aye, No, Ab) ☐ Jessica Padilla (Aye, No, Ab)
☐ Schuyler Glover (Aye, No, Ab) ☐ Humberto Cardenas (Aye, No, Ab)

H. CLOSED SESSION

1. Identify closed-session topics for discussion. Read Closed Session Items
2. Public Comment on Closed Session Items
Members of the public may address the Board regarding items on the Closed Session Agenda prior to the Board's adjournment into Closed Session. Individual Speakers are allowed 3 minutes to address the Board. The Board shall limit the total time for public input to 15 minutes for each item.
3. Adjourn to Closed Session
4. Closed Session Agenda Items
 - a. Conference and Labor Negotiator - Government Code 54957.6:
 - i. CSEA Chapter 675
 - ii. Sunnyside Teachers Association /CTA
 - b. Public Employee Discipline/Dismissal/Release- Government Code 54597
 - i. Request for Extended Leave
 - c. Superintendent-Principal's Evaluation
5. Call Back to Order
6. Announcement of action taken in Closed Session

I. NEXT SCHEDULED REGULAR BOARD MEETING - May 9, 2023 - 6:00 p.m.

J. ADJOURNMENT _____ PM

Accounts Payable Final PreList - 4/5/2023 12:01:44PM

*** FINAL ***

Batch No 445

Vendor No	Vendor Name	Reference Number	Invoice Date	PO #	Invoice No	Separate		Amount	Flag	Audit EFT
						Check	Account Code			
012549	A T & T A T & T	PV-231322	4/4/2023 4/4/2023		0306025811001 0306025811001	010-00000-0-00000-27000-59000-0-0000 010-00000-0-00000-72000-59000-0-0000		\$42.09 \$18.03		
						Total Check Amount:		\$60.12		
014006	AMAZON	PV-231303	4/4/2023		1PQ4FT4PKDT	010-00008-0-00000-31400-43000-0-0000		\$97.57		
						Total Check Amount:		\$97.57		
014104	ANA BRAVO	PV-231329	4/4/2023		AB-APRIL23	010-90271-0-81000-59000-43000-0-1823		\$20.14		
						Total Check Amount:		\$20.14		
014061	ARROYO, JULIAN	PV-231324	4/4/2023		JA-MARCH23	010-07200-0-11100-10000-43000-0-0102		\$18.44		
						Total Check Amount:		\$18.44		
013195	AXIOM, LLC	PV-231335	4/5/2023		0006636	010-00000-0-00000-71500-58000-0-0000		\$1,050.00		
						Total Check Amount:		\$1,050.00		
014079	CALIFORNIA BUSINESS MACHINES	PV-231305	4/4/2023		320402/320502	010-11000-0-11100-10000-58000-0-0000		\$1,808.95		
						Total Check Amount:		\$1,808.95		
013785	CDW GOVERNMENT LLC	PV-231299	4/4/2023		hm69387	010-32170-0-11100-10000-58000-0-0000		\$727.44		
						Total Check Amount:		\$727.44		
014090	CHRISTY WHITE ACCOUNTANCY CORP	PV-231302	4/4/2023		18948	010-00000-0-00000-71910-58000-0-0000		\$4,000.00		
						Total Check Amount:		\$4,000.00		
014036	DOCUMENT TRACKING SERVICE	PV-231316	4/4/2023		9326702	010-00000-0-11100-10000-58000-0-0000		\$395.00	H	
						Total Check Amount:		\$395.00		
013574	FLYERS ENERGY, LLC FLYERS ENERGY, LLC FLYERS ENERGY, LLC	PV-231333	4/5/2023 4/5/2023 4/5/2023		CFS-3375611 CFS-3375611 CFS-3375611	010-07230-0-00000-36000-43000-0-0000 010-00000-0-00000-81000-43000-0-0000 010-90271-0-81000-59000-43000-0-1825		\$2,093.12 \$128.50 \$114.88		
						Total Check Amount:		\$2,336.50		
013463	GUNDERMAN, JODY	PV-231323	4/4/2023		JG-MARCH23	120-61050-0-00010-10000-43000-0-0000		\$42.94		

Accounts Payable Final PreList - 4/5/2023 12:01:44PM

*** FINAL ***

Batch No 445

Vendor No	Vendor Name	Reference Number	Invoice Date	PO #	Invoice No	Separate		Amount	Flag	EFT
						Check	Account Code			
013463	GUNDERMAN, JODY	PV-231325	4/4/2023		JG-MARCH23		010-00000-0-11100-10000-43000-0-0000	\$66.68		
							Total Check Amount:	\$109.62		
013934	JOSE ALCANTAR	PV-231334	4/5/2023		JA-APRIL23		010-00000-0-00000-72000-52000-0-0000	\$26.20		
							Total Check Amount:	\$26.20		
013904	KEY EVIDENCE LOCK & SAFE	PV-231332	4/4/2023		132696		010-00000-0-00000-81000-43000-0-0000	\$326.82		
							Total Check Amount:	\$326.82		
013960	KIMBALL, CARLOS	PV-231318	4/4/2023		CK-MARCH23		010-00000-0-00000-72000-52000-0-0000	\$39.30		
							Total Check Amount:	\$39.30		
013597	LAWRENCE TRACTOR CO., INC.	PV-231317	4/4/2023		596530		010-00000-0-00000-81000-43000-0-0000	\$86.40		
							Total Check Amount:	\$86.40		
013742	MID VALLEY DISPOSAL	PV-231306	4/4/2023		2623935		010-00000-0-00000-81000-55000-0-0000	\$461.55		
							Total Check Amount:	\$461.55		
013711	MISSION LINEN SUPPLY	PV-231319	4/4/2023		519006137		120-61050-0-00010-10000-58000-0-0000	\$27.53		
	MISSION LINEN SUPPLY	PV-231320	4/4/2023		519006136		130-53100-0-00000-37000-58000-0-0000	\$79.35		
	MISSION LINEN SUPPLY		4/4/2023		519006136		010-00000-0-00000-81000-58000-0-0000	\$83.35		
							Total Check Amount:	\$190.23		
012673	OFFICE DEPOT CREDIT PLAN	PV-231301	4/4/2023		1001/5001		010-00000-0-00000-72000-43000-0-0000	\$55.59		
							Total Check Amount:	\$55.59		
013792	O'REILLY AUTO PARTS	PV-231311	4/4/2023		0413/1624		010-07230-0-00000-36000-43000-0-0000	\$129.89		
							Total Check Amount:	\$129.89		
012047	PITNEY BOWES GLOBAL FINANCIAL	PV-231313	4/4/2023		31060028197		010-00000-0-00000-72000-56000-0-0000	\$187.95		
							Total Check Amount:	\$187.95		
014030	R & L Crow Distributing	PV-231321	4/4/2023		DAIRY		130-53100-0-00000-37000-47000-0-0000	\$496.40		

Accounts Payable Final PreList - 4/5/2023 12:01:44PM

*** FINAL ***

Batch No 445

Audit

Vendor No	Vendor Name	Reference Number	Invoice Date	PO #	Invoice No	Separate Check	Account Code	Amount	Flag	EFT
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012831	SISC III	PV-231312	4/4/2023		72181		010-00000-0-00000-71100-34010-0-0000	\$496.40		
	SISC III		4/4/2023		72181		010-00000-0-00000-00000-95028-0-0000	\$9,025.18	N	
	SISC III		4/4/2023		72181		010-00000-0-00000-00000-95024-0-0000	\$4,565.70	N	
								\$57,578.83	N	
								\$71,169.71		

Total Check Amount:

012867	SMART & FINAL STORES CORP.	PV-231330	4/4/2023		602/501/201/901/002/		130-53100-0-00000-37000-47000-0-0000	\$140.83		
	SMART & FINAL STORES CORP.		4/4/2023		602/501/201/901/002/		130-53100-0-00000-37000-43000-0-0000	\$14.48		
	SMART & FINAL STORES CORP.		4/4/2023		602/501/201/901/002/		010-00000-0-00000-81000-43000-0-0000	\$233.57		
	SMART & FINAL STORES CORP.		4/4/2023		602/501/201/901/002/		010-00008-0-00000-31400-43000-0-0000	\$13.98		
								\$402.86		

Total Check Amount:

005383	SOUTHERN CALIF EDISON CO	PV-231326	4/4/2023		700586727984		130-53100-0-00000-81000-55000-0-0000	\$286.88		
	SOUTHERN CALIF EDISON CO		4/4/2023		700586727984		010-00000-0-00000-81000-55000-0-0000	\$5,338.30		
								\$5,625.18		

Total Check Amount:

013392	SOUTHWEST SCHOOL & OFFICE	PV-231307	4/4/2023		60000062515		010-00000-0-00000-72000-43000-0-0000	\$1.31		
	SOUTHWEST SCHOOL & OFFICE	PV-231308	4/4/2023		60000062516		010-00000-0-00000-72000-43000-0-0000	\$19.52		
	SOUTHWEST SCHOOL & OFFICE	PV-231309	4/4/2023		60000062517		010-90271-0-81000-59000-43000-0-1822	\$35.56		
	SOUTHWEST SCHOOL & OFFICE	PV-231310	4/4/2023		60000060968		010-11000-0-11100-10000-43000-0-0000	\$9.44		
								\$65.83		

Total Check Amount:

012637	STRATHMORE PUBLIC	PV-231315	4/4/2023		10017P-00		130-53100-0-00000-81000-55000-0-0000	\$10.04		
	STRATHMORE PUBLIC		4/4/2023		10017P-00		010-00000-0-00000-81000-55000-0-0000	\$186.79		
								\$196.83		

Total Check Amount:

013264	TF TIRE & SERVICE	PV-231328	4/4/2023		344073		010-07230-0-00000-36000-56000-0-0000	\$161.96		
								\$161.96		

Total Check Amount:

005388	THE GAS COMPANY	PV-231327	4/4/2023		176216390008		130-53100-0-00000-81000-55000-0-0000	\$94.06		
	THE GAS COMPANY		4/4/2023		176216390008		010-00000-0-00000-81000-55000-0-0000	\$1,750.30		
								\$1,844.36		

Total Check Amount:

013955	VALLEY EXPETEC	PV-231304	4/4/2023		1435/1691		010-00000-0-00000-72000-58000-0-0000	\$1,188.00		
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Accounts Payable Final PreList - 4/5/2023 12:01:44PM

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Batch No 445

Audit

Vendor No	Vendor Name	Reference Number	Invoice Date	PO #	Invoice No	Separate Check	Account Code	Amount	Flag	EFT
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\$1,188.00

Total Check Amount:

013722 VAST NETWORKS
VAST NETWORKS

PV-231331

4/4/2023
4/4/202343685
43685010-00000-0-00000-27000-59000-0-0000
010-00000-0-00000-72000-59000-0-0000\$125.50
\$49.50

\$175.00

Total Check Amount:

006227 WEISENBERGERS ACE
HARDWARE

PV-231300

4/4/2023

959/718

010-00000-0-00000-81000-43000-0-0000

\$111.40

\$111.40

Total Check Amount:

Accounts Payable Final PreList - 4/5/2023 12:01:44PM

*** FINAL ***

Batch No 445

Vendor No	Vendor Name	Reference Number	Invoice Date	PO #	Invoice No	Separate		Amount	Flag	EFT	Audit
						Check	Account Code				

Total District Payment Amount: \$93,565.24

Accounts Payable Final PreList - 4/5/2023 12:01:44PM

*** FINAL ***

Batch No 445

Vendor No	Vendor Name	Reference Number	Invoice Date	PO #	Invoice No	Separate Check	Account Code	Amount	Flag	EFT
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Batch No 445

Total Accounts Payable:

\$93,565.24

The School District hereby orders that payment be made to each of the above vendors in the amounts indicated on the preceding Accounts Payable Final totaling 93,565.24 and the County Office of Education transfer the amounts from the indicated funds of the district to the Check Clearing Fund in order that checks may be drawn from a single revolving fund (Education Code 42631 & 42634).

[Signature]

4/5/2023

Authorizing Signature

Date

Fund Summary	Total
010	\$92,372.73
120	\$70.47
130	\$1,122.04
Total	\$93,565.24

Accounts Payable Final PreList - 4/13/2023 6:49:14AM

*** FINAL ***

Batch No 446

Vendor No	Vendor Name	Reference Number	Invoice Date	PO #	Invoice No	Separate		Amount	Flag	EFT	Audit
						Check	Account Code				
013718	A T & T MOBILITY - ROC	PV-231353	4/12/2023		287295413373		010-00000-0-00000-27000-59000-0-0000	\$291.12			
	A T & T MOBILITY - ROC		4/12/2023		287295413373		010-00000-0-00000-72000-59000-0-0000	\$124.76			
							Total Check Amount:	\$415.88			
013371	A.C.S.A.	PV-231340	4/11/2023		137952		010-00000-0-00000-72000-53000-0-0000	\$114.21			
	A.C.S.A.		4/11/2023		137952		010-00000-0-00000-71500-53000-0-0000	\$197.77			
							Total Check Amount:	\$311.98			
014006	AMAZON	PV-231349	4/11/2023		19LVGL6N77HF		010-07200-0-11100-10000-43000-0-0303	\$54.38			
							Total Check Amount:	\$54.38			
013942	CA dept of Tax and Fee Admin	PV-231338	4/11/2023		057-415175		010-07230-0-00000-36000-58000-0-0000	\$17.00			
							Total Check Amount:	\$17.00			
012088	CULLIGAN	PV-231342	4/11/2023		66977		010-00000-0-00000-81000-43000-0-0000	\$338.80			
							Total Check Amount:	\$338.80			
012481	EMPLOYMENT DEVELOPMENT DEPT	PV-231355	4/12/2023		94238409		010-00000-0-00000-00000-95025-0-0000	\$4,753.93			G
							Total Check Amount:	\$4,753.93			
013797	FRESNO MOBILE RADIO INC.	PV-231344	4/11/2023		63098		010-07230-0-00000-36000-59000-0-0000	\$152.00			
							Total Check Amount:	\$152.00			
013795	FRONTIER COMMUNICATIONS	PV-231351	4/11/2023		55956817410615765		010-00000-0-00000-81000-59000-0-0000	\$300.84			
							Total Check Amount:	\$300.84			
013493	ITC	PV-231336	4/11/2023		17995/17984		010-81500-0-00000-81100-58000-0-0000	\$281.25			
							Total Check Amount:	\$281.25			
013597	LAWRENCE TRACTOR CO., INC.	PV-231352	4/11/2023		598278		010-00000-0-00000-81000-43000-0-0000	\$25.74			
							Total Check Amount:	\$25.74			
013522	LOWE'S	PV-231337	4/11/2023		98005439769		010-07200-0-11100-10000-43000-0-0102	\$30.90			
	LOWE'S		4/11/2023		98005439769		010-07230-0-00000-36000-43000-0-0000	\$17.62			

Accounts Payable Final PreList - 4/13/2023 6:49:14AM

*** FINAL ***

Batch No 446

Vendor No	Vendor Name	Reference Number	Invoice Date	PO #	Invoice No	Separate		Amount	Flag	EFT	Audit
						Check	Account Code				
013522	LOWE'S	PV-231337	4/11/2023		98005439769		010-00000-0-00000-81000-43000-0-0000	\$367.59			
							Total Check Amount:	\$416.11			
013672	PRECISION BRAKE & WHEEL	PV-231343	4/11/2023		392/145/313/347		010-00000-0-00000-81000-43000-0-0000	\$9.63			
	PRECISION BRAKE & WHEEL		4/11/2023		392/145/313/347		010-07230-0-00000-36000-43000-0-0000	\$32.04			
							Total Check Amount:	\$41.67			
013392	SOUTHWEST SCHOOL & OFFICE	PV-231345	4/11/2023		60000069794		010-00000-0-00000-72000-43000-0-0000	\$133.17			
	SOUTHWEST SCHOOL & OFFICE	PV-231346	4/11/2023		600000064868		010-00000-0-00000-81000-44000-0-0000	\$1,232.66			
	SOUTHWEST SCHOOL & OFFICE	PV-231347	4/11/2023		600000064870		010-11000-0-11100-10000-43000-0-0000	\$11.72			
	SOUTHWEST SCHOOL & OFFICE	PV-231348	4/11/2023		60000064869		010-07200-0-11100-10000-43000-0-0505	\$67.79			
							Total Check Amount:	\$1,445.34			
013911	Taylor Brothers, Inc DBA Res C	PV-231339	4/11/2023		2118895		130-53100-0-00000-37000-58000-0-0000	\$4.08			
	Taylor Brothers, Inc DBA Res C		4/11/2023		2118895		010-00000-0-00000-81000-58000-0-0000	\$75.92			
							Total Check Amount:	\$80.00			
014116	THE DIESEL DOCTOR, INC	PV-231350	4/11/2023		51583		010-07230-0-00000-36000-56000-0-0000	\$4,970.98			D
							Total Check Amount:	\$4,970.98			
013897	TIPTON ELEMENTARY SCHOOL	PV-231354	4/12/2023		2022-2023		010-00000-0-11100-42000-53000-0-0000	\$125.00			
							Total Check Amount:	\$125.00			
013994	T-MOBILE	PV-231341	4/11/2023		969874376		010-32120-0-11100-10000-58000-0-0000	\$60.00			
							Total Check Amount:	\$60.00			

Accounts Payable Final PreList - 4/13/2023 6:49:14AM

*** FINAL ***
Batch No 446

Vendor No	Vendor Name	Reference Number	Invoice Date	PO #	Invoice No	Separate		Amount	Flag	Audit
						Check	Account Code			

Total District Payment Amount: \$13,790.90

Accounts Payable Final PreList - 4/13/2023 6:49:14AM

*** FINAL ***

Batch No 446

Vendor No	Vendor Name	Reference Number	Invoice Date	PO #	Invoice No	Separate Check	Account Code	Amount	Flag	EFT	Audit
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Batch No 446

Total Accounts Payable: \$13,790.90

The School District hereby orders that payment be made to each of the above vendors in the amounts indicated on the preceding Accounts Payable Final totaling 13,790.90 and the County Office of Education transfer the amounts from the indicated funds of the district to the Check Clearing Fund in order that checks may be drawn from a single revolving fund (Education Code 42631 & 42634).

Steve Tsunb...

Authorizing Signature

4/13/23

Date

Fund Summary	Total
010	\$13,786.82
130	\$4.08
Total	\$13,790.90

Governing Board Information - April 25, 2023

Sunnyside Union School District

April 25, 2023



8th Grade Cambria Trip - Class of 2023

Discussion Items

A. **Transportation Systems** - We are currently having no luck in (a) getting additional funding for the electric buses and (b) getting grants/funds to build onsite capacity for them. Based upon our earlier grant, we would still owe approximately \$135,000 or so on each bus. I contacted Ken Naoe at Creative Bus Sales and he said we could opt out of the original grant and continue looking for grants that pay that cover the full amount. I also inquired about diesel buses and he stated that they are selling like hotcakes. The only diesel buses that are currently available are the ones with front engine mounts. Units like these hold 72 students. The quote he sent me included air conditioning and they are at around \$211,000 per unit, not grants. The board needs to give direction on where we would like to go with this and if it is okay to decline the original grant.

B. **PAIDEIA Seminars and Collegial Visits** - The team and concept is really beginning to pick up steam. K-1 teachers did collegial observations of one another doing seminars. What they found out is there is a true connection, that students are fully engaged, and can have deep intellectual conversations and thoughts at various levels. Also, Mrs. Gunderman will share her experience in doing a PAIDEIA with a junior high group. I am also working on one with the 8th graders. This is very exciting to see the "launch" of PAIDEIA. Plus the team is looking at the results and how we need to work collaboratively and together to improve our student outcomes.

C. **Differentiated Assistance** - The Instructional Cabinet met with Lisa Lemus from TCOE and the group has identified the area that we would like to analyze is Chronic Absenteeism. The group is

working at identifying “root causes” to the issue, what root cause solutions can we impact and which root causes we cannot. The whole staff is then going to identify based on these discussion ways that we can all commit to working together towards improving or ADA. This includes reviewing contracts, which demographics (out of district, grade levels, etc.) that have the biggest issues and represent the greatest percentage of offenders. I will bring some data to share to the meeting.

D. **Local Control and Accountability Plan** - I will do a full LCAP review for you of what has been developed so far. This is another opportunity to make suggestions on goals, actions and budget.

E. **Sunnyside Arts** - The instructional cabinet is working with Kate Stover at TCOE on developing a Sunnyside Arts program. We will have about \$60,000 in Prop 28 funds annually. The goal right now is to focus on one of the arts identified by the staff and then proceed from there. There is a possibility that we can use paraprofessionals who are talented to co-teach with certificated staff. We are looking at different avenues to this. We have included in the packet an opportunity to work with the TCOE Quail project. We want to start small and build up. Arts can be media arts, fine arts, performing arts, etc. Prop 28 funds can only be used to enhance what you have, not finance what you currently have.

The QUAIL Project Provides:	Partner District Expectations:
<ul style="list-style-type: none"> · Targeted arts integration training and support in alignment with district LCAP priorities and other goals · On-site coaching and training for the district Arts Integration Team (AIT) · Access to free professional learning · \$12,000 direct funding allocation for participating districts (qualification subject to provisions) · Support for the development and implementation of a district Strategic Arts Education Plan 	<ul style="list-style-type: none"> · Identify an Arts Integration Team (AIT) of 5-6 people, including site administrators · Commit resources to support program implementation - including materials and supplies, staff release time, and substitutes (as needed), for training, planning, coaching, and peer-to-peer learning · Dedicate time and space to the creation of a district Strategic Arts Education Plan · Submit school level and student level data as requested to ensure program efficacy

F. **End of Year Update and Activities**

1. Sixth Grade to SCICON
2. 8th Grade to Cambria
3. Kindergarten - First Grade to Chaffee Zoo
4. Second - Third Grade to Aquarium of the Pacific (Long Beach)
5. 8th Grade Trip to SCICON
6. Learner of the Year Dinner

-
7. 8th Grade Dinner
 8. 8th Grade to Universal Studios
 9. Spring Showcase
 - 9.1. Flower Show
 - 9.2. Spring Concert
 - 9.3. Lunch on the Lawn
 - 9.4. Parent Conferences
 10. Sequoia Union Track Meet
 11. Tulare County Qualifier
 12. Valley Track and Field Championships
 13. Farm Day Field Trip
 14. Enchanted Playhouse Trip
 15. Other

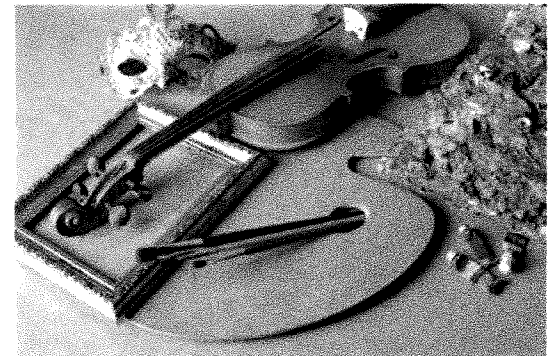
I will provide more information upon board request at the next meeting.

The QUAIL Project

Improving Student Academic Achievement Through Arts Integration

The QUAIL (*Quality Arts Instruction and Learning*) Project is a grant-funded program designed to increase equitable access to high-quality arts learning for all Tulare County students.

The primary goal of QUAIL is to improve student artistic literacy and academic performance by supporting educators in designing and implementing standards-based instruction integrating the five arts disciplines (dance, media arts, music, theatre, and visual arts) into other content areas. Rooted in improvement science, QUAIL provides coaching and mentoring for educators, as well as academic and social-emotional support for students.



The QUAIL Project Includes

- Targeted arts integration training and support for all district staff in alignment with district LCAP priorities and other goals
- On-site coaching for the district Arts Integration Team (AIT)
- County wide networks and professional learning opportunities
- \$12,000 direct funding allocation for participating districts (qualification subject to provisions)
- Support for the development and implementation of a district Strategic Arts Education Plan



Arts Integration Focus Area
Literacy with embedded Social-Emotional Learning

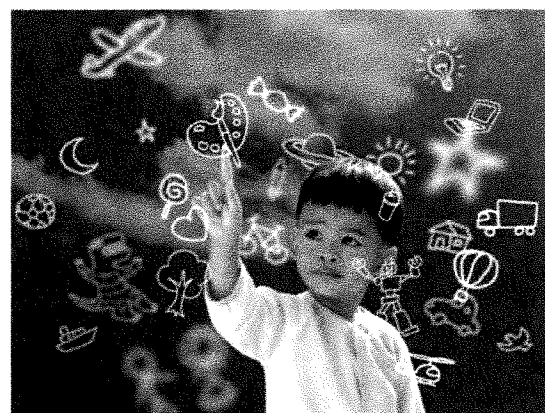
For more information, contact
QUAIL Project Director
Kate Stover - kate.stover@tcoe.org



QUAIL programming and supports are fully customizable to meet the unique needs of each partner district and community.

Partner District Expectations

- Identify an Arts Integration Team (AIT) of 5-6 people, including site administrators
- Commit resources to support program implementation - including materials and supplies, staff release time, and substitutes (as needed), for training, planning, coaching, and peer-to-peer learning
- Dedicate time and space to the creation of a district Strategic Arts Education Plan
- Submit school level and student level data as requested to ensure program efficacy



Aligned to LCAP Priorities

QUAIL can help districts meet their Local Control and Accountability Plan goals, including:

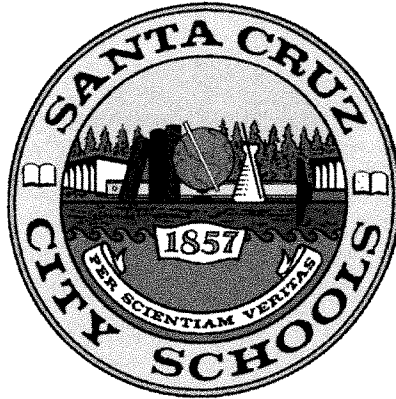
- Implementation of State Standards
- Student Achievement
- Student Engagement
- School Climate
- Student Outcomes



The QUAIL Project
Quality Arts Instruction and Learning

Tulare County
Office of Education

Tim A. Hire, County Superintendent of Schools



BID MANUAL

**FACILITY SUPPLY SERVICES CONTRACT
AT VARIOUS SITES**

**SANTA CRUZ CITY SCHOOLS
133 Mission Street #100
Santa Cruz, CA 95060**

APRIL 16, 2020

**MINUTES OF THE REGULAR MEETING
OF THE SANTA CRUZ CITY SCHOOLS BOARD OF EDUCATION
FOR THE ELEMENTARY AND SECONDARY DISTRICTS
June 10, 2020**

Convene Closed Session

Board President Ranii called this Closed Session Meeting to order at 5:30 p.m.

Public Comments for Closed Session Agenda Items

None

Convene Open Session

Board President Ranii called this Regular Meeting Open Session to order at 6:37 p.m.

Attendance at Meeting

Sheila Coonerty	John Owen	Cindy Ranii	
Jeremy Shonick	Patricia Threet	Deb Tracy-Proulx	Claudia Vestal

Absent: Violet Edwards, Student Board Representative, Santa Cruz High School

Absent: Jasmyn Lopez, Student Board Representative, Harbor High School

Kris Munro, Superintendent
Dorothy Coito, Assistant Superintendent, Educational Services
Molly Parks, Assistant Superintendent, Human Resources
Jim Monreal, Assistant Superintendent, Business Services
Members of the Audience

Welcome and Format

Board President Ranii welcomed those in attendance and explained the format used for this Regular Meeting of the Board of Education.

PUBLIC COMMENTS

Several neighbors to Branciforte Middle School spoke about their concerns with ongoing improvement projects to the campus. Community members wish to collaborate with the District and architects regarding changes being made to street presence.

Several community members asked for campus pools to be reopened for public access. It was also suggested to resume extracurricular sports programs for students.

Agenda Changes, Additions, or Deletions

Superintendent Munro reported the following agenda changes:

1. Item 2.3 Conference w/ Labor Negotiators – GSCFT, and 2.4. Conference w/ Labor Negotiators – SCCCE were updated to read “for 2020-21”.
2. Item 8.2.3.2. Annual Declaration of Need was moved to Human Resources Items to be Transacted or Discussed, new number 8.5.3.1.

SUPERINTENDENT'S REPORT

Superintendent's Report

Superintendent Munro deferred to the report on COVID-19 District Response Update that would be provided later in the meeting as an update on the focus of district work. She recognized the effort made for nontraditional celebrations for graduation and promotions this year despite the pandemic disruption. The Superintendent also shared that staff was working with the continuously changing budget information provided by the State to develop a budget plan, as well as a reopening plan guided by State and county guidelines.

Student's Report

None

BOARD MEMBERS' REPORTS

Board Members' Reports

Trustee Owen thanked the Santa Cruz High School staff for creating an end of the school year celebration for seniors, in which his son was able to participate. He recognized and thanked Christy Latham and the band program.

Trustee Threet had the opportunity to participate in the district retirement party, and thanked all the retirees and wished them well. She also attended aDELAC meeting, and would like more details available in the yearly report. Trustee Threet shared that Dr. Faris Sabbah would be speaking at a webinar for Santa Cruz Works on June 17, and on June 26, Jack O'Connell would be sharing perspective regarding the Capitol Advisors Budget. Ms. Threet congratulated the Class of 2020, and participated in Soquel High's celebration. Finally, she shared that many community members have been reaching out to her, and she hopes the district will have a solid plan for reopening schools soon.

Trustee Coonerty attended the district retirement party via Zoom, and expressed the close connection of all participants. She also joined the Santa Cruz High School graduation celebration and spoke with students and families.

Trustee Tracy-Proulx congratulated students, graduates, and families for finishing the school year, as well as staff for going above and beyond during this challenging time.

Trustee Vestal attended the Delta High School graduation celebration, and she thanked everyone who made the graduation celebrations special. She also recognized the new principal of Delta. Trustee Vestal attended the Schools Plus Board meeting and discussed the grant cycle timeline and early childhood needs.

Trustee Shonick commented that the Board should develop a clear grading policy, and asked this subject be placed on the agenda at a future meeting.

Board President's Report

Board President Ranii attended and enjoyed the retirement celebration, and thanked all parties involved. She also commended the work of everyone involved in the Safe Schools Project for LGBTQ students, and she thanked them for their resilience and creativity.

APPROVAL OF MINUTES

None

GENERAL PUBLIC BUSINESS

Consent Agenda

8.1.1. Personnel Actions - Certificated, 8.1.2. Personnel Actions - Classified, 8.1.3. Purchase Orders, Bids, & Quotes, 8.1.4. Warrant Register, 8.1.5. Disposition of Surplus Property, 8.1.6. Physical Education Waiver, 8.1.7. Physical Education Waiver, 8.1.8. Gifts, 8.2.1.1. Educational Services/Branciforte Middle School: Outride Grant Award, 8.2.1.2. Educational Services: Contract: Document Tracking Services 2020-21, 8.2.1.3. Educational Services: Agreement: Your Future is Our Business 2020-21, 8.2.1.4. Educational Services/Special Education: Out of State Non Public School Agreement: Provo Canyon School, 8.2.1.5. Educational Services/Special Education: Out of State Non Public School Agreement: Triumph Academy, 8.2.1.6. Educational Services/Special Education: Agreement for Professional Services: Steps to Success, 8.2.1.7. Educational Services/Special Education: Extended School Year Agreement for Professional Services: Speech Righter Inc., 8.2.1.8. Educational Services/Special Education: Extended School Year Agreement for Professional Services: Jennifer Jaeger, 8.2.2.1. Eternal Construction: Notice of Completion: Santa Cruz High School Administration Office Improvements, 8.2.2.2. Swinerton Builders: Notice of Completion: Soquel High School Site Infrastructure and Concession Building, 8.2.2.3. XL Construction: Notice of Completion: Harbor High School Athletic Field, 8.2.2.4. XL Construction: Notice of Completion: Harbor High School Swimming Pool, 8.2.2.5. XL Construction: Notice of Completion: Soquel High School Swimming Pool, 8.2.2.6. School Messenger: Contract Renewal 2020-21, 8.2.2.7. SCI Consulting Group: Agreement: Parcel Tax Exemptions, 8.2.2.8. New Business: Resolution 32-19-20: Authorized Signatures 2020-21, 8.2.2.9. School Innovations and Achievement: Agreement: Claims and Compliance, 8.2.2.10. School Services of California: Agreement: Fiscal Budget Services 2020-21, 8.2.2.11. Crowe LLP: Agreement: 19-20 District Audit and Measures A & B Bond Audits, 8.2.2.12. New Business: Resolution 34-19-20: Designation of District Representatives for Federal Emergency Management Agency Relief Applications, 8.2.3.1. New Business: Resolution 31-19-20 Summer Personnel Actions, 8.2.4.1. Superintendent: Legal Services Agreement 2020-21: Lozano Smith, 8.2.4.2. Superintendent: Legal Services Agreement 2020-21: Dannis, Woliver, Kelley, 8.2.4.3. Superintendent: Legal Services Agreement 2020-21: Fagen, Friedman, Fulfroost, 8.2.4.4. Superintendent: Annual Agreement: California School Boards Association 2020-21 Online Board Book and Policy Manual Maintenance, 8.2.4.5. Superintendent: Annual Agreement: California School Boards Association 2020-21 Membership, 8.2.4.6. New Business: Resolution 33-19-20: Ordering November 2020 Elections for Trustees, 8.3.1 Auto Care Lifesaver Towing: Quote: Food Truck Transportation, 8.3.2. Bartos Architecture: Amendment Agreement: Gault Elementary School 20/21, 8.3.3. Bartos Architecture: Amendment Agreement: Mission Hill Middle School 20/21, 8.3.4. Bartos Architecture: Amendment Agreement: Program Management 20/21, 8.3.5. Bartos Architecture: Amendment Agreement: Santa Cruz High School 20/21, 8.3.6. Bartos Architecture: Amendment Agreement: Westlake Elementary School 20/21, 8.3.7. Bartos Architecture: Change Order 1: Mission Hill Middle School Multi-Project Overhead, 8.3.8. Bartos Architecture: Change Order 1: Santa Cruz High School Modernization, 8.3.9. Bartos Architecture: Change Order 1: Santa Cruz High School Modernization Phase 4, 8.3.10. Bartos Architecture: Change Order 1: Santa Cruz High School Pool House, 8.3.11. Bartos Architecture: Change Order 1: Santa Cruz High School Switchgear, 8.3.12. Bartos Architecture: Change Order 1: Westlake Elementary School Multi-Project Overhead, 8.3.13. Bartos Architecture: Change Order 1: Westlake Elementary School Site Improvements, 8.3.14. Belli Architectural Group: Amendment Agreement: Branciforte Middle School Classroom Modernization, 8.3.15. Belli Architectural Group: Amendment Agreement: Branciforte Middle School Library and Admin Building Modernization, 8.3.16. Belli Architectural Group: Branciforte Middle School Amendment Agreement Multi-Project Overhead, 8.3.17. Belli Architectural Group: Change Order 1: Branciforte Middle School Multi-Project Overhead, 8.3.18. Belli Architectural Group: Harbor High Amendment Agreement Multi-Project Overhead, 8.3.19. Development Group Inc.: Contract: Soquel High School Structured Cabling Design and Installation, 8.3.20. Guerra Construction: Proposal: Santa Cruz High School Dust Collector Concrete Pad, 8.3.21. I & A Contractor Inc.: Change Order 5: Santa Cruz High School Re-Roof, 8.3.22. Kleinfelder: Proposal: Westlake Elementary School Lower Campus Wheelchair Lift Replacement Testing, 8.3.23. Leach Group, Inc.: Contract:

Westlake Elementary School Lower Campus Wheelchair Lift Replacement, 8.3.24. M3 Environmental: Contract: Santa Cruz High Basement Abatement Oversight Services, 8.3.25. MADI 19Six Architects Inc.: Bay View Amendment Agreement Multi-Project Overhead, 8.3.26. MADI 19Six Architects Inc.: Branciforte Small Schools Amendment Agreement Multi-Project Overhead, 8.3.27. MADI 19Six Architects Inc.: Change Order 1: Branciforte Small Schools Alternative Family Education, 8.3.28. MADI 19Six Architects Inc.: DeLaveaga Amendment Agreement Multi-Project Overhead, 8.3.29. MADI 19Six Architects Inc.: Natural Bridges Amendment Agreement Multi Project Overhead, 8.3.30. MADI 19Six Architects Inc.: Soquel High Amendment Agreement Multi Project Overhead, 8.3.31. Moore Twining: Proposal: Mission Hill Middle School Athletic Field Geotechnical Investigation, 8.3.32. XL Construction: Change Order 2: Harbor High School Swimming Pool. Trustee Threet asked for items 8.2.2.2. Swinerton Builders: Notice of Completion: Soquel High School Site Infrastructure and Concession Building, and 8.2.2.4. XL Construction: Notice of Completion: Harbor High School Swimming Pool, be removed to consent and discussed during Business Services Items to be Transacted or Discussed.

Trustee Tracy-Proulx motioned to approve the consent agenda, except for items 8.2.2.2. Swinerton Builders: Notice of Completion: Soquel High School Site Infrastructure and Concession Building, and 8.2.2.4. XL Construction: Notice of Completion: Harbor High School Swimming Pool. Trustee Vestal seconded the motion.

The motion was passed by the following roll call vote:

Roll Call Vote:

Coonerty – Yes	Owen – Yes	Ranii – Yes	
Shonick – Yes	Threet – Yes	Tracy-Proulx – Yes	Vestal – Yes

Closed Session Items

8.4.1. Report of Actions Taken in Closed Session

Board Vice President Coonerty reported the following actions during closed session:

1. The Board took action on Certificated/Classified/Management Leaves, Retirements, Resignations and Appointments.
2. Ms. Parks did not have any information to share with Trustees regarding Public Employee Discipline/Dismissal/Release/Complaint.
3. The Board heard an update from and provided direction to Ms. Parks regarding negotiations with both GSCFT and SCCCE for 2020-21.
4. The Board President represented SCCS in negotiations regarding the Superintendent's Annual Contract Review.

Board Vice President Coonerty reported the following Gifts accepted by the Board:

1. Carol Fuller donated 50 \$100.00 Safeway gift cards, a total of \$5,000, to Santa Cruz City Schools' families and staff in need.

ITEMS TO BE TRANSACTED AND/OR DISCUSSED

8.5.1.1. Staff Report: Curriculum Master Plan Update

Curriculum, Intervention and Assessment Co-Directors Hodges and Calden presented an update on the Curriculum Master Plan. The purpose of the Master Plan is to guide our academic and social emotional learning for the next five to seven years. Since its creation, it has undergone multiple iterations based on stakeholder input. The revision of the Curriculum Master Plan has

been informed by MTSS Retreats, and the results of a Professional Development needs survey for teachers. Board Members made comments and asked clarifying questions. This report was informational in nature, and no actions were taken by the Board of Education regarding this matter. This year, due to budget reductions, the Curriculum Master Plan was significantly modified to reflect needed fiscal savings.

Public Comments: GSCFT President Casey Carlson expressed relief to see reduction in cost coming from unrestricted funding sources, and concern about funding set aside for curriculum mapping.

8.5.2.1. Staff Report: Budget Development Update

Assistant Superintendent Monreal provided an overview of the Santa Cruz City Schools 2020-21 Budget assumptions and highlights that included information through the Governor's May Revise of the State Budget. California school districts were notified of impending reductions in State revenue, due to the effects of three months of economic shut down in response to the COVID-19 virus. Staff crafted a budget to meet the current funding projections and reserve requirements. Revenue and expenditure summaries included Local Control Funding Formula (LCFF), Federal, State and local revenue resources, as well as expenditure projections that included employee salaries and benefits, books and supplies, services, and other operating expenses. Multi-year projections were provided, along with Federal and State funding descriptions and other fund highlights. The 2020-21 Budget will return to the Board for approval on June 24. This report was informational in nature and no action was taken by the Board of Education regarding this matter.

8.5.2.2. New Business: American Modular Systems Inc.: Piggyback Bid: Facility Supply Services Contract

Assistant Superintendent Monreal presented this bid for a facility supply services contract that will serve as the basis for District modular building purchases. Mr. Monreal recommended approval of this contract to allow the District to design future buildings at multiple sites from the building matrix at which time contracts for each project will be brought to the board for approval.

MSP(Vestal/Coonerty) 7-0, the Board of Education approved the facility supply services contract with American Modula Systems, Inc.

8.5.2.3. New Business: Development Group Inc.: Contract: Santa Cruz High School Structured Cabling Design and Installation

Assistant Superintendent Monreal presented this proposal for the design and installation of a new high bandwidth data network with new voice over internet protocol telecommunication system infrastructure and all associated networking equipment at Santa Cruz High School. Mr. Monreal recommended approval of this contract.

MSP(Threet/Tracy-Proulx) 7-0, the Board of Education approved the Development Group Inc. contract for Santa Cruz High School structured cabling design and installation.

8.2.2.2. Swinerton Builders: Notice of Completion: Soquel High School Site Infrastructure and Concession Building

Trustee Threet asked that this item be pulled from the consent agenda for discussion. She requested to bring back the item to the June 24 Board meeting with more information.

MSP(Vestal/Tracy-Proulx) 5-2, the Board of Education did not approve the notice of completion for the Soquel High School site infrastructure and concession building.

8.2.2.4. XL Construction: Notice of Completion: Harbor High School Swimming Pool

Trustee Threet asked that this item be pulled from the consent agenda for discussion. Trustees asked questions and had conversation.

MSP(Tracy-Proulx/Coonerty) 6-1, the Board of Education approved the notice of completion for the Harbor High School swimming pool.

8.5.3.1. New Business: Annual Declaration of Need

Assistant Superintendent Parks presented this annual declaration of need for fully qualified educators as a requirement for elementary and secondary schools from the California Commission on Teacher Credentialing. The estimated numbers needed listed are not necessarily a determinant of current need, but an educated guess to cover all areas of potential need. Ms. Parks recommended approval of the annual declaration of need.

MSP(Coonerty/Owen) 7-0, the Board of Education approved the Annual Declaration of Need.

8.5.4.1. Staff Report: COVID-19 District Response Update

Superintendent Munro, along with members of Cabinet, presented an update on the district's response to COVID-19. The District's Extended Cabinet, composed of central and site leadership and joined by union leaders, began meeting to identify the components of a reopening plan. A decision-making flow chart was developed to include various means of garnering stakeholder input and a Superintendents' Advisory Committee to guide reopening recommendations. Members of the Advisory Committee include students, parents, certificated and classified staff, union members, site and central office administrators and trustees.

Public Comment: Several members of the community spoke to provide feedback and express concerns for certain programs like athletics and band. Various staff members spoke to share about the reopening planning process..

8.5.4.2. New Business: Board Policy Updates

Policies are submitted through the GAMUT online board policy book updating process, which uses CSBA recommendations for review and change approximately six times per year in participating districts. These recommendations reflect recent changes in education code and/or case law. The policies have been reviewed by staff to ensure that any required customization for Santa Cruz City Schools has been included.

Trustee Tracy-Proulx motioned to accept this as a first reading and bring back the policies to the June 24 meeting for second reading and adoption.

MSP(Tracy-Proulx/Coonerty) 7-0, the Board of Education approved the Board Policy updates for final reading.

8.5.4.2. Discussion: Possible Items for Future Meeting Agendas

Trustees requested that planning for grading policies be provided at a future meeting.

9. Adjournment of Meeting

As there was no further business to come before the Board of Education, Board President Ranii adjourned this Regular Meeting 10:30 p.m.

Board Meeting Schedule Information

1. The Regular Meeting on June 10, 2020, 6:30 p.m., will be held remotely, via Zoom. Meeting Date Change Noted Here.
2. The Regular Meeting on June 17, 2020, 6:30 p.m., will be held remotely, via Zoom.

* ***For more details about this meeting, please visit our district website and listen to the meeting recording:***

<http://www.sccs.santacruz.k12.ca.us/about-us/board-of-education/agendas-a-minutes.html>

Respectfully submitted,

Kris Munro, Superintendent
Santa Cruz City Schools

Cynthia Ranii, President
Board of Education

Santa Cruz Sentinel

324 Encinal Street
Santa Cruz, CA 95060
831-429-2415
scslegals@santacruzsentinel.com

2041978

SANTA CRUZ CITY SCHOOLS
ATTN: ACCOUNTS PAYABLE
133 MISSION ST # 100
SANTA CRUZ, CA 95060

Proof of Publication (2015.5 C.C.P.)

STATE OF CALIFORNIA

SS.

COUNTY OF SANTA CRUZ

Public Notice

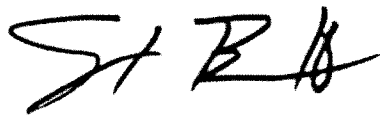
I, the undersigned, declare:

That I am over the age of eighteen and not interested in the herein-referenced matter; that I am now, and at all times embraced in the publication herein mentioned was, a principal employee of the printer of the Santa Cruz Sentinel, a daily newspaper printed, published and circulated in the said county and adjudged a newspaper of general circulation by the Superior Court of California in and for the County of Santa Cruz, under Proceeding No. 25794; that the advertisement (of which the annexed is a true printed copy) was published in the above-named newspaper on the following dates, to wit:

04/08/2020, 04/15/2020

I declare under penalty of perjury that, the foregoing is true and correct to the best of my knowledge.

This 15th day of April, 2020 at Santa Cruz, California.



Signature

Legal No. 0006475775

INVITATION TO BID- R1

1. Notice is hereby given that the governing board ("Board") of the Santa Cruz City Schools ("District" or "Owner") will receive sealed bids for the following project. Bid Package Contract ("Project" or "Contract"):

Facility Supply Services Contract at Various Sites

2. Sealed Bids will be received until 10 a.m., April 30, 2020, at the District Facility Office, located at 532 Palm Street, Santa Cruz, CA 95060, at or after which time the bids will be opened and publicly read aloud. Any claim by a bidder of error in its bid must be made in compliance with section 5109 et seq. of the Public Contract Code. Any bid that is submitted after this time will not be opened and shall be returned to the bidder.

3. The Project consists of:

Manufacture, installation, and construction of prefabricated, modular, clear span buildings described in Education Code Section 170170.15, for purchase thereof including certain furnishings and equipment.

4. All bids shall be on the form provided by the District. Each bid must conform and be responsive to all pertinent Contract Documents, including, but not limited to, the Instructions to Bidders.

5. To bid on this Project, the Bidder is required to possess one or more of the following State of California Contractor Licenses: 8

The Bidder's license(s) must be active and in good standing at the time of the bid opening and must remain so throughout the term of the Contract.

6. As security for its Bid, each bidder shall provide with its Bid form:

*a bid bond issued by an admitted surety insurer on the form provided by the District;
*cash; or
*a cashier's check or a certified check, drawn to the order of the Santa Cruz City Schools, in the amount of ten percent (10%) of the total bid price. This bid security shall be a guarantee that the Bidder shall, within seven (7) calendar days after the date of the Notice of Award, enter into a contract with the District for the performance of the services as stipulated in the bid.

7. The successful Bidder shall be required to furnish 100% Performance and Payment Bond and a 100% Payment Bond if it is awarded the contract for the Project.

8. The successful Bidder may substitute securities for any monies withheld by the District to ensure performance under the Contract, in accordance with the provisions of section 22300 of the Public Contract Code.

9. The successful Bidder and its subcontractors shall pay all workers on the Project not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the Department of Industrial Relations, State of California, for the type of work performed and the locality in which the work is to be performed within the boundaries of the District, pursuant to sections 1770 et seq. of the California Labor Code. Prevailing wage rates are available from the DIR's site or on the Internet at: <<http://www.dir.ca.gov>>.

10. The California Department of Industrial Relations will be operating a labor compliance program on this Project pursuant to Labor Code section 1771, et seq.

Contract Documents are available on April 8, 2020, from Bartos Architecture. Contract Documents available by emailing request to Neal Sellers at Bartos Architecture, ns@bartosarchitecture.com

11. The District's Board reserves the right to reject any and all bids and/or waive any irregularity in any bid received. If the District awards the Contract, the security of unsuccessful bidder(s) shall be returned within sixty (60) days from the time the award is made. Unless otherwise required by law, no bidder may withdraw its bid for ninety (90) days after

the date of the bid opening.

12. The District shall award the Contract, if it awards it at all, to the lowest responsive responsible bidder based on:
The sum of the base bid amounts for Santa Cruz High School Pool House and Building A-IP only.
4/08, 4/15/2020

DOCUMENT 00 01 10

TABLE OF CONTENTS - CONTRACT DOCUMENTS

PROCUREMENT AND CONTRACTING REQUIREMENTS

<u>Division 0</u>	<u>Section</u>	<u>Title</u>
	00 01 01	Title Page
	00 01 10	Table of Contents (This Document)
	00 01 15	List of Drawings, Tables and Schedules
	00 11 16	Invitation to Bid
	00 21 13	Instructions to Bidders
	00 41 13	Bid Form
	00 43 13	Bid Bond (Security)
	00 43 36	Designated Subcontractors List
	00 45 19	Noncollusion Affidavit
	00 45 22	Iran Contracting Act Certification
	00 45 26	Worker's Compensation Certification
	00 45 50	Prevailing Wage and Related Labor Requirements Certification
	00 45 55	Disabled Veteran's Business Enterprise Participation Certification
	00 45 60	Drug-Free Workplace Certification
	00 45 65	Tobacco-Free Environment Certification
	00 45 85	Criminal Background Investigation/Fingerprinting Certification
	00 52 13	Agreement
	00 54 50	Escrow of Bid Documentation
	00 54 55	Escrow Agreement for Security Deposits in Lieu of Retention
	00 61 14	Performance Bond
	00 61 15	Payment Bond (Contractor's Labor and Material Bond)
	00 65 36	Warranty and Guarantee Form
	00 70 00	General Conditions
	00 71 00	Special Conditions

SPECIFICATIONS – GENERAL REQUIREMENTS

<u>Division 1</u>	<u>Section</u>	<u>Title</u>
	01 23 00	Alternates and Unit Pricing
	01 52 10	Site Standards

TECHNICAL SPECIFICATIONS

01 35 44	Modular Buildings Specification
01 35 45	High Performance Design Specification
01 35 46	Modular Elevator Specification

DRAWINGS/DIAGRAMS FOR BID FORM

SEE SECTION 00 01 15

END OF DOCUMENT

DOCUMENT 00 01 15

LIST OF DRAWINGS, TABLES AND SCHEDULES

DRAWINGS /DIAGRAMS FOR BID FORM

<u>Bid Item Number</u>	<u>Description</u>
	Sheet A2.0 – Pool House at Sports Field, Santa Cruz High School
	Sheet A2.1 – Pool House at Sports Field, Santa Cruz High School
Item A	24 x 40 Classroom
Item B	36 x 40 Classroom
Item C	48 x 40 Classroom
Item D	12 x 40 Module
Item E	30 x 32 Classroom
Item F	10 x 32 Module
Item G	Steep Pitch 24 x 40 Classroom
Item H	Steep Pitch 36 x 40 Classroom
Item I	Steep Pitch 48 x 40 Classroom
Item J	Steep Pitch 12 x 40 Module
Item K	Steep Pitch 30 x 32 Classroom
Item L	Steep Pitch 10 x 32 Module
Item M & Q	Two-Story 48 x 40 Classroom
Item N	Two-Story 12 x 40 Module
Item O & Q	Two-Story 56 x 36 Classroom
Item P	Two-Story 14 x 36 Module
Item R	12 x 40 Restroom A
Item S	12 x 40 Restroom B
Item T	12 x 40 Restroom C
Item A-HP	High Performance 24 x 40 Classroom
Item B-HP	High Performance 12 x 40 Module
Item C-HP	High Performance 30 x 32 Classroom
Item D-HP	High Performance 10 x 32 Module
Item E-HP	High Performance 28 x 36 Classroom
Item F-HP	High Performance 14 x 36 Module
Item G-HP	High Performance Two-Story 56 x 36 Classroom
Item H-HP	High Performance Two-Story 14 x 36 Module
Item I-HP	High Performance 12 x 40 Restroom A
Item J-HP	High Performance 12 x 40 Restroom B
Item K-HP	High Performance 14 x 36 Restroom A
Item L-HP	High Performance 14 x 36 Restroom B
Item 96	Vertical Shade Structure
Item 108	Two-Column Two-Story Stair Canopy
Item 109	Three-Column Two-Story Stair Canopy
Item 110	Four-Column Two-Story Stair Canopy
Item 166-177 & 342-353	Casework
Item 178-180 & 354-356	Casework
Item 186 & 359	Teaching Wall
Item 188 & 361	Science Work Station
Item 192	Interior Unisex Toilet Room
Item 298	Galvanized Sunshade

END OF DOCUMENT

INVITATION TO BID

1. Notice is hereby given that the governing board ("Board") of the Santa Cruz City Schools ("District" or "Owner") will receive sealed bids for the following project, Bid Package Contract ("Project" or "Contract"):

Facility Supply Services Contract at Various Sites

2. Sealed Bids will be received until 2 p.m., April 16, 2020, at the District Facility Office, located at 536 Palm Street, Santa Cruz, CA 95060, at or after which time the bids will be opened and publicly read aloud. Any claim by a bidder of error in its bid must be made in compliance with section 5100 et seq. of the Public Contract Code. Any bid that is submitted after this time will not be opened and shall be returned to the bidder.
3. The Project consists of:

Manufacture, Installation, and construction of prefabricated, modular, clear span buildings described in Education Code Section 170170.15, for purchase thereof including certain furnishings and equipment.
4. All bids shall be on the form provided by the District. Each bid must conform and be responsive to all pertinent Contract Documents, including, but not limited to, the Instructions to Bidders.
5. To bid on this Project, the Bidder is required to possess one or more of the following State of California Contractor Licenses: B

The Bidder's license(s) must be active and in good standing at the time of the bid opening and must remain so throughout the term of the Contract.

6. As security for its Bid, each bidder shall provide with its Bid form
 - a bid bond issued by an admitted surety insurer on the form provided by the District,
 - cash, or
 - a cashier's check or a certified check, drawn to the order of the Santa Rita School District, in the amount of ten percent (10%) of the total bid price. This bid security shall be a guarantee that the Bidder shall, within seven (7) calendar days after the date of the Notice of Award, enter into a contract with the District for the performance of the services as stipulated in the bid.
7. The successful Bidder shall be required to furnish a 100 % Performance Bond and a 100% Payment Bond if it is awarded the contract for the Project.
8. The successful Bidder may substitute securities for any monies withheld by the District to ensure performance under the Contract, in accordance with the provisions of section 22300 of the Public Contract Code.
9. The successful Bidder and its subcontractors shall pay all workers on the Project not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the Department of Industrial Relations, State of California, for the type of work performed and the locality in which the work is to be performed within the boundaries of the DIR, pursuant to sections 1770 et seq. of the California Labor Code. Prevailing wage rates are available from the District or on the Internet at: <<http://www.dir.ca.gov>>.
10. The District and/or the California Department of Industrial Relations will be operating a labor compliance program on this Project pursuant to Labor Code section 1771, et seq.

11. Contract Documents are available on March 20, 2020, from Bartos Architecture. Contract Documents available by emailing request to Neal Sellers at Bartos Architecture. ns@bartosarchitecture.com.
12. The District's Board reserves the right to reject any and all bids and/or waive any irregularity in any bid received. If the District awards the Contract, the security of unsuccessful bidder(s) shall be returned within sixty (60) days from the time the award is made. Unless otherwise required by law, no bidder may withdraw its bid for ninety (90) days after the date of the bid opening.
13. The District shall award the Contract, if it awards it at all, to the lowest responsive responsible bidder based on:

The sum of the base bid amounts for Santa Cruz High School Pool House and Building A-HP only.

END OF DOCUMENT

DOCUMENT 00 21 13

INSTRUCTIONS TO BIDDERS

Bidders shall follow the instructions in this document, and shall submit all documents, forms, and information required for consideration of a Bid.

Santa Cruz City Schools ("District" or "Owner") will evaluate information submitted by the apparent low Bidder and, if incomplete or unsatisfactory to District, Bidder's bid may be rejected at the sole discretion of District.

1. **Project** Bids are requested for a general construction contract, or work described in general, for the following project ("Project" or "Contract"):

Facility Supply Services Contract at Various Sites

2. **Bid Documents** The Construct Documents, including the Drawings and Specifications are available from Bartos Architecture. Contract Documents available by emailing request to Neal Sellers at Bartos Architecture. ns@bartosarchitecture.com.
3. **Sealed Bids** District will receive sealed Bids from Bidders as indicated in the Notice to Bidders and each Bidder shall ensure that its Bid:
 - 3.1. Is sealed and marked with name and address of the Bidder, the Project name and number, the bid number and bid package (if applicable), and the date for opening bids;
 - 3.2. Contains all documents as required herein; and
 - 3.3. Is submitted by date and time shown in the Notice to Bidders.
4. **Bid Opening** Bids will be opened at or after the time indicated for receipt of bids.
5. **Bid Form** Bidders must submit Bids on the Bid Form and all other required District forms. Bids not submitted on the District's required forms shall be deemed non-responsive and shall not be considered. Additional sheets required to fully respond to requested information are permissible. Bidders shall not modify the Bid Form or qualify their Bids. Bidders shall not submit scanned, re-typed, word-processed, or otherwise recreated versions of the Bid Form or other District-provided documents. Numbers must be stated in figures and the signatures of all individuals must be in longhand.
6. **Complete Bids** Bidders must supply all information required by each Bid Document. Bids must be full and complete. District reserves the right in its sole discretion to reject any Bid as non-responsive as a result of any error or omission in the Bid. Bidders must complete and submit all of the following documents with the Bid Form:
 - Bid Bond or other security
 - Designated Subcontractors List
 - Noncollusion Affidavit
 - DSA Approved PC Design Drawings for Building A-HP
- 6.1. **Bid Bond or Other Security** Bidders must submit their Bid Form with cash, a cashier's check or a certified check payable to District, or a bid bond by an admitted surety insurer of not less than ten percent (10%) of their base Bid amount, including all additive alternates. Required form of corporate surety, Bid Bond, is provided by District and must be used and fully completed by Bidders choosing to provide a Bid Bond as security. The Surety on Bidders' Bid Bond must be an insurer admitted in the State of California and authorized to issue surety bonds in the State of California. Bids submitted without necessary bid security will be deemed non-responsive and will not be considered.

- 6.2. Designated Subcontractors List** Bidders must submit with the Bid the Designated Subcontractors List for those subcontractors who will perform any portion of Work, including labor, rendering of service, or specially fabricating and installing a portion of the Work or improvement according to detailed drawings contained in the plans and specifications, in excess of one half of one percent (0.5%) of total Bid. Failure to submit this list when required by law shall result in Bid being deemed non-responsive and the Bid will not be considered.
- 6.3. Noncollusion Affidavit** Bidders shall submit the Non-collusion Affidavit with their Bids. Bids submitted without the Noncollusion Affidavit shall be deemed non-responsive and will not be considered.
- 6.4. DSA Approved PC Design Drawings** Bidders shall submit a copy of their DSA Approved PC Design Drawing for the base bid building A-HP design with their Bids. Bids submitted without the DSA Approved PC Design Drawings shall be deemed non-responsive and will not be considered.
- 7. Erasures** Bids shall be clearly written without erasure or deletions. District reserves the right to reject any Bid containing erasures or deletions.
- 8. Modifications** Changes in or additions to the bid form, recapitulation of the work bid upon alternative proposals, or any other modifications of the bid form which is not specifically called for in the Contract documents, may result in the District's rejection of the bid as not being responsive to the invitation to bid. No oral or telephonic modification of any bid submitted will be considered. No bid will be considered which makes exceptions, changes, or in any manner makes reservation to the terms of the drawings or specifications.
- 9. Words / Numerals** Discrepancies between written words and figures, or words and numerals, will be resolved in favor of written words.
- 10. Prevailing Wages** Pursuant to sections 1770 et seq. of the California Labor Code, Bidder and all Subcontractors under the Bidder shall pay all workers on all work performed pursuant to the Contract not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the State of California Department of Industrial Relations (DIR) for the type of work performed and the locality in which the work is to be performed within the boundaries of the District. Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Contract, as determined by the DIR are available from the District or on the internet (<http://www.dir.ca.gov>).
- 11. DVBE** Section 17076.11 of the Education Code requires school districts using funds allocated pursuant to the State of California School Facility Program for the construction and/or modernization of school building(s) to have a participation goal for disabled veteran business enterprises ("DVBE") of at least three percent (3%) per year of the overall dollar amount expended on projects that receive state funding. For any project that is at least partially state-funded, the low Bidder must submit certification of compliance with the procedures for implementation of DVBE contracting goals with its signed Agreement. DVBE Certification Participation Forms are attached. Bidders should not submit these forms with their Bids.
- 12. Bidder Diligence** Submission of Bid signifies careful examination of the Contract Documents and a complete understanding of the nature, extent, and location of Work to be performed. Bidders must complete the tasks listed below as a condition to bidding, and submission of Bid shall constitute the Bidder's express representation to District that Bidder has fully completed the following:
- 12.1.** Bidder has given the District prompt written notice of all conflicts, errors, ambiguities, or discrepancies that it has discovered in or among the Contract Documents, and the written resolution thereof by the District is acceptable to Bidder;

- 12.2.** Bidder has made a complete disclosure in writing to the District of all facts bearing upon any possible interest, direct or indirect, that Bidder believes any representative of the District or other officer or employee of the District presently has or will have in this Contract or in the performance thereof or in any portion of the profits thereof;
- 12.3.** Bidder must, prior to bidding, perform the work, investigations, research, and analysis required by the Instructions to Bidders and that Bidder represented in its Bid Form and the Agreement that it performed prior to bidding. Bidder is charged with all information and knowledge that a reasonable bidder would ascertain from having performed this required work, investigation, research, and analysis. Bid prices must include entire cost of all work "incidental" to completion of the Work.
- 13. Questions** All questions about the meaning or intent of the Contract Documents are to be directed in writing to the Bartos Architecture. Interpretations or clarifications considered necessary by Bartos Architecture in response to such questions will be issued in writing by Addenda emailed to all parties recorded by Bartos Architecture as having received the Contract Documents. Questions received less than **SEVEN (7)** calendar days prior to the date for opening Bids may not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
- 14. Addenda** Addenda may also be issued to modify parts of the Contract Documents as deemed advisable by Bartos Architecture. Bidder must acknowledge each Addendum in its Bid Form by number or its Bid may be considered non-responsive. Each Addenda shall be part of the Contract Documents. A complete listing of Addenda may be obtained from Bartos Architecture.
- 15. Prequalification** This Contract is not subject to prequalification.
- 16. Substitution for Specified Items** Bids shall be based on products and systems specified in Contract Documents or listed by name in Addenda. All requests must comply with the requirements specified in the Special Conditions, the Specifications and the following:
- 16.1. Request for Substitution Prior to Bid**
- 16.1.1. District must receive any request for substitution a minimum of **SEVEN (7)** calendar days prior to the date of bid opening.
- 16.1.2. The District's denial of a substitution request prior to the date of bid opening shall be conclusive, requiring Bidders to list only approved items. The District is not responsible and/or liable in any way for a Bidder's damages and/or claims related, in any way, to that Bidder's basing its bid on any requested substitution that the District has not approved. Bidder's Bid shall be deemed non-responsive if it identifies a product or manufacturer of a non-approved substitution.
- 16.1.3. Approved substitutions shall be listed in Addenda.
- 16.1.4. District reserves the right not to act upon submittals of substitutions until after the date of bid opening.
- 16.2. Request for Substitution after Bid Award** Substitutions may be requested after Contract has been awarded only if indicated in and in accordance with requirements specified in the Special Conditions.
- 16.3. Information with Request** Requests for substitutions shall contain sufficient information to assess acceptability of the product or system and impact to Project, including, without limitation, the requirements specified in the Special Conditions and the Specifications. Insufficient information shall be grounds for rejection of substitution.

17. **Alternates** The Contract may include alternates. Alternates are defined as alternate products, materials, equipment, systems, methods, or major elements of the construction, that may, at the District's option and under terms established in the Contract and pursuant to section 20103.8 of the Public Contract Code, be selected for the Work. The District shall award the Contract, if it awards it at all, to the lowest responsive responsible bidder based on the criteria as indicated in the Notice to Bidders.
18. **Withdrawal of Bids** Any bidder may withdraw his bid either personally or by written request, at any time prior to the scheduled closing time for receipt of bids. All requests for bid withdrawal must be accompanied with a power-of-attorney or other proof acceptable to the District, which authorizes the individual requesting the bid withdrawal to so act on behalf of the bidder. The bid security for bids withdrawn prior to the scheduled closing time for receipt of bids, in accordance with this paragraph shall be returned on demand thereof.
19. **Notice of Award** The Bidder awarded the Contract shall execute and submit the following documents by 5:00 p.m. of the **SEVENTH (7TH)** calendar day following the date of the Notice of Award. Failure to properly and timely submit these documents entitles District to, among other remedies, make a claim against Bidder's Bid Bond or deposit Bidder's cash, cashier's check, or certified check. The proceeds thereof may be retained by District as liquidated damages, in District's sole discretion.
- 19.1. Agreement: To be executed by successful Bidder. Submit ONE (1) copies, each bearing an original signature.
20. **Bid Deposit Return** Deposits of three or more low bidders, the number being at the discretion of the District will be held for sixty (60) days or until posting by the successful bidder(s) of the bonds and certificates of insurance required and return of executed copies of the appropriate agreement form, whichever first occurs, at which time the deposits will be returned.
21. **Forfeiture for Failure to Post Security and Executive Agreement** In the event that the bidder to whom Notice of Intent to Award contract is given fails or refuses to post the required bonds and certificates of insurance and return executed copies of the appropriate agreement form within (5) calendar days from the date of receiving said Notice of Intent to Award, the District may declare the bidder's bid deposit or bond forfeited as damages caused by the failure of the bidder to post such security and execute such copies of the appropriate agreement for Facility Supply Services Contract and may give Notice of Intent to Award Contract to the next lowest responsible bidder, or may call for new bids.
22. **Notice to Proceed** District may issue a Notice to Proceed within **THREE (3)** months from the date of the Notice of Award. Upon receipt of the Notice to Proceed, Contractor shall complete the Work within the period of time indicated in the Contract Documents. It is further expressly understood by Contractor that Contractor shall not be entitled to any claim of additional compensation or additional time when the Notice to Proceed is issued within the 3-month period.
- 22.1. The District may postpone issuing the Notice to Proceed beyond the 3-month period, upon reasonable notice to Contractor.
23. **Work Phases** The work will consist of two Phases.
- The Phase I work shall be commenced on or before the date stated in the District's Notice to Proceed with Phase I work (Phase II work is contingent upon DSA approval), and shall be completed within the time frame as agreed upon between the District and Contractor, dependent on the complexity of the project
- The Phase II work shall be commenced on the date stated in the District's Notice to Proceed with Phase II given there are stamped approved plans and specifications by the Division of the State Architect and a job inspection card has been issued.
- Work shall be as delineated in the Special Conditions and the Information to Bidders.

- 23.1.** Modular Building(s) placed on a wooden foundation(s) shall be completed within ninety (90) calendar days from the approval date of the Division of the State Architect and a job inspection card is issued, and subject to that the site has been properly prepared by the District. Unless otherwise agreed upon with Contractor.
- 23.2.** Modular Building(s) with concrete foundations shall be completed one hundred eighty (180) calendar days of the approval date of the Division of the State Architect and a job inspection card is issued. Two-story projects shall be completed within 180 days unless otherwise agreed with the District. Unless otherwise agreed upon with Contractor.
- 23.3.** Phase II completion for multiple installations shall be negotiated and so identified in the Purchase Order or Notice to Proceed.
- 24. Bid Protests.** Any bid protest by any Bidder regarding any other bid on this Project must be submitted in writing to the District, before 4:00 p.m. of the **THIRD (3rd)** business day following the date of bid opening.
- 24.1.** The protest must contain a complete statement of any and all bases for the protest.
- 24.2.** The protest must refer to the specific portions of all documents that form the bases for the protest.
- 24.3.** The protest must include the name, address and telephone number of the person representing the protesting party.
- 24.4.** The party filing the protest must concurrently transmit a copy of the protest and any attached documentation to all other parties with a direct financial interest that may be adversely affected by the outcome of the protest. Such parties shall include all other bidders or proposers who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest.
- 24.5.** The procedure and time limits set forth in this paragraph are mandatory and are each bidder's sole and exclusive remedy in the event of bid protest. Failure to comply with these procedures shall constitute a waiver of any right to further pursue the bid protest, including filing a Government Code Claim or legal proceedings.
- 25. Rejection of Bids.** District reserves the right to reject any or all bids, including without limitation the right to reject any or all nonconforming, non-responsive, unbalanced, or conditional bids, to re-bid, and to reject the bid of any bidder if District believes that it would not be in the best interest of the District to make an award to that bidder, whether because the bid is not responsive or the bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by District. District also reserves the right to waive inconsequential deviations not involving price, time, or changes in the Work. For purposes of this paragraph, an "unbalanced bid" is one having nominal prices for work item(s) that represent substantive work and/or overly-enhanced prices for nominal work item(s).
- 26. Bidder Responsibility.** Prior to the award of Contract, District reserves the right to consider the responsibility of the Bidder. District may conduct investigations as District deems necessary to assist in the evaluation of any bid and to establish the responsibility, including, without limitation, qualifications and financial ability of Bidders, proposed subcontractors, suppliers, and other persons and organizations to perform and furnish the Work in accordance with the Contract Documents to District's satisfaction within the prescribed time.
- 27. Contractor's Experience and Employee Criteria.** The Contractor is to have at least ten (10) years of continuous, successful experience in the design, fabrication, and construction of modular school buildings completed under the approval process of the Division of the State Architect (DSA), and on projects similar in size and scope to the requirements of this bid. All work is to be performed by trained personnel directly employed by the successful Contractor, and fully experienced in performing the work required by these specifications. The Contractor shall comply with the Qualifications as outlined in the Special Conditions.

28. Contract Period. The Contract Term is three (3) years after award of Bid, and may be extended for additional one (1) year periods in accordance with provisions contained in the Education Code for a total of five (5) years. The prices set forth in this Bid Form, which the District shall pay the Contactor, are to remain firm until December 31, 2023. Adjustments, as approved by the District, for subsequent years may be adjusted quarterly beginning in January 2024, pursuant to the following cost index provided the contractor submits a request to the District, for a price adjustment in writing no later than March 31, June 30, September 30 and December 31 of the contract year beginning in the year 2024. The price adjustment shall be calculated as follows: The original contract price multiplied by the Office of Public School Construction cost index as adopted by the Board at the January 2016 meeting, using the RS Means Construction Cost Index (CCI) as the statewide cost index for Class B Construction. The Contractor is responsible for requesting all price increases.

29. Retention The Owner will withhold retention of 5% from all progress payments.

30. Other School District, Community Colleges, California State Universities, and other Public Agencies. Pursuant to Public Contract Code Sections 20652 and 20118, other School Districts, public agencies, political subdivisions, municipalities and tax supported agencies in the State of California, including, but not limited to Cities, Counties, County Office Educations, State Agencies, and Public School Districts may purchase portable buildings and associated alternates under the same terms and conditions of this bid. Additional freight/shipping charges that may be required by other Agencies are outside the scope of the base bid. The District waives its rights to require other Districts to draw their warrants in favor of the District and authorizes each District/Agency to make payments directly to the successful bidder.

30.1. Pursuant to Public Contract Code Sections 20652 and 20118, personal property may be purchased under the same terms and conditions of this bid. Education Code Section 17070.15 defines "portable classrooms" to mean "a classroom building of one or more stories that is designed and constructed to be relocatable and transportable over public streets, and with respect to a single-story relocatable classroom, is designed and constructed for relocation without the separation of the roof or floor from the building". As such, slab on grade and/or panelized components with "modular components" are not allowed to be procured under this agreement.

The District will retain the ability to remove and relocate buildings acquired in this contract, without significant damage to the buildings. Buildings defined in this bid shall utilize factory-built relocatable module sections whereby the floors, walls, and roof are integrally attached and are transportable over public streets; therefore, considered personal property.

30.2. Furthermore, it is the intent of this cooperative agreement to meet the definition of Factory-built School Buildings pursuant to California Revenue and Taxation Code Regulation 1521, Article 2, Subsection 4 Factory-built School Buildings.

30.3. Modifications may be required for specific regional locations and/or public agencies. These items may include but not be limited to Wind Loading, Heating, Ventilation, Cooling, Roof Loading, and applicable code requirements regarding public agencies. Additional cost will be required for modifications under this item.

Option Granted _____ XXXX _____

Option Not Granted _____

The following entities are eligible to purchase from this Contract:

ADDITIONAL PUBLIC AGENCY LIST

Those entities able to participate in this contract are not limited to those listed below as per the conditions set forth in the State of California Public Contract Code.

ALAMEDA COUNTY

Alameda County Student Exchange Program
Alameda County Office of Education
Alameda Unified School District
Albany City Unified School District
Berkeley Unified School District
California School for the Blind
California School for the Deaf
Castro Valley Unified School District
Dianostic Center, Northern California
Dublin Unified School District
Eden Area ROP
Eden Area ROP JPA
Emery Unified School District
Fremont Unified School District
Hayward Unified School District
Livermore Valley Joint Unified School District
Mission Valley ROC/P
Mountain House Elementary School District
New Haven Unified School District
Newark Unified School District
Oakland Unified School District
Piedmont City Unified School District
Pleasanton Unified School District
San Leandro Unified School District
San Lorenzo Unified School District
Sunol Glen Unified School District
Tri-Valley ROP
Tri-Valley ROP JPA

ALPINE COUNTY

Alpine County Office of Education
Alpine County Unified School District

AMADOR COUNTY

Amador County Office of Education
Amador County ROP
Amador County Unified School District

BUTTE COUNTY

Butte County Office of Education
Bangor Union Elementary School District
Biggs Unified School District
Butte County ROP
Chico Unified School District
Durham Unified School District
Golden Feather Union Elementary School District
Gridley Unified School District
Manzanita Elementary School District
Oroville City Elementary School District
Oroville Union High School District
Palermo Union School District

Paradise Unified School District
Pioneer Union Elementary School District
Thermalito Union School District

CALAVERAS COUNTY

Calaveras County Office of Education
Bret Harte Union High School District
Calaveras Unified School District
Mark Twain Union Elementary School District
Vallecito Union School District

COLUSA COUNTY

Colusa County Office of Education
Colusa Unified School District
Maxwell Unified School District
Pierce Joint Unified School District
Williams Unified School District

CONTRA COSTA COUNTY

Contra Costa County Office of Education
Acalanes Union High School District
Antioch Unified School District
Brentwood Union Elementary School District
Byron Union Elementary School District
Canyon Elementary School District
Contra Costa County ROP
Contra Costa Selpa
John Swett Unified School District
Knightsen Elementary School District
Lafayette Elementary School District
Liberty Union High School District
Martinez Unified School District
Moraga Elementary School District
Mt. Diablo Unified School District
Oakley Union Elementary School District
Orinda Union Elementary School District
Pittsburg Unified School District
San Ramon Valley Unified School District
SBE – Rocketship Futuro Academy
Walnut Creek Elementary School District
West Contra Costa Unified School District

DEL NORTE COUNTY

Del Norte County Office of Education
Del Norte ROP
Del Norte County Unified School District

EL DORADO COUNTY

El Dorado County Office of Education
Black Oak Mine Unified School District
Buckeye Union Elementary School District
Camino Union Elementary School District

Central Sierra ROP
Central Sierra ROP JPA
El Dorado Union High School District
Gold Oak Union High School District
Gold Trail Union Elementary School District
Indian Diggings Elementary School District
Lake Tahoe Unified School District
LaTrobe School District
Mother Lode Union Elementary School District
Pioneer Union Elementary School District
Placerville Union Elementary School District
Pollock Pines Elementary School District
Rescue Union Elementary School District
Silver Fork Elementary School District

FRESNO COUNTY

Fresno County Office of Education
Alvina Elementary School District
Big Creek Elementary School District
Burrell Union Elementary School District
Caruthers Unified School District
CART JPA
Central Unified School District
Central Valley Pre-School JPA
Central Valley Support Services JPA
Clay Joint Elementary School District
Clovis Unified School District
Coalinga-Huron Unified School District
Diagnostic Center, Central California
Education Technology JPA
Firebaugh-Las Deltas Unified School District
Fowler Unified School District
Fresno ROP
Fresno Unified School District
Golden Plains Unified School District
Kerman Unified School District
Kings Canyon Joint Unified School District
Kingsburg Elementary Charter School District
Kingsburg Joint Union High School District
Laton Joint Unified School District
Mendota Unified School District
Monroe Elementary School District
Orange Center School District
Pacific Union Elementary School District
Parlier Unified School District
Pine Ridge Elementary School District
Raisin City Elementary School District
Riverdale Joint Unified School District
Sanger Unified School District
Selma Unified School District
Sierra Unified School District
South County Support Services Agency

Southwest Transportation Agency
Valley ROP
Valley ROP JOS
Washington Colony Elementary School District
Washington Unified School District
West Park Elementary School District
Westside Elementary School District

GLENN COUNTY

Glenn County Office of Education
Capay Joint Union Elementary School District
Glenn County ROP
Hamilton Unified School District
Lake Elementary School District
Orland Joint Unified School District
Plaza Elementary School District
Princeton Joint Unified School District
Stony Creek Joint Unified School District
Willows Unified School District

HUMBOLDT COUNTY

Humboldt County Office of Education
Arcata Elementary School District
Big Lagoon Union Elementary School District
Blue Lake Union Elementary School District
Bridgeville Elementary School District
Cuddeback Union Elementary School District
Cuttan Elementary School District
Eureka City Schools
Ferndale Unified School District
Fieldbrook Elementary School District
Fortuna Elementary School District
Fortuna Union High School District
Freshwater Elementary School District
Garfield Elementary School District
Green Point Elementary School District
Humboldt County ROP
Hydesville Elementary School District
Jacoby Creek Elementary School District
Klamath Trinity Joint Unified School District
Kneeland Elementary School District
Loleta Union Elementary School District
Maple Creek Elementary School District
Mattole Unified School District
McKinleyville Union Elementary School District
Northern Humboldt Union High School District
Orick Elementary School District
Pacific Union Elementary School District
Peninsula Union Elementary School District
Rio Del Elementary School District
Scotia Union Elementary School District
South Bay Union Elementary School District

Southern Humboldt Joint Unified School District
Trinidad Union Elementary School District

IMPERIAL COUNTY

Imperial County Office of Education
Brawley Elementary School District
Brawley Union High School District
Calexico Unified School District
Calipatria Unified School District
Central Union High School District
El Centro Elementary School District
Herber Elementary School District
Holtville Unified School District
Imperial Unified School District
Imperial Valley ROP
Imperial Valley ROP JPA
Magnolia Union Elementary School District
McCabe Union Elementary School District
Meadows Union Elementary School District
Mulberry Elementary School District
San Pasqual Valley Unified School District
Seeley Union Elementary School District
Westmorland Union Elementary School District

INYO COUNTY

Inyo County Office of Education
Big Pine Unified School District
Bishop Unified School District
Death Valley Unified School District
Inyo County Career Technical Education
Lone Pine Unified School District
Owens Valley Unified School District
Round Valley Joint Elementary School District

KERN COUNTY

Kern County Office of Education
Arvin Union School District
Bakersfield City School District
Beardsley Elementary School District
Belridge Elementary School District
Blake Elementary School District
Buttonwillow Union Elementary School District
Caliente Union Elementary School District
Delano Joint Union High School District
Delano Union Elementary School District
Di Giorgio Elementary School District
Edison Elementary School District
El Tejon Unified School District
Elk Hills Elementary School District
Fairfax Elementary School District
Fruitvale Elementary School District
General Shafter Elementary School District

Greenfield Union School District
Kern County ROP
Kern High School District
Kernville Union Elementary School District
Lakeside Union Elementary School District
Lamont Elementary School District
Linns Valley-Paso Flat Union School District
Lost Hills Union Elementary School District
Maple Elementary School District
Maricopa Unified School District
McFarland Unified School District
McKittrick Elementary School District
Midway Elementary School District
Mojave Unified School District
Muroc Joint Unified School District
Norris School District
North Kern Vocational Training Center
North Kern Vocational Training Center JPA
Panama-Buena Vista Union School District
Pond Union Elementary School District
Richland Union Elementary School District
Rio Bravo-Greeley Union Elementary School District
Rosedale Union Elementary School District
Semtropic Elementary School District
Sierra Sands Unified School District
South Fork Union Elementary School District
Southern Kern Unified School District
Standard Elementary School District
Taft City School District
Taft Union High School District
Tehachapi Unified School District
Vineland Elementary School District
Wasco Union Elementary School District
Wasco Union High School District

KINGS COUNTY

Kings County Office of Education
Armona Union Elementary School District
Central Union School District
Corcoran Joint Unified School District
Hanford Elementary School District
Hanford Joint Union High School District
Island Union Elementary School District
Kings County ROP
Kings River-Hardwick Union Elementary School District
Kings Schools Transportation Authority JPA
Kit Carson Union School District
Lakeside Union Elementary School District
Lemoore Union Elementary School District
Lemoore Union High School District
Pioneer Union Elementary School District

Reef-Sunset Unified School District

LAKE COUNTY

Lake County Office of Education
Kelseyville Unified School District
Konocti Unified School District
Lake County ROP
Lakeport Unified School District
Lucerne Elementary School District
Middleton Unified School District
Upper Lake Unified School District

LASSEN COUNTY

Lassen County Office of Education
Big Valley Joint Unified School District
Fort Sage Unified School District
Janesville Union Elementary School District
Johnstonville Elementary School District
Lassen County ROP
Lassen Union High School District
Ravendale-Termo Elementary School District
Richmond Elementary School District
Shaffer Union Elementary School District
Susanville Elementary School District
Westwood Unified School District

LOS ANGELES COUNTY

Los Angeles County Office of Education
ABC Unified School District
Acton-Agua Dulce Unified School District
Alhambra Unified School District
Antelope Valley ROP
Antelope Valley Schools Transportation Agency
Antelope Valley Union High School District
Arcadia Unified School District
Azusa Unified School District
Baldwin Park Unified School District
Bassett Unified School District
Bellflower Unified School District
Beverly Hills Unified School District
Bonita Unified School District
Burbank Unified School District
California Advancing Pathways for Students in Los Angeles County JPA
California Advancing Pathways for Students in Los Angeles County ROC/P
Castaic Union School District
Centinela Valley Union High School District
Charter Oak Unified School District
Claremont Unified School District
Compton Unified School District
Compton Unified ROP

Covina-Valley Unified School District
Culver City Unified School District
Diagnostic Center, Southern California
Downey Unified School District
Duarte Unified School District
East San Gabriel Valley ROP
East Whittier City Elementary School District
Eastside Union Elementary School District
El Monte City School District
El Monte Union High School District
El Rancho Unified School District
El Segundo Unified School District
Garvey Elementary School District
Glendora Unified School District
Glendale Unified School District
Gorman Joint School District
Hacienda La Puente Unified School District
Hart ROP
Hawthorne School District
Hermosa Beach City Elementary School District
Hughes-Elizabeth Lakes Union Elementary School District
Inglewood Unified School District
Keppel Union Elementary School District
La Canada Unified School District
La Puente Valley ROP
Lancaster Elementary School District
Las Virgenes Unified School District
Lawndale Elementary School District
Lennox School District
Little Lake City Elementary School District
Long Beach Unified School District
Long Beach Unified ROP
Los Angeles County ROP
Los Angeles Unified School District
Los Angeles Unified ROCP
Los Nietos School District
Lowell Joint School District
Lynwood Unified School District
Manhattan Beach Unified School District
Monrovia Unified School District
Montebello Unified School District
Mountain View Elementary School District
Newhall School District
Norwalk-La Mirada Unified School District
Palmdale Elementary School District
Palos Verdes Peninsula Unified School District
Paramount Unified School District
Partners in Nutrition Cooperative
Pasadena Unified School District
Pomona Unified School District
Pupil Transportation Co-Op JPA

Redondo Beach Unified School District
 Rosemead Elementary School District
 Rowland Unified School District
 San Antonio ROP
 San Gabriel Unified School District
 San Marino Unified School District
 Santa Clarita Valley School Food Services Agency JPA
 Santa Monica-Malibu Unified School District
 Saugus Union School District
 SBE – Academia Avance Charter
 SBE – Celerity Himalia
 SVE – Los Angeles College Prep Academy
 SBE – New West Charter
 SBE – Prepa Tec Los Angeles High
 SVE – The School of Arts and Enterprise
 South Pasadena Unified School District
 South Whittier Elementary School District
 Southern California ROC
 Southern California ROP
 Sulphur Springs Union School District
 Temple City Unified School District
 Torrance Unified School District
 Tri-Cities ROP
 Valle Lindo Elementary School District
 Walnut Valley Unified School District
 West Covina Unified School District
 Westside Union Elementary School District
 Whittier City Elementary School District
 Whittier Union High School District
 William S Hart Union High School District
 Wilsona Elementary School District
 Wiseburn Elementary School District

MADERA COUNTY

Madera County Office of Education
 Alview-Dairyland Union Elementary School District
 Bass Lake Joint Union Elementary School District
 Chawanakee Unified School District
 Chowchilla Elementary School District
 Chowchilla Union High School District
 Golden Valley Unified School District
 Madera Unified School District
 Raymond-Knowles Union Elementary School District
 Yosemite Unified School District

MARIN COUNTY

Marin County Office of Education
 Bolinas-Stinson Union School District
 Kentfield Elementary School District
 Laguna Joint Elementary School District
 Lagunitas Elementary School District
 Larkspur-Corte Madera School District

Lincoln Elementary School District
 Marin County ROP
 Marin Pupil Transportation Agency JPA
 Mill Valley Elementary School District
 Miller Creek Elementary School District
 Nicasio School District
 Navato Unified School District
 Reed Union Elementary School District
 Ross Elementary School District
 Ross Valley Elementary School District
 San Rafael City Elementary School District
 San Rafael City High School District
 Sausalito Marin City School District
 SBE – Ross Valley Elementary
 Shoreline Unified School District
 Tamalpais Union High School District

MARIPOSA COUNTY

Mariposa County Office of Education
 Mariposa County Unified School District

MENDOCINO COUNTY

Mendocino County Office of Education
 Anderson Valley Unified School District
 Arena Union Elementary School District
 Fort Bragg Unified School District
 Laytonville Unified School District
 Leggett Valley Unified School District
 Manchester Union Elementary School District
 Mendocino County ROC/ROP
 Mendocino Unified School District
 Point Arena Joint Union High School District
 Potter Valley Community Unified School District
 Round Valley Unified School District
 Ukiah Unified School District
 Willits Unified School District

MERCED COUNTY

Merced County Office of Education
 Atwater Elementary School District
 Ballico-Cressey Elementary School District
 Delhi Unified School District
 Dos Palos Oro-Loma Joint Unified School District
 El Nido Elementary School District
 Gustine Unified School District
 Hilmar Unified School District
 Le Grand Union Elementary School District
 Le Grand Union High School District
 Livingston Union School District
 Los Banos Unified School District
 McSwain Union Elementary School District
 Merced City Elementary School District

Merced County ROP
Merced River Union Elementary School District
Merced Union High School District
Plainsburg Union Elementary School District
Planada Elementary School District
Snelling-Merced Falls Union Elementary School District
Weaver Union School District
Winton School District

MODOC COUNTY

Modoc County Office of Education
Modoc County ROP
Modoc Joint Unified School District
Surprise Valley Joint Unified School District
Tulelake Basin Joint Unified School District

MONO COUNTY

Mono County Office of Education
Eastern Sierra Unified School District
Mammoth Unified School District
Mono County ROC/P

MONTEREY COUNTY

Monterey County Office of Education
Alisal Union School District
Big Sur Unified School District
Bradley Union Elementary School District
Carmel Unified School District
Chualar Union School District
Gonzales Unified School District
Graves Elementary School District
Greenfield Union Elementary School District
King City Union School District
Lagunita Elementary School District
Mission Trails ROP
Mission Trails ROP JPA
Mission Union Elementary School District
Monterey Peninsula Unified School District
North Monterey County Unified School District
Pacific Grove Unified School District
Salinas City Elementary School District
Salinas Union High School District
San Antonio Union Elementary School District
San Ardo Union Elementary School District
San Lucas Union Elementary School District
Santa Rita Union Elementary School District
Soledad Unified School District
South Monterey County Joint Union High School District
Spreckels Union Elementary School District
Washington Union Elementary School District

NAPA COUNTY

Napa County Office of Education
Calistoga Joint Unified School District
Howell Mountain Elementary School District
Napa County ROP
Napa Valley Unified School District
Pope Valley Union Elementary School District
St. Helena Unified School District

NEVADA COUNTY

Nevada County Office of Education
Chicago Park Elementary School District
Clear Creek Elementary School District
Grass Valley Elementary School District
Nevada City Elementary School District
Nevada County Charter Services Authority
Nevada County Pupil Transportation
Nevada Joint Union High School District
Penn Valley Union Elementary School District
Pleasant Ridge Union Elementary School District
Twin Ridges Elementary School District
Union Hill Elementary School District

ORANGE COUNTY

Orange County Office of Education
Anaheim Elementary School District
Anaheim Union High School District
Brea-Olinda Unified School District
Buena Park Elementary School District
Capistrano Unified School District
Central Orange County CTE Partnership
Centralia Elementary School District
Coastline ROP
Coastline ROP JPA
College and Career Advantage
College and Career Advantage ROP JPA
Cypress Elementary School District
Fountain Valley Elementary School District
Fullerton Elementary School District
Fullerton Joint Union High School District
Garden Grove Unified School District
Greater Anaheim SELPA JPA
Huntington Beach City Elementary School District
Huntington Beach Union High School District
Irvine Unified School District
La Habra City Elementary School District
Laguna Beach Unified School District
Los Alamitos Unified School District
Magnolia Elementary School District
Newport-Mesa Unified School District
North Orange County ROP JPA

North Orange County ROP – Adult
Ocean View School District
Orange Unified School District
Placentia – Yorba Linda Unified School District
Saddleback Valley Unified School District
Santa Ana Unified School District
Savanna Elementary School District
SBE – Magnolia Science Academy Santa Ana
Tustin Unified School District
Westminster School District

PLACER COUNTY

Placer County Office of Education
Ackerman Charter School District
Alta-Dutch Flat Union Elementary School District
Auburn Union Elementary School District
Colfax Elementary School District
Dry Creek Joint Elementary School District
Eureka Union School District
Foresthill Union Elementary School District
Forty-Niner ROP
Loomis Union Elementary School District
Mid-Placer Transportation JPA
Newcastle Elementary School District
Placer Hills Union Elementary School District
Placer Union High School District
Rocklin Unified School District
Roseville City Elementary School District
Roseville Joint Union School District
Southern Placer Schools Transportation Authority
Tahoe-Truckee Unified School District
Western Placer Unified School District

PLUMAS COUNTY

Plumas County Office of Education
Plumas County ROP
Plumas Unified School District

RIVERSIDE COUNTY

Riverside County Office of Education
Alvord Unified School District
Banning Unified School District
Beaumont Unified School District
California School for the Deaf - Riverside
Coachella Valley Unified School District
Corona-Norco Unified School District
Desert Center Unified School District
Desert Sands Unified School District
Hemet Unified School District
Jurupa Unified School District
Lake Elsinore Unified School District
Menifee Union Elementary School District

Moreno Valley Unified School District
Murrieta Valley Unified School District
Nuvew Union School District
Palm Springs Unified School District
Palo Verde Unified School District
Perris Elementary School District
Perris Union High School District
Riverside County Office of Education ROP
Riverside Unified School District
Romoland Elementary School District
San Jacinto Unified School District
SBE – Baypoint Preparatory Academy
Temecula Valley Unified School District
Val Verde Unified School District

SACRAMENTO COUNTY

Sacramento County Office of Education
Arcohe Union Elementary School District
California Department of Development Services (CDDS)
California Department of State Hospitals (CDSH)
California Education Authority (CEA) Headquarters
Center Joint Unified School District
Elk Grove Unified School District
Elverta Joint Elementary School District
Folsom-Cordova Unified School District
Galt Joint Union Elementary School District
Grant Joint Union High School District
Natomas Unified School District
River Delta Unified School District
Robla Elementary School District
Sacramento City Unified School District
Sacramento County ROP
San Juan Unified School District
Twin Rivers Unified School District

SAN BENITO COUNTY

San Benito County Office of Education
Aromas-San Juan Unified School District
Bitterwater-Tully Union Elementary School District
Cienega Union Elementary School District
Hollister School District
Jefferson Elementary School District
North County Joint Union Elementary School District
Panoche Elementary School District
San Benito High School District
Southside Elementary School District
Tres Pinos Union Elementary School District
Willow Grove Union Elementary School District

SAN BERNARDINO COUNTY

San Bernardino County Office of Education
Adelanto Elementary School District
Alta Loma Elementary School District
Apple Valley Unified School District
Baker Valley Unified School District
Baldy View ROP
Baldy View ROP JPA
Barstow Unified School District
Bear Valley Unified School District
Central Elementary School District
Chaffey Joint Union High School District
Chino Valley Unified School District
Colton-Redlands-Yucaipa ROP
Colton-Redlands-Yucaipa ROP JPA
Colton Joint Unified School District
Cucamonga Elementary School District
Etiwanda Elementary School District
Fontana Unified School District
Helendale Elementary School District
Hesperia Unified School District
Lucerne Valley Unified School District
Morongo Unified School District
Mt. Baldy Joint Elementary School District
Mountain View Elementary School District
Needles Unified School District
Ontario-Montclair School District
Oro Grande Elementary District
Redlands Unified School District
Rialto Unified School District
Rim of the World Unified School District
San Bernardino County ROP
San Bernardino City Unified School District
Silver Valley Unified School District
Snowline Joint Unified School District
Trona Joint Unified School District
Upland Unified School District
Victor Elementary School District
Victor Valley Union High School District
Yucaipa-Calimesa Joint Unified School District

SAN DIEGO COUNTY

San Diego County Office of Education
Alpine Union School District
Bonsall Unified School District
Borrego Springs Unified School District
Cajon Valley Union School District
Cardiff Elementary School District
Carlsbad Unified School District
Chula Vista Elementary School District
Coronado Unified School District
Dehesa Elementary School District

Del Mar Union Elementary School District
Encinitas Union Elementary School District
Escondido Union School District
Escondido Union High School District
Fallbrook Union Elementary School District
Fallbrook Union High School District
Grossmont Union High School District
Jamul-Dulzura Union Elementary School District
Julian Union Elementary School District
Julian Union High School District
La Mesa-Spring Valley School District
Lakeside Union Elementary School District
Lemon Grove School District
Mountain Empire Unified School District
National School District
Oceanside Unified School District
Poway Unified School District
Ramona City Unified School District
Rancho Santa Fe Elementary School District
San Diego County ROP
San Diego Unified School District
San Dieguito Union High School District
San Marcos Unified School District
San Pasqual Union Elementary School District
San Ysidro Elementary School District
Santee School District
SBC – High Tech High
SBE – Audeo Charter II
SBE – Baypoint Preparatory Academy San Diego
SBE – College Preparatory Middle
SBE – Grossmont Secondary
SBE – Sweetwater Secondary
SBE – Vista Springs Charter
Solana Beach Elementary School District
South Bay Union School District
Spencer Valley Elementary School District
Sweetwater Union High School District
Vallecitos Elementary School District
Valley Center-Pauma Unified School District
Vista Unified School District
Warner Unified School District

SAN FRANCISCO COUNTY

San Francisco County Office of Education
San Francisco County ROP
San Francisco Unified School District
SBE – Kipp Bayview Elementary
SBE – Mary L. Booker Leadership Academy
SBE – OnePurpose
SBE – The New School of San Francisco

SAN JOAQUIN COUNTY

San Joaquin County Office of Education
Banta Elementary School District
Escalon Unified School District
Jefferson Elementary School District
Lammersville Joint Unified School District
Lincoln Unified School District
Linden Unified School District
Lodi Unified School District
Manteca Unified School District
New Hope Elementary School District
New Jerusalem Elementary School District
Oak View Union Elementary School District
Ripon Unified School District
San Joaquin County ROP
San Joaquin Data Processing JPA
Stockton Unified School District
Tracy Joint Unified School District

SAN LUIS OBISPO COUNTY

San Luis Obispo County Office of Education
Atascadero Unified School District
Cayucos Elementary School District
Central California School Finance Authority JPA
Coast Unified School District
Lucia Mar Unified School District
Paso Robles Joint Unified School District
Pleasant Valley Joint Union Elementary School District
San Luis Coastal Unified School District
San Miguel Joint Union School District
Shandon Joint Unified School District
Templeton Unified School District

SAN MATEO COUNTY

San Mateo County Office of Education
Bayshore Elementary School District
Belmont-Redwood Shores Elementary School District
Brisbane Elementary School District
Burlingame Elementary School District
Cabrillo Unified School District
Hillsborough City Elementary School District
Jefferson Elementary School District
Jefferson Union High School District
Laguna Salada Union Elementary School District
La Honda-Pescadero Unified School District
Las Lomitas Elementary School District
Menlo Park City Elementary School District
Millbrae Elementary School District
Pacifica School District
Portola Valley Elementary School District
Ravenswood City Elementary School District

Redwood City Elementary School District
San Bruno Park Elementary School District
San Carlos Elementary School District
San Mateo County ROP
San Mateo Union High School District
Sequoia Union High School District
South San Francisco Unified School District
Woodside Elementary School District

SANTA BARBARA COUNTY

Santa Barbara County Office of Education
Ballard Elementary School District
Blochman Union Elementary School District
Buellton Union Elementary School District
Carpinteria Unified School District
Cold Springs Elementary School District
College Elementary School District
Cuyama Joint Unified School District
Goleta Union Elementary School District
Guadalupe Union Elementary School District
Hope Elementary School District
Lompoc Unified School District
Los Olivos Elementary School District
Montecito Union Elementary School District
Orcutt Union Elementary School District
Santa Barbara ROP
Santa Barbara County Selpa JPA
Santa Barbara Unified School District
Santa Maria-Bonita School District
Santa Maria Joint Union High School District
Santa Ynez Valley Union High School District
SBE - Olive Grove Charter
SBE – Olive Grove Charter – Buellton
SBE – Olive Grove Charter – Lompoc
SBE – Olive Grove Charter – Orcutt/Santa Maria
SBE – Olive Grove Charter – Santa Barbara
Solvang Elementary School District
Vista Del Mar Union School District

SANTA CLARA COUNTY

Santa Clara County Office of Education
Alum Rock Union Elementary School District
Berryessa Union Elementary School District
Cambrian School District
Campbell Union School District
Campbell Union High School District
Cupertino Union School District
East Side Union High School District
East Valley School Transportation JPA
Evergreen Elementary School District
Franklin-McKinley Elementary School District
Fremont Union High School District

Gilroy Unified School District
 Lakeside Joint School District
 Loma Prieta Joint Union Elementary School District
 Los Altos Elementary School District
 Los Gatos-Saratoga Union High School District
 Los Gatos Union Elementary School District
 Luther Burbank School District
 Metropolitan Education
 Milpitas Unified School District
 Moreland Elementary School District
 Morgan Hill Unified School District
 Mt. Pleasant Elementary School District
 Mountain View Whisman School District
 Mountain View – Los Altos Union High School District
 North County Regional Occupational Center/Program (ROC/P)
 North County Regional Occupational Program JPA
 Oak Grove Elementary School District
 Orchard Elementary School District
 Palo Alto Unified School District
 San Jose Unified School District
 Santa Clara County ROP
 Santa Clara Unified School District
 Saratoga Union Elementary School District
 SBE KIPP Navigate College Prep
 SVE – Perseverance Preparatory
 Silicon Valley Joint powers Transportation Agency
 Sunnyvale School District
 Union Elementary School District
 West Valley Schools Transportation Agency JPA

SANTA CRUZ COUNTY

Santa Cruz County Office of Education
 Bonny Doon Union Elementary School District
 Happy Valley Elementary School District
 Live Oak Elementary School District
 Mountain Elementary School District
 North Santa Cruz County Selpa
 Pacific Elementary School District
 Pajaro Valley Unified School District
 San Lorenzo Valley Unified School District
 Santa Cruz City Schools District
 Santa Cruz County ROP
 SBE – Watsonville Prep
 Scotts Valley Unified School District
 Soquel Union Elementary School District

SHASTA COUNTY

Shasta County Office of Education
 Anderson Union High School District
 Bella Vista Elementary School District

Black Butte Union Elementary School District
 Cascade Union Elementary School District
 Castle Rock Union Elementary School District
 Columbia Elementary School District
 Cottonwood Union Elementary School District
 Enterprise Elementary School district
 Fall River Joint Unified School District
 French Gulch – Whiskeytown Elementary School District
 Gateway Unified School District
 Grant Elementary School District
 Happy Valley Union Elementary School District
 Igo, Ono, Platina Union Elementary School District
 Indian Springs Elementary School District
 Junction Elementary School District
 Millville Elementary School District
 Mountain Union Elementary School District
 Mountain Valley Special Education JPA
 North Cow Creek Elementary School District
 Oak Run Elementary School District
 Pacheco Union Elementary School District
 Redding Elementary School District
 Shasta Union Elementary School District
 Shasta Union High School District
 Shasta-Trinity ROP
 Chasta-Trinity ROP JPA
 Whitmore Union Elementary School District

SIERRA COUNTY

Sierra County Office of Education
 Sierra-Plumas Joint Unified School District
 William (R) Rouse ROP

SISKIYOU COUNTY

Siskiyou County Office of Education
 Big Springs Union Elementary School District
 Bogus Elementary School District
 Butte Valley Unified School District
 Butteville Union Elementary School District
 Delphic Elementary School District
 Dunsmuir Elementary School District
 Dunsmuir Joint Union High School District
 Forks of Salmon Elementary School District
 Gazelle Union Elementary School District
 Grenada Elementary School District
 Happy Camp Union Elementary School District
 Hornbrook Elementary School District
 Junction Elementary School District
 Klamath River Union Elementary School District
 Little Shasta Elementary School District
 McCloud Union Elementary School District
 Montague Elementary School District

Mt Shasta Union Elementary School District
Scott Valley Unified
Seiad Elementary School District
Siskiyou ROP
Siskiyou Union High School District
Weed Union Elementary School District
Willow Creek Elementary School District
Yreka Union Elementary School District
Yreka Union High School District

SOLANO COUNTY

Solano County Office of Education
Benicia Unified School District
Dixon Unified School District
Fairfield-Suisun Unified School District
Travis Unified School District
Vacaville Unified School District
Vallejo City Unified School District

SONOMA COUNTY

Sonoma County Office of Education
Alexander Valley Union Elementary School District
Bellevue Union Elementary School District
Bennett Valley Union Elementary School District
Cinnabar Elementary School District
Cloverdale Unified School District
Cotati-Rohnert Park Unified School District
Dunham Elementary School District
Forestville Union Elementary School District
Fort Ross Elementary School District
Geyersville Unified School District
Gravenstein Union Elementary School District
Guerneville Elementary School District
Harmony Union Elementary School District
Healdsburg Unified School District
Horicon Elementary School District
Kashia Elementary School District
Kenwood School District
Liberty Elementary School District
Mark West Union Elementary School District
Monte Rio Union Elementary School District
Montgomery Elementary School District
Oak Grove Union Elementary School District
Old Adobe Union School District
Petaluma City Elementary School District
Petaluma Joint Union High School District
Piner-Olivet Union Elementary School District
Rincon Valley Union Elementary School District
Roseland School District
Santa Rosa Elementary School District
Santa Rosa High School District
Sebastopol Union Elementary School District

Sonoma County ROP
Sonoma Valley Unified School District
Twin Hills Union Elementary School District
Two Rock Union School District
Waugh Elementary School District
West County Transportation JPA
West Side Union Elementary School District
West Sonoma County Union High School District
Wilmar Union Elementary School District
Windsor Unified School District
Wright Elementary School District

STANISLAUS COUNTY

Stanislaus County Office of Education
Central California Migrant Head Start JPA
Ceres Unified School District
Chatom Union School District
Denair Unified School District
Empire Union Elementary School District
Gratton Elementary School District
Hart-Ransom Union Elementary School District
Hickman Community Charter School District
Hughson Unified School District
Keyes Union School District
Knights Ferry Elementary School District
La Grange Elementary School District
Modesto City Elementary School District
Modesto City High School District
Newman-Crows Landing Unified School District
Oakdale Joint Unified School District
Paradise Elementary School District
Patterson Joint Unified School District
Riverbank Unified School District
Roberts Ferry Union Elementary School District
Salida Union Elementary School District
Shiloh Elementary School District
Stanislaus Union Elementary School District
Sylvan Union Elementary School District
Turlock Unified School District
Valley Home Joint Elementary School District
Waterford Unified School District
Yosemite ROP

SUTTER COUNTY

Sutter County Office of Education
Brittan Elementary School District
Browns Elementary School District
East Nicolaus Joint Union High School District
Franklin Elementary School District
Live Oak Unified School District
Marcum-Illinois Union Elementary School District
Meridian Elementary School District

Nuestro Elementary School District
Pleasant Grove Joint Union School District
Sutter Union High School District
Tri-County ROP
Winship Elementary School District
Yuba City Unified School District

TEHAMA COUNTY

Tehama County Office of Education
Antelope Elementary School District
Bend Elementary School District
Corning Union Elementary School District
Corning Union High School District
Elkins Elementary School District
Evergreen Union School District
Flournoy Union Elementary School District
Gerber Union Elementary School District
Kirkwood Elementary School District
Lassen View Union Elementary School District
Los Molinos Unified School District
Red Bluff Union Elementary School District
Red Bluff Joint Union High School District
Reeds Creek Elementary School District
Richfield Elementary School District
Tehama County ROP

TRINITY COUNTY

Trinity County Office of Education
Burnt Ranch Elementary School District
Coffee Creek Elementary School District
Cox Bar Elementary School District
Douglas City Elementary School District
Junction City Elementary School District
Lewiston Elementary School District
Mountain Valley Unified School District
Southern Trinity Joint Unified School District
Trinity Alps Unified School District
Trinity Center Elementary School District

TULARE COUNTY

Tulare County Office of Education
Allensworth Elementary School District
Alpaugh Unified School District
Alta Vista Elementary School District
Buena Vista Elementary School District
Burton Elementary School District
Columbine Elementary School District
Cutler-Orosi Unified School District
Dinuba Unified School District
Ducor Union Elementary School District
Earlimart Elementary School District
Exeter Unified School District

Farmersville Unified School District
Hope Elementary School District
Hot Springs Elementary School District
Kings River Union Elementary School District
Liberty Elementary School District
Lindsay Unified School District
Monson-Sultana Joint Union High School District
Oak Valley Union Elementary School District
Outside Creek Elementary School District
Palo Verde Union Elementary School District
Pixley Union Elementary School District
Pleasant View Elementary School District
Porterville Unified School District
Richgrove Elementary School District
Rockford Elementary School District
Saucelito Elementary School District
Sequoia Union Elementary School District
Springville Union Elementary School District
Stone Corral Elementary School District
Strathmore Union Elementary School District
Sundale Union Elementary School District
Sunnyside Union Elementary School District
Terra Bella Union Elementary School District
Three Rivers Union Elementary School District
Tipton Elementary School District
Traver Joint Elementary School District
Tulare City School District
Tulare Joint Union High School District
Visalia Unified School District
Waukena Joint Union Elementary School District
Woodlake Unified School District
Woodville Union Elementary School District

TUOLUMNE COUNTY

Tuolumne County Office of Education
Bellevue Elementary School District
Big Oak Flat-Groveland Unified School District
Columbia Union School District
Curtis Creek Elementary School District
Jamestown Elementary School District
Sonora Elementary School District
Sonora Union High School District
Soulsbyville Elementary School District
Summerville Elementary School District
Summerville Union High School District
Twain Harte School District

VENTURA COUNTY

Ventura County Office of Education
Briggs Elementary School District
Conejo Valley Unified School District
Fillmore Unified School District

Hueneme Elementary School District
Mesa Union Elementary School District
Moorpark Unified School District
Mupu Elementary School District
Oak Park Unified School District
Ocean View Elementary School District
Ojai Unified School District
Oxnard School District
Oxnard Union High School District
Pleasant Valley School District
Rio Elementary School District
Santa Clara Elementary School District
Santa Paula Unified School District
Simi Valley Unified School District
Somis Union Elementary School District
Ventura County ROP
Ventura County Schools Business Services JPA
Ventura Unified School District

YOLO COUNTY

Yolo County Office of Education
Davis Joint Unified School District
Esparto Unified School District
Washington Unified School District
Winters Joint Unified School District
Woodland Joint Unified School District
Yolo County ROP

YUBA COUNTY

Yuba County Office of Education
Camptonville Elementary School District
Marysville Joint Unified School District
Plumas Lake Elementary School District
Wheatland School District
Wheatland Union High School District

CALIFORNIA STATE UNIVERSITIES

California State University, Bakersfield
California State University, Chico
California State University, Dominguez Hills
California State University, Fresno
California State University, Fullerton
California State University, Hayward
Humboldt State University
California State University, Long Beach
California State University, Los Angeles
California Maritime Academy
California State University, Merced
California State University, Monterey Bay
California State University, Northridge
California State Polytechnic University, Pomona
California State University, Sacramento

California State University, San Bernardino
San Diego State University
San Francisco State University
San Jose State University
California Polytechnic State University, San Luis Obispo
California State University, San Marcos
Sonoma State University
California State University, Stanislaus

CALIFORNIA COMMUNITY COLLEGES

Allan Hancock Joint Community College District
Antelope Valley Community College District
Barstow Community College District
Butte Community College District
Cabrillo Community College District
Cerritos Community College District
Chabot-Las Positas Community College District
Chaffey Community College District
Citrus Community College District
Coast Community College District
Compton Community College District
Contra Costa Community College District
Copper Mountain Community College District
Desert Community College
El Camino Community College District
Feather River Community College District
Foothill-De Anza Community College District
Gavilan Joint Community College District
Glendale Community College District
Grossmont-Coyamaca Community College District
Hartnell Community College District
Imperial Community College District
Kern Community College District
Lake Tahoe Community College District
Lassen Community College District
Long Beach Community College District
Los Angeles Community College District
Los Rios Community College District
Marin Community College District
Mendocino-Lake Community College District
Merced Community College District
Miracosta Community College District
Monterey Peninsula Community College District
Mt. San Antonio Community College District
Mt. San Jacinto Community College District
Napa Valley Community College District
North Orange County Community College District
Ohlone Community College District
Palo Verde Community College District
Palomar College District
Pasadena Area Community College District

Peralta Community College District
Rancho Santiago Community College District
Redwoods Community College District
Rio Hondo Community College District
Riverside Community College District
San Bernardino Community College District
San Diego Community College District
San Francisco Community College District
San Joaquin Delta Community College District
San Jose/Evergreen Community College District
San Luis Obispo County Community College District
San Mateo County Community College District
Santa Barbara Community College District
Santa Clarita Community College District
Santa Monica Community College District
Sequoias Community College District

Shasta-Tehama-Trinity Joint Community College District
Sierra Joint Community College District
Siskiyou Joint Community College District
Solano County Community College District
Sonoma County Community College District
South Orange County Community College District
Southwestern Community College District
State Center Community College District
Ventura County Community College District
Victor Valley Community College District
West Hills Community College District
West Kern Community College District
West Valley-Mission Community College District
Yosemite Community College District
Yuba Community College District

NOTE: Modifications may be required for specific regional locations and or/public agencies. These items may include but not limited to: wind loading, heating, ventilating, cooling, roof loading, and applicable code requirements regarding public agencies.

END OF DOCUMENT

DOCUMENT 00 41 13

BID FORM

To: Governing Board of Santa Cruz City Schools ("District" or "Owner")

From: American Modular Systems, Inc.
(Proper Name of Bidder)

The undersigned declares that the Contract Documents including, without limitation, the Notice to Bidders and the Instructions to Bidders have been read and agrees and proposes to furnish all necessary labor, materials, and equipment to perform and furnish all work in accordance with the terms and conditions of the Contract Documents, including, without limitation, the Drawings and Specifications of this Bid Document.

PROJECT: Facility Supply Services Contract at Various Sites

("Project" or "Contract") and will accept in full payment for that Work the following total lump sum amount, all taxes included:

USE ATTACHED BID FORM MATRIX

Basis of Award

Description	Bid Amount
Santa Cruz High School Pool House	\$1,910,860.00
Building A-HP	\$ 236,160.00
Total Base Bid	\$2,147,020.00

Descriptions of alternates are primarily scope definitions and do not necessarily detail the full range of materials and processes needed to complete the construction.

1. Unit Price(s). The Bidder's Base Bid includes the following unit price(s), which the Bidder must provide and the District may, at its discretion, utilize in valuing additive and/or deductive change orders:

USE ATTACHED BID FORM MATRIX

2. The undersigned has reviewed the Work outlined in the Contract Documents and fully understands the scope of Work required in this bid, understands the construction and project management function(s) is described in the Contract Documents, and that each Bidder who is awarded a contract shall be in fact a prime contractor, not a subcontractor, to the District, and agrees that its bid, if accepted by the District, will be the basis for the Bidder to enter into a contract with the District in accordance with the intent of the Contract Documents.

3. The undersigned has notified the District in writing of any discrepancies or omissions or of any doubt, questions, or ambiguities about the meaning of any of the Contract Documents, and has contacted the Construction Manager before bid date to verify the issuance of any clarifying Addenda.
4. The undersigned agrees to commence work under this Contract on the date established in the Contract Documents and to complete all work within the time specified in the Contract Documents.
5. The liquidated damages clause of the General Conditions and Agreement is hereby acknowledged.
6. It is understood that the District reserves the right to reject this bid and that the bid shall remain open to acceptance and is irrevocable for a period of ninety (90) days.
7. The following documents are attached hereto:
 - The Bid Bond on the District's form or other security
 - The Designated Subcontractors List
 - The Noncollusion Affidavit
 - DSA Approved PC Design Drawing for Building A-HP

8. Receipt and acceptance of the following addenda is hereby acknowledged:

No.____, Dated _____	No.____, Dated _____
No.____, Dated _____	No.____, Dated _____
<input checked="checked" type="checkbox"/> Or check here if <u>no</u> addenda were issued.	

9. License.

- Bidder acknowledges that the license required for performance of the Work is as stated in the Invitation to Bid.
 - Bidder certifies that it is, at the time of bidding, and shall be throughout the period of the contract, licensed by the State of California to do the type of work required under the terms of the Contract Documents. Bidder further certifies that it is regularly engaged in the general class and type of work called for in the Contract Documents.
10. The undersigned hereby certifies that Bidder is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the Work.
 11. Bidder specifically acknowledges and understands that if it is awarded the Contract, that it shall perform the Work of the Project while complying with all the applicable provisions of the labor compliance program administered by the District, the District's designee and/or the California Department of Industrial Relations.
 12. The Bidder represents that it is competent, knowledgeable, and has special skills with respect to the nature, extent, and inherent conditions of the Work to be performed. Bidder further acknowledges that there are certain peculiar and inherent conditions existent in the construction of the Work that may create, during the Work, unusual or peculiar unsafe conditions hazardous to persons and property. Bidder expressly

acknowledges that it is aware of such peculiar risks and that it has the skill and experience to foresee and to adopt protective measures to adequately and safely perform the Work with respect to such hazards.

13. Bidder expressly acknowledges that it is aware that if a false claim is knowingly submitted (as the terms "claim" and "knowingly" are defined in the California False Claims Act, Cal. Gov. Code, §12650 et seq.), the District will be entitled to civil remedies set forth in the California False Claim Act. It may also be considered fraud and the Contractor may be subject to criminal prosecution.

Furthermore, Bidder hereby certifies to the District that all representations, certifications, and statements made by Bidder, as set forth in this bid form, are true and correct and are made under penalty of perjury.

Dated this 30th day of April, 2020

Name of Bidder American Modular Systems, Inc.

Type of Organization California Corporation

Signed by [Signature]

Title of Signer President

Address of Bidder 787 Spreckels Ave, Manteca, CA 95336

Taxpayer's Identification No. of Bidder 88-0231944

Telephone Number (209) 825-1921

Fax Number (209) 825-7018

E-mail dan.s@americanmodular.com Web page americanmodular.com

Contractor's License No(s): No.: 661154 Class: B Expiration Date: 12-31-2020

No.: _____ Class: _____ Expiration Date: _____

No.: _____ Class: _____ Expiration Date: _____

If Bidder is a corporation, provide the following:

Name of Corporation: American Modular Systems, Inc.

President: Dan Sarich

Secretary: Belinda Sarich

Treasurer: Belinda Sarich

Manager: NONE

END OF DOCUMENT

DOCUMENT 00 43 13

BID BOND (SECURITY)

(Note: If Bidder is providing a bid bond as its bid security,
Bidder must use this form, NOT a surety company form.)

KNOW ALL PERSONS BY THESE PRESENTS:

That the undersigned, American Modular Systems, Inc. as Principal ("Principal"),
and Western Surety Company as Surety ("Surety"),

a corporation organized and existing under and by virtue of the laws of the State of South Dakota

and authorized to do business as a surety in the State of California, are held and firmly bound unto the

Santa Cruz City Schools ("District") of Monterrey County, State of California as Obligor, in the sum of

Ten percent of the total amount bid (\$ 10% of amount bid)

lawful money of the United States of America, for the payment of which sum well and truly to be made, we, and each of us, bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted a bid to the District for all Work specifically described in the accompanying bid;

NOW, THEREFORE, if the Principal is awarded the Contract and, within the time and manner required under the Contract Documents, after the prescribed forms are presented to Principal for signature, enters into a written contract, in the prescribed form in accordance with the bid, and files two bonds, one guaranteeing faithful performance and the other guaranteeing payment for labor and materials as required by law, and meets all other conditions to the contract between the Principal and the Obligor becoming effective, or if the Principal shall fully reimburse and save harmless the Obligor from any damage sustained by the Obligor through failure of the Principal to enter into the written contract and to file the required performance and labor and material bonds, and to meet all other conditions to the Contract between the Principal and the Obligor becoming effective, then this obligation shall be null and void; otherwise, it shall be and remain in full force and effect. The full payment of the sum stated above shall be due immediately if Principal fails to execute the Contract within seven (7) days of the date of the District's Notice of Award to Principal.

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

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

If the District awards the bid, the security of unsuccessful bidder(s) shall be returned within sixty (60) days from the time the award is made. Unless otherwise required by law, no bidder may withdraw its bid for ninety (90) days after the date of the bid opening.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on the 23rd day of April, 2020.

American Modular Systems, Inc.

Principal

By Daniel Sarich
President

Western Surety Company

Surety

By Elizabeth Collodi, Attorney-in-Fact

InterWest Insurance Services LLC

Name of California Agent of Surety

1357 E Lassen Ave, Chico, CA 95973

Address of California Agent of Surety

(800) 873-3725

Telephone Number of California Agent of Surety

Bidder must attach Power of Attorney and Certificate of Authority for Surety and a Notarial Acknowledgment for all Surety's signatures. The California Department of Insurance must authorize the Surety to be an admitted Surety Insurer.

END OF DOCUMENT

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 Butte

On April 23, 2020 before me, Sara Walliser, Notary Public
(insert name and title of the officer)

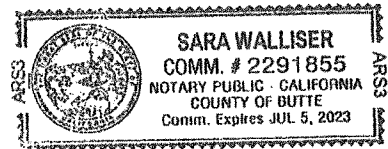
personally appeared Elizabeth Collodi,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in
~~his~~/her/~~their~~ authorized capacity(ies), and that by ~~his~~/her/~~their~~ 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)



Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

John Hopkins, Elizabeth Collodi, Steve Williams, Joseph H Weber, Renee Ramsey, Jennifer Lakmann, Mindy Whitehouse, Katherine Gordon, John J Weber, Stephanie Agapoff, Sara Walliser, Breanna Boatright, Jessica Monlux, Marissa Robinson, Individually

of Chico, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 19th day of November, 2019.



WESTERN SURETY COMPANY

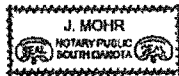
Paul T. Bruflat
Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 19th day of November, 2019, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

June 23, 2021



J. Mohr
J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 23rd day of April, 2020.



WESTERN SURETY COMPANY

L. Nelson
L. Nelson, Assistant Secretary

Form P4280-7-2012

Go to www.cnasurety.com > Owner / Obligor Services > Validate Bond Coverage, if you want to verify bond authenticity.

STATE OF CALIFORNIA
DEPARTMENT OF INSURANCE
SAN FRANCISCO

Amended
Certificate of Authority

THIS IS TO CERTIFY, That, pursuant to the Insurance Code of the State of California,

Western Surety Company

of Sioux Falls, South Dakota, organized under the laws of South Dakota, subject to its Articles of Incorporation or other fundamental organizational documents, is hereby authorized to transact within this State, subject to all provisions of this Certificate, the following classes of insurance:

Surety and Liability

as such classes are now or may hereafter be defined in the Insurance Laws of the State of California.

THIS CERTIFICATE is expressly conditioned upon the holder hereof now and hereafter being in full compliance with all, and not in violation of any, of the applicable laws and lawful requirements made under authority of the laws of the State of California as long as such laws or requirements are in effect and applicable, and as such laws and requirements now are, or may hereafter be changed or amended.

IN WITNESS WHEREOF, effective as of the 21st day of March, 1975, I
have hereunto set my hand and caused my official seal to be affixed
this 21st day of March, 1975.

Fee \$25.00

Rec. No. 61589

Filed 10-4-74

Wesley J. Kinder
Insurance Commissioner

By

Wallace W. Scales
Deputy

Certification

I, the undersigned Insurance Commissioner of the State of California, do hereby certify that I have compared the above copy of Certificate of Authority with the duplicate of original now on file in my office, and that the same is a full, true, and correct transcript thereof, and of the whole of said duplicate, and said Certificate of Authority is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and caused my
official seal to be affixed this 30th day of October, 2006.

John Garamendi
Insurance Commissioner

By *Pauline D'Andrea*
Pauline D'Andrea



Company Profile

COMPANY PROFILE

Company Search

Company Information

Company Search Results

Company Information

Old Company Names

Agent for Service

Reference Information

NAIC Group List

Lines of Business

Workers' Compensation Complaint and Request for Action/Appeals

Contact Information

Financial Statements PDF's

Annual Statements

Quarterly Statements

Company Complaint

Company Performance & Comparison Data

Company Enforcement Action

Composite Complaints Studies

Additional Info

Find A Company Representative In Your Area

View Financial Disclaimer

WESTERN SURETY COMPANY

151 N. FRANKLIN STREET
CHICAGO, IL 60606

Old Company Names

Effective Date

Agent For Service

Vivian Imperial
818 WEST SEVENTH STREET
SUITE 930
LOS ANGELES CA 90017

Reference Information

NAIC #:	13188
California Company ID #:	0761-7
Date Authorized in California:	07/29/1930
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	SOUTH DAKOTA

[back to top](#)

NAIC Group List

NAIC Group #: 0218 CNA INS GRP

Lines Of Business

The company is authorized to transact business within these lines of insurance.
For an explanation of any of these terms, please refer to the glossary.

LIABILITY

SURETY

[back to top](#)

DOCUMENT 00 43 36

DESIGNATED SUBCONTRACTORS LIST

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

PROJECT: Facility Supply Services Contract at Various Sites

1. Bidder must list hereinafter the name and location of each subcontractor who will be employed, and the scope of Work that each will perform if the Contract is awarded to the Bidder. Bidder acknowledges and agrees that under Public Contract Code section 4100, et seq., it must clearly identify the name and location of each subcontractor who will perform work or labor or render service to the Bidder in or about the construction of the Work in an amount in excess of one-half of one percent (1/2 of 1%) of Bidder's total Bid.
2. As to any Work that Bidder fails to list, Bidder agrees to perform that portion itself or be subjected to penalty under applicable law.
3. If alternate bids are called for and Bidder intends to use subcontractors different from or in addition to those subcontractors listed for work under the base Bid, Bidder must list subcontractors that will perform Work in an amount in excess of one half of one percent (1/2 of 1%) of Bidder's total Bid, including alternates.
4. In case more than one subcontractor is named for the same scope of Work, state the portion that each will perform.
5. Bidder need not list entities that are only vendors or suppliers of materials.
6. If further space is required for the list of proposed subcontractors, additional sheets showing the required information, as indicated below, shall be attached hereto and made a part of this document.
7. DVBE. Bidder must indicate which, if any, of these subcontractors are disabled veteran business enterprises (DVBE) and the estimated percentage of the Work those subcontractor(s) will perform.

Subcontractor Name: Sierra Casework Location: Modesto

Scope of Work: Casework If DVBE, Percent of Work: 0 %

California Contractor License Number: 802541

Subcontractor Name: TNT Construction Location: Perris

Scope of Work: Modular Setup / Finishes If DVBE, Percent of Work: 0 %

California Contractor License Number: 726694

Subcontractor Name: Cecal Enterprises Inc. Location: Laguna Nigel

Scope of Work: Concrete foundations If DVBE, Percent of Work: 0 %

California Contractor License Number: 825538

Subcontractor Name: D&B Fire Location: Corona

Scope of Work: Fire Protection If DVBE, Percent of Work: 0 %

California Contractor License Number: C16-410294

Subcontractor Name: Hutton Crane Location: Hayward

Scope of Work: Crane If DVBE, Percent of Work: 0 %

California Contractor License Number: 683819

Subcontractor Name: TL Shields & Assoc Location: Thousand Oaks

Scope of Work: Elevator If DVBE, Percent of Work: 0 %

California Contractor License Number: _____

Subcontractor Name: Robert Boeger Plastering Location: Applegate

Scope of Work: Plaster/Stucco If DVBE, Percent of Work: 0 %

California Contractor License Number: 319451

Subcontractor Name: OST Crane Location: Ventura

Scope of Work: Crane If DVBE, Percent of Work: 0 %

California Contractor License Number: 402528

Subcontractor Name: Reliable Flooring Location: Westlake Village

Scope of Work: Flooring If DVBE, Percent of Work: 0 %

California Contractor License Number: 839258

Subcontractor Name: M&S Painting Location: Canyon Country

Scope of Work: Painting If DVBE, Percent of Work: 0 %

California Contractor License Number: 770713

Subcontractor Name: _____ Location: _____

Scope of Work: _____ If DVBE, Percent of Work: _____ %

California Contractor License Number: _____

Subcontractor Name: _____ Location: _____

Scope of Work: _____ If DVBE, Percent of Work: _____ %

California Contractor License Number: _____

Subcontractor Name: _____ Location: _____

Scope of Work: _____ If DVBE, Percent of Work: _____ %

California Contractor License Number: _____

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

Date: _____ April 30, 2020

Proper Name of Bidder: _____ American Modular Systems, Inc.

Signature: _____ [Signature]

Print Name: _____ Dan Sarich

Title: _____ President

END OF DOCUMENT

DOCUMENT 00 45 19

NONCOLLUSION AFFIDAVIT
Public Contract Code § 7106

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

The undersigned declares:

I am the President [PRINT YOUR TITLE]
of American Modular Systems, Inc. [PRINT FIRM NAME],
the party making the foregoing Contract.

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

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

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

Date: April 30, 2020
Proper Name of Bidder: American Modular Systems, Inc.
City, State: Manteca, CA
Signature: [Signature]
Print Name: Dan Sarich
Title: President

END OF DOCUMENT

DOCUMENT 00 45 22

IRAN CONTRACTING ACT CERTIFICATION (Public Contract Code § 2204)

PROJECT/CONTRACT NO.: Facility Supply Service Contract between Santa Cruz City Schools (the "District" or the "Owner") and American Modular Systems, Inc. (the "Contractor" or the "Bidder") (the "Contract" or the "Project").

Pursuant to Public Contract Code (PCC) section 2204, an Iran Contracting Act certification is required for solicitations of goods or services of one million dollars (\$1,000,000) or more.

Bidder shall complete **ONLY ONE** of the following two paragraphs.

☐

1. Bidder's Total Base Bid is less than one million dollars (\$1,000,000).

OR

☒

2. Bidder's Total Base Bid is one million dollars (\$1,000,000) or more, but Bidder is not on the current list of persons engaged in investment activities in Iran created by the California Department of General Services ("DGS") pursuant to Public Contract Code § 2203(b), and Bidder is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.

OR

☐

3. Bidder's Total Base Bid is one million dollars (\$1,000,000) or more, but the District has given prior written permission to Bidder to submit a proposal pursuant to PCC 2203(c) or (d). **A copy of the written permission from the District is included with Bid.**

I certify that I am duly authorized to legally bind the Bidder to this certification, that the contents of this certification are true, and that this certification is made under the laws of the State of California.

Date: February, 1, 2021

Proper Name of Contractor: American Modular Systems, Inc.

Signature: _____



Print Name: Daniel Sarich

Title: President

END OF DOCUMENT

DOCUMENT 00 45 26

WORKERS' COMPENSATION CERTIFICATION

PROJECT/CONTRACT NO.: Facility Supply Service Contract between Santa Cruz City Schools (the "District" or the "Owner") and American Modular Systems, Inc. (the "Contractor" or the "Bidder") (the "Contract" or the "Project").

Labor Code section 3700 in relevant part provides:

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

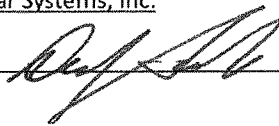
- 1 By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this state.
- 2 By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to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

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

Date: February 1, 2021

Proper Name of Contractor: American Modular Systems, Inc.

Signature: _____



Print Name: Daniel Sarich

Title: President

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

END OF DOCUMENT

DOCUMENT 00 45 50

PREVAILING WAGE AND
RELATED LABOR REQUIREMENTS CERTIFICATION

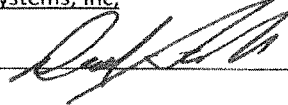
PROJECT/CONTRACT NO.: Facility Supply Service Contract between Santa Cruz City Schools (the "District" or the "Owner") and American Modular Systems, Inc. (the "Contractor" or the "Bidder") (the "Contract" or the "Project").

I hereby certify that I will conform to the State of California Public Works Contract requirements regarding prevailing wages, benefits, on-site audits with 48-hours notice, payroll records, and apprentice and trainee employment requirements, for all Work on the Project including, without limitation, the labor compliance program, if in use on this Project.

Date: February 1, 2021

Proper Name of Contractor: American Modular Systems, Inc.

Signature: _____



Print Name: Daniel Sarich

Title: President

END OF DOCUMENT

DOCUMENT 00 45 55

**DISABLED VETERAN BUSINESS ENTERPRISE
PARTICIPATION CERTIFICATION**

PROJECT/CONTRACT NO.: Facility Supply Service Contract between Santa Cruz City Schools (the "District") and American Modular Systems, Inc. (the "Contractor" or the "Bidder") (the "Contract" or the "Project").

Section 17076.11 of the Education Code requires school districts using funds allocated pursuant to the State of California School Facility Program ("Program") for the construction and/or modernization of school buildings to have a participation goal for disabled veteran business enterprises ("DVBE(s)") of at least three percent (3%), per year, of the overall dollar amount expended each year by the school district on projects that receive state funding.

Section 2001 of the Public Contract Code requires school districts to require each Bidder to provide in its bid certain information about its Subcontractors. In addition to completing this certification as indicated herein, each Bidder must provide the information related to DVBEs as required in the Designated Subcontractors List.

1. **Disabled Veteran Business Enterprise.** A DVBE is a business enterprise certified by the California Office of Small Business as a DVBE.
2. **DVBE Participation Policy.** The District is committed to achieving this DVBE participation goal. The District encourages Contractor to ensure maximum opportunities for the participation of DVBEs in the Work of the Contract.
3. **DVBE Participation Goal.** The three percent (3%) participation goal is not a quota, set-aside or rigid proportion.
4. **Certification of Participation.** At the time of execution of the Contract, the Contractor will provide a statement to the District of anticipated participation of DVBEs in the contract.
5. **Submission of Report.** During performance of the Contract, Contractor shall monitor the Work of the Contract, award of subcontracts and contracts for materials, equipment and supplies for the purpose of determining DVBE participation in the Work of the Contract.
 - a) Contractor shall report on a monthly basis all DVBEs utilized in the performance of the Work, the type or classification of the Work performed by each DVBE, and the dollar value of the Work performed by each DVBE.
 - b) Upon completion of the Work of the Contract, Contractor shall submit a report to the District in the form attached hereto identifying all DVBEs utilized in the performance of the Work, the type or classification of the Work performed by each DVBE, and the dollar value of the Work performed by each DVBE.
 - i) The submission to the District of this report is a condition precedent to the District's obligation to make payment of the Final Payment under the Contract Documents. The submission of this report shall be in addition to, and not in lieu of, any other conditions precedent set forth in the Contract Documents for the District's obligation to make payment of the Final Payment.
 - ii) The District reserves the right to request additional information or documentation from the Contractor evidencing efforts to comply with the three percent (3%) DVBE participation goal.

DVBE PARTICIPATION REPORT

Contractor Name: American Modular Systems, Inc.

Date: _____

Project Name: Facilities Supply Contract

Project Number: _____

DVBE Firm Name	Trade / Portion of Work	Subcontract/ Contract Value
None		\$0
Add more sheets as needed to include all information for each DVBE		

Does the cumulative dollar value of these DVBE contracts meet or exceed the participation goal of three percent (3%) of the final Contract Price, as adjusted by all change orders?

YES _____ NO X _____

If your response is "NO", please attach to this report a detailed description of the reasons for your firm did not achieve the participation goal of three percent (3%) of the final Contract Price.

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

Date: February 1, 2021

Proper Name of Contractor: American Modular Systems, Inc.

Signature: _____


Print Name: Daniel Sarich

Title: President

END OF DOCUMENT

DOCUMENT 00 45 60

DRUG-FREE WORKPLACE CERTIFICATION

PROJECT/CONTRACT NO.: Facility Supply Service Contract between Santa Cruz City Schools (the "District" or the "Owner") and American Modular Systems, Inc. (the "Contractor" or the "Bidder") (the "Contract" or the "Project").

This Drug-Free Workplace Certification form is required from the successful Bidder pursuant to Government Code sections 8350 et seq., the Drug-Free Workplace Act of 1990. The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract or grant for the procurement of any property or service from any state agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract or grant awarded by a state agency may be subject to suspension of payments or termination of the contract or grant, and the contractor or grantee may be subject to debarment from future contracting, if the contracting agency determines that specified acts have occurred.

The District is not a "state agency" as defined in the applicable section(s) of the Government Code, but the District is a local agency and public school district under California law and requires all contractors on District projects to comply with the provisions and requirements of Government Code sections 8350 et seq., the Drug-Free Workplace Act of 1990.

Contractor shall certify that it will provide a drug-free workplace by doing all of the following:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace and specifying actions which will be taken against employees for violations of the prohibition;
2. Establishing a drug-free awareness program to inform employees about all of the following:
 - a. The dangers of drug abuse in the workplace.
 - b. The person's or organization's policy of maintaining a drug-free workplace.
 - c. The availability of drug counseling, rehabilitation, and employee-assistance programs.
 - d. The penalties that may be imposed upon employees for drug abuse violations.
3. Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required above, and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

I, the undersigned, agree to fulfill the terms and requirements of Government Code section 8355 listed above and will publish a statement notifying employees concerning (a) the prohibition of controlled substance at the workplace, (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the performance of the contract be given a copy of the statement required by section 8355(a), and requiring that the employee agree to abide by the terms of that statement.

I also understand that if the District determines that I have either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of section 8355, that the Contract awarded herein is subject to termination, suspension of payments, or both. I further understand that, should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of section 8350 et seq.

I acknowledge that I am aware of the provisions of Government Code sections 8350 et seq. and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990.

Date: February 1, 2021

Proper Name of Contractor: American Modular Systems, Inc.

Signature: _____


Print Name: Daniel Sarich

Title: President

END OF DOCUMENT

DOCUMENT 00 45 65

TOBACCO-FREE ENVIRONMENT CERTIFICATION

PROJECT/CONTRACT NO.: Facility Supply Service Contract between Santa Cruz City Schools (the "District" or the "Owner") and American Modular Systems, Inc. (the "Contractor" or the "Bidder") (the "Contract" or the "Project").

This Tobacco-Free Environment Certification form is required from the successful Bidder.

Pursuant to, without limitation, 20 U.S.C section 6083, Labor Code section 6400 et seq., Health & Safety Code section 104350 et seq. and District Board Policies, all District sites, including the Project site, are tobacco-free environments. Smoking and the use of tobacco products by all persons is prohibited on or in District property. District property includes school buildings, school grounds, school owned vehicles and vehicles owned by others while on District property.

I acknowledge that I am aware of the District's policy regarding tobacco-free environments at District sites, including the Project site and hereby certify that I will adhere to the requirements of that policy and not permit any of my firm's employees, agents, subcontractors, or my firm's subcontractors' employees or agents to use tobacco and/or smoke on the Project site.

Date: February 1, 2021

Proper Name of Contractor: American Modular Systems, Inc.

Signature: _____



Print Name: Daniel Sarich

Title: PResident

END OF DOCUMENT

DOCUMENT 00 45 85

CRIMINAL BACKGROUND INVESTIGATION / FINGERPRINTING CERTIFICATION

PROJECT/CONTRACT NO.: Facility Supply Service Contract between Santa Cruz City Schools (the "District" or the "Owner") and American Modular Systems, Inc. (the "Contractor" or the "Bidder") (the "Contract" or the "Project").

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

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

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

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

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

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

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

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

Date: February 1, 2021

Proper Name of Contractor: American Modular Systems, Inc.

Signature: _____

Print Name: Daniel Sarich

Title: President

END OF DOCUMENT

DOCUMENT 00 52 13

AGREEMENT

THIS AGREEMENT IS MADE AND ENTERED INTO THIS 6th DAY OF January, 2021, by and between the Santa Cruz City Schools ("District" or "Owner") and American Modular Systems ("Contractor") ("Agreement"). The District and the Contractor agree as follows:

1. **The Work:** Contractor shall furnish all tools, equipment, apparatus, facilities, labor, and material necessary to perform and complete in a good and workmanlike manner, the work of the following project:

PROJECT: **Facility Supply Services Contract at Various Sites**

The Work shall be determined by the District to meet a variety of needs at any point during the term of the Agreement. The Work shall be performed and completed as required in the Contract Documents as defined in the General Conditions including, without limitation, the Drawings and Specifications, under the direction and supervision of, and subject to, the approval of the District or its authorized representative.

2. **The Contract Documents:**

2.1. The complete Contract consists of all Contract Documents as defined in the General Conditions and incorporated herein by this reference. All obligations of the District and Contractor are fully set forth and described in the Contract Documents. The Contract Documents are intended to cooperate so that Work called for in one and not mentioned in the other or vice versa is to be performed the same as if mentioned in all Contract Documents.

2.2. **Interpretation of Contract Documents:** Questions concerning the intent, precedence, or meaning of the Contract Documents, including the Drawings or Specifications, shall be submitted to the District for interpretation. Inconsistencies in the Contract Documents shall be resolved by giving precedence in the following order:

- 2.2.1. District-approved modifications, beginning with the most recent (if any);
- 2.2.2. Agreement;
- 2.2.3. Project Specific Proposals (if any);
- 2.2.4. Project Specific Inclusions/Exclusions (if any);
- 2.2.5. Project Specific Responsibility Matrix (if any);
- 2.2.6. Special Conditions (if any);
- 2.2.7. General Conditions;
- 2.2.8. DSA approved drawings;

In no case shall a document calling for lower quality and/or quantity material or workmanship control. The decision of the District in the matter shall be final.

3. **Time For Completion:** It is hereby understood and agreed that the Contractor shall complete the Work within the time agreed upon by District and Contractor. The District shall not approve an early completion schedule by Contractor. A schedule showing the Work completed in less than the Contract Time indicated in the Contract, shall be considered to have Project Float.

The Agreement Term is three (3) years after award of Bid, and may be extended for additional one (1) year periods in accordance with provisions contained in the Education Code for a total of five (5) years.

4. **Completion-Extension Of Time:** If Contractor fails to complete the Work within the Contract Time, due allowance being made for the contingencies provided for herein, Contractor shall become liable to District for all loss and damage that District may suffer on account thereof. Contractor shall coordinate its Work with the work of all other contractors. The District shall not be liable for delays resulting from Contractor's failure to coordinate its Work with other contractors in a manner that allows for timely completion of Contractor's Work. Contractor shall be liable for delays to other contractors caused by Contractor's failure to coordinate its Work with the work of other contractors.

5. **Liquidated Damages:** Time is of the essence for all Work to be performed. It is hereby understood and agreed that it is and will be difficult and/or impossible to ascertain and determine the actual damage that District will sustain in the event of and by reason of Contractor's delay; therefore, Contractor shall forfeit to District the following sum(s) ("Liquidated Damages"):

- **Project Completion:** Five Hundred dollars (\$500.00) per day as Liquidated Damages for each and every day's delay beyond the Contract Time to complete all the Work.

5.1. It is hereby understood and agreed that neither the total cumulative Liquidate Damages amount nor any portion of the Liquidated Damage amount are penalties.

5.2. District may deduct Liquidated Damages from money due or that may become due Contractor under this Agreement. Contractor's forfeiture of Liquidated Damages to District, and District's right to retain Liquidated Damages, are as indicated in Government Code section 53069.85 and as indicated herein and in the General Conditions.

5.3. Contractor and Surety shall be liable for and pay to District the entire amount of Liquidated Damages including any portion that exceeds the amount of the Contract Price then held, retained or controlled by District.

5.4. Liquidated Damages shall be in addition, and not in lieu of, District's right to charge Contractor for the District's cost of completing or correcting items of the Work.

5.5. District may extend the Contract Time if Work is delayed for causes outside the Contractor's control, as further described in the General Conditions. This provision does not exclude the recovery of damages for delay by either party under other provisions in the Contract Documents.

6. **Loss or Damage:** District and its authorized representatives shall not be answerable or suffer loss, damage, expense, or liability for any loss or damage that occurs to the Work, or any part thereof, during its construction and before Completion. Contractor shall assume all liabilities of every kind or nature arising from the Work, either by accident, negligence, theft, vandalism, or any cause whatever; and shall hold District and its authorized representatives harmless from all liability of every kind and nature arising from accident, negligence, or any cause whatever.

7. **Insurance and Bonds:** Contractor shall provide all required certificates of insurance, and payment and performance bonds.

8. **Performance of Work:** If Contractor fails to perform the Work properly or fails to perform any provisions of this Contract, the District, may, pursuant to the General Conditions and without prejudice to any other remedy it may have, cure the deficiencies and deduct the cost thereof from the payment then or thereafter due Contractor.

9. **Authority of Architect, Project Inspector, and DSA:** Contractor hereby acknowledges that the Architect(s), the Project Inspector(s), and the Division of the State Architect have authority to approve and/or stop Work if Contractor's Work does not comply with the requirements of the Contract Documents, Title 24 of the California Code of Regulations, and all applicable laws. Contractor shall be liable for any delay caused by its non-compliant Work.
10. **Assignment of Contract:** Neither the Contract, nor any part thereof, nor any moneys due or to become due thereunder, may be assigned by Contractor without the written approval of District, nor without the written consent of the Surety on Contractor's Performance Bond (the "Surety"), unless the Surety has waived in writing its right to notice of assignment.
11. **Classification of Contractor's License:** Contractor hereby acknowledges that it currently holds valid Type B Contractor's license(s) issued by the State of California, Contractor's State Licensing Board, in accordance with division 3, chapter 9, of the Business and Professions Code and in the classification called for in the Contract Documents.
12. **Payment of Prevailing Wages:** Contractor and all Subcontractors under Contractor shall pay all workers on Work performed pursuant to this Contract not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the Department of Industrial Relations, State of California, for the type of work performed and the locality in which the work is to be performed within the boundaries of the District, pursuant to sections 1770 et seq. of the California Labor Code.
13. **Labor Compliance Program:** If a labor compliance program is implemented for the Project, Contractor specifically acknowledges and understands that it shall perform the Work of this Agreement while complying with all the applicable provisions of the labor compliance program administered by the District and/or the California Department of Industrial Relations. Compliance shall include, without limitation, the requirement that Contractor and all of its Subcontractors timely submit complete and accurate certified payroll records with each application for payment, or the District cannot issue payment.
14. **Contract Price:** In consideration of the foregoing covenants, promises, and agreements, Contractor offers, in the amounts stated below, to perform the Work according to the Contract Documents. District covenants, promises, and agrees that it will pay and cause to be paid to Contractor in full.

Two million one hundred and forty seven thousand and twenty Dollars

(\$ 2,147,020.00), (Base Contract Amount)

- 14.1. The prices set forth in the Bid Form, which the District shall pay the Contractor, are to remain firm until December 31, 2023.
- 14.2. The Contract Price shall be paid in lawful money of the United States pursuant to the payment provisions in the General Conditions.
15. **Authority of Contractor's Representative:** Contractor hereby certifies that its legal representative as defined in the General Conditions and the person(s) it employees on the Project at or above the level of project superintendent, each have the authority to legally bind the Contractor.
16. **Severability:** If any term, covenant, condition, or provision of the Contract Documents is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions in the Contract

Documents shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

IN WITNESS WHEREOF, accepted and agreed on the date indicated above:

Dated: January 28, 2021

Dated: January 6th, 2021

SANTA CRUZ CITY SCHOOLS

CONTRACTOR

By: 

By: 

Print Name: Jimmy Monreal

Print Name: Daniel Sarich

Print Title: Assistant Superintendant Business

Print Title: President

NOTE: If the Contractor is a corporation, Contractor must attach a certified copy of the corporation's by-laws, or of the resolution of the Board of Directors of the corporation, authorizing the above person to execute this Agreement and the bonds required by the Contract Documents.

END OF DOCUMENT

DOCUMENT 00 54 50

ESCROW OF BID DOCUMENTATION

1. Requirement to Escrow Bid Documentation

- 1.1. Contractor shall submit, within **SEVEN (7)** calendar days after the date of the Notice of Award, one copy of all documentary information received or generated by Contractor in preparation of bid prices for this Contract. This material is referred to as "Escrow Bid Documentation." The Escrow Bid Documentation will be held in escrow by the District for the duration of the Contract.
- 1.2. Contractor agrees, as a condition of award of the Contract, that the Escrow Bid Documentation constitutes **all** written information used in the preparation of its bid, and that no other written bid preparation information shall be considered in resolving disputes or claims. Contractor also agrees that nothing in the Escrow Bid Documentation shall change or modify the terms or conditions of the Contract Documents.
- 1.3. The Escrow Bid Documentation will not be opened by District except as indicated herein. The Escrow Bid Documentation will be used only for the resolution of price adjustment discussions, change orders and claims disputes.
- 1.4. Contractor's submission of the Escrow Bid Documentation, as with the bonds and insurance documents required, is considered an essential part of the Contract award. Should the Contractor fail to make the submission within the allowed time specified above, District may deem the Contractor to have failed to enter into the Contract, and the Contractor shall forfeit the amount of its bid security, accompanying the Contractor's bid, and District may award the Contract to the next lowest responsive responsible bidder.
- 1.5. **NO PAYMENTS WILL BE MADE, NOR WILL DISTRICT ACCEPT PROPOSED CHANGE ORDERS UNTIL THE ESCROW BID DOCUMENTATION IS SUBMITTED AND APPROVED.**
- 1.6. The Escrow Bid Documentation shall be submitted in person by an authorized representative of the Contractor to the District.

2. Ownership of Escrow Bid Documentation

- 2.1. The Escrow Bid Documentation is, and shall always remain, the property of Contractor, subject to review by District, as provided herein.
- 2.2. Escrow Bid Documentation constitute trade secrets, not known outside Contractor's business, known only to a limited extent and only by a limited number of employees of Contractor, safeguarded while in Contractor's possession, extremely valuable to Contractor, and could be extremely valuable to Contractor's competitors by virtue of it reflecting Contractor's contemplated techniques of construction. Subject to the provisions herein, District agrees to safeguard the Escrow Bid Documentation, and all information contained therein, against disclosure to the fullest extent permitted by law.

3. Format and Contents of Escrow Bid Documentation

- 3.1. Contractor may submit Escrow Bid Documentation in its usual cost-estimating format; a standard format is not required.

- 3.2. Escrow Bid Documentation must clearly itemize the estimated costs of performing the work of each bid item contained in the bid schedule, separating bid items into sub-items as required to present a detailed cost estimate and allow a detailed cost review.
- 3.3. **Subcontractors.** The Escrow Bid Documentation shall include all subcontractor bids or quotes, supplier bids or quotes, quantity takeoffs, crews, equipment, calculations of rates of production and progress, copies of quotes from subcontractors and suppliers, and memoranda, narratives, add/deduct sheets, and all other information used by the Contractor to arrive at the prices contained in the bid proposal.
- 3.4. Estimated costs should be broken down into Contractor's usual estimate categories such as direct labor, repair labor, equipment ownership and operation, expendable materials, permanent materials, and subcontract costs as appropriate. Plant and equipment and indirect costs should be detailed in the Contractor's usual format. The Contractor's allocation of indirect costs, contingencies, markup, and other items to each bid item shall be identified.
- 3.5. **All costs shall be identified.** For bid items amounting to less than \$10,000, estimated unit costs are acceptable without a detailed cost estimate, provided that labor, equipment, materials, and subcontracts, as applicable, are included and provided that indirect costs, contingencies, and markup, as applicable, are allocated.
- 3.6. Bid Documentation provided by District should not be included in the Escrow Bid Documentation unless needed to comply with the following requirements.

4. **Submittal of Escrow Bid Documentation**

- 4.1. The Escrow Bid Documentation shall be submitted by the Contractor in a sealed container within **SEVEN (7)** calendar days after the date of the Notice of Award. The container shall be clearly marked on the outside with the Contractor's name, date of submittal, project name and the words "Escrow Bid Documentation – Intended to be opened in the presence of Authorized Representatives of Both District and Contractor".
- 4.2. By submitting Escrow Bid Documentation, Contractor represents that the material in the Escrow Bid Documentation constitutes all the documentary information used in preparation of the bid and that the Contractor has personally examined the contents of the Escrow Bid Documentation container and has found that the documents in the container are complete.
- 4.3. **Subcontractors.** If Contractor's proposal is based upon subcontracting any part of the work, each subcontractor whose total subcontract price exceeds 5 percent of the total contract price proposed by Contractor, shall provide separate escrow documents to be included with those of Contractor. Those documents shall be opened and examined in the same manner and at the same time as the examination described above for Contractor. Each subcontractor's documents can be sealed within Contractor's Escrow Bid Documentation and will only be opened if the change order or dispute at issue relates to that subcontractor(s)' scope of work.
- 4.4. If Contractor wishes to subcontract any portion of the Work after award of the Contract, District retains the right to require Contractor to submit escrow documents for the Subcontractor before the subcontract is approved.

5. Storage, Examination and Final Disposition of Escrow Bid Documentation

- 5.1.** The Escrow Bid Documentation will be placed in escrow, for the term of the Contract, at the District offices.
- 5.2.** The Escrow Bid Documentation shall be examined by both District and Contractor, at any time deemed necessary by either District or Contractor, to assist in the negotiation of price adjustments and change orders or the settlement of disputes and claims. In the case of legal proceedings, Escrow Bid Documentation shall be used subject to the terms of an appropriate protective order if requested by Contractor and ordered by a court of competent jurisdiction. Examination of the Escrow Bid Documentation is subject to the following conditions:
- 5.2.1.** As trade secrets, the Escrow Bid Documentation is proprietary and confidential to the extent allowed by law.
- 5.2.2.** Access to the Escrow Bid Documentation may take place only in the presence of duly designated representatives of both the District and Contractor. If Contractor fails to designate a representative or appear for joint examination on **SEVEN (7)** calendar days notice, then the District representative may examine the Escrow Bid Documents alone upon an **ADDITIONAL THREE (3)** calendar days notice if a representative of the Contractor does not appear at the time set.
- 5.2.3. Subcontractor.** If a subcontractor has submitted sealed information to be included in the Escrow Bid Documentation, access to those documents may take place only in the presence of a duly designated representative of the District, Contractor and that subcontractor. If that subcontractor fails to designate a representative or appear for joint examination on **SEVEN (7)** calendar days notice, then the District representative and/or the Contractor may examine the Escrow Bid Documentation without that subcontractor present upon an **ADDITIONAL THREE (3)** calendar days notice if a representative of that subcontractor does not appear at the time set.
- 5.3.** The Escrow Bid Documentation will be returned to Contractor when the District accepts Project Completion, when all of Contractor's claims (if any) have been resolved to District's and Contractor's satisfaction, and when the Contractor certifies that it has no further claims against the District.

END OF DOCUMENT

DOCUMENT 00 54 55

ESCROW AGREEMENT FOR SECURITY DEPOSITS IN LIEU OF RETENTION
(Public Contract Code § 22300)

This Escrow Agreement ("Escrow Agreement") is made and entered into this _____ day of _____, 20____, by and between the following:

Santa Cruz City Schools ("District" or "Owner"), whose address is 133 Mission Street, Suite 100, Santa Cruz, CA, and

_____ ("Contractor"), whose address is _____, and

_____ ("Escrow Agent"), a state or federally chartered bank in California, whose address is _____.

For the consideration hereinafter set forth, District, Contractor, and Escrow Agent agree as follows:

1. Pursuant to section 22300 of Public Contract Code of the State of California, which is hereby incorporated by reference, Contractor has the following two (2) options:
 - ☐ Deposit securities with Escrow Agent as a substitute for retention earnings required to be withheld by District pursuant to the Construction Contract No. _____ entered into between District and Contractor for the Facilities Supply Contract Project, in the amount of _____ (\$ _____) dated, _____, 20____, (the "Contract"); **or**
 - ☐ On written request of Contractor, District shall make payments of the retention earnings for the Contract directly to Escrow Agent.

When Contractor deposits the securities as a substitute for Contract earnings under subsection "(a)" above, Escrow Agent shall notify District within ten (10) calendar days of the deposit. The market value of the securities at all times from substitution until the termination of the Escrow Agreement shall be at least equal to the cash amount then required to be withheld as retention pursuant to the Contract.

Securities shall be held in name of Santa Rita District, and shall designate Contractor as beneficial owner.

2. District shall make progress payments to Contractor for those funds which otherwise would be withheld from progress payments pursuant to Contract provisions, provided that Escrow Agent holds securities in the form and amount specified above.
3. When District makes payment of retention earned directly to Escrow Agent, Escrow Agent shall hold them for the benefit of Contractor until the time that the escrow created under this Escrow Agreement is terminated. Contractor may direct the investment of the payments into securities. All terms and conditions of this Escrow Agreement and the rights and responsibilities of the Parties shall be equally applicable and binding when District pays Escrow Agent directly.
4. Contractor shall be responsible for paying all fees for the expenses incurred by Escrow Agent in administering the Escrow Account, and all expenses of District. The District will charge Contractor \$_____ for each of District's deposits to the escrow account. These expenses and payment terms shall be determined by District, Contractor, and Escrow Agent.

5. Interest earned on securities or money market accounts held in escrow and all interest earned on that interest shall be for sole account of Contractor and shall be subject to withdrawal by Contractor at any time and from time to time without notice to District.
6. Contractor shall have the right to withdraw all or any part of the principal in the Escrow Account only by written notice to Escrow Agent accompanied by written authorization from District to Escrow Agent that District consents to withdrawal of amount sought to be withdrawn by Contractor.
7. District shall have the right to draw upon the securities and/or withdraw amounts from the Escrow Account in event of default by Contractor. Upon seven (7) days written notice to Escrow Agent from District of the default, if applicable, Escrow Agent shall immediately convert the securities to cash and shall distribute the cash as instructed by District.
8. Upon receipt of written notification from District certifying that the Contract is final and complete, and that Contractor has complied with all requirements and procedures applicable to the Contract, Escrow Agent shall release to Contractor all securities and interest on deposit less escrow fees and charges of the Escrow Account. The escrow shall be closed immediately upon disbursement of all monies and securities on deposit and payments of fees and charges.
9. Escrow Agent shall rely on written notifications from District and Contractor pursuant to Paragraphs 5 through 8, inclusive, of this Escrow Agreement and District and Contractor shall hold Escrow Agent harmless from Escrow Agent's release and disbursement of securities and interest as set forth above.
10. Names of persons who are authorized to give written notice or to receive written notice on behalf of District and on behalf of Contractor in connection with the foregoing, and exemplars of their respective signatures are as follows:

On behalf of District:

Title

Name

Signature

Address

On behalf of Contractor:

Title

Name

Signature

Address

On behalf of Escrow Agent:

Title

Name

Signature

Address

At the time the Escrow Account is opened, District and Contractor shall deliver to Escrow Agent a fully executed copy of this Escrow Agreement.

IN WITNESS WHEREOF, the parties have executed this Escrow Agreement by their proper officers on the date first set forth above.

On behalf of District:

Title

Name

Signature

Address

On behalf of Contractor:

Title

Name

Signature

Address

On behalf of Escrow Agent:

Title

Name

Signature

Address

END OF DOCUMENT

Bond Number: 30125213

Premium: \$21,477.00

DOCUMENT 00 61 14

PERFORMANCE BOND (100% of Contract Price)

(Note: Bidders must use this form, NOT a surety company form.)

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the governing board ("Board") of the Santa Cruz City Schools School District, ("District") and American Modular Systems, Inc. ("Principal") have entered into a contract for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to perform the following project:

Facility Supply Services Contract at Various Sites (Project Name)
("Project" or "Contract")

which Contract dated January 6, 2021, and all of the Contract Documents attached to or forming a part of the Contract, are hereby referred to and made a part hereof, and

WHEREAS, said Principal is required under the terms of the Contract to furnish a bond for the faithful performance of the Contract;

NOW, THEREFORE, the Principal and Western Surety Company ("Surety") are held and firmly bound unto the Board of the District in the penal sum of:

Two Million One Hundred Forty-Seven Thousand and Twenty----- DOLLARS

(\$2,147,020.00-----), lawful money of the United States, for the payment of which sum well and truly to be made we bind ourselves, our heirs, executors, administrators, successors, and assigns jointly and severally, firmly by these presents, to:

- Perform all the work required to complete the Project; and
- Pay to the District all damages the District incurs as a result of the Principal's failure to perform all the Work required to complete the Project.

The condition of the obligation is such that, if the above bounden Principal, his or its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, and agreements in the Contract and any alteration thereof made as therein provided, on his or its part to be kept and performed at the time and in the intent and meaning, including all contractual guarantees and warranties of materials and workmanship, and shall indemnify and save harmless the District, its trustees, officers and agents, as therein stipulated, then this obligation shall become null and void, otherwise it shall be and remain in full force and virtue.

As a condition precedent to the satisfactory completion of the Contract, the above obligation shall hold good for a period equal to the warranty and/or guarantee period of the Contract, during which time Surety's obligation shall continue if Contractor shall fail to make full, complete, and satisfactory repair, replace, and totally protect the District from loss or damage resulting from or caused by defective materials or faulty workmanship. The obligations of Surety hereunder shall continue so long as any obligation of Contractor remains. Nothing herein shall limit the District's rights or the Contractor's or Surety's obligations under the Contract, law or equity, including, but not limited to, California Code of Civil Procedure section 337.15.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract or to the Work to be performed thereunder shall in any way affect its

Santa Cruz City Schools SCHOOL DISTRICT

PERFORMANCE BOND
DOCUMENT 00 61 14-1

obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the Contract Documents or to the Work.

Any claims under this bond may be addressed to the Surety at the following address. This cannot be the Contractor's broker for this bond, but must be an employee of the Surety or the Surety's legal counsel:

CNA/Western Surety Company

151 N FRANKLIN ST, CHICAGO, IL 60606

Attention: Claims Department

Telephone No.: (877) 672-6115

Fax No.: (312) 755-7276

E-mail Address: claims@cnasurety.com

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the 18 day of March, 2021.

Principal

American Modular Systems, Inc.

(Name of Principal)

(Signature of Person with Authority)

Daniel Sarich

(Print Name) President

Surety

Western Surety Company

(Name of Surety)

(Signature of Person with Authority)

Elizabeth Collodi, Attorney-in-Fact

(Print Name)

Vivian Imperial

(Name of California Agent of Surety)

818 West Seventh Street, Suite 930, Los Angeles, CA 90017

(Address of California Agent of Surety)

(877) 589-6952

(Telephone Number of California Agent of Surety)

Contractor must attach a Notarial Acknowledgment for all Surety's signatures and a Power of Attorney and Certificate of Authority for Surety. The California Department of Insurance must authorize the Surety to be an admitted surety insurer.

END OF DOCUMENT

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 Butte

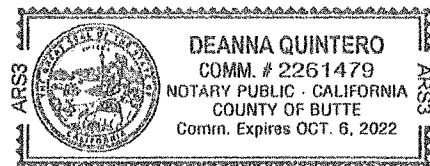
On March 18, 2021 before me, Deanna Quintero, Notary Public
(insert name and title of the officer)

personally appeared Elizabeth Collodi
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)



Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

John Hopkins, Steve Williams, Joseph H Weber, Bill Rapp, Tony Clark, Renee Ramsey, Elizabeth Collodi, Mindy Whitehouse, John J Weber, Jason March, Matthew Foster, Sara Walliser, Stephanie Agapoff, Jennifer Lakmann, Marissa Robinson, Mary Collins, Jessica Monlux, Samantha Watkins, Deanna Quintero, K Corey Ward, Individually

of Chico, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 16th day of March, 2021.



WESTERN SURETY COMPANY

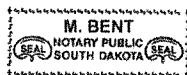
Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 16th day of March, 2021, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument, that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



M. Bent, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 18th day of March, 2021.



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Form F4280-7-2012

Go to www.cnasurety.com > Owner / Obligor Services > Validate Bond Coverage, if you want to verify bond authenticity.

STATE OF CALIFORNIA
DEPARTMENT OF INSURANCE
SAN FRANCISCO

Amended
Certificate of Authority

THIS IS TO CERTIFY, *That, pursuant to the Insurance Code of the State of California,*

Western Surety Company

of Sioux Falls, South Dakota, organized under the laws of South Dakota, subject to its Articles of Incorporation or other fundamental organizational documents, is hereby authorized to transact within this State, subject to all provisions of this Certificate, the following classes of insurance:

Surety and Liability

as such classes are now or may hereafter be defined in the Insurance Laws of the State of California.

THIS CERTIFICATE is expressly conditioned upon the holder hereof now and hereafter being in full compliance with all, and not in violation of any, of the applicable laws and lawful requirements made under authority of the laws of the State of California as long as such laws or requirements are in effect and applicable, and as such laws and requirements now are, or may hereafter be changed or amended.

IN WITNESS WHEREOF, *effective as of the 21st day of March, 1975, I*
have hereunto set my hand and caused my official seal to be affixed
this 21st day of March, 1975.

Fee \$25.00

Wesley J. Kinder
Insurance Commissioner

Rec. No. 61589

Filed 10-4-74

By

Wallace W. Scales
Deputy

Certification

I, the undersigned Insurance Commissioner of the State of California, do hereby certify that I have compared the above copy of Certificate of Authority with the duplicate of original now on file in my office, and that the same is a full, true, and correct transcript thereof, and of the whole of said duplicate, and said Certificate of Authority is now in full force and effect.

IN WITNESS WHEREOF, *I have hereunto set my hand and caused my*
official seal to be affixed this 30th day of October, 2006.

John Garamendi
Insurance Commissioner

By *Pauline D'Andrea*
Pauline D'Andrea

Bond Number: 30125213

Premium: Included in Performance Bond

DOCUMENT 00 61 15

PAYMENT BOND -- Contractor's Labor & Material Bond (100% of Contract Price)

(Note: Bidders must use this form, NOT a surety company form.)

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the governing board ("Board") of the Santa Cruz City Schools School District, (or "District") and American Modular Systems, Inc., ("Principal") have entered into a contract for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to

Facility Supply Services Contract at Various Sites (Project Name)
(“Project” or “Contract”)

which Contract dated January 6, 2021, and all of the Contract Documents attached to or forming a part of the Contract, are hereby referred to and made a part hereof, and

WHEREAS, pursuant to law and the Contract, the Principal is required, before entering upon the performance of the work, to file a good and sufficient bond with the body by which the Contract is awarded in an amount equal to 100 percent (100%) of the Contract price, to secure the claims to which reference is made in sections 3179 through 3214 and 3247 through 3252 of the Civil Code of California, and division 2, part 7, of the Labor Code of California.

NOW, THEREFORE, the Principal and Western Surety Company, ("Surety") are held and firmly bound unto all laborers, material men, and other persons referred to in said statutes in the penal sum of:

Two Million One Hundred Forty-Seven Thousand and Twenty----- DOLLARS

(\$2,147,020.00-----), lawful money of the United States, being a sum not less than the total amount payable by the terms of Contract, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, or assigns, jointly and severally, by these presents.

The condition of this obligation is that if the Principal or any of his or its subcontractors, of the heirs, executors, administrators, successors, or assigns of any, all, or either of them shall fail to pay for any labor, materials, provisions, provender, or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, that the Surety will pay the same in an amount not exceeding the amount herein above set forth, and also in case suit is brought upon this bond, will pay a reasonable attorney's fee to be awarded and fixed by the Court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under sections 3179 through 3214 and 3247 through 3252 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void; otherwise it shall be and remain in full force and affect.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract or to the Work to be performed thereunder shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the Contract Documents or to the Work.

Santa Cruz City Schools SCHOOL DISTRICT

PAYMENT BOND
DOCUMENT 00 61 15 -1

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the 18th day of March, 2021.

Principal

American Modular Systems, Inc.

(Name of Principal)

(Signature of Person with Authority)

Daniel Sarich
(Print Name) President

Surety

Western Surety Company

(Name of Surety)

(Signature of Person with Authority)

Elizabeth Collodi, Attorney-in-Fact

(Print Name)

Vivian Imperial

(Name of California Agent of Surety)

818 West Seventh Street, Suite 930, Los Angeles, CA 90017

(Address of California Agent of Surety)

(877) 589-6952

(Telephone Number of California Agent of Surety)

Contractor must attach a Notarial Acknowledgment for all Surety's signatures and a Power of Attorney and Certificate of Authority for Surety. The California Department of Insurance must authorize the Surety to be an admitted surety insurer.

END OF DOCUMENT

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 Butte

On March 18, 2021 before me, Deanna Quintero, Notary Public
(insert name and title of the officer)

personally appeared Elizabeth Collodi
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.

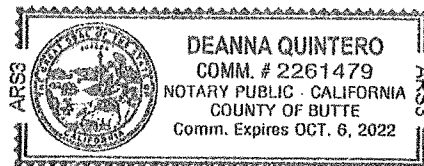
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)



Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

John Hopkins, Steve Williams, Joseph H Weber, Bill Rapp, Tony Clark, Renee Ramsey, Elizabeth Collodi, Mindy Whitehouse, John J Weber, Jason March, Matthew Foster, Sara Walliser, Stephanie Agapoff, Jennifer Lakmann, Marissa Robinson, Mary Collins, Jessica Monlux, Samantha Watkins, Deanna Quintero, K Corey Ward, Individually

of Chico, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 16th day of March, 2021.



WESTERN SURETY COMPANY

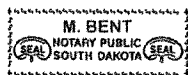
Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 16th day of March, 2021, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



M. Bent, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 18th day of March, 2021.



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Form F4280-7-2012

Go to www.cnasurety.com > Owner / Obligor Services > Validate Bond Coverage, if you want to verify bond authenticity.

STATE OF CALIFORNIA
DEPARTMENT OF INSURANCE
SAN FRANCISCO

Amended
Certificate of Authority

THIS IS TO CERTIFY, That, pursuant to the Insurance Code of the State of California,

Western Surety Company

of Sioux Falls, South Dakota, organized under the laws of South Dakota, subject to its Articles of Incorporation or other fundamental organizational documents, is hereby authorized to transact within this State, subject to all provisions of this Certificate, the following classes of insurance:

Surety and Liability

as such classes are now or may hereafter be defined in the Insurance Laws of the State of California.

THIS CERTIFICATE is expressly conditioned upon the holder hereof now and hereafter being in full compliance with all, and not in violation of any, of the applicable laws and lawful requirements made under authority of the laws of the State of California as long as such laws or requirements are in effect and applicable, and as such laws and requirements now are, or may hereafter be changed or amended.

IN WITNESS WHEREOF, effective as of the 21st day of March, 1975, I
have hereunto set my hand and caused my official seal to be affixed
this 21st day of March, 1975.

Fee \$25.00

Rec. No. 61589

Filed 10-4-74

Wesley J. Kinder
Insurance Commissioner

By
Certification

Wallace W. Scales
Deputy

I, the undersigned Insurance Commissioner of the State of California, do hereby certify that I have compared the above copy of Certificate of Authority with the duplicate of original now on file in my office, and that the same is a full, true, and correct transcript thereof, and of the whole of said duplicate, and said Certificate of Authority is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and caused my
official seal to be affixed this 30th day of October, 2006.

John Garamendi
Insurance Commissioner

By *Pauline D'Andrea*
Pauline D'Andrea

DOCUMENT 00 65 36

WARRANTY AND GUARANTEE FORM

1. _____ ("Contractor")

hereby agrees that the _____ ("Work" of Contractor)

which Contractor has installed for the Santa Cruz City Schools ("District")

for the following project: **Facility Supply Services Contract at Various Sites** was performed in accordance with the requirements of the Contract Documents and that the Work as installed fulfills the requirements of the Contract Documents.

2. Contractor agrees to repair or replace all of the Work that may prove to be defective in workmanship or material and any other adjacent Work that may be displaced in connection with such replacement within a period of _____ **YEAR(S)** from the date of Completion as defined in the Contract, ordinary wear and tear and unusual abuse or neglect excepted. The date of completion is _____, 20__.
3. In the event Contractor fails to comply with the above-mentioned conditions within a reasonable period of time, as determined by District, but not later than **TEN (10)** calendar days after being notified in writing by District, Contractor authorizes District to proceed to repair or replace the defective Work at the expense of Contractor. Contractor shall pay the costs and charges therefor upon demand.

4. **Representatives to be contacted for service subject to the terms of Contract:**

NAME: _____

ADDRESS: _____

PHONE NO.: _____

EMAIL: _____

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

DOCUMENT 00700

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1. CONTRACT TERMS AND DEFINITIONS

1.1 Definitions

Wherever used in the Contract Documents, the following terms shall have the meanings indicated, which shall be applicable to both the singular and plural thereof:

1.1.1. Adverse Weather: Weather that satisfies all of the following conditions: (1) unusually severe precipitation, sleet, snow, hail, heat, or cold conditions in excess of the norm for the location and time of year it occurred, (2) unanticipated, and (3) occurring at the Project Site.

1.1.2. Approval, Approved, and/or Accepted: Refer to written authorization, unless stated otherwise.

1.1.3. Architect: The individual, partnership, corporation, joint venture, or any combination thereof, named as Architect, that has the rights and authority assigned to the Architect in the Contract Documents. The term Architect means the District's Architect on this Project or the Architect's authorized representative.

1.1.4. As-Built Drawings: Upon District request an electronic sets of drawings to be made available upon Project Completion, pursuant to the Contract Documents, that reflect changes made during the performance of the Work, recording differences between the original design of the Work and the Work as constructed since the DSA approval if applicable.

1.1.5. Change Order: A written order to the Contractor authorizing an addition to, deletion from, or revision in the Work, and/or authorizing an adjustment in the Contract Price or Contract Time. If a Change Order is required to be approved by DSA, the District may call it a Construction Change Document.

1.1.6. Completion: When the entire Work shall have been completed to the satisfaction of District, including all punch list items. Final DSA approval of the Project is not required for Completion.

1.1.7. Construction Manager: The individual, partnership, corporation, joint venture, or any combination thereof, or its authorized representative, named as such by the District. If no Construction Manager is used on the Project, then all references in the Contract Documents to Construction Manager shall be read to refer to District.

1.1.8. Construction Schedule: The progress schedule of construction of the Project as provided by Contractor and approved by District, when needed. A Milestone Schedule is always required and may be considered the Construction Schedule.

1.1.9. Contract, Contract Documents: The Contract consists exclusively of the documents evidencing the agreement of the District and Contractor, identified as the Contract Documents. The Contract Documents consist of the following documents:

- 1.1.9.1.** Invitation to Bid
- 1.1.9.2.** Instructions to Bidders
- 1.1.9.3.** Bid Form
- 1.1.9.4.** Bid Bond (Security)
- 1.1.9.5.** Designated Subcontractors List
- 1.1.9.6.** Noncollusion Affidavit
- 1.1.9.7.** Worker's Compensation Certification
- 1.1.9.8.** Prevailing Wage and Related Labor Requirements Certification
- 1.1.9.9.** Disabled Veteran's Business Enterprise Participation Certification

- 1.1.9.10. Drug-Free Workplace Certification
 - 1.1.9.11. Tobacco-Free Environment Certification
 - 1.1.9.12. Criminal Background Investigation/Fingerprinting Certification
 - 1.1.9.13. Escrow of Bid Documentation (if applicable)
 - 1.1.9.14. Escrow Agreement for Security Deposits in Lieu of Retention
 - 1.1.9.15. Performance Bond
 - 1.1.9.16. Payment Bond (Contractor's Labor and Material Bond)
 - 1.1.9.17. Agreement
 - 1.1.9.18. Warranty and Guarantee Form
 - 1.1.9.19. General Conditions
 - 1.1.9.20. Special Conditions
 - 1.1.9.21. Project Specific proposals (If Any)
 - 1.1.9.22. Project Specific Inclusions/Exclusions (If Any)
 - 1.1.9.23. Project Specific Responsibility Matrix (If Any)
 - 1.1.9.24. Project Plans, Specifications, Technical Specifications, and Drawings
 - 1.1.9.25. Change Orders or written modifications to the above documents if approved in writing by the District
- 1.1.10. **Contract Price:** The total monies payable to the Contractor under the terms and conditions of the Contract Documents.
- 1.1.11. **Contract Time:** The time period stated in the Agreement for the Completion of the Work.
- 1.1.12. **Contractor:** The person or persons identified in the Agreement as contracting to perform the Work , or the legal representative of such person(s).
- 1.1.13. **Day(s):** Unless otherwise designated, day(s) means calendar day(s).
- 1.1.14. **District:** The public agency or the school district for which the Work is performed.
- 1.1.15. **Drawings:** (or "Plans") The graphic and pictorial portions of the Contract Documents showing the design, location, scope and dimensions of the Work, generally including plans, elevations, sections, details, schedules, sequence of operation, and diagrams.
- 1.1.16. **DSA:** Division of the State Architect.
- 1.1.17. **Force Account Directive:** A process that may be used when the District and the Contractor cannot agree on a price for a specific scope of work or before Contractor prepares a price for the scope of work, Contractor performs on a time and materials basis.
- 1.1.18. **Labor Compliance Program:** (or "LCP") The program and related documents and practices necessary for the program by which the District and/or the California Department of Industrial Relations ensures that Contractor and all Subcontractors pay prevailing wages to all workers performing Work on the Project.
- 1.1.19. **Premises:** The real property owned by the District on which the Project Site is located.
- 1.1.20. **Product(s):** New material, machinery, components, equipment, fixtures and systems forming the Work, including existing materials or components required and approved by the District for reuse.
- 1.1.21. **Product Data:** Illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by Contractor to illustrate a material, product, or system for a scope of the Work.

- 1.1.22. Project:** The planned undertaking as provided for in the Contract Documents.
- 1.1.23. Project Inspector:** (or "Inspector") The individual(s) retained by the District in accordance with title 24 of the California Code of Regulations to monitor and inspect the Project.
- 1.1.24. Program Manager:** The individual, partnership, corporation, joint venture, or any combination thereof, or its authorized representative, named as such by the District. If no Program Manager is designated for the Project then all references to Project Manager shall refer to District.
- 1.1.25. Provide:** Shall include "provide complete in place," that is, "furnish and install," and "provide complete and functioning as intended in place" unless specifically stated otherwise.
- 1.1.26. Request for Information:** (or "RFI") A written request prepared by the Contractor requesting that the Architect provide additional information necessary to clarify or amplify an item in the Contract Documents that the Contractor believes is not clearly shown or called for in the Drawings or Specifications or other portions of the Contract Documents, or to address issues that have arisen under field conditions.
- 1.1.27. Request for Substitution:** A request by Contractor to substitute an equal or superior material, product, thing, or service for a specific material, product, thing, or service that has been designated in the Contract Documents by a specific brand or trade name.
- 1.1.28. Safety Orders:** Written and/or verbal orders for construction issued by the California Division of Industrial Safety ("Cal OSHA") or by the United States Occupational Safety and Health Administration ("OSHA").
- 1.1.29. Safety Plan:** Contractor's safety plan specifically adapted for the Project. Contractor's Safety Plan shall comply with all provisions regarding Project safety, including all applicable provisions in these General Conditions.
- 1.1.30. Samples:** Physical examples that illustrate materials, products, equipment, finishes, colors, or workmanship and that, when approved in accordance with the Contract Documents, establish standards by which portions of the Work will be judged.
- 1.1.31. Shop Drawings:** All drawings, prints, diagrams, illustrations, brochures, schedules, and other data that are prepared by the Contractor, a subcontractor, manufacturer, supplier, or distributor, that illustrate how specific portions of the Work shall be fabricated or installed.
- 1.1.32. Site:** The Project site as shown on the Drawings.
- 1.1.33. Specifications:** That portion of the Contract Documents, Division 1 through Division 17, and all technical sections, and addenda to all of these, if any, consisting of written descriptions and requirements of a technical nature of materials, equipment, construction methods and systems, standards, and workmanship.
- 1.1.34. Subcontractor:** A contractor and/or supplier who is under contract with the Contractor or with any other subcontractor, regardless of tier, to perform a portion of the Work.
- 1.1.35. Submittal Schedule:** The schedule of submittals as provided by Contractor and approved by District.
- 1.1.36. Surety:** The person, firm, or corporation that executes as surety the Contractor's Performance Bond and Payment Bond, and must be a California admitted surety insurer as defined in the Code of Civil Procedure section 995.120.
- 1.1.37. SWPPP:** The District's Storm Water Pollution Prevention Plan.

1.1.38. Work: All labor, materials, equipment, components, appliances, supervision, coordination, and services required by, or reasonably inferred from, the Contract Documents, that are necessary for the construction and Completion of the Project.

1.2. Assignment

Contractor shall not assign this Contract or any part thereof without prior written consent of District. Any assignment of money due or to become due under this Contract shall be subject to a prior lien for services rendered or material supplied for performance of the Work called for under said Contract in favor of all persons, firms, or corporations rendering such services or supplying such materials to the extent that claims are filed pursuant to the Civil Code, the Code of Civil Procedure, and/or the Government Code. If Contractor attempts to make such an assignment without such consent, Contractor shall nevertheless remain legally responsible for all obligations under the Contract.

1.3. Prohibited Interests

No official of the District and no District representative who is authorized in such capacity and on behalf of the District to negotiate, make, accept, or approve, or to take part in negotiating, making, accepting or approving any engineering, inspection, construction or material supply contract or any subcontract in connection with construction of the Project, shall be or become directly or indirectly interested financially in this Contract or in any part thereof. No officer, employee, attorney, engineer or inspector of or for the District who is authorized in such capacity and on behalf of the District to exercise any executive, supervisory or other similar functions in connection with construction of the Project, shall become directly or indirectly interested financially in this Contract or in any part thereof.

1.4. Notice And Service Thereof

1.4.1. Any notice from one party to the other under the Contract shall be in writing and shall be dated and signed by the party giving such notice or by the duly authorized representative of such party. Any such notice shall not be effective for any purpose whatsoever unless served in one of the following manners:

- 1.4.1.1** If notice is given to District, by personal delivery thereof to District's representative or by depositing same in United States mail, enclosed in a sealed envelope addressed to District for attention of said representative or District, postage prepaid and registered;
- 1.4.1.2.** If notice is given to Contractor, by personal delivery thereof to said Contractor or to his foreman at site of the Project, or by depositing same in United States mail, enclosed in a sealed envelope addressed to said Contractor at his regular place of business or at such other address as may have been established for the conduct of work under this contract, postage prepaid and registered;
- 1.4.1.3.** If notice is given to surety or other person, by personal delivery to such surety or other person or by depositing same in United States mail, enclosed in a sealed envelope addressed to such surety or person at the address of such surety or person last communicated by him to party giving notice, postage prepaid and registered.
- 1.4.1.4.** If notice is served by mail, it shall be deemed received and all time periods associated with the giving of notice shall run from the third day after mailing.

1.5. Substitution

Pursuant to Public Contract Code Section 3400(b) the District may make a finding that designates certain products, things, or services by specific brand or trade name. If the District decides to designate certain products, then a

process for requesting substitutions will be set forth.

2. DISTRICT

2.1. Occupancy

District reserves the right to occupy buildings at any time before completion, and such occupancy shall not constitute final acceptance of any part of the Work covered by this Contract.

2.2. District's Status

2.2.1. In general and where appropriate and applicable, the District may designate a staff member to be the District's representative during the construction period and shall observe the progress and quality of the Work on behalf of the District. He or she shall have the authority to act on behalf of District only to the extent expressly provided in the Contract Documents. After consultation with the Inspector and after using his best efforts to consult with the District, the District shall have authority to stop work whenever such stoppage may be necessary in his reasonable opinion to insure the proper execution of the Contract Documents.

2.2.2. Contractor further acknowledges that the District shall be, in the first instance, the judge of the performance of this Contract.

2.3. District's Decisions

Contractor shall promptly notify the District in writing if the District fails within a reasonable time, to make decisions on all claims of the District or Contractor and on all other matters relating to, the execution and progress of the Work.

3. ARCHITECT

- 3.1.** Architect shall have the authority to act on behalf of District to the extent expressly provided in the Contract Documents and to the extent determined by District to, among other things, observe the progress and quality of the Work on behalf of the District. Architect shall have authority to reject materials, workmanship, and/or the Work whenever rejection may be necessary, in Architect's reasonable opinion, to insure the proper execution of the Contract and conformance to the contract.
- 3.2.** Architect shall, with the District and on behalf of the District, determine the amount, quality, acceptability, and fitness of all parts of the Work, and interpret the Specifications, Drawings, and shall, with the District, interpret all other Contract Documents.
- 3.3.** Architect shall have all authority and responsibility established by law, including title 24 of the California Code of Regulations.
- 3.4.** Contractor shall provide District and the Construction Manager with a copy of all written communication between Contractor and Architect at the same time as that communication is made to Architect, including, without limitation, all RFIs, correspondence, submittals, claims, and proposed change orders.
- 3.5.** In case of ambiguity, conflict, or lack of information, Architect shall furnish with reasonable promptness, additional instructions by means of drawing or otherwise, necessary for proper execution of work. All such

drawings and instruments shall be consistent with Contract documents, true developments thereof, and reasonably inferable therefrom.

4. CONSTRUCTION MANAGER

- 4.1. If a Construction Manager is used on this Project, the Construction Manager will provide administration of the Contract on the District's behalf. After execution of the Contract and Notice to Proceed, all correspondence and/or instructions from Contractor and/or District shall be forwarded through the Construction Manager. The Construction Manager will not be responsible for and will not have control or charge of construction means, methods, techniques, sequences, or procedures or for safety precautions in connection with the Work, which shall all remain the Contractor's responsibility.
- 4.2. Construction Manager, however, will have authority to reject materials and/or workmanship not conforming to the Contract Documents, as determined by the District, the Architect, and/or the Project Inspector. Construction Manager shall also have the authority to require special inspection or testing of any portion of the Work, whether it has been fabricated, installed, or fully completed. Any decision made by Construction Manager, in good faith, shall not give rise to any duty or responsibility of the Construction Manager to the Contractor, any Subcontractor, their agents, employees, or other persons performing any of the Work. Construction Manager shall have free access to all parts of Work at any time.
- 4.3. If the District does not use a Construction Manager on this Project, all references to Construction Manager or CM shall be read as District.

5. INSPECTOR, INSPECTIONS AND TESTS

5.1. Inspection Fees for Permanent Utilities

All inspection fees and other municipal charges for permanent utilities including, but not limited to, sewer, electrical, phone, gas, water, and irrigation shall be paid for by District.

5.2. District's Inspector

- 5.2.1 All Inspectors shall be retained by the District.
- 5.2.2 If applicable, an inspector will be employed by District in accordance with requirements of Title 24 of the California Code of Regulations and will be assigned to the work. His duties are specifically defined in Part 1, Title 24, Section 4-342 of the California Code of Regulations.
- 5.2.3 All work shall be under the observation of said inspector. He shall have free access to any or all parts of work at any time. Contractor shall furnish inspector reasonable facilities for obtaining such information as may be necessary to keep him fully informed respecting progress and manner of Work and character of materials. Inspection of Work shall not relieve Contractor from any obligation to fulfill this contract. Inspector or District shall have authority to stop Work whenever the provisions of the Contract Documents are not being complied with and Contractor shall instruct his employees accordingly.
- 5.2.4 **In-plant Inspection.** In-plant inspection and material testing shall be accomplished under the supervision of the District Architect. The Contractor shall notify the District Architect and the designated inspectors at least forty-eight (48) hours prior to commencing work. The manufacturer shall provide the inspector with

full access to all plant operations involving work under this Contract and shall advise the inspector in advance of the time and place when operations that the inspector wants to observe take place. Before the building(s) are removed from the plant for delivery to the storage facility or from the storage facility to the site, the inspector and District Architect shall determine that they are acceptable and issue a written release, which shall be in the form of a Verified Report (Form SSS-6) A copy of the Inspector's Verified Report and Agency Architect's punchlist shall accompany each building to storage of the site(s).

- 5.2.5 On-site Inspection.** The Site Inspector shall do on-site inspection. All work, which the manufacturer or his subcontractors perform at the site, shall be subject to the inspection of the site inspector. The manufacturer will furnish the site inspector with such information as may be necessary to keep him fully informed as to progress of work and dates when site work will occur. The Contractor shall notify the District at least seventy-two (72) hours prior to commencing on-site work.

5.3. Tests And Inspections

- 5.3.1** If the Contract Documents, the District Representative, or any instructions, laws, ordinances, or public authority require any part of the Work to be tested or approved, Contractor shall provide the District Representative at least TWO (2) working days' notice of its readiness for observation or inspection. If inspection is by a public authority other than the District, Contractor shall promptly inform the District of the date fixed for such inspection. Required certificates of inspection (or similar) shall be secured by the District. Costs for District testing and District inspection shall be paid by the District. Costs of tests for Work found not to be in compliance shall be paid by the Contractor.
- 5.3.2.** If any Work is done or covered up without the required testing or approval, the Contractor shall uncover or deconstruct the Work, and the Work shall be redone after completion of the testing at the Contractor's cost in compliance with the Contract Documents.
- 5.3.3.** Where inspection and testing are to be conducted by an independent laboratory or agency, materials or samples of materials to be inspected or tested shall be selected by such laboratory or agency, or by the District, and not by Contractor. All tests or inspections of materials shall be made in accordance with the commonly recognized standards of national organizations.
- 5.3.4.** In advance of the manufacturing of materials to be supplied by Contractor, which must be tested or inspected, Contractor shall notify the District so that the District may arrange for testing at the source of supply. Any materials, which have not satisfactorily passed such testing, and inspection shall not be incorporated into the Work.
- 5.3.5.** The District may order reexamination of the Work. If so ordered, the Work must be uncovered or deconstructed by Contractor. If the Work is found to be in accordance with the Contract Documents, the District shall pay the costs of reexamination and reconstruction. If such Work is found not to be in accordance with the Contract Documents, Contractor shall pay all costs.

6. CONTRACTOR

6.1. Workers

- 6.1.1.** Contractor shall at all times enforce strict discipline and good order among his employees. Contractor shall not employ on work any unfit person or anyone not skilled in work assigned to him.
- 6.1.2.** Any person in the employ of the Contractor whom the District may deem incompetent or unfit shall be

dismissed from work and shall not again be employed on it except with the written consent of District.

- 6.1.3. The District reserves the right to request that the Project Supervisor be replaced immediately.

6.2. Laws And Regulations

- 6.2.1. Contractor shall give all notices and comply with all laws, ordinances, rules, and regulations bearing on conduct of the Work as indicated and specified. If Contractor observes that drawings and specifications are at variance therewith, he shall promptly notify the District in writing and any necessary changes shall be adjusted as provided in contract for changes in the Work. If Contractor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to District, he shall bear all costs arising therefrom.
- 6.2.2. Contractor shall be responsible for familiarity with the Americans with Disabilities Act (ADA) (42 USC 12101 et seq.). Installations of equipment and other devices shall be in compliance with ADA regulations.

6.3. Permits And Licenses

- 6.3.1. District shall obtain and pay for all other permits and licenses required for the Work, including excavation permit and for plumbing, mechanical and electrical work, and traffic control/operations in or over public streets or right of way under the jurisdiction of public agencies other than the District.
- 6.3.2. The District shall arrange and pay for all off-site inspection of the Work related to permits and licenses, including certification, required by the specifications, drawings, or by governing authorities.
- 6.3.3. Before acceptance of the Project, the Contractor shall submit all licenses, permits, and required approvals to the District.

6.4. Materials

- 6.4.1. Except as otherwise specifically stated in this contract, Contractor shall provide and pay for all materials, labor, tools, equipment, and transportation, to execute and complete this Contract within specified time.
- 6.4.2. Unless otherwise specified, all materials shall be new and both workmanship and materials shall be of good quality.
- 6.4.3. Materials shall be furnished in ample quantities and at such times as to insure uninterrupted progress of work and shall be stored properly and protected as required. Contractor shall be entirely responsible for damage or loss by weather or other causes to materials or work under this contract.
- 6.4.4. No materials, supplies, or equipment for Work under this Contract shall be purchased subject to any chattel mortgage or under a conditional sale or other agreement by which an interest therein or in any part thereof is retained by seller or supplier. Contractor warrants good title to all material, supplies, and equipment installed or incorporated in work and agrees upon completion of all Work to deliver premises, together with all improvements and appurtenances constructed or placed thereon by him, to District free from any claims, liens, or charges. Contractor further agrees that neither he nor any person, firm, or corporation furnishing any materials or labor for any Work covered by this Contract shall have any right to a lien upon premises or any improvement or appurtenance thereon, except that Contractor may install metering devices or other equipment of utility companies or of political subdivisions, title to which is commonly retained by the utility company or political subdivision. In event of installation of any such metering device or equipment, Contractor shall advise District as to owner thereof. Nothing contained in this article,

however, shall defeat or impair right of persons furnishing material or labor under any bond given by Contractor for their protection or any rights under any law permitting such persons to look to funds due to Contractor in the hands of the District, and this provision shall be inserted in all subcontracts and material contracts and notice of its provisions shall be given to all persons furnishing material for work when no formal contract is entered into for such material.

- 6.4.5. Materials shall be stored on the Project site in such manner so as not to interfere with any operations of the District or any independent contractor.

6.5. Contractor's Supervision

- 6.5.1. Unless personally present on the premises where the Work is being done, Contractor shall keep on the Work as necessary, during its progress, a competent (project) superintendent.
- 6.5.2. Contractor shall give efficient supervision to the Work, using his best skill and attention to control safety and job coordination. He shall carefully study and compare all drawings, specifications, and other instructions and shall at once report to District any error, inconsistency or omission which he may discover. The Contractor shall not be liable to District for any damage resulting from errors or deficiencies in the Contract Documents or other instructions by the District.

6.6. Documents on Work

- 6.6.1. Contractor shall keep one copy of all Contract Documents, including addenda, change orders, Division I, Title 21 of the California Code of Regulations, Parts 1-5 and 12 of Title 24 of the California Code of Regulations, and the prevailing wage rates applicable at the time of the Contract, which are a part of Contract Documents, on the job at all times. Said documents shall be kept in good order and shall be available to the District and District representative. Contractor shall be acquainted with and comply with the provisions of said Titles 21 and 24 as they relate to this Project. (See particularly Duties of the Contractor, Title 24 California Code of Regulations, section 4-343.) Contractor shall also be acquainted with and comply with all California Code of Regulations provisions relating to this project, particularly Titles 17, 19, 21 and 24.

6.7. Protection of Work And Property

- 6.7.1. The Contractor shall be responsible for all damages to persons or property that occur as a result of his fault or negligence arising from or in connection with the prosecution of this Contract. Contractor shall be responsible for the proper care and protection of all materials delivered and work performed until completion and final acceptance by the District. All work shall be solely at the Contractor's risk. Contractor shall adequately protect adjacent property from settlement or loss of lateral support as provided by law and the Contract Documents. Contractor shall take all necessary precautions for the safety of employees on the project and shall comply with all applicable safety laws and building codes to prevent accidents or injury to persons on, about, or adjacent to premises where work is being performed. Contractor shall erect and properly maintain at all times, as required by conditions and progress of work, all necessary safeguards, signs, barriers, lights, and watchmen for protection of workers and the public and shall post danger signs warning against hazards created by such features in the course of construction. Contractor shall designate a responsible member of his organization on the Work, whose duty shall be prevention of accidents.
- 6.7.2. In an emergency affecting safety of life or of work or of adjoining property, Contractor, without special instruction or authorization from the District, is hereby permitted to act, at his discretion, to prevent such threatened loss or injury, and he shall so act, without appeal, if so authorized or instructed by the District.

Any compensation claimed by Contractor on account of emergency work shall be determined by agreement.

- 6.7.3.** Contractor shall take adequate precautions to protect existing sidewalks, curbs, pavements, utilities, adjoining property, and structures, and to avoid damage thereto. Contractor shall:

6.7.3.1. Deliver materials to the building area over a route agreed upon with the District.

6.7.3.2. Confine Contractor's apparatus, the storage of materials, and the operations of his workers to limits indicated by law, ordinances, permits, or directions of District. Contractor shall not unreasonably encumber the premises with his materials. Contractor shall enforce all instructions of the District regarding signs, advertising, fires, danger signals, barricades, and smoking and require that all persons employed on work comply with all regulations while on the construction site.

6.7.3.3. Take care to prevent disturbing or covering any survey markers, monuments, or other devices marking property boundaries or corners. If such markers are disturbed by accident, they shall be replaced by an approved civil engineer or land surveyor, licensed in the State of California, at no cost to the District.

6.8. Cleaning Up

Contractor at all times shall keep premises free from debris such as waste, rubbish, and excess materials and equipment caused by this Work. Contractor shall not leave debris under, in, or about the premises. Upon completion of the Work, Contractor shall perform a construction cleaning of the interior and exterior of the building or improvement including fixtures, equipment, walls, floors, ceilings, roofs, window sills and ledges, horizontal projections, and any areas where debris has collected so surfaces are free from foreign material or discoloration.

6.9. Fingerprinting

The determination of fingerprinting requirements are set forth in the Special Conditions.

- 6.9.1.** Contracts for Construction, Reconstruction, Rehabilitation or Repair of a School Facility Involving More than Limited Contact with Students.

6.9.1.1. If the District determines based on the totality of the circumstances concerning the Project that the Contractor and Contractor's employees are subject to the requirements of Education Code section 45125.2 pertaining to Contracts for Construction, Reconstruction, Rehabilitation or Repair of a School Facility because they will have contact other than limited contact with pupils, by execution of the Contract, the Contractor acknowledges that Contractor is entering into a contract for the construction, reconstruction, rehabilitation, or repair of a school facility where the Contractor and/or Contractor's employees will have more than limited contact with students and the services to be provided do not constitute an emergency or exceptional situation. In accordance with Education Code section 45125.2 the Contractor shall, at Contractor's own expense, (a) install a physical barrier to limit contact with students by Contractor and/or Contractor's employees, or (b) provide for the continuous supervision and monitoring of the Contractor and/or Contractor's employees by an employee of the Contractor who has received fingerprint clearance from the California Department of Justice, or (c) provide for the surveillance of the Contractor and Contractor's employees by a District employee; and (d) Contractor and Contractor's employees shall not use student restroom facilities;

6.9.2. Contracts for Construction, Reconstruction Rehabilitation or Repair of a School Facility Involving Only Limited Contact With Students.

- 6.9.2.1** If the District determines based on the totality of the circumstances concerning the Project that the Contractor and Contractor's employees are subject to the requirements of Education Code section 45125.2 pertaining to Contracts for Construction, Reconstruction, Rehabilitation or Repair of a School Facility because they will have only limited contact with pupils, by execution of the Agreement/Contract, the Contractor acknowledges that Contractor is entering into a contract for the construction, reconstruction, rehabilitation or repair of a school facility involving only limited contact with students. Accordingly, the parties agree that the following conditions apply to any work performed by the Contractor and/or Contractor's employees on a school site: (1) Contractor and/or Contractor's employees shall check in with the school office each day immediately upon arriving at the school site; (2) Contractor and/or Contractor's employees shall inform school office staff of their proposed activities and location at the school site; (3) Once at such location Contractor and/or Contractor's employees shall not change locations without contacting the school office; (4) Contractor and Contractor's employees shall not use student restroom facilities; and (5) If Contractor and/or Contractor's employees find themselves alone with a student, Contractor and Contractor's employees shall immediately contact the school office and request that a member of the school staff be assigned to the work location.

6.10. Drugs, Tobacco, Alcohol, Animals

The Contractor shall prohibit and take all steps necessary to ensure that its and its subcontractors' employees do not possess, consume, or work under the influence of any alcohol, tobacco or illegal drugs while on the Project site. The Contractor shall take all necessary steps to ensure that its and its subcontractor's employees comply with all applicable District policies and directives relating to appearance and behavior on school sites and/or District property. The Contractor shall prohibit and prevent its employees and subcontractor's employees from bringing any animal onto the Project.

7. SUBCONTRACTOR

- 7.1.** Contractor agrees to bind every subcontractor by terms of the Contract as far as such terms are applicable to subcontractor's work. If Contractor subcontracts any part of this Contract, Contractor shall be as fully responsible to District for the acts and omissions of his subcontractor and of persons either directly or indirectly employed by his subcontractor, as he is for acts and omissions of persons directly employed by himself. Nothing contained in these Contract Documents shall create any contractual relation between any subcontractor and District. The District shall be deemed to be the third party beneficiary of the Contract between the contractor and the subcontractor.
- 7.2.** District's consent to or approval of any subcontractor under this Contract shall not in any way relieve Contractor of his obligations under this Contract and no such consent or approval shall be deemed to waive any provision of this Contract. The District reserves the right of approval of all subcontractors proposed for use on this Project, and to this end, may require financial, performance and such additional information as is needed to secure this approval. If a subcontractor is not approved, the Contractor shall promptly submit another of the same trade for approval.
- 7.3.** Substitution or addition of subcontractors shall be permitted only as authorized in California Public Contract Code Sections 4100 et seq.

8. OTHER CONSTRUCTS/CONTRACTORS

- 8.1. District reserves the right to let other contracts in connection with this Work or other work at the same site. Contractor shall afford other contractors reasonable opportunity for introduction and storage of their materials and execution of their work and shall properly connect and coordinate his Work with theirs.
- 8.2. To ensure proper execution of his subsequent work, Contractor shall measure and inspect work already in place and shall at once report to the District any discrepancy between executed work and the Contract Documents.
- 8.3. Contractor shall ascertain to his own satisfaction the scope of the Project and nature of any other contracts that have been or may be awarded by District in prosecution of the Project to the end that Contractor may perform this Contract in the light of such other contracts, if any. Nothing herein contained shall be interpreted as granting to Contractor exclusive occupancy at the Project site. Contractor shall not cause any unnecessary hindrance or delay to any other contractor working on project. If simultaneous execution of any contract for the Project is likely to cause interference with performance of some other contract or contracts, District shall decide which contractor shall cease work temporarily and which contractor shall continue or whether work can be coordinated so that contractors may proceed simultaneously.

9. DRAWINGS AND SPECIFICATIONS

9.1. Contract Documents.

Contract Documents are complementary, and what is called for by one shall be as binding as if called for by all. The intention of documents is to include all labor and materials, equipment, and transportation necessary for the proper execution of the work. Materials or work described in words which as applied have a well-known technical or trade meaning shall be deemed to refer to such recognized standards.

9.2. Interpretations.

Drawings and specifications are intended to be fully cooperative and to agree. However, if Contractor observes that drawings and specifications are in conflict, he shall promptly notify the District in writing and any necessary changes shall be adjusted as provided in the contract for changes in work. If such conflict arises, the following order of precedence shall generally apply, provided, however, that the order of precedence shall not be so rigidly interpreted as to affect an absurd or costly result:

- 9.2.1 District-approved modifications, beginning with the most recent (if any);
- 9.2.2 Agreement;
- 9.2.3 Project Specific Proposals (if any);
- 9.2.4 Project Specific Inclusions/Exclusions (if any);
- 9.2.5 Project Specific Responsibility Matrix (if any);
- 9.2.6 Special Conditions (if any);
- 9.2.7 General Conditions;
- 9.2.8 DSA approved drawings;

9.3. Standards, Rules, and Regulations

Standards, Rules, and Regulations referred to are recognized printed standards and shall be considered as one and a part of these specifications within limits specified.

9.4. Copies Furnished

Contractor will be furnished, free of charge, copies of drawings and specifications as set forth in Special Conditions. Additional copies may be obtained at cost of reproduction.

9.5. Ownership of Drawings

- 9.5.1** All drawings, specifications, and copies thereof furnished by District are its property. They are not to be used on other work and with exception of signed contract sets, are to be returned to District on request at completion of work.
- 9.5.2** In the event the contract requires the use of Contractor trade secrets, copyrights, proprietary systems or the release of said information, a confidential agreement (non-Disclosure Agreement) may be required by Contractor.

9.6. Examination of Contract Documents

Before commencing any portion of the Work, Contractor shall again carefully examine all applicable Contract Documents, the Project site and other information given to Contractor as to materials and methods of construction and other Project requirements. Contractor shall immediately notify the District Representative of any potential error, inconsistency, ambiguity, conflict or lack of detail or explanation. If Contractor performs, permits, or causes the performance of any Work which is in error, inconsistent or ambiguous, or not sufficiently detailed or explained, Contractor shall bear any and all resulting costs, including, without limitation, the cost of correction. In no case shall the Contractor or any subcontractor proceed with Work if uncertain as to the applicable requirements.

9.7. Additional Instructions

After notification of any error, inconsistency, ambiguity, conflict or lack of detail or explanation, the District Representative will provide any required additional instructions, by means of drawings or other written direction, necessary for proper execution of the Work.

9.8. Quality of Parts, Construction and Finish

All parts of the Work shall be of the best quality of their respective kinds and the Contractor must use all diligence to inform itself fully as to the required construction and finish. In no case shall Contractor proceed with the Work without obtaining first from the District Representative such approval as may be necessary for the proper performance of Work.

9.9. Contractor's Variation from Contract Document Requirements

If it is found that the Contractor has varied from the requirements of the Contract Documents including the requirement to comply with all applicable laws, ordinances, rules and regulations, the District Representative may at any time, before or after completion of the Work, order the improper Work removed, remade or replaced by the Contractor at the Contractor's expense.

10. CONTRACTOR'S SUBMITTALS AND SCHEDULES

10.1. Progress Schedule

- 10.1.1.** Within SEVEN (7) days after the date of the request from the District, Contractor shall prepare a baseline progress schedule in hard copy and electronic form and shall submit this schedule for the District's approval. The schedule shall include milestones and shall include the "critical path" of construction. Contractor's failure to incorporate all elements of work required for the performance of the Contract or any inaccuracy in the schedule shall not excuse the Contractor from performing all work required for a completed project within the specified contract time period, notwithstanding the District's acceptance of the schedule.
- 10.1.2.** Such schedule shall indicate graphically the beginning and completion dates of all phases of construction, and shall indicate the critical path for all critical, sequential time related activities. All required schedules shall indicate "float time" for all "slack" or "gaps" in the non-critical activities. Submitted construction schedules shall have a duration which does not exceed the contract time.

10.2. Submittals

- 10.2.1.** As applicable to the Contractor's scope of work, Contractor shall furnish for approval, within THIRTY (30) days following execution of the Contract, material lists and certifications, mix designs, schedules, and other submittals, as required in the specifications.
- 10.2.2.** Contractor will provide samples and submittals, together with catalogs and supporting data required by District within a reasonable time period so as not to cause delays on the Project.
- 10.2.3.** This provision shall not authorize any extension of time for performance of this Contract. The District representative will check and approve such samples only for conformance with the design concept of the Work and for compliance with information given in Contract Documents. Work shall be in accordance with approved samples. District action will be taken within ten (10) calendar days after receiving such samples and submittals. If in the District's professional judgment ten (10) days is an insufficient amount of time to permit adequate review, District shall, within the initial ten (10) day period, notify the Contractor, with a copy to the Inspector and the District, of the amount of time that will be required to respond.
- 10.2.4.** If the District's response results in a change in the Project, then such change shall be effected by a written change order.

10.3. Shop Drawings

- 10.3.1.** Contractor shall check and verify all field measurements and shall submit with such promptness as to cause no delay in his own Work or in that of any other contractor, subcontractor, District, other independent contractor or worker on the Project, electronic copies of all shop or setting drawings, schedules, and materials list, and all other submittals in accordance with other provisions of the contract required for the work of various trades. Contractor shall sign all submittals affirming that submittals have been reviewed and approved by Contractor prior to submission to District. Each signed submittal shall affirm that the submittal meets all the requirements of the Contract Documents except as specifically and clearly noted and listed on the cover sheet of the submittal.

- 10.3.2.** Contractor shall advise District immediately, if District has not checked and approved with reasonable promptness, such schedules and drawings for conformance with the design concept of the Project and compliance with information given in the Contract Documents. Contractor shall make any corrections required by District, file and furnish electronic copies as may be needed for construction. District's approval of such drawings or schedules also shall not relieve Contractor from responsibility for deviations from drawings or specifications unless he has in writing called the District's attention to such deviations at time of submission and has secured his written approval. The District's approval of such drawings and schedules also shall not relieve Contractor from responsibility for errors in shop drawings or schedules. For purposes of this section "reasonable promptness" shall mean such reasonable promptness as to cause no delay in the Work or in the activities of the District, Contractor or separate contractors, while allowing sufficient time in the District's professional judgment to permit adequate review.

11. SITE ACCESS, CONDITIONS AND REQUIREMENTS

11.1. Easements

Easements for permanent structures or permanent changes in existing facilities shall be secured and paid for by the District, unless otherwise specified.

11.2. Surveys

Surveys to determine location of property lines and corners will be supplied and maintained by the District. Surveys to determine locations of construction, grading, and site work shall also be provided by the District.

11.3. Sanitary Facilities

Sanitary Facilities shall be supplied by the District.

11.4. Layout And Field Engineering

- 11.4.1.** District shall provide and maintain for the Contractor the locations of four (4) corners of the building(s) and finish floor elevations.
- 11.4.2.** Contractor shall be responsible for having ascertained pertinent local conditions such as location, accessibility, and general character of the Site and for having satisfied itself as to the conditions under which the Work is to be performed.

11.5. Removal of Hazardous Materials

- 11.5.1.** Since removal and/or abatement of asbestos, PCBs and other toxic wastes and hazardous materials is a specialized field of work with specialized insurance requirements, unless otherwise specified in the Contract Documents, the District shall contract directly for such specialized services, if required, and shall not require the Contractor to subcontract for such services.
- 11.5.2.** In the event the Contractor encounters on the site material reasonably believed to be asbestos or polychlorinated biphenyl (PCB) which has not been rendered harmless, the Contractor shall immediately stop work in the area affected and report the condition to the District, inspector, and District in writing. The work in the affected area shall not thereafter be resumed except by written agreement of the District and Contractor if in fact the material is asbestos or PCB and has not been rendered harmless. The work in the affected area shall be resumed in the absence of asbestos or

PCB, or when it has been rendered harmless, by written agreement of the District and Contractor, or by resolution pursuant to Section 22.3.

11.6. Cutting And Patching

All required cutting and patching of site condition, asphalt or concrete is not a part of this contract.

11.7. Access To Work

District and its representatives and/or Site Contractor shall at all times have all weather access to the Work wherever it is in preparation or in progress. Contractor shall provide safe and proper facilities for such access so that the District's representatives may perform their functions under the Contract.

11.8. Soils Investigation Report

- 11.8.1. When a soils investigation report obtained from test holes at Site is available, that report shall be available to the Contractor and shall be a part of the Contract.
- 11.8.2. Any soils and investigation reports required by DSA to be provided by the District.
- 11.8.3. Any soils mitigation or treatment needed per recommendations of Soils Investigation Report shall be provided by the District.

11.9. Compliance With State Storm Water Permit for Construction

As required per the Contractor's Scope of Work:

- 11.9.1. The Contractor shall be required to comply with all conditions of the State Water Resources Control Board (State Water Board) National Pollutant Discharge Elimination System General Permit for Waste Discharge Requirements for Discharges of Storm Water Runoff Associated with Construction Activity (Permit) for all construction activity which results in the disturbance of in excess of one acre of total land area or which is part of a larger common area of development or sale. The District shall be responsible for filing the Notice of Intent and for obtaining the Permit. The District shall be solely responsible for preparing and implementing a Storm Water Pollution Prevention Plan (SWPPP) prior to initiating Work
- 11.9.2. Site Contractor shall be responsible for complying with the provisions of the Permit and the SWPPP, including the standard provisions, monitoring and reporting requirements as required by the Permit. Site Contractor shall provide copies of all reports and monitoring information to the District. Contractor to not interfere with any SWPPP measures in place.
- 11.9.3. Contractor shall comply with the lawful requirements of any applicable municipality, the County, drainage district, and other local agencies regarding discharges of storm water to separate storm drain system or other watercourses under their jurisdiction, including applicable requirements in municipal storm water management programs.
- 11.9.4. Failure to comply with the Permit is a violation of federal and state law. Contractor hereby agrees to indemnify and hold harmless the District, its Board members, officers, agents, employees and authorized volunteers from and against any and all claims, demands, losses or liabilities of any kind or nature which District, its Board members, officers, agents, employees and authorized volunteers may sustain or incur for

noncompliance with the Permit arising out of or in connection with the Project, except for liability resulting from the negligence or willful misconduct of the District, its Board members, officers, agents, employees or authorized volunteers. District may seek damages from Contractor for delay in completing the Contract in accordance with Article 6 hereof, caused by Contractor's failure to comply with the Permit.

11.10. Utilities

All utilities, including, but not limited to electricity, water, and gas, used on work shall be furnished and paid for by the District.

11.11. Temporary Facilities

Temporary water, electric light and power, corporation yard, parking, and toilet facilities as may be required at each site and compliance with such requirements and restrictions for their use as may be prescribed by authorities having jurisdiction shall be the responsibility of the District.

12. TRENCHES

12.1. Trenches and Excavations Five Feet or More in Depth

The Contractor shall submit to the District, in advance of excavation, a detailed plan showing the design of shoring, bracing, sloping or other provisions to be made for worker protection from the hazard of caving ground during the excavation of any trench or trenches five feet or more in depth. If the plan varies from shoring system standards, the plan shall be prepared by a registered civil or structural engineer. The plan shall not be less effective than the shoring, bracing, sloping, or other provisions of the Construction Safety Orders, as defined in the California Code of Regulations. The Contractor shall not commence any excavation work until it has secured all necessary permits including the required CAL OSHA excavation/shoring permit. Any permits shall be prominently displayed on the site prior to the commencement of any excavation.

12.2. Trenches and Excavations Deeper than Four Feet

If Work under this Contract involves digging trenches or other excavation that extends deeper than four feet below the surface, Contractor shall promptly, and before the following conditions are disturbed, notify the District, in writing, of any:

- 12.2.1** Material that the Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.
- 12.2.2** Subsurface or latent physical conditions at the site differing from those indicated, including geological, soils, or water table issues that impede construction or increase the construction cost.
- 12.3.** Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents.
- 12.4.** The District shall promptly investigate the conditions, and if it finds that the conditions do so materially differ, or do involve hazardous waste, and cause a decrease or increase in Contractor's cost of, or the time required for, performance of any part of the Work, shall issue a change order under the procedures described in these

General Conditions. If asbestos-related work or hazardous substance removal is required that is not disclosed in the Contract Documents, such work shall be performed pursuant to a contract separate from any other Work to be performed as required by Section 25914.2 of the Health and Safety Code, as may be amended from time to time.

- 12.5. In the event that a dispute arises between the District and the Contractor as to whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the Work, the Contractor shall not be excused from any scheduled completion date provided for by the Contract, but shall proceed with all Work to be performed under the Contract. Contractor shall retain any and all rights provided either by Contract or by law which pertain to the resolution of disputes and protests between the parties.

13. INSURANCE AND BONDS

13.1. Contract Security

At the request of the District, prior to commencing any portion of the Work, the Contractor shall apply for and furnish the District separate payment and performance bonds for its portion of the Work which shall cover 100% faithful performance of and payment of all obligations arising under the Contract Documents and/or guaranteeing the payment in full of all claims for labor performed and materials supplied for the Work. All bonds shall be provided by a corporate surety authorized and admitted to transact business in California. All bonds shall be submitted on the District's approved form.

13.2. Worker's Compensation Insurance

- 13.2.1. The Contractor shall provide, during the life of this Contract, workers' compensation insurance for all of his employees engaged in work under this Contract, on or at the site of the Project, and, in case any of his work is sublet, the Contractor shall require the subcontractor similarly to provide workers' compensation insurance for all the latter's employees. Any class of employee or employees not covered by a subcontractor's insurance shall be covered by the Contractor's insurance. In case any class of employees engaged in work under this Contract, on or at the site of the Project, is not protected under the workers' compensation statutes, the Contractor shall provide or shall cause a subcontractor to provide, adequate insurance coverage for the protection of such employees not otherwise protected. The Contractor shall file with the District certificates of his insurance protecting workers.

- 13.2.2. Company or companies providing insurance coverage shall be acceptable to the District, and in the following form and coverage.

- 13.2.2.1. Statutory Workers' Compensation and Employer's Liability Coverage: Contractor shall maintain insurance to afford protection for all claims under California Workers' Compensation Act and other employee benefit acts, and in addition, shall maintain Employer's Liability Insurance for a minimum limit of \$1,000,000. The Workers' Compensation Policy shall include the following endorsements, copies of which shall be provided to District:

- 13.2.2.1.1. The Voluntary Compensation Endorsement; and

- 13.2.2.1.2. Broad Form All States Endorsement; and

13.3. Commercial General Liability And Property Damage Insurance

- 13.3.1.** Contractor shall procure and maintain during the life of this Contract and for such other period as may be required herein, at its sole expense, such comprehensive general liability insurance or commercial general liability and property damage insurance as shall protect Contractor and District from all claims for bodily (personal) injury, including accidental death, as well as claims for property damage arising from operations under this Contract, and other covered loss, however occasioned, occurring during the policy term. Such policy shall comply with all the requirements of this article, and shall be in the form and amounts as set forth in the Special Conditions. The limits set forth in the Special Conditions shall not be construed to relieve the Contractor from liability in excess of such coverage, nor shall it limit Contractor's indemnification obligations to the District, and shall not preclude the District from taking such other actions available to the District under other provisions of the Contract Documents or law.
- 13.3.2.** Contractor shall make certain that any and all subcontractors hired by Contractor are insured in accordance with this Contract. If any subcontractor's coverage does not comply with the foregoing provisions, Contractor shall indemnify and hold District harmless from any damage, loss, cost, or expense, including attorneys' fees, incurred by District as a result thereof.
- 13.3.3.** Company or companies providing insurance coverage shall be acceptable to the District and authorized to conduct business in the State of California.
- 13.3.4.** Any general liability policy provided by Contractor hereunder shall contain an endorsement which applies its coverage to District, members of District's board of trustees, and the officers, agents, employees and volunteers of District, the State Allocation Board, if applicable, and the District's consultants, individually and collectively, as additional insured using form CG2010 11-85 or equivalent which must include products and completed operations coverage, broad form property damage coverage, coverage for collapse, explosion and underground, and include independent contractor coverage.
- 13.3.5.** The coverage afforded by the additional insured endorsement described in paragraph (d) above, shall apply as primary insurance, and any other insurance maintained by District, the members of District's Board of Trustees, or its officers, agents, employees and volunteers, or any self-funded program of District, shall be in excess only and not contributing to such coverage.
- 13.3.6.** Contractor shall notify District in writing of the amount, if any, of self-insured retention provided under the General Liability coverage, with a maximum limit of \$25,000. District may approve higher retention amounts, based upon review of documentation submitted by Contractor. Such review shall take into consideration Contractor's net worth and reserves for payment of claims of liability against Contractor, which must be sufficient to adequately compensate for the lack of other insurance coverage required hereunder.
- 13.3.7.** All general liability policies shall be written to apply to all bodily injury, including death, property damage, personal injury and other covered loss, however occasioned, occurring during the policy term, and shall specifically insure the performance by Contractor of that part of the indemnification contained in Article 25 hereof, relating to liability for injury to or death of persons and damage to property. If the coverage contains one or more aggregate limits, a minimum of 50% of any such aggregate limit must remain available at all times; if over 50% of any aggregate limit has been paid or reserved, District may require additional coverage to be purchased by Contractor to restore the required limits. Contractor may combine primary, umbrella, and as broad as possible excess liability coverage to achieve the total limits indicated above. Any umbrella or excess liability policy shall include the additional insured endorsement, products and completed operations coverage and broad form property damage described in paragraphs (d) and (e), above. To the extent that the umbrella insurer requires notice of changes to the primary policy, notice will be considered to be given and not prejudice the District's rights to recover under the umbrella policy.

- 13.3.8.** Contractor and District release each other, and their respective authorized representatives, from any Claims (as further defined in Article 25), but only to the extent that the proceeds received from any policy of liability insurance carried by District or Contractor, other than any self-insurance, covers any such Claim or damage. Included in any policy or policies of liability insurance provided by Contractor hereunder shall be a standard waiver of rights of subrogation against District by the insurance company issuing said policy or policies.
- 13.3.9.** If coverage is written on a "claims made" basis, the Certificate of Insurance shall clearly so state. In addition to the coverage requirements specified above, such policy shall provide that:
- 13.3.9.1.** The policy retroactive date coincides with or precedes Contractor's commencement of work under the Contract (including subsequent policies purchased as renewals or replacements).
 - 13.3.9.2.** Contractor will make every effort to maintain similar insurance during the required extended period of coverage following expiration of the Contract, including the requirement of adding all additional insureds.
 - 13.3.9.3.** If insurance is terminated for any reason, Contractor shall purchase an extended reporting provision of at least two years to report claims arising in connection with the Contract.
 - 13.3.9.4.** The policy allows for reporting of circumstances or incidents that might give rise to future claims.
- 13.3.10.** Contractor's failure to procure the insurance specified herein, or failure to deliver certified copies or appropriate certificates of such insurance, or failure to make the premium payments required by such insurance, shall constitute a material breach of the Contract, and District may, at its option, terminate the Contract for any such default by Contractor.
- 13.3.11.** The requirements as to the types and limits of insurance coverage set forth herein and in the Special Conditions to be maintained by the Contractor, and any approval of said insurance by the District or its insurance advisor(s), are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Contractor pursuant to the Agreement, including, but not limited to, the provisions concerning indemnification.
- 13.3.12.** District shall retain the right at any time to review the coverage, form, and amount of insurance required herein and may require Contractor to obtain insurance reasonably sufficient in coverage, form and amount to provide adequate protection against the kind and extent of risk which exists at the time a change in insurance is required.
- 13.3.13.** All deviations from the contractual insurance requirements stated herein must be approved in writing by District's risk manager.

13.4. Automobile Liability Insurance

Contractor shall take out and maintain at all times during the term of this Contract Automobile Liability Insurance in the amount of at least one million dollars (\$1,000,000). Such insurance shall provide coverage for bodily injury and property damage including coverage for non-owned and hired vehicles, in a form and with insurance companies acceptable to the District.

13.5. Proof Of Carriage of Insurance

- 13.5.1.** Any insurance carrier providing insurance coverage required by the Contract Documents shall be admitted

to and authorized to do business in the State of California unless waived, in writing, by the District Risk Manager. Carrier(s) shall have an A.M. Best rating of not less than an A:VIII. Insurance deductibles or self-insured retentions must be declared by the Contractor, and such deductibles and retentions shall have the prior written consent from the District. At the election of the District, the Contractor shall either 1) reduce or eliminate such deductibles or self-insured retentions, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

- 13.5.2.** Contractor shall cause its insurance carrier(s) to furnish the District with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, or 2) if requested to do so in writing by the District Risk Manager, provide original certified copies of policies including all endorsements and all attachments thereto, showing such insurance is in full force and effect. The District, its directors and officers, employees, agents or representatives shall be named as additional insureds and a waiver of subrogation shall be provided in favor of those parties. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that shall provide no less than thirty (30) days written notice be given to the District prior to any material modification or cancellation of such insurance. In the event of a material modification or cancellation of coverage, the District may terminate or stop the Work pursuant to the Contract Documents, unless the District receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing the coverage set forth herein and the insurance required herein is in full force and effect. Contractor shall not take possession, or use the Project site, or commence operations under this Contract until the District has been furnished original Certificate(s) of Insurance and certified original copies of endorsements or policies of insurance, including all endorsements and any and all other attachments as required in this Section. The original Endorsements for each policy and the Certificate of Insurance shall be signed by an individual authorized by the insurance carrier to do so on its behalf.
- 13.5.3.** It is understood and agreed to by the parties hereto and the insurance company(ies), that the Certificate(s) of Insurance and policies shall so covenant and shall be construed as primary, and the District's insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.
- 13.5.4.** Contractor shall pass down the insurance obligations contained herein to all tiers of sub contractors working under this Contract.

13.6. Substitution of Security

- 13.6.1.** Upon the Contractor's request, the District will make payment of funds withheld from progress payments to ensure performance under the Contract pursuant to the requirements of Public Contract Code section 22300 if the Contractor deposits in escrow with the District or with a bank acceptable to the District, securities eligible for investment under Government Code section 16430, bank or savings and loan certificates of deposit, or other security mutually agreed to by the Contractor and the District, subject to the following conditions:
- 13.6.1.1.** The Contractor shall bear the expense of the District and the escrow agent, either the District or the bank, in connection with the escrow deposit made.
- 13.6.1.2.** Securities or certificates of deposit to be placed in escrow shall be of a value at least equivalent to

the amounts of retention to be paid to the Contractor pursuant to this section.

- 13.6.1.3.** The Contractor shall enter into an escrow agreement satisfactory to the District, which agreement shall include provisions governing inter alia:

13.6.1.3.1. The amount of securities to be deposited,

13.6.1.3.2. The providing of powers of attorney or other documents necessary for the transfer of the securities to be deposited,

13.6.1.3.3. Conversion to cash to provide funds to meet defaults by the Contractor, including, but not limited to, termination of the Contractor's control over the work, stop payment notices filed pursuant to law, assessment of liquidated damages or other amounts to be kept or retained under the provisions of the contract,

13.6.1.3.4. Decrease in value of securities on deposit,

13.6.1.3.5. The termination of the escrow upon completion of the contract.

- 13.6.1.4.** The Contractor shall obtain the written consent of the surety to such agreement.

- 13.6.1.5.** As an alternative to Contractor depositing into escrow securities of a value equivalent to the amounts of retention to be paid to the Contractor, upon Contractor's request, District will make payment of retentions earned directly to the escrow agent at the expense of Contractor pursuant to and in accordance with Public Contract Code section 22300.

14. WARRANTY/GUARANTEE/INDEMNITY

14.1. Guarantee

Contractor warrants to the District that material and equipment furnished under the Contract will be of the highest 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. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. The Contractor's warranty does not cover damage or defect caused by abuse, modifications not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage. If required by the District, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. So long as District forwards written notification of any warranty item to Contractor within the warranty period, Contractor's obligation to correct the warranty item continues until the correction is made. In the event of failure of the Contractor to commence or pursue with diligence a defect within TEN (10) days after being notified in writing, the District is hereby authorized to proceed to have defects repaired and made good at expense of the Contractor who shall pay costs and charges therefore immediately on demand.

If, in the opinion of the District, defective work creates a dangerous condition or requires immediate correction or attention to prevent further loss to the District or to prevent interruption of operations of the District, the District will attempt to give the notice required by this article. If the Contractor cannot be contacted or does not comply with the District's request for correction within TEN (10) days, the District may, notwithstanding the provisions of this article, proceed to make such correction or provide such attention. The costs of such correction or attention shall be charged

against the Contractor. Such action by the District will not relieve the Contractor of the guarantees provided in this article or elsewhere in this Contract.

This article does not in any way limit the guarantee on any items for which a longer guarantee is specified or on any items for which a manufacturer gives a guarantee for a longer period. Contractor shall furnish District with all appropriate guarantee or warranty certificates upon completion of the project.

14.2. Indemnification

Contractor shall defend, indemnify and hold the District, its officials, officers, agents, employees, and representatives free and harmless from any and all claims, demands, causes of action, costs, expenses, liabilities, losses, damages or injuries, in law or equity, regardless of whether the allegations are false, fraudulent, or groundless, to property or persons, including wrongful death, to the extent arising out of or incident to any act, omission, breach, or willful misconduct of Contractor, its officials, officers, employees, agents, consultants and contractors arising out of or in connection with the performance of the Work or this Contract, including claims made by subcontractors for nonpayment, including without limitation the payment of all consequential damages and attorneys' fees and other related costs and expenses. Contractor shall defend, at Contractor's own cost, expense and risk, with counsel of District's choosing, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against the District, its officials, officers, agents, employees and representatives. To the extent of its liability, Contractor shall pay and satisfy any judgment, award or decree that may be rendered against District, its officials, officers, employees, agents, employees and representatives, in any such suit, action or other legal proceeding. Contractor shall reimburse District, its officials, officers, agents, employees and representatives for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. The only limitations on this provision shall be those imposed by Civil Code Section 2782.

14.3. Patents, Royalties, And Indemnities

The Contractor shall hold and save the District and its officers, agents, and employees harmless from liability of any nature or kind, including cost and expense, for or on account of any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of this contract, including its use by the District, unless otherwise specifically stipulated in the contract documents.

15. TIME

15.1. Time For Completion

The Project shall be commenced after District issues a Notice to Proceed and shall be completed by Contractor in the time specified in the Special Conditions. All Contract Documents, including the Contract, the necessary original Certificates of Insurance, Endorsements of Insurance, Performance Bond, Payment Bond and all other documentation and certification required by the Contract must be received by District within ten (10) days of Contract execution. The District has stipulated in the Special Conditions the schedule for contract submittals. The District is under no obligation to consider early completion of the Project and the contract completion date shall not be amended by the District's acceptance of the Contractor's proposed earlier completion date. Furthermore, Contractor shall not, under any circumstances receive additional compensation from the District for indirect, general, administrative or other forms of overhead costs for the period between the time of earlier completion proposed by the Contractor and the official contract completion date. If the Work is not completed in accordance with the foregoing, it is understood that the District will suffer damage. It being impractical and infeasible to determine the amount of actual damage, it is agreed that Contractor shall pay to District as fixed and liquidated damages, and not as a penalty, the sum stipulated in the Special Conditions for each calendar day of delay until the Work is completed and accepted. Contractor and his surety shall be liable for the amount thereof. Any money due or to become due the Contractor may be retained to cover said

liquidated damages. Should such money not be sufficient to cover said liquidated damages, District shall have the right to recover the balance from the Contractor or his sureties, who will pay said balance forthwith.

15.2. Inclement Weather

Contractor shall abide by the District's determination of what constitutes inclement weather based upon the inspector or geotechnical engineer's recommendation. A bad weather day is a day when the weather causes unsafe work conditions or is unsuitable for work that should not be performed during inclement weather (e.g., exterior finishes, project inaccessible due to weather conditions). Time extensions shall only be granted when the work that is stopped during inclement weather is on the critical path of the Project schedule. The District's consideration of time extension requests will take into account situations when rain days exceed the normal frequency and amount based on the closest weather station data averaged over the past three years, for the period of this Contract and when Contractor can show such rain days impact the critical path. Contractor shall be expected to perform all work he can possibly complete during inclement weather (e.g., interior work).

15.3. Extension of Time

Contractor shall not be charged liquidated damages because of any delays in completion of the Work due to unforeseeable causes beyond the control and without the fault or negligence of Contractor including, but not restricted to: acts of God, or of public enemy, acts of Government, acts of District or anyone employed by it or acts of another Contractor in performance of a contract with District, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather or delays of subcontractors due to such causes. Contractor shall within ten (10) days of beginning of any such delay (unless District grants a further period of time prior to date of final settlement of the contract) notify District in writing of causes of delay. The District shall ascertain the facts and extent of delay and grant extension of time for completing the Work when, in its judgment, the findings of fact justify such an extension. The District's findings of fact shall be final and conclusive on all parties. In case of a continuing cause of delay, only one claim is necessary. Time extensions to the Project should be requested by the Contractor as they occur and without delay. Regardless of the time lines in the schedule submitted by Contractor, no delay claims shall be accepted by District unless the event or occurrence delays the completion of the Project beyond the contractual completion date.

15.4. Determining Damages for Delay

District's liability to Contractor for delays for which District is responsible shall be limited to an extension of time for delays unless such delays were unreasonable under the circumstances involved and were not within the contemplation of the parties when the contract was executed. Contractor agrees that the District's representative shall determine the actual costs to Contractor of any delay for which Contractor may claim damages from District. Such costs, if any, shall be directly related to the Project.

15.5. Removal or Relocation of Main or Trunkline Utility Facilities

The Contractor shall not be assessed for liquidated damages for delay in completion of the Project, when such delay was caused by the failure of the District of this Contract or the owner of the utility to provide for removal or relocation of the existing main or trunkline utility facilities; however, when the Contractor is aware that removal or relocation of an existing utility has not been provided for, Contractor shall promptly notify the awarding authority and the utility in writing, so that provision for such removal or relocation may be made to avoid and minimize any delay which might be caused by the failure to remove or relocate the main or trunkline utility facilities, or to provide for its removal or relocation. In accordance with section 4215 of the Government Code, if the Contractor while performing the Contract discovers any existing main or trunkline utility facilities not identified by the District in the Contract plans or specifications, he shall immediately notify the District and utility in writing. The public utility, where it is the owner, shall have the sole discretion to perform repairs or relocation work or permit the Contractor to do such repairs or relocation

work at a reasonable price. The Contractor shall be compensated for the costs of locating, repairing damage not due to the failure of the Contractor to exercise reasonable care, and removing or relocating such utility facilities not indicated in the plans and specifications with reasonable accuracy, and for equipment on the project necessarily idled during such work. Such compensation shall be in accordance with the extra work provisions set out at Article 40 hereof. Alternatively, the District may make changes in the alignment and grade of the Work to obviate the need to remove, relocate, or temporarily maintain the utility, or the District may make arrangements with the owner of the utility for such work to be done at no cost to the Contractor.

Nothing herein shall preclude the District from pursuing any appropriate remedy against the utility for delays which are the responsibility of the utility. Further, nothing herein shall be construed to relieve the utility from any obligation as required either by law or by contract to pay the cost of removal or relocation of existing utility facilities.

16. CHANGES TO THE WORK

16.1. Change Order Work

- 16.1.1** The District, without invalidating the Contract, may order changes in the Work consisting of additions, deletions or other revisions, the Contract amount and Contract time being adjusted accordingly. All such changes in the Work shall be authorized by Change Order, and shall be performed under the applicable conditions of the Contract Documents. A Change Order signed by the Contractor indicates the Contractor's agreement therewith, including any adjustment in the Contract amount or the Contract time, and the full and final settlement of all costs (direct, indirect and overhead) related to the Work authorized by the Change Order.
- 16.1.2** All claims for additional compensation to the Contractor shall be presented in writing before the expense is incurred and will be adjusted as provided herein. No work shall be allowed to lag pending such adjustment, but shall be promptly executed as directed, even if a dispute arises. No claim will be considered after the Work in question has been done unless a written contract change order has been issued or a timely written notice of claim has been made by Contractor. Contractor shall not be entitled to claim or bring suit for damages, whether for loss of profits or otherwise, on account of any decrease or omission of any item or portion of Work to be done. Whenever any change is made as provided for herein, such change shall be considered and treated as though originally included in the Contract, and shall be subject to all terms, conditions and provisions of the original Contract.
- 16.1.3. District Initiated Change.** The Contractor must submit a complete cost proposal, including any change in the Contract time, within SEVEN (7) days after receipt of a scope of a proposed change order, unless the District requests that proposals be submitted in less than SEVEN (7) days.
- 16.1.4. Contractor Initiated Change.** The Contractor must give written notice of a proposed change order required for compliance with the Contract Documents within SEVEN (7) days of discovery of the facts giving rise to the proposed change order.
- 16.1.5.** Whenever possible, any changes to the Contract amount shall be in a lump sum mutually agreed to by the Contractor and the District.
- 16.1.6.** Price quotations from the Contractor shall be accompanied by sufficiently detailed supporting documentation to permit verification by the District.
- 16.1.7.** If the Contractor fails to submit the cost proposal within the SEVEN (7) day period (or as requested), the

District has the right to order the Contractor in writing to commence the Work immediately on a force account basis.

- 16.1.8.** Estimates for lump sum quotations and accounting for cost-plus-percentage work shall be limited to direct expenditures necessitated specifically by the subject extra work, and shall be segregated as follows:

- 16.1.8.1** **Unit Cost.** If scope of work is included in Bid Matrix, said pricing shall be used.
- 16.1.8.2** **Labor.** The costs of labor will be the actual cost for published prevailing wages for each craft or type of worker at the time the extra work is done, plus employer payments of payroll taxes and insurance, health and welfare, pension, vacation, apprenticeship funds, and other direct costs resulting from Federal, State or local laws, as well as assessment or benefits required by lawful collective bargaining agreements. The use of a labor classification which would increase the extra work cost will not be permitted unless the Contractor establishes the necessity for such additional costs. Labor costs for equipment operators and helpers shall be reported only when such costs are not included in the invoice for equipment rental.
- 16.1.8.2.** **Materials.** The cost of materials reported shall be at invoice or the lowest current price at which such materials are locally available in the quantities involved, plus sales tax, freight and delivery. Materials cost shall be based upon supplier or manufacturer's invoice.
- 16.1.8.3.** **Tool and Equipment Use.** No payment will be made for the use of small tools, tools which have a replacement value of \$1,000 or less. Regardless of ownership, the rates to be used in determining equipment use costs shall not exceed listed rates prevailing locally at equipment rental agencies, or distributors, at the time the Work is performed.
- 16.1.8.4.** **Overhead, Profit and Other Charges.** The mark-up for overhead (including supervision) and profit on Work added to the Contract shall be according to the following:
- 16.1.8.4.1.** "Net Cost" is defined as consisting of costs of labor, materials and tools and equipment only excluding overhead and profit. The costs of applicable insurance and bond premium will be reimbursed to the Contractor and subcontractors at cost only, without mark-up.
- 16.1.8.4.2.** For Work performed by the Contractor's forces the added cost for overhead and profit shall not exceed fifteen (15%) percent of the Net Cost of the Work.
- 16.1.8.4.3.** For Work performed by a subcontractor, the added cost for overhead and profit shall not exceed fifteen (15%) percent of the Net Cost of the Work to which the Contractor may add five (5%) percent of the subcontractor's Net Cost.
- 16.1.8.4.4.** For Work performed by a sub-subcontractor the added cost for overhead and profit shall not exceed fifteen (15 %) percent of the Net Cost for Work to which the subcontractor and general contractor may each add an additional five (5 %) percent of the Net Cost of the lower tier subcontractor.
- 16.1.8.4.5.** No additional mark-up will be allowed for lower tier subcontractors, and in no case shall the added cost for overhead and profit payable by District exceed twenty-five (25%) percent of the Net Cost as defined herein.

- 16.1.9.** For added or deducted Work by subcontractors, the Contractor shall furnish to the District the subcontractor's signed detailed estimate of the cost of labor, material and equipment, including the subcontractor markup for overhead and profit. The same requirement shall apply to sub-subcontractors.
- 16.1.10.** For added or deducted work furnished by a vendor or supplier, the Contractor shall furnish to the District a detailed estimate or quotation of the cost to the Contractor, signed by such vendor or supplier.
- 16.1.11.** Any change in the Work involving both additions and deletions shall indicate a net total cost, including subcontracts and materials. Allowance for overhead and profit, as specified herein, shall be applied if the net total cost is an extra; overhead and profit allowances shall not be applied if the net total cost is a credit. The estimated cost of deductions shall be based on labor and material prices on the date the Contract was executed.
- 16.1.12.** If the District disagrees with the proposal submitted by Contractor, it will notify the Contractor and the District will provide its opinion of the appropriate price and/or time extension. If the Contractor agrees with the District, a change order will be issued by the District. If no agreement can be reached, the District shall have the right to issue a unilateral change order setting forth its determination of the reasonable additions or savings in costs and time attributable to the extra or deleted work. Such determination shall become final and binding if the Contractor fails to submit a claim in writing to the District within fifteen (15) days of the issuance of the unilateral change order, disputing the terms of the unilateral change order.
- 16.1.13.** No dispute, disagreement or failure of the parties to reach agreement on the terms of the change order shall relieve the Contractor from the obligation to proceed with performance of the Work, including extra work, promptly and expeditiously.
- 16.1.14.** Any alterations, extensions of time, extra work or any other changes may be made without securing consent of the Contractor's surety or sureties.

17. REQUEST FOR INFORMATION

- 17.1.** Any Request for Information ("RFI") shall reference all applicable Contract Document(s), including Specification section(s), detail(s), page number(s), drawing number(s), and sheet number(s), etc. Contractor shall make suggestions and interpretations of the issue raised by each RFI. An RFI cannot modify the Contract Price, Contract Time, or the Contract Documents.
- 17.2.** Prior to submitting the RFI, Contractor shall diligently review the Contract Documents for information responsive to the RFI, including information incorporated by reference. Contractor should not issue an RFI regarding information contained in or inferable from the Contract Documents, including information incorporated by reference. An RFI is invalid if the RFI response is contained in or inferable from the Contract Documents.
- 17.3.** Contractor shall be responsible for preparing and submitting each RFI so as to not cause delay to the progress of the Work nor to cause any impact to the Contractor's labor productivity.

18. PAYMENTS

18.1. Payments And Retention

18.1.1. Each month as soon as practicable after receipt of approved periodical estimate for partial payment, but in order to avoid the payment of interest, in any event within THIRTY (30) days of receipt of such periodical estimate, there shall be paid to Contractor a sum equal to ninety-five percent (95%) of the value of work performed up to the last day of the previous month, less the aggregate of previous payments. Upon receipt of a payment request, the District shall as soon as practicable determine whether the payment request is proper. If the request is determined not to be a proper payment request suitable for payment, it shall be returned to the Contractor as soon as practicable within SEVEN (7) days after receipt and shall be accompanied by a statement in writing as to the reasons why the payment request is not proper. Monthly payments shall be made only on the basis of monthly estimates which shall be prepared by Contractor on a form approved by the District and filed before the fifth (5th) day of the month during which payment is to be made. Work completed as estimated shall be an estimate only and no inaccuracy or error in said estimate shall operate to release Contractor or any bondsman from damages arising from such Work or from enforcing each and every provision of this Contract and District shall have the right subsequently to correct any error made in any estimate for payment. Contractor shall not be entitled to have any payment estimates processed or be entitled to have any payment made for Work performed so long as any lawful or proper direction given by the District concerning the Work, or any portion thereof, remains uncompleted with.

18.1.2 The first payment, for engineering services and DSA drawing preparation, shall be made at DSA approval.

18.1.3. The final payment of five percent (5%) of the value of work done under this Contract, if unencumbered, shall be made within SIXTY (60) days after the date of completion of the Work, provided however, that in the event of a dispute between the District and the Contractor, the District may withhold from the final payment an amount not to exceed one hundred and fifty percent (150%) of the disputed amount. Completion means any of the following as provided by Public Contract Code section 7107:

19.1.2.1 The occupation, beneficial use, and enjoyment of a work of improvement, excluding any operation only for testing, startup, or commissioning, by the public agency, or its agent, accompanied by cessation of labor on the work of improvement.

19.1.2.2. The acceptance by the public agency, or its agent, of the work of improvement. For purposes of this Contract, the acceptance by the District means acceptance made only by an action of the governing body of District in session. Acceptance by Contractor of said final payment shall constitute a waiver of all claims against District arising from this contract.

19.1.2.3. After the commencement of a work of improvement, a cessation of labor on the work of improvement for a continuous period of 100 days or more, due to factors beyond the control of the Contractor.

19.1.2.4. After the commencement of a work of improvement, a cessation of labor on the work of improvement for a continuous period of 30 days or more, if the public agency files for record a notice of cessation or a notice of completion.

18.1.4. This Contract is subject to the provisions of Public Contract Code section 7107.

- 18.1.5.** At any time after fifty percent (50%) of the work has been completed, if the District, by action of its governing body, finds that satisfactory progress is being made, District may make any of the remaining payments in full for actual work completed or may withhold any amount up to five percent (5%) thereof as District may find appropriate based on the Contractor's progress.
- 18.1.6.** Whenever any part of the Work is in a condition suitable for use, and the best interest of the District requires such use, the District may take possession of, connect to, open for public use, or use a part thereof. When so used, maintenance and repairs due to ordinary wear and tear or vandalism will be made at District's expense. The use by the District as contemplated in this section shall in no case be construed as constituting acceptance of the Work or any part thereof. Such use shall neither relieve the Contractor of any of his responsibilities under the Contract nor act as a waiver by the District of any of the conditions thereof. Contractor shall continue to maintain all insurance.

18.2. Payments Withheld

- 18.2.1.** In addition to amounts, which the District may retain under other provisions of the Contract Documents, the District may withhold payments due to Contractor as may be necessary to cover:
- 18.2.1.1.** Stop Payment Notice Claims.
 - 18.2.1.2.** Defective work not remedied.
 - 18.2.1.3.** Failure of Contractor to make proper payments to its subcontractors or suppliers.
 - 18.2.1.4.** Completion of the Contract if there exists a reasonable doubt that the Work can be completed for balance then unpaid.
 - 18.2.1.5.** Damage to another contractor or third party.
 - 18.2.1.6.** Amounts which may be due the District for claims against Contractor.
 - 18.2.1.7.** Failure to provide updates on the construction schedule.
 - 18.2.1.8.** Site clean-up.
 - 18.2.1.9.** Failure of the Contractor to comply with requirements of the Contract Documents.
 - 18.2.1.10.** Liquidated damages.
 - 18.2.1.11.** Legally permitted penalties.
- 18.2.2.** Upon completion of the Contract, the District will reduce the final Contract amount to reflect costs charged to the Contractor, back charges or payments withheld pursuant to the Contract Documents.
- 18.2.3.** District may apply such withheld amount or amounts to payment of such claims or obligations at its discretion. In so doing, District shall be deemed the agent of Contractor and any payment so made by District shall be considered as a payment made under the Contract by District to Contractor and District shall not be liable to Contractor for such payments made in good faith. Such payments may be made without prior judicial determination of claim or obligations. District will render Contractor a proper accounting of such funds disbursed on behalf of Contractor.

18.3. Payments By Contractor

Contractor shall pay:

- 18.3.1.** For all transportation and utility services, not later than the twentieth (20th) day of the calendar month following that in which such services are rendered;
- 18.3.2.** For all materials, tools, and other expendable equipment to the extent of ninety-five percent (95%) of cost thereof, not later than the twentieth (20th) day of the calendar month following that in which such materials, tools, and equipment are delivered at the site of the Project and balance of cost thereof not later than the thirtieth (30th) day following completion of that part of Work in or on which such materials, tools, and equipment are incorporated or used; and
- 18.3.3.** To each of his subcontractors, not later than the fifth (5th) day following each payment to Contractor, the respective amounts allowed Contractor on account of work performed by respective subcontractor to the extent of such subcontractor's interest therein. The Contractor shall, by appropriate agreement with each subcontractor, require each Subcontractor to make payments to sub-subcontractors in a similar manner.

19. COMPLETION OF WORK

19.1. Closeout Submittals

The Contractor shall be responsible for the timely delivery of the technical manuals, warranties and guarantees as required in the technical specifications. The final payment will not be made until the District representative has had an opportunity to review and accept the required documents.

19.2. Record ("As Built") Drawings

- 19.2.1.** DSA Approved Project Specific drawings shall be considered the "As Built" Drawings. Graphic quality must be equal to clean and clear original drawings; adequacy of the drawings shall be determined by the District's representative or the District. Contractor shall mark the set to show the actual installation where the installation varies from the Work as originally shown. Contractor shall mark whichever drawings are most capable of showing conditions fully and accurately where shop drawings are used, and shall record a cross-reference at the corresponding location on the Contract drawings. Contractor shall give particular attention to concealed elements that would be difficult to measure and record at a later date. Contractor shall use colors to distinguish variations in separate categories of the work if applicable.

20. NONCONFORMING WORK AND CORRECTION OF WORK

20.1. Deductions For Uncorrected Work

If District deems it inexpedient to correct work injured or not done in accordance with the Contract, an equitable deduction from the Contract Price shall be made therefore.

20.2. Correction Of Work Before Final Payment

- 20.2.1.** Contractor shall promptly remove from the premises all Work condemned by District as failing to conform to the Contract Documents, whether incorporated or not. Contractor shall promptly replace and re-execute

his own Work to comply with contract documents without additional expense to the District and shall bear the expense of making good all work of other contractors destroyed or damaged by such removal or replacement.

- 20.2.2** If Contractor does not remove such condemned Work within a reasonable time, fixed by written notice, District may remove it and may store the material at Contractor's expense. If Contractor does not pay expenses of such removal within ten (10) days' time thereafter, District may, upon ten (10) days' written notice, sell such materials at auction or at private sale and shall account for net proceeds thereof, after deducting all costs and expenses that should have been borne by Contractor.

21. TERMINATION AND SUSPENSION

21.1. District's Right To Terminate Contract

District may, without prejudice to any other right or remedy, serve written notice of intent to terminate upon Contractor and his surety stating its intention to terminate this Contract if the Contractor (i) refuses or fails to prosecute the Work or any separable part thereof with such diligence as will insure its completion within the time specified or any extension thereof, or (ii) fails to complete said Work within such time, or (iii) if the Contractor should file a bankruptcy petition, or (iv) if he should make a general assignment for the benefit of his creditors, or (v) if a receiver should be appointed on account of his insolvency, or (vi) if he should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to supply enough Properly skilled workers or proper materials to complete the Work in the time specified, or (vii) if he should fail to make prompt payment to subcontractors or for material or labor, or (viii) persistently disregard laws, ordinances or instructions of District, or (ix) otherwise substantially violate any provision of the Contract, or (x) if he or his subcontractors should violate any of the provisions of this Contract. The notice of intent to terminate shall state generally the reasons for such intention to terminate. Unless within FIVE (5) days after the service of such notice, such condition shall cease or such violation shall cease and satisfactory arrangements for the correction thereof be made, this Contract shall be deemed to have ceased and terminated. Upon the termination of the Contract as provided above, District shall immediately serve upon surety and the Contractor written notice of termination stating that the Contract has ceased and terminated. Surety shall have the right to investigate, take over and perform this Contract, provided, however, that if surety, within FIVE (5) days after service upon it of said notice of termination, does not give District written notice of its intention to take over and perform this Contract and does not commence performance thereof within SEVEN (7) days from the date of service upon it of such notice of termination, District may take over the work and prosecute same to completion by the Contract or by any other method it may deem advisable for the account and at the expense of Contractor. If Surety does not perform the Project Work itself, the surety shall consult with the District regarding its planned choice of a contractor or contractors to complete the Project, and upon request by District, surety shall provide the District with evidence of responsibility of surety's proposed contractor or contractors. District shall be entitled to reject surety's choice of contractor or contractors if District determines in its sole discretion that the contractor or contractors are non-responsible. If surety provides District written notice of its intention to take over and perform this Contract, within FOURTEEN (14) days of such written notice of intent to take over and perform, surety or its chosen contractor or contractors (if such contractor or contractors are approved by District) shall provide District a detailed Progress Schedule as specified in Section 10.1 above. Contractor and his surety shall be liable to District for any excess cost or other damages occasioned the District as a result of surety or surety's contractor or contractors' takeover and performance.

If the District takes over the Work as hereinabove provided, the District may, without liability for so doing, take possession of and utilize in completing the Work such materials, appliances, plant, and other property belonging to the Contractor as may be on the site of the Work and necessary therefore. If the unpaid balance of the Contract price exceeds the expense of finishing the Work, including compensation for additional managerial and administrative services, such excess shall be paid to Contractor. If such expense shall exceed such unpaid balance, Contractor shall pay

the difference to District. Expense incurred by District as herein provided, and damage incurred through Contractor's default, shall be certified by District.

The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to the District.

Notwithstanding the foregoing provisions, this Contract may not be terminated or modified where a trustee-in-bankruptcy has assumed the Contract pursuant to 11 U.S.C. section 365 (Federal Bankruptcy Act).

22. DISPUTES AND CLAIMS

22.1. Resolution Of Construction Claims of \$375,000 Or Less

- 22.1.1.** For public work claims of \$375,000 or less between Contractor and District, if District has not elected to resolve disputes by arbitration pursuant to article 7.1 (commencing with section 10240) of chapter 1 of part 2 of the Public Contract Code, the provisions of article 1.5 (commencing with section 20104) of chapter 1 of part 3 of the Public Contract Code apply ("Article 1.5").
- 22.1.2.** For purposes of Article 1.5, "public work" has the same meaning as in sections 3100 and 3106 of the Civil Code. "Claims" means a separate demand by Contractor for a time extension, or payment of money or damages for work done by or for Contractor, payment for which is not otherwise expressly provided in the Contract or to which Contractor would not otherwise be entitled, or a payment disputed by District.
- 22.1.3.** Each claim shall be submitted in writing before the date of final payment and shall include all necessary substantiating documentation. District shall respond in writing within FORTY-FIVE (45) days of receipt of the claim if the claim is less than \$50,000 ("\$50,000 claim") or within SIXTY (60) days of receipt of the claim, if the claim is over \$50,000 but less than or equal to \$375,000 ("\$50,000-\$375,000 claim"). In either case, District may request in writing within THIRTY (30) days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the District may have against the claimant. Any additional information shall be requested and provided upon mutual agreement of the District and the claimant. District's written response to the claim shall be submitted to claimant within FIFTEEN (15) days after receipt of the further documentation for \$50,000 claims or within thirty (30) days after receipt of the further documentation for \$50,000-\$375,000 claims or within a period of time no greater than that taken by the claimant in producing the additional information, whichever is greater.
- 22.1.4.** Within FIFTEEN (15) days of receipt of the District's response, if claimant disputes District's written response or within FIFTEEN (15) days of the District's failure to respond within the time prescribed, the claimant shall provide written notification to District demanding an informal conference to meet and confer ("conference") to be scheduled by the District within THIRTY (30) days. If the claim or any portion of the claim remains in dispute following the meet and confer ("meet and confer conference") to be scheduled by the District within 30 days, the claimant may file a claim as provided in Chapter 1 (commencing with section 900) and Chapter 2 (commencing with section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the period of time within which a claim must be filed is tolled from the time the claimant submits a written claim until the time the claim is denied, including time utilized as a result of the meet and confer process, including time utilized by the meet and confer process.
- 22.1.5.** If a civil action is filed to resolve claims, within SIXTY (60) days (but no earlier than THIRTY (30) days) following the filing or responsive pleadings, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide that both parties select a disinterested third person mediator within FIFTEEN (15) days, shall be commenced within THIRTY (30) days of the submittal and concluded within FIFTEEN (15) days from the commencement of the mediation unless time is extended upon a good cause

showing to the court or by stipulation of both parties. If the parties fail to select a mediator within the 15-day period, any party may petition the court to appoint the mediator.

- 22.1.6. If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to chapter 2.5 (commencing with section 1141.10) of title 3 of part 3 of the Code of Civil Procedure, notwithstanding section 1141.11 of that code. The Civil Discovery Act of 1986 (title 4 [commencing with section 2016.010] of part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration. The court may, upon request by any party, order any witness to participate in the mediation or arbitration process.
- 22.1.7. Notwithstanding any other provision of law, upon stipulation of the parties, arbitrators appointed for purposes of this article shall be experienced in construction law and, upon stipulation of the parties, mediators and arbitrators shall be paid necessary and reasonable hourly rates not to exceed their customary rate. Such fees and expenses shall be paid equally by the parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division. In no event shall these fees or expenses be paid by state or county funds. Any party who, after receiving an arbitration award requests a trial de novo but does not obtain a more favorable judgment, shall pay the attorney's fees of the other party arising out of the trial de novo in addition to payment of costs and fees required under chapter 2.5 (commencing with section 1141.10) of title 3 of part 3 of the Code of Civil Procedure. District shall not fail to pay any portion of a claim which is undisputed unless otherwise provided herein and shall pay interest at the legal rate commencing on the date the suit is filed in court on any arbitration award or judgment.
- 22.1.8. Any arbitration, mediation or other forms of alternate dispute resolution shall be handled within the boundaries of the District unless otherwise mutually agreed.

22.2. Resolution of Construction Claims in Excess Of \$375,000

- 22.2.1. If a dispute in excess of a total value of \$375,000, arises out of, or relates to this contract, or the breach thereof, and if said dispute cannot be settled through normal contract negotiations, the parties agree that as a condition precedent to the initiation of litigation, the dispute shall first be submitted to mediation pursuant to this Article 72. The mediation is voluntary, non-binding, and intended to provide an opportunity for the parties to evaluate each other's cases and arrive at a mutually agreeable resolution of the dispute. These provisions relating to voluntary mediation shall not be construed or interpreted as mandatory arbitration.
- 22.2.2. Either party may initiate mediation by notifying the other party or parties in writing. A Request for Mediation shall contain a brief statement of the nature of the dispute or claim, and the names, addresses, and phone numbers of all parties to the dispute or claim, and those, if any, who will represent them in the mediation.
- 22.2.3. The mediation process set forth in this section shall be administered by the American Arbitration Association (AAA) and governed by their rules in effect at the time of filing, or by any other neutral organization agreed to by the parties (hereinafter called "Administrator").
- 22.2.4. The costs for all mediation, including the administrative fees and mediator compensation, will be shared equally by all parties. Fees shall be jointly negotiated by all parties directly with the Administrator. The expenses of witnesses for any party shall be paid by the party producing such witnesses.
- 22.2.5. A single mediator, acceptable to all parties, shall be used to mediate the dispute. The mediator will be knowledgeable in construction matters and will be selected from lists furnished by the Administrator. The

initial mediation session shall commence within THIRTY (30) days of filing, unless otherwise agreed by the parties, or at the direction of the mediator.

- 22.2.6.** At least TEN (10) days before the first scheduled mediation session, each party shall provide the mediator a brief memorandum setting forth its position with regard to the issues that need to be resolved. At the discretion of the mediator, such memoranda may be mutually exchanged by the parties. At the first session, the parties will be expected to produce all information reasonably required for the mediator to understand the issue presented. The mediator may require each party to supplement such information.
- 22.2.7.** Mediation hearings will be conducted in an informal manner and discovery will not be allowed unless agreed to by all parties. All discussions, statements, or admissions will be confidential to the proceedings and will not be used for any other purpose as they relate to either party's legal position. There shall be no stenographic record of the mediation.
- 22.2.8.** Mediation sessions are private. The parties and their representatives may attend mediation sessions. Other persons may attend only with the permission of the parties and with the consent of the mediator. The parties may have an attorney present and shall advise the other parties no less than FIVE (5) working days before the mediation of their intent to have an attorney present, so that the other parties may also have their attorneys present.
- 22.2.9.** The mediator does not have authority to impose a settlement on the parties but will attempt to assist the parties in reaching a satisfactory resolution of their dispute. The mediator is authorized to conduct joint and separate meetings with the parties and to make oral and written recommendations for settlement. Whenever necessary, the mediator may also obtain expert advice concerning technical aspects of the dispute, provided the parties agree and assume the expenses of obtaining such advice. Arrangements for obtaining such advice shall be made by the mediator or the parties, as the mediator shall determine.
- 22.2.10.** The mediator is authorized to end the mediation whenever, in the mediator's judgment, further efforts at mediation would not contribute to a resolution of the dispute between the parties.
- 22.2.11.** Any resultant agreements from mediation shall be documented in writing, as agreed upon during the mediation, and may be used as the basis for a change order or other directive as appropriate. All mediation results and documentation shall be non-binding and inadmissible for any purpose in any legal proceedings, unless such admission is otherwise agreed in writing by all parties. Mediators shall not be subject to any subpoena or liability and their actions shall not be subject to discovery in subsequent proceedings.
- 22.2.12.** The Mediation shall be terminated by the execution of a Settlement Agreement by the parties; by a written declaration of the Mediator to the effect that further efforts at Mediation are no longer worthwhile; or by a written declaration of a party or parties to the effect that the Mediation proceedings are terminated.
- 22.1.13.** If mediation is unsuccessful in resolving the dispute, the parties thereafter may agree to submit the matter to the Administrator for binding arbitration. The parties agree that the matter shall be submitted to ONE (1) arbitrator, unless they agree to THREE (3) arbitrators in writing. The parties further agree that they will faithfully observe this agreement, and that the parties will abide by and perform any award rendered by the arbitrator(s), that a judgment of a court having competent jurisdiction may be entered upon the award, and that such judgment shall be enforceable as a final judgment to the fullest extent under the law. The parties agree to split evenly all arbitration and arbitrator(s) fees and expenses. The arbitration shall be subject to, and proceed in accordance with California Code of Civil Procedure, Section 1280 through 1294.2. If the parties do not agree to submit to binding arbitration, neither party is prevented from pursuing other legal remedies.

22.1.14. Any arbitration, mediation or other forms of alternate dispute resolution shall be handled within the boundaries of the District unless otherwise mutually agreed.

22.3. Governing Law And Venue

This Contract shall be governed in accordance with the laws of the State of California and venue shall be in the County in which District resides.

22.4. Notification of Third Party Claims

The District shall provide the Contractor with timely notification of the receipt by the District of any third party claim relating to this Contract, and the District may charge back to the Contractor the cost of any such notification.

23. LABOR, WAGES & HOUR, APPRENTICE AND RELATED PROVISIONS

23.1. Wage Rates, Payroll Records And Debarment

23.1.1 The Contractor is aware of the requirements of California Labor Code sections 1720 et seq. and 1770 et seq., as well as California Code of Regulations, Title 8, section 16000 et seq. ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. Since this Project involves an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and since the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. The Contractor shall obtain a copy of the prevailing rates of per diem wages at the commencement of this Agreement from the website of the Division of Labor Statistics and Research of the Department of Industrial Relations located at www.dir.ca.gov/dlsr/. In the alternative, the Contractor may view a copy of the prevailing rates of per diem wages at the District's Facilities Department. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to perform work on the Project available to interested parties upon request, and shall post copies at the Contractor's principal place of business and at the Project site. Contractor shall defend, indemnify and hold the District, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

23.1.2 The Contractor and each subcontractor shall forfeit as a penalty to the District not more than Two Hundred Dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the stipulated prevailing wage rate for any work done by him, or by any subcontract under him, in violation of the provisions of the California Labor Code. The difference between such stipulated prevailing wage rate and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the stipulated prevailing wage rate shall be paid to each worker by the Contractor.

23.1.3 As a further material part of this Contract, Contractor agrees to hold harmless and indemnify the District, its Board members, and its officers, employees and agents from any and all claims, liability, loss, costs, damages, expenses, fines and penalties, of whatever kind or nature, including all costs of defense and attorneys' fees, arising from any alleged failure of Contractor or its subcontractors to comply with the Prevailing Wage Laws of the State of California. If the District or any of the indemnified parties are named as a party in any dispute arising from the failure of Contractor or its subcontractors to pay prevailing wages, Contractor agrees that the District and the other indemnified parties may appoint their own independent counsel, and Contractor agrees to pay all attorneys' fees and defense costs of the District and the other

indemnified parties as billed, in addition to all other damages, fines, penalties and losses incurred by the District and the other indemnified parties as a result of the action.

23.1.4. Accurate payroll records shall be kept by the Contractor and each subcontractor, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the Work.

23.1.5. It shall be the responsibility of Contractor to comply with Labor Code section 1776 as it may be amended by the Legislature from time to time with respect to each payroll record. Labor Code section 1776 provides in relevant part,

23.1.5.1. Each contractor and subcontractor shall keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:

23.1.5.1.1 The information contained in the payroll record is true and correct.

23.1.5.1.2. The employer has complied with the requirements of Sections 1771, 1811, and 1815 for any work performed by his or her employees on the public works project.

23.1.5.2. The payroll records enumerated under subdivision (a) shall be certified and shall be available for inspection at all reasonable hours at the principal office of the contractor on the following basis:

23.1.5.2.1 A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or his or her authorized representative on request.

23.1.5.2.2 A certified copy of all payroll records enumerated in subdivision (a) shall be made available for inspection or furnished upon request to a representative of the body awarding the contract, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the Department of Industrial Relations.

23.1.5.2.3. A certified copy of all payroll records enumerated in subdivision (a) shall be made available upon request by the public for inspection or for copies thereof. However, a request by the public shall be made through either the body awarding the contract, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided pursuant to paragraph (2), the requesting party shall, prior to being provided the records, reimburse the costs of preparation by the contractor, subcontractors, and the entity through which the request was made. The public shall not be given access to the records at the principal office of the contractor.

23.1.5.3. The certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement or shall contain the same information as the forms provided by the division. The payroll records may consist of printouts of payroll data that are maintained as computer records, if the printouts contain the same information as the forms provided by

the division and the printouts are verified in the manner specified in (a) above.

- 23.1.5.4.** A contractor or subcontractor shall file a certified copy of the records enumerated in subdivision (a) with the entity that requested the records within 10 days after receipt of a written request.
- 23.1.5.5.** Except as provided in subdivision 23.1.5.6., any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by the awarding body, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement shall be marked or obliterated to prevent disclosure of an individual's name, address, and social security number. The name and address of the contractor awarded the contract or the subcontractor performing the contract shall not be marked or obliterated. Any copy of records made available for inspection by, or furnished to, a multiemployer Taft-Hartley trust fund (29 U.S.C. Sec. 186(c)(5)) that requests the records for the purposes of allocating contributions to participants shall be marked or obliterated only to prevent disclosure of an individual's full social security number, but shall provide the last four digits of the social security number. Any copy of records made available for inspection by, or furnished to, a joint labor-management committee established pursuant to the federal Labor Management Cooperation Act of 1978 (29 U.S.C. Sec. 175a) shall be marked or obliterated only to prevent disclosure of an individual's social security number.
- 23.1.5.6** (1) Notwithstanding any other provision of law, agencies that are included in the Joint Enforcement Strike Force on the Underground Economy established pursuant to Section 329 of the Unemployment Insurance Code and other law enforcement agencies investigating violations of law shall, upon request, be provided non-redacted copies of certified payroll records. Any copies of records or certified payroll made available for inspection and furnished upon request to the public by an agency included in the Joint Enforcement Strike Force on the Underground Economy or to a law enforcement agency investigating a violation of law shall be marked or redacted to prevent disclosure of an individual's name, address, and social security number. (2) An employer shall not be liable for damages in a civil action for any reasonable act or omission taken in good faith in compliance with this subdivision.
- 23.1.5.7.** The contractor shall inform the body awarding the contract of the location of the records enumerated under subdivision (a), including the street address, city and county, and shall, within five working days, provide a notice of a change of location and address.
- 23.1.5.8.** The contractor or subcontractor shall have 10 days in which to comply subsequent to receipt of a written notice requesting the records enumerated in subdivision (a). In the event that the contractor or subcontractor fails to comply within the 10-day period, he or she shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit One Hundred Dollars (\$100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due. A contractor is not subject to a penalty assessment pursuant to this section due to the failure of a subcontractor to comply with this section.
- 23.1.5.9.** The body awarding the contract shall cause to be inserted in the contract stipulations to effectuate this section.

23.2. Debarment

The Contractor, or any subcontractor working under the Contractor may not perform work on a public works project with a subcontractor who is ineligible to perform work on a public project pursuant to Section 1777.1 or Section 1777.7 of the California Labor Code. Any contract on a public works project entered into between the Contractor and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any public money for performing work as a subcontractor on a public works contract. Any public money that is paid, or may have been paid to a debarred subcontractor by the Contractor on the project shall be returned to the District. The Contractor shall be responsible for the payment of wages to workers of a debarred subcontractor who has been allowed to work on the project.

23.3. Apprentices

Contractor's attention is directed to the provisions of Sections 1777.5, 1777.6, and 1777.7 of the California Labor Code concerning employment of apprentices by the Contractor or any subcontractor under him. The Contractor shall be knowledgeable of and comply with all California Labor Code sections including 1727, 1773.5, 1775, 1777, 1777.5, 1810, 1813, 1860, including all amendments; each of these sections is incorporated by reference into this Contract. The responsibility for compliance with these provisions for all apprenticeable occupations rests with the Contractor. Knowing violations of Section 1777.5 will result in forfeiture not to exceed \$100 for each calendar day of non-compliance pursuant to Section 1777.7.

23.4. Hours of Work

- 23.4.1.** As provided in article 3 (commencing at section 1810), chapter 1, part 7, division 2 of the Labor Code, EIGHT (8) hours of labor shall constitute a legal day's work. The time of service of any worker employed at any time by the Contractor or by any subcontractor on any subcontract under this Contract upon the Work or upon any part of the Work contemplated by this Contract is limited and restricted to EIGHT (8) hours during any one calendar day and FORTY (40) hours during any one calendar week, except as hereinafter provided. Notwithstanding the provisions herein above set forth, work performed by employees of Contractor in excess of EIGHT (8) hours per day, and forty (40) hours during any one week, shall be permitted upon this public work upon compensation for all hours worked in excess of EIGHT (8) hours per day at not less than one and one-half times the basic rate of pay.
- 23.4.2.** The Contractor and every subcontractor shall keep an accurate record showing the name of and actual hours worked each calendar day and each calendar week by each worker employed by him in connection with the Work or any part of the Work contemplated by this Contract. The record shall be kept open at all reasonable hours to the inspection of the District and to the Division of Labor Law Enforcement, Department of Industrial Relations of the State of California.
- 23.4.3.** Any work necessary to be performed after regular working hours or on Sundays or other holidays shall be performed without additional expense to District. Refer to Special Conditions for information on specific time-of-day and weekend hour restrictions, which apply to this Contract. Should District request expedited schedule, Contractor and District will agree to Change Order prior to commencement of work.

23.5. Labor Compliance Monitoring And Enforcement

- 23.5.1.** Contractor/Subcontractor Registration. A Contractor or Subcontractor shall not engage in the performance of any contract for public work unless currently registered and qualified to perform public work pursuant to Labor Code section 1725.5, except under the limited circumstances set forth in Labor Code section 1771.1(a). This requirement shall apply to any contract for public works. The District may not enter into a contract for a public works project with an unregistered contractor.

- 23.5.2.** Compliance Monitoring and Enforcement. Pursuant to Labor Code section 1771.4, this Contract is subject to

compliance monitoring and enforcement by the Department of Industrial Relations. Each Contractor and Subcontractor performing work on the Project shall be required to comply with the provisions of the California Labor Code, beginning

with section 1720, and the regulations of the Department of Industrial Relations' Division of Labor Standards Enforcement (i.e., the Labor Commissioner), including, but not limited to, the standard provisions requiring payment of prevailing wages, maintenance and submission of certified payroll records, and the hiring of apprentices as appropriate.

Unless otherwise specified, the Contractor shall be required to post job site notices regarding the requirements of this paragraph, as prescribed by regulation. Contractor and each Subcontractor shall be required to furnish the records specified in Labor Code section 1776 directly to the Labor Commissioner at least monthly, or more frequently if specified in the Contract Documents, and in a format prescribed by the Labor Commissioner. This requirement shall apply to all projects, whether new or ongoing, on or after January 1, 2016.

- 23.5.3.** Contractor shall be required to post a notice at the Project site in accordance with Title 8 of the California Code of Regulations, Section 16451.

23.6. Labor/Employment Safety

The Contractor shall maintain emergency first aid treatment for his employees, which complies with the Federal Occupational Safety and Health Act of 1970 (29 USC, section 651 et seq.).

24. MISCELLANEOUS

24.1. Excise Taxes

If under federal excise tax law any transaction hereunder constitutes a sale on which a federal excise tax is imposed and the sale is exempt from such excise tax because it is a sale to a state or local government for its exclusive use, the District, upon request, will execute a certificate of exemption which will certify (1) that the District is a political subdivision of the state for the purposes of such exemption, and (2) that the sale is for the exclusive use of the District. No excise tax for such materials shall be included in any contract amount.

24.2. Assignment of Antitrust Actions

Pursuant to Public Contract Code Section 7103.5, in entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the Contractor or subcontractor offers and agrees to assign to the District all rights, title, and interest in and to all causes of action it may have under section 4 of the Clayton Act (15 USC, section 15) or under the Cartwright Act (chapter 2 (commencing with section 16700) of part 2 of division 7 of the Business and Professions Code), arising from the purchase of goods, services, or materials pursuant to this Contract or any subcontract. This assignment shall be made and become effective at the time the District tenders final payment to the Contractor, without further acknowledgment by the parties.

24.3. Provisions Required By Law Deemed Inserted

Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon application of either party, the Contract shall forthwith be physically amended to make such insertion or correction.

END OF DOCUMENT

DOCUMENT 00 71 00

SPECIAL CONDITIONS

1. General

These special Conditions supplement and modify the General Conditions for Construction Contracts, current modification, and include by reference the Further Conditions of Bid as listed on the Bid form. The work requires that the underground electrical and plumbing work be completed by the District prior to or after the arrival and installation of the modules by the Contractor and that the electrical and plumbing connections, foundation backfill and compaction and concrete walks, mow strips and curbs be completed by the District after installation of the modular building(s) by the modular building Contractor.

2. Commencement and Completion of Work

This project consists of two Phases. Phase I is the design of the project and Phase II the construction and installation.

Phase I shall consist of the time allocated for preparation of "Construction Drawings and Specifications" and any necessary corrections to those construction drawings and/or specifications and identified by the Owner/Architect or by DSA for those modular buildings to be produced, installed and completed under this Contract all as identified in the "Bid Form".

For those buildings identified by the model number, the time for preparation of the "Construction Drawings and Specifications" shall be agreed upon between the District and Contractor. For those buildings identified by the model number plus the "additive alternates", the time for preparation of the "Construction Drawings and Specifications" shall be agreed upon between the District and Contractor and so stipulated in the District Purchase Order or Notice to Proceed.

A. Any Department of State Architect Fees required for plan approval shall be the responsibility of the School District.

In the event that the Contractor requires more time to complete the work of Phase I than allocated, all additional time shall be a part of the Phase II work unless such additional time can be justified. Phase II work shall consist of the execution of the Contract and the actual construction, installation and completion of the modular building(s) all as indicated on the approved "Drawings and Specifications"

The Contractor's receipt of the work shall commence upon written notification from the District to proceed with Phase II, and the site specific stamped, approved plans and specifications by the Division of the State Architect and a job inspection card is issued.

Upon receipt of such notification, the Contractor shall have ninety (90) calendar days, or agreed upon schedule, to complete the Phase II work for a building identified by the model number and installed on wood foundations and one hundred eighty (180) calendar days or agreed upon schedule, for a building identified by the model number and installed on concrete foundations. Two-story projects shall be completed within 180 days unless otherwise agreed with the District. Multiple installations will require additional calendar days for completion. Additional time for completion shall be negotiated and agreed to and so stipulated in the District Purchase Order or Notice to Proceed.

It is the responsibility of the District to indicate in the District Purchase Order or Notice to Proceed for those projects identified as requiring additional time.

3. Mitigation Measures

Contractor shall comply will all applicable mitigation measures, if any, adopted by any public agency with respect to this Project pursuant to the California Environmental Quality Act. (Public Resources Code section 21000 et. seq.)

4. Fingerprinting

Contractor shall comply with the provisions of Education Code section 45125.2 regarding the submission of employee fingerprints to the California Department of Justice and the completion of criminal background investigations of its employees, its subcontractor(s), and its subcontractors' employees. Contractor shall not permit any employee to have any contact with District pupils until such time as Contractor has verified in writing to the governing board of the District, that such employee has not been convicted of a felony, as defined in Education Code section 45122.1. Contractor shall fully complete and perform all tasks required pursuant to the Criminal Background Investigation/ Fingerprinting Certification.

5. Liquidated Damages

The agreed liquidated damages provision is one hundred dollars and no/100 (\$100.00) per calendar day for each day the building(s) are delayed beyond the number of Phase II completion days specified in paragraph above, but in no case shall exceed 10% of the Contract price unless such delay(s) is caused by the sole negligence or willful misconduct by the Contractor.

6. Insurance Policy Limits.

The limits of insurance shall not be less than:

Commercial General Liability	Combined Single Limit	[\$1,000,000] per occurrence; [\$2,000,000] aggregate
	Product Liability and Completed Operations	[\$1,000,000] per occurrence; [\$2,000,000] aggregate
Automobile Liability – Any Auto	Combined Single Limit	[\$1,000,000] per occurrence; [\$2,000,000] aggregate
Workers Compensation		Statutory limits pursuant to State law
Employers' Liability		[\$2,000,000]

7. Permits, Certificates, Licenses, Fees, Approval

All permits will be paid for by the District.

8. Project Inspection

- 8.1. In addition to the requirements in the Contract Documents related to cooperation with and authority of the DSA Project Inspector(s) for the Project, Contractor acknowledges that the DSA inspection, approval and certification process for projects was revised in 2012-2013 and that Contractor must comply with the requirements of the most recent versions of DSA document PR 13-01. Below are provisions of this document from 2012-2013: PR 13-01 (Procedure: Construction Oversight Process) - Duties of Contractor related to the use of "Project Inspection Card" (Form DSA 152).
- 8.2. The Contractor shall carefully study the DSA approved documents and shall plan a schedule of operations well ahead of time.
- 8.3. If at any time it is discovered that work is being done which is not in accordance with the DSA approved construction documents, the Contractor shall correct the work immediately.
- 8.4. Verify that forms DSA 152 are issued for the project prior to the commencement of fabrication.
- 8.5. Meet with the design team, the Laboratory of Record and the Project Inspector to mutually communicate and understand the testing and inspection program and the methods of communication appropriate for the project.
- 8.6. Notify the Project Inspector, in writing, of the commencement of construction of each and every aspect of the work at least 48 hours in advance by submitting form DSA 156 (or other agreed upon written documents) to the Project Inspector.
- 8.7. Notify the Project Inspector of the completion of construction of each and every aspect of the work by submitting form DSA 156 (or other agreed upon written documents) to the Project Inspector.
- 8.8. Consider the relationship of the signed off blocks and sections of the form DSA 152 and the commencement of subsequent work. Any subsequent construction activities, that cover up the unapproved work, will be subject to a "Stop Work Order" from the DSA or the District and are subject to removal and remediation if found to be in non-compliance with the DSA approved construction documents.

9. Bidder Qualifications

- 9.1. Bidder must have a DSA Approved PC Design for Building A-HP.
- 9.2. Failure of to meet these Bidder Qualifications will deem Bidder non-responsive as cause for rejection of bid.

10. Piggyback Contracting

- 10.1. Pursuant to Public Contract Code Sections 20652 and 20118, personal property may be purchased under the same terms and conditions of this bid. Education Code Section 17070.15 defines "portable classrooms" to mean "a classroom building of one or more stories that is designed and constructed to be relocatable and transportable over public streets, and with respect to a single-story relocatable classroom, is designed and constructed for relocation without the separation of the roof or floor from the building". As such, slab on grade and/or panelized components with "modular components" are not allowed.

The District will retain the ability to remove and relocate buildings acquired in this contract, without significant damage to the buildings. Buildings defined in this bid shall utilize factory-built relocatable module sections whereby the floors, walls, and roof are integrally attached and are transportable over public streets; therefore, considered personal property.

11. Modular Building Specific Special Conditions

- 11.1.** District requires the purchase and the installation of classroom buildings to be installed at school sites within Santa Cruz City Schools. The District reserves the right to order any combination of items in the bid in any number as needed from the successful awarded bidder.
- 11.2.** All buildings shall be new modular buildings and must be of a construction that meets the requirements of the Division of the State Architect.
- 11.3.** The work under this Contract shall include all labor, material, equipment, appliances, supervision and transportation necessary to furnish, deliver and install the buildings. Special handling and permit fees will be paid for by the District.
- 11.4.** District shall be responsible for the preparation of the site(s). Each building area shall have a building pad area prepared to the following specifications:
 - 11.4.1.** Building pad(s) shall be constructed level. The maximum allowable slope of the pad shall be six (6) inches across the diagonal from front to rear. The slope across the front, side to side shall be level.
 - 11.4.2.** Building pad(s) shall be constructed to a point five (5) feet outside the building footprint in all directions.
 - 11.4.3.** The soil bearing value of the pad(s) shall be a minimum 1500 PSF.
 - 11.4.4.** The site area adjacent to the building(s) shall have proper drainage away from the building.
 - 11.4.5.** All vegetation shall be removed from the building pad area.
 - 11.4.6.** For concrete foundation unless otherwise noted, the District shall be responsible for the site demolition, import/export of soils, pad excavation, surveying, site improvements, backfilling, underground hazards, crawl space drainage, vent/access wells, rodent barriers, engineered fill, and building foundation flashing and removal of foundation spoils.
 - 11.4.7.** District shall provide survey of four (4) corners and finish floor elevation datum point at each building and maintain them as necessary.
 - 11.4.8.** Unobstructed all weather truck access, to the building pad, for delivery and placement of modulares 48 hours prior to delivery.
- 11.5.** Each building shall be provided with handicap ramp(s), where applicable, which shall be constructed in accordance with applicable code requirements and as indicated on the drawings. Ramps shall be constructed of steel tubing with a minimum 11 ga. steel-walking surface. All walking surfaces shall be a non-skid type surface. Handicap ramp(s) shall be constructed as follows

- 11.5.1.** Accessible ramp(s) as shown on the drawings shall have a minimum landing area of seven (7) feet wide (across door) and five (5) feet deep with handrail. The ramp shall be a minimum four (4) feet wide by twelve (12) feet long with twelve (12) inch handrail extension. The ramp(s) shall be installed by the Contractor and shall include required electrical groundings. The transition at the ramp end to a required landing shall be the responsibility of the District, transitions and landing included.
- 11.6.** All building utilities shall be stubbed out to the exterior surface (vertical) of the building unless otherwise coordinated with and directed by the District and/or Architect. The connection of all utilities, (gas, water, sewer and electrical) and fire alarm shall be by the District. All utilities and fire alarm shall be terminated as shown on the bid drawings. The fire alarm system shall consist of conduit only with a pull rope. All equipment, conductors, and controls shall be by the District.
- 11.7.** All PC based buildings shall be of clear span design. Unless prior approved custom design, no exposed interior columns shall be permitted and no intrusion at column locations shall be permitted beyond the surface of all exterior walls.
- 11.8.** All building overhangs shall include a smooth finished soffit when applicable. No exposed roof purlins or rafters will be allowed. The soffit finish shall be smooth with a maximum 1/8 inch butt joints at plywood finishes. All joints shall be properly caulked and finished. 20 gauge metal soffits are allowed.
- 11.9.** Panic hardware shall be provided at all exit doors in buildings with fifty (50) or more occupants.
- 11.10.** Building colors have not been determined at this time. Therefore, all bids shall include the painting of buildings from paint manufacturer's standard colors and shall include one body color and one accent color
- 11.11.** With each building(s) ordered, the Contractor shall supply to the District a letter certifying that the building(s) are asbestos free and were constructed with asbestos free materials. The letter shall contain the type and size of the buildings, date and place of manufacturing, serial number, location of site where it was installed, and the DSA application number.
- 11.12.** The live load and wind load for all modulares shall be as follows:
- 11.12.1.** Floor load standard: 50 lbs. per square foot; buildings with wall partitions: 65 lbs. per square foot; exit corridors, lobbies, ramps and landings: 100 lbs. per square foot; libraries and storage rooms: 150 lbs. per square foot for typical unless otherwise noted on the bid drawings.
- 11.12.2.** Roof live load: 20 lbs. per square foot.
- 11.12.3.** Wind load 110 MPH exposure "C".
- 11.13.** The Santa Cruz City Schools reserves the right to award the Contract to the lowest responsible bidder, whose bid, in the sole opinion of the District, best meets the bid specifications and requirements as outlined in the bid documents. The Owner reserves the right to waive any irregularity and reject any or all bids.
- 11.14.** The District shall pay all applicable sales tax.
- 11.15.** All DSA plan check fees and all DSA inspection fees will be paid by the District.
- 11.16.** Bid Submittals: The following shall be submitted as part of the bid:

- 11.16.1.** DSA Pre-Approved PC Design Drawings stamped by a California licensed Architect or Structural Engineer indicating the bidders of proposed design in compliance with the bid specifications for High Performance classroom with a stucco exterior and 1:12 pitch metal roof system, 5" concrete on metal deck floor system, and moment frame construction. No slab on grade system allowed.
- 11.17.** Special site conditions that may require special handling including but not limited to craning, fork lifting, rolling, traffic control fees, additional permits and pilot cars are not included in the bid pricing.
- 11.18.** Any trademarks, pending patents, patents, or design ideas, concepts are considered instruments of services and intellectual property of Contractor. In the event that bidder has proprietary designs, trademarks, or patents, a non-disclosure may be required to be signed by District and Architect.
- 11.19.** Concrete foundation to be based on approved foundation design per DSA Pre-Checked Design.
- 11.20.** District shall be responsible for the cost of traffic control, coordinated through the Contractor.
- 11.21.** District shall be responsible for the cost of security of staged modulares, coordinated through the Contractor.
- 11.22.** District shall be responsible for the cost of off-site staging, if insufficient staging is provided at the site, including permits and fees to transport to the site from the staging area, if applicable
- 11.23.** District shall provide a flow test report and underground site utilities plan, should fire sprinklers be required.
- 11.24.** District shall obtain all soils reports, if required.
- 11.25.** Bids submitted not in compliance with the above shall be considered non-responsive and the bid shall be rejected.

END OF DOCUMENT

DOCUMENT 01 23 00

ALTERNATES AND UNIT PRICING

1. ALTERNATES AND UNIT PRICES

1.1. Related Documents and Provisions

Contractor shall review all Contract Documents for applicable provisions related to the provisions in this document, including without limitation:

- 1.1.1. General Conditions;
- 1.1.2. Special Conditions;
- 1.1.3. Bid Form and Proposal; and
- 1.1.4. Instruction to Bidders.

2. ALTERNATES

There are no alternates for this contract.

3. UNIT PRICING

3.1. Description

An amount proposed by Contractor and stated in its Bid Form Matrix for certain work defined in the Instruction to Bidders and Bid Form that may be priced by unit.

3.2. Unit Prices

Furnish unit prices for each of the named items on a square foot, lineal foot, or per each basis, as requested and applicable. Unit prices shall include all labor, materials, services, profit, overhead, insurance, , taxes, and all other incidental costs of Contractor, subcontractors, and supplier(s).

END OF DOCUMENT

DOCUMENT 01 52 10

SITE STANDARDS

1. GENERAL

1.1. Related Documents and Provisions

Contractor shall review all Contract Documents for applicable provisions related to the provisions in this document, including without limitation:

- 1.1.1. General Conditions, including without limitation, Site Access, Conditions, and Regulations;
- 1.1.2. Special Conditions;
- 1.1.3. Drug-Free Workplace Certification;
- 1.1.4. Tobacco-Free Environment Certification;
- 1.1.5. Criminal Background Investigation/Fingerprinting Certification; and
- 1.1.6. Temporary Facilities and Controls.

1.2. Requirements of the District

1.2.1. Drug-Free Schools and Safety Requirements:

1.2.1.1. All school sites and other District Facilities have been declared "Drug-Free Zones." No drugs, alcohol, smoking or the use of tobacco products are allowed at any time in any buildings, Contractor-owned vehicles or vehicles owned by others while on District property. No students, staff, visitors, or contractors are to use drugs on these sites.

1.2.1.2. Contractor shall post: "Non-Smoking Area" in a highly visible location on Site. Contractor may designate a smoking area outside of District property within the public right-of-way, provided that this area remains quiet and unobtrusive to adjacent neighbors. This smoking area must be kept clean at all times.

1.2.1.3. Contractor shall ensure that no alcohol, firearms, weapons, or controlled substances enter or are used at the Site. Contractor shall immediately remove from the Site and terminate the employment of any employee(s) found in violation of this provision.

1.2.2. **Language:** Unacceptable and/or loud language will not be tolerated, "Cat calls" or other derogatory language toward students or public will not be allowed.

1.2.3. Disturbing the Peace (Noise and Lighting):

1.2.3.1. Contractor shall observe the noise ordinance of the Site at all times including, without limitation, all applicable local, city, and/or state laws, ordinances, and/or regulations regarding noise and allowable noise levels.

1.2.3.2. The use of radios, etc., shall be controlled to keep all sound at a level that cannot be heard beyond the immediate area of use. District reserves the right to prohibit the use of radios at the Site, except for handheld communication radios.

1.2.3.3. If portable lights are used after dark, the lights must be located so as not to direct light into neighboring properties.

1.2.4. Traffic:

1.2.4.1. Driving on the Premises shall be limited to periods when students and public are not present. If driving or deliveries must be made during the school hours, two (2) or more ground guides shall lead the vehicle across the area of travel. In no case shall driving take place across playgrounds or other pedestrian paths during recess, lunch, and/or class period changes. The speed limit on-the Premises shall be five (5) miles per hour (maximum) or less if conditions require.

1.2.4.2. All paths of travel for deliveries, including without limitation, material, equipment, and supply deliveries, shall be reviewed and approved by District in advance.

1.2.4.3. District shall designate a construction entry to the Site. District shall designate a staging area so as not to interfere with the normal functioning of school facilities.

1.2.4.4. Parking areas shall be reviewed and approved by District in advance.

1.2.4.5. All of the above shall be observed and complied with by the Contractor and all workers on the Site. Failure to follow these directives could result in individual(s) being suspended or removed from the work force at the discretion of the District. The same rules and regulations shall apply equally to delivery personnel, inspectors, consultants, and other visitors to the Site.

END OF DOCUMENT

MODULAR BUILDINGS SPECIFICATION

1. GENERAL

1.1. Related Documents and Provisions

Contractor shall review all Contract Documents for applicable provisions related to the provisions in this document, including without limitation:

- 1.1.1. General Conditions;
- 1.1.2. Special Conditions;

1.2. Summary

These specifications describe prefabricated, relocatable, clear span building of a classroom type consisting of integral floors, walls and roofs. The building unit(s) shall be erected on sites(s) complete and ready for use.

1.3. Provided by District – Not in Contract

- 1.3.1 The electrical service drop and connection and plumbing connection (s) to the building will be supplied by others.
- 1.3.2 The site will be turf-free, cleared and graded to within six (6") inches of level grade for each building.
- 1.3.3. Each site will have a minimum soil bearing capacity of 1,500 PSF with a moisture density ratio of 90% minimum.
- 1.3.4. The Contractor will be provided with unobstructed all weather delivery access to the location of each building. Among other things, unobstructed means that crane-lifting is not required to deliver or set the building(s).
- 1.3.5. The District shall be responsible for all rigging/crane costs and special handling associated with a foundation.
- 1.3.6. The District shall be responsible for and provide clear and unobstructed all weather access to the site and building pad for the installation of the building(s).
- 1.3.7. The District shall be responsible for and provide adequate staging area adjacent to building footprint. The District shall be responsible for the costs of off-site staging if needed.
- 1.3.8. Removal, trimming, and/or protection of trees, shrubs, fencing, sprinklers, playground equipment and/or other obstacles necessary for the installation of the building(s) shall be the responsibility of the District.
- 1.3.9. The District shall be responsible for the costs of the air balance and/or the commissioning of the HVAC system

1.4. Definitions

- 1.4.1. Architect** – Consulting Architect licensed by the State of California and retained by each School District.
- 1.4.2. Approval** – When the work approval appears, it shall indicate that the designated agency have reviewed the specified plans and/or materials and has certified compliance with these specifications.
- 1.4.3. Contractor** – The company responsible for performance of the terms of the Contract issued by a School District or public agency, shall be the same as the manufacturer.
- 1.4.4. District** – Santa Cruz City Schools District and/or any School District or public agency in the State of California. If any County Office of Education chooses to place an order for relocatable buildings, it too shall be considered a District.
- 1.4.5. Manufacturer** – The company who manufactures the modules shall be the same as the Contractor.
- 1.4.6. DSA** - Division of the State Architect, State of California.
- 1.4.7. Inspector** – A building inspector approved by DSA and employed by School District or public agency to insure that the plans and specifications of the Contract are adhered to.

1.5. Submittals

The following material shall be submitted as part of the bid:

- 1.5.1.** DSA Approved PC drawings for Building A-HP.
- 1.5.2.** BIDS SUBMITTED WITHOUT THE LISTED MATERIALS SHALL BE CONSIDERED NON-RESPONSIVE AND THE BID SHALL BE REJECTED.

1.6. Stockpiling

Should the vendor decide to stockpile buildings meeting these specifications for their own purposes, vendor shall be responsible for all DSA fees required to do such.

The District(s) must be notified that a stockpile unit will be provided. The District shall have the choice of ordering a non-stockpiled building. If the former is chosen, vendor shall fully comply with all aspects of this bid.

If a project calls for stockpile buildings as a result of schedule constraints in coordination with the District, the District is responsible for payment of DSA stockpile plan check fees.

1.7. Approval By the Division of the State Architect

The Contractor shall submit one (1) set of plans and specifications including structural, mechanical, electrical, and air conditions with calculations, to the District's Architect within twenty (20) business days after receipt of District's Award/Purchase Order or agreed upon schedule. All plans, specifications and calculations signed by an architect(s), structural engineer(s), electrical engineer(s) (if applicable) and mechanical engineer(s) (if applicable) shall be licensed by the State of California. Any notations or corrections required by the District Architect shall be incorporated into the plans and specifications, and they shall be returned to the District

Architect within ten (10) business days, or agreed upon schedule, electronically a complete set of plans and specifications, or as agreed upon with Architect.

After correction (if any) as noted by Architect has been made, the Architect, with the assistance of the Contractor, shall obtain approval from DSA. If the DSA requires changes in the plans or specifications, the Contractor shall accomplish the changes and resubmit the corrected documents to the District Architect within ten (10) business days or agreed upon schedule. The vendor shall have only one (1) opportunity to correct plans at the architect level at the DSA review level.

The only exception to the above is if during a back-check (review of corrected plans), additional deficiencies are discovered. If this happens, the turn-around time to correct and resubmit is again ten (10) business days, or as agreed upon with Architect. Re-submittals shall be delivered electronically, express mail or may be delivered in person.

The Contractor, after receiving State approval, shall make available electronically plans and specifications for each DSA approval number and for each site, to the District Architect for his distribution to owner, inspector, recorder, and others as necessary. District will make any payment required in obtaining DSA approvals.

1.8. Inspection

Inspection of prefabricated buildings is divided into TWO (2) separate functions: (1) In-plant inspection and (2) On-site inspection. Inspections and manufacturing can only begin after inspection cards are released in accordance with DSA processes.

Inspectors shall be retained by the District.

In-plant inspection and material testing shall be accomplished under the supervision of the District Architect. The Contractor shall notify the District Architect and the designated inspectors at least forty-eight (48) hours prior to commencing work. The manufacturer shall provide the inspector with full access to all plant operations involving work under this Contract and shall advise the inspector in advance of the time and place when operations that the inspector wants to observe take place. Before the building(s) are removed from the plant for delivery to the storage facility or from the storage facility to the site, the inspector and District Architect shall determine that they are acceptable and issue a written release, which shall be in the form of a Verified Report (Form SSS-6) A COPY OF THE INSPECTOR'S VERIFIED REPORT AND AGENCY ARCHITECTS PUNCH LIST SHALL ACCOMPANY EACH BUILDING TO STORAGE OR TO THE SITE(S).

On-site inspection shall be done by the site inspector. All work which the manufacturer or his subcontractors perform at the site shall be subject to the inspection of the site inspector. The manufacturer will furnish the site inspector with such information as may be necessary to keep him fully informed as to progress of work and dates when site work will occur. The Contractor shall notify the District at least forty-eight (48) hours prior to commencing on-site work.

1.9. Coordination of Work

All site conditions not under Contractor's direct control are to be the District's responsibility.

It shall be the Contractor's responsibility to make all necessary arrangements with the District's authorized representative for access to grounds and removal of equipment, if necessary. This contract shall be made at least forty-eight (48) hours prior to delivery of any module.

The Contractor shall verify that the District's site is ready to receive the building(s) prior to the delivery of any building(s) by visiting each site. In the event buildings are delivered to any site that is not in condition to receive buildings, the Contractor shall be responsible for all costs incurred, including but not limited to, inspector's time.

1.10. Guarantee/Warranty

Contractor hereby unconditionally guarantees that work will be done in accordance with requirements of Contract and per Section 2.0; and further guarantees the work of Contract to be and remain free of defects in workmanship and materials for a period of ONE (1) year from date of acceptance by the District, unless a longer guarantee period is specifically called for. Contractor hereby agrees to repair or replace any and all work, together with any other adjacent work which may have been damaged or displaced in so doing, that may prove to be not in accordance with requirements or Contract or that may be defective in its workmanship or material within guarantee period specified, without any expense whatsoever to the District, ordinary wear and tear and unusual abuse or neglect excepted. Contract bonds are in full force and effect during guarantee period.

Contractor further agrees, that within ten (10) business days after being notified in writing by the District of any work not in accordance with requirements of Contract or any defects in the work, he will commence and prosecute with due diligence all work necessary to fulfill terms of this guarantee, and to complete the work within a reasonable period of time.

In the event he fails to so comply, he does hereby authorize said District to proceed to have such work done at Contractor's expense; and he will pay cost thereof upon demand. The District shall be entitled to all costs, including reasonable attorney's fees, necessarily incurred upon Contractor's refusal to pay above costs.

1.11. Asbestos Certification

The successful bidder will be required to provide for each unit purchased under this bid, certification that the unit contains no asbestos-containing building material (ACBM).

The certification shall be in writing and shall be made by an architect or project engineer who is retained by the Contractor and is responsible for the construction of the relocatable buildings. The certification shall state that no ACBM was specified as a building material in any construction document for the unit and to the best of his or her knowledge, no ACBM was used as a building material in the unit. The certification may be made by an accredited asbestos inspector.

The certification shall conform to Paragraph 763.99 (7) of the Federal Register dated October 30, 1987, Part III Environmental Protection Agency, 40 CAR Part 7673, Asbestos-Containing Materials in Schools; Final Rule and Notice.

1.12. Certification of Compliance

The Contractor will provide to the District for each relocatable building delivered, a letter or certification that said building was built and installed in compliance with Section 2.0 as well as with all local codes, laws, and regulations applicable to relocatable buildings.

1.13. Applicable Documents

The following documents shall be the latest issue as adopted by the State of California at the time of the bid opening, and shall form a part of this specification to the extent they are applicable.

California Administrative Code (CAC)

Title 5 Education Code

Title 19 Public Safety

Title 20 Public Utilities

Title 21 Public Works

Title 24 Building Code

Title 25 Housing Community Development

2016 California Building Standards Administration (Part 1, Title 24 CCR)

2016 California Building Code, Volumes 1, 2 and 3 (Part 2, Title 24 CCR)

2016 California Electrical Code (Part 3, Title 24 CCR)

2016 California Mechanical Code (Part 4, Title 24 CCR)
2016 California Plumbing Code (Part 5, Title 24 CCR)
2016 California Energy Code Part 6, Title 24 CCR
2016 California Elevator Safety Construction Code (Part 7, Title 24 CCR)
2016 California Fire Code (part 9, Title 24 CCR)
2016 California Referenced Standards Code (Part 12, Title 24 CCR)
2013 California Green Code (CGC) Part 11, Title 24 CCR
NFPA 13, 2016 Edition, Installation of Automatic Sprinkler Systems, as amended
NFPA 14, 2013 Edition, Installation of Standpipe, Private Hydrant and Hose Systems
NFPA 24, 2016 Edition, Installation of Private Fire Service Mains and their Appurtenances
NFPA 72, 2016 Edition, National Fire Alarm Code, as amended
American Welding Society – Standard Qualifications Procedures
American Wood Preservation Association
National Fire Protection Association NFPA 90A
National Warm Air Heating and Air Condition Association
National Electrical Code
ASTM C635- Metal Suspension Systems for Acoustical Tile and Lay-in Panel Ceilings
State of California Specification 7220-XXX-01, Carpet
Interpretations of Regulation (IR) issued by the Division of the State Architect

2. PRODUCTS

2.1. Material and Workmanship

All workman shall be skilled and qualified for work which they perform. All materials used, unless otherwise specified, shall be new and of the type and grades specified. The Contractor shall, if requested, furnish evidence satisfactory to the Architect that such is the case.

Contractor's crew assigned to any work performed under this Contract shall include one competent and fully experienced person designated as the responsible person in charge. Such person must be identified by name to the District in advance of any work. Upon request, the Contractor shall promptly furnish to the District information relating to this employee's experience.

3. DESIGN CRITERIA & EXECUTION

3.1. General

Two (2) modules in the case of the classroom building (24x40) or three (3) modules in the case of the classroom building (30x32), (36x40) or four (4) modules in the case of the classroom building (48x40) or six (6) modules in the case of a (72x40), or two (2) modules in the case of the classroom building (28x36) designed so that two (2) or three (3) or four (4) or more modules may be joined together to form a complete building; maintain a positive alignment of floors, walls and roof, and to permit simple nondestructive detachment for future relocation.

Each module shall be permanently identified with a identification tag 3" x 1 ½" minimum size with the following information:

- A. Design wind load
- B. Design roof live load
- C. Climate Zone
- D. DSA Application Number
- E. Design Floor Load

This tag may be in addition to or combined with the identification tag required by the Division of the State Architect.

Each module shall be capable of resisting all vertical and lateral loads during transportation and relocation. When modules are assembled, joints shall be sealed with removable closing strips or other method to present a furnished appearance and be permanently waterproof.

Each module shall be sufficiently rigid to be jacked up at the front and back corners for relocation without significant damage or the module shall have lift lugs at the front and back located as required so that the module may be jacked up for relocation in one piece without significant damage. This requirement shall be met without additional supports of any type.

Evidence of excessive bowing during the installation of the modules which, in the opinion of the Architect, causes excessive working at any joint or compromises the structural integrity of the module shall be sufficient reason for rejection of the module.

Finish and base materials at each module, except roofing, floor covering and suspended ceiling, shall terminate at interior module joints in a manner to join flush and tight with the same material in adjacent module so that modules may be relocated with minimum cutting and patching.

The structural system of each module shall be either an independent moment-resistant steel frame or steel attachments as required to resist lateral loads in both directions for both single and two story buildings. Shear wall type construction may be employed on snow load buildings only – No Exceptions.

Any trademarks, pending patents, patents, or design ideas, concepts are considered instruments of services and intellectual property of Contractor.

3.2. Roof Overhang

All overhangs shall present a pleasing and finished appearance. Soffits (when applicable) shall be enclosed with no visible framing members. Soffit material, when applicable, shall be 3/8" minimum plywood of a material comparable to the siding. If grooved material is to be used, grooves shall match the grooves on the exterior siding. Plywood soffit material shall be applied with long direction running parallel to the length of the building. Soffit shall be neatly and closely fitted and trimmed to cover gaps. If an all metal roof is employed, the bottoms of the metal roof pans are acceptable in lieu of the enclosed soffit.

3.3. Dimensions

The classroom buildings shall occupy a minimum area of nine hundred sixty (960) square feet with a tolerance of plus or minus five (5) square feet. The classroom buildings shall be either 24'x40', 30'x32', 28'x36', 36'x40', or 48'x40', or as indicated on the bid form. All buildings shall meet the square footage requirement. Linear dimensions shall be vertical trim finish line to vertical trim finish line. Facia and required overhangs are not included in the calculation of the square footage the building occupies. The entrance wall shall have a 4' minimum roof overhang (classroom buildings only). A full length 26 gauge gutter and 24 gauge down spouts shall be furnished on the side of each overhang and each roof edge where drainage occurs. The interior height, floor to ceiling shall be a minimum of eight feet six inches plus/minus one inch (8'6" +/- 1") Ceiling height for restroom building shall be as per manufacturer's DSA pre-approved drawings. The module shall be clear span type except as provided for in paragraph 3.3.2. Structural members shall not extend more than one inch (1') below the ceiling line.

3.4. Load Criteria

Modules delivered to locations requiring roof live loads or wall wind loads greater than the minimums required by Title 24 CAC or design details specified herein shall meet the live load and wind load criteria required in the location in which the building is installed.

3.5. Foundations

- 3.5.1. Wood** – The building(s) shall be set on plywood or pressure-treated Douglas Fir plywood and/or pads and redwood or pressure-treated Douglas Fir blocks. Pressure-treated Douglas Fir pads, plywood, etc., DSA-IR Code Standard Section 25-12. Each piece of pressure-treated material shall be stamped with appropriate AWPA stamp.
- 3.5.2. Concrete** (Optional) – Concrete foundations may be requested by the District(s). The design of concrete foundations shall be prepared by the Contractor. The footing design shall provide for shims and blocks necessary to permit installation on sites not level but within the tolerance allowed in Section 1.3 and below. The Contractor shall be responsible for all rigging/crane costs in providing this foundation.
 - 3.5.2.1.** Crawlspace to be 18" clear minimum from top of stem wall to top of concrete slurry. Concrete slurry (If applicable) to be min 2" thick, and sloped to underfloor drainage (Drainage to comply with IR 16-1)
 - 3.5.2.2.** Top of stem wall cannot be more than 1/8" out of plane, plumb and level (horizontal, vertical and square, diagonal) over the overall length and width of the foundation footprint.
 - 3.5.2.3.** Sub-Contractor performing concrete foundation installation must meet the following qualifications:
 - 3.5.2.3.1.** A Minimum of 3 years continuous and current experience installing modular (Pit Set) foundations.
 - 3.5.2.3.2.** A Minimum of 3 years continuous and current experience with public works projects specific to the education sector.
 - 3.5.2.3.3.** A minimum of 3 years continuous and current experience working on Division of State Architect (D.S.A.) approved and inspected projects.
- 3.5.3.** The buildings shall be set on 3,000 PSF concrete pads, designed for minimum of 1,500 PSF load on the soil with a minimum 12-inch penetration into earth or concrete or AC paving and with top surface, a minimum of 6 inches (6") above grade.
- 3.5.4.** The foundation and the method of fastening the units shall be as previously approved by the DSA.
- 3.5.5.** Pads shall be neatly installed so as to be flush and not project beyond the outside face of the building.
- 3.5.6.** Installation shall be permitted on either soil, concrete, or AC paving, have suitable design-bearing capacity. The buildings shall be securely fastened to the foundations. The foundations and the method of fastening shall be subject to approval by the Architect and the DSA. Pads shall be designed for a minimum of 1,500 PSF load on the soil. Pads shall not be placed on turf.

3.6. Framing, Roof, Walls, and Floor

- 3.6.1.** The buildings shall be a moment-resisting rigid steel frame structure or steel attachments as required to resist lateral loads in both directions as approved by DSA. Steel frame building/wood frame construction shall meet the minimum design requirements of stud grade, spacing, etc. as per latest edition of C.B.C. listed below.
- 3.6.2.** All framing lumber shall be marked MC-15 or surfaced dry (S-Dry).
- 3.6.3.** Roof Framing

3.6.3.1. Joists – Light gauge Cee or Zee Steel Purlins, minimum spacing 24" o/c.

3.6.3.2. Blocking – Douglas Fir/Larch No.3 or better, or Hemlock Fir No. 3 or better.

3.6.3.3. Plywood or OSB Sheathing – APA- rating sheathing Exp. 1

3.6.4. In-Fill Wall Framing

3.6.4.1. Studs – Douglas Fir/Larch No. 2 or better, or Hem-Fir No.2 or better. Minimum 2"x4" at 16" O/C At plumbing Walls shall be as above except 2"x6" at 16" O/C.

3.6.4.2. Sill – (Sole Plate) – Pressure Treated Douglas Fir/Larch No. 2 or better, or Hem-Fir No. 2 or better

3.6.4.3. Top Plates – Douglas Fir/Larch No.2 or better, or Hem-Fir No. 2 or better.

3.6.4.4. Double Headers – Douglas Fir/Larch No. 2 or better. Minimum 2-2"x4: on edge with ½" APA-rated plywood, Exp. 1 filler.

3.6.4.5. Door & Window Openings – Double stud/cripples Douglas Fir/Larch No. 2 or better, or Hem-Fir No.2 or better.

3.6.4.6. Blocking – Douglas Fir/Larch No. 3 or better, or Hem-Fir No. 3 or better.

3.6.5. Floor Framing

3.6.5.1. Joists – Light gauge Cee or Zee steel Purlins, Minimum joist spacing shall be 48" o/c. Space at 24" o/c max. for "stiffened-floor" condition. No wood rim joist or floor joists allowed.

3.6.5.2. Blocking – Douglas Fir/Larch No.3 or better, or Hem Fir No. 3 or better, or light gauge steel member.

3.6.5.3. Plywood or OSB Sheathing/Subfloor – APA-rated STURDI Floor, 48" O/C., 1-1/8" thick, T & G, Exp.1.

3.6.5.4. Light Weight Concrete.

3.6.6. Modular Manufacturer shall employ steel construction as approved by DSA in lieu of wood. All structural member below the subfloor, i.e. girders, joists, headers, blocking, shall be steel.

3.7. Moisture Barrier

All weather—exposed surfaces shall have a weather-resistive barrier to protect the interior wall covering. Such barrier shall be equal to that provided for in CBC Standard No.17-1 for kraft waterproof building paper or CBC Standard No.32-1 for asphalt-saturated rag felt. Barrier shall be free from holes and breaks other than those created by fasteners and construction systems due to attaching of the building siding and shall be applied over studs or sheathing of all exterior walls. Such barrier shall be applied weather-board fashion, lapped not less than two inches (2") at horizontal joints and not less than six inches (6") at vertical joints.

3.8. Siding

All plywood siding shall be APA or comparable rated exterior type. Each panel shall be identified with the grade mark of the grading association and shall meet the requirements of Product Standards PS 1-83. Siding shall be 19/32" (minimum)thick with shi lap at long edges and of one (1) of the following styles: plan, V-grooved, grooved or reverse board and batten.

Siding shall be: Medium density overlay (MDO) APA 303-O/L Simpson "Guardian, Dura Temp, or equal.

Seal all panel edges and ends with a heavy coat of high grade exterior house primer or an aluminum primer formulated for wood before installation. All horizontal joints in siding and between skirting and siding must be flush and protected with a galvanized iron "Z" type flashing. All vertical ship lapped joints shall have 1/16" clearance between panels. A 3D or 4D galvanized finish nail may be used as a gauge between panels and left in place.

3.9. Trim

All windows, corners, and door openings shall receive trim of at least 1" x 4" size. The roof edge shall receive at least 2" x 6" size. The trim shall be metal. Trim shall be sealed at all edges with silicone or architectural grade caulking. Caulking shall be painted to match siding or trim color unless of the transparent type. At roof edge, embossed wafer board siding with MDO surface, 7/16" thick minimum may be used in lieu of 2" x 6".

3.10. Skirting

Contractor's bid shall reflect the maximum slope (6") provided by the District as noted under Section 1.3.

Skirting shall be the same thickness and type of plywood used for siding except that plain ungrooved material shall be used where the long direction of the sheet runs horizontal. If grooved plywood is used for skirting, the grooves shall match and line up with the grooves in the siding. All edges and the bottom of the skirting shall be supported and the entire space below the building shall be closed off. Maintain 1-½" minimum clearance from the bottom of plywood skirting to finish grade. Provide 18-gauge expanded galvanized metal fresh air vents or approved vandal resistant equal to comprise a minimum net area of 7.5 square feet or 1 square foot of venting per 150 square feet of building area.

Ramp & Landing Skirt

Ramp and landing (when used) shall be fully skirted with the same material used for building skirt. All edges of the plywood skirt shall be supported and protected from the weather. Foundation members shall be as for building foundation.

3.11. Roofing

3.11.1. BUILT-UP ROOF SYSTEMS ARE NOT INCLUDED IN BASE BUILDING LINE ITEM.

3.11.2. The roofing systems shall be fire retardant per UBC Standards. Test results or calculations showing the roofing systems will withstand the uplift of a 110 MPH wind shall be submitted with the plans and specifications.

3.11.2.1. Building manufacturer's standard pre-finished, interlocking roof panels, standing seam or ribbed type, 24-gauge minimum galvanized steel.

3.11.2.2. Pre-finished, un-penetrated interlocking roof panels mechanically crimped at top & ends to insure all water infiltration, standing seam or ribbed type, 30 gauge over 30 pound saturated felt underlayment (lapped 4" min, in direction of roof slope) and metal straps or ¾" plywood or OSB deck (CDX grade).

3.11.2.3. All closers and gutter shall be installed in such a way as to guarantee against potential water infiltration either by wind or gutter becoming filled to capacity.

3.11.2.4. All fasteners shall be chalked against weather using material impervious to deterioration under ultraviolet light.

3.12. Roofing, Snowloads

The roofing system shall be fire retardant per UBC Standards. Test results to support Class B rating and calculations or test results showing the roofing system will withstand the uplift of a 70 MPH wind shall be submitted with the plans and specifications. Built-Up roof systems are not acceptable.

Item 1 of 3.3.9 above with full-length silicone or equal sealant at each interlock.

Pre-finished, unpenetrated interlocking roof panels, standing seam or ribbed type, 24 gauge over 30 pound saturated felt metal straps or ¾" plywood, OSB deck (CDX Grade) or equal. Each lap shall have full-length silicone or equal sealant applied.

Design and installation of the deck and/or roof substrate shall result in the roof draining freely. Areas where water ponds for more than 24 hours are unacceptable and shall be corrected by the manufacturer.

3.12. Metal Exterior Doors

Construct per CS242 as minimum requirement: Flush doors, 1 ¾" thick, with 18-gauge steel face sheets and sound-deadening material on interior to effectively reduce metallic ring. Factory prepare and reinforce for indicated finish hardware, including reinforcement on both faces for closers. Doors shall be capable of swinging either direction as required by specific site conditions and project requirements, chemically treated doors for paint adhesion and apply one (1) complete shop coat of metal primer.

3.13. Pressed Metal Frames

Knock down or welded type per CS242 as minimum requirement: manufacturer's standard 16-gauge steel, depth to suit wall thickness. Provide three (3) anchors minimum per jamb and adjustable floor anchor at bottom of each jamb. Prepare and reinforce for required hardware, including strike box and reinforcement for closers on all frames. Sound deaden concealed faces with 1/8" thick undercoating, chemically treat frames for paint adhesion, and apply one (1) complete shop coat of metal primer.

3.14. Hardware

3.14.1. Exterior Doors

- 3.14.1.1. Butts:** Size and number as recommended by door manufacturer. Use steel butts for exterior doors, with set screw in barrel and ball bearing design.
- 3.14.1.2. Lockset:** Classroom lever handle lockset, cylindrical type, Schlage ND95PD or equivalent supplied with, US26D finish.
- 3.14.1.3.** If more than 1 unit is purchased, the District shall be provided each classroom with two (2) keys which shall be keyed to fit all locksets per classroom.
- 3.14.1.4. Threshold:** Threshold shall be PEMKO 271 A 5"aluminum with PEMKO 216 AV door bottom or equal.
- 3.14.1.5. Weather-stripping:** All exterior doors shall be weather-stripped with PEMKO 303DV at door jambs and head or equal.

3.15. Entry Stoop and Ramp

Each module shall have a stoop(s) and ramp(s) to conform to Title 24 CAC Section 2-3307. The stoop(s) structure including handrail and wheel guides are to be prefabricated metal in sections that are demountable

for moving and reinstallation at a new site. There shall be sufficient cross bracing under the ramp surface to prevent bounce or oil canning of the ramp surface. Design shall be such that height adjustment can be made at the installation site by the building Contractor to accommodate final grade conditions across the building frontage. Stairs, ramps and handrail extensions necessary to meet ADA requirements shall be verified in the field by the building Contractor after setting of building and prior to fabrication and installation of these components.

The ramp(s) and landing surface shall be a minimum 11-gauge steel deck with non-skid finish applied. All ramp(s) surfaces shall be painted as indicated in Section 3.22. Ramp(s) shall have handrails on both sides and shall extend beyond the toe of the ramp(s) as required by DSA. Wall mounted handrails shall be of similar construction to the integral ramp(s) handrail.

Ramp(s) and landing shall be fully skirted with the same material used for building skirt. All edges of the plywood skirt shall be supported and protected from weather. Foundation members shall be as for building foundation. Only the foundation pad resting on grade may extend beyond the outside face of the skirt 1" maximum. The base bid ramp shall be based on a length of 12 feet with a 5'x7' landing. All transitions at the toe of the ramp shall be provided by others.

3.16. Interior Walls

At Classroom: All interior walls shall be vinyl-covered tackboard applied in one continuous length from floor to ceiling. Tackboard backing shall be applied over ½" sheetrock, 3/8" plywood, OSB (CDX grade) or equal. The vinyl coating shall weigh a minimum of 8 ounces per square yard. The vinyl wall-covered panel shall have a Class III flame spread rating. The panel shall be approved for use by the Office of the California State Fire Marshal. Reference Brand: Vinyl covered Tackboard as manufactured by Koroseal or Chatfield Clarke. Care shall be taken in mounting the tackboard so that the texture of all panels will have the same orientation and color match.

At Restroom Building; All interior walls shall be finished with Fiberglass Reinforced Panel (FRP).

3.17. Suspended Acoustical Ceiling and Acoustical Panels

Ceiling that support light fixtures or grills shall have a minimum classification of Heavy Duty per ASTM C635. Grid shall be direct hung in strict accordance with Title 21 CAC and Title 24 CAC and IR No. 47-4 issued by DSA.

Acoustical panels shall be 5/8" minimum thick, mineral fiberboard or vinyl-faced fiberglass lay-in panels, square edge, ASTM flame spread index Class I (0-25), 24" x 48" modular size, light reflection 75% minimum, noise reduction coefficient of 0.65 minimum.

Inspect after installation and replace exposed members showing dents or defects.

3.18. Lighting

3.18.1. The Contractor shall furnish a LED lighting system that complies with the following:

3.18.1.1. Shall incorporate energy efficiency.

3.18.1.2. Overall illumination at desk level (30" above the floor) of an average 50-foot candles.

3.18.1.3. The maximum brightness of lighting sources at time of installation shall not exceed 50-foot lamberts.

3.18.1.4. Night lighting shall be provided at exit(s) as manufactured by Enertron or equal. (As applicable)

3.19. Electrical

- 3.19.1.** Provide panel schedule with electrical load calculations on drawings. Eight (8) duplex convenience outlets, grounding type, commercial grade, shall be provided in each classroom and storage building. Four outlets maximum per circuit shall be allowed. They shall be located as evenly spaced as practical with two (2) per wall around the room, 12" to 18" above the floor.
- 3.19.2.** A 12" diameter electric wall clock may be installed in the classroom building near the center of the rear wall approximately seven (7) feet above the floor, as requested.
- 3.19.3.** All electrical wiring 110V and greater shall be in conduit systems and shall meet or exceed the requirements of NEC minimum size conduit ½".
- 3.19.4.** Acceptable Conduit:
 - 3.19.4.1.** Electrical metallic tubing (EMT); galvanized thin wall.
 - 3.19.4.2.** Flex (Interior); galvanized steel.
 - 3.19.4.3.** Flex (Exterior); galvanized steel with factory-applied PVC jacket.
- 3.19.5.** All conduits shall be continuous from outlet to outlet and shall be secured in conformance with T- 24, Part 3. Field bends shall be avoided wherever possible. Where bends must be made, use an appropriate "Hickey" or bending machine. Ream and debur all conduit prior to installation and terminate in appropriate bushing or conductors.
- 3.19.6.** Wiring shall be No.14 minimum copper type TW, THW, THHN, or THWN, as applicable. Conduit fill shall not exceed requirements of T-24, Part 3. A separate grounding conductor shall be pulled throughout the entire system. Take care to avoid damage to wire or insulation during pull-in. Use powdered soapstone or a pulling compound such as "Yellow 77" lubricant, if necessary.
- 3.19.7.** Load monitoring, program bell, clock system, public address system, intercom system, T.V. system, projectors, data system, security system, cameras, electronic card reader systems or boxes except as noted on drawings are by others.

3.20. Windows

Provide 8'x4" anodized non-operable aluminum frame with nail-on flange dual glazed 3/16" gray tempered over 1/8" clear tempered window units in opposite walls. One window shall be installed in the same wall and a minimum of two (2) feet from the door. The restroom building shall have windows as per Contractor's pre-approved DSA plans. Window frame shall be fixed. Glazing material shall be tempered glass of solar gray, glare-reduced type. Header height shall be the same as the door. Windows shall not be mounted to the exterior plywood surface. All windows shall meet the AAMA GS101-88 Voluntary Specifications for aluminum prime windows and glass (ANSI), commercial grade.

3.21. Painting

- 3.21.1.** All exposed surfaces shall be painted except non-operable aluminum window frames and thresholds. Material shall be of the grade specified or equal.
- 3.21.2.** Exterior- Wood siding, trim and skirting - Flat latex; Apply one coat of primer and at least one finish coat. Prime coat shall be brushed on or sprayed and back brushed into all grooves in the siding. If necessary, in the opinion of the inspector, an extra coat shall be applied to all grooves

so that the finish coat will have a uniform appearance. Spray coating only of prime coat is not acceptable. Allow prime coat to dry according to manufacturer's recommendation. Prime and finish coats shall be compatible and manufactured by the same company. Color will be selected by the District after Award of the Bid.

Reference	Dunn	
<u>Brands</u>	<u>Edwards</u>	<u>Kelly Moore</u>
Exterior	SSHV-10	1240-XXX

- 3.21.3. Interior Trim** - All trim not pre-coated shall be painted with two (2) coats of semi-gloss latex over primer.

Reference	Dunn	
<u>Brands</u>	<u>Edwards</u>	<u>Kelly Moore</u>
Finish	SSHL-40	1650-XXX

- 3.21.4. Metal** – All metal non-galvanized surfaces shall be primed with rust inhibitive primer.

3.22. Floor Covering and Base

- 3.22.1. Carpeting**. All classroom and storage buildings shall be carpeted with direct glue-down type per State of California Specification 7220-XXX-01, Group I, Type A, Class 24. Color will be selected by the District after Award of the Bid.
- 3.22.2.** The carpet density shall be 4600 minimum. Pile yarn shall be a braided nylon. Suitable metal molding strips shall be installed according to the manufacturer's written instructions to protect the carpet edge at all interfaces with other flooring. No cross seams will be allowed.
- 3.22.3. Resilient Sheet Vinyl**. All restroom buildings shall have Armstrong Connection Corlon, or approved equal. Install per manufacturer's instructions. Noted sheet vinyl is the minimum standard of quality acceptable and, if used, shall be provided with integral 6' min. cove base.
- 3.22.4. Resilient Topset Cove Base @ Classrooms**. Best quality, molded rubber, 1/8" thick, 4" high, molded top-set cove. Provide preformed base for square external corners and preformed end stops where base does not abut. Provide solid color as manufactured by Roppe or equal. Apply seamless cove throughout complete perimeter of buildings.
- 3.22.5. Adhesives**. As recommended by floor covering and base manufacturer. Furnish and apply per manufacturer's written instructions. Shall be nontoxic and water based.

3.23. Insulation

Wall and floor insulation shall have a rating of R-13. Ceiling insulation shall have a rating of R-19. Floor insulation shall be secured in a manner approved by the District Architect.

The insulation support material shall prevent movement of the insulation during transportation. The insulation and support material shall be intact upon delivery to the site and shall completely cover the floor cavity.

3.24. Heating, Ventilation and Air Conditioning

3.24.1. At the classroom building, the Contractor shall provide power ventilation.

3.24.2. The HVAC units will be single package wall mounted air to air electric heat pump with R-410 coolant. Unit shall be rated in accordance with ARI Standard 240-77.

3.24.3. Performance

3.24.3.1. Efficiency shall be 11 EER (Energy Efficient Ratio) certified by the manufacturer and verified by, ARI Standard 210 / 240 - 94. The HVAC system shall have a minimum 3 supply diffusers, and a direct wall return.

3.24.3.1.1. Combo unit (s) shall be factory assembled, piped, wired, tested and provided with operating refrigerant charge. Unit shall be U.L. and C.E.C. listed.

3.24.3.1.2. Filters shall be as hereinafter specified.

3.24.3.1.3. HVAC unit shall be suitable for outdoor installation.

3.24.3.1.4. Filter shall be U.L. listed class 2 throw away type (SFM listing 3175-140:006) and shall have 25% efficiency based on ASHRAE Test Standard 52-76. (Standard of quality shall be Farr 30/30 or approved equal.)

3.24.3.1.5. Reference Brands: Bard S43H series or equivalent.

3.24.3.1.6. All units shall be electric heat pump(s), one (1) phase system, UL approved or comparable and meet current energy standards.

3.24.4. At elevations where the HVAC heat pump noted above is not adequate to meet the listed criteria, the Contractor shall provide a HVAC heat pump that will meet the geographic requirements.

3.24.4.1. The system shall maintain an automatically controlled indoor classroom temperature of 78 degrees F in summer and 68 degrees F in winter with a 45 percent relative humidity when the outdoor dry bulb temperature varies between 100 degrees F in summer and 10 degrees F in winter and a wet bulb temperature of 72 degrees F (average).

3.24.4.2. The system must maintain the above temperatures when the damper is adjusted to use approximately one-third (1/3) fresh air.

3.24.5. Ductwork

3.24.5.1. Construct all ductwork of galvanized sheet metal in accordance with UMC, ASHRAE Guide Equipment Volume and SMACNA Low-Velocity Duct Construction Manual, latest editions. All ductwork shall be insulated with 1" thick fiberglass duct wrap with vapor barrier. Provide 1" duct attenuation at all ductwork within 2'0" of HVAC unit.

3.24.5.2. Nonmetallic Ductwork option: In accessible concealed portions of duct system rigid 1" fiberglass or insulated "Flexduct: with vapor barrier may be substituted for sheet metal ductwork. All ductwork within 2' of the HVAC unit and all interface connections shall be metal. Duct work and reinforcement shall be designed for 2" static pressure. Reference Brands: "Owens-Corning Fiberglass: Duct Board, 1" thick, and "Manville" Micro-Aire, Type 475. Nonmetallic ductwork shall conform to NFPA 90-A and 90-B and SMACNA Class 1 rating.

3.24.6. Registers and Diffusers: Provide three (3) minimum four-way throw air diffusers as manufactured by Nailor commercial-grade grilles and registers or equivalent.

3.24.7. Thermostat

3.24.7.1. Provide electronic programmable thermostat. Thermostat shall have the following functions:

3.24.7.1.1. Five (5) and two (2) weekday/weekend programming with four (4) separate time/temperature settings per 24-hour period.

3.24.7.1.2. Programmable display.

3.24.7.1.3. Two-hour override minimum.

3.24.7.1.4. Status-indicated LEDs.

3.24.7.1.5. Battery back-up.

3.24.7.2. Provide locking clear thermostat cover with access hole for program override.

3.24.7.3. White Rodgers 1F85 or equal is required.

3.24.8. Notes

3.24.8.1. Calculations shall be based on an occupancy for 24'x40' building of thirty (30) pupils and an interior space of approximately 9,000 cubic feet. Calcs shall be modified accordingly with increase in size of building (30'x32', 36'x40', 48'x40'). The mechanical ventilation system shall provide approximately 15 cubic feet of air per minute per pupil.

3.24.8.2. This size building is exempt from the requirements pertaining to HVAC equipment contained in the citation, Paragraph 3.28.

3.24.8.3. Manufacturer's literature, operating instructions and guarantee shall be delivered to the school office at the time the building is complete/ready for occupancy.

3.24.8.4. The unit shall be installed in strict accordance with manufacturer's instructions with particular attention to required flashing. The District shall be responsible for the cost of the air balance and/or commissioning report if specified.

3.24.8.5. Energy Management Systems design and installation is by others. Contractor to provide conduit pathway where required.

3.25. Plumbing Fixtures and Trim – Restroom Building

3.25.1. Compression Fittings. No. 3150LK. Exposed stops and supplies shall be ½" Speedway No. SR3712A, lock shield, loose key, or equal.

3.25.2. Accessible Water Closet: Kohler, 17" high, wall-mounted, Zurn flush valve, Bemis white open-front seat, or equal.

3.25.3. Non-Accessible Water Closet: Kohler, Zurn flush valve, Bemis white open-front seat, or equal.

3.25.3.1. As a minimum (Multi-occupancy) provide: Boys - 1 regular & 1 accessible: Girls - 3 regular & 1 accessible.

3.25.4. Lavatory: Kohler, or equal. With Zurn metered faucet, or equal.

3.25.4.1. As a minimum provide: 2 each in Boys & Girls @ 12'x40' unit).

3.25.5. Urinal (12'x40' unit only): Kohler, or equal. with Zurn flush valve, concealed hanger, or equal.

3.25.5.1. As a minimum (Multi-occupancy) provide: Boys - 3 each @ 12'x40" unit.

3.25.6. Toilet partitions and Urinal Screen: Floor mounted, overhead braced, solid plastic type (by Accurate) or approved equal.

3.25.7. Stainless Steel Handicapped Compliance Grab Bars: two per each enclosure.

3.25.8. Mirror: Stainless steel framed mirror Bobrick B165 or equal, one (1) for each lavatory.

3.26.Plumbing – Classroom Building

Provide rough-in plumbing with access panel for potential sink in all classroom buildings having a floor area over 960 sq. Ft. (36'x'40', 48'x40'). Location shall be determined by District prior to fabrication.

3.27.Fire Alarm

Contractor shall install exterior-accessed & recessed junction box near the electric distribution panel with ½" conduit stubbed up wall to above the ceiling for future connection by others. Contractor shall also install ½" conduit from fire alarm pull station junction box mounted near the front exit door, up to (1) interior horn, (1) exterior horn & (1) interior strobe boxes accordingly, and then stubbed up above ceiling, also for future connection by others. All exterior boxes will be covered by a weather proof metal plate. Horns/strobe shall be mounted near the doorway area at 80" above finished floor/grade. The system shall have a dedicated electrical circuit.

3.28.Fire Extinguisher

Each portable classroom shall be equipped with a pressure-type fire extinguisher with 2A10BC UL rating, to be mounted on the interior wall of the building near the doorway at a height of four (4') feet. Fire extinguishers shall be totally charged and have dial indicating the state of charge.

3.29.Whiteboard

Whiteboards shall be 28 gauge porcelain enamel steel white facing sheet suitable to accept dry erase felt markers. The facing sheet shall be laminated, using a hot melt adhesive, to a medium density particle board substrate with a minimum density of 45#/c. ft. The panel shall have a foil backing. The panels shall have extruded aluminum molding and chalk rail with a minimum of two (2) 15/16" projection from the face of the panel. A full-length map rail shall be provided with cork inset and end stops. The map rail and chalk rail are to incorporate a channel to wrap around the panel. Three (3) map hooks with clips per panel shall be provided. One (1) flag holder, ½" size, shall be provided for each classroom. Each classroom shall have two (2) each 4 x 8 panels installed side by side to make a 4 x 16 panel, centered on one (1) of the long walls. Reference Brands: Chatfield Clarke Company LCS Type, or equal.

3.30.Energy Conservation

The bidder's attention is directed to Title 24 CAC, Building Standards, Part 6, Division T20, Chapter 2, Subchapter 4 Article 2, on energy conservation regulations and required certification.

3.31. Interior Wood Doors

Solid core flush veneered wood doors shall be WI custom grade, Type A or B construction. Face veneers shall be clear birch species for transparent finish.

3.32. Casework

3.32.1. Manufacture plastic laminate faced cabinet work in accordance with WI Manual of Millwork, Section 15, Casework - Laminated Plastic or Decorative Polyester overlay covered, Custom Grade, except as modified herein.

3.32.2. Manufacture countertops in accordance with WI Manual of Millwork, Section 16, Laminated Plastic Counter Tops, Splashes, and Wall Paneling, Custom Grade.

3.32.3. Modifications to WI Manual;

3.32.3.1. Plastic Laminate. NEMA LD3 for the following:

3.32.3.1.1. Horizontal Surfaces. ULEF General Purpose Type, nominal 0.050 inch thick.

3.32.3.1.2. Vertical Surfaces. ULEF Vertical-Surface Type, nominal 0.028 inch thick.

3.32.3.1.3. Cabinet Liners. ULEF Cabinet-Liner Type, nominal 0.020 inch thick.

3.32.3.1.4. Backing Sheets. manufacturer's standard backing sheet, nominal 0.020 inch thick.

3.32.3.1.5. Surface Finish. Satin finish, color as selected from manufacturer's full range of colors and patterns.

3.32.4. Counter Tops and Splashes. Plastic laminate covered, meeting the Custom Grade requirements of WI, Section 16, with coved top to splash joints and exposed edges and ends self-edged, unless otherwise detailed.

3.32.5. Drawer Boxes. Provide with sub-fronts and applied finish fronts securely fastened, with square corners and self-edged. Provide drawers with metal slides except as noted otherwise.

3.32.6. Doors. Flush overlay type, hinged to swing flat against the face of adjoining cabinet or the side of cabinet, with square corners, and self-edged. Do not notch door or cabinet ends, or divisions to receive hinge.

3.32.7. Shelves. 3/4" thick for spans up to 35 inches and 1 inch thick for spans over 35 inches up to 48 inches, and adjustable to 1 inch centers. Do not recess metal shelf standards into the end panels; notch shelving to clear standards.

3.32.8. Cabinet Interiors, including faces and edges of shelving therein, and interior door faces: Finish with cabinet liner, white melamine.

3.32.9. Cabinet Hardware:

3.32.9.1. Hinges: Heavy duty wrap-around offset for overlay doors with non-removable pin; flat black or dull chrome finish, National or equal.

3.32.9.2. Pulls: Surface mounted aluminum, US 26D finish, and one of the following: National or equal.

3.32.9.3. Catches:

3.32.9.4. Drawer slides: full extension with no deflection, ½" slide space, 100 pound load capacity. Zargen Drawer systems, or equal.

3.32.9.5. Adjustable Shelf Standards: KV or equal.

3.32.9.6. Door and Drawer Locks: Corbin, or equal for single doors and active leaf of pairs of doors. Provide 2 keys for each lock. – Optional

3.32.9.7. Metal Strike Plates: Provide cabinet door and drawer locks with metal strike plates.

3.33. Two Story (Four Classroom) Relocatable Facility Criteria

3.33.1. Relocatable modular classroom building shall be shown on drawings. The overall construction of the unit shall meet or exceed the specifications for the base bid for the classroom units, except as noted. Incorporate shear wall, brace frame, or rigid frame design. Construction type shall be Type II or V (One-Hour) or Type II or V (Sprinkler) as required by the Division of the State Architect and State Fire Marshal. Fire sprinklers shall be a wet pipe system constructed to NFPA 13 using "Pipe Schedule" method for sizing pipe. Point of connections shall be constructed in such a way as to be readily relocatable (i.e. bolted connections between floors and to the foundation).

3.33.2. Stairs shall be provided to provide access to the second floor classrooms. Stringer sections, landings sections and columns shall be fabricated in sections with bolted connections to allow for ease of future relocation. Balcony sections shall be steel with composite concrete deck with non-skid surface finish. Columns shall be tubular steel. Provide concrete foundation for balcony. Sections shall have handrails on open sides. Balconies and guardrails shall comply with the CBC, Title 24, CCR, Part 2. Fabricate guardrails from 2 inch square steel tubing and handrails from 1-1/2" square steel tubing. Wire cloth infill to be 2"x2"x1/4" wire mesh welded to 3/4"x1"x1/8" channel frame. Mount frame to guardrails with ½" diameter offsets spaced at each end and intermediate of each infill section.

3.33.3. Elevator Tower. See Modular Elevator Specification.

3.34. Erection at the Site

Once delivery of modules on site is made, erection shall commence immediately and be pursued in a timely manner until complete. All modules called for at that site shall be scheduled for delivery and erection in one continuous time frame (Saturdays, Sundays, and holidays are excepted). Failure to begin and pursue erection shall be considered as a breach or default of the Contract.

The Contractor shall furnish materials, articles, and equipment in ample quantities and at such times as to assure uninterrupted progress on the work. Failure to provide adequate working force, or material of proper quality, or failure in any other respect to prosecute the work with diligence and force specified herein are grounds for declaring a default on Contract.

Security of the buildings against vandalism is the sole responsibility of the District until installation of the buildings, according to the terms of this Contract, has been completed and the buildings have been accepted by the District.

District to provide temporary fencing if necessary

3.35.Clean Up

Because of the nature of the site, i.e., school grounds, the Contractor shall lock up all materials and equipment at the end of the day's work. All scrap material shall be removed from the site at the end of each day's work.

The building site and the building shall be clean and ready for occupancy prior to acceptance by the District.

3.36.Utility Hook-Up

All utility connections shall be located as indicated on site plans to accommodate hook-up at the site. Utilities hook-up by others. The District's Architect will provide the site plan(s).

3.37.Grounding of Building Components

Bonding of all metal portions of the building for ground, i.e., frame, ramp, etc., is the responsibility of the Contractor to the satisfaction of the site inspector. Grounding of total building, including ground rod, wire, connections, etc., shall be installed and ready for testing by others in the presence of site inspector. Testing shall be conducted per IR No. 8-1 as issued by DSA.

END OF DOCUMENT

HIGH PERFORMANCE DESIGN SPECIFICATIONS

1. GENERAL

1.1. Related Documents and Provisions

Contractor shall review all Contract Documents for applicable provisions related to the provisions in this document, including without limitation:

- 1.1.1. General Conditions;
- 1.1.2. Special Conditions;
- 1.1.3. Regulatory Requirements;
- 1.1.4. Modular Building Specifications

1.1. Summary

These specifications describe prefabricated, relocatable, clear span building of a classroom type. The building unit(s) shall be erected sites(s) complete and ready for use. All costs for transportation and installation at the site are to be included in the bid price

1.2. Provided By District – Not in Contract

- 1.2.1. The electrical service drop and connection and plumbing connection (s) to the building will be supplied by others.
- 1.2.2. The site will be turf-free, cleared and graded to within 0.1 feet of subgrade for each building.
- 1.2.3. Each site will have a minimum soil bearing capacity of 1,500 PSF with a moisture density ratio of 90% minimum.
- 1.2.4. The Contractor will be provided unobstructed delivery access to the location of each building.
- 1.2.5. The District shall be responsible for all rigging/crane and special handling costs associated with a foundation.
- 1.2.6. The District shall be responsible for and provide all weather access to the site and building pad for the installation of the building(s).
- 1.2.7. Removal and protection of trees, shrubs, fencing, sprinklers, playground equipment and/or other obstacles necessary for the installation of the building(s) shall be the responsibility of the District.
- 1.2.8. The District shall be responsible for the costs of the air balance and/or the commissioning of the HVAC system.

1.3. Definitions

- 1.3.1. **Architect** – Consulting Architect licensed by the State of California and retained by each School District.

- 1.3.2. **Approval** – When the work approval appears, it shall indicate that the designated agency have reviewed the specified plans and/or materials and has certified compliance with these specifications.
- 1.3.3. **Contractor** – The company responsible for performance of the terms of the Contract issued by a School District or public agency, shall be the same as the manufacturer.
- 1.3.4. **District** – Santa Cruz City Schools District and/or any School District or public agency in the State of California. If any County Office of Education chooses to place an order for relocatable buildings, it too shall be considered a District.
- 1.3.5. **Manufacturer** – The company who manufactures the modules shall be the same as the Contractor.
- 1.3.6. **DSA** - Division of the State Architect, State of California.
- 1.3.7. **Inspector** – A building inspector approved by DSA and employed by School District or public agency to insure that the plans and specifications of the Contract are adhered to.

1.4. Submittals

The following material shall be submitted as part of the bid:

- 1.4.1. DSA Approved PC drawings for Building A-HP.
- 1.4.2. BIDS SUBMITTED WITHOUT THE LISTED MATERIALS SHALL BE CONSIDERED NON-RESPONSIVE AND THE BID SHALL BE REJECTED.

1.5. Stockpiling

Should the vendor decide to stockpile buildings meeting these specifications for their own purposes, vendor shall be responsible for all DSA fees required to do such.

The District(s) must be notified that a stockpile unit will be provided. The District shall have the choice of ordering a non-stockpiled building. If the former is chosen, vendor shall fully comply with all aspects of this bid.

If a project calls for stockpile buildings as a result of schedule constraints in coordination with the District, the District is responsible for payment of DSA stockpile plan check fees.

1.6. Approval by the Division of the State Architect

The Contractor shall submit one (1) set of plans and specifications including structural, mechanical, electrical, and air conditions with calculations, to the District's Architect within twenty (20) business days after receipt of District's Award/Purchase Order or agreed upon schedule. All plans, specifications and calculations signed by an architect(s), structural engineer(s), electrical engineer(s) (in applicable) and mechanical engineer(s) (if applicable) shall be licensed by the State of California. Any notations or corrections required by the District Architect shall be incorporated into the plans and specifications, and they shall be returned to the District Architect within ten (10) business days or agreed upon schedule electronically a complete set of plans and specifications, or as agreed upon with Architect.

After correction (if any) as noted by Architect has been made, the Architect, with the assistance of the Contractor, shall obtain approval from DSA. If the DSA requires changes in the plans or specifications, the Contractor shall accomplish the changes and resubmit the corrected documents to the District Architect

within ten (10) business days. The vendor shall have only one (1) opportunity to correct plans at the architect level at the DSA review level.

The only exception to the above is if during a back-check (review of corrected plans), additional deficiencies are discovered. If this happens, the turn-around time to correct and resubmit is again ten (10) business days, or as agreed upon with Architect. Re-submittals shall be delivered electronically, express mail or may be delivered in person.

The Contractor, after receiving State approval, shall make available electronically plans and specifications for each DSA approval number and for each site, to the District Architect for his distribution to owner, inspector, recorder, and others as necessary. District will make any payment required in obtaining DSA approvals.

1.7. Inspection

Inspection of prefabricated buildings is divided into two (2) separate functions: (1) In-plant inspection and (2) On-site inspection.

Inspectors shall be retained by the District.

In-plant inspection and material testing shall be accomplished under the supervision of the District Architect. The Contractor shall notify the District Architect and the designated inspectors at least forty-eight (48) hours prior to commencing work. The manufacturer shall provide the inspector with full access to all plant operations involving work under this Contract and shall advise the inspector in advance of the time and place when operations that the inspector wants to observe take place. Before the building(s) are removed from the plant for delivery to the storage facility or from the storage facility to the site, the inspector and District Architect shall determine that they are acceptable and issue a written release, which shall be in the form of a Verified Report (Form SSS-6) A COPY OF THE INSPECTOR'S VERIFIED REPORT AND AGENCY ARCHITECTS PUNCH LIST SHALL ACCOMPANY EACH BUILDING TO STORAGE OR TO THE SITE(S).

On-site inspection shall be done by the site inspector. All work which the manufacturer or his subcontractors perform at the site shall be subject to the inspection of the site inspector. The manufacturer will furnish the site inspector with such information as may be necessary to keep him fully informed as to progress of work and dates when site work will occur. The Contractor shall notify the District at least seventy-two (72) hours prior to commencing on-site work.

1.8. Coordination of Work

All site conditions not under Contractor's direct control are to be the District's responsibility.

It shall be the Contractor's responsibility to make all necessary arrangements with the District's authorized representative for access to grounds and removal of equipment, if necessary. This contact shall be made at least forty-eight (48) hours prior to delivery of any module.

The Contractor shall verify that the District's site is ready to receive the building(s) prior to the delivery of any building(s) by visiting each site. In the event buildings are delivered to any site that is not in condition to receive buildings, the Contractor shall be responsible for all costs incurred, including but not limited to, inspector's time.

1.9. Guarantee/Warranty

Contractor hereby unconditionally guarantees that work will be done in accordance with requirements of Contract and per Section 2.0; and further guarantees the work of Contract to be and remain free of defects in workmanship and materials for a period of two (2) years from date of acceptance by the District, unless a longer guarantee period is specifically called for. Contractor hereby agrees to repair or replace any and all work, together with any other adjacent work which may have been damaged or displaced in so doing, that

may prove to be not in accordance with requirements or Contract or that may be defective in its workmanship or material within guarantee period specified, without any expense whatsoever to the District, ordinary wear and tear and unusual abuse or neglect excepted. Contract bonds are in full force and effect during guarantee period.

Contractor further agrees, that within ten (10) business days after being notified in writing by the District of any work not in accordance with requirements of Contract or any defects in the work, he will commence and prosecute with due diligence all work necessary to fulfill terms of this guarantee, and to complete the work within a reasonable period of time.

In the event he fails to so comply, he does hereby authorize said District to proceed to have such work done at Contractor's expense; and he will pay cost thereof upon demand. The District shall be entitled to all costs, including reasonable attorney's fees, necessarily incurred upon Contractor's refusal to pay above costs.

1.10. Asbestos Certification

The successful bidder will be required to provide for each unit purchased under this bid, certification that the unit contains no asbestos-containing building material (ACBM).

The certification shall be in writing and shall be made by an architect or project engineer who is retained by the Contractor and is responsible for the construction of the relocatable buildings. The certification shall state that no ACBM was specified as a building material in any construction document for the unit and to the best of his or her knowledge, no ACBM was used as a building material in the unit. The certification may be made by an accredited asbestos inspector.

The certification shall conform to Paragraph 763.99 (7) of the Federal Register dated October 30, 1987, Part III Environmental Protection Agency, 40 CAR Part 7673, Asbestos-Containing Materials in Schools; Final Rule and Notice.

1.11. Certification of Compliance

The Contractor will provide to the District for each relocatable building delivered, a letter or certification that said building was built and installed in compliance with Section 2.0 as well as with all local codes, laws, and regulations applicable to relocatable buildings.

1.12. Applicable Documents

The following documents shall be the latest issue as adopted by the State of California at the time of the bid opening, and shall form a part of this specification to the extent they are applicable.

California Administrative Code (CAC)

Title 5 Education Code

Title 19 Public Safety

Title 20 Public Utilities

Title 21 Public Works

Title 24 Building Code

Title 25 Housing Community Development

2016 California Building Standards Administration (Part 1, Title 24 CCR)

2016 California Building Code, Volumes 1, 2 and 3 (Part 2, Title 24 CCR)

2016 California Electrical Code (Part 3, Title 24 CCR)

2016 California Mechanical Code (Part 4, Title 24 CCR)

2016 California Plumbing Code (Part 5, Title 24 CCR)

2016 California Energy Code Part 6, Title 24 CCR

2016 California Elevator Safety Construction Code (Part 7, Title 24 CCR)

2016 California Fire Code (part 9, Title 24 CCR)

2016 California Referenced Standards Code (Part 12, Title 24 CCR)

2016 California Green Code (CGC) Part 11, Title 24 CCR

NFPA 13, 2016 Edition, Installation of Automatic Sprinkler Systems, as amended
NFPA 14, 2013 Edition, Installation of Standpipe, Private Hydrant and Hose Systems
NFPA 24, 2016 Edition, Installation of Private Fire Service Mains and their Appurtenances
NFPA 72, 2016 Edition, National Fire Alarm Code, as amended
American Welding Society – Standard Qualifications Procedures
American Wood Preservation Association
National Fire Protection Association NFPA 90A
National Warm Air Heating and Air Condition Association
National Electrical Code
ASTM C635- Metal Suspension Systems for Acoustical Tile and Lay-in Panel Ceilings
State of California Specification 7220-XXX-01, Carpet
Interpretations of Regulation (IR) issued by the Division of the State Architect

2. PRODUCTS

2.1. Material and Workmanship

All workman shall be skilled and qualified for work which they perform. All materials used, unless otherwise specified, shall be new and of the type and grades specified. The Contractor shall, if requested, furnish evidence satisfactory to the Architect that such is the case.

Contractor's crew assigned to any work performed under this Contract shall include one competent and fully experienced person designated as the responsible person in charge. Such person must be identified by name to the District in advance of any work. Upon request, the Contractor shall promptly furnish to the District information relating to this employee's experience.

3. DESIGN CRITERIA & EXECUTION

3.1. General

Two (2) modules in the case of the classroom building (24x40) or three (3) modules in the case of the classroom building (30x32), (36x40) or four (4) modules in the case of the classroom building (48x40) or six (6) modules in the case of a (72x40), or two (2) modules in the case of the classroom building (28x36) designed so that two (2) or three (3) or four (4) or more modules may be joined together to form a complete building; maintain a positive alignment of floors, walls and roof, and to permit simple nondestructive detachment for future relocation.

Each module shall be permanently identified with a identification tag 3" x 1 ½" minimum size with the following information:

- A. Design wind load
- B. Design roof live load
- C. Climate Zone
- D. DSA Application Number
- E. Design Floor Load

This tag may be in addition to or combined with the identification tag required by the Division of the State Architect.

Each module shall be capable of resisting all vertical and lateral loads during transportation and relocation. When modules are assembled, joints shall be sealed with removable closing strips or other method to present a furnished appearance and be permanently waterproof.

Each module shall be sufficiently rigid to be jacked up at the front and back corners for relocation without significant damage or the module shall have lift lugs at the front and back located as required so that the

module may be jacked up for relocation in one piece without significant damage. This requirement shall be met without additional supports of any type.

Evidence of excessive bowing during the installation of the modules which, in the opinion of the Architect, causes excessive working at any joint or compromises the structural integrity of the module shall be sufficient reason for rejection of the module.

Finish and base materials at each module, except roofing, floor covering and suspended ceiling, shall terminate at interior module joints in a manner to join flush and tight with the same material in adjacent module so that modules may be relocated with minimum cutting and patching.

The structural system of each module shall be either an independent moment-resistant steel frame or steel attachments as required to resist lateral loads in both directions for both single and two-story buildings. Shear wall type construction may be employed on snow load buildings only – No Exceptions.

Any trademarks, pending patents, patents, or design ideas, concepts are considered instruments of services and intellectual property of Contractor.

3.2. Standards Baseline

The baseline building will be based on Modular Buildings Specifications. The Sections below however, supersede for the High Performance buildings.

3.3. Structural

3.3.1. All steel moment frame, 45% Recycled DSA PC Design.

3.3.2. 1:12 nominal Mono pitched, 3" standing seam metal cool-roof, SRI 80.

3.3.3. Architectural front and rear louvered shade structures with hot dipped galvanized finish.

3.3.4. 5" concrete on metal deck floor system, 25% RC fly ash.

3.3.5. Galvanized 8' insulated door with view window.

3.3.6. Factory applied 7/8 hybrid plaster system exterior finish.

3.4. Insulation

3.4.1. Cumulative R-Values: R-21 HD Wall and R-30 HD Roof.

3.4.2. Eco-friendly insulation

3.4.2.1. Green Guard Certified,

3.4.2.2. formaldehyde-free,

3.4.2.3. 30% recycled content.

3.5. Floor and Wall

3.5.1. Vaulted T-bar ceiling design, 8'6" – 10'-6"

3.5.2. Tackable Wall Coverings, Low-VOC, high RC, 100% recycled backing.

3.5.3. (2) 5' x 8' ft. whiteboards.

3.5.4. Formaldehyde-free, FSC certified composite wood within casework.

3.5.5. Acoustical ceiling tiles, 2' x 2', Low-VOC, 82% RC.

3.5.6. Carpet tiles, Green Label Plus for IAQ, 45% RC, 100% recycled backing (24" x 24").

3.5.7. Low to no VOC primers and paints.

3.6. Energy, Lighting and Windows

3.6.1. Solar Panel Ready Roof

3.6.2. Large Low-E dual glazed view windows – recycled aluminum frames.

3.6.3. Energy Star tubular skylights with adjustable damper (as applicable) / 6 ea per 960 sf.

3.6.4. LED dimmable lighting system with occupancy sensors.

3.6.5. Fixed windows.

3.6.6. Manually operable shades.

3.6.7. Architectural exterior LED light on Photos Cell or EMS ready.

3.7. Indoor Air-Quality and Thermal Comfort

3.7.1. High Efficiency indoor floor supported HVAC.

3.7.2. HVAC MERV 13 filter.

3.7.3. Separate temperature/ventilation controlled for each classroom.

3.7.4. Permanent walk-off mats.

END OF DOCUMENT

MODULAR ELEVATOR SPECIFICATIONS

1. GENERAL

1.1. Related Documents and Provisions

Contractor shall review all Contract Documents for applicable provisions related to the provisions in this document, including without limitation:

- 1.1.1. General Conditions;
- 1.1.2. Special Conditions;
- 1.1.3. Modular Building Specifications
- 1.1.4. High Performance Design Specifications

1.2. Summary

Provide a modular elevator for the Two-story buildings allowable in this contract.

1.3. Provided by District – Not in Contract

- 1.3.1 All electrical must be run in EMT or rigid conduit, for both high and low voltage.
- 1.3.2 All electrical to be terminated and hooked up in disconnect and junction boxes which are provided in the elevator.
- 1.3.3. The controller cannot be used as a pull box.
- 1.3.4. All electrical circuits must be hot, smoke detector operational and telephone must have dial tone prior to calling to prepare elevator for final inspection.
- 1.3.5. Conduit and power location as directed by Contractor.
- 1.3.6. Conduit and power up for electrical service to the elevator disconnect.
- 1.3.7. Conduit and power(s) for the three 100v circuits.
- 1.3.8. Conduit and line for the telephone.
- 1.3.9. Detector must have two sets of open dry contacts.
- 1.3.10. Conduit run from smoke detector to the controller
- 1.3.11. Telephone line to be run in conduit to jacks supplied above controller.
- 1.3.12. Telephone number to be supplied for emergency auto dialing.
- 1.3.13. All circuits to be dedicated and originate outside of the elevator or the equipment room.

- 1.3.14. Installation of a drain line and tank or other approved means to deal with sump drain discharge.
- 1.3.15. Elevator Fire Alarm as required, including smoke detector in machine room and AC for machine room (if required).
- 1.3.16. Install Ground Rod in bottom of the elevator pit. Attach a bond from ground rod to lug on tower frame.
- 1.3.17. All items listed above must be completed before sending a crew to adjust and go through the inspection process. A two-week notice is required to schedule appointments after installation is complete.
- 1.3.18. State elevator regulations require that the District have a Service Contract. This requires that the elevator be serviced each month. Not having a service contract could affect warranty on the elevator.

1.4. Submittals

Provide shop drawings.

2. PRODUCTS

2.1. Manufacturers

Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated in the work include but are not limited to the following:

As distributed by T.L. Shield & Associates, Inc. or equal

2.2. Materials and Components

- 2.2.1. **General Requirements.** Provide manufacturer's standard pre-engineered elevator system(s) that will comply with or fulfill the requirements of elevator schedule sheets at end of this Section, or at manufacturer's option, provide custom-manufactured elevator system(s) that will fulfill requirements. Where components are not otherwise indicated, provide standard components published by manufacturer as included in standard, pre-engineered elevator system(s) and as required for a complete system. All hydraulics, car, platform, car doors, hoistway doors, to be pre-installed in pre-engineered, pre-fabricated hoistway tower.
- 2.2.2. **Hydraulic Machines and Elevator Equipment.** Provide manufacturer's standard twin jacks for each elevator, with electric pump-tank-control system equipment in machine room as indicated.
- 2.2.3. **Piping.** Provide size, type, and weight piping recommended by manufacturer, and provide isolation couplings to prevent sound/vibration transmissions from power unit.
- 2.2.4. **Inserts.** Furnish required concrete anchors for anchorage of the modular elevator unit.
- 2.2.5. **Car Frame and Platform.** Manufacturer's standard welded steel units.

2.3. Control Systems

- 2.3.1. **General.** Provide manufacturer's standard control system for each elevator or group of elevators as required to provide automatic operation of the type indicated and defined in the Code as "Operations".

2.3.2. Single Elevator Control – Passenger. Provide solid-state “Selective collective Automatic Operation”, as defined in ASME/ANSI A17.1.

2.3.3. Auxiliary Operations/Controls. In addition to primary control system features, provide the following controls or operational features for passenger elevators, except where otherwise indicated.

2.3.3.1. Emergency power operation, where scheduled.

2.3.3.2. Automatic 2-way leveling.

2.4. Signal Equipment

Provide signal equipment for each elevator or group of elevators to comply with requirements indicated below

2.4.1. Provide illuminated hall-call and car-call buttons that light up when activated and remain lit until call or other function has been fulfilled; fabricated of acrylic or other permanent plastic.

2.4.2. Except for buttons and illuminated signal elements, fabricate signal equipment with exposed surfaces of stainless steel with manufacturer’s standard directional polish or satin finish.

2.4.3. Car Control Stations. Provide car control station in each car with flush-mounted metal face plates containing call button for each landing served and other buttons, switches, and controls required for specified car operation and control. Mount as shown or scheduled at height complying with ASME/ANSI A17.1. If not otherwise indicated, mount in return panel adjacent to car door. Provide operating device symbols as required by Code. Mark other buttons and switches with manufacturer’s standard identification for required use or function.

2.4.4. Car Position Indicator. For Passenger elevator cars, provide either illuminated-signal type or digital-display type, located near top of each car or in car control station. In addition to visual indicator, provide audible signal to indicate to passengers that car is either stopping at or passing each of the floors served.

2.4.5. Hall Push-Button Station. Provide hall push-button station at each landing for each elevator. Provide 1-button station where only one direction of travel is available and indicate which direction that is.

2.4.6. Car Riding Lanterns. Provide units with illuminated “up” and “down” signal arrows, but provide single arrow where only one direction is possible. Provide units projecting from faceplate for each of angular viewing, except provide flush units where a location in hoistway entrance frame is indicated. Match materials, finishes, and mounting method of hall push-button stations.

At manufacturer’s option, hall lantern signals may be placed either above or beside each hoistway entrance or in jamb of entrance frame for each elevator. Mount at minimum of 6'-0" above finished floor.

In conjunction with each car riding lantern device, provide an audible signal to indicate that a car is arriving in response to a hall call and to indicate direction of car travel. Signal shall sound once for “up” direction of travel and twice for “down” direction.

2.4.7. Telephone. Provide automatic hands-free telephone in each car, contained in flush-mounted cabinet and complete with identification and instructions for use.

2.4.8. Alarm System. Provide emergency alarm bell properly located within building and audible outside hoistways, equipped to sound automatically in response to emergency stops and in response to “Alarm” button on each car control station.

2.5. Passenger Elevator Car Enclosure

Provide manufacturer's standard pre-engineered car enclosures of the selections indicated. Include ventilation, lighting, ceiling finish, wall finish, access doors, doors, power door operators, sill (threshold), trim, accessories, and floor finish unless indicated as not work of this Section. Provide horizontal sliding doors of manufacturer's standard flush panel type, with operation and number of panels as indicated. Provide manufacturer's standard protective edge trim system for door and wall panels, except as otherwise indicated.

- 2.5.1. Materials and Fabrication.** Provide selections as indicated for each car enclosure surface; provide manufacturer's standards, but not less than the following.

2.5.1.1. Enameled Steel Door Panels. Flush hollow-metal construction, fabricated from ASTM A 366 cold-rolled steel, commercial quality, Class 1, matte finish, stretcher leveled. Provide with factory-applied baked-on enamel finish; colors as selected by Architect.

2.5.1.2. Stainless Steel. ANSI Type 302/304 with No. 4 satin finish.

2.5.1.3. Aluminum Sills. Cast or extruded aluminum, with grooved surface, 1/4-inch thickness, mill finish.

2.5.1.4. Plastic Laminate. High-pressure type complying with NEMA LD3, Type GP-50 (0.050-inch nominal thickness)" color, texture, and pattern as selected by Architect from standard products available in the industry.

2.5.1.5. Fabricate car door frame integral with front wall of car.

2.5.1.6. Fabricate solid wood-core car with recesses and cutouts for signal equipment.

2.5.1.7. Luminous Ceiling. Fluorescent light fixtures and ceiling panels of translucent or open egg-crate plastic, of acrylic or other permanent rigid plastic complying with flammability requirements.

2.6. Personal Protective Devices

2.6.1. Handrails. Provide manufacturer's standard aluminum handrails on back wall unless otherwise indicated either continuous or segmented units.

2.6.2. Automatic Door Re-Opening Device. Provide electronic device with timed cutout, projecting infrared light beams across car entrance at full height of car door that when interrupted will cause closing doors to stop and re-open. Provide keyed switch in car operating panel or toggle switch in service cabinet for disconnecting photo-eye protective device.

2.6.3. Operational Nudging Feature. After car doors are prevented from closing for a pre-determined adjustable time period, through activation of detection device or door edge protective device, a loud buzzer shall sound and door shall begin to close at a reduced rate of speed. Doors shall continue to close unless door edge protective device is activated, which shall cause doors to re-open. Process shall repeat until obstruction is removed from entrance.

2.7. Passenger Hoistway Entrances

2.7.1. Provide pre-installed, manufacturer's standard, pre-engineered, hollow-metal type, sliding, door-and-frame hoistway entrances complete with track systems, hardware, safeties, sills and accessories. Match

car enclosure doors for size, number of door panels, and door panel movement. Provide a frame-section size and profile to coordinate with hoistway wall construction as indicated.

2.7.1.1. Where gypsum-board wall construction is indicated, fabricate frames with re-enforced head sections; provide sufficient strength without support from wall lintels.

2.7.2. Materials and Fabrication Provide selections indicated that comply with manufacturer's standards, but not less than the following.

2.7.2.1. Enameled Frames. Framed steel with manufacturer's standard baked synthetic enameled finish, colors as selected by Architect.

2.7.2.2. Enameled Steel Panel. Flush hollow-metal construction, fabricated from ASTM A 366 cold-rolled steel; commercial quality, Class 1, matte finish, stretcher leveled. Provide with factory-applied baked-on enamel finish; colors as selected by Architect.

2.7.2.3. Aluminum Sills. Extruded aluminum, with grooved surface, 1/4-inch thickness, mil finish.

3. EXECUTION

3.1. Examination

Prior to commencing elevator installation, examine pre-fabricated hoistways, hoist-way openings, pits, and machine rooms, as constructed; verify all critical dimensions and examine supporting structure and all other conditions under which elevator work is to be installed. Notify Contractor in writing of any dimensional discrepancies or other conditions detrimental to the proper installation or performance of elevator work. Do not proceed with elevator installation until unsatisfactory conditions have been corrected in a manner acceptable to the Installer.

3.2. Installation of Elevator System

3.2.1. General. Comply with manufacturer's instructions and recommendations for work required during installation.

3.2.2. Excavation for Pit. Excavate for each elevator pit to accommodate installation of modular elevator unit; comply with applicable requirements of Division 2 "Excavation" sections.

3.2.3. Install modular elevator units plumb and accurately centered for elevator car position and travel; anchor securely in place.

3.2.4. Welded Construction. Provide welded connections for installation of elevator work where bolted connections are not required for subsequent removal or for normal operation, adjustment, inspection, maintenance, and replacement of worn parts. Comply with AWS standards for workmanship and for qualifications of welding operators.

3.2.5. Coordination. Coordinate elevator work with work of other trades for proper time and sequence to avoid construction delays. Use benchmarks, lines, and levels designated by Contractor to ensure dimensional coordination of the work.

3.2.6. Sound Insulation. Mount rotating and vibrating elevator equipment and components on vibration-absorption mounts, designed to effectively prevent transmission of vibrations to structure and thereby to eliminate sources of structure-borne noise from elevator system.

- 3.2.7. Install piping without routing underground, where possible. Where not possible, cover underground piping with permanent protective wrapping before backfilling.
- 3.2.8. Lubricate operating parts of system, including ropes, if any, as recommended by manufacturers.
- 3.2.9. **Alignment.** Coordinate installation of hoistway entrances with installation of modular elevator unit for accurate alignment of entrances.
- 3.2.10. **Leveling Tolerance.** ½-inch, up or down, regardless of load and direction of travel.
- 3.2.11. Finish interior walls at hoistway entrances and trim to modular elevator unit. Provide sill or finish floor in area of hoistway door penetration in accordance with plans.

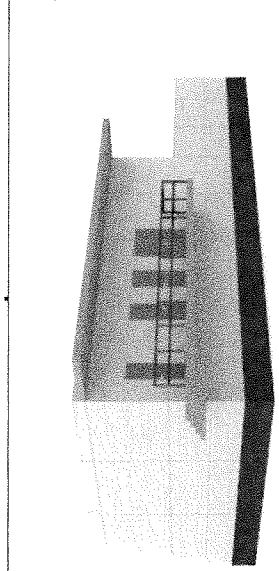
3.3. Field Quality Control

- 3.3.1. **Acceptance Testing.** Upon nominal completion of each elevator installation, and before permitting use of elevator (either temporary or permanent), perform acceptance tests as required and recommended by Code and governing regulations or agencies.
- 3.3.2. **Operating Tests.** Load each elevator to its rated capacity and operate continuously for 30 minutes over its full travel distance, stopping at each level and proceeding immediately to the next. Record temperature rise of pump motor (except submerged pumps) during 30-minute test period. Record failures of elevator to perform as required.
- 3.3.3. Advise Contractor, Owner, Architect, and inspection department of governing agencies in advance of dates and times tests are to be performed on elevators.

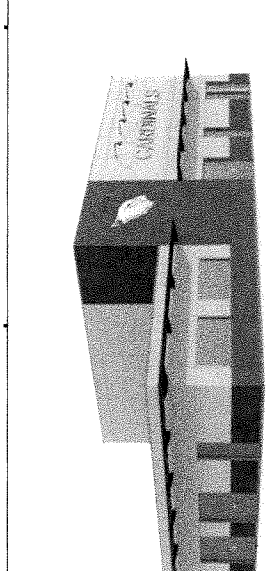
3.4. Protection

At time of Substantial Completion of elevator work (or portion thereof), provide suitable protective coverings, barriers, devices, signs, or such other methods or procedures to protect elevator work from danger or deterioration. Maintain protective measures throughout remainder of construction period

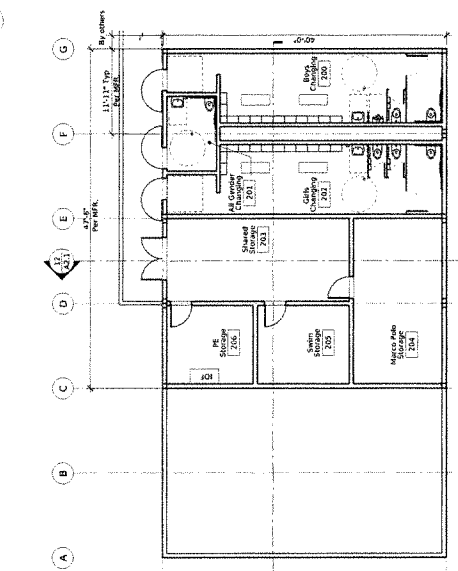
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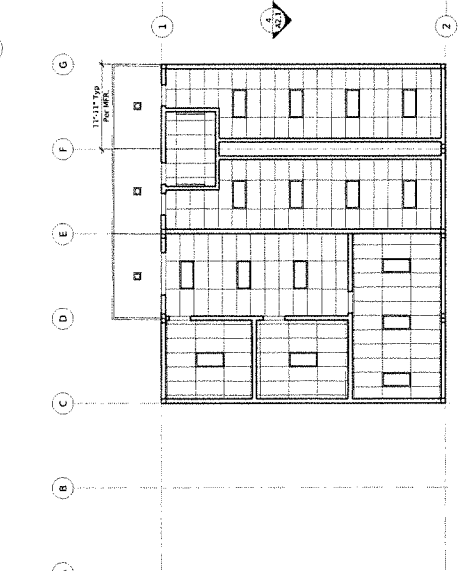
Perspective
From South East



Perspective
From North West



Reflected Ceiling Plan
Second Level



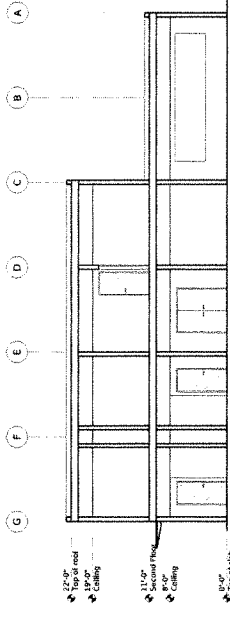
Reflected Ceiling Plan
First Level

Finish Schedule

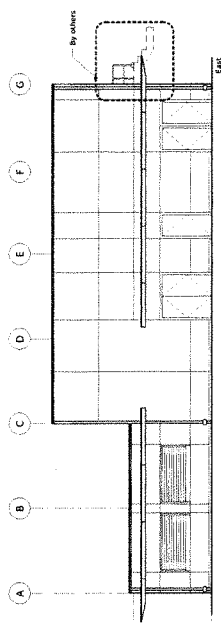
Room	Finish	Notes
01.00	Acoustic Ceiling Tile	Acoustic Ceiling Tile
01.01	Acoustic Ceiling Tile	Acoustic Ceiling Tile
01.02	Acoustic Ceiling Tile	Acoustic Ceiling Tile
01.03	Acoustic Ceiling Tile	Acoustic Ceiling Tile
01.04	Acoustic Ceiling Tile	Acoustic Ceiling Tile
01.05	Acoustic Ceiling Tile	Acoustic Ceiling Tile
01.06	Acoustic Ceiling Tile	Acoustic Ceiling Tile
01.07	Acoustic Ceiling Tile	Acoustic Ceiling Tile
01.08	Acoustic Ceiling Tile	Acoustic Ceiling Tile
01.09	Acoustic Ceiling Tile	Acoustic Ceiling Tile
01.10	Acoustic Ceiling Tile	Acoustic Ceiling Tile
01.11	Acoustic Ceiling Tile	Acoustic Ceiling Tile
01.12	Acoustic Ceiling Tile	Acoustic Ceiling Tile
01.13	Acoustic Ceiling Tile	Acoustic Ceiling Tile
01.14	Acoustic Ceiling Tile	Acoustic Ceiling Tile
01.15	Acoustic Ceiling Tile	Acoustic Ceiling Tile
01.16	Acoustic Ceiling Tile	Acoustic Ceiling Tile
01.17	Acoustic Ceiling Tile	Acoustic Ceiling Tile
01.18	Acoustic Ceiling Tile	Acoustic Ceiling Tile
01.19	Acoustic Ceiling Tile	Acoustic Ceiling Tile
01.20	Acoustic Ceiling Tile	Acoustic Ceiling Tile

Opening Schedule

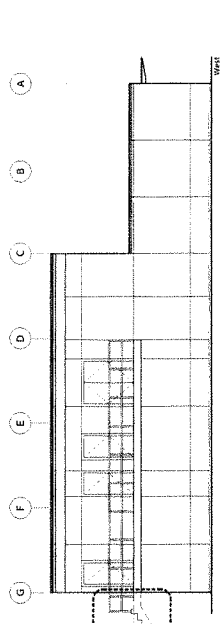
Location	Door	Frame	Hardware	Notes
01.00	Acoustic Ceiling Tile	Acoustic Ceiling Tile	Acoustic Ceiling Tile	Acoustic Ceiling Tile
01.01	Acoustic Ceiling Tile	Acoustic Ceiling Tile	Acoustic Ceiling Tile	Acoustic Ceiling Tile
01.02	Acoustic Ceiling Tile	Acoustic Ceiling Tile	Acoustic Ceiling Tile	Acoustic Ceiling Tile
01.03	Acoustic Ceiling Tile	Acoustic Ceiling Tile	Acoustic Ceiling Tile	Acoustic Ceiling Tile
01.04	Acoustic Ceiling Tile	Acoustic Ceiling Tile	Acoustic Ceiling Tile	Acoustic Ceiling Tile
01.05	Acoustic Ceiling Tile	Acoustic Ceiling Tile	Acoustic Ceiling Tile	Acoustic Ceiling Tile
01.06	Acoustic Ceiling Tile	Acoustic Ceiling Tile	Acoustic Ceiling Tile	Acoustic Ceiling Tile
01.07	Acoustic Ceiling Tile	Acoustic Ceiling Tile	Acoustic Ceiling Tile	Acoustic Ceiling Tile
01.08	Acoustic Ceiling Tile	Acoustic Ceiling Tile	Acoustic Ceiling Tile	Acoustic Ceiling Tile
01.09	Acoustic Ceiling Tile	Acoustic Ceiling Tile	Acoustic Ceiling Tile	Acoustic Ceiling Tile
01.10	Acoustic Ceiling Tile	Acoustic Ceiling Tile	Acoustic Ceiling Tile	Acoustic Ceiling Tile
01.11	Acoustic Ceiling Tile	Acoustic Ceiling Tile	Acoustic Ceiling Tile	Acoustic Ceiling Tile
01.12	Acoustic Ceiling Tile	Acoustic Ceiling Tile	Acoustic Ceiling Tile	Acoustic Ceiling Tile
01.13	Acoustic Ceiling Tile	Acoustic Ceiling Tile	Acoustic Ceiling Tile	Acoustic Ceiling Tile
01.14	Acoustic Ceiling Tile	Acoustic Ceiling Tile	Acoustic Ceiling Tile	Acoustic Ceiling Tile
01.15	Acoustic Ceiling Tile	Acoustic Ceiling Tile	Acoustic Ceiling Tile	Acoustic Ceiling Tile
01.16	Acoustic Ceiling Tile	Acoustic Ceiling Tile	Acoustic Ceiling Tile	Acoustic Ceiling Tile
01.17	Acoustic Ceiling Tile	Acoustic Ceiling Tile	Acoustic Ceiling Tile	Acoustic Ceiling Tile
01.18	Acoustic Ceiling Tile	Acoustic Ceiling Tile	Acoustic Ceiling Tile	Acoustic Ceiling Tile
01.19	Acoustic Ceiling Tile	Acoustic Ceiling Tile	Acoustic Ceiling Tile	Acoustic Ceiling Tile
01.20	Acoustic Ceiling Tile	Acoustic Ceiling Tile	Acoustic Ceiling Tile	Acoustic Ceiling Tile



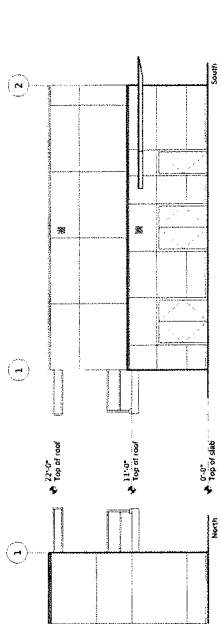
Section 12
1/8"=1'-0"



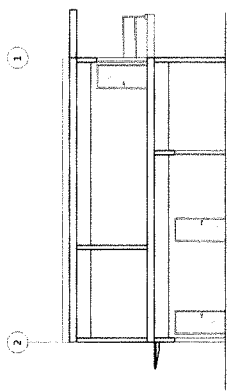
Section 13
1/8"=1'-0"



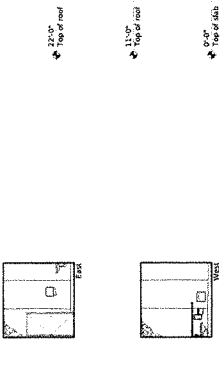
Section 14
1/8"=1'-0"



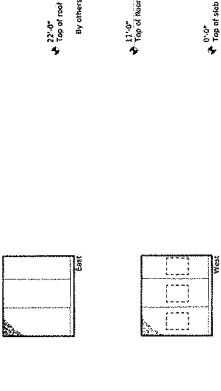
Section 15
1/8"=1'-0"



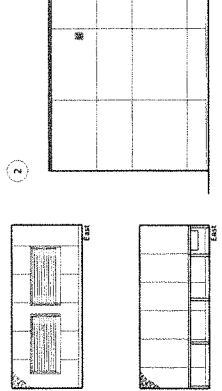
Section 16
1/8"=1'-0"



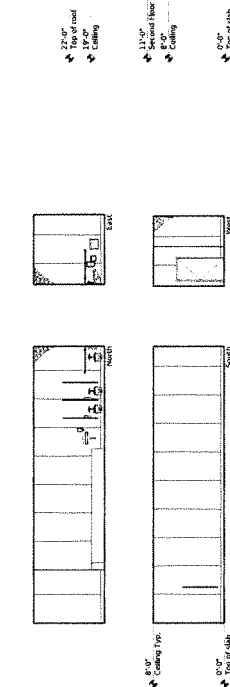
Section 17
1/8"=1'-0"



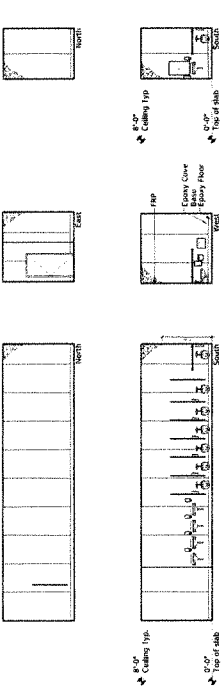
Section 18
1/8"=1'-0"



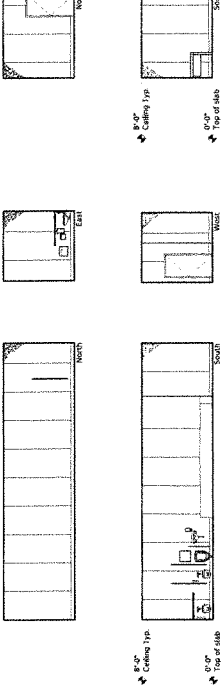
Section 19
1/8"=1'-0"



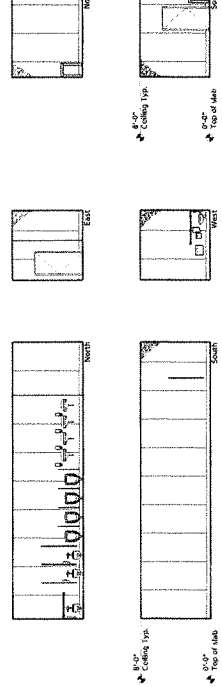
Elevation 12
Girl's Locker Room Interior Elevation
Second Level



Elevation 13
Girl's Toilet Room Interior Elevation
First Level



Elevation 14
Custodian Interior Elevation
Second Level



Elevation 15
Boy's Locker Room Interior Elevation
Second Level



Elevation 16
Boy's Toilet Room Interior Elevation
First Level



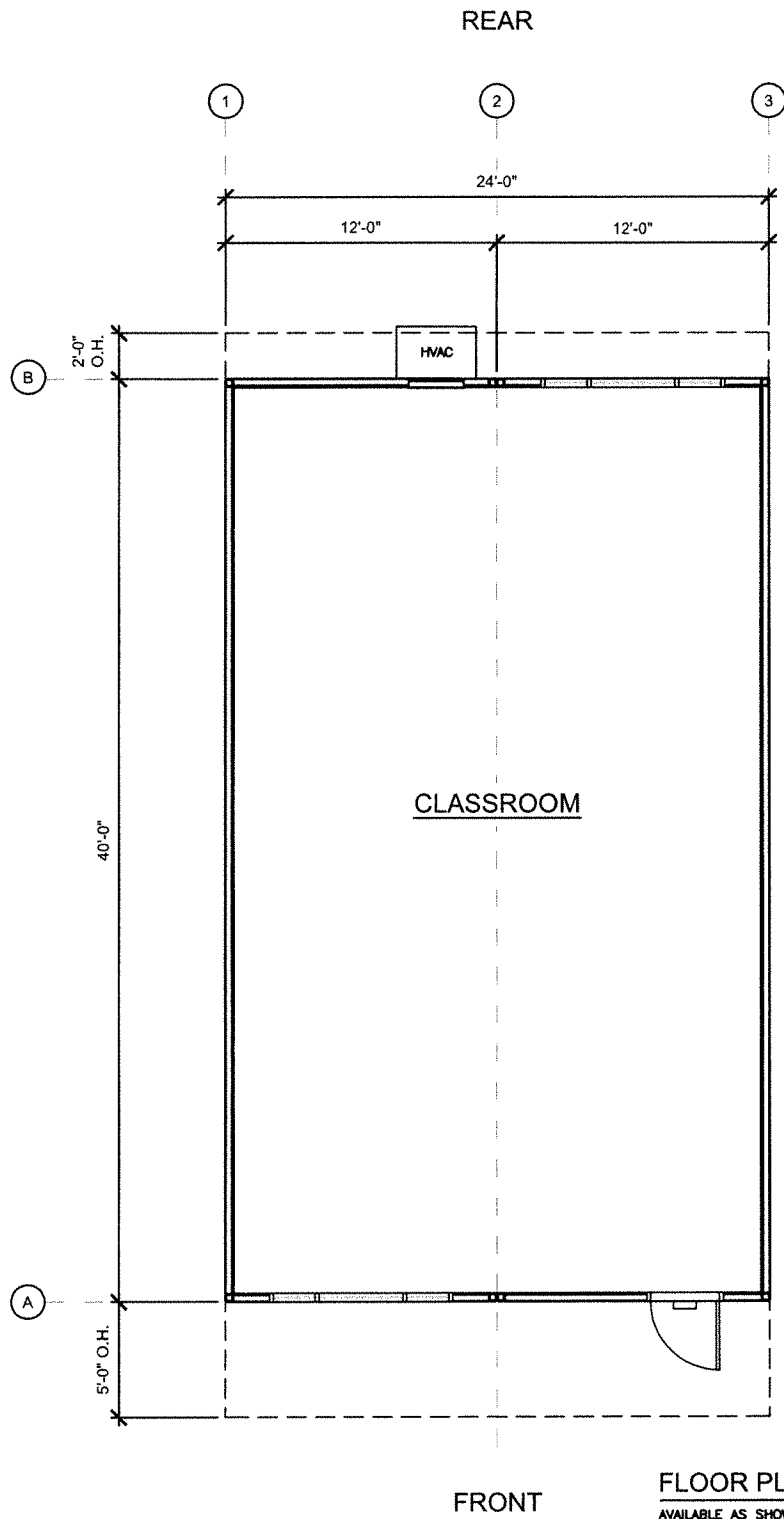
Elevation 17
All Gender Toilet Room
First Level



Elevation 18
Custodian Interior Elevation
First Level



Elevation 19
Student Store Interior Elevation
First Level

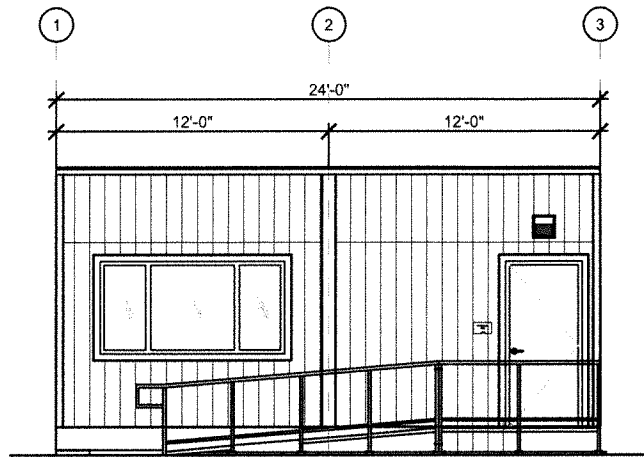


FLOOR PLAN

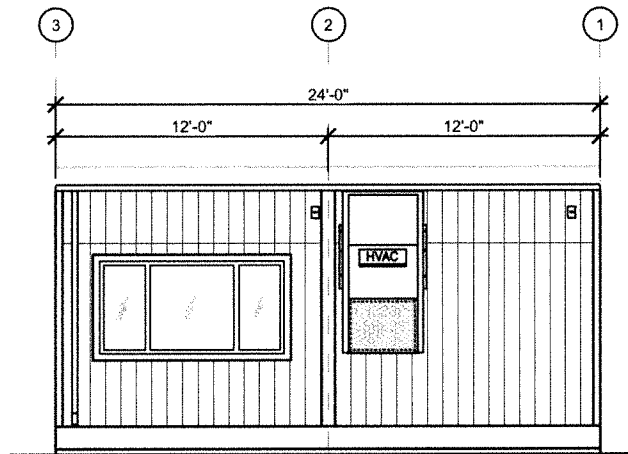
AVAILABLE AS SHOWN - LEFT HAND
OR OPPOSITE HAND - RIGHT HAND

24'X40' CLASSROOM

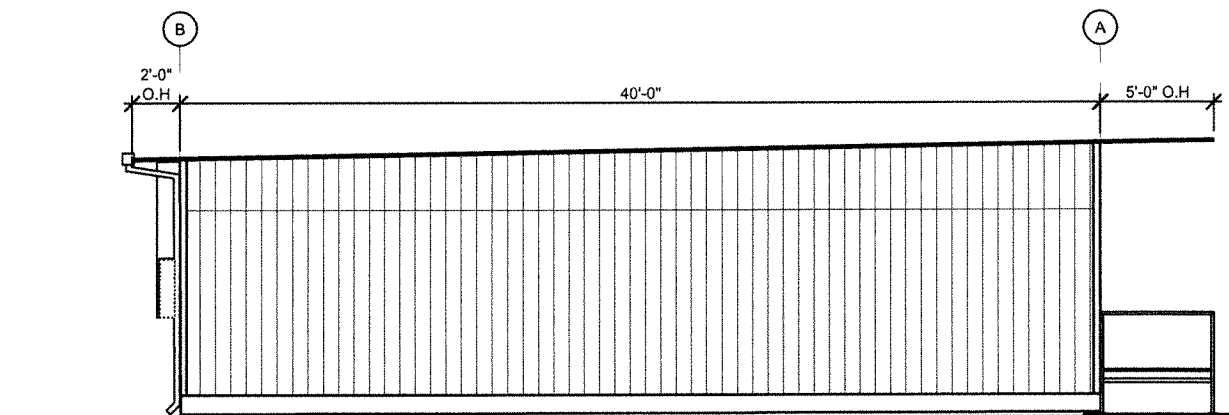
ITEM A



FRONT END/ENTRY ELEVATION



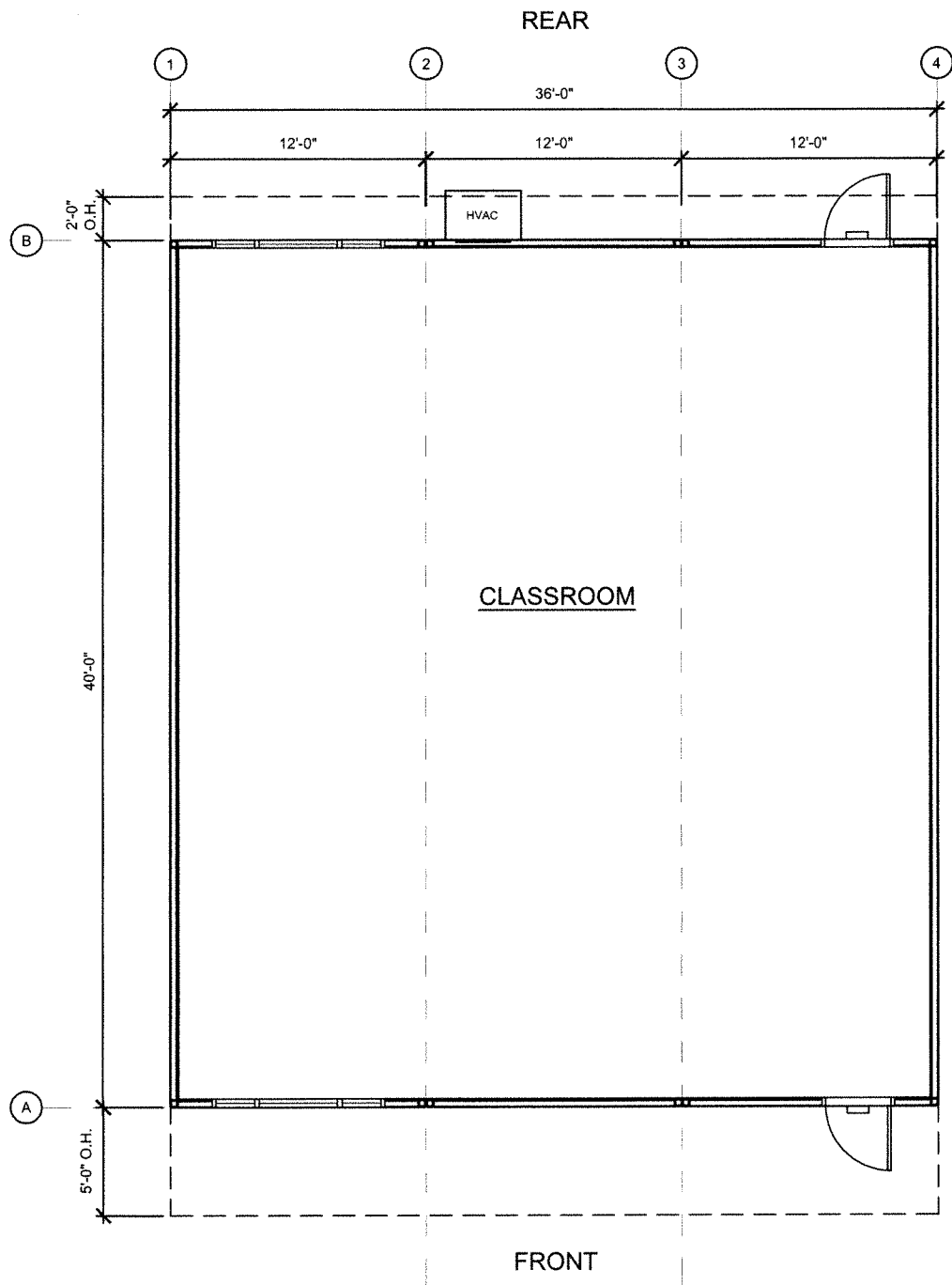
REAR END ELEVATION



SIDE ELEVATION

24'X40' CLASSROOM

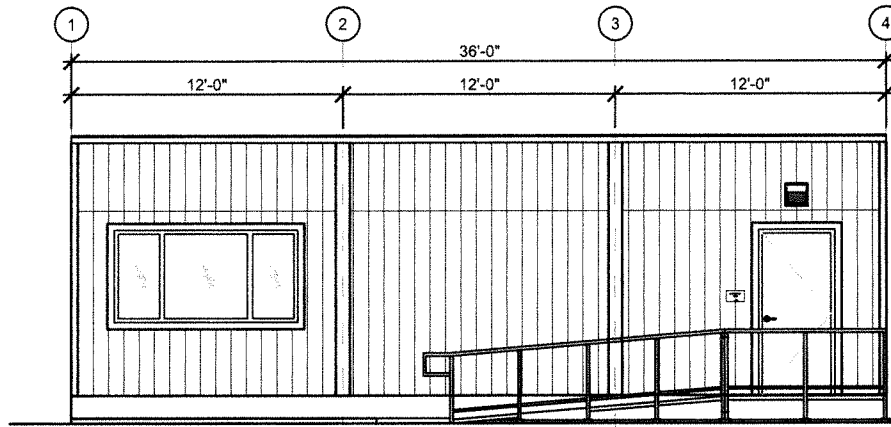
ITEM A



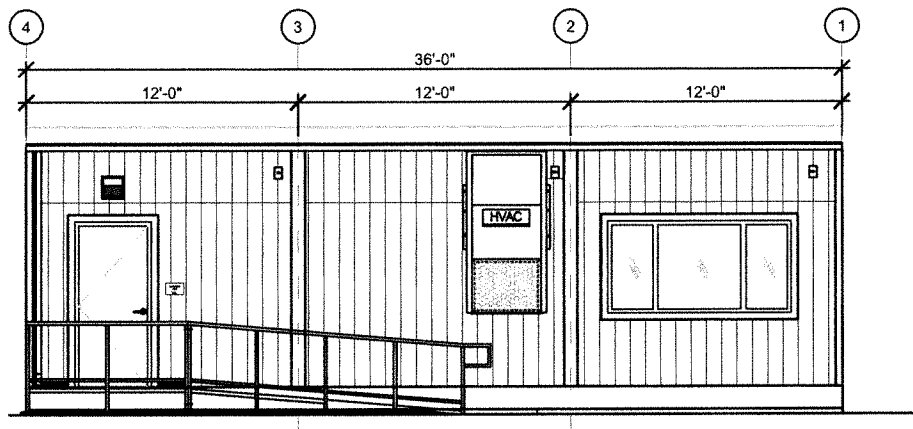
FLOOR PLAN

AVAILABLE AS SHOWN - LEFT HAND
OR OPPOSITE HAND - RIGHT HAND

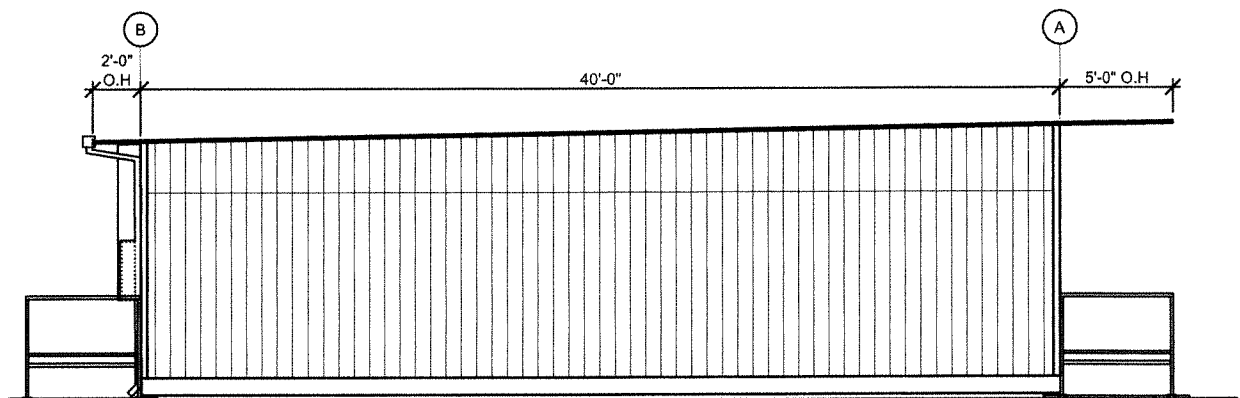
36' x 40' CLASSROOM	ITEM B
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REAR END/ENTRY ELEVATION



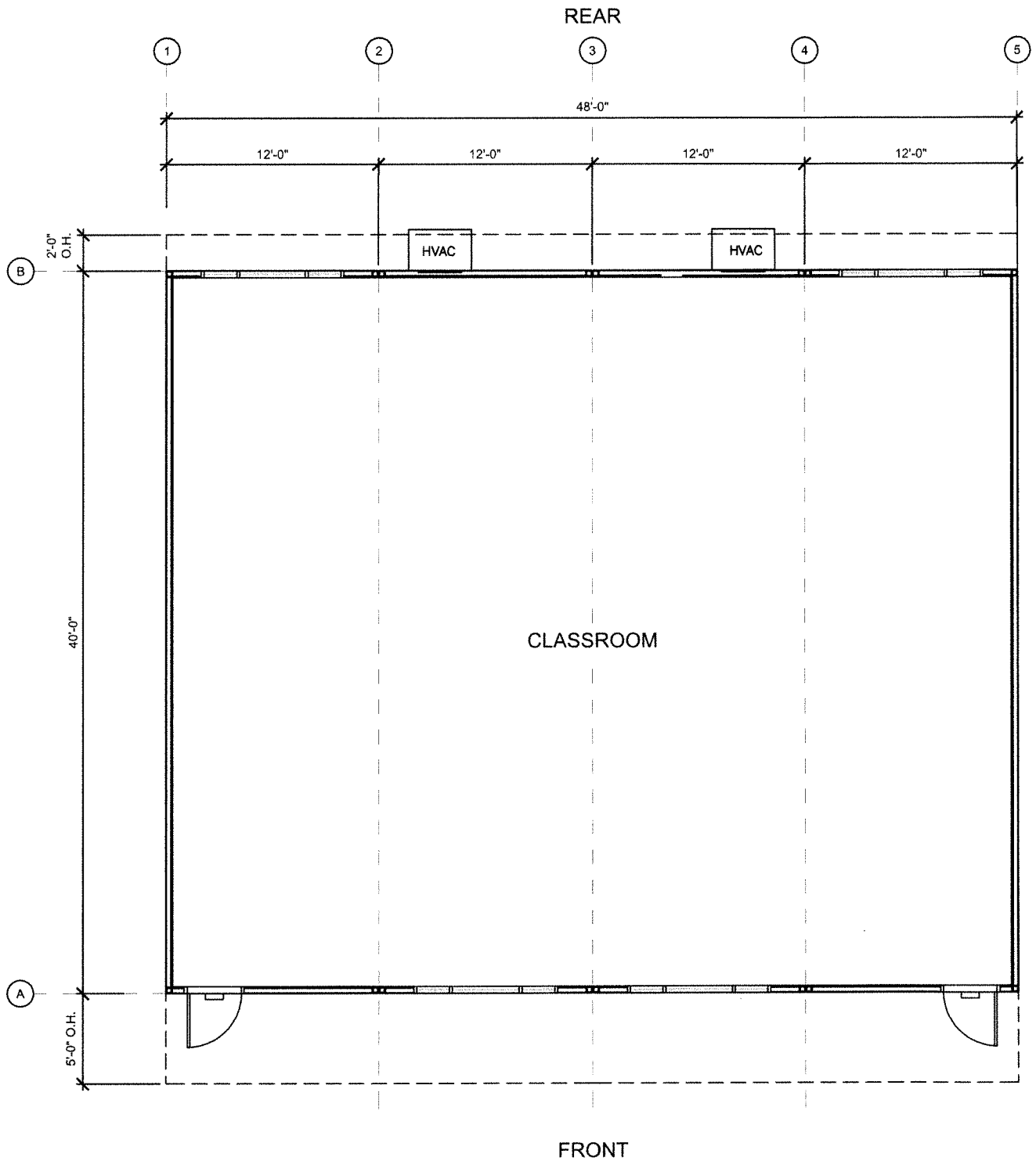
FRONT END/ENTRY ELEVATION



RIGHT SIDE ELEVATION

36'x40' CLASSROOM

ITEM B

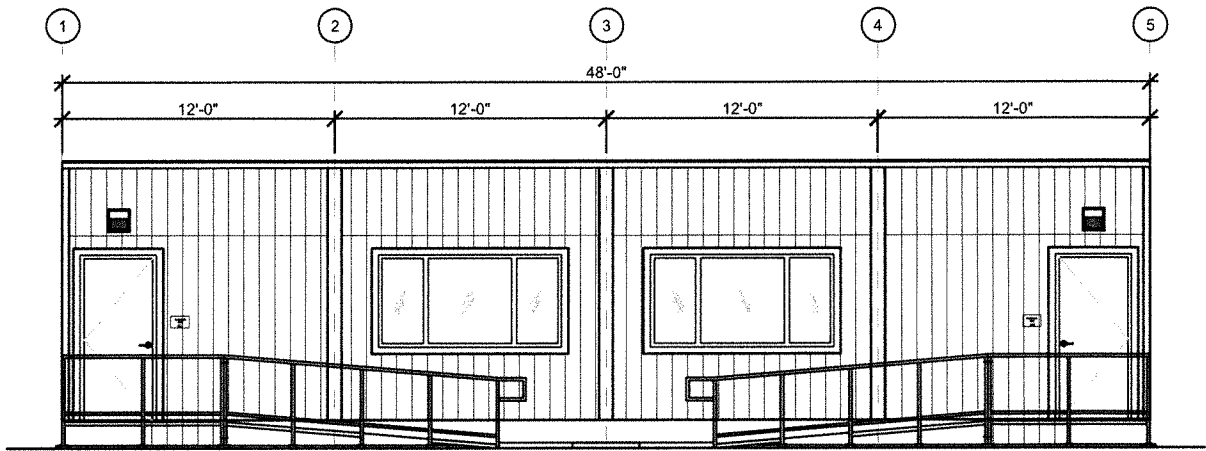


FLOOR PLAN

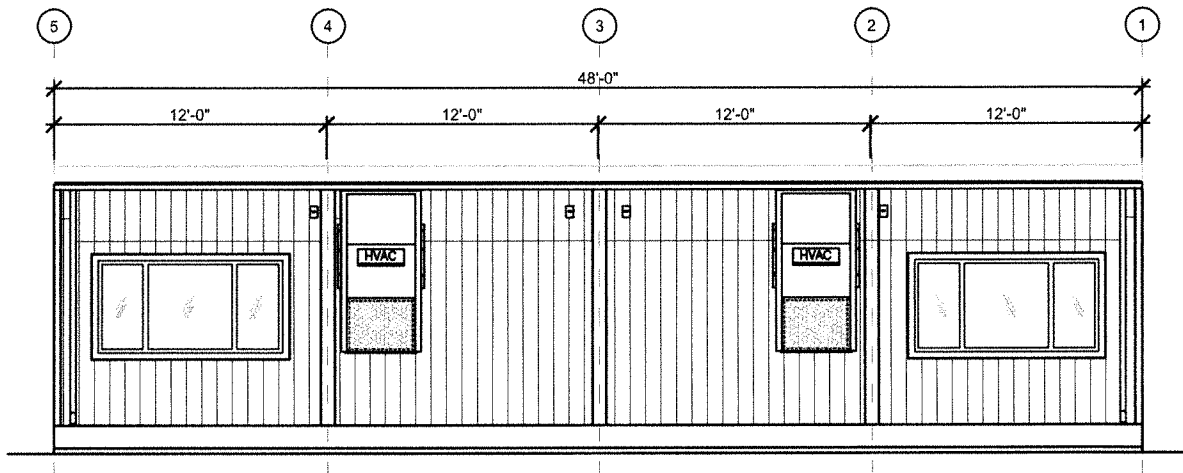
AVAILABLE AS SHOWN - LEFT HAND
OR OPPOSITE HAND - RIGHT HAND

48'X40' CLASSROOM

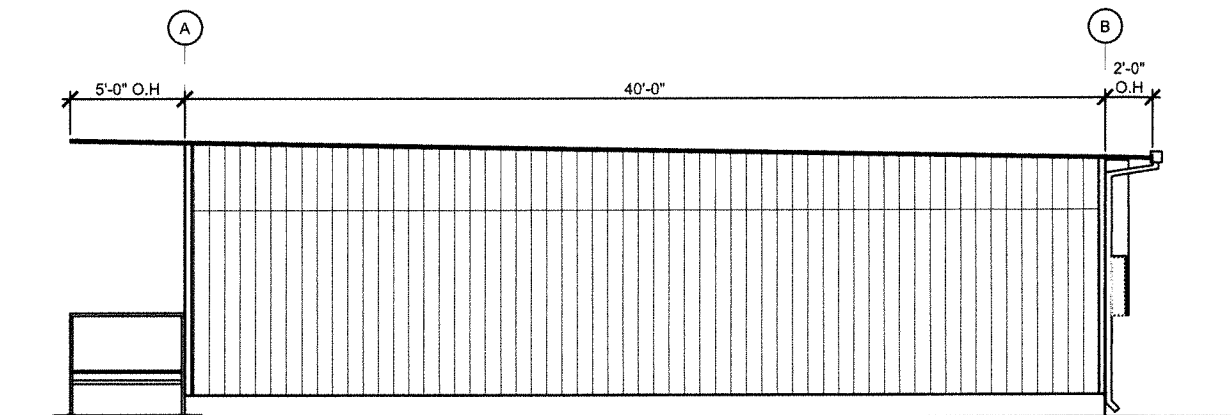
ITEM C



FRONT END/ENTRY ELEVATION



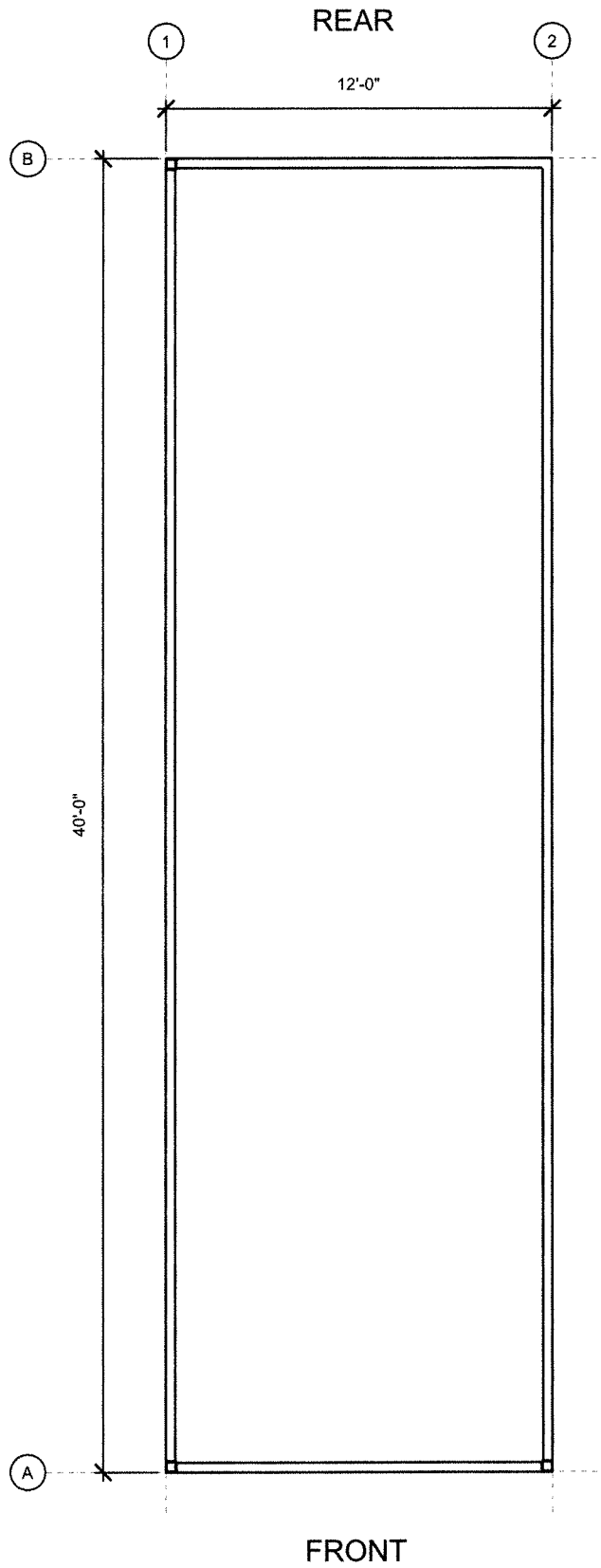
REAR END/ENTRY ELEVATION



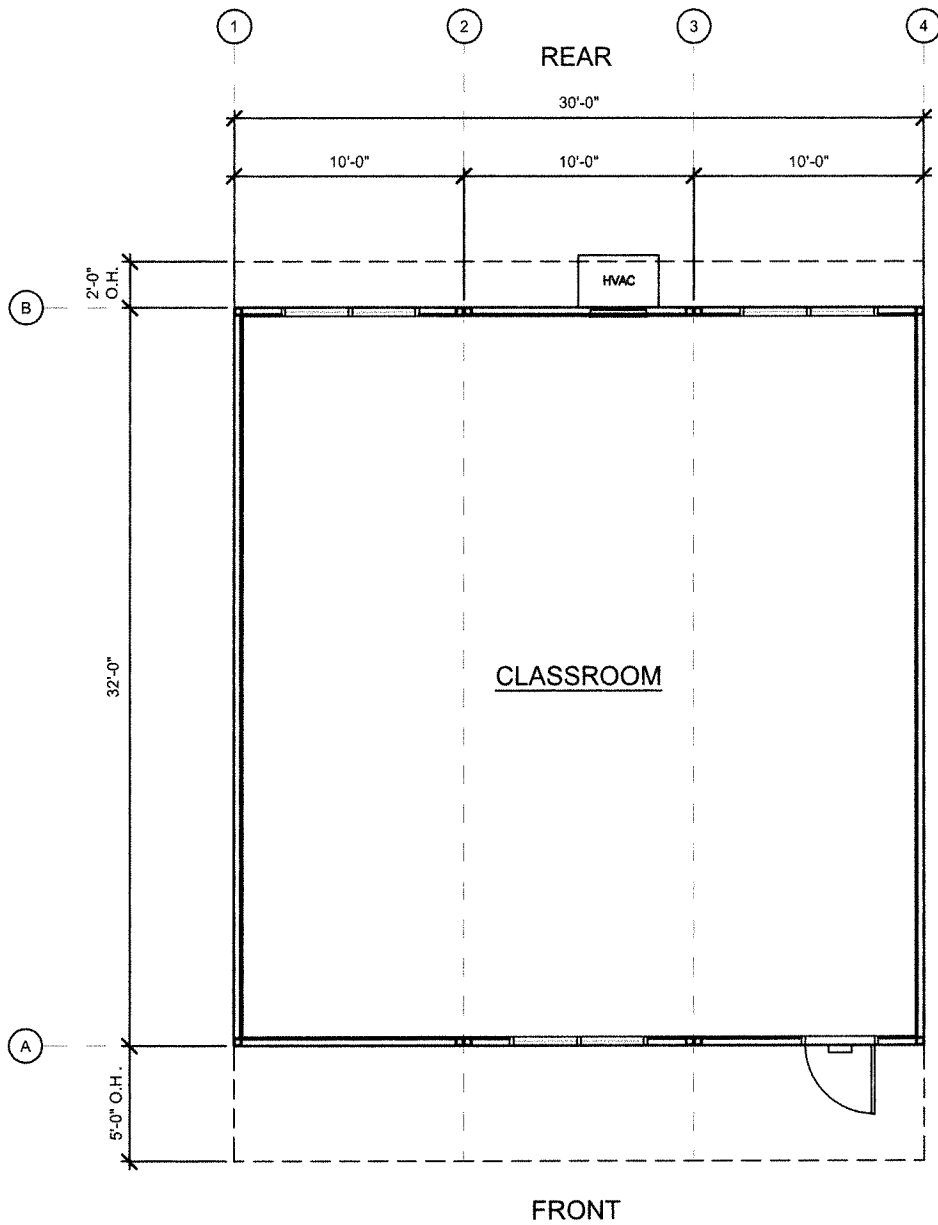
RIGHT SIDE ELEVATION

48'X40' CLASSROOM

ITEM C



12' MODULE	Additional Section	ITEM D
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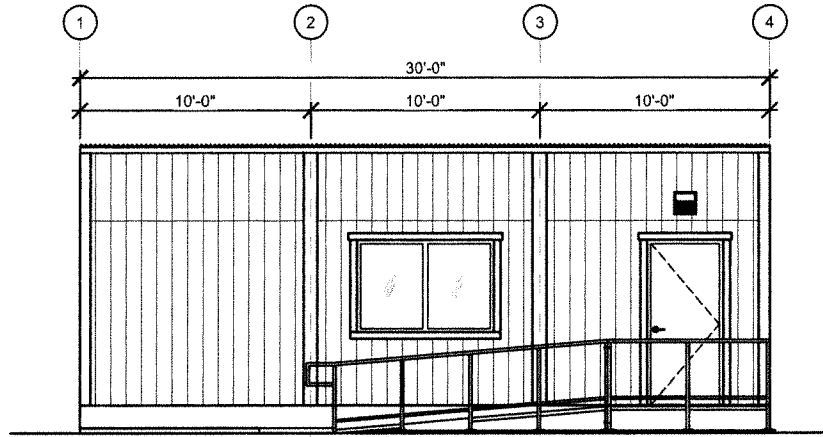


FLOOR PLAN

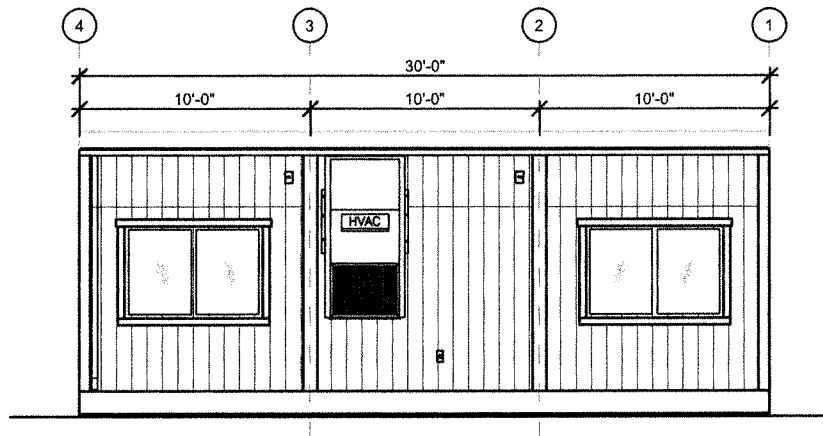
AVAILABLE AS SHOWN - LEFT HAND
OR OPPOSITE HAND - RIGHT HAND

30'X32' CLASSROOM

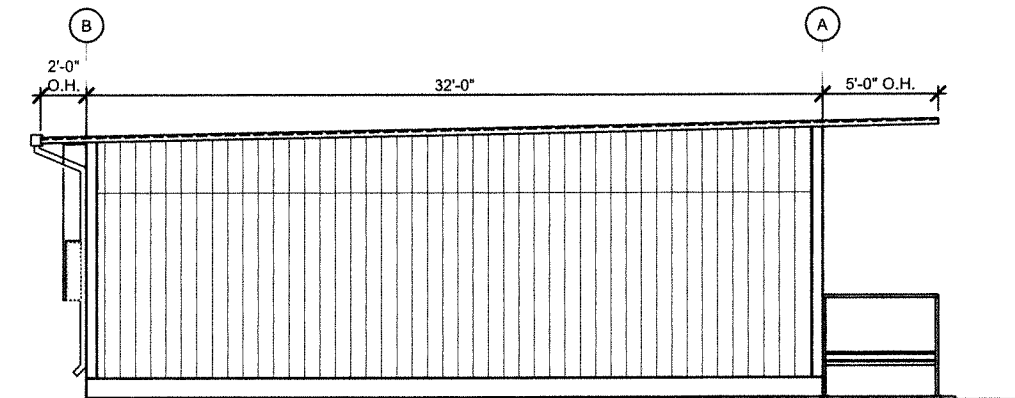
ITEM E



FRONT END/ ENTRY ELEVATION



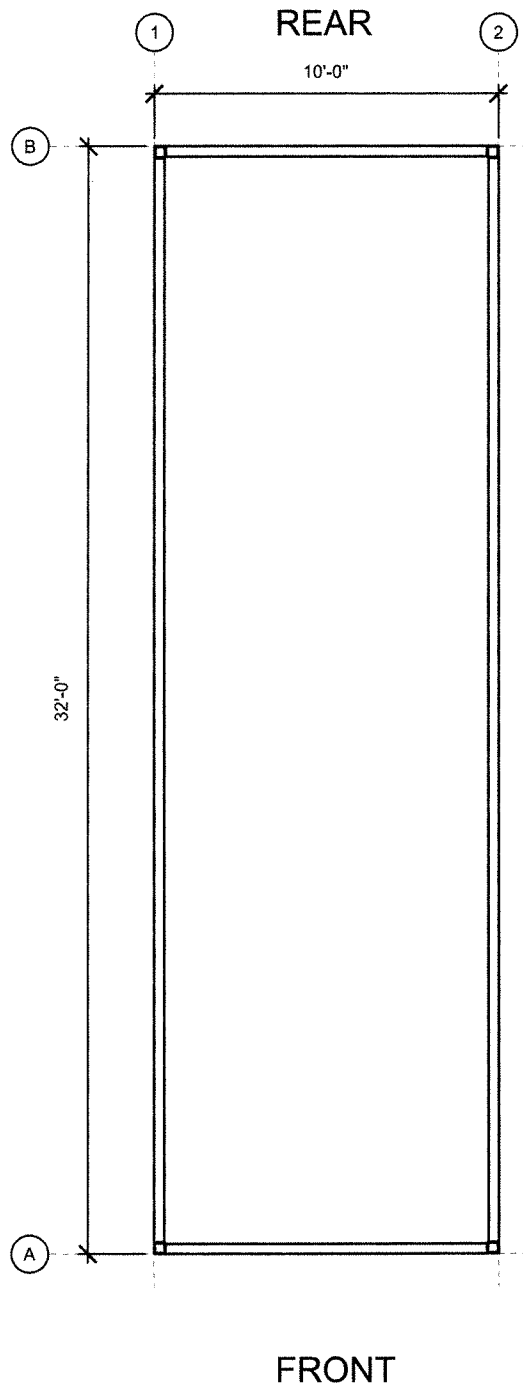
REAR END ELEVATION



SIDE ELEVATION

30'X32' CLASSROOM

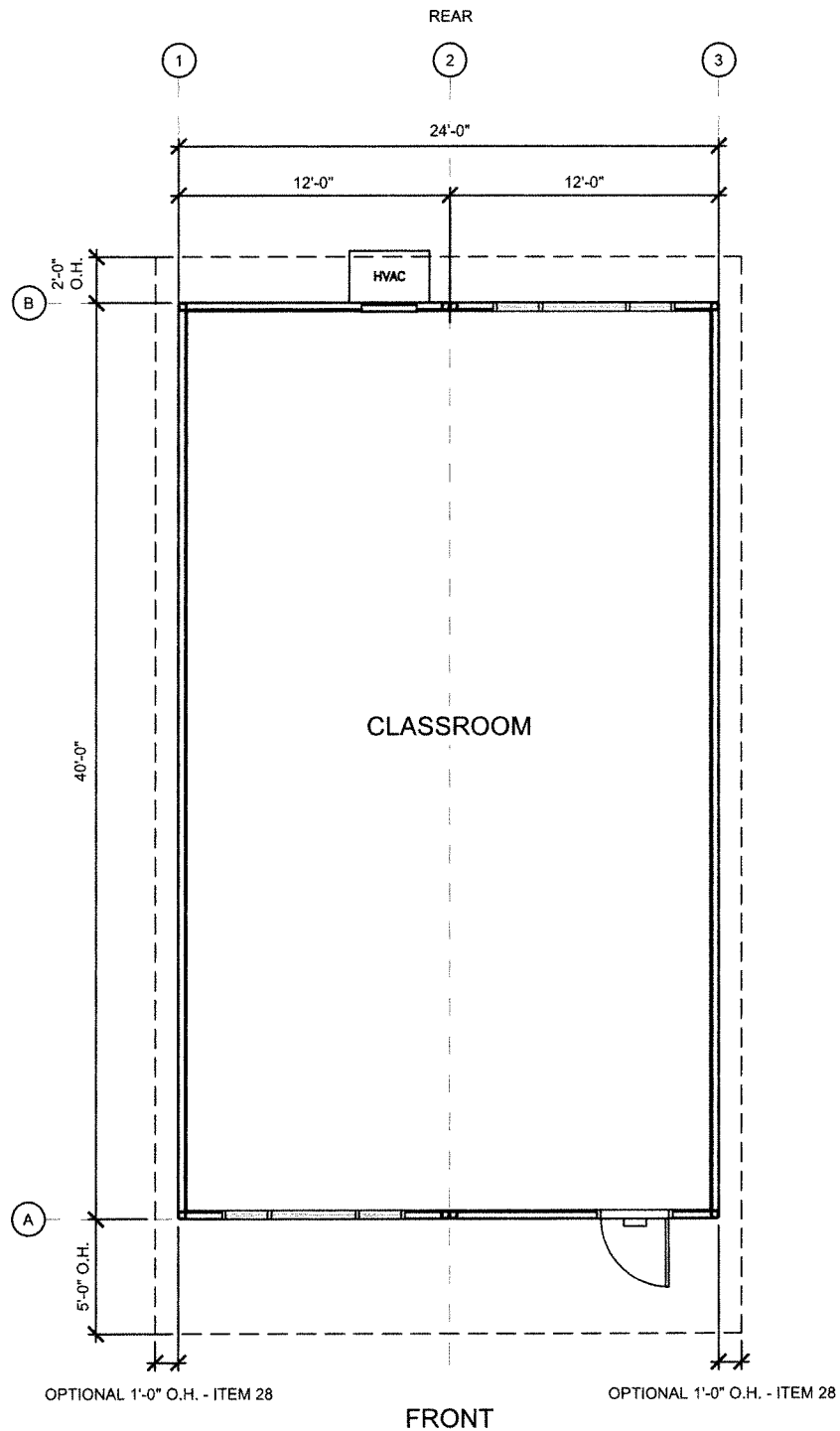
ITEM E



10' MODULE

Additional Section

ITEM F

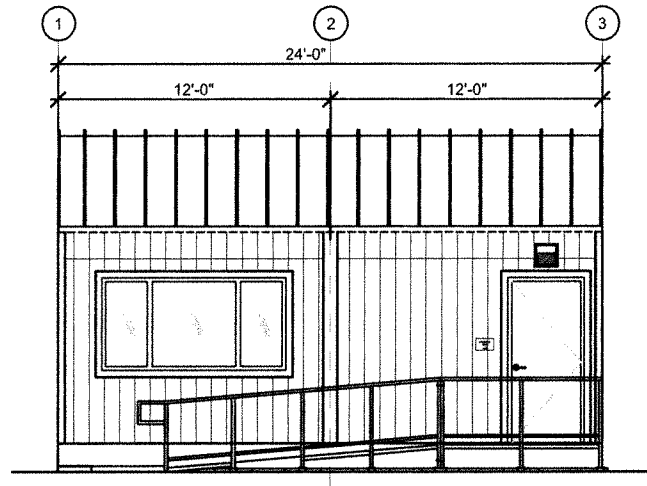


FLOOR PLAN

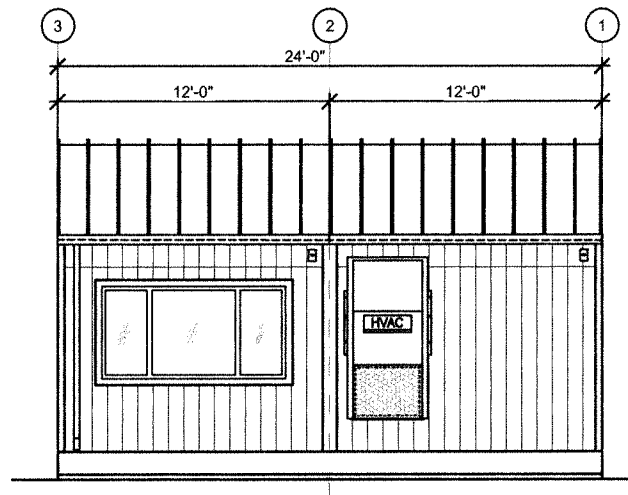
AVAILABLE AS SHOWN - LEFT HAND
OR OPPOSITE HAND - RIGHT HAND

24'X40' CLASSROOM

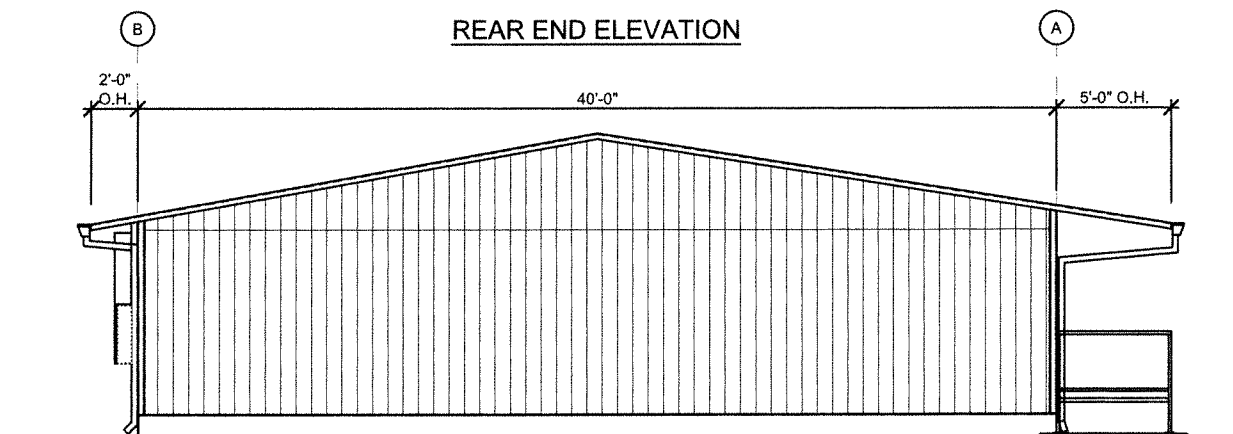
ITEM G



FRONT END/ENTRY ELEVATION



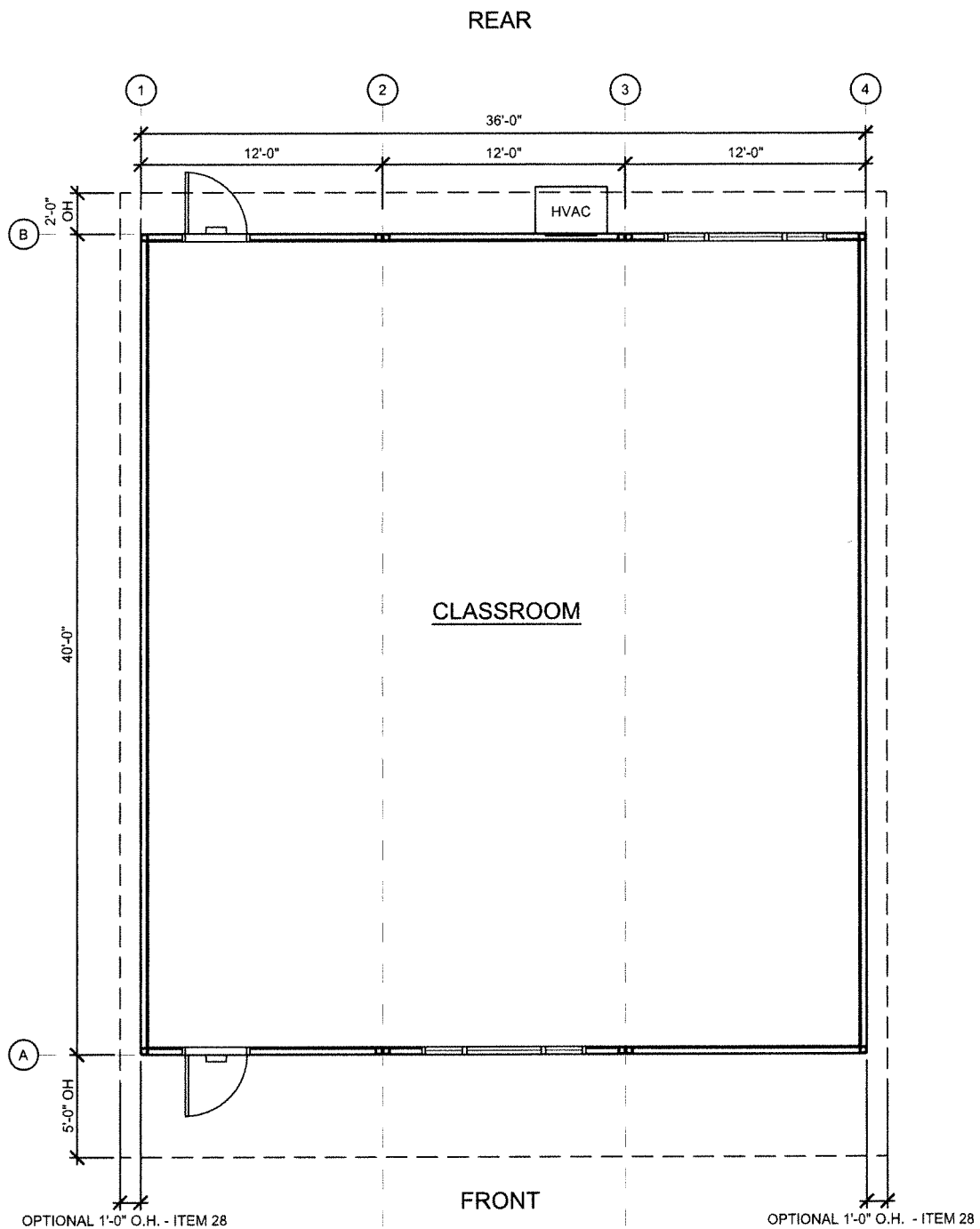
REAR END ELEVATION



SIDE ELEVATION

24'X40' CLASSROOM

ITEM G

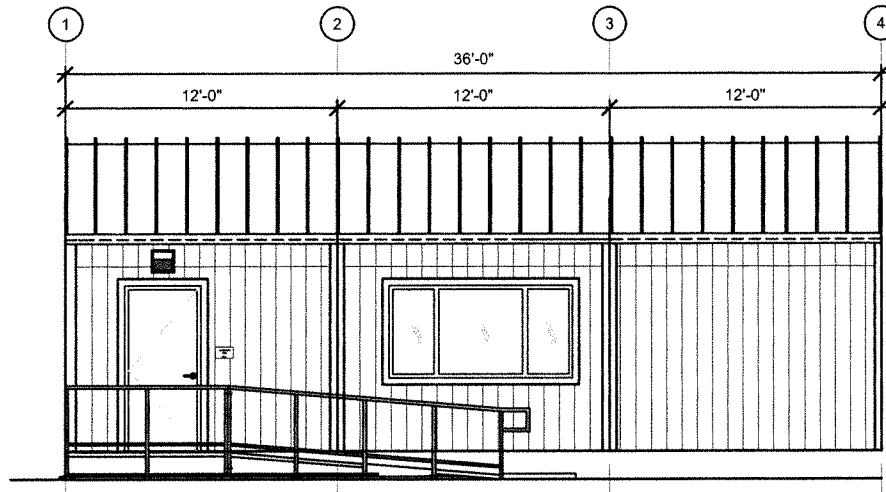


FLOOR PLAN

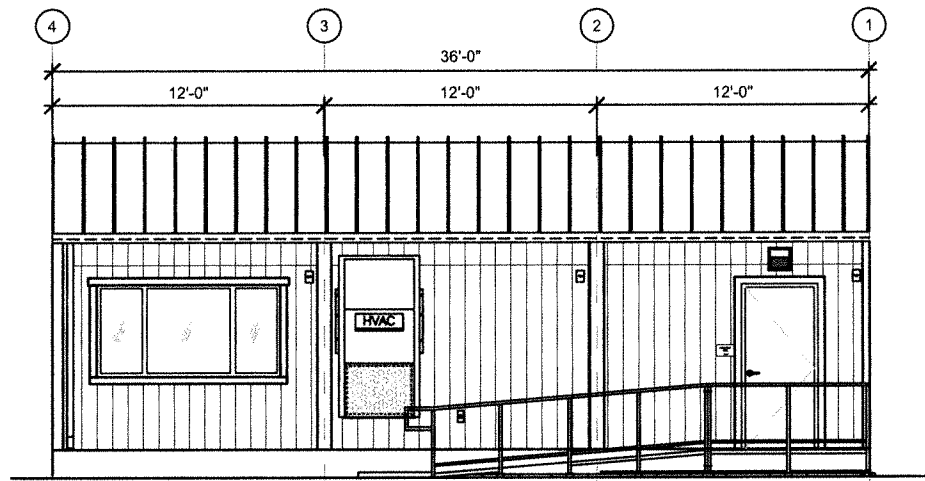
AVAILABLE AS SHOWN - LEFT HAND
OR OPPOSITE HAND - RIGHT HAND

36'x40' CLASSROOM

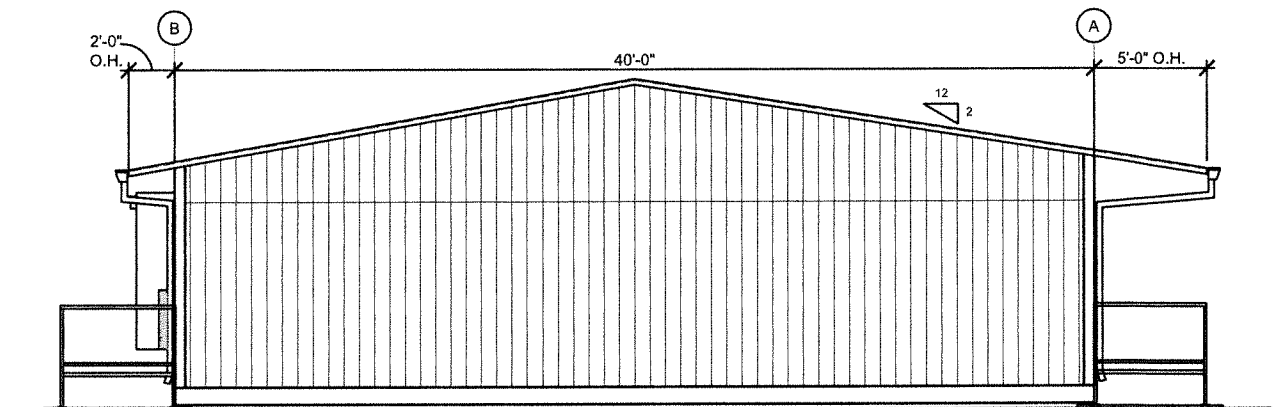
ITEM H



FRONT END/ENTRY ELEVATION



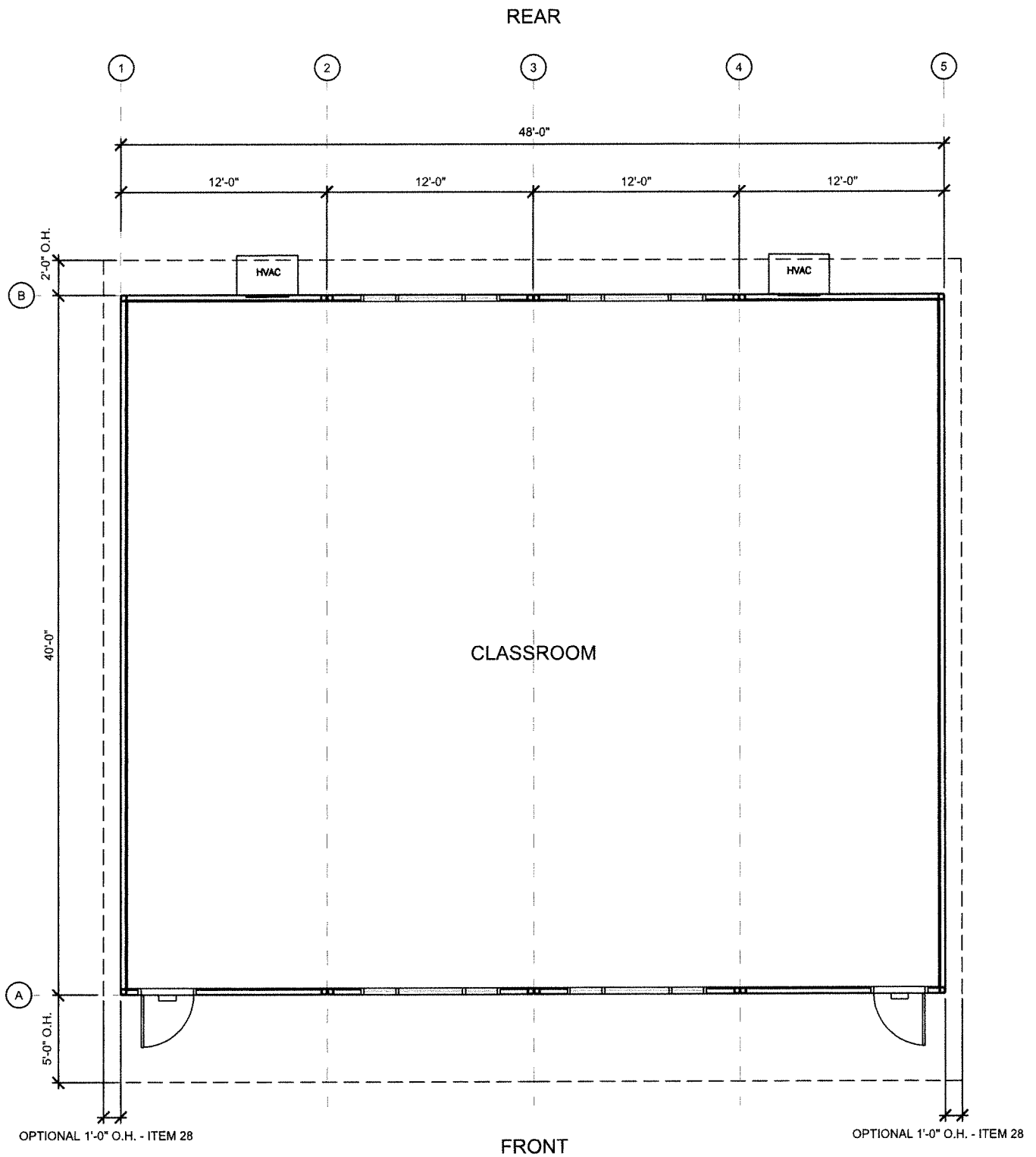
REAR END/ENTRY ELEVATION



RIGHT SIDE ELEVATION

36'x40' CLASSROOM

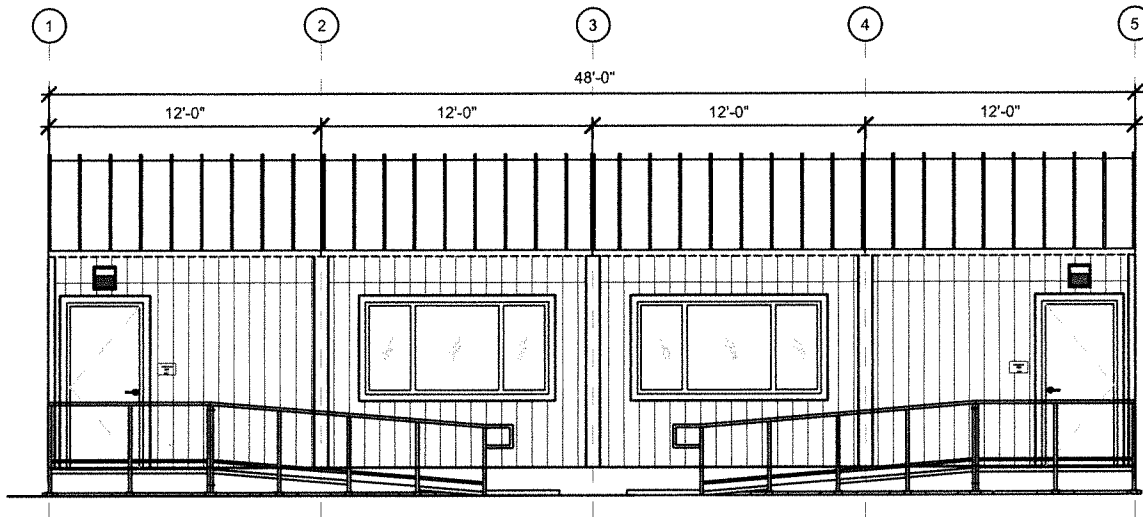
ITEM H



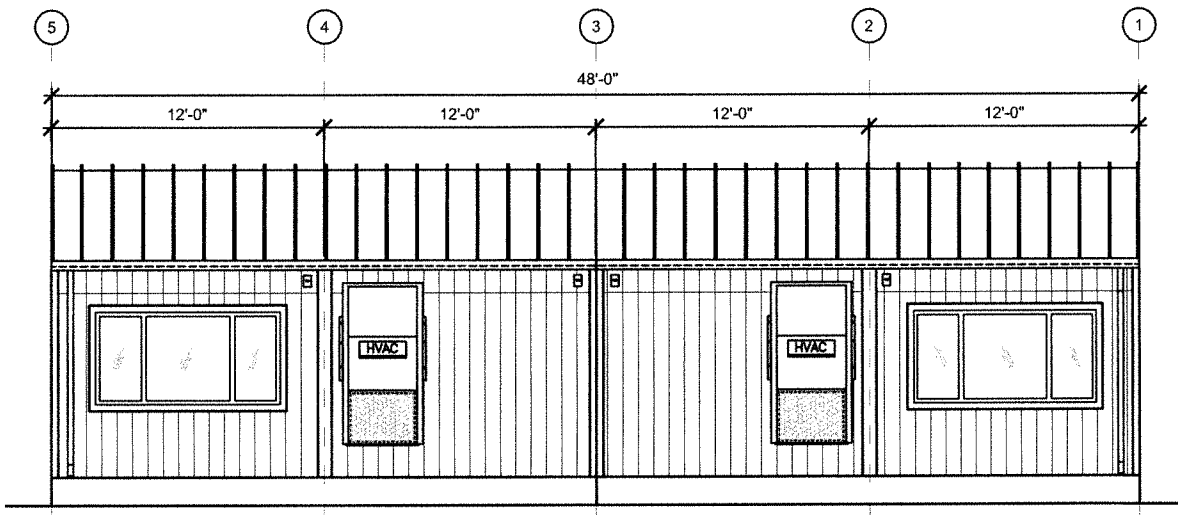
FLOOR PLAN

AVAILABLE AS SHOWN - LEFT HAND
OR OPPOSITE HAND - RIGHT HAND

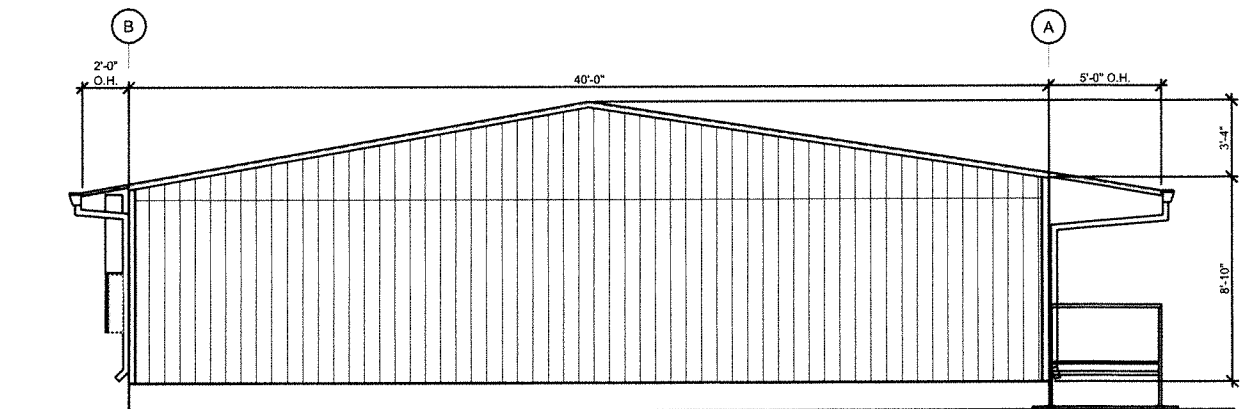
48'X40' CLASSROOM	ITEM I
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FRONT EXTERIOR ELEVATION



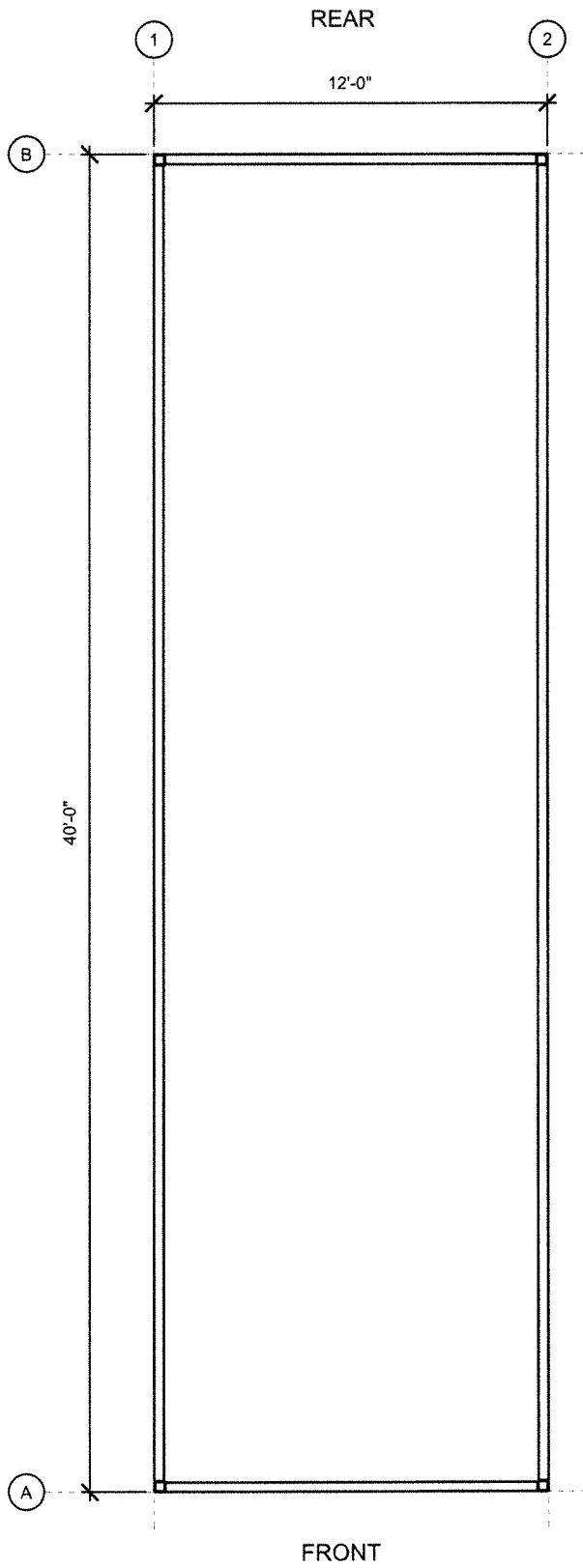
REAR EXTERIOR ELEVATION



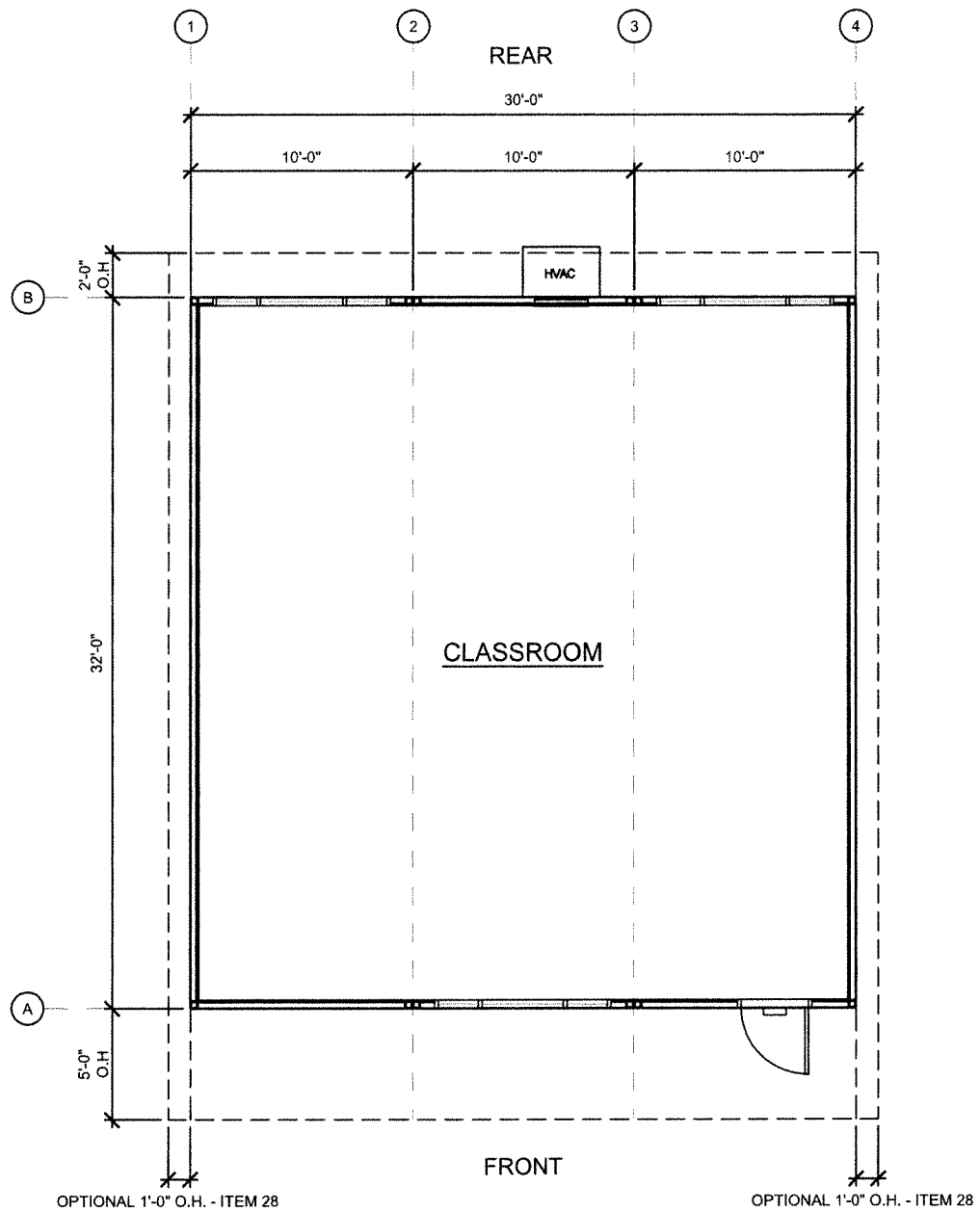
SIDE EXTERIOR ELEVATION

48'X40' CLASSROOM

ITEM I



12' MODULE	Additional Section	ITEM J
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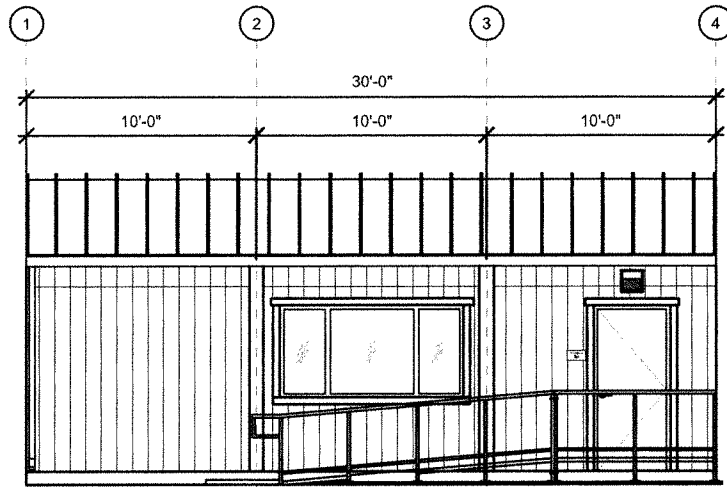


FLOOR PLAN

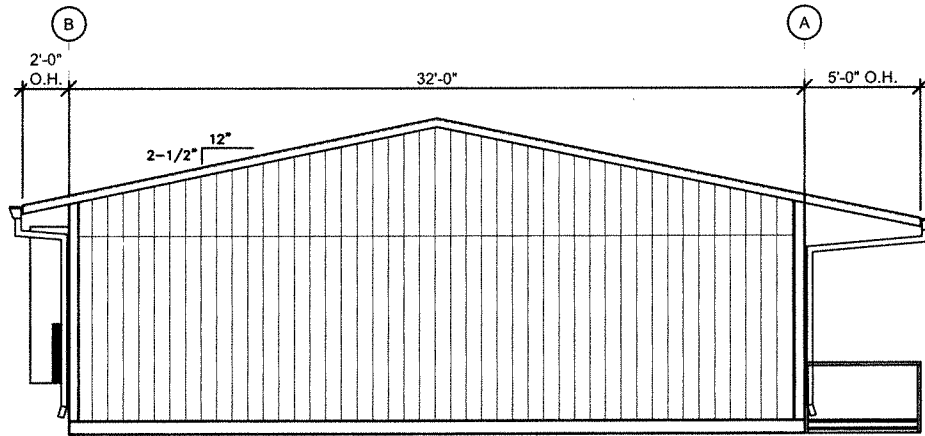
AVAILABLE AS SHOWN - LEFT HAND
OR OPPOSITE HAND - RIGHT HAND

30'X32' CLASSROOM

ITEM K



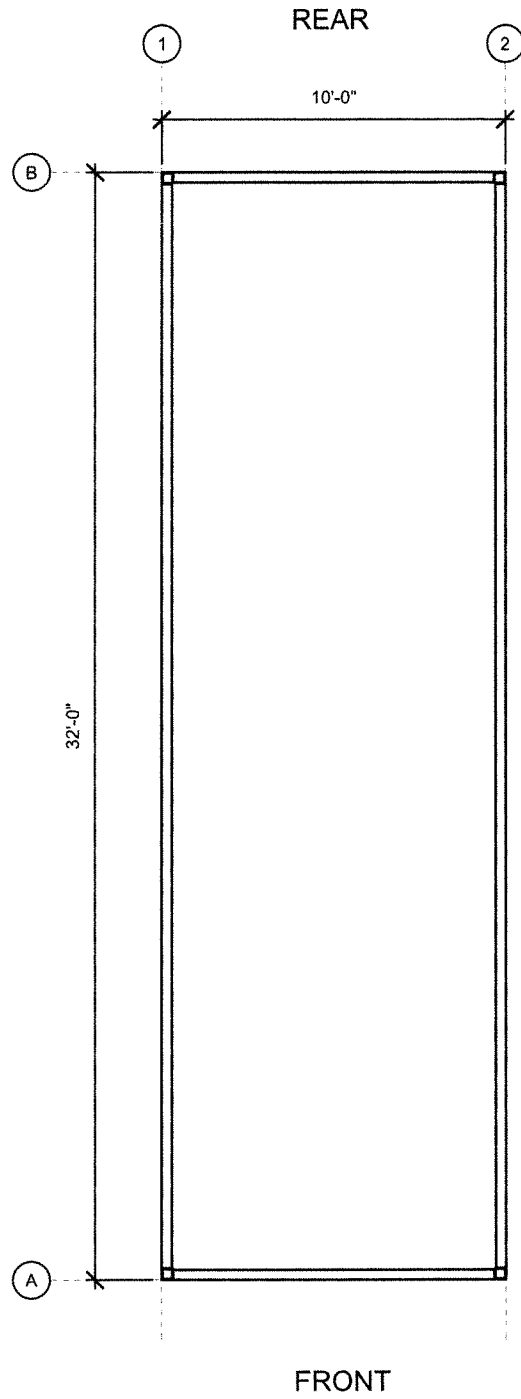
FRONT EXTERIOR ELEVATION



SIDE EXTERIOR ELEVATION

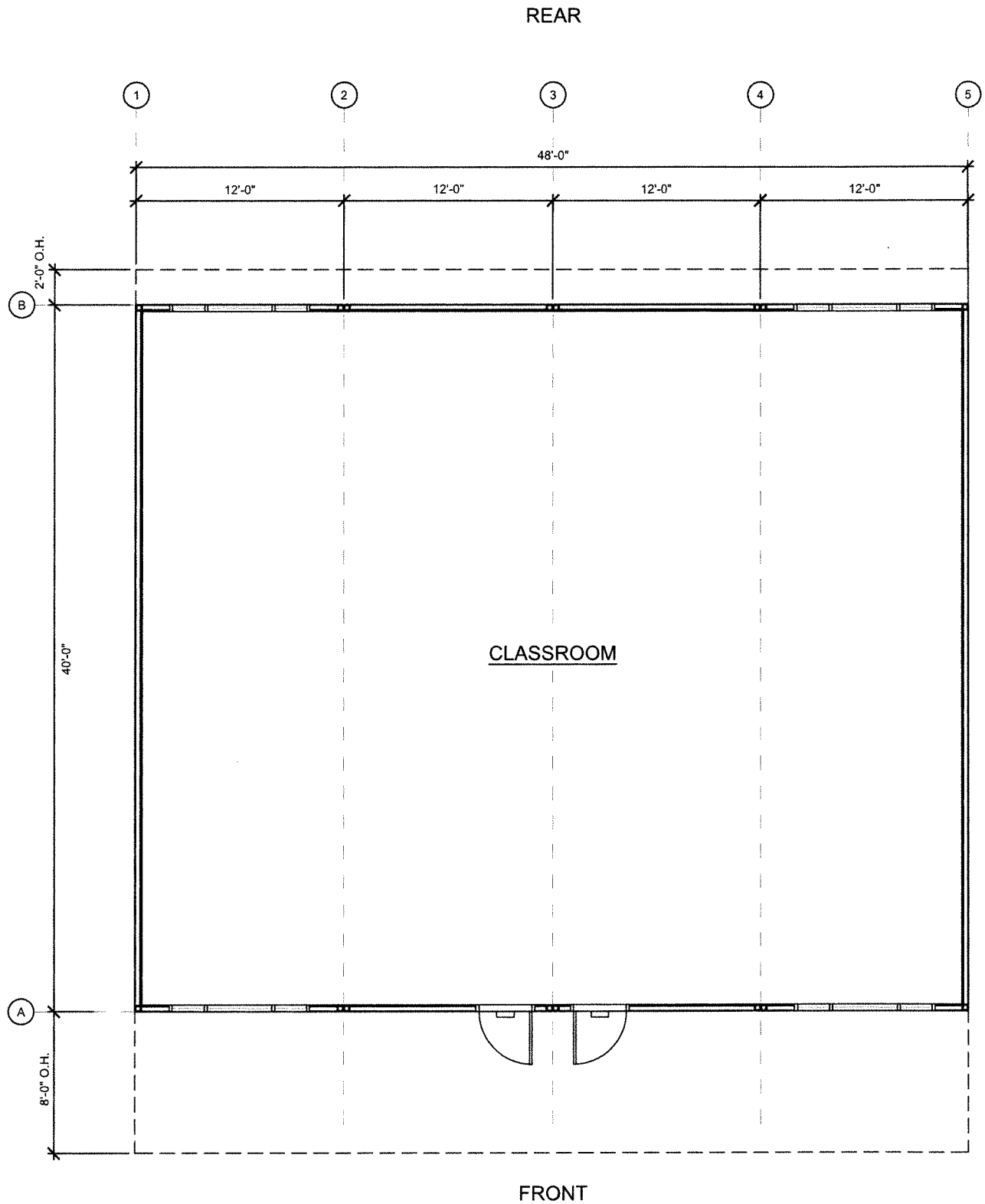
30'X32' CLASSROOM

ITEM K



10' MODULE Additional Section-Steep Pitch

ITEM L



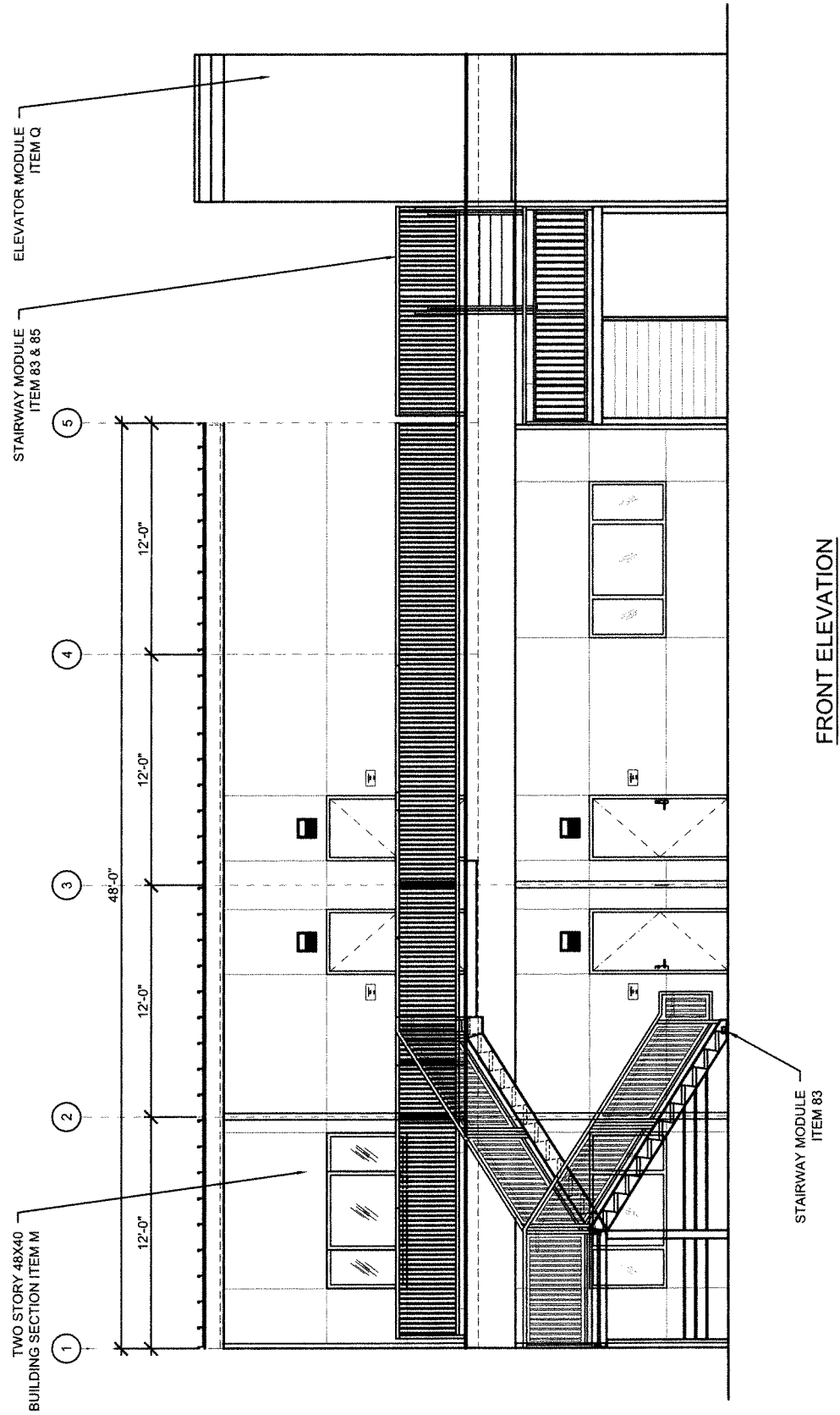
FLOOR PLAN

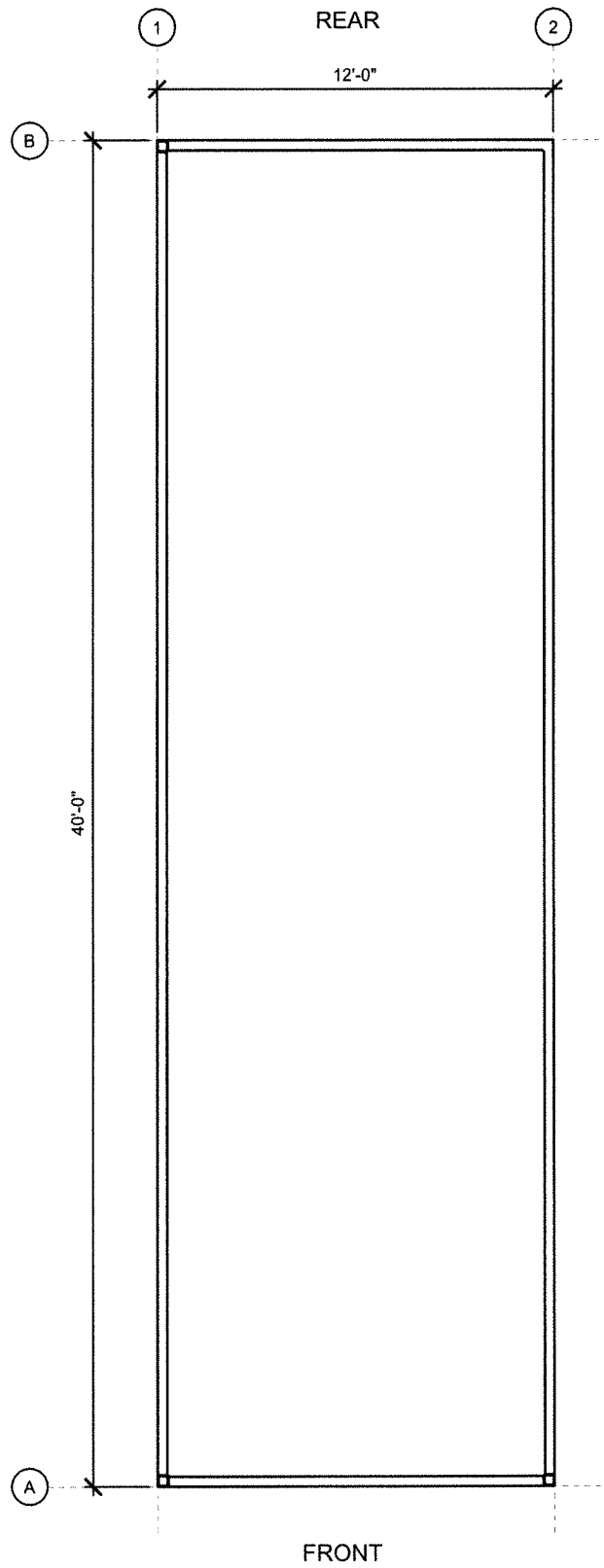
AVAILABLE AS SHOWN - LEFT HAND
OR OPPOSITE HAND - RIGHT HAND

48'X40' CLASSROOM TWO STORY

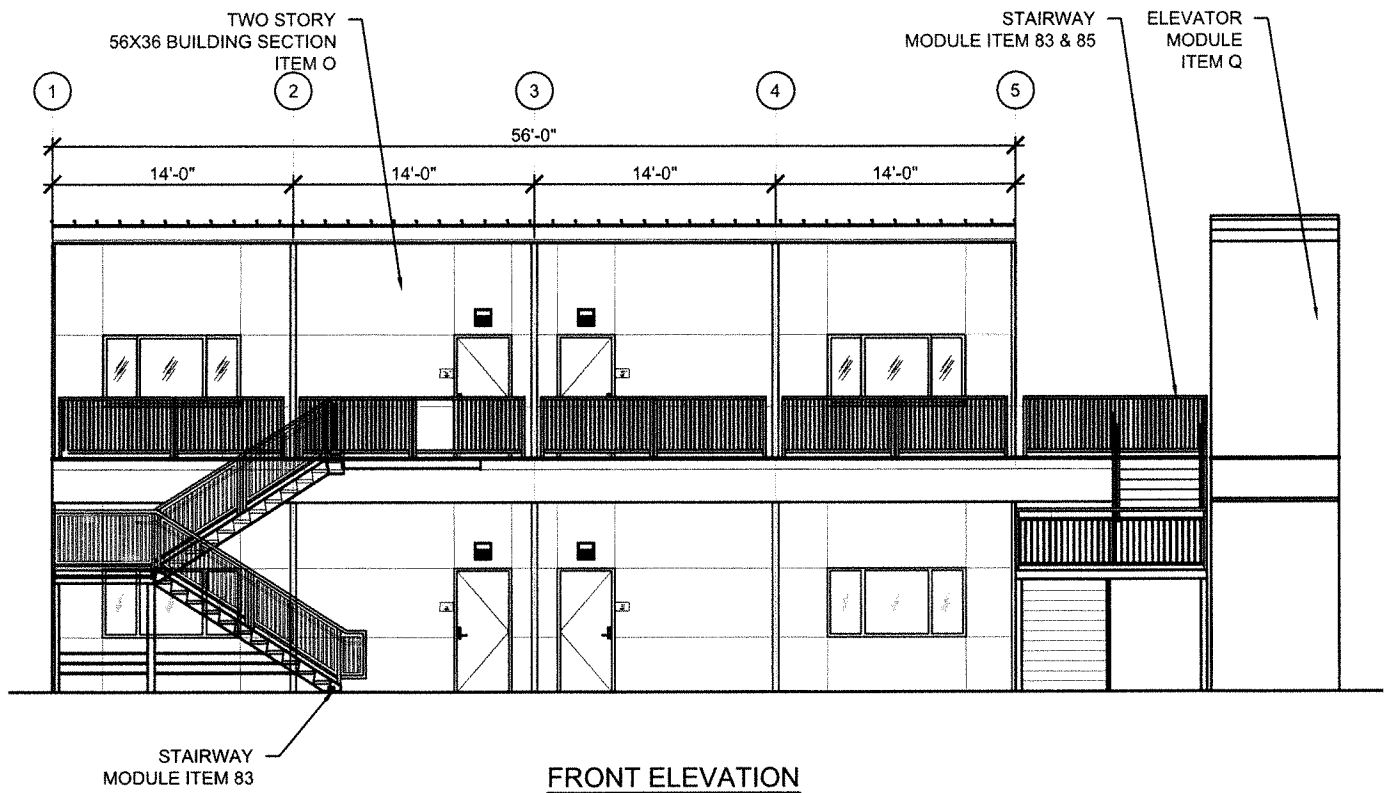
ITEM M & Q

48'X40' CLASSROOM	ITEM M & Q
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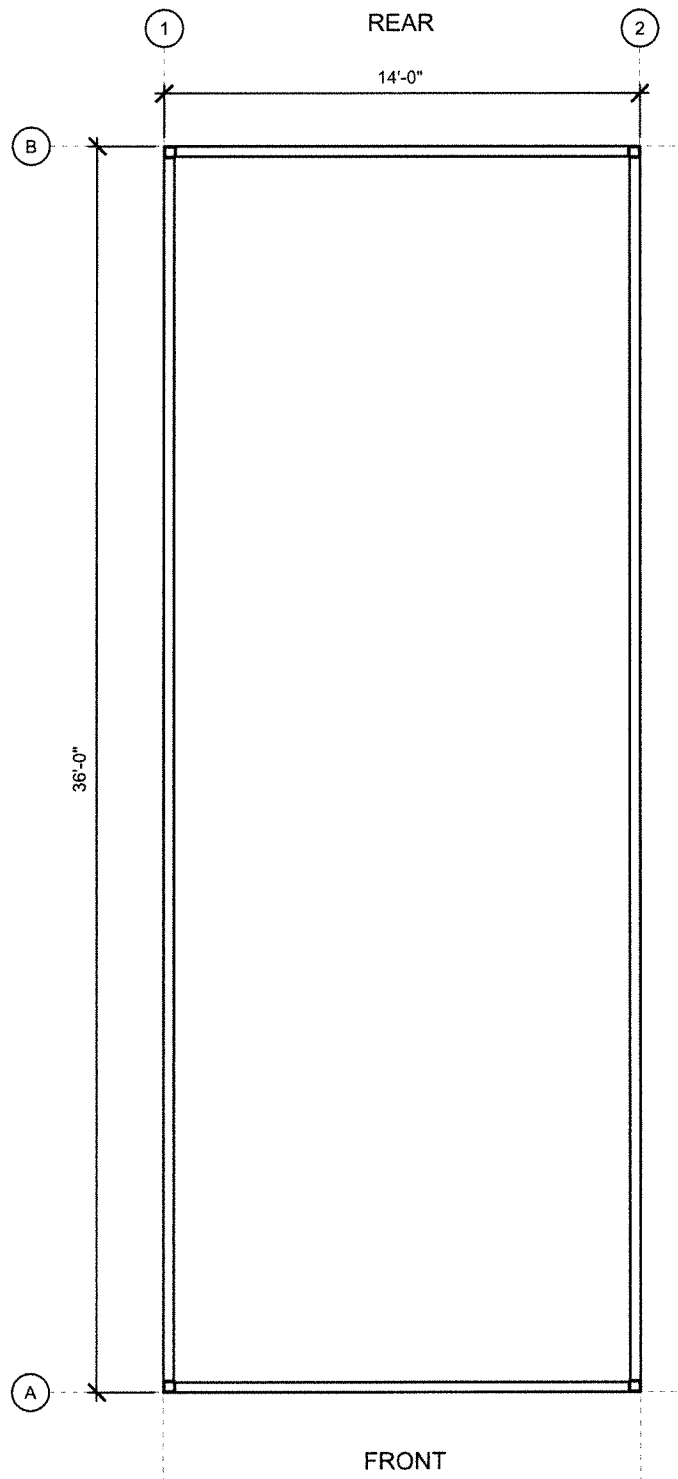


12'x40' MODULE	Two Story	ITEM N
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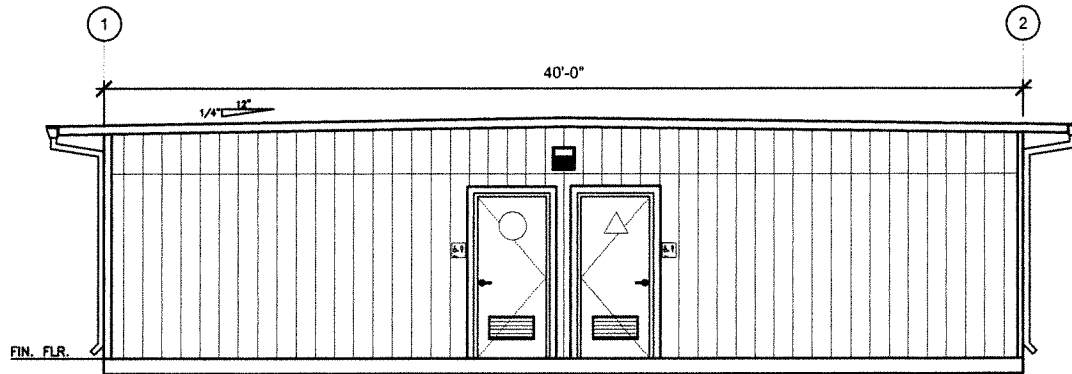


56 X 36 CLASSROOM TWO STORY

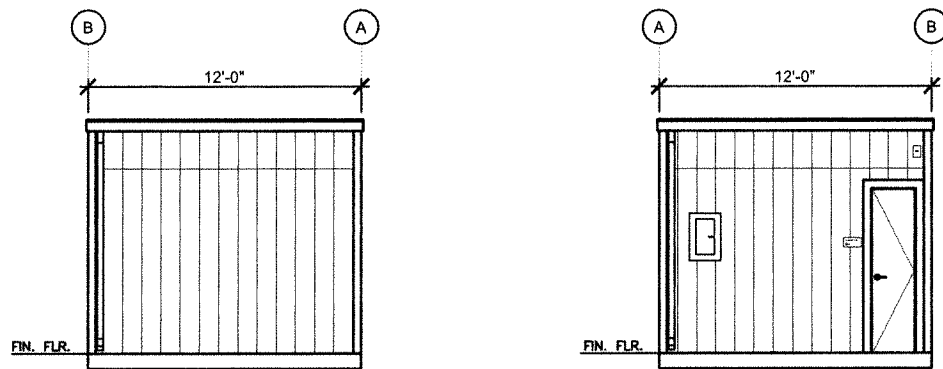
ITEM O and Q



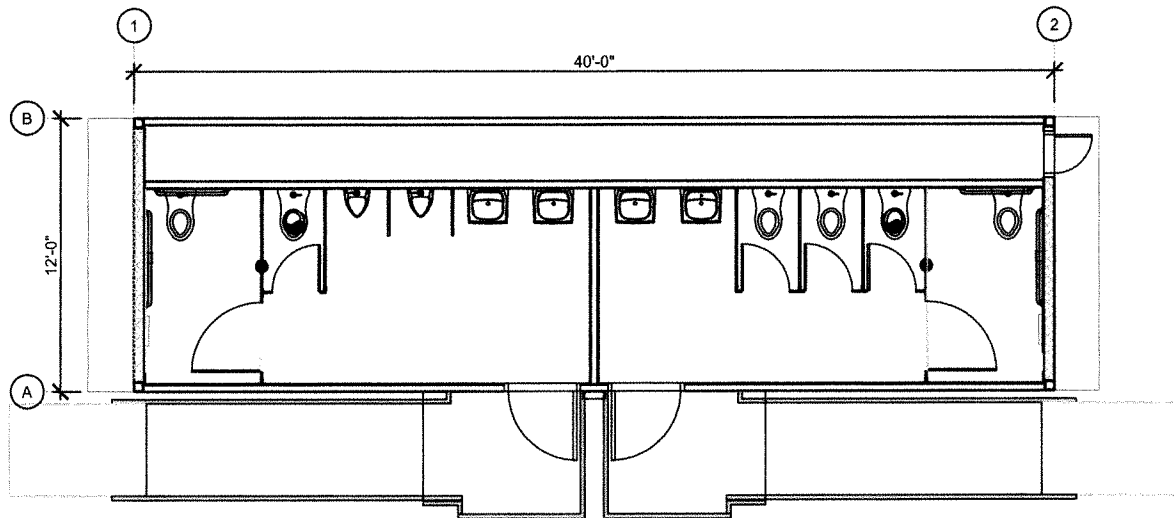
14'x36' MODULE	TWO STORY	ITEM P
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FRONT WALL ELEVATION



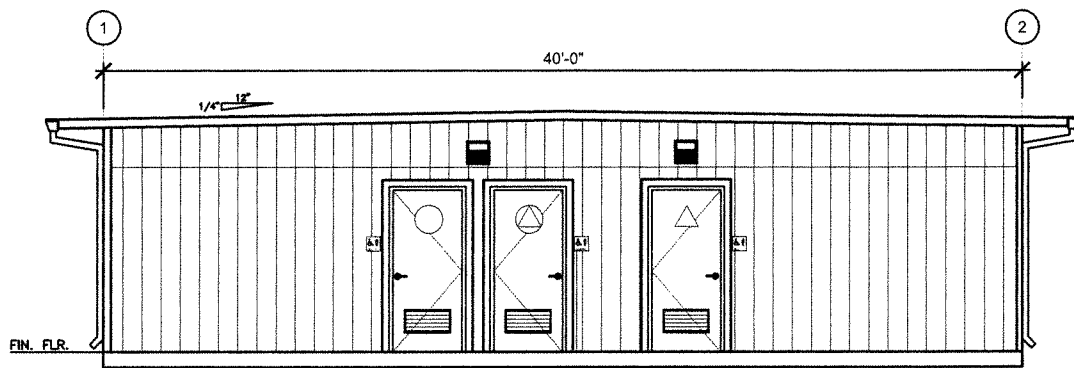
END WALL ELEVATIONS



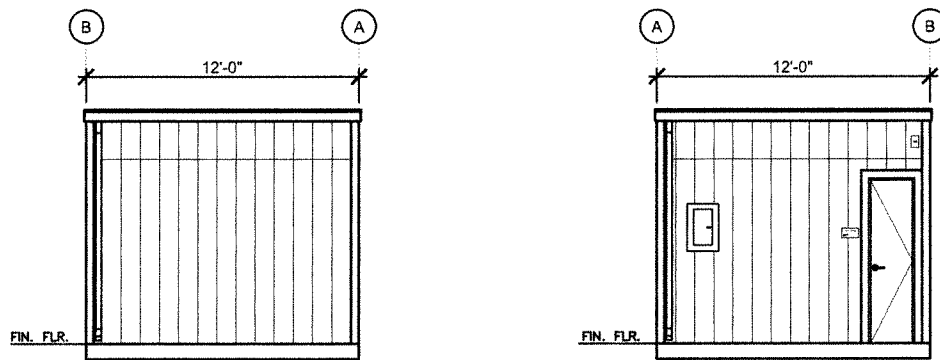
FLOOR PLAN

12X40 BOY/GIRL RESTROOM
A - BUILDING

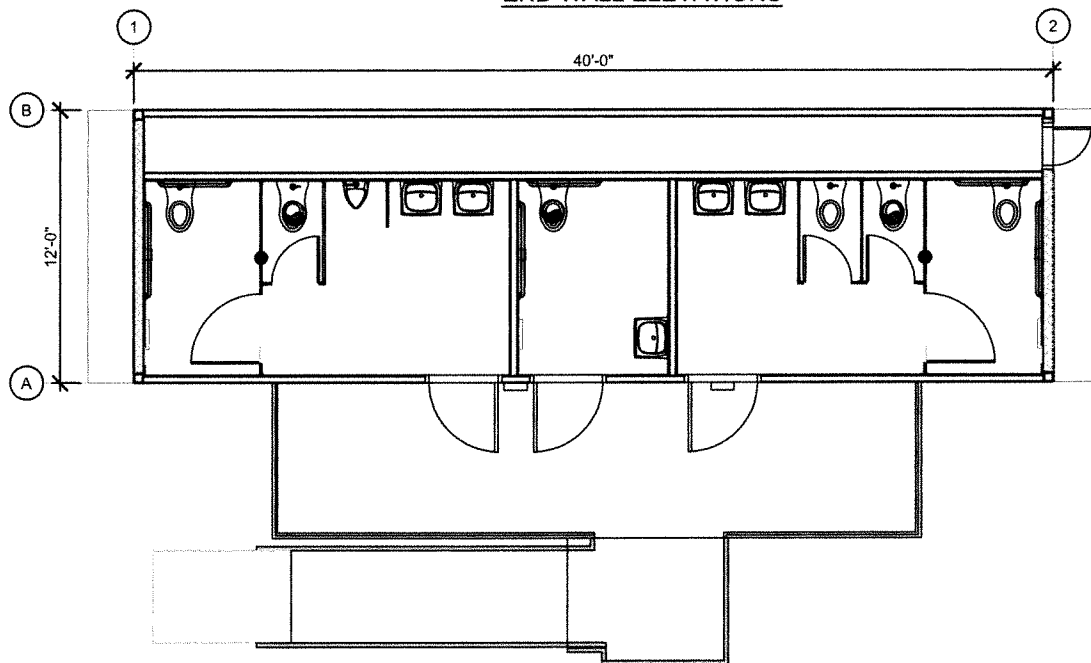
ITEM R



FRONT WALL ELEVATION



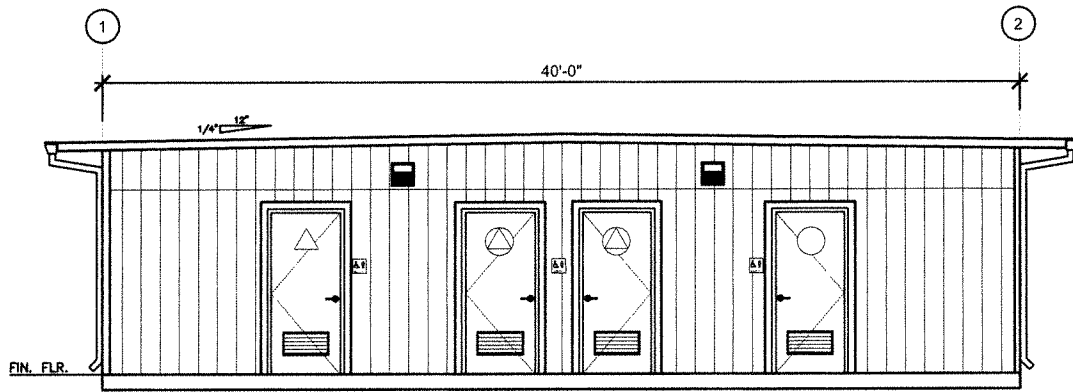
END WALL ELEVATIONS



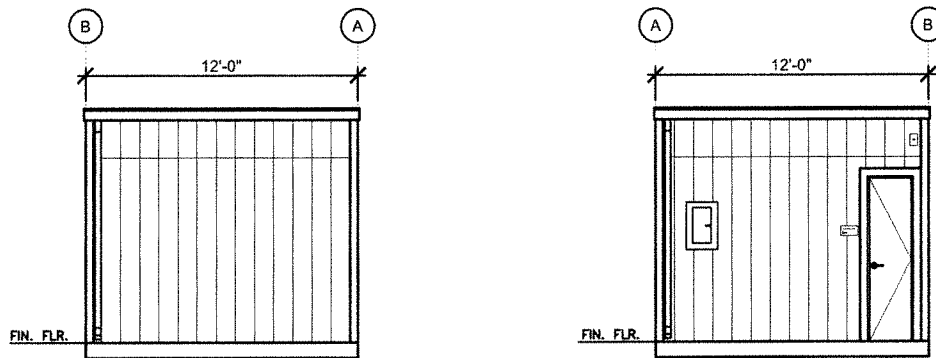
FLOOR PLAN

12X40 BOY/STAFF/GIRLS
RESTROOM - B - BUILDING

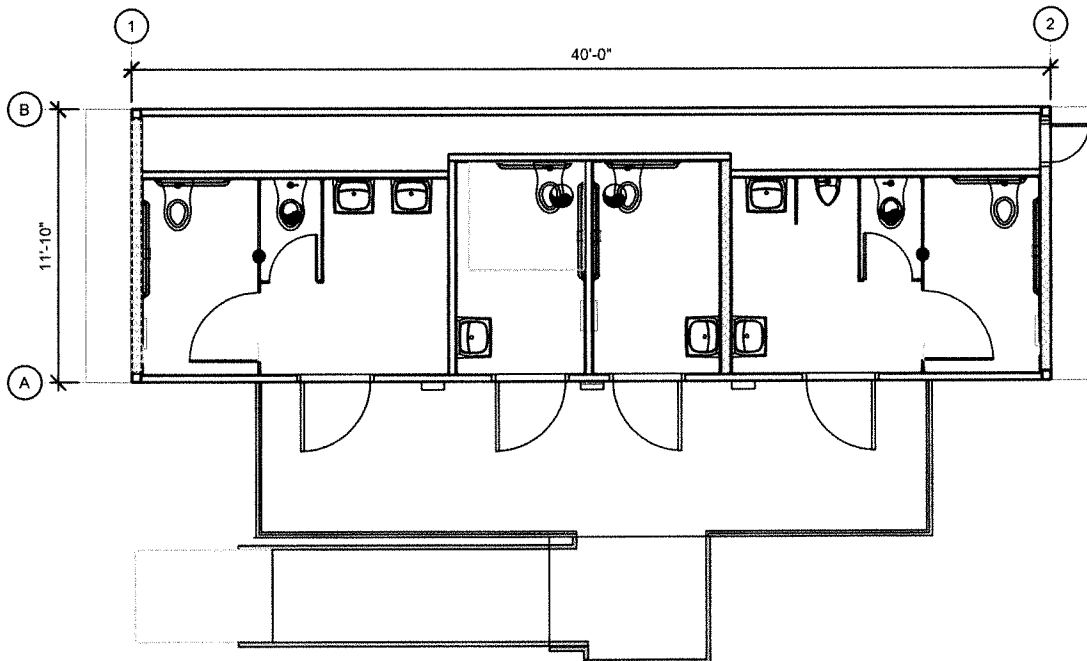
ITEM S



FRONT WALL ELEVATION



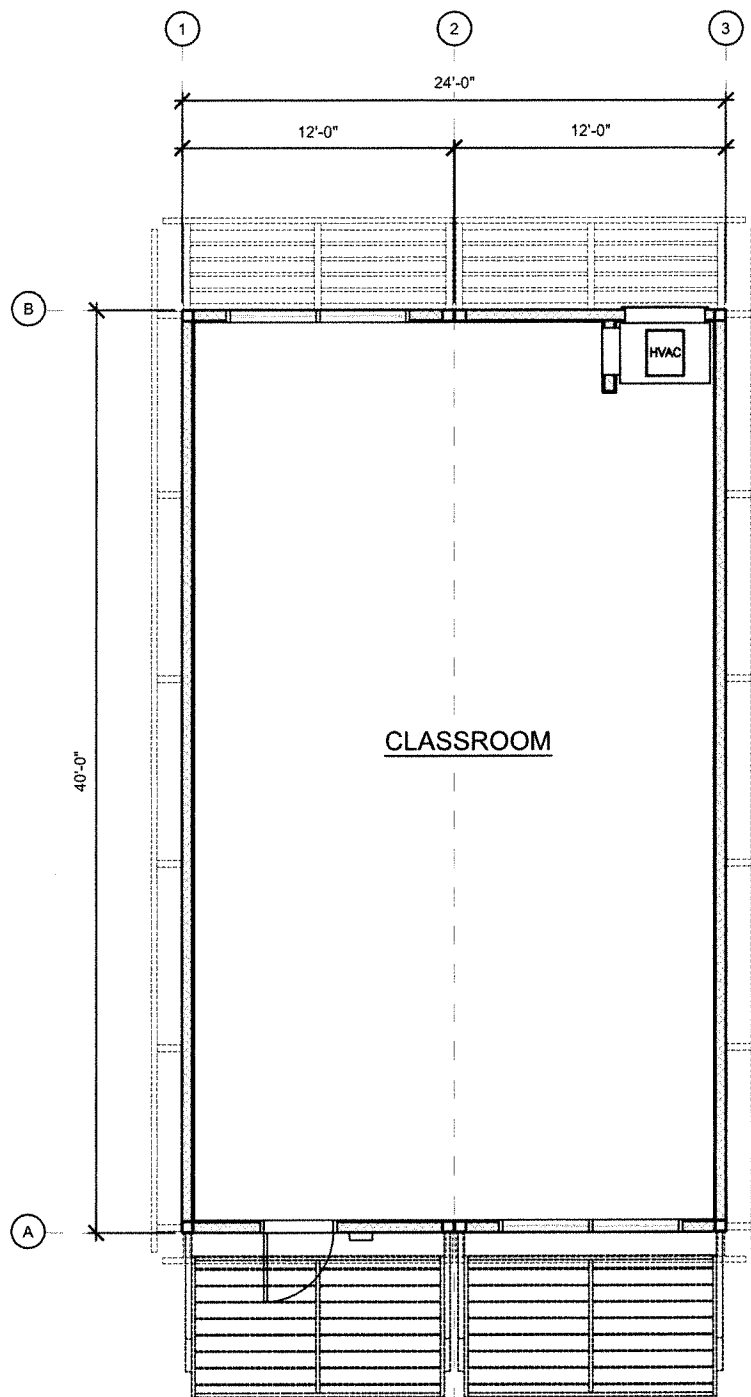
END WALL ELEVATIONS



FLOOR PLAN

12X40' BOYS/STAFF/STAFF/GIRLS
RESTROOM - C - BUILDING

ITEM T



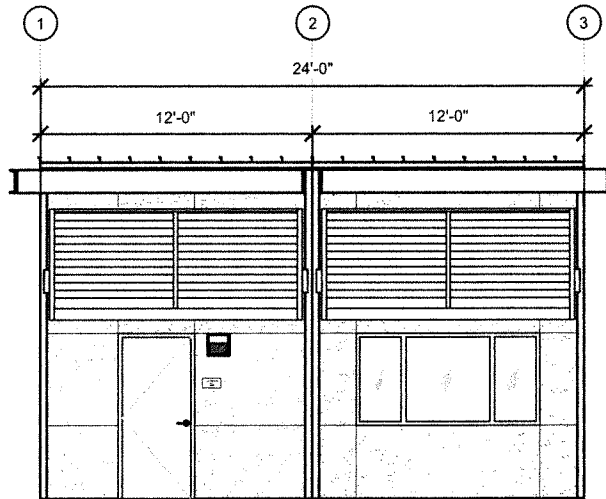
FRONT

FLOOR PLAN

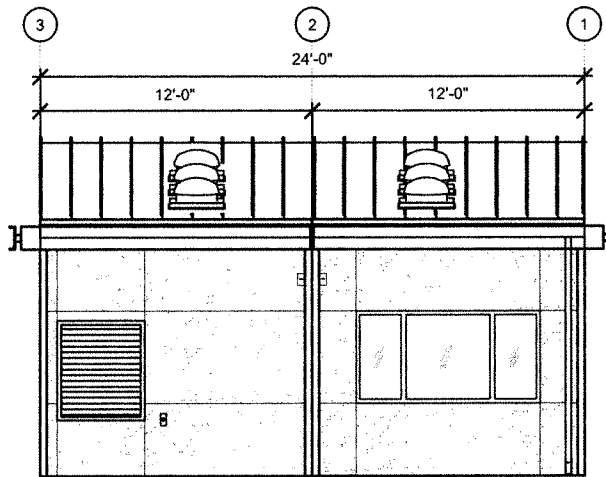
AVAILABLE AS SHOWN - LEFT HAND
OR OPPOSITE HAND - RIGHT HAND

24'X40' CLASSROOM

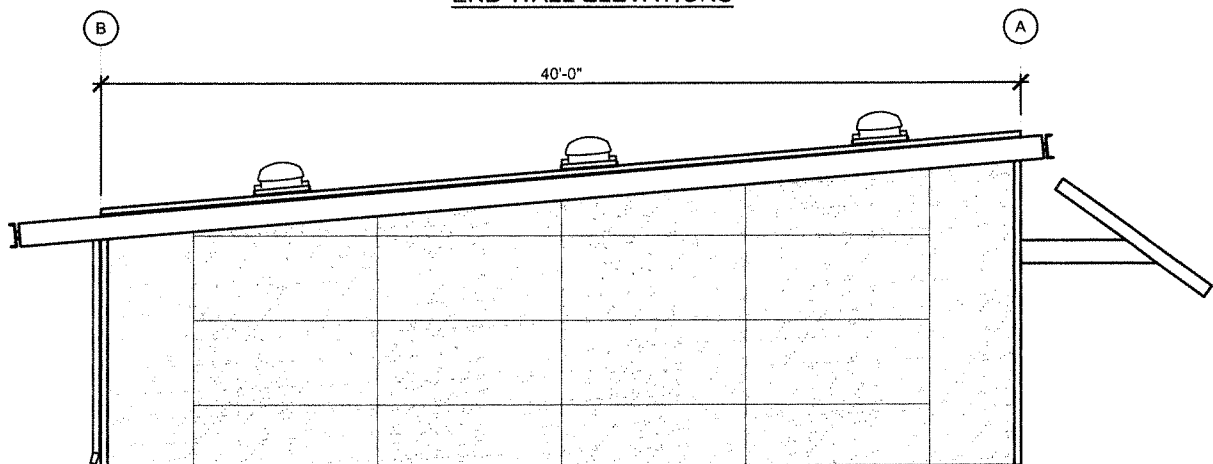
ITEM A-HP



FRONT WALL ELEVATION



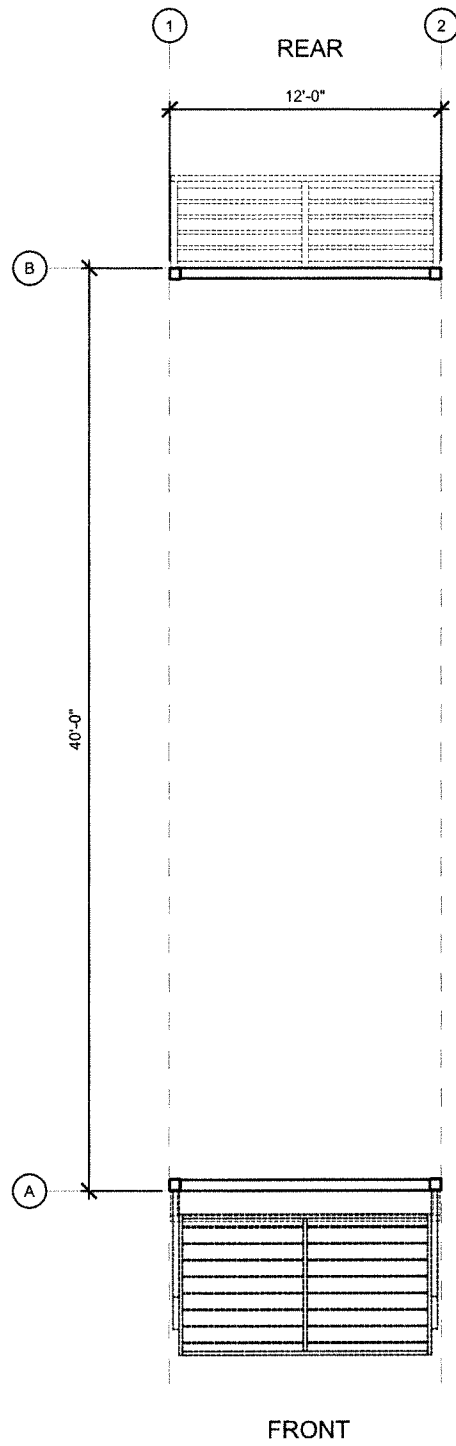
END WALL ELEVATIONS



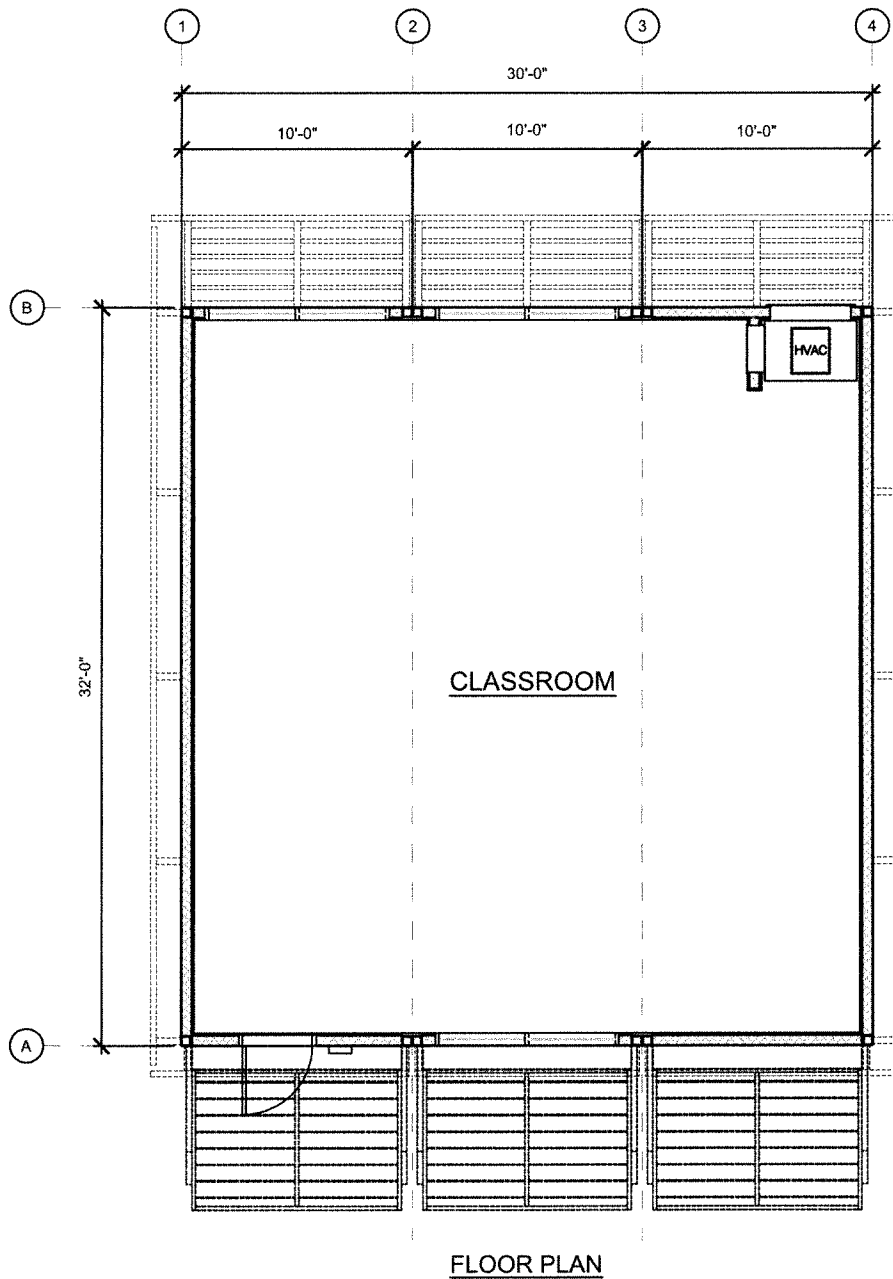
SIDE WALL ELEVATIONS

24'X40' CLASSROOM

ITEM A-HP



12'X40' ADDITIONAL SECTION	ITEM B-HP
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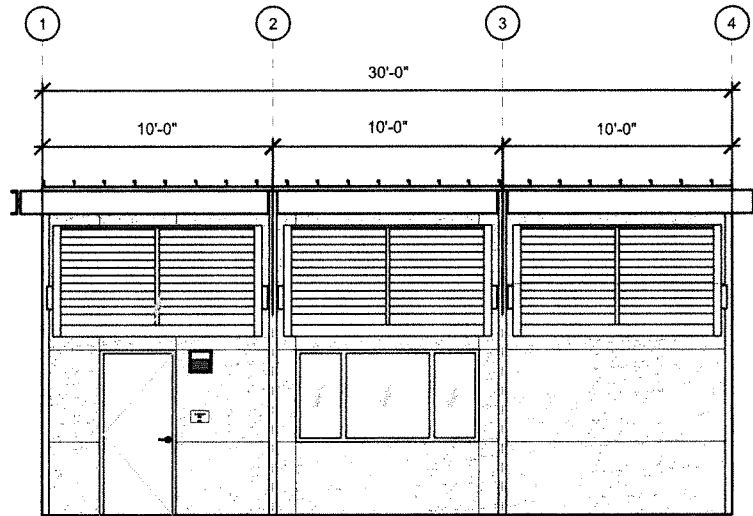


FLOOR PLAN

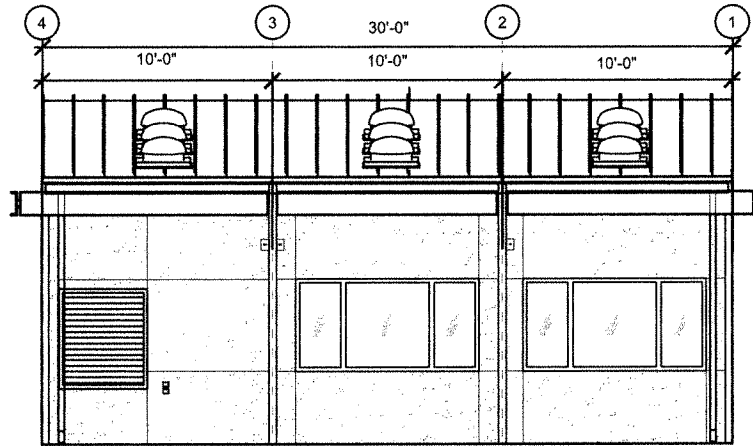
AVAILABLE AS SHOWN - LEFT HAND
OR OPPOSITE HAND - RIGHT HAND

30'X32' CLASSROOM

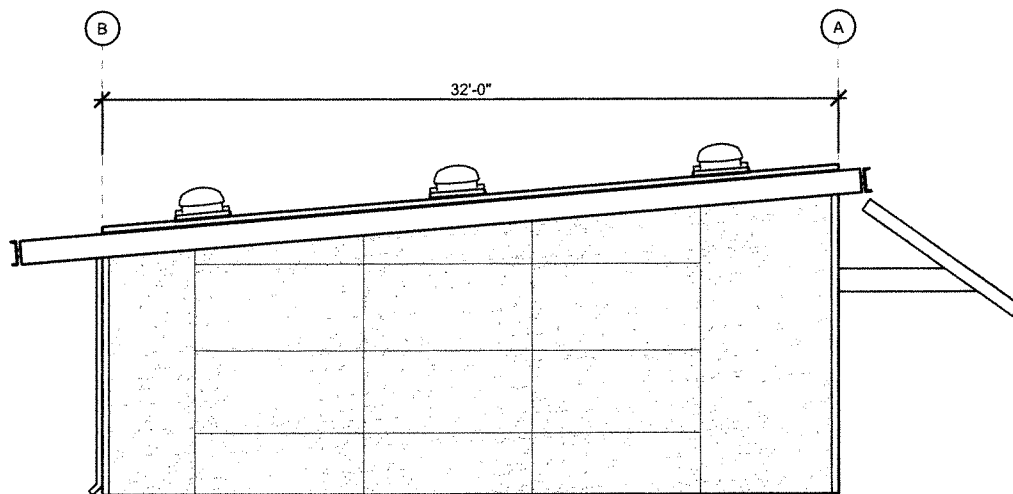
ITEM C-HP



FRONT WALL ELEVATION



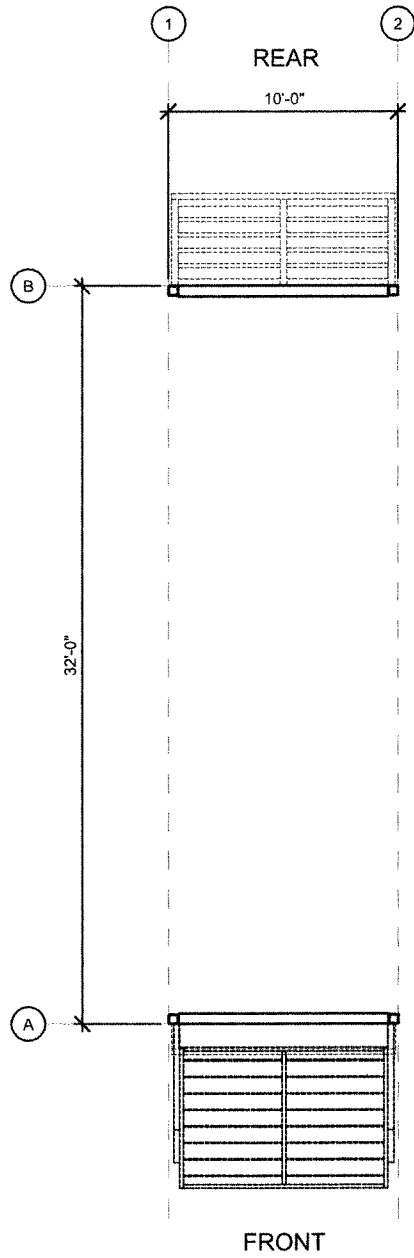
END WALL ELEVATIONS



SIDE WALL ELEVATIONS

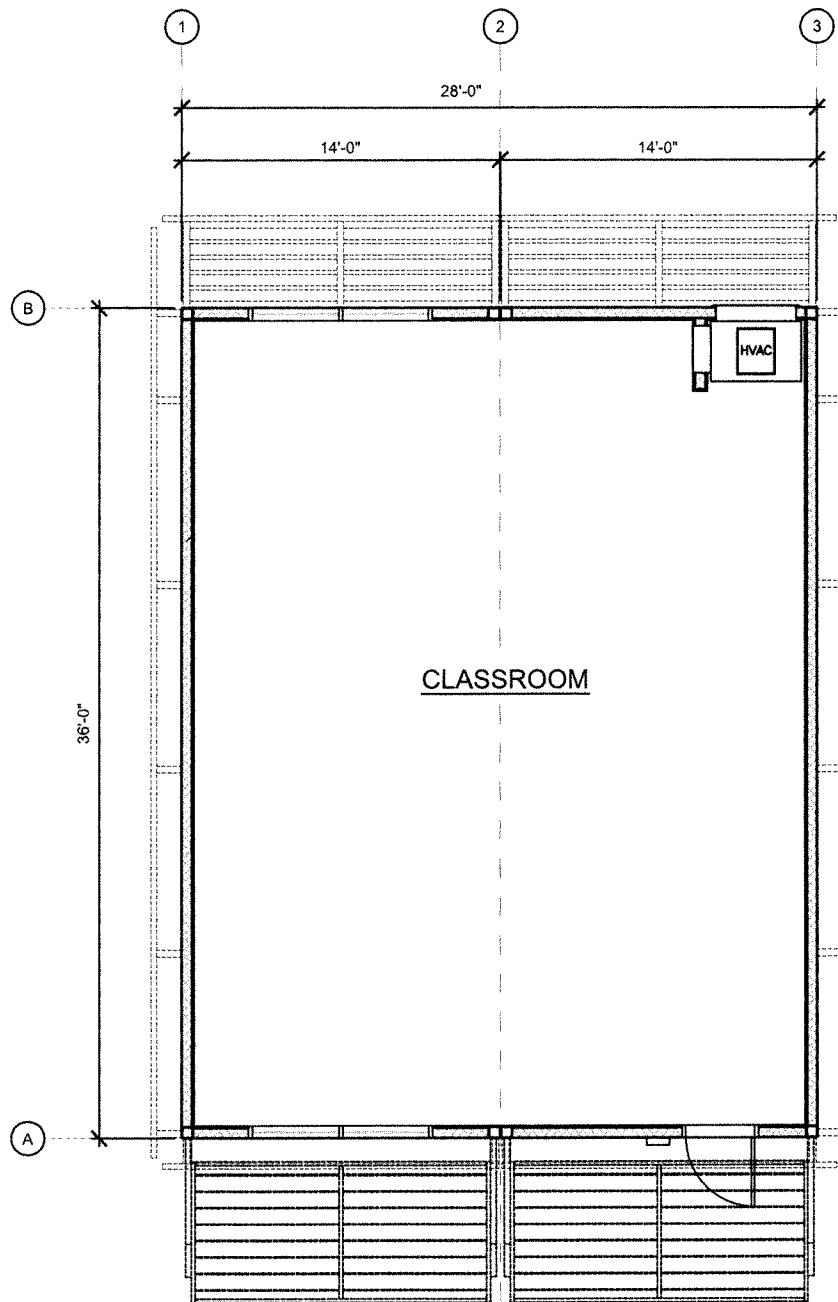
30'X32' CLASSROOM

ITEM C-HP



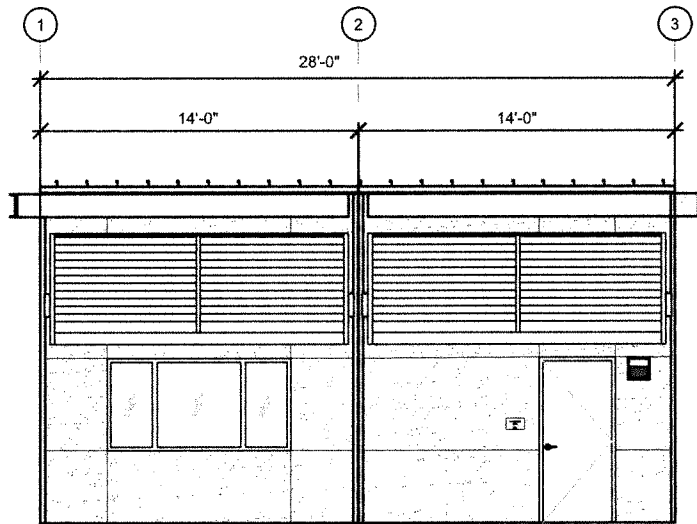
10'X32' ADDITIONAL
SECTION

ITEM D-HP

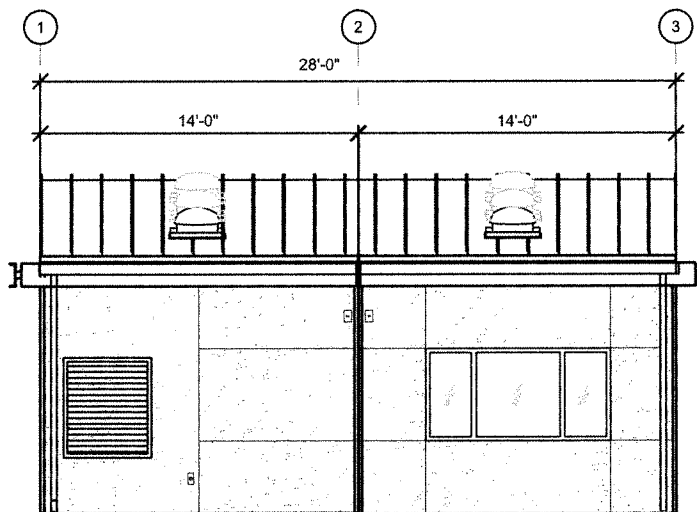


FLOOR PLAN

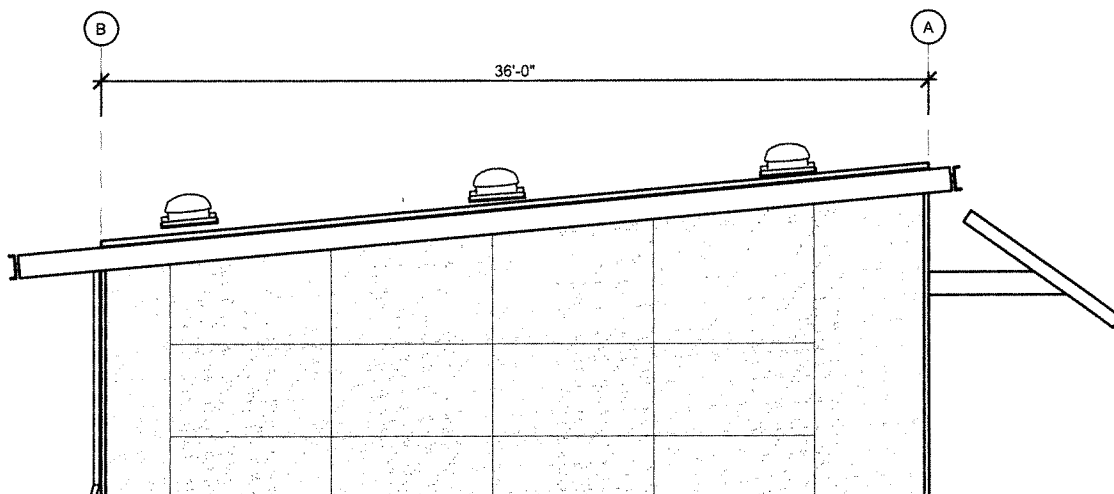
28'X36' CLASSROOM	ITEM E-HP
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FRONT WALL ELEVATION

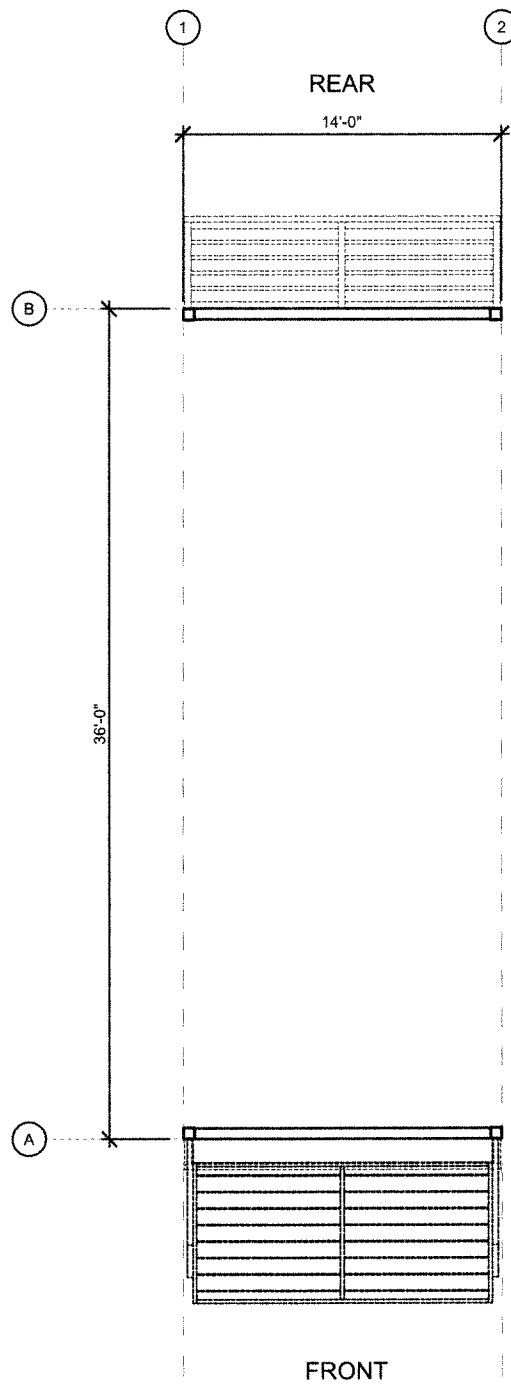


END WALL ELEVATIONS

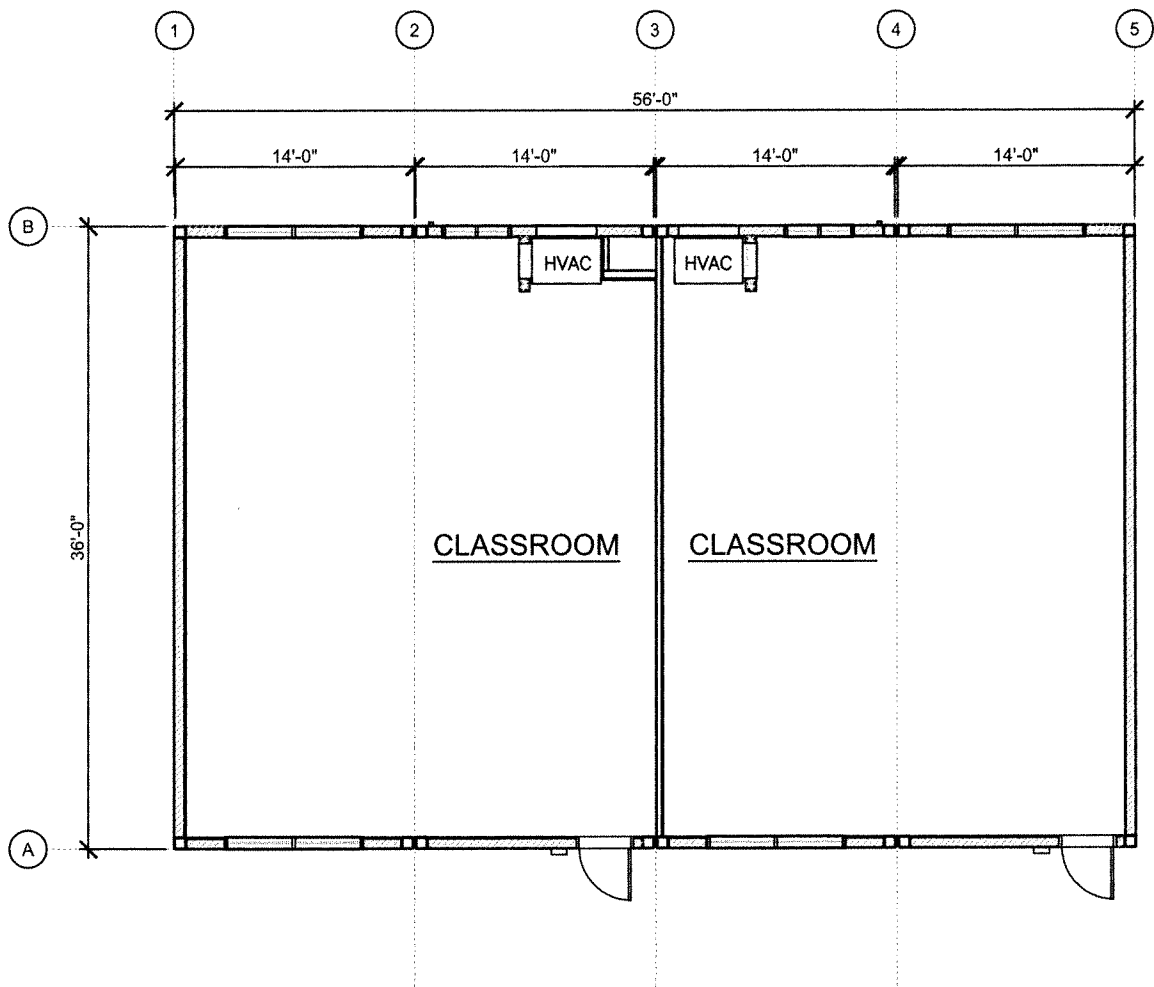


28'X36' CLASSROOM

ITEM E-HP



28'X36' ADDITIONAL SECTION	ITEM F-HP
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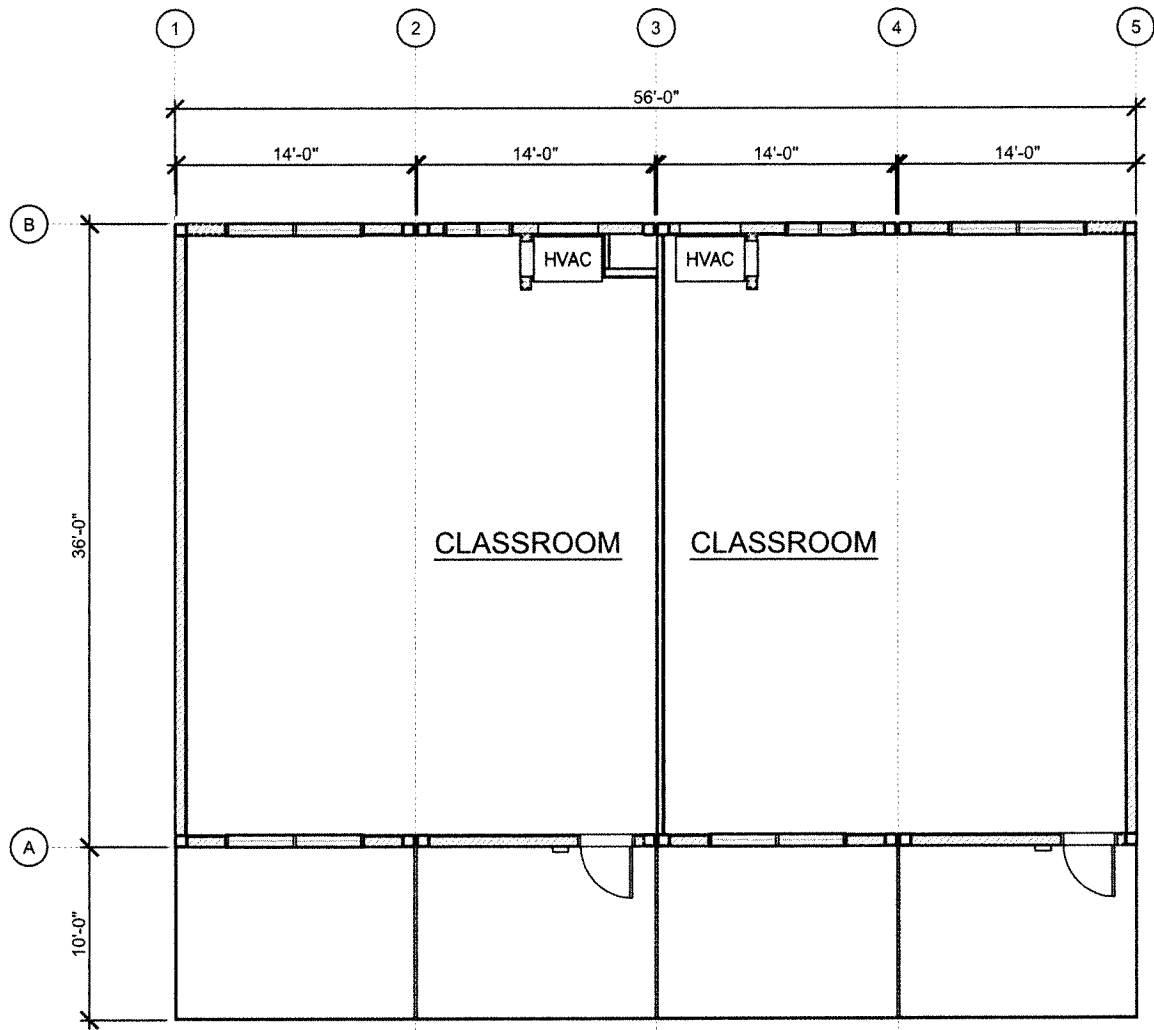
FIRST FLOOR PLAN VIEW

FLOOR PLAN

AVAILABLE AS SHOWN - LEFT HAND
OR OPPOSITE HAND - RIGHT HAND

56'X36' TWO STORY - FIRST FLOOR

ITEM G-HP



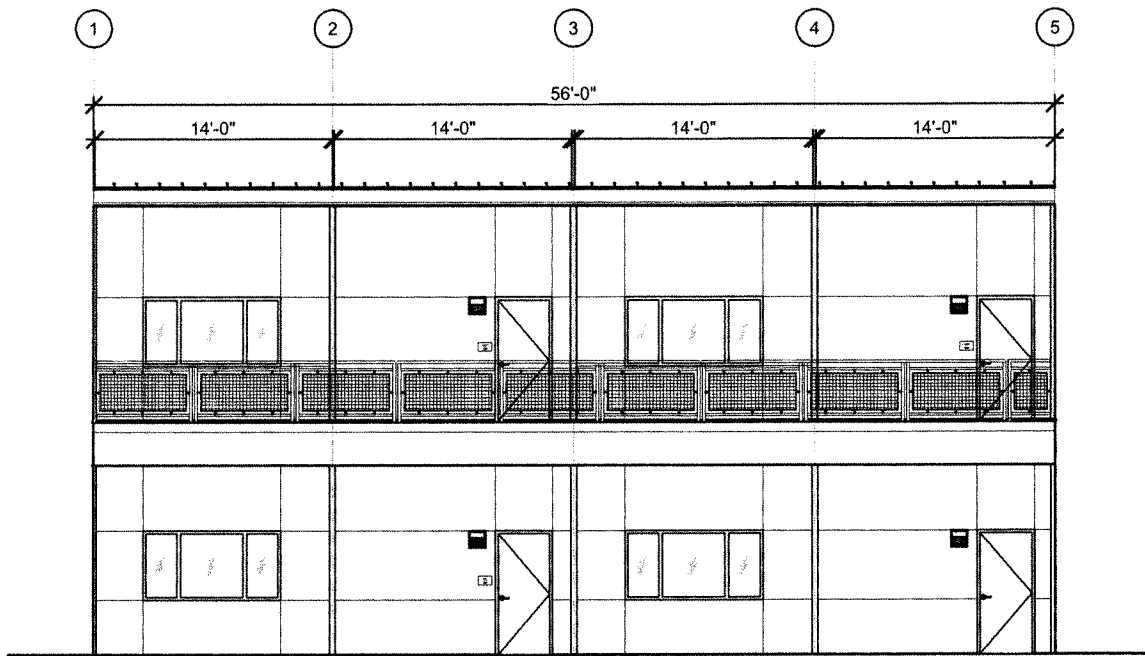
SECOND FLOOR PLAN VIEW

FLOOR PLAN

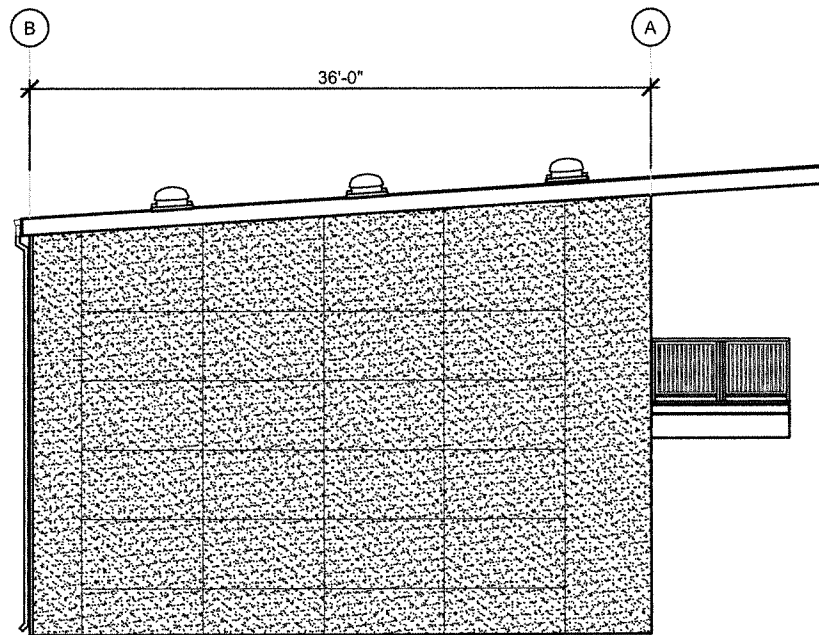
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56'X36' TWO STORY - 2ND FLOOR

ITEM G-HP



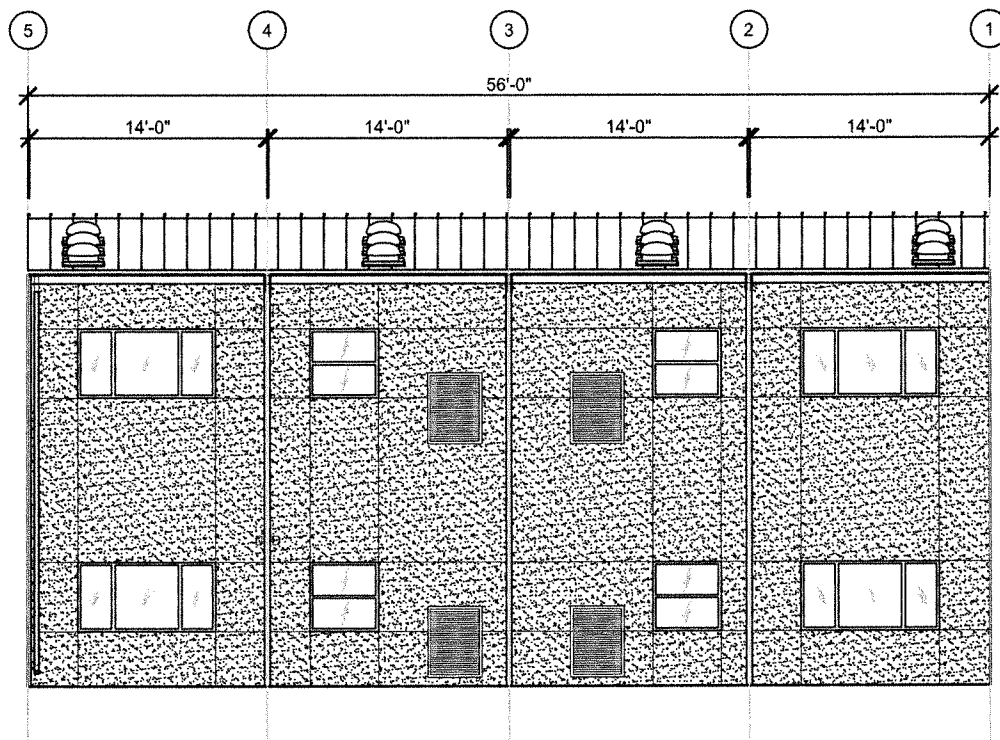
FRONT ELEVATION



SIDE ELEVATION

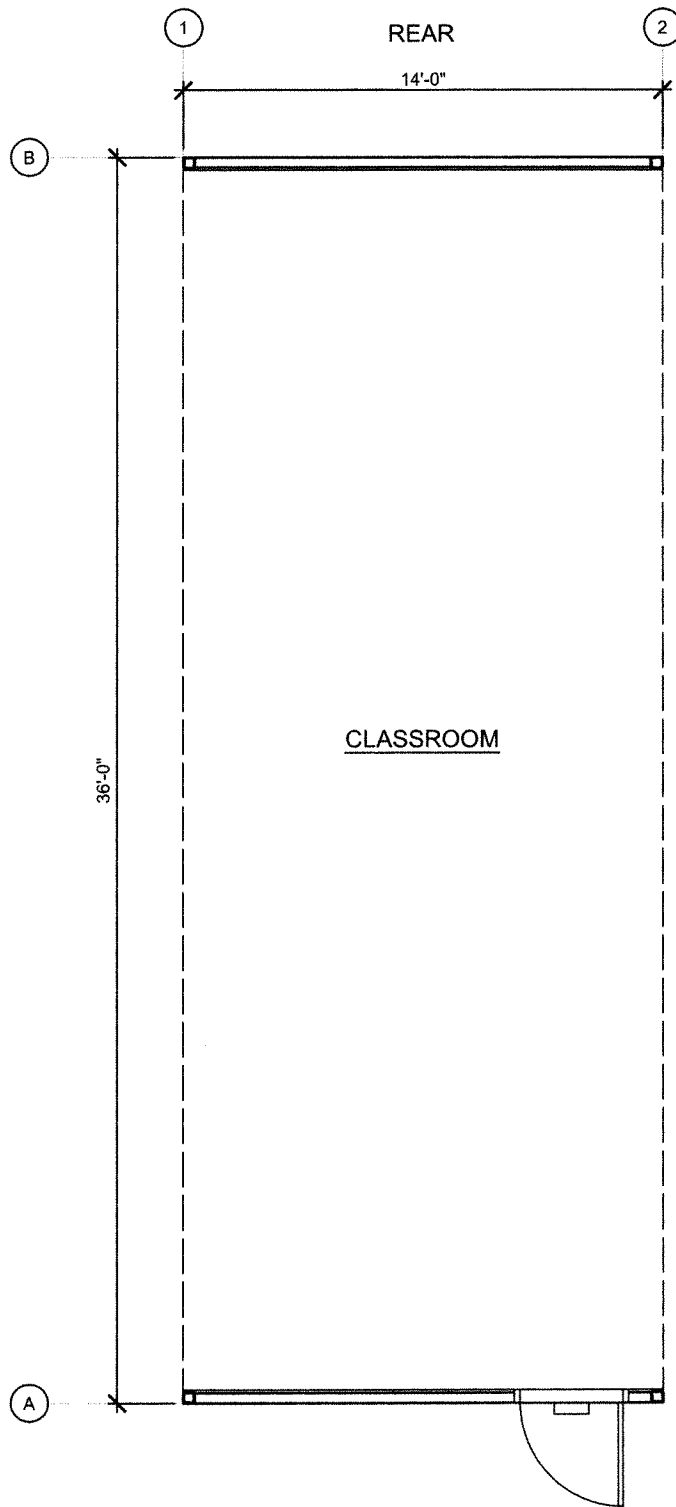
56' X 36' TWO STORY - ELEVATIONS

ITEM G-HP



56'X36' TWO STORY - ELEVATION

ITEM G-HP

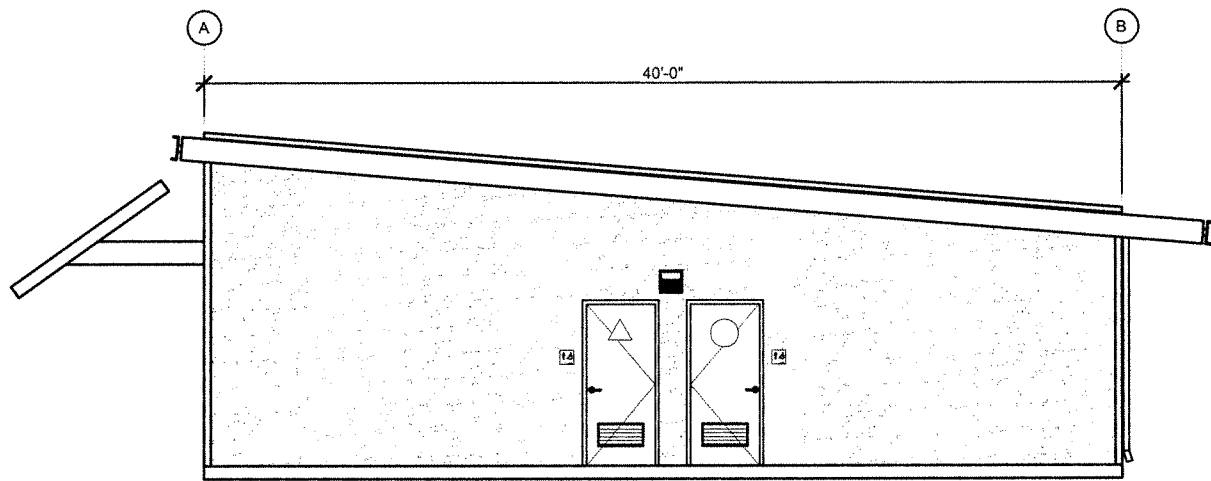


1ST & 2ND FLOOR PLAN VIEW

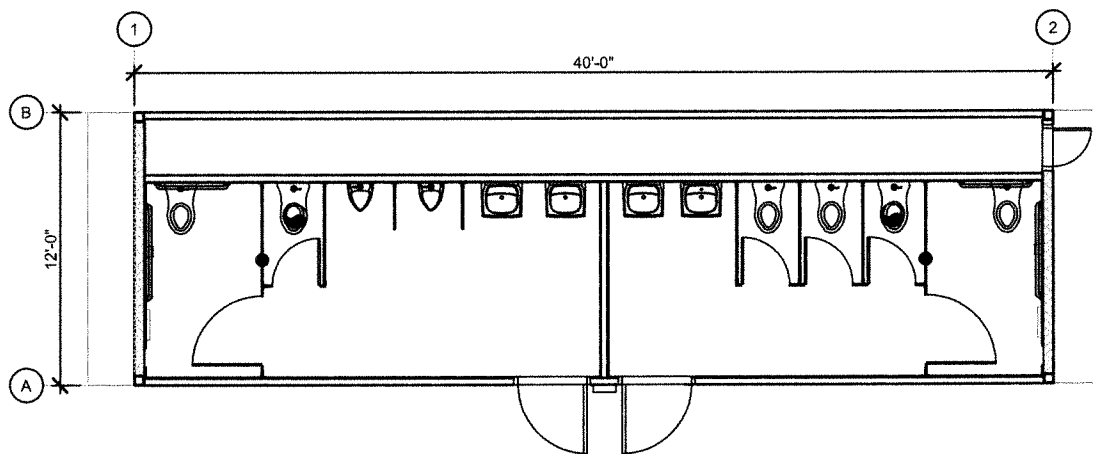
14'x36' TWO STORY

PLAN VIEW

ITEM H-HP



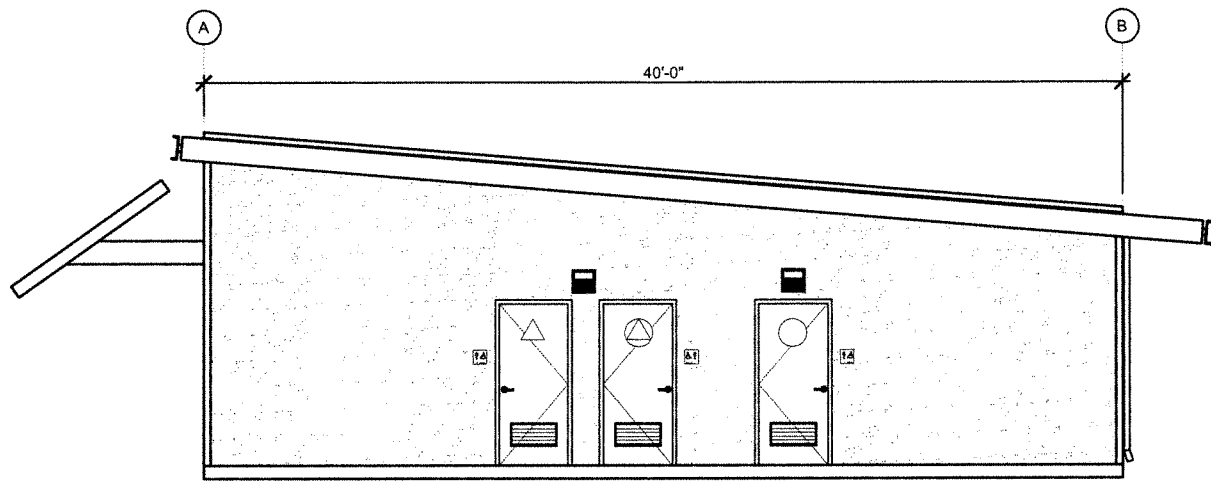
ELEVATION VIEW



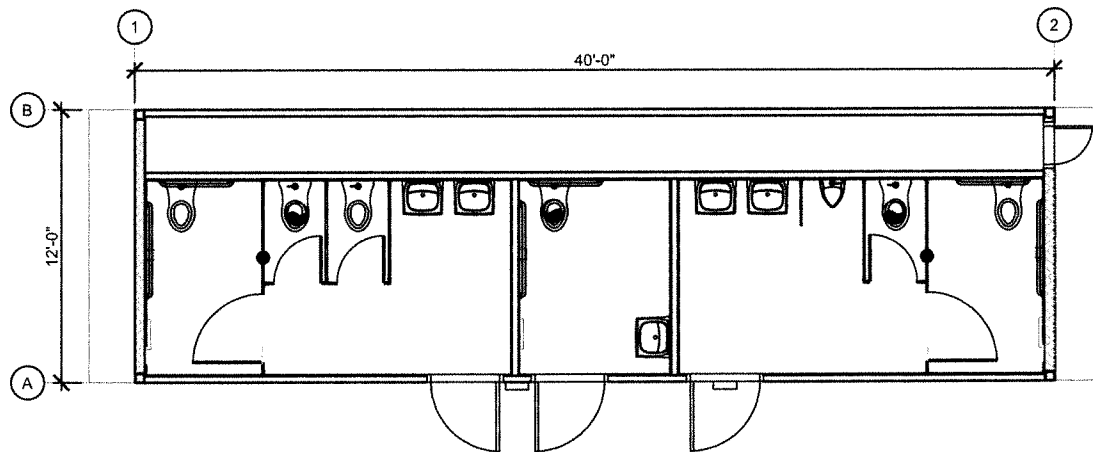
FLOOR PLAN

HIGH PERFORMANCE
 12X40 BOY & GIRLS
 RESTROOM - A

ITEM I-HP

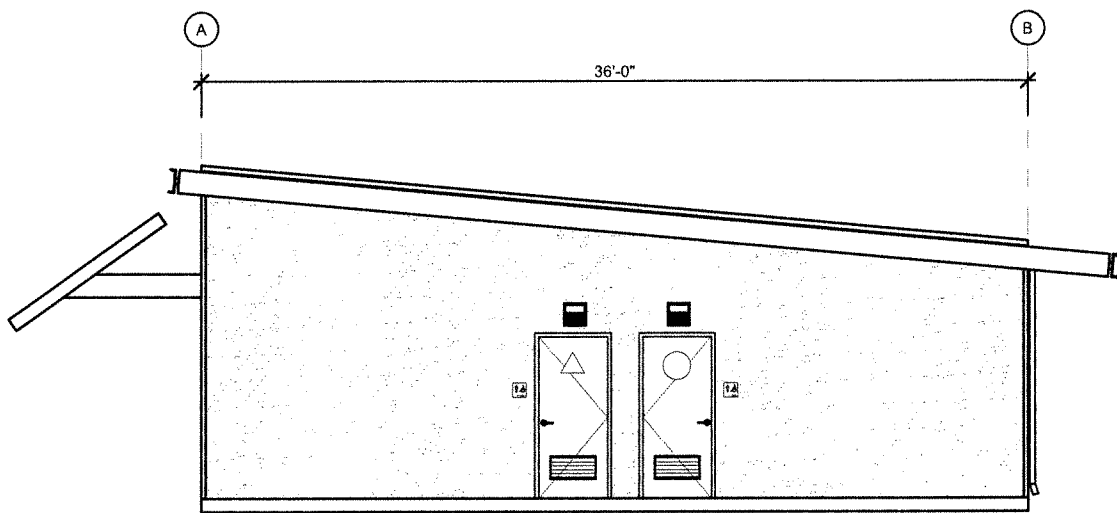


ELEVATION VIEW

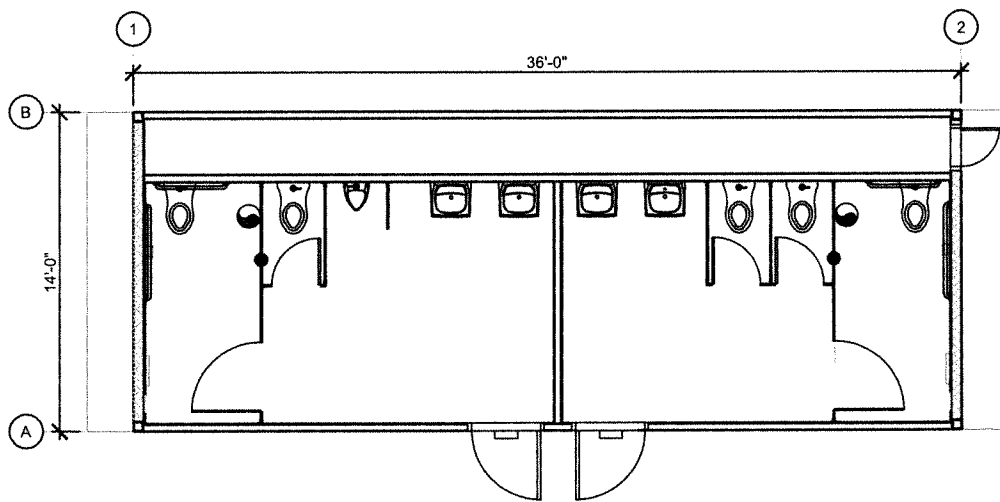


FLOOR PLAN

<p> HIGH PERFORMANCE 12X40 BOY/STAFF/GIRLS RESTROOM - B </p>	<p> ITEM J-HP </p>
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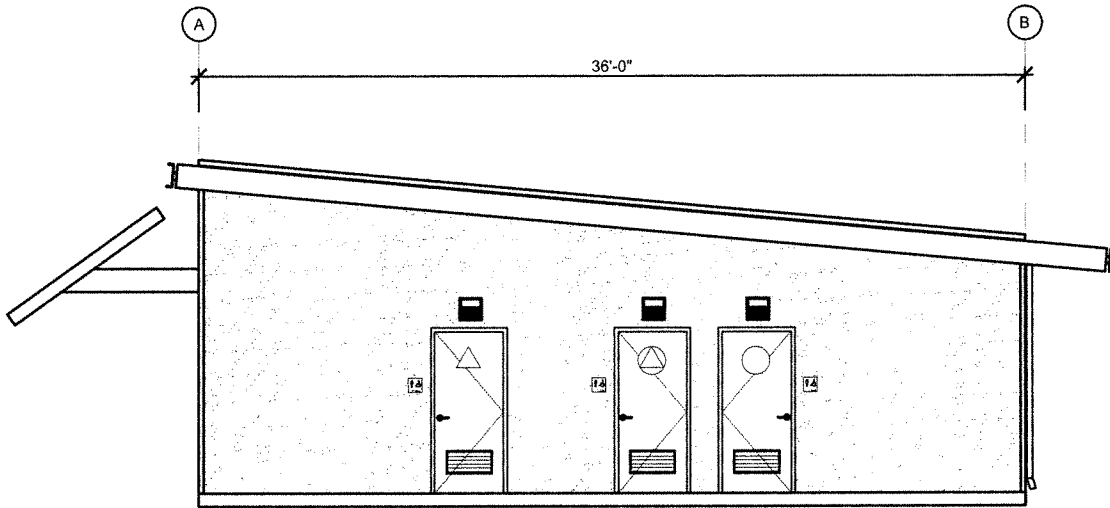
ELEVATION VIEW



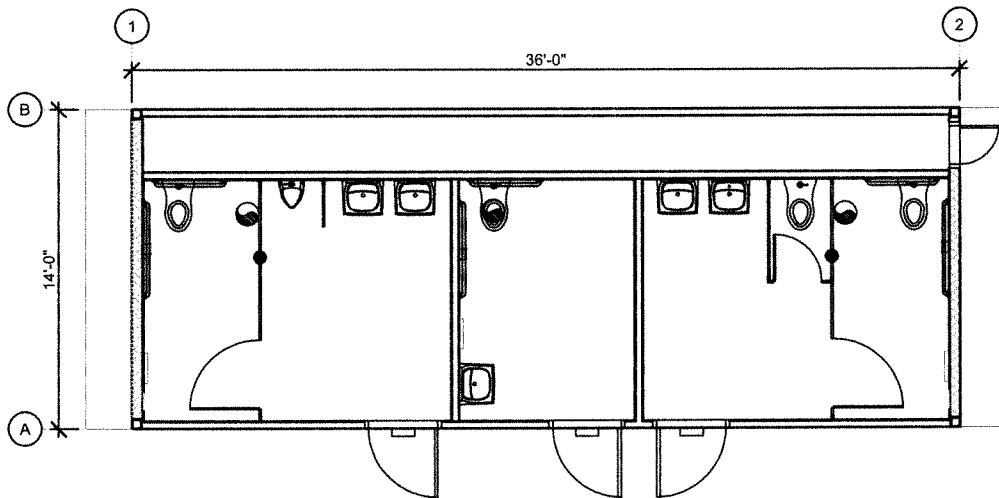
FLOOR PLAN

**HIGH PERFORMANCE
14X36 BOY & GIRLS
RESTROOM - A**

ITEM K-HP

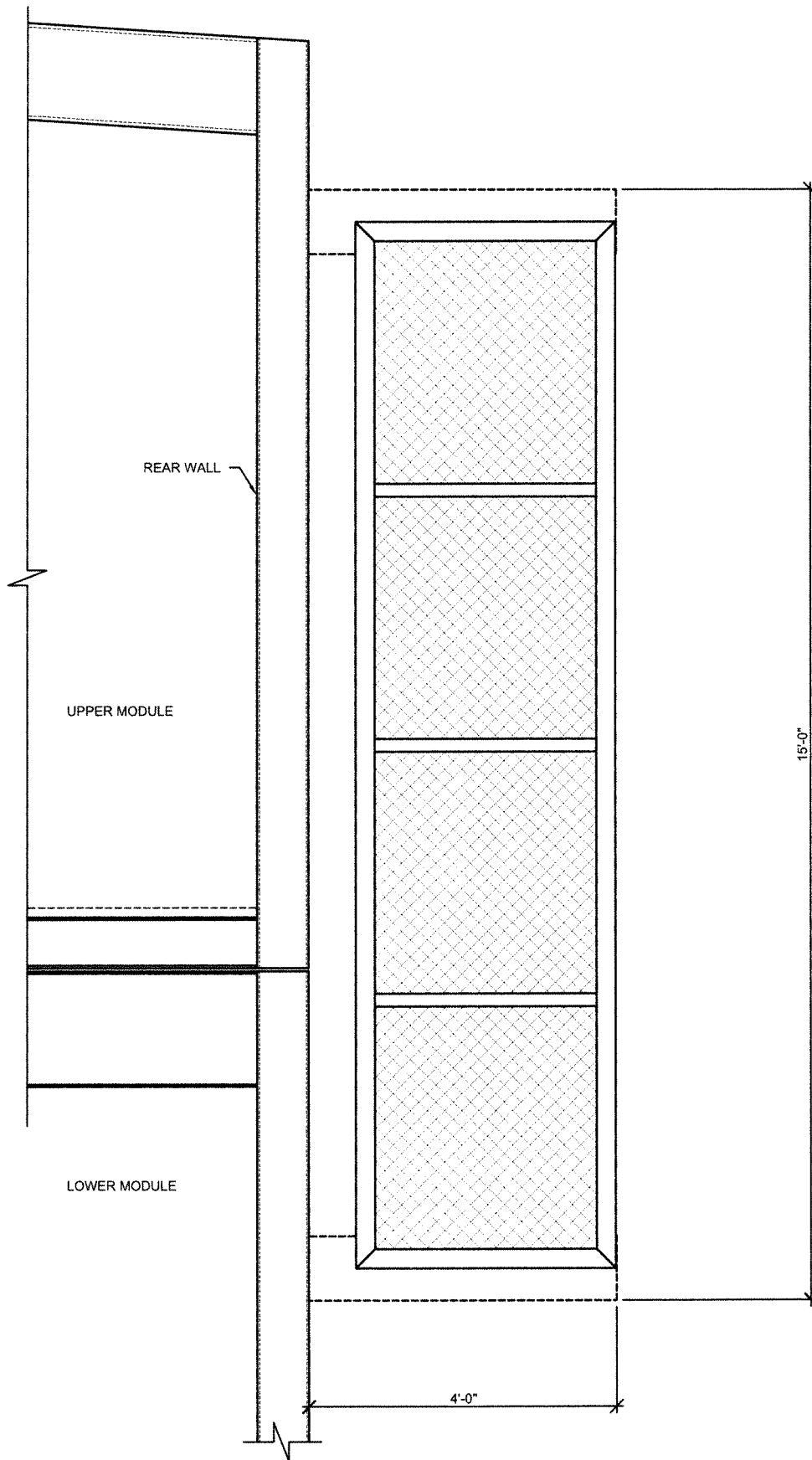


ELEVATION VIEW



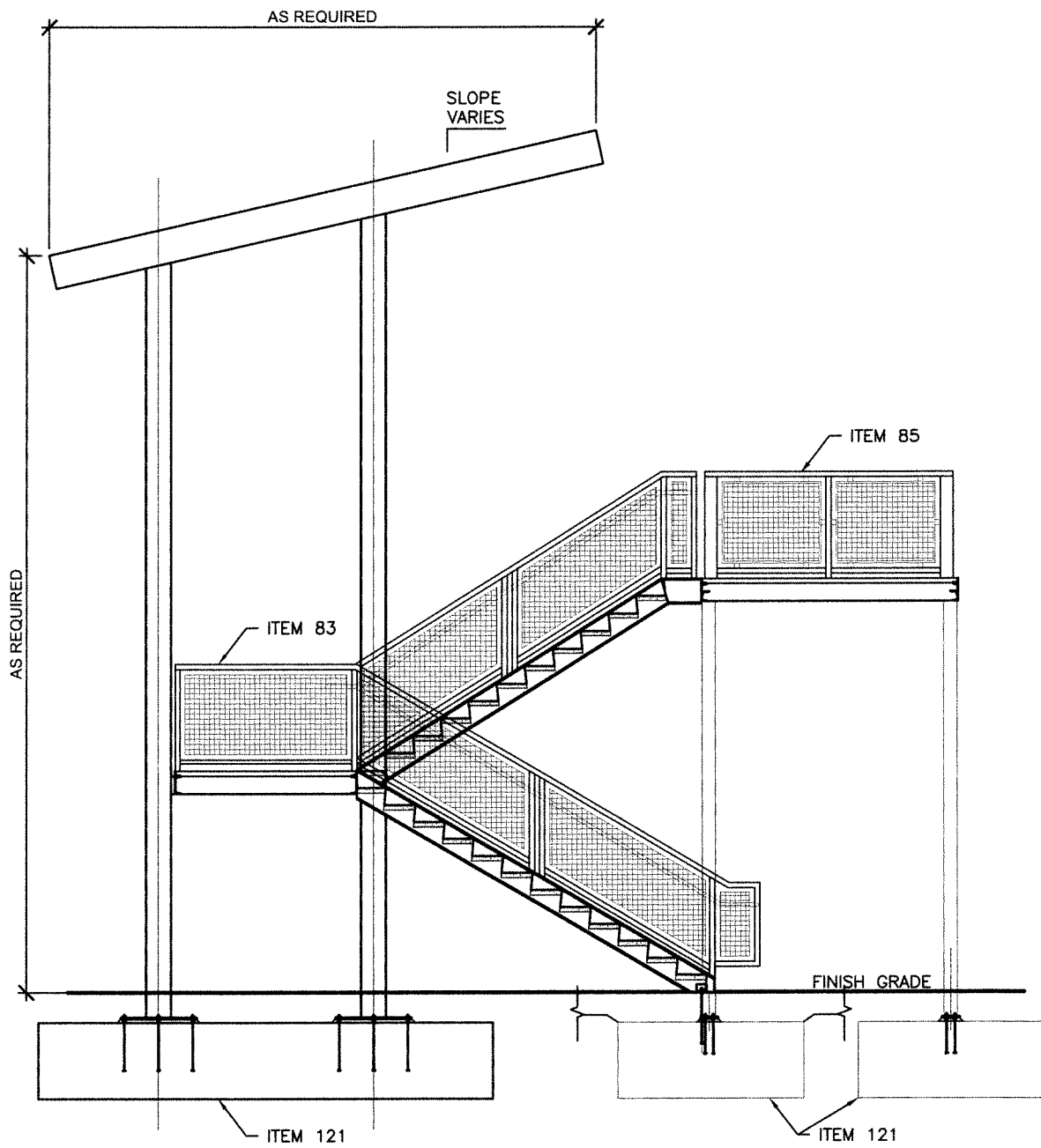
FLOOR PLAN

<p> HIGH PERFORMANCE 14X36 BOY/STAFF/GIRLS RESTROOM - B </p>	<p> ITEM L-HP </p>
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VERTICAL SHADE
STRUCTURE

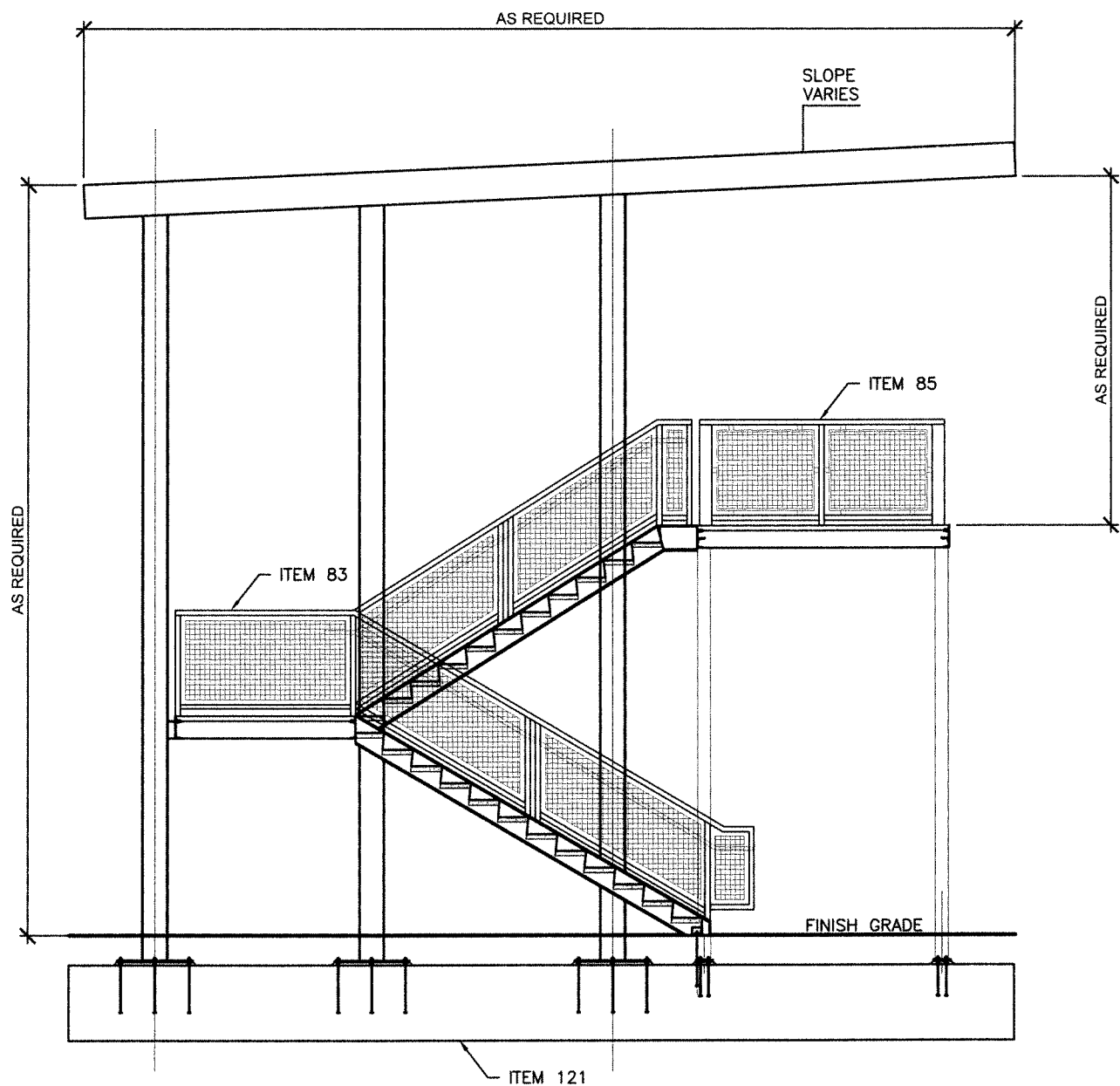
ITEM 96



ELEVATION VIEW

2 COLUMN STAIR CANOPY

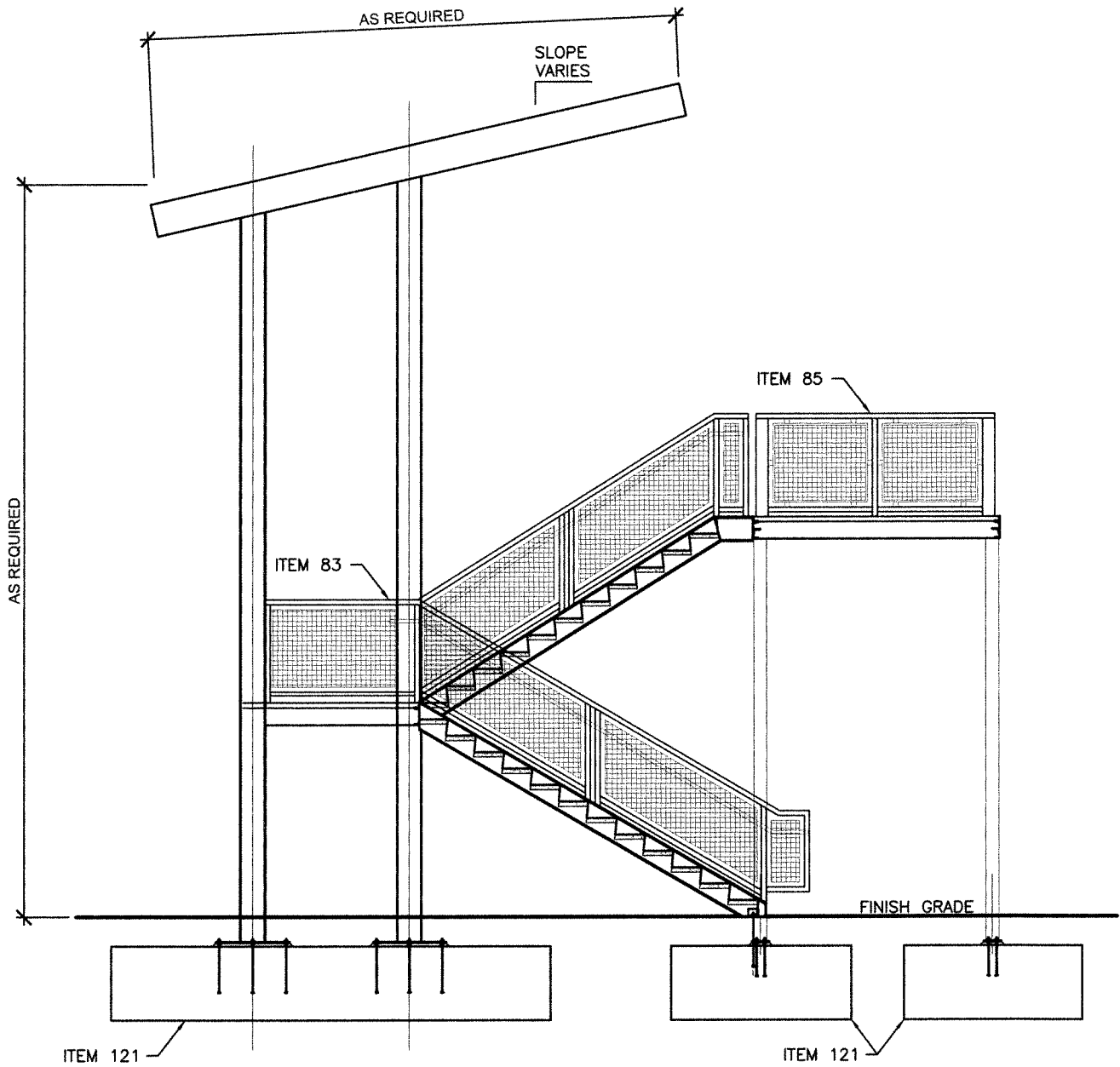
ITEM 108



ELEVATION VIEW

3 COLUMN STAIR CANOPY

ITEM 109

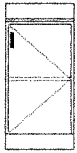


ELEVATION VIEW

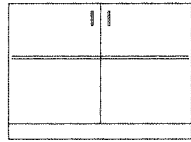
4 COLUMN STAIR CANOPY

ITEM 110

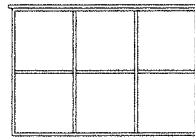
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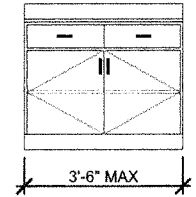
WI# 101 - ITEM 166 & 342



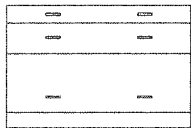
WI#102 - ITEM 167 & 343



WI#120 - ITEM 168 & 344



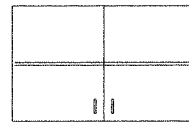
WI# 212 - ITEM 169 & 345



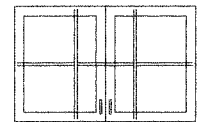
WI#231 - ITEM 170 & 346



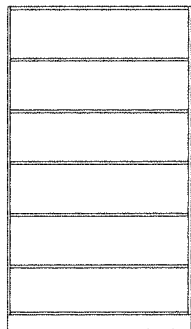
WI#300 - ITEM 171 & 347



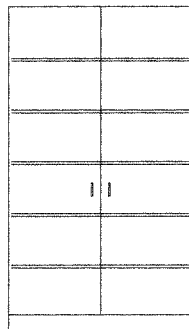
WI#302 - ITEM 172 & 348



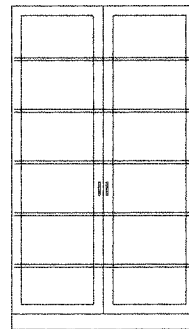
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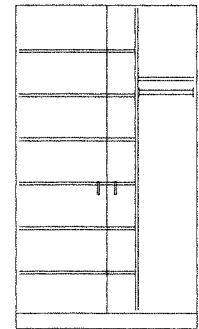
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WI#402 - ITEM 175 & 351



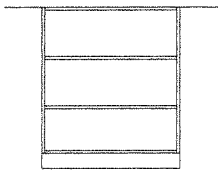
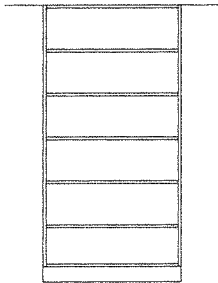
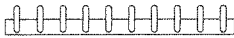
WI#408 - ITEM 176 & 352



WI#530 - ITEM 177 & 353

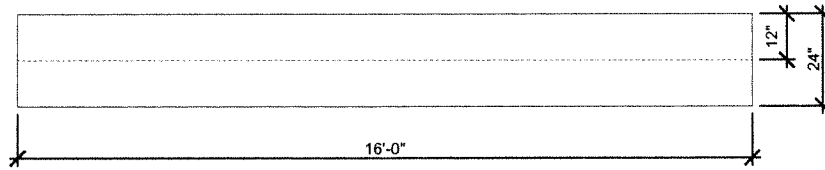
CASEWORK

ITEM 166-177 & 342-353

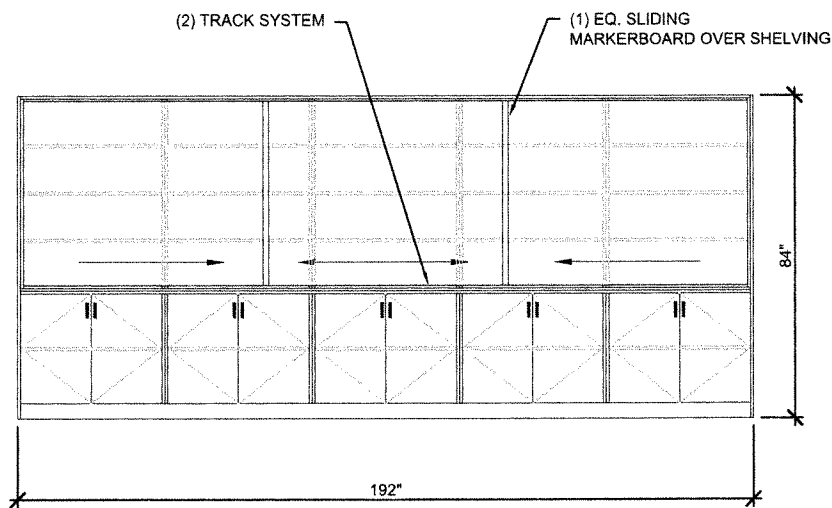
 <p><u>WI#600 - ITEM 178 & 354</u></p>	 <p><u>WI#602 - ITEM 179 & 355</u></p>	 <p><u>ITEM 180 & 356</u></p>	<p>THIS SPACE IS INTENTIONALLY LEFT BLANK</p>
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CASEWORK

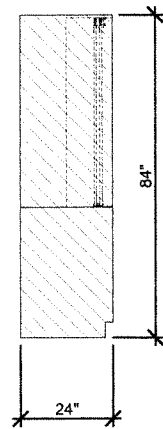
ITEM 178-180 & 354-356



PLAN VIEW



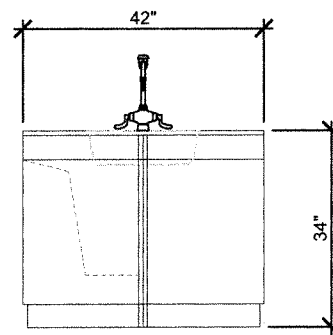
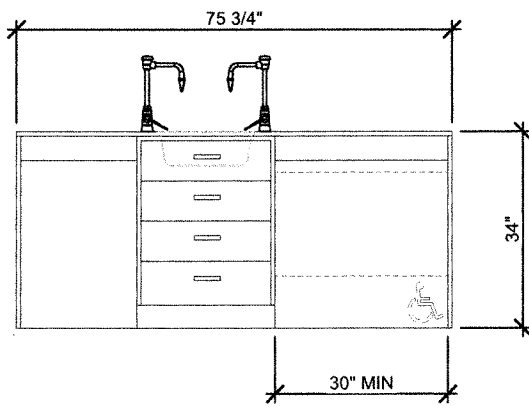
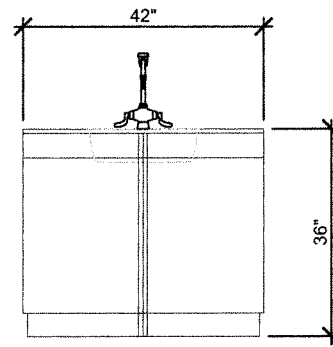
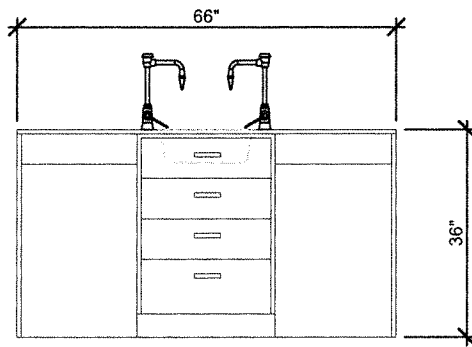
FRONT VIEW



SIDE VIEW

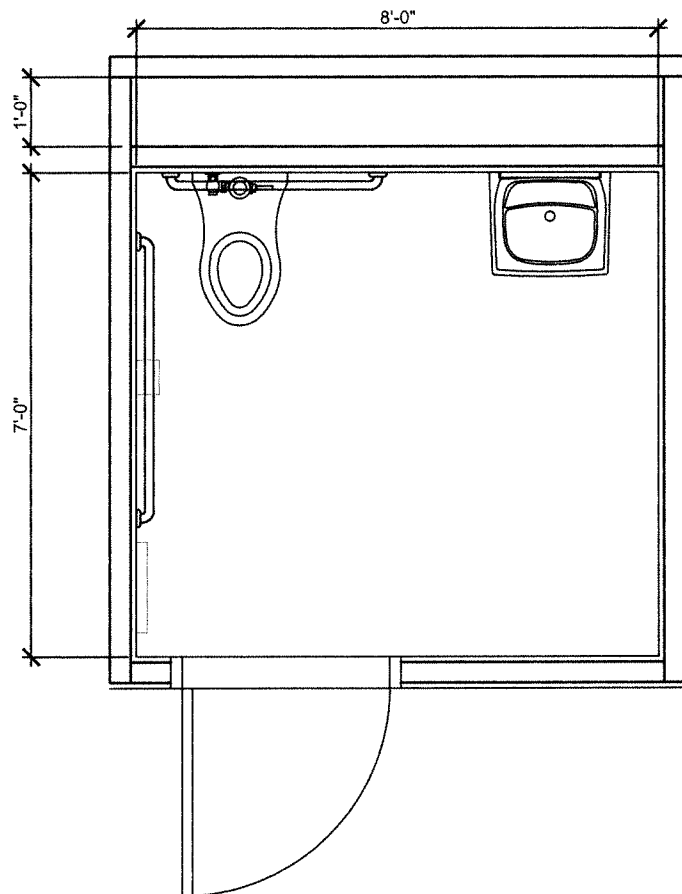
TEACHING WALL

ITEM 186 & 359



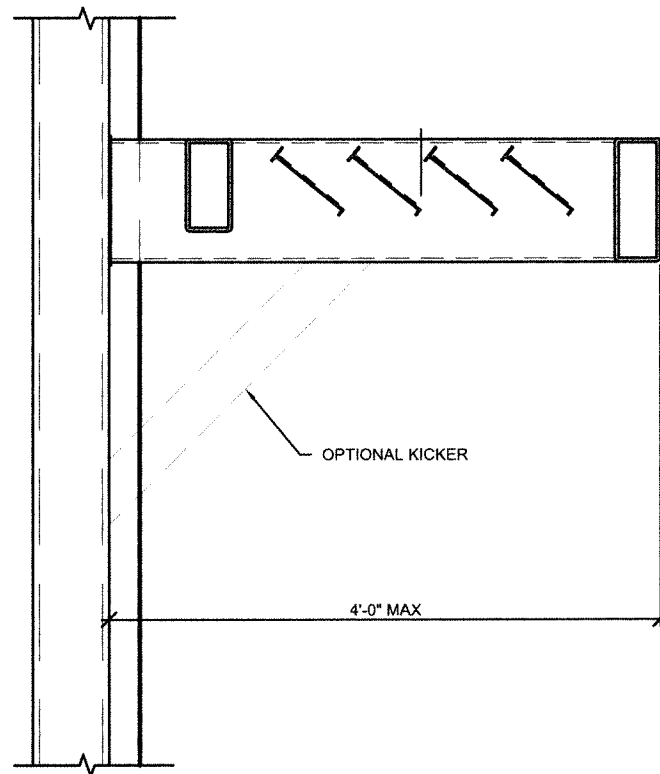
SCIENCE WORK
STATION ADD. ALT

ITEM188 & 361



INTERIOR UNISEX
TOILET ROOM

ITEM 192



GALVANIZED
SUNSHADE

ITEM 298



American Modular Systems, Inc.
787 Spreckels Avenue
Manteca CA, 95336
P 209.825.1921

April 7, 2023

Sunnyside Union School District
21644 Avenue 196
Strathmore, CA 93267

ATTN: Steve Tsuboi - Superintendent

RE: (1) 60x40 DSA Gen7 MPR Building

American Modular Systems (AMS) is pleased to provide our proposal for (1) 60x40 DSA Gen7 MPR building for Sunnyside Union School District. Our pricing is based on the AMS Gen7 DSA PC approved structures as basis of design, the AOR conceptual floor plans attached hereto, the provisions of the Santa Cruz City Schools Facility Supply Services Contract, and the scope of work as outlined in the attached Exhibit A - Inclusions and Exclusions. The omission of any item(s) not listed in the assumed scope shall not be construed to be included in this pricing.

Base building: consist of DSA approved steel rigid frame construction, Type V non-rated construction, 20 lb roof load, 5" lightweight concrete floor w/100# floor load, 99 basic wind load, 2022 CBC, Ss = 0.552 (soils report not provided), FOB Strathmore, WUI – NO

(1) 60x40 DSA Gen7 MPR Building – 2,400 sf	\$1,028,055
Design Fees (Due at DSA submittal)	\$ 38,945
PROJECT TOTAL	\$1,067,000

TERMS: Monthly progress payment net 20 days. Proposal is good for 60 days.

Preliminary Estimated Schedule

Signed Proposal	April 2023
Contract / PO	May 2023
Submittals Approved	July 2023
AMS Drawings to AOR	September 2023
DSA Approval	November 2024
Delivery/Set	March 2024
Substantial Completion	May 2024

The Project Schedule is an estimation contingent upon building material availability as well as agency approval requirement(s) and is subject to change. The materials listed are based on the understood availability at the time this proposal was generated and may be substituted or altered by AMS in order to maintain the project schedule. Pricing assumes building will be delivered and completed June 2024.

Attachments: AOR Conceptual Floor Plans dated 07/08/2022

Page 1 of 7

Sunnyside Union
School District



AMERICANMODULAR.COM

NOTES:

- All pricing is based on plan submission in 2023 and substantial completion in May 2024. Building delivery beyond June will result in price escalation contingent upon construction material costs. To ensure a timely building delivery please coordinate a project milestone schedule with AMS within 15 days upon acceptance of this proposal;
- All ideas, concepts and/or files are to be considered instruments of services and intellectual property of AMS;
- All intellectual property contained within the project documents, drawings, and specifications are the property of American Modular Systems (AMS) and will remain the sole property of AMS. These documents, drawings, and specifications may not be reproduced, transmitted, copied, or distributed for bidding or construction purposes for any contractor other than AMS except as expressly permitted by written agreement with AMS;
- Architect drawings/renderings are for conceptual reference only. Final drawings and specifications will be a collaborative effort between the District, PBK Architects & AMS;
- Final design and layout by AMS;
- Below Grade Concrete foundation system design and engineering only, per PC design by AMS to include a rodent barrier (slurry), 16"-18" crawl space, cast-in-place vent/access wells with metal grates/frames and embeds. Final design subject to soils report. If installation by others, AMS is not responsible for quality of installation, inspections, nor acceptance of foundation. Any review performed by AMS shall be considered a courtesy to assist with the overall project success and does not remove the contractor's responsibility to comply with plans and specifications. Contractor performing foundation installations is responsible to ensure foundation is completed per plans, specifications, and meets tolerances for modular buildings as described in AMS drawings. In the event engineering is required to accommodate errors or omissions, rework or additional coordination/engineering, all expenses shall be reimbursed to AMS. In addition, a \$1,900 per hour back charge will occur if a delay due to grinding, leveling, etc... is required at time of installation;
 - Subcontractor performing Concrete foundation installation must meet the following qualifications:
 - A minimum of 5 years continuous and current experience installing modular (pit set) foundations.
 - A minimum of 5 years continuous and current experience with Public Works projects specific to education.
 - A minimum of 5 years continuous and current experience working on Division of State Architect (DSA) approved and inspected projects.
- Concrete Foundation Embeds – Per DSA approved AMS PC design, Foundation Embeds are required for all concrete foundations as designed by AMS. IF concrete foundations are by other than AMS, embeds may be purchased directly by contractor. If foundations by AMS, Embeds are to be included. Embeds must be inspected by a DSA approved welding inspector in accordance with project approved Testing and inspections and per AMS DSA approved drawings;
- 2" Slurry in crawlspace is mandatory for enhanced air quality;
- Concrete Foundation Exclusions – site demolition, foundation pad excavation, vents grates/frames, embeds, import/export soils, surveying, site improvements, underground hazards, crawl space drainage, dry wells, slurry seal, backfilling/compaction, unforeseen conditions
- District must provide an ALL-WEATHER truck accessible level/compacted prepared pad. The pad shall be a maximum of 6" from grade level measured diagonally along long axis. All sites exceeding 6" shall be charged on a site-by-site basis;
- AMS provides non-operable windows as standard for all projects unless otherwise coordinated. All projects per AMS standard PC guidelines, manufacturing methods, finishes and fixtures. AMS does not include direction and/or design for options not included in our scope unless otherwise stated or coordinated prior;
- Point of Connection Drawings (POC) as coordinated with the District and design team, supersedes any previous drawings and/or communications regarding POC's, including the DSA approved drawings. The locations and sizing reflected on the POC sheet are the responsibility of the Architect of Record to provide to the appropriate on-site contractors for coordination and execution;
- All AMS products are to be considered relocatable at any future date after the initial installation;
- All site labor non-union prevailing wage;
- Modules being stored at factory over 90 days will require payment.



American Modular Systems, Inc.
787 Spreckels Avenue
Manteca CA, 95336
P 209.825.1921

Thank you again for the opportunity to provide our proposal. Should you have any questions, please contact Rick Torres at (209) 993-1590 or via email at rick.t@americanmodular.com. If accepted, please sign below accepting the standard terms and conditions of our Cooperative Purchasing Contract, and per the descriptions and pricing listed above.

Sincerely,

Anthony Sarich
Vice-President of Operations
American Modular Systems, Inc.

Accepted by:

Sunnyside Union School District

Signature

Printed Name

Title

Date



American Modular Systems, Inc.
787 Spreckels Avenue
Manteca CA, 95336
P 209.825.1921

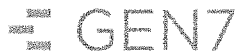
Exhibit A - INCLUSIONS
Sunnyside Union School District
April 7, 2023
INCLUSIONS
BUILDING ENVELOPES
2019 CBC
20% recycled steel moment frame structural system per AMS PC design
Nominal 1:12 Mono pitched, 3" standing seam metal Kynar-coated, white cool-roof, solar reflectance (SRI) 80
Solar panel ready roof, 3 PSF max
Main entry, Gen7 Trademark 8' insulated door with single pane view window (Solarban 60 Tinted Green), (Includes 2' side-lites and 2' transom at front doors) Von Duprin 99 Panic as required
Gen7 standard galvanized shade structures at 4' front & 3' at side of building
5" concrete floor system, 25% RC fly ash
2x6 wood stud framing with 25% FSC wood
Permanent Gen7 Educational Signage
AMS factory applied hybrid stucco system w/acrylic finish - painted "2-color"
Fixed Low E, dual glazed, clear anodized aluminum framed, non-operable windows "Solarban 60 Tinted Green"
2ea 10' wide x 8' tall AMS standard Nana Wall
Below grade concrete foundation <u>design only</u> per AMS PC design (no soils report provided)
INSULATION
R-21 Wall and R-30 Roof
Formaldehyde-Free Ecobatt Insulation
Wall and Floor
Open space, Armstrong "Prelude" 8'-6" to 10'-6" Slanted/Canted Acoustical Ceiling (Attached to all walls) all other rooms 8'-6" Min. height
Low to no VOC Primers and Paints - (Dunn Edwards)
2x4 Wood Stud Non-rated interior walls
STC rated interior walls
1/2" Mold-Guard Gypsum interior wall backing (except restrooms)
Mohawk 'New Basics Line II' carpet w/walk-off mat at doors
AMS Gen7 Series Ceramic Tile floors in restrooms
AMS Gen7 Series Ceramic Tile walls in restrooms
Painted gyp ceilings in restrooms
Koroseal 1/2" tackable wall coverings, 20% recycled content/Low VOC - AMS standard two color scheme - Paolo White/Lemongrass in classrooms
(1) 6'x4' Gen7 standard markerboards in conference room
Interior welded hollow metal frame W/Birch doors. Schlage cylinder type door hardware
MECHANICAL
Cast waste piping
All electric three-phase VRF Split-System HVAC
Programmable Smart 7-day thermostats – Thermostat
Premium supply/return diffusers
Rigid ducting w/sealed edges and foil flex
AMS Standard stainless-steel sink w/standard faucet in 'Open Area'
Electric hand dryers in restrooms (2 total)
Electronic valves @ restroom sinks
Dual flush valves @ water closets
LIGHTING, ELECTRICAL, DATA



American Modular Systems, Inc.
737 Spreckels Avenue
Manteca CA, 95336
P 209.825.1921

LED indirect/direct lighting system with variable dimming ballasts (T-bar mounted)
Dimmable lighting controls (Wattstopper or equal)
Occupancy sensors
(4) Architectural exterior lights - photocell or EMS ready
(8) Energy Star tubular skylights with adjustable damper
(20) Wall Receptacles 20A with stainless steel cover plates
(8) Data outlets
(1) Three-phase electrical panels w/bolt breakers
All FA Conduits included per AMS PC design
All Low Voltage Conduits in walls only, stubbed into ceiling space (Power and low voltage conduits to enter from crawl space)
Illuminated exit signs
MISCELLANEOUS
Semi-Recessed Fire Extinguisher Cabinets
Manually operated shades PVC Free at windows (front doors and side lights excluded)
Blocking and power only for IDF cabinets (IDF cabinets and installation by others)
Door Hardware Sunnyside District spec
18LF AMS/Gen7 casework, plastic laminate w/6" backsplash in 'Open Area'
Foundation counter flashing
Delivery, installation, craning/rigging (225-ton crane - 1 mobilization), supervision, engineering/design, installation/observation, prevailing wage as applicable
Project/Contract Supervision
Sales tax
AMS 2-Year Warranty

Exhibit A - EXCLUSIONS
Sunnyside Union School District
April 7, 2023
<u>EXCLUSIONS</u>
DSA fees
DSA inspection fees
Architect Fees
Surveying
Soils testing, soils reports, geo hazard report / testing
Site preparation, site improvements/underground improvements & infrastructure
Plans showing grades, benchmarks, maintenance of benchmarks, setbacks, finish floor heights, etc.
Adequate all-weather vehicle / trades access to building pad
Special handling due to inaccessible site conditions
Special / higher ton crane due to site constraints / access
Ramps/Landings/Sidewalks
Flatwork, curbs, mow strips, landscaping
Crane size over 225-ton
Unknown Underground Hazards
Import/Export of all Foundation Spoils
Backfill and Compaction (Minimum of 5' around foundations)



American Modular Systems, Inc.
787 Spreckels Avenue
Manteca CA, 95336
P 209.825.1921

Concrete foundation design beyond Gen7 pre-engineered design, concrete foundations
Rat slab, caissons, piles or other foundation design requirements
Foundation embeds, vents and grates
Foundation Area Drains
Excavate Building Pad
HVAC Condenser Pads (if applicable)
TV Brackets or Projectors or Projection Screens
Airport proximity STC compliance
STC rated doors, walls, windows (other than noted in Inclusions)
Extreme climate zone HVAC coordination
All Signage
Painting of overhangs / canopies / rain ladders
Exterior Door Stops
Storefront assemblies
Electronic door entry systems / card readers / access control system / electrified hinges
Door Hardware Master Keying
Low Voltage Systems, motion detectors, intrusion/security systems, cameras, keypads
Low Voltage Conduits in Chases/Attics
Floor receptacles/data
EMS System, Programming or Connections
Metering and submetering for energy
Coordination of data analytics and controls on EMS system
Exterior lighting control panel
Clock/Speaker boxes
Intrusion Systems - Design, cabling, devices, testing
Single point lighting control system
Fire Alarm Systems - Design, cabling, devices, testing
Electrical Panel Connections to Main Electrical Panels under building
Transformer
Inter-connection Classroom Lighting Control/Single Control
Underground Conduits
Wire feeders to all sub-panels
MDF / IDF Cabinets / Racks, wires, devices or pathways, pull strings
All Under Floor Connections - electrical, low-voltage
Condensate Drain Connections or Dry Wells
Fire sprinklers/riser, Sprinkler Start-up, Riser final connection, Flow & Tamper switches, Backflow devices, Alarm Bell, conduit wire for devices, connection of devices to FA
Water / Waste Connections
Rain Leader Connections to Storm Drain System
Roof water testing / door flood test / flood test
Site Security to include the delivered modular building sections



American Modular Systems, Inc.
787 Spreckels Avenue
Manteca CA. 95336
P 209.825.1921

Securing and paying for off-site staging area
All shuttling and associated fees from off-site staging area to project site
To get the crane down the fire lane, path needs to be clear and unobstructed.
Protection of sidewalks / driveways during building delivery
Staging site damages due to unknown conditions
Damages caused by crane
Temporary power/water/phone, job trailer, fencing, toilets, job shack, dumpsters, internet
Dust control, project debris bins
SWPPP
Daylight/Above grade foundation flashings
Solar Panels
CHPS/LEED requirements / certification / commissioning/
WUI code, WUI design/engineering
Graffiti wall coatings
Water flow test
Water chlorination testing / certification
Drywells, Exterior concrete walkways or coatings
Non-combustible construction (if applicable)
Fire rated assemblies
Air balance reports / testing
Union Labor, PSA/PLA contract (except as noted in Inclusions)
Skilled and Trained Workforce requirements
Builders Risk Insurance, OCIP Insurance
Police Escorts (if required)
Traffic Control / Coordination and any associated fees
Roll-Up doors
Sealed concrete walkways
Professional cleaning
Roof ladder / hatches
Infrastructure/site work to incorporate gas on site
All furniture, work desks
Appliances
All shelving, shelving in storage room, casework (except as noted in Inclusions)
Projection mount poles
Interactive Flat Panels
Interior/exterior drinking fountains
Conventional stucco
Working evenings, weekends and/or holidays is not included

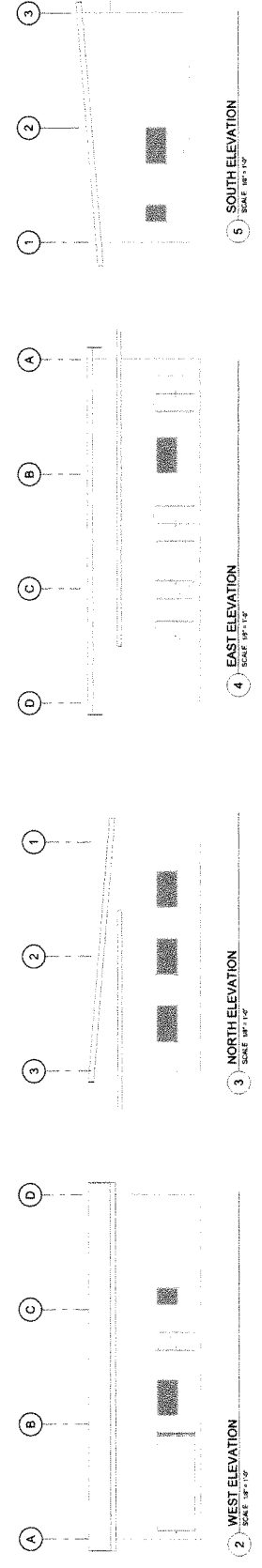
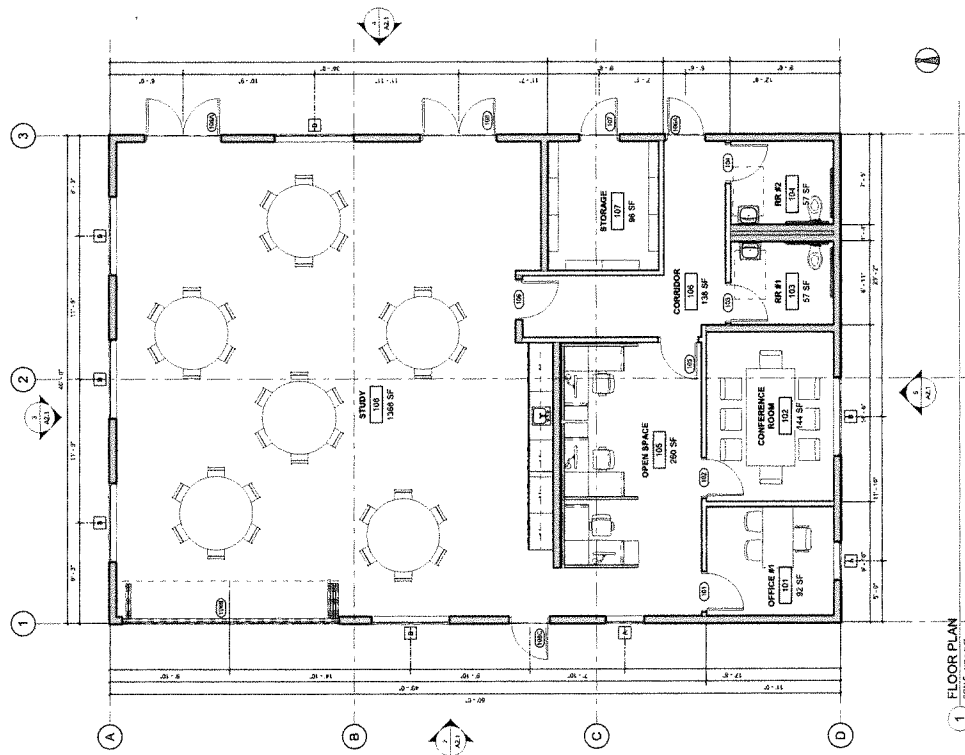


PROJECT	THE PRK BUILDING, INC. 1700 N. 10TH AVE. SUITE 100 DENVER, CO 80202 303.733.1000
OWNER	PRK BUILDING, INC.
DESIGNER	PRK BUILDING, INC.
STATUS	Client Address Book
New Multi-Purpose Building	



PROJECT NUMBER	200141
DATE	07/06/2022
DATA APPLICATION NO.	
FILE NO.	2001
PLAN NO.	2001
DATE BY	2001
DATE BY	2001
REVISIONS	
NO.	DESCRIPTION
1	
2	
3	
4	
5	

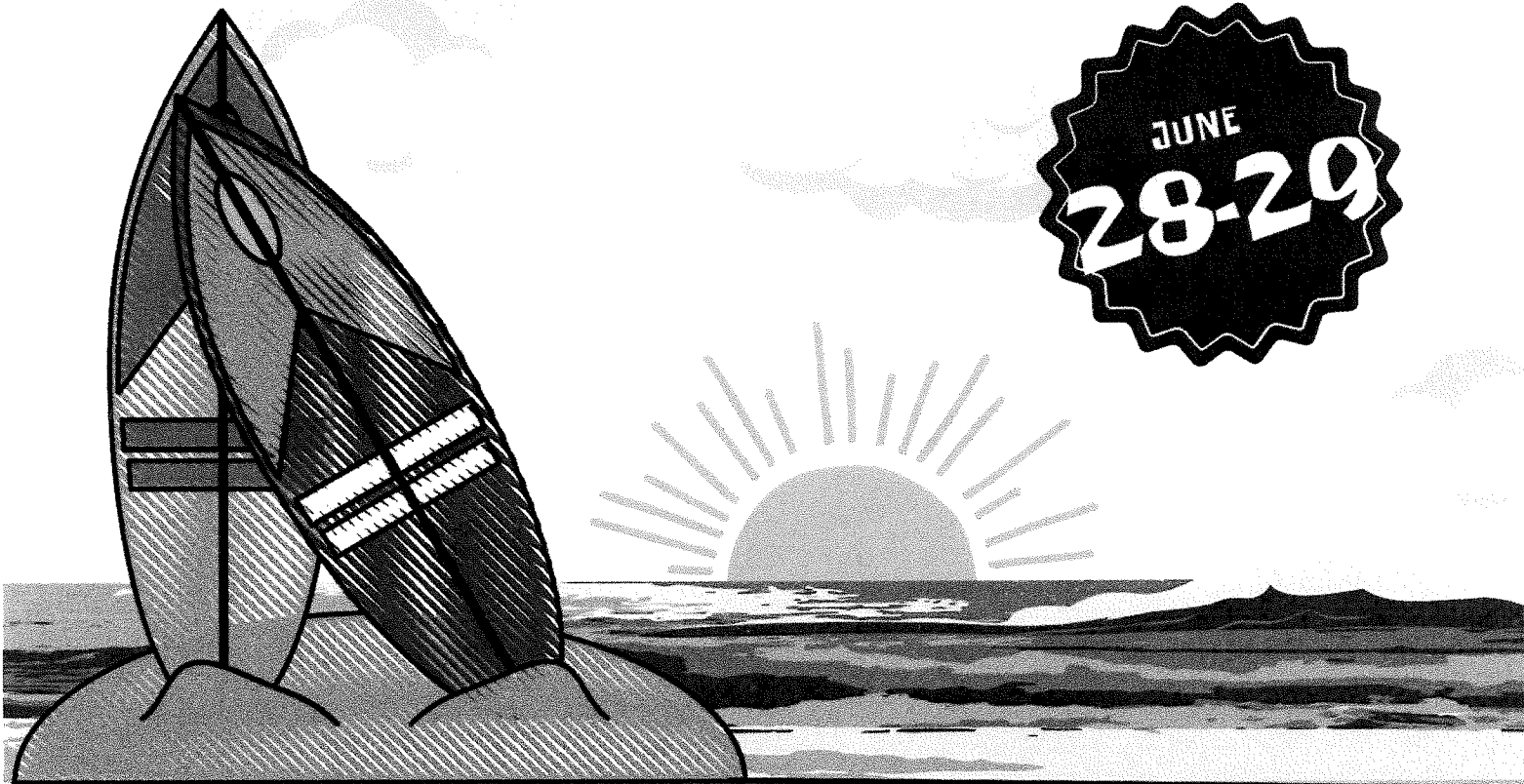
STATUS	
MPR FLOOR PLAN	
A2.1	



SMALL SCHOOL SUPERINTENDENTS
ASSOCIATION

SUMMER RETREAT

THE RETREAT OF 2023



JUNE
28-29

KEYNOTE SPEAKER

JEREMY SPIELMAN - NATIONAL PAIDEIA CENTER

WEDNESDAY AFTERNOON: SUPERINTENDENTS ROUND TABLE

THURSDAY: MAIN CONFERENCE (BREAKFAST AND LUNCH PROVIDED)

THURSDAY NIGHT: DINNER AT F. MCINTOCKS

SPONSORS

THURSDAY LUNCH
THRIVELY
FOUNDER-CEO
GIRISH VENKAT

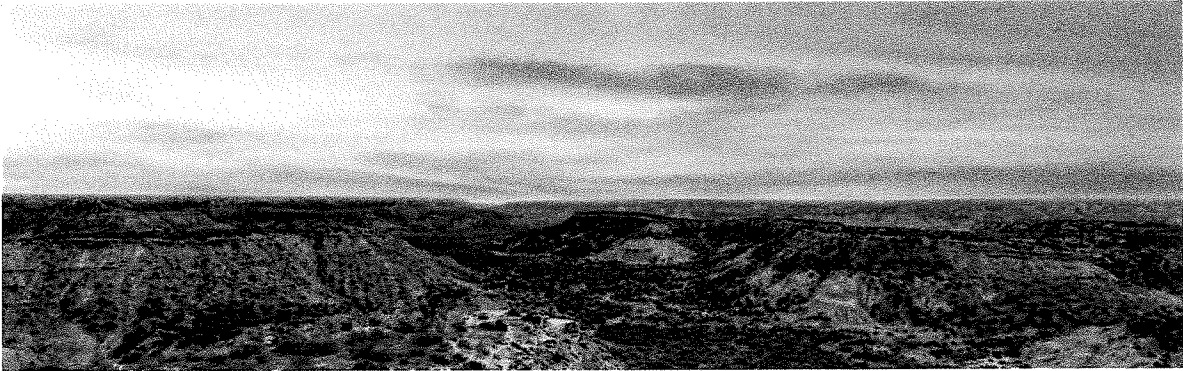
THURSDAY DINNER
JTS MODULAR
TOM GIAMPETRO



SEACREST CONFERENCE ROOM

PISMO BEACH, CALIFORNIA
MAKE YOUR OWN ROOM RESERVATIONS

WELCOMING NEW COLLEAGUES
AND CELEBRATING THOSE RETIRING!



***Caring to Learn, Learning to Care:
Enhancing Community Partnerships through Paideia Coached Projects
Paideia National Conference
June 22-23, 2023, in Amarillo, TX***

Join us in Amarillo for our 2023 National Conference, focusing on the Paideia Coached Project. We will have an opening reception and awards presentation on the evening of June 22. Our nationally accredited and certified schools as well as individual educators will be recognized at the reception.

Registration is now open, with discounts for groups of 5 or more in a single order.

REGISTER NOW

SUNNYSIDE UNION SCHOOL DISTRICT
JOB DESCRIPTION
COORDINATOR OF SPECIAL PROJECTS (COSP)

CLASSIFICATION: Classified Employee
SALARY LEVEL: Classified Salary Schedule
WORK YEAR: 12 Months (260 days); 40 hours per week (Full Time)
Includes After School/Breaks/Summers/Occasional Saturday's

DEFINITION

Under the supervision of the Superintendent-Principal or Designee the Coordinator of Special Projects will oversee student and community based programs that are part of the Sunnyside Union School District. They will ensure the implementation of both grant based and feed based programs offered before school, after school, school breaks, and summer are in alignment with the California Department of Education Expanded Learning Program Quality Standards. The COSP will oversee any current and future programs that maybe received and implemented by the district. Examples include, but are not limited to Community Learning Grants, Mental Health Grants, and Innovation Grants. The COSP will provide support and training, coaching, supervision and development of all Program Leaders and Components.

QUALIFICATION REQUIREMENTS

To perform the job successfully, an individual must be able to satisfactorily perform each essential duty. The requirements listed on the job description are representative of the knowledge, skills and abilities required. Reasonable accommodations may be made to enable individuals with disabilities to perform essential duties.

EXAMPLES OF DUTIES (May differ according to assignment and/or program)

The following is a list of duties that representative of the position and include but are not limited to:

- Organize yearly events calendar connecting community organizations to the school, students, and parents.
- Seek information and understanding of the student's home and community background and the relationship of this background to the student's performance in the school.
- Address the unique needs of students that arise.
- Coordinate with newly arrived families to assess their needs.
- Provide information for families via handouts, websites, school newsletter and procedures.
- Work with administrators, psychologist, parents, students and community officials on ethnic, socio- economic or other related problems.
- Assist administration with special projects, surveys, and reports as assigned.
- Integrating with the school site to meet the needs of the student population and community.
- Engaging and participating with the school site teachers and staff to provide a robust and comprehensive program.
- Provides leadership to a team of ELO Program Leaders to design and implement the before school, after school, breaks and summer programs.
- Provides training, coaching, supervision and development to the ELO Program Leaders.
- Works with school principals, program development specialists, academic coaches, teachers, staff, parents, and the local community to supervise the program at a given location in order to raise family literacy levels, improve academic performance in content standards, strengthen social relationships, and support social emotional learning.
- Increase student exposure to visual and performing arts, and provide meaningful opportunities for children to increase self-esteem by expanding their skills in a variety of areas through a structured program model.

- Ensures appropriate curriculum implementation and evaluates performance of support staff.
- Collaborates with staff to set goals for improvement of the program to meet program objectives of effectiveness and efficiency.
- Creates optimum conditions for teaching, learning, and working.
- Fosters attitudes in staff and students that facilitate excellent student learning.
- Develops cooperative relationships with parents and community organizations.
- Establishes and maintains a participatory management system through which the organizational affairs and program goals can be carried out successfully.

Essential Duties:

- Review and assists Program Leaders in the development of yearly instructional goals and objectives
- Identify, monitor, and assists Program Leaders in meeting their performance needs
- Review and assist Program Leaders
- Conduct post-observation conferences to assist Program Leaders in improving instructional competencies and provide corrective direction to staff

Evaluates Personnel:

- Rate employee performance and prescribe goals for improvements
- Communicate performance needs, concerns and commendations to staff
- Assist staff in establishing future performance goal

Plan Staff Development:

- Improve the effectiveness and efficiency of all program staff members
- Assess staff performance needs
- Communicate staff development needs to the ELO Program Director and Site Administrator.
- Assist with development and implementation of in-service programs

Monitor student behavior:

- Create optimum conditions for teaching and learning aligning with Site and District PBIS goals
- Develop and implement program-wide student behavior policies and procedures
- Communicate plans and procedures to students and staff
- Evaluate the effectiveness of the program's student behavior policies and procedures
- Monitor student attendance and assure the learning opportunity time for students
- Develop student attendance accounting procedures
- Monitor students' attendance
- Evaluate the effectiveness of the program's student attendance procedures

Create positive school climate:

- Foster positive attitudes of staff and student attitudes that facilitate student engagement and learning
- Develop clear and open channels of communication between administrators, staff, students and parents.
- Develop a system for recognizing student and staff achievements
- Develop a management system with staff participation
- Evaluate the effectiveness of procedures for maintenance of a positive climate
- Develop parent relations that facilitates student engagement and learning through parent- staff communications, cooperation and assistance
- Develop and implement a plan for parent conferences and a plan by which children's behavior and progress are regularly communicated to parents
- Establish and communicate the availability and accessibility of staff to parents
- Develop and implement a system through which the after school program activities are

regularly communicated to parents

- Develop and implement a plan for active team involvement in the program's planning, monitoring, and evaluation consistent with the needs of children, District policy, and State guidelines
- Evaluate the effectiveness of the program's parent relations

Organizes school management:

- Establish and maintain a participatory management system through which the organizational affairs of the program can be carried out efficiently and effectively.
- Establish staff participation, the program's goals and objectives in relationship to the Districts policies and grant needs.
- Establish and maintain with staff participation, an effective site communication system to ensure the seamless delivery of service
- Assist in disaster and safety plans development and participation in safety drills.

Plan and implement the budget consistent with program needs and available resources:

- Assess staff and material needs of the program
- Establish procedure for allocations of the program's financial resources
- Establish budget priorities with participation of staff, in relation to grant guidelines and program needs
- Maintain appropriate accounting records and procedures.
- Manage physical site facility ensuring that the physical plant and equipment facilitates student enrichment
- Conduct periodic assessments of facility needs
- Communicate the facility needs to appropriate District staff
- Ensure responsible use of site facilities

Other Related Duties:

- Attends meetings related to assignment
- Participates in available training to meet new safety and/or technology standards
- Performs other related duties as may be assigned by the supervisor

PHYSICAL EFFORT AND WORK ENVIRONMENT:

- Physical, mental, and emotional stamina to perform the duties and responsibilities of the position
- Mental acuity to collect and interpret data, evaluate, reason, define problems, establish facts, draw valid conclusions, make valid judgments and decisions
- Manual dexterity sufficient to write, use the telephone, computer, calculator, and office machines at required speed and accuracy
- Vision sufficient to read handwritten and printed materials, and the display screen of various office equipment and machines
- Hearing sufficient to communicate in person and hold telephone conversations in normal range (approximately 60 decibels)
- Speaking ability in an understandable voice with sufficient volume to be heard in normal conversational distances on the telephone and addressing groups
- Physical agility to sit, stand, kneel, walk, push/pull, squat, twist, turn, bend, stoop, and to reach overhead
- Physical stamina sufficient to sustain light physical labor for up to 8 hours, sit and/or walk for prolonged periods of time

- Physical mobility sufficient to move about the work environment (office, district, school site to site) for sustained periods of time on hard flooring, climb slopes, stairs, ramps, and to respond to emergency situations
- Physical strength sufficient to periodically lift and/or carry 40 pounds of materials or supplies; occasionally lift 80 or more pounds with assistance
- Occasionally push and/or pull a variety of tools, equipment, or objects weighing 80 or more pounds with assistance
- Work in an indoor and outdoor work environment

REQUIRED QUALIFICATIONS:

Education:

- High School Diploma or GED equivalency to assure the ability to read and write English and perform mathematical calculation at the level required for successful job performance.
- Paraprofessional qualification – by college course units (48 minimum) or passing the paraprofessional test administered by TCOE.

Experience:

- 3 years' experience in a supervisory or managerial position

Licenses and Certificates:

- Possession of a valid California driver's license Class C driver's license
- Paraprofessional Certificate, Pediatric/Adult First Aid (including the Heimlich Maneuver) and CPR within 6 months of employment

Knowledge of:

- Office methods and equipment, including receptionist, telephone, letter and report writing techniques.
- Techniques of student supervision.
- Child Development
- Conflict Resolution
- Needs of Adult learners
- Google products, Apple, Windows XP or Vista operating systems and Microsoft Office Software
- Curriculum Development

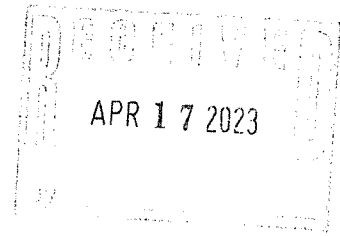
Ability to:

- Relate to issues involved in the student and his/her family life style
- Relate well to students and adults and earn their confidence and cooperation
- Understand and carry out assigned work with minimal supervision
- Takes responsibility to use good judgement in recognizing scope of authority
- Analyze situations accurately and adopt an effective course of action
- Use an alpha/numeric keyboard and standard office equipment effectively with a reasonable rate of speed and accuracy to successfully complete assignments
- Learn and use technology and computer software applications as appropriate to the work environment
- Maintain accurate and neat records and reports.
- Compose letters from oral and written instructions.
- Meet schedules and timelines.
- Establish and maintain co-operative relationships with those contacted during the performance of required duties, including students, school personnel, parents, vendors, co-workers, and the community
- Maintain regular attendance and punctuality

DESIRABLE QUALIFICATIONS:

- Previous experience in a school district or government entity
- Experience with persons of culturally and linguistically diverse backgrounds
- Previous experience in leadership, coaching, and teambuilding skills to strengthen and cultivate relationships
- Experience in conducting training workshops
- Experience in public relations, language, child growth and development, and/or psychology
- Strategic and analytical thinking skills with an ability to solve problems and make decisions
- Ability to use a consultative approach to resolving work related issues
- Ability to continuously seek quality service and process improvements in order to support a mission and strategic vision
- Ability to apply deductive reasoning and draw conclusions in order to solve problems and facilitate decision-making processes

Sunnyside Board of Trustees
21644 Ave 196
Strathmore, CA 93267



April 18, 2023

Lori Dieterle
38092 Highway 190
Springville, CA 93265

Dear Honored Board Members:

I am currently facing a challenge that I never imagined for myself. As you may know, I have had a couple of surgeries to remove cancer, the most recent being February 28, 2023. However, a PET scan later revealed cancer in three more places. I thought I would be back to school by the end of April, but complications from the surgery have prevented that. As it turns out, my sick leave is exhausted as of today, April 18, 2023.

It is for this reason that I am appealing to you. I am humbly requesting that you extend my paid sick leave until the end of the year. There is a strong possibility that I may be back and will not need to use all of it; however, I am receiving chemo treatments, so when I am able to resume teaching, I will definitely need some days off for the treatments. Believe me when I say that I will be so grateful when this has passed and I can finally re-enter my classroom and get back to my students; I miss them so much.

Thank you for your gracious consideration.

Lori Dieterle

Lori Dieterle

SUNNYSIDE UNION ELEMENTARY SCHOOL

Superintendent's Evaluation Criteria and Evaluation Form

(Model 1)

Date Adopted: _____

Sunnyside Union Elementary School

SUPERINTENDENT-PRINCIPAL EVALUATION CRITERIA

A. RELATIONSHIP WITH THE GOVERNING BOARD:

1. Follows written policies adopted by the Board.	1	2	3	4	5
2. Offers well thought out recommendations which include alternatives when appropriate and does not leave the Board hanging with indecision and frustration.	1	2	3	4	5
3. Exhibits respect and trust and endeavors to develop the same with the Board.	1	2	3	4	5
4. Receptive to suggestions for improvement of the school system originating with members of the Board.	1	2	3	4	5
5. Shows competency in short and long range planning.	1	2	3	4	5
6. Communications are clear, timely and properly written for the Board and Community.	1	2	3	4	5
7. Strives to achieve unity among diverse viewpoints.	1	2	3	4	5
8. Keeps the Board informed on issues, needs, and operations of the school district.	1	2	3	4	5
9. Interprets and executes the intent of Board Policy.	1	2	3	4	5
10. Has a Harmonious working relationship with the Board.	1	2	3	4	5
11. Works cooperatively with the Board to establish board goals each year for the district.	1	2	3	4	5

B. COMMUNITY RELATIONSHIPS:

1. Develops a positive image and rapport with community patrons and business enterprises.	1	2	3	4	5
2. Expresses thoughts and ideas in language suitable for the audience to which he/she is speaking.	1	2	3	4	5
3. Encourages Board members to attend professional meetings for increased awareness of educational trends and solutions to educational problems.	1	2	3	4	5
4. Recognizes problems which may affect relations between Board and superintendent and seeks solutions.	1	2	3	4	5
5. Solicits and gives attention to problems and opinions of all groups and individuals throughout the district.	1	2	3	4	5
6. Works effectively with public and private agencies.	1	2	3	4	5
7. Develops friendly and cooperative relationships with news media.	1	2	3	4	5

C. BOARD MEETINGS:

1. Reviews agenda with Board President, if requested, prior to the meeting.	1	2	3	4	5
2. Provides well organized agendas and clear recommendations for the Board to consider.	1	2	3	4	5
3. Provides Board materials at least forty-eight hours before the regular board meeting to enable members to read and study prior to decision making.	1	2	3	4	5
4. Displays effectiveness in proposing, implementing and reporting evaluation of programs and personnel.	1	2	3	4	5
5. Keeps the Board well informed on controversial issues that have come to the Superintendent's attention.	1	2	3	4	5
6. Serves as the educational leader of the district.	1	2	3	4	5
7. Exhibits respect for the Board.	1	2	3	4	5
8. Seeks staff input both in research for decision making and in presentations at board meetings.	1	2	3	4	5

D. RELATIONSHIP TO THE INSTRUCTIONAL PROGRAM:

1. Understands what a quality instructional program ought to be for the district and is accountable for how well the staff performs.	1	2	3	4	5
2. Keeps the Board informed of new developments in course content and teaching techniques.	1	2	3	4	5
3. Reflects a willingness to try new approaches for methods for improving the instructional program for the district.	1	2	3	4	5
4. Keeps in mind the total needs of the district when dealing with special interest groups who try to influence the instruction for a few selected students.	1	2	3	4	5
5. Organizes a planned program of curriculum evaluation and improvement.	1	2	3	4	5
6. Implements the district's philosophy of education.	1	2	3	4	5

E. STAFF AND PERSONNEL RELATIONSHIPS:

1. Seeks to foster high morale and cohesiveness among district employees.	1	2	3	4	5
2. Encourages professional growth and upward advancement within the district.	1	2	3	4	5
3. Has open communication to and from the superintendent's office.	1	2	3	4	5
4. Treats all personnel fairly, without favoritism or discrimination, while insisting on performance of duties.	1	2	3	4	5
5. Delegates authority to staff members appropriate to the position each holds.	1	2	3	4	5
6. Recruits and assigns the best available personnel in terms of their competencies.	1	2	3	4	5
7. Encourages participation of appropriate staff members and groups in planning, procedures, and policy interpretation.	1	2	3	4	5
8. Evaluates performance of staff members, giving commendation for good work as well as constructive suggestions for improvement.	1	2	3	4	5
9. Takes an active role in development of salary schedules for all personnel, and recommends to the Board the levels which, within budgetary limitations, will best serve the interests of the district.	1	2	3	4	5
10. Establishes, meets and confers with the negotiating team, representing the interest and will of the Board to the best of his/her ability and understanding.	1	2	3	4	5

F. FINANCIAL MANAGEMENT OF THE DISTRICT:

1. Knows the budgetary process and the restrictions imposed by state and federal mandates.	1	2	3	4	5
2. Makes provisions for long range planning, for site acquisition, plan maintenance, and additional facilities.	1	2	3	4	5
3. Works with the Board to select appropriate staff to implement, monitor and review the financial status of the district.	1	2	3	4	5
4. Evaluates financial needs and makes recommendations to the Board for adequate financial.	1	2	3	4	5
5. Works cooperatively with the Board to establish budget priorities for the district.	1	2	3	4	5

G. PERSONAL QUALITIES

1. Creates a feeling of unity and enthusiasm in his leadership style.	1	2	3	4	5
2. Maintains control of emotions when things are not going well.	1	2	3	4	5
3. Conveys openness when receiving divergent views.	1	2	3	4	5
4. Is a good listener and perceives the intent of suggestions, disagreements, and ideas.	1	2	3	4	5
5. Demonstrates trust, honesty, truthfulness and consistency in relationships with the Board, staff, students and community.	1	2	3	4	5
6. Shows pride and good taste in his/her personal appearance and appropriate dress.	1	2	3	4	5
7. Supports the Board and those people responsible to the superintendent.	1	2	3	4	5
8. Reflects good management practices in effective use of time and time efficiency.	1	2	3	4	5
9. Maintains professional development by reading, attending seminars, conferences and workshops.	1	2	3	4	5
10. Writes clearly and concisely.	1	2	3	4	5
11. Exercises good judgment and the democratic processes in arriving at decisions.	1	2	3	4	5
12. Speaks well in front of large and small groups, expressing ideas in a logical and forthright manner.	1	2	3	4	5

APPRAISAL SCALE

Use the following numerical scale to indicate your appraisal of the Superintendent's performance:

- | | |
|--------------------------|--|
| 1. Marginal: | Performance is clearly below acceptable level. (Does not meet district standards) |
| 2. Fair: | Performance comes close to being acceptable but the need for further development is recognizable. (Needs improvement). |
| 3. Competent: | Performance is capable or worthy of being accepted, satisfactory, sufficient. |
| 4. Commendable: | Performance is noticeably better than "acceptable". (Exceeds district standards). |
| 5. Distinguished: | Outstanding performance is clearly obvious to all. (A special category to recognize exemplary district performance). |

SUPERINTENDENT'S PERFORMANCE REVIEW

Name _____ Review Period _____ to _____

Service year 1st _____ 2nd _____ Over 2 years _____

Key:

1- Marginal 2-Fair 3-Competent 4-Commendable 5-Distinguished

A. Relationship with the Governing Board

Rating _____

Strengths:

Areas to refine:

B. Community Relationships

Rating _____

Strengths:

Area to refine:

C. **Board Meetings**

Rating _____

Strengths:

Areas to refine:

D. **Relationship to the Instructional Program**

Rating _____

Strengths:

Areas to refine:

E. **Staff and Personnel Relationships**

Rating _____

Strengths:

Area to refine:

F. **Financial Management of the District**

Rating _____

Strengths:

Areas to refine:

G. **Personal Qualities**

Rating _____

Strengths:

Areas to refine:

FORMAL PERFORMANCE REVIEW RESULTS

It is the opinion of the Governing Board that the overall performance evaluation of the Superintendent shall be:

President, Governing Board

Date

This is to confirm that I have met with the Board/Board President and reviewed the above evaluation. I understand this evaluation shall be placed in my personnel file.

Superintendent

Date

IMPROVEMENT PLAN

Areas to Refine:

Cooperative Improvement Plan (to be completed by the Superintendent and evaluator)