



787 Spreckels Avenue  
Manteca CA, 95336  
P 209.825.1921

August 5, 2021

Reef-Sunset Unified School District  
205 north Park Avenue  
Avenal, CA 93204

Re: Annual Contract Extension of 2018 Facility Supply Services Contract

Attn: Patrick Sanchez, Superintendent

American Modular is pleased to offer the Reef-Sunset unified School District a one (1) year Contract Extension for the Modular Building Piggyback Contract. As allowed under the provisions contained in the Education Code and the original contract documents, specifically, "Instructions to Bidders – Section 26" for all buildings under the Base Bid, alternatives and additive alternated including the allowable CPI increase per the Bid, pricing for all line items shall be increased by a compounding 5.45%, 2.08% and 1.42% for increases in years 2019, 2020, and 2021. The new Contract period will begin on October 31, 2021 and will end October 31, 2022.

I thank you for your business and the positive relationship that has existed between American Modular and the Reef-Sunset Unified School District during the course of this Contract. I look forward to the extension of this Contract and the opportunity to work for and with the Reef-Sunset Unified School District to help meet the District's future construction needs.

If acceptable, please sign below and return acknowledging the District's intent to renew the Contract as proposed subject to Final Board Approval.

Sincerely,

Daniel Sarich  
President

ACKNOWLEDGED:  
Reef-Sunset Unified School District

BY:

TITLE: Superintendent

SUBJECT TO FINAL BOARD APPROVAL

DATE: 9/16/21

REEF-SUNSET UNIFIED SCHOOL DISTRICT  
MINUTES OF SEPTEMBER 16, 2021  
DISTRICT BOARD/STAFF DEVELOPMENT ROOM

A regular meeting of the Reef-Sunset Unified School District Board of Trustees was held on this date in the Board/Staff Development Room located at 205 N. Park Ave., Avenal, CA 93204 and live streamed via the district website.

Mr. Chavez, Board President called the meeting to order at 5:30 p.m. and the Board convened to closed session. The meeting was reconvened to open session at 6:04 p.m. and Mr. Chavez led the audience in the pledge of allegiance.

**BOARD MEMBERS PRESENT:**

Lupe Chavez, President  
Claudia Cazares, Clerk (*attended virtually*)  
Precilla Barrera-Lopez  
Lissette Padilla  
Lilia Rizo (*arrived at 5:31pm*)  
Jesus Lopez, Student Board Member

**CLOSED SESSION ANNOUNCEMENTS/ACTIONS:** None

**APPROVAL OF AGENDA FOR SEPTEMBER 16, 2021:**

Motion by Padilla seconded by Barrera-Lopez to approve the agenda as presented.

Roll Call Vote: Padilla – Yes, Barrera-Lopez – Yes, Chavez – Yes, Rizo – Yes, Cazares – Yes

*Motion Carried*

**APPOINTMENT OF STUDENT BOARD MEMBER / OATH OF OFFICE:**

Newly elected Student Board Member, Jesus Lopez was given the oath of office by Mr. Todd Barlow, KCOE Superintendent of Schools. Mr. Sánchez and the Board welcomed Jesus with flowers.

**PUBLIC HEARING:**

A. Sufficiency of Instructional Materials:

Mrs. Carlosn briefly explained that the public hearing was required concerning the district's report that it will have sufficient textbooks and instructional materials in each content standard for core material areas. Hearing opened for comment at 6:13 p.m. No further comments, the hearing was closed at 6:14 p.m.

**PUBLIC COMMENT:** An AHS teacher expressed concerns with infrastructure issues at AHS and asked the Board to put our student's first before constructing a new district office building.

**PRESENTATIONS:**

A. WKCTA/CSEA Representatives - Mr. Silva shared he had been working at RSUSD for fifteen years and was happy to work here; where he feels he belongs. He hopes CTA and the district can work together. Mr. Silva stated that his unit is asking for what they feel is fair.

**STAFF/BOARD COMMUNICATIONS:**

A. Board Members - Ms. Cazares reported that she attended a presentation on Suicide Awareness and will share information with Mr. Sánchez. She also wished good luck to our middle school student athletes. Mrs. Rizo expressed she was happy to have her student attend at AHS. Mrs. Barrera-Lopez welcomed Jesus to the board. She expressed excitement to see cross guards at AES. She reported she would be attending a volleyball game to see our AHS lady bucs play. She expressed she was happy to know that 75 girls tried out for volleyball. Ms. Padilla thanked

everyone for all their hard work and wished good luck to our student athletes. She also recognized that the third week in October is Undocumented Student Action Week. Finally, Ms. Padilla welcomed Jesus to the Board. Jesus thanked everyone for their welcome. Mr. Chavez thanked Mr. Silva for helping with student athletes. Mr. Chavez reported he would try to visit AHS. He reported that Sunday, 9/19 the City and District would hold a Vaccination Fair, where they would be giving raffle tickets for various gifts. They would also have food and informational booths. Finally, he wished good luck to all athletes.

- B. Business, Mr. Luna - Reported that the Food Service department was working on purchasing reusable water bottles for all students/staff to allow them to use at site refill stations. Also, due to an increase in enrollment at TES, the Food Service department would be purchasing a new freezer, stove and 2 additional ovens in an attempt to make it a fully functioning cafeteria. Mr. Luna also reported that due to the continued impact of the pandemic, the district had been experiencing food and material production delays; therefore menus would vary. He also reported that they would be securing additional outside tables/seating for AHS students. Mr. Luna reported that the Maintenance department was busy working on plumbing issues at KCES. They were also busy working on replacing three HVAC systems at TES. Mr. Luna reported that the Kinder project was on track. He showed a PowerPoint presentation on the LCAP and BOP final revisions. He also reported that the auditors would be visiting the district at the end of the month to go over the unaudited actuals for 2020-21. Finally, Mr. Luna reported that the Business department was working with KCOE to resolve a file batch issue. KCOE hopes to have this issue resolved within the next week. This would not impact daily business operations.
- C. Curriculum, Dr. Aragon - Absent.
- D. Superintendent, Mr. Sánchez – Reported on the Vaccination Fair that would be held on Sunday, 9/19. He reported that it would be a first come, first serve basis event. They would have 200 vaccinations available. He reported that he made visits to KCES and TES with a couple board members. Mr. Sánchez offered to cover Mr. Santino’s classroom so he could visit with Mr. Chavez and give him a tour of AHS. Finally, he welcomed Jesus Lopez to the Board.

#### APPROVAL OF CONSENT CALENDAR:

- A. Minutes of August 19 & 20, 2021
- B. Warrants
- C. Personnel Report
- D. Renewal of the Nearpod District License for 2021-22
- E. Approve New RSUSD Adult Ed Representative for West Hills Consortium
- F. Request Approval to Attend the Mt. Sac Cross Country Invitational at Walnut, CA - October 22, 2021

Motion by Padilla seconded by Barrera-Lopez to approve the Consent Calendar as amended. *Revised Consent Calendar Item C - Personnel Report, added Mr. Guerrero, Executive Director of HR and Lilia Chavez Inst. Aide at TES.*

Preferential Vote: J. Lopez - Yes

Roll Call Vote: Padilla – Yes, Barrera-Lopez – Yes, Chavez – Yes, Rizo – Yes, Cazares – Yes

*Motion Carried*

#### ACTION ITEMS:

- A. Resolution 2021: 15, Sufficiency of Instructional Materials:

Motion by Rizo seconded by Cazares to approve Resolution 2021: 15, as presented.

Preferential Vote: J. Lopez - Yes

Roll Call Vote: Padilla – Yes, Barrera-Lopez – Yes, Chavez – Yes, Rizo – Yes, Cazares – Yes

*Motion Carried*

- B. Resolution 2021: 16, Open Fund 08 - Student Activity Special Revenue Fund:

Motion by Padilla seconded by Cazares to approve Resolution 2021: 16, as presented.

Preferential Vote: J. Lopez - Yes

Roll Call Vote: Padilla – Yes, Barrera-Lopez – Yes, Chavez – Yes, Rizo – Yes, Cazares – Yes

*Motion Carried*

C. Resolution 2021: 17, Gann Limit:

Motion by Barrera-Lopez seconded by Cazares to approve Resolution 2021: 17, as presented.

Preferential Vote: J. Lopez - Yes

Roll Call Vote: Padilla – Yes, Barrera-Lopez – Yes, Chavez – Yes, Rizo – Yes, Cazares – Yes

*Motion Carried*

D. 2020-21 Unaudited Actuals Financial Report:

Motion by Barrera-Lopez seconded by Padilla to approve the report as presented.

Preferential Vote: J. Lopez - Yes

Roll Call Vote: Padilla – Yes, Barrera-Lopez – Yes, Chavez – Yes, Rizo – Yes, Cazares – Yes

*Motion Carried*

E. Request to Approve Waiver for Form CEA of Unaudited Actuals:

Motion by Padilla seconded by Barrera-Lopez to approve the waiver as presented.

Preferential Vote: J. Lopez - Yes

Roll Call Vote: Padilla – Yes, Barrera-Lopez – Yes, Chavez – Yes, Rizo – Yes, Cazares – Yes

*Motion Carried*

F. Request to Approve the InformedK12 Document Automation Agreement:

Motion by Barrera-Lopez seconded by Padilla to approve the agreement as presented.

Preferential Vote: J. Lopez - Yes

Roll Call Vote: Padilla – Yes, Barrera-Lopez – Yes, Chavez – Yes, Rizo – Yes, Cazares – Yes

*Motion Carried*

G. Request to Approve the School Resource Officer Agreement for July 1, 2021 - June 30, 2024:

Motion by Cazares seconded by Padilla to approve the agreement as presented.

Preferential Vote: J. Lopez - Yes

Roll Call Vote: Padilla – Yes, Barrera-Lopez – Yes, Chavez – Yes, Rizo – Yes, Cazares – Yes

*Motion Carried*

H. Request to Approve the Charitable Pledge Agreement between The Wonderful Company LLC and RSUSD for the Ag Prep Program at AHS for 2021-22:

Motion by Barrera-Lopez seconded by Rizo to approve the agreement as presented.

Preferential Vote: J. Lopez - Yes

Roll Call Vote: Padilla – Yes, Barrera-Lopez – Yes, Chavez – Yes, Rizo – Yes, Cazares – Yes

*Motion Carried*

I. Ratification of a Three Year Tentative Agreement with the CSEA Bargaining Unit for 2020/21 - 2022/23:

Motion by Cazares seconded by Padilla to approve the agreement as presented.

Preferential Vote: J. Lopez - Yes

Roll Call Vote: Padilla – Yes, Barrera-Lopez – Yes, Chavez – Yes, Rizo – Yes, Cazares – Yes

*Motion Carried*

J. Request to Approve the Revised Salary Schedule for ‘Occasional and Non-Represented Substitute Employees’:

Motion by Barrera-Lopez seconded by Padilla to approve the revised salary schedule as presented.

Preferential Vote: J. Lopez - Yes

Roll Call Vote: Padilla – Yes, Barrera-Lopez – Yes, Chavez – Yes, Rizo – Yes, Cazares – Yes

*Motion Carried*



K. Request to Approve Rivera’s Air Heating and Cooling Service Inc. Proposal for Three HVAC Units at Avenal Elementary School:

Motion by Padilla seconded by Barrera-Lopez to approve the proposal as presented.

Preferential Vote: J. Lopez - Yes

Roll Call Vote: Padilla – Yes, Barrera-Lopez – Yes, Chavez – Yes, Rizo – Absent, Cazares – Yes

*Motion Carried*

L. Request to Purchase and Replace New Equipment for the Grounds Department:

Motion by Barrera-Lopez seconded by Padilla to approve the purchase of new equipment as presented.

Preferential Vote: J. Lopez - Yes

Roll Call Vote: Padilla – Yes, Barrera-Lopez – Yes, Chavez – Yes, Rizo – Yes, Cazares – Yes

*Motion Carried*

M. Request to Approve the Annual Contract Extension of the 2018 Facility Supply Services Contract:

Motion by Padilla seconded by Rizo to approve the extension of the 2018 facility supply services contract as presented.

Preferential Vote: J. Lopez - Yes

Roll Call Vote: Padilla – Yes, Barrera-Lopez – Yes, Chavez – Yes, Rizo – Yes, Cazares – Yes

*Motion Carried*

N. Request to Approve the Agreement for Short-Term Consultant Services:

Motion by Padilla seconded by Barrera-Lopez to approve the agreement as presented.

Preferential Vote: J. Lopez - Yes

Roll Call Vote: Padilla – Yes, Barrera-Lopez – Yes, Chavez – Yes, Rizo – Yes, Cazares – Yes

*Motion Carried*

O. Adoption of the New/Revised June 2021 Board Policies and Administrative Regulations:

Motion by Padilla seconded by Barrera-Lopez to approve the adoption as presented.

Preferential Vote: J. Lopez - Yes

Roll Call Vote: Padilla – Yes, Barrera-Lopez – Yes, Chavez – Yes, Rizo – Yes, Cazares – Yes

*Motion Carried*

DISCUSSION ITEMS:

A. Future Agenda Items: None

B. Superintendent’s Closing Remarks - Mr. Sánchez reminded everyone of the Vaccination Fair for Sunday, 9/19 at the Avenal Recreation Center.

ADJOURNMENT: There being no further business the meeting was adjourned at 7:44 p.m.

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Secretary to the Board

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Date



## **BID MANUAL**

### **FACILITY SUPPLY SERVICES CONTRACT AT VARIOUS SITES**

**REEF-SUNSET UNIFIED SCHOOL DISTRICT  
205 North Park Avenue  
Avenal, CA 93204**

**AUGUST 25, 2018**



# Reef - Sunset Unified School District

205 NORTH PARK AVENUE - AVENAL, CALIFORNIA 93204  
(559) 386-9083 FAX (559) 386-5303

David East, Ed.D., Superintendent

BOARD OF TRUSTEES: Enrique Jimenez, Claudia Cazares, Chris Collins, Lupe Chavez, Lilia Rizo

September 24, 2018

Mr. Daniel M. Sarich  
American Modular Systems  
787 Spreckels Avenue  
Manteca, CA 95336



**Subject: Notice of Award – Facility Supply Services Contract**

Dear Mr. Sarich,

Thank you for submitting your bid for the Facility Supply Services Contract. Reef-Sunset Unified School District ("District") has completed its review of bids submitted in response to the Districts' bid package for the Facility Supply Services Contract bid. Accordingly, we are pleased to inform you the Reef-Sunset Unified School District Board of Education has awarded American Modular Systems the contract as the lowest responsible bidder at the board meeting held on September 20, 2018.

Thank you for your participation in this process.

We look forward to working with you.

Sincerely,

A handwritten signature in black ink, appearing to read 'David East'.

David East, Ed.D.  
Superintendent  
Reef-Sunset Unified School District



# Reef - Sunset Unified School District

205 NORTH PARK AVENUE - AVENAL, CALIFORNIA 93204  
(559) 386-9083 FAX (559) 386-5303

David East, Ed.D., Superintendent

BOARD OF TRUSTEES: Enrique Jimenez, Claudia Cazares, Chris Collins, Lupe Chavez, Lilia Rizo

September 24, 2018

RE: Reef-Sunset Unified School District Facility Supply Services Contract  
Instructions to Bidders  
Item # 23 Clarification (not an amendment)  
Public Contract Code 20118

TO: School Districts, Community College Districts, Universities and Public Agencies

As per Public Contract Code sections 20118 and 20652, other school districts, County Office of Educations, Community College Districts, California State Universities, and other Public Agencies including Cities and Counties within the State of California, may procure the identical Project item(s) at the same price and upon the same terms and conditions as set forth in the contract.

Furthermore, as per Public Contract Code, other school districts, County Office of Educations, Community College Districts, California State Universities, and other Public Agencies including Cities and Counties within the State of California, may purchase personal property directly from the vendor and make payments directly to the vendor under the same terms and conditions that are available to the agency under the contract.

Sincerely

A handwritten signature in black ink, appearing to read 'David East'.

David East, Ed.D.

Superintendent

Reef-Sunset Unified School District

REEF-SUNSET UNIFIED SCHOOL DISTRICT  
MINUTES OF SEPTEMBER 20, 2018  
KETTLEMAN CITY SCHOOL LIBRARY



A regular meeting of the Reef-Sunset Unified School District Board of Trustees was held on this date in the Kettleman City School Library located at 701 General Petroleum, Kettleman City, CA.

Ms. Cazares, Board Clerk called the meeting to order at 5:30 p.m. The Board convened to closed session. The meeting was reconvened to open session at 6:11 p.m. and Ms. Cazares led the audience in the pledge of allegiance.

**BOARD MEMBERS PRESENT:**

Enrique Jimenez, Board President(*absent*)  
Claudia Cazares, Clerk  
Chris Collins  
Lupe Chavez  
Lilia Rizo  
Ivonne Pulido, Student Board Member

**CLOSED SESSION ANNOUNCEMENTS/ACTIONS:** None

**REQUEST TO CHANGE THE ORDER OF THE AGENDA:**

Motion by Chavez seconded by Rizo to approve the order as stated.

Roll Call Vote: Jimenez – Absent, Collins – Yes, Chavez – Yes, Rizo – Yes, Cazares – Yes  
*Motion Carried*

**APPROVAL OF AGENDA FOR SEPTEMBER 20, 2018:**

Motion by Collins seconded by Chavez to approve the agenda as amended.

Roll Call Vote: Jimenez – Absent, Collins – Yes, Chavez – Yes, Rizo – Yes, Cazares – Yes  
*Motion Carried*

**APPOINTMENT OF STUDENT BOARD MEMBER / OATH OF OFFICE:**

Newly elected, Student Board Member, Ivonne Pulido was given the oath of office by Mr. Todd Barlow, KCOE Superintendent of Schools.

**PUBLIC HEARING:**

- A. Sufficiency of Instructional Materials: Mr. Horn briefly explained that the public hearing was required concerning the district's report that it will have sufficient textbooks or instructional materials in each subject area. Hearing opened for comment at 6:21 p.m. No further comments, hearing closed at 6:21 p.m.

**PUBLIC COMMENT:** KCES parents, Ms. Estrada, Ms. Meza and Mrs. Delapaz expressed discontent with KCES administration. They would like to keep the traditional 8<sup>th</sup> grade trip to a theme park and not an overnight camping trip.

**PRESENTATIONS:**

- A. Student Representatives: KCES and AHS students, Brenda Pulido, Paola Andrade and Guadalupe Rodriguez reported on current and upcoming school activities.  
B. CSEA/WKCTA Representatives: Mrs. Wilkinson, CTA President gave an update on what teachers are currently working on to keep our students learning.

**STAFF/BOARD COMMUNICATIONS:**

- A. Board Members- Mrs. Rizo reported on her experience with toddlers. Feels the classroom is the best experience for her students. Mr. Collins recognized all the school sports and welcomed everyone back to this school year. Mr. Chavez reported he attended his first

volleyball game in Lemoore and welcomed everyone back. Ms. Cazares attended the AHS Back to School night and stated she had a great experience. She also reported on the KCES field update.

- B. Mr. Horn- Reported the district completed the ELPAC assessments at school sites. He reviewed assessment timelines. Mr. Horn reported on ELD instructional rounds and stated they were going to start a new teacher induction program at KCOE.
- C. Dr. East- Reported he was honored to receive the “Recycler of the Year award form Mid-Valley Disposal due to the team efforts of Dee Clements, Food Service Director, and her staff for helping train our students on the importance of recycling. Dr. East also reported that the technology department had been busy upgrading Chromebooks. The district purchased a new platform to update the district website. He reported on the new equipment in the cafeteria. He also reported that the older vehicles will be disposed. Dr. East reported that Fernando will submit another grant in hopes of obtaining an electric bus. Dr. East reported he met with David Iwanaga and walked the Avenal High School campus to begin preliminary plans for an improvement project using Measure S funds. He also reported that the district is working on a request for proposals for auditors for the upcoming school year. Dr. East reported the district was nearing the close of escrow on the TES addition. He reported on SB328 and stated that the Governor vetoed the bill. Finally, he reported Oct. 5<sup>th</sup> - AHS homecoming, Oct. 8-12 Week of the School Administrator, and Oct. 15 - district in-service day.

#### APPROVAL OF CONSENT CALENDAR:

- A. Minutes of June 20, August 16, & September 5, 2018
- B. Warrants
- C. Personnel Report
- D. Request to Sell/Dispose Three Obsolete Vehicles
- E. Request to Approve the Out-of-State Travel for RSMS Teachers Mr. Jimenez/  
K. Ashleman to Attend the NSTA Conference on October 11-13, 2018 – Reno, Nevada

Motion by Chavez seconded by Collins to approve the Consent Calendar as presented.

Roll Call Vote: Jimenez – Absent, Collins – Yes, Chavez – Yes, Rizo – Yes, Cazares – Yes

*Motion Carried*

#### ACTION ITEMS:

- A. Discuss and Approve Response to the Kings County Grand Jury Final Report 2017-18  
Regarding Avenal High School:

Motion by Chavez seconded by Rizo to approve the response as presented.

Roll Call Vote: Jimenez – Absent, Collins – Yes, Chavez – Yes, Rizo – Yes, Cazares – Yes

*Motion Carried*

- B. Resolution 2018: 12, Sufficiency of Instructional Materials:

Motion by Collins seconded by Chavez to approve Resolution 2018: 12, as presented.

Roll Call Vote: Jimenez – Absent, Collins – Yes, Chavez – Yes, Rizo – Yes, Cazares – Yes

*Motion Carried*

- C. Resolution 2018: 14, Gann Limit:

Motion by Collins seconded by Chavez to approve Resolution 2018: 14, as presented.

Roll Call Vote: Jimenez – Absent, Collins – Yes, Chavez – Yes, Rizo – Yes, Cazares – Yes

*Motion Carried*

- D. 2017-18 Unaudited Actuals Financial Report:

Motion by Rizo seconded by Collins to approve the report as presented.

Roll Call Vote: Jimenez – Absent, Collins – Yes, Chavez – Yes, Rizo – Yes, Cazares – Yes

*Motion Carried*



E. Request to Approve the Purchase of a 2019 Chevrolet Truck:

Motion by Collins seconded by Rizo to approve the purchase of the truck as presented.

Roll Call Vote: Jimenez – Absent, Collins –Yes, Chavez – Yes, Rizo – Yes, Cazares – Yes

*Motion Carried*

F. Request to Approve the Agreement between Kings View Counseling Services for Kings County and RSUSD 2018-19:

Motion by Collins seconded by Rizo to approve the agreement as presented.

Roll Call Vote: Jimenez – Yes, Collins –Yes, Chavez – Yes, Rizo – Yes, Cazares – Yes

*Motion Carried*

G. Request to Approve the Bid Award Contract for Fire Alarm Improvements at Kettleman City Elementary School:

Motion by Collins seconded by Rizo to approve the bid award contract to A-C Electric Company.

Roll Call Vote: Jimenez – Absent, Collins –Yes, Chavez – Yes, Rizo – Yes, Cazares – Yes

*Motion Carried*

H. Request to Approve the Bid Award Contract for Fire Alarm Improvements at Avenal Elementary School:

Motion by Rizo seconded by Chavez to approve the bid award contract to A-C Electric Company.

Roll Call Vote: Jimenez – Absent, Collins –Yes, Chavez – Yes, Rizo – Yes, Cazares – Yes

*Motion Carried*

I. Request to Approve the Award Contract to American Modular Systems, Inc. for the Facility Supply Services Contract:

Motion by Collins seconded by Rizo to approve the bid award contract to American Modular Systems, Inc. as presented.

Roll Call Vote: Jimenez – Absent, Collins –Yes, Chavez – Yes, Rizo – Yes, Cazares – Yes

*Motion Carried*

J. First Reading of Revised AR 3350, Travel Expenses

Motion by Collins seconded by Chavez to approve the first reading as presented.

Roll Call Vote: Jimenez – Absent, Collins –Yes, Chavez – Yes, Rizo – Yes, Cazares – Yes

*Motion Carried*

K. First Reading of Revised AR 3350.1, Expenses Claims and District Charge Cards:

Motion by Chavez seconded by Collins to approve the first reading as presented.

Roll Call Vote: Jimenez – Absent, Collins –Yes, Chavez – Yes, Rizo – Yes, Cazares – Yes

*Motion Carried*

L. Adoption of New/Revised July 2018 Board Policies and Administrative Regulations:

Motion by Chavez seconded by Rizo to approve the adoption as presented.

Roll Call Vote: Jimenez – Absent, Collins –Yes, Chavez – Yes, Rizo – Yes, Cazares – Yes

*Motion Carried*

#### DISCUSSION ITEMS:

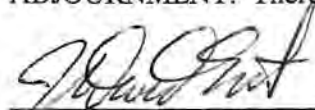
- A. Potential Student Health Center- Dr. East reported that the district had been discussing the possibility of bringing in a student health center for the past three years. The district would like to model Reedley High School who partnered with Adventist Health. The Board suggested they would like a presentation on this topic from Adventist Health.
- B. Field Updates- Danny reported he was excited with the purchase of the new wide lawn mowers to help with the increased square footage of our school wide fields. He also reported that the KCES field was getting a new sprinkler system and lights will be on timers. Concerns were raised regarding the AHS fields and current water issue. New turf was discussed as a possible solution.

- C. Future Agenda Items- Adventist Health student health center presentation. AHS new turf quotes, Special Ed update.

REPORTS:

- A. Enrollment Report  
B. Cafeteria Report

ADJOURNMENT: There being no further business, the meeting was adjourned at 7:47 p.m.

 10-18-18  
Secretary to the Board





The Sentinel  
Lee Central California Newspapers  
P.O. Box 9  
Hanford, CALIFORNIA 93232  
PHONE 888-790-0915  
Sentinel\_Finance@lee.net

Reef-Sunset Unified School District

205 N. PARK AVE.  
AVENAL CA 93204

ORDER NUMBER 84131

Publication- The Hanford Sentinel

State of California

County of Kings

I am a citizen of the United States and a resident of the county forsaid; I am over the age of eighteen years, and not a part to or interested in the above-entitled matter. I am the principal clerk of The Hanford Sentinel, a newspaper of general circulation, printed and published daily in the city of Hanford, County of Kings, and which newspaper has been adjudged a newspaper of general circulation by the superior court of the County of Kings, State of California, under the date of October 23, 1951, case number 11623.

That I know from my own personal knowledge the notice, of which the annexed is a printed copy (set in type not smaller than nonpareil), has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to wit:

PUBLISHED ON: 08/25/2018, 09/01/2018

TOTAL AD COST: 300.65  
FILED ON: 9/4/2018

I certify (or declare) under penalty of perjury that the foregoing is true and correct.

Dated at Kings County, California

This Day 4 of September, 2018.

Signature April met

AD#84131

**REQUEST FOR BIDS**  
Reef-Sunset Unified School District  
205 N. Park Avenue  
Avenal, CA 93204

August 25, 2018

**FACILITY SUPPLY SERVICES CONTRACT**

NOTICE IS HEREBY GIVEN that the REEF-SUNSET UNIFIED SCHOOL DISTRICT, AVENAL, in the COUNTY OF KINGS, CALIFORNIA will receive sealed proposals for construction and delivery of several variations of modular buildings.

THE SCOPE OF THE PROJECT consists of providing several variations of modular buildings.

Scope of will include through but not limited to:

1. Base buildings of various identified sizes
2. Pricing for numerous additional options
3. Division of the State of California Architect Approval for all buildings and options

Interested firms are invited to submit their bids in a sealed envelope enclosing two (2) bound copies of submittals of the requested materials to:

Dr. David East  
Superintendent  
Reef-Sunset Unified School District  
205 North Park Avenue  
Avenal, CA 93204

All responses are due by:  
10:00 AM, September 14, 2018

**FAX OR EMAIL RESPONSES WILL NOT BE ACCEPTED**

For a FULL DOWNLOADABLE BID REQUIREMENTS PACKAGE, Access the Reef-Sunset Unified School District web page at: [www.rsusd.net](http://www.rsusd.net)

This is a request for bids and not an offer by the Reef-Sunset Unified School District to contract with any party responding to this request. The Reef-Sunset Unified School District reserves the right to reject all bids and issue a new request for bids.

Dr. David East, Superintendent  
Reef-Sunset Unified School District

Published August 25, 2018 and September 1, 2018

**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>
	Floorplan A – Reef-Sunset Middle 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	Two-Story 48 x 40 Classroom
Item N	Two-Story 12 x 40 Module
Item O	Two-Story 56 x 36 Classroom
Item P	Two-Story 14 x 36 Module
Item Q	Two-Story Elevator Module
Item R	Two-Column Two-Story Stair Canopy
Item S	Three-Column Two-Story Stair Canopy
Item T	Four-Column Two-Story Stair Canopy
Item U	12 x 40 Restroom A
Item V	12 x 40 Restroom B
Item W	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 90	Vertical Shade Structure
Item 146-159 & 318-331	Casework
Item 165 & 334	Teaching Wall
Item 167 & 335	Science Work Station
Item 171 & 336	Interior Unisex Toilet Room
Item 262	Kitchen
Item 280	Galvanized Sunshade

END OF DOCUMENT

**DOCUMENT 00 11 16**

**INVITATION TO BID**



1. Notice is hereby given that the governing board ("Board") of the Reef-Sunset Unified School District ("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., September 14, 2018, at the District Office, located at 205 North Park Avenue, Avenal, California, 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 shall be non-responsive and 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 District, 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 August 25, 2018, for review at the District Facilities Office.
12. Contract Documents are also available for purchase for One Hundred dollars (\$ 100) at the District Facilities Office. This fee is refundable if the Contract Documents are returned in clean condition to the District Facilities Office no later than ten (10) calendar days after the date of the bid opening.
13. 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.
14. 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 Reef Sunset Middle School and Building A-HP only.

END OF DOCUMENT

**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.

Reef-Sunset Unified School District ("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. **Sealed Bids** District will receive sealed Bids from Bidders as indicated in the Notice to Bidders and each Bidder shall ensure that its Bid:

- 2.1. 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;
- 2.2. Contains all documents as required herein; and
- 2.3. Is submitted by date and time shown in the Notice to Bidders.

3. **Bid Opening** Bids will be opened at or after the time indicated for receipt of bids.

4. **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.

5. **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

- 5.1. **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.

- 5.2. **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.

- 5.3. 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.
- 5.4. DSA Approved PC Design Drawings** Bidders shall submit a copy of their DSA Approved PC Design Drawing for Building A-HP with their Bids. Bids submitted without the DSA Approved PC Design Drawings shall be deemed non-responsive and will not be considered.
- 6. Erasures** Bids shall be clearly written without erasure or deletions. District reserves the right to reject any Bid containing erasures or deletions.
- 7. 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.
- 8. Words / Numerals** Discrepancies between written words and figures, or words and numerals, will be resolved in favor of written words.
- 9. 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>).
- 10. 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.
- 11. 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:
- 11.1.** 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;
- 11.2.** 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;

**11.3.** 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.

**12. Questions** All questions about the meaning or intent of the Contract Documents are to be directed in writing to the District. Interpretations or clarifications considered necessary by the District in response to such questions will be issued in writing by Addenda faxed, mailed, or delivered to all parties recorded by the District 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.

**13. Addenda** Addenda may also be issued to modify parts of the Contract Documents as deemed advisable by the District. 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 the District.

**14. 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:

**14.1. Request for Substitution Prior to Bid**

14.1.1. District must receive any request for substitution a minimum of **SEVEN (7)** calendar days prior to the date of bid opening.

14.1.2. 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.

14.1.3. Approved substitutions shall be listed in Addenda.

14.1.4. District reserves the right not to act upon submittals of substitutions until after the date of bid opening.

**14.2. 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.

**14.3. 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.

**15. 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.

**16. 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.

- 17. Notice of Award** The Bidder awarded the Contract shall execute and submit the following documents by 5:00 p.m. of the **SEVENTH (7<sup>TH</sup>)** 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.

**17.1.** Agreement: To be executed by successful Bidder. Submit ONE (1) copies, each bearing an original signature.

- 18. 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.

- 19. 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 High Performance Facilities Contract and may give Notice of Intent to Award Contract to the next lowest responsible bidder, or may call for new bids.

- 20. 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.

**20.1.** The District may postpone issuing the Notice to Proceed beyond the 3-month period, upon reasonable notice to Contractor.

- 21. 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.

**21.1.** 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.

**21.2.** 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.

**21.3.** Phase II completion for multiple installations shall be negotiated and so identified in the Purchase Order or Notice to Proceed.

**22. Bid Protests.** Any bid protest by any Bidder regarding any other bid on this Project must be submitted in writing to the District, before 5:00 p.m. of the **THIRD (3<sup>rd</sup>)** business day following the date of bid opening.

**22.1.** The protest must contain a complete statement of any and all bases for the protest.

**22.2.** The protest must refer to the specific portions of all documents that form the bases for the protest.

**22.3.** The protest must include the name, address and telephone number of the person representing the protesting party.

**22.4.** 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.

**22.5.** 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.

**23. 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).

**24. 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.

**25. 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.

**26. 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 Contractor, are to remain firm until December 31, 2019. Adjustments, as approved by the District, for subsequent years may be adjusted quarterly beginning in January 2020, 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 2019. 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.

**27. Other School District, Community Colleges, California State Universities, and other Public Agencies.**

Pursuant to Public Contract Code Sections 20652 and 20118, other School District, 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.

**27.1.** 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.

**27.2.** 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

Office of the Alameda County Superintendent of Schools

Alameda City Unified School District  
Albany City Unified School District  
Berkeley Unified School District  
Castro Valley Unified School District  
Dublin Joint Unified School District  
Emery Unified School District  
Fremont Unified School District  
Hayward Unified School District  
Livermore Valley Joint Unified School District  
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

ALPINE COUNTY

Office of the Alpine County Superintendent of Schools

Alpine County Unified School District

AMADOR COUNTY

Office of the Amador County Superintendent of Schools

Amador County Unified School District

BUTTE COUNTY

Office of the Butte County Superintendent of Schools

Bangor Union Elementary School District  
Biggs Unified School District  
Chico Unified School District  
Durham Unified School District  
Feather Falls Union Elementary 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

Office of the Calaveras County Superintendent of Schools

Bret Harte Union High School District  
Calaveras Unified School District  
Mark Twain Union Elementary School District  
Vallecito Union Elementary School District

COLUSA COUNTY

Office of the Colusa County Superintendent of Schools

Colusa Unified School District  
Maxwell Unified School District  
Pierce Joint Unified School District  
Williams Unified School District

CONTRA COSTA COUNTY

Office of the Contra Costa County Superintendent of Schools

Acalanes Union High School District  
Antioch Unified School District  
Brentwood Union School District  
Byron Union Elementary School District  
Canyon Elementary School District  
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  
Walnut Creek Elementary School District  
West Contra Costa Unified School District

DEL NORTE COUNTY

Office of the Del Norte County Superintendent of Schools

Del Norte County Unified School District

EL DORADO COUNTY

Office of the El Dorado County Superintendent of Schools

Black Oak Mine Unified School District  
Buckeye Union Elementary School District  
Camino Union Elementary School District  
El Dorado Union High School District  
Gold Oak Union School District  
Gold Trail Union 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

Office of the Fresno County Superintendent of Schools

Alvina Elementary School District  
American Union Elementary School District  
Big Creek Elementary School District  
Burrel Union Elementary School District  
Caruthers Unified School District  
Caruthers Union High School District  
Central Unified School District  
Clay Joint Elementary School District  
Clovis Unified School District  
Coalinga-Huron Joint Unified School District  
Firebaugh-Las Deltas Unified School District  
Fowler Unified School District  
Fresno Unified School District  
Golden Plains Unified School District  
Kerman Unified School District  
Kings Canyon Joint Unified School District  
Kingsburg Joint Union Elementary  
Kingsburg Elementary Community Charter School District  
Kingsburg Joint Union High School District  
Laton Joint Unified School District  
Mendota Unified School District  
Monroe Elementary School District  
Orange Center Unified 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  
Washington Colony Elementary School District  
Washington Union High School District  
West Fresno Elementary School District  
West Park Elementary School District  
Westside Elementary School District

GLENN COUNTY

Office of the Glenn County Superintendent of Schools

Capay Joint Union Elementary School District  
Hamilton Union Elementary School District  
Hamilton Union High 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

Office of the Humboldt County Superintendent of Schools

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 Union Elementary School District  
Fortuna Union High School District  
Freshwater Elementary School District  
Garfield Elementary School District  
Green Point Elementary School District  
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  
Rohnerville 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

Office of the Imperial County Superintendent of Schools

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  
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

Office of the Inyo County Superintendent of Schools

Big Pine Unified School District  
Bishop Union Elementary School District  
Bishop Joint Union High School District  
Death Valley Unified School District  
Lone Pine Unified School District  
Owens Valley Unified School District  
Round Valley Joint Elementary School District

KERN COUNTY

Office of the Kern County Superintendent of Schools

Arvin Union Elementary 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 Elementary 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 High School District  
Kernville Union Elementary School District  
Lakeside Union Elementary School District

Lamont Elementary School District  
Linns Valley-Paso Flat Elementary 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  
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 Elementary 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

Office of the Kings County Superintendent of Schools

Armona Union Elementary School District  
Central Union School District  
Corcoran Joint Unified School District  
Delta View Joint Union Elementary School District  
Hanford Elementary School District  
Hanford Joint Union High School District  
Island Union Elementary School District  
Kings River-Hardwick Union Elementary School District  
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

Office of the Lake County Superintendent of Schools

Kelseyville Unified School District  
Konocti Unified School District  
Lakeport Unified School District  
Lucerne Elementary School District

Middleton Unified School District  
Upper Lake Union Elementary School District  
Upper Lake Union High School District

LASSEN COUNTY

Office of the Lassen County Superintendent of Schools

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

LOS ANGELES COUNTY

Office of the Los Angeles County Superintendent of Schools

A.B.C. Unified School District  
Acton-Agua Dulce Unified School District  
Alhambra City Elementary School District  
Alhambra City High School District  
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  
Castaic Union School District  
Centinela Valley Union High School District  
Charter Oak Unified School District  
Claremont Unified School District  
Compton Unified School District  
Covina-Valley Unified School District  
Culver City Unified School District  
Downey Unified School District  
Duarte Unified School District  
East Whittier City Elementary School District  
Eastside Union 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 Elementary School District  
Hacienda La Puente Unified School District  
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  
Lancaster Elementary School District  
Las Virgenes Unified School District  
Lawndale Elementary School District  
Lennox Elementary School District  
Little Lake City Elementary School District  
Long Beach Unified School District  
Los Angeles Unified School District  
Los Nietos Elementary School District  
Lowell Joint Elementary 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 Elementary School District  
Norwalk-La Mirada Unified School District  
Palmdale Elementary School District  
Palos Verdes Peninsula Unified School District  
Paramount Unified School District  
Pasadena Unified School District  
Pomona Unified School District  
Redondo Beach Unified School District  
Rosemead Elementary School District  
Rowland Unified School District  
San Gabriel Unified School District  
San Marino Unified School District  
Santa Monica-Malibu Unified School District  
Saugus Union Elementary School District  
South Bay Union High School District  
South Pasadena Unified School District  
South Whittier Elementary School District  
Sulphur Springs Union Elementary School District  
Temple City Unified School District  
Torrance Unified School District  
Valle Lindo Elementary School District  
Walnut Valley Unified School District  
West Covina Unified School District  
Westside Union Elementary School District  
Whittier City School District  
Whittier Union High School District  
William S Hart Union High School District  
Wilsona Unified School District  
Wiseburn Elementary School District

MADERA COUNTY

Office of the Madera County Superintendent of Schools

Alview-Dairyland Union Elementary School District  
Bass Lake Joint Union Elementary School District  
Chawanakee Unified School District  
Chowchilla Union Elementary School District  
Chowchilla Union High School District  
Coarsegold Union Elementary School District  
Madera Unified School District  
Minarets Joint Union High School District  
Raymond-Knowles Union School District  
Yosemite Unified School District

MARIN COUNTY

Office of the Marin County Superintendent of Schools

Bolinas-Stinson Union Elementary School District  
Dixie Elementary School District  
Kentfield Elementary School District  
Laguna Joint Elementary School District  
Lagunitas Elementary School District  
Larkspur Elementary School District  
Lincoln Elementary School District  
Mill Valley Elementary School District  
Nicasio Elementary School District  
Navato Unified School District  
Reed Union Elementary School District  
Ross Elementary School District  
Ross Valley School District  
San Rafael City Elementary School District  
San Rafael City High School District  
Sausalito Elementary School District  
Shoreline Unified School District  
Tamalpais Union High School District  
Union Joint Elementary School District

MARIPOSA COUNTY

Office of the Mariposa County Superintendent of Schools  
Mariposa County Unified School District

MENDOCINO COUNTY

Office of the Mendocino County Superintendent of Schools  
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 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

Office of the Merced County Superintendent of Schools

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 River Union Elementary School District  
Merced union School District  
Plainsburg Union Elementary School District  
Planada Elementary School District  
Snelling-Merced Falls Union Elementary School District  
Weaver Union Elementary School District  
Winton Elementary School District

MODOC COUNTY

Office of the Modoc County Superintendent of Schools

Modoc Joint Unified School District  
Surprise Valley Joint Unified School District  
Tulelake Basin Joint Unified School District

MONO COUNTY

Office of the Mono County Superintendent of Schools  
Eastern Sierra Unified School District  
Mammoth Unified School District

MONTEREY COUNTY

Office of the Monterey County Superintendent of Schools  
Alisal Union Elementary School District  
Bradley Union Elementary School District  
Carmel Unified School District  
Chualar Union Elementary School District



Gonzales Unified School District  
Graves Elementary School District  
Greenfield Union Elementary School District  
King City Joint Union High School District  
King City Union Elementary School District  
Lagunita Elementary School District  
Mission Union Elementary School District  
Monterey Peninsula Unified School District  
North Monterey County Unified School District  
Pacific Grove Unified School district  
Pacific 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 School District  
Soledad Unified School District  
Spreckles Union Elementary School district  
Washington Union Elementary School District

NAPA COUNTY

Office of the Napa County Superintendent of Schools  
Calistoga Joint Unified School District  
Howell Mountain School District  
Napa Valley unified School District  
Pope Valley School District  
St. Helena unified School District

NEVADA COUNTY

Office of the Nevada County Superintendent of Schools  
Chicago Park Elementary School District  
Clear Creek Elementary School District  
Grass Valley Elementary School District  
Nevada City School District  
Nevada Joint Union High School District  
Pleasant Ridge Union Elementary School District  
Pleasant Valley Elementary School District  
Ready Springs Union School district  
Twin Ridges Elementary School District  
Union Hill Elementary School District

ORANGE COUNTY

Office of the Orange County Superintendent of Schools  
Anaheim Union High School District  
Brea-Olinda Unified School District  
Buena Park Elementary School District  
Capistrano Unified School District  
Centralia Elementary School District  
Cypress Elementary School District

Fountain Valley Elementary School District  
Fullerton Elementary School District  
Fullerton Joint Union High School District  
Garden Grove Unified School District  
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  
Orange Unified School District  
Orange View Elementary School District  
Placentia – Yorba Linda Unified School District  
Saddleback Valley Unified School District  
Santa Ana Unified School District  
Savanna Elementary School District  
Tustin Unified School District  
Westminster Elementary School District

PLACER COUNTY

Office of the Placer County Superintendent of Schools  
Ackerman Charter District  
Alta-Dutch Flat Union Elementary School District  
Auburn Union Elementary School District  
Colfax Elementary School District  
Dry Creek Joint Elementary School District  
Emigrant Gap Elementary School District  
Eureka Union Elementary School District  
Foresthill Union Elementary School District  
Loomis Union Elementary School District  
Newcastle Elementary School District  
Ophir Elementary School District  
Penryn 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  
Tahoe-Truckee Unified School District  
Western Placer Unified School District  
Western Sierra Collegiate Academy

PLUMAS COUNTY

Office of the Plumas County Superintendent of Schools  
Plumas Unified School District

RIVERSIDE COUNTY

Office of the Riverside County Superintendent of Schools

- Alvord Unified School District
- Banning Unified School District
- Beaumont Unified School District
- 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
- Nuview Union School District
- Palm Springs Unified School District
- Palo Verde Unified School District
- Perris Elementary School District
- Perris Union High School District
- Riverside Unified School District
- Romoland Elementary School District
- San Jacinto Unified School District
- Temecula Valley Unified School District
- Val Verde Unified School District

SACRAMENTO COUNTY

Office of the Sacramento County Superintendent of Schools

- Arcohe Union Elementary School District
- Center 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
- San Juan Unified School District
- Twin Rivers Unified School District

SAN BENITO COUNTY

Office of the San Benito County Superintendent of Schools

- Aromas-San Juan Unified School District
- Bitterwater-Tully Union Elementary School District
- Cienega Union Elementary School District
- Hollister Elementary 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

Office of the San Bernardino County Superintendent of Schools

- Adelanto Elementary School District
- Alta Loma Elementary School District
- Apple Valley Unified School District
- Baker Valley Unified School District
- Barstow Unified School District
- Bear Valley Unified School District
- Central Elementary School District
- Chaffey Joint Unified School District
- Chino Valley Unified School District
- Colton Joint Unified School District
- Cucamonga Elementary School District
- Etiwanda Elementary School District
- Fontana Unified School District
- Helendale 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 Elementary School District
- Oro Grande Elementary School District
- Redlands unified School District
- Rialto Unified School District
- Rim of the World Unified School District
- 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

Office of the San Diego County Superintendent of Schools

- Alpine Union School District
- Bonsall Union Elementary School District
- Borrego Springs Unified School District
- Cajon Valley Union Elementary School District
- Cardiff Elementary School District

Carlsbad Unified School District  
Chula Vista Elementary School District  
Coronado Unified School District  
Dehesa School District  
Del Mar Union School District  
Encinitas Union Elementary School District  
Escondido Union Elementary 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 Elementary School District  
Mountain Empire Unified School District  
National School District  
Oceanside Unified School District  
Pauma Elementary School District  
Poway Unified School District  
Ramona Unified School District  
Rancho Santa Fe Elementary School District  
San Diego City Unified School District  
San Dieguito Union High School District  
San Marcos Unified School District  
San Pasqual Union School District  
San Ysidro Elementary School District  
Santee Elementary School District  
Solana Beach Elementary School District  
South Bay Union Elementary School District  
Spencer Valley Elementary School District  
Sweetwater Union High School District  
Vallecitos School District  
Valley Center Union Elementary School District  
Vista Unified School District  
Warner Unified School District

SAN FRANCISCO COUNTY

Office of the San Francisco County Superintendent of Schools  
San Francisco Unified School District

SAN JOAQUIN COUNTY

Office of the San Joaquin County Superintendent of Schools  
Banta Elementary School District  
Delta Island Union Elementary School District  
Escalon Unified School District  
Holt Union Elementary School District  
Jefferson Elementary School District

Lammersville 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  
Stockton Unified School District  
Tracy Joint Unified School District

SAN LUIS OBISPO COUNTY

Office of the San Luis Obispo County Superintendent of Schools  
Atascadero unified School District  
Cayucos Elementary School District  
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 Elementary School District  
Shandon Joint Unified School District  
Templeton Unified School District

SAN MATEO COUNTY

Office of the San Mateo County Superintendent of Schools  
Bayshore Elementary School District  
Belmont-Redwood Shores School District  
Brisbane Elementary School District  
Burlingame Elementary School District  
Cabrillo Unified School District  
Hillsborough City School District  
Jefferson Elementary School District  
Jefferson Union High School District  
Laguna Salada Union Elementary School District  
La Honda-Pescadero Unified school District  
Las Lomas Elementary School District  
Menlo Park City Elementary School District  
Millbrae Elementary 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 Union High School District  
Sequoia Union High School District  
South San Francisco Unified School District  
Woodside Elementary School District

SANTA BARBARA COUNTY

Office of the Santa Barbara County Superintendent of Schools

Ballard Elementary School District  
Blochman Union Elementary School District  
Buellton Union Elementary School District  
Carpinteria Unified School District  
Casmalia Elementary 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 Alamos Elementary School District  
Los Olivos Elementary School District  
Montecito Union Elementary School District  
Orcutt Union Elementary School District  
Santa Barbara Elementary School District  
Santa Barbara High School District  
Santa Maria-Bonita School District  
Santa Maria Joint Union High School District  
Santa Ynez Valley Union High School District  
Solvang Elementary School District  
Vista Del Mar Union Elementary School District

SANTA CLARA COUNTY

Office of the Santa Clara County Superintendent of Schools

Alum Rock Union Elementary School District  
Berryessa Union Elementary School District  
Cambrian Elementary School District  
Campbell Union Elementary School District  
Campbell Union High School District  
Cupertino Union School District  
East Side Union High School District  
Evergreen Elementary School District  
Franklin-McKinley Elementary School District  
Fremont Union High School District  
Gilroy Unified School District  
Lakeside Joint Unified School District  
Loma Prieta Joint Union Elementary School District  
Los Altos Elementary School District  
Los Gatos-Saratoga Joint Unified School District  
Los Gatos Union Elementary School District  
Luther Burbank School District  
Milpitas Unified School District  
Montebello Elementary School District  
Moreland Elementary School District  
Morgan Hill Unified School District

Mt. Pleasant Elementary School District  
Mountain View Elementary School District  
Mountain View – Los Altos Union High School District  
Oak Grove Elementary School District  
Orchard School District  
Palo Alto Unified School District  
San Jose Unified School District  
Santa Clara Unified School District  
Saratoga Union Elementary School District  
Sunnyvale Elementary School District  
Union Elementary School District  
Whisman Elementary School District

SANTA CRUZ COUNTY

Office of the Santa Cruz County Superintendent of Schools

Bonny Doon Union Elementary School District  
Happy Valley Elementary School District  
Live Oak Elementary School District  
Mountain Elementary School District  
Pacific Elementary School District  
Pajaro Valley Unified School District  
San Lorenzo Valley Unified School District  
Santa Cruz City Elementary School District  
Santa Cruz City High School District  
Scotts Valley Unified School District  
Soquel Union Elementary School District

SHASTA COUNTY

Office of the Shasta County Superintendent of Schools

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 Union 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  
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  
Whitmore Union Elementary School District

SIERRA COUNTY

Office of the Sierra County Superintendent of Schools  
Sierra-Plumas Joint Unified School District

SISKIYOU COUNTY

Office of the Siskiyou County Superintendent of Schools  
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  
Etna Union Elementary School District  
Etna Union High School District  
Forks of Salmon Elementary School District  
Fort Jones Union 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  
Montaque Elementary School District  
Mt Shasta Union School District  
Quartz Valley Elementary School District  
Sawyers Bar Elementary School District  
Seiad Elementary School District  
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

Office of the Solano County Superintendent of Schools  
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

Office of the Sonoma County Superintendent of Schools  
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 School District  
Healdsburg Unified School District  
Horicon Elementary School District  
Kashia Elementary School District  
Kenwood Elementary School District  
Liberty Elementary School District  
Mark West Union School District  
Monte Rio Union Elementary School District  
Montgomery Elementary School District  
Oak Grove Union Elementary School District  
Old Adobe Union Elementary 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 Elementary School District  
Santa Rosa Elementary School District (City of)  
Santa Rosa High School District (City of)  
Sebastopol Union Elementary School District  
Sonoma Valley unified School District  
Twin Hills Union Elementary School District  
Two Rock Union Elementary School District  
Waugh Elementary School District  
West Side Union School District  
West Sonoma County Union High School District  
Wilmar Union Elementary School District  
Windsor School District  
Wright Elementary School District

STANISLAUS COUNTY

Office of the Stanislaus County Superintendent of Schools  
Ceres Unified school District  
Chatom Union Elementary School District

Denair Unified School District  
Empire Union School district  
Gratton Elementary School District  
Hart-Ransom Union Elementary School District  
Hickman Elementary 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 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

SUTTER COUNTY

Office of the Sutter County Superintendent of Schools  
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 Elementary School District  
Sutter Union High School District  
Winship Elementary School District  
Yuba City Unified School District

TEHAMA COUNTY

Office of the Tehama County Superintendent of Schools  
Antelope Elementary School District  
Bend Elementary School District  
Corning Union Elementary School District  
Corning Union High School District  
Elkins Elementary School District  
Evergreen Union Elementary 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  
Manton Joint Union School District  
Mineral Elementary School District  
Plum Valley Elementary School District  
Red Bluff Union Elementary School District  
Red Bluff Joint Union High School District  
Reeds Creek Elementary School District  
Richfield Elementary School District

TRINITY COUNTY

Office of the Trinity County Superintendent of Schools  
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 Center Elementary School District  
Trinity Union High School District  
Weaverville Elementary School District

TULARE COUNTY

Office of the Tulare County Superintendent of Schools  
Allensworth Elementary School District  
Alpaugh Unified School District  
Alta Vista Elementary School District  
Buena Vista Elementary School District  
Burton School District  
Citrus South Tule 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 Union Elementary School District  
Exeter Union High 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  
Strathmore Union High 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 Elementary School District  
Tulare Joint Union High School District  
Visalia Unified School District  
Waukena Joint Union Elementary School District  
Woodlake Union Elementary School District  
Woodlake Union High School District  
Woodville Elementary School District

TUOLUMNE COUNTY

Office of the Tuolumne County Superintendent of Schools  
Bellevue Elementary School District  
Big Oak Flat-Groveland Unified School District  
Chinese Camp Elementary School District  
Columbia Union School District  
Curtis Creek Elementary School District  
Jamestown Elementary School District  
Sonora School District  
Sonora Union High School District  
Soulsbyville Elementary School District  
Summerville Union High School District  
Twain Harte-Long Barn Union School District

VENTURA COUNTY

Office of the Ventura County Superintendent of Schools  
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 Union High School District  
Pleasant Valley School District  
Rio Elementary School District  
Santa Clara Elementary School District  
Santa Paula Elementary School District  
Santa Paula Union High School District  
Simi Valley Unified School District  
Somis Union Elementary School District  
Ventura Unified School District

YOLO COUNTY

Office of the Yolo County Superintendent of Schools  
Davis Joint Unified School District  
Esparto Unified School District  
Washington Unified School District  
Winters Joint Unified School District  
Woodland Joint Unified School District

YUBA COUNTY

Office of the Yuba County Superintendent of Schools  
Camptonville Union Elementary School District  
Marysville Joint Unified School District  
Plumas Lake Elementary School District  
Wheatland Elementary 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

Antelope Valley Community College

Barstow Community College

Butte Community College

Cabrillo Community College

Cerritos Community College

Chabot-Las Positas Community College

Chaffey Community College

Citrus Community College

City College of San Francisco

Coast Community College

College of Marin

College of the Sequoias

Compton Community College

Contra Costa Community College

Desert Community College

El Camino Community College

Feather River Community College

Foothill-De Anza Community College

Fremont-Newark Community College

Gavilan Joint Community College

Glendale Community College

Grossmont-Coyamaca Community College

Hartnell Community College

Imperial Community College

Kern Community College

Lake Tahoe Community College

Lassen Community College

Long Beach Community College

Los Angeles Community College

Los Rios Community College

Mt. San Antonio Community College

Mt. San Jacinto Community College

Mendocino-Lake Community College

Merced Community College

Miracosta Community College

Monterey Peninsula Community College

Napa Valley Community College

North Orange County Community College

Palo Verde Community College

Palomar College

Pasadena Area Community College

Peralta Community College

Rancho Santiago Community College

Redwoods Community College

Rio Hondo Community College

Riverside Community College

Saddeback Community College

San Bernardino Community College District

San Diego Community College

San Francisco Community College

San Jose/Evergreen Community College

San Joaquin Delta Community College

San Luis Obispo County Community College

San Mateo County Community College

Santa Barbara Community College

Santa Clarita Community College

Santa Monica Community College

Shasta-Tehama-Trinity Joint Community College

Sierra Joint Community College

Siskiyou Joint Community College

Solano County Community College

Sonoma County Community College

Southwestern Community College

State Center Community College

Ventura County Community College

Victor Valley Community College

West Hills Community College

West Valley-Mission Community College

Yosemite Community College

Yuba Community College

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 Reef-Sunset Unified School District ("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
Reef Sunset Middle School	\$ 1,933,120. <sup>00</sup>
Building A-HP	\$ 212,860. <sup>00</sup>
<b>Total Base Bid</b>	<b>\$ 2,145,980.<sup>00</sup></b>

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="" type="checkbox"/> Or check here if <b>no</b> 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 14<sup>th</sup> day of September 20 18  
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: 12-31-18  
No.: \_\_\_\_\_ Class: \_\_\_\_\_ Expiration Date: \_\_\_\_\_  
No.: \_\_\_\_\_ Class: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

If Bidder is a corporation, provide the following:

Name of Corporation: American Modular Systems, Inc.  
President: Daniel Sarich  
Secretary: Belinda Sarich  
Treasurer: Belinda Sarich  
Manager: \_\_\_\_\_

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

Reef-Sunset Unified School District ("District") of Monterrey County, State of California as Obligee, 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;

**Facility Supply Services Contract**

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 Obligee becoming effective, or if the Principal shall fully reimburse and save harmless the Obligee from any damage sustained by the Obligee 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 Obligee 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 Obligee and judgment is recovered, the Surety shall pay all costs incurred by the Obligee 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 11th day of September, 2018.

American Modular Systems, Inc.

Principal

By

*Daniel Sarich - President*

Western Surety Company

Surety

By *Elizabeth Collodi*  
Elizabeth Collodi, Attorney-In-Fact

Vivian Imperial

Name of California Agent of Surety

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

Address of California Agent of Surety

213-627-8252

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 )

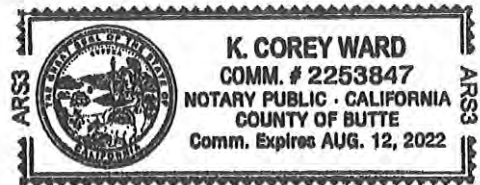
On September 11, 2018 before me, K. Corey Ward, Notary Public  
(insert name and title of the officer)

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

**Richard W Pratt, John Hopkins, Steve Williams, Joseph H Weber, Renee Ramsey, Bobbie Beeny, Elizabeth Collodi, Mindy Whitehouse, Katherine Gordon, John J Weber, Sara Walliser, Stephanie Agapoff, Jennifer Lakmann, Breanna Bofman, Vicky Troyan, Jessica Monlux, 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 4th day of April, 2018.



WESTERN SURETY COMPANY

Paul T. Bruffat  
Paul T. Bruffat, Vice President

State of South Dakota }  
County of Minnehaha } ss

On this 4th day of April, 2018, before me personally came Paul T. Bruffat, 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 11th day of September, 2018.



WESTERN SURETY COMPANY

L. Nelson  
L. Nelson, Assistant Secretary

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

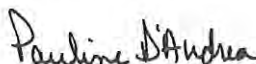
Wallace W. Scales  
Deputy

**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



Company Profile

- Company Search
- 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

**COMPANY PROFILE**

**Company Information**

**WESTERN SURETY COMPANY**

**333 S. WABASH AVEMIE  
CHICAGO, IL 60604**

**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: Cecal Enterprises Location: Laguna Niguel, CA

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

California Contractor License Number: 825538

Subcontractor Name: Sierra Casework Location: Modesto, CA

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

California Contractor License Number: 802541

Subcontractor Name: Boeger Plastering Location: Applegrade, CA

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

California Contractor License Number: 319451



Subcontractor Name: Shields & Assoc Location: Thousand Oaks, CA

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

California Contractor License Number: 605460

Subcontractor Name: D&B Fire Location: Corona, CA

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

California Contractor License Number: C16-410294

~~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: \_\_\_\_\_~~

~~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: \_\_\_\_\_~~

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: Sept 14, 2018

Proper Name of Bidder: American Modular Systems, Inc

Signature: [Handwritten Signature]

Print Name: Daniel 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: September 14, 2018

Proper Name of Bidder: American Modular Systems, Inc.

City, State: Manteca, CA

Signature: [Handwritten Signature]

Print Name: Daniel Sarich

Title: President

END OF DOCUMENT



DOCUMENT 00 45 22

IRAN CONTRACTING ACT CERTIFICATION (Public Contract Code § 2204)

PROJECT/CONTRACT NO.: High Performance STEM Center between Reef-Sunset Unified School District (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: October 31, 2018

Proper Name of Contractor: American Modular Systems, Inc

Signature: [Signature]

Print Name: Daniel Sarich

Title: President

END OF DOCUMENT

DOCUMENT 00 45 26

WORKERS' COMPENSATION CERTIFICATION

PROJECT/CONTRACT NO.: High Performance STEM Center between Reef-Sunset Unified School District (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:

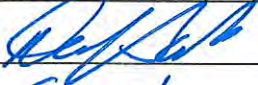
Every employer except the State shall secure the payment of compensation in one or more of the following ways:

- 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: October 31, 2018

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.: High Performance STEM Center between Reef-Sunset Unified School District (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.

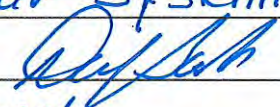
Date:

October 31, 2018

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.: High Performance STEM Center between Reef-Sunset Unified District (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: 10-31-18

Project Name: Facilities Supply Contract - High Performance STEM Center Project Number: \_\_\_\_\_

DVBE Firm Name	Trade / Portion of Work	Subcontract/ Contract Value
NONE		
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: October 31, 2018  
 Proper Name of Contractor: American Modular Systems, Inc.  
 Signature: [Signature]  
 Print Name: Daniel Sarich  
 Title: President

END OF DOCUMENT



DOCUMENT 00 45 60

DRUG-FREE WORKPLACE CERTIFICATION

PROJECT/CONTRACT NO.: High Performance STEM Center Reef-Sunset Unified School District (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.

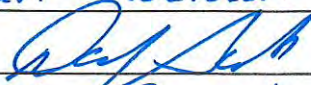
Contractor shall certify that it will provide a drug-free workplace by doing all of the following:

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: October 31, 2018  
Proper Name of Contractor: American Modular Systems, Inc  
Signature:   
Print Name: Daniel Surich  
Title: President

END OF DOCUMENT

TOBACCO-FREE ENVIRONMENT CERTIFICATION

PROJECT/CONTRACT NO.: High Performance STEM Center between Reef-Sunset Unified School District (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:

October 31, 2018

Proper Name of Contractor:

American Modular Systems, Inc.

Signature:



Print Name:

Daniel Sarich

Title:

President

END OF DOCUMENT



CRIMINAL BACKGROUND INVESTIGATION / FINGERPRINTING CERTIFICATION

PROJECT/CONTRACT NO.: High Performance STEM Center between Reef-Sunset Unified School District (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: Rick Gurik Title: Project Super

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: October 31, 2018

Proper Name of Contractor: American Modular Systems, Inc.

Signature: [Signature]

Print Name: Daniel Sarich

Title: President

END OF DOCUMENT

**DOCUMENT 00 52 13**

**AGREEMENT**

THIS AGREEMENT IS MADE AND ENTERED INTO THIS THIS 31 DAY OF October, 2018, by and between the Reef-Sunset Unified School District ("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: **High Performance DSA 120x40 STEM Center**  
**Reef Sunset Middle School**

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.

270 days after DSA approval.

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:** One Hundred dollars (\$100.00) 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.

One Million Nine Hundred Thirty-Three Thousand One Hundred Twenty Dollars

(           \$1,933,120.00           ), (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, 2019.
- 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: November 13, 2018

Dated: October 31, 2018

REEF-SUNSET UNIFIED SCHOOL DISTRICT

CONTRACTOR – American Modular Systems, Inc.

By: 

By: 

Print Name: David East

Print Name: Daniel Sarich

Print Title: Superintendent

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:

Reef-Sunset Unified School District ("District" or "Owner"), whose address is 205 North Park Avenue, Avenal, California, 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



Premium is for contract term and is subject to adjustments based on final contract price.

**DOCUMENT 00 61 14**

Bond Number 30052319

**PERFORMANCE BOND (1 of Contract Price)**

Premium: \$17,465.00

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

**KNOW ALL PERSONS BY THESE PRESENTS:**

**WHEREAS**, the governing board ("Board") of the Reef-Sunset Unified School District 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:

High Performance DSA 120x40 STEM Center Reef Sunset Middle School (Project Name)  
("Project" or "Contract")

which Contract dated October 31, 2018, 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:

One Million Nine Hundred Thirty Three Thousand One Hundred Twenty and No Cents DOLLARS

(\$ 1,933,120.00), 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

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:**

Western Surety Company

151 N Franklin St., Chicago, IL 60606

**Attention:** Robert Deaner

**Telephone No.:** (916 ) 857 - 2414

**Fax No.:** (916 ) 857 - 2423

**E-mail Address:** Robert.deaner@cnsurety.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 6th day of October, 2018.

**Principal**

American Modular Systems, Inc.

(Name of Principal)

(Signature of Person with Authority)

Daniel Scarich

(Print Name)

**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 9C

(Address of California Agent of Surety)

(213) 627-8252

(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 )

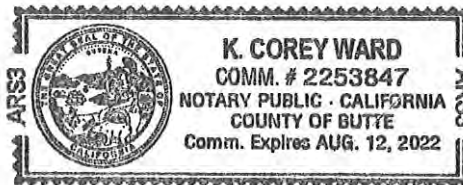
On November 6, 2018 before me, K. Corey Ward, Notary Public  
(insert name and title of the officer)

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 *K. Corey Ward* (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

**Richard W Pratt, John Hopkins, Steve Williams, Joseph H Weber, Renee Ramsey, Bobbie Beeny, Elizabeth Collodi, Mindy Whitehouse, Katherine Gordon, John J Weber, Sara Walliser, Stephanie Agapoff, Jennifer Lakmann, Breanna Bofman, Vicky Troyan, Jessica Monlux, 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 4th day of April, 2018.



WESTERN SURETY COMPANY

Paul T. Bruflat  
Paul T. Bruflat, Vice President

State of South Dakota }  
County of Minnehaha } ss

On this 4th day of April, 2018, 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 hereto subscribed my name and affixed the seal of the said corporation this 6th day of November, 2018.



WESTERN SURETY COMPANY

L. Nelson  
L. Nelson, Assistant Secretary



- Company Profile
- Company Search
- 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

**COMPANY PROFILE**

**Company Information**

**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**

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

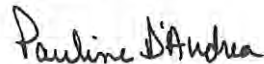
Wallace W. Scales  
Deputy

**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

Premium is included in the performance bond subject to adjustments based on final contract price.

DOCUMENT 00 61 15

Bond Number 30052319

**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 Reef-Sunset Unified School 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

High Performance DSA 120x40 STEM Center Reef Sunset Middle (Project Name)  
("Project" or "Contract")

which Contract dated October 31, 2018, 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:

One Million Nine Hundred Thirty Three Thousand One Hundred Twenty and No Cents DOLLARS

(\$ 1,933,120.00), 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.

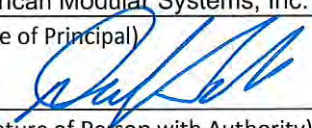
The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract or to the Work to be performed thereunder shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension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



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 6th day of October, 20 18.

**Principal**

American Modular Systems, Inc.  
(Name of Principal)

  
(Signature of Person with Authority)

Daniel Sarich  
(Print Name)

**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)

(213) 627-8252  
(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 )

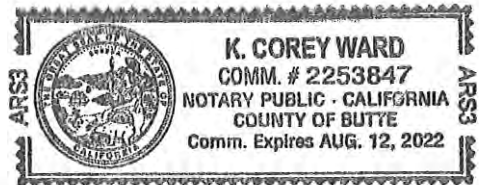
On November 6, 2018 before me, K. Corey Ward, Notary Public  
(insert name and title of the officer)

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~~  
~~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 K. Corey Ward (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

**Richard W Pratt, John Hopkins, Steve Williams, Joseph H Weber, Renee Ramsey, Bobbie Beeny, Elizabeth Collodi, Mindy Whitehouse, Katherine Gordon, John J Weber, Sara Walliser, Stephanie Agapoff, Jennifer Lakmann, Breanna Bofman, Vicky Troyan, Jessica Monlux, 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 4th day of April, 2018.



WESTERN SURETY COMPANY

Paul T. Bruflat  
Paul T. Bruflat, Vice President

State of South Dakota }  
County of Minnehaha } ss

On this 4th day of April, 2018, 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 6th day of November, 2018.



WESTERN SURETY COMPANY

L. Nelson  
L. Nelson, Assistant Secretary



- Company Profile
- Company Search
- 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

**COMPANY PROFILE**

**Company Information**

**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**

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*

**DOCUMENT 00 65 36**

**WARRANTY AND GUARANTEE FORM**

1. \_\_\_\_\_ ("Contractor")

hereby agrees that the \_\_\_\_\_ ("Work" of Contractor)

which Contractor has installed for the Reef-Sunset Unified School District ("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

TABLE OF CONTENTS

GENERAL CONDITIONS

**1. CONTRACT TERMS AND DEFINITIONS**

    1.1. Definitions.....4

    1.2. Assignment .....7

    1.3. Prohibited Interests .....7

    1.4. Notice and Service Thereof .....7

    1.5. Substitution .....7

**2. DISTRICT**

    2.1. Occupancy.....8

    2.2. District’s Status .....8

    2.3. District’s Decisions .....8

**3. ARCHITECT .....8**

**4. CONSTRUCTION MANAGER.....9**

**5. INSPECTOR, INSPECTIONS AND TESTS**

    5.1. Inspection Fees For Permanent Utilities .....9

    5.2. District’s Inspector .....9

    5.3. Tests And Inspections.....10

**6. CONTRACTOR**

    6.1. Workers .....10

    6.2. Laws And Regulations .....11

    6.3. Permits And Licenses.....11

    6.4. Materials.....11

    6.5. Contractor’s Supervision .....12

    6.6. Documents On Work.....12

    6.7. Protection of Work And Property.....12

    6.8. Cleaning Up.....13

    6.9. Fingerprinting.....13

    6.10. Drugs, Tobacco, Alcohol, Animals.....14

**7. SUBCONTRACTOR.....14**

**8. OTHER CONTRACTS/CONTRACTORS .....15**

**9. DRAWINGS AND SPECIFICATIONS.....15**

    9.1. Contract Documents .....15

    9.2. Interpretations.....15

    9.3. Standards, Rules, and Regulations .....15

    9.4. Copies Furnished.....16

    9.5. Ownership of Drawings.....16

    9.6. Examination of Contract Documents.....16

    9.7. Additional Instructions.....16



9.8. <u>Quality of Parts, Construction and Finish</u> .....	16
9.9. <u>Contractor's Variation from Contract Document Requirements</u> .....	16
<b>10. <u>CONTRACTOR'S SUBMITTALS AND SCHEDULES</u></b>	
10.1. <u>Progress Schedule</u> .....	16
10.2. <u>Submittals</u> .....	17
10.3. <u>Shop Drawings</u> .....	17
<b>11. <u>SITE ACCESS, CONDITIONS AND REQUIREMENTS</u></b>	
11.1. <u>Easements</u> .....	18
11.2. <u>Surveys</u> .....	18
11.3. <u>Sanitary Facilities</u> .....	18
11.4. <u>Layout And Field Engineering</u> .....	18
11.5. <u>Removal of Hazardous Materials</u> .....	18
11.6. <u>Cutting and Patching</u> .....	19
11.7. <u>Access to Work</u> .....	19
11.8. <u>Soils Investigation Report</u> .....	19
11.9. <u>Compliance With State Storm Water Permit for Construction</u> .....	19
11.10. <u>Utilities</u> .....	20
11.11. <u>Temporary Facilities</u> .....	20
<b>12. <u>TRENCHES</u></b>	
12.1. <u>Trenches and Excavations Five Feet or More in Depth</u> .....	20
12.2. <u>Trenches and Excavations Deeper Than Four Feet</u> .....	20
<b>13. <u>INSURANCE AND BONDS</u></b>	
13.1. <u>Contract Security</u> .....	21
13.2. <u>Workers' Compensation Insurance</u> .....	21
13.3. <u>Commercial General Liability And Property Damage Insurance</u> .....	21
13.4. <u>Automobile Liability Insurance</u> .....	23
13.5. <u>Proof Of Carriage of Insurance</u> .....	23
13.6. <u>Substitution Of Security</u> .....	24
<b>14. <u>WARRANTY/GUARANTEE/INDEMNITY</u></b>	
14.1. <u>Guarantee</u> .....	25
14.2. <u>Indemnification</u> .....	26
14.3. <u>Patents, Royalties, And Indemnities</u> .....	26
<b>15. <u>TIME</u></b>	
15.1. <u>Time For Completion</u> .....	26
15.2. <u>Inclement Weather</u> .....	27
15.3. <u>Extension of Time</u> .....	27
15.4. <u>Determining Damage for Delay</u> .....	27
15.5. <u>Removal or Relocation of Main or Trunkline Utility Facilities</u> .....	27
<b>16. <u>CHANGES TO THE WORK</u></b>	
16.1. <u>Change Order Work</u> .....	28
<b>17. <u>REQUEST FOR INFORMATION</u></b> .....	30
<b>18. <u>PAYMENTS</u></b>	
18.1. <u>Payments And Retention</u> .....	30
18.2. <u>Payments Withheld</u> .....	32

18.3. <u>Payments By Contractor</u> .....	32
<b>19. <u>COMPLETION OF WORK</u></b>	
19.1. <u>Closeout Submittals</u> .....	33
19.2. <u>Record (“As Built”) Drawings</u> .....	33
<b>20. <u>NONCONFORMING WORK AND CORRECTION OF WORK</u></b>	
20.1. <u>Deductions For Uncorrected Work</u> .....	33
20.2. <u>Correction of Work Before Final Payment</u> .....	33
<b>21. <u>TERMINATION AND SUSPENSION</u></b>	
21.1. <u>District’s Right To Terminate Contract</u> .....	34
<b>22. <u>DISPUTES AND CLAIMS</u></b>	
22.1 <u>Resolution of Construction Claims of \$375,000 or Less</u> .....	35
22.2 <u>Resolution of Construction Claims in Excess of \$375,000</u> .....	36
22.3 <u>Governing Law And Venue</u> .....	37
22.4 <u>Notification of Third Party Claims</u> .....	38
<b>23. <u>LABOR, WAGES &amp; HOUR, APPRENTICE AND RELATED PROVISIONS</u></b>	
23.1. <u>Wage Rates, Payroll Records And Debarment</u> .....	38
23.2. <u>Debarment</u> .....	40
23.3. <u>Apprentices</u> .....	41
23.4. <u>Hours Of Work</u> .....	41
23.5. <u>Labor Compliance Monitoring And Enforcement</u> .....	41
23.6. <u>Labor/Employment Safety</u> .....	42
<b>24. <u>MISCELLANEOUS</u></b>	
24.1. <u>Excise Taxes</u> .....	42
24.2. <u>Assignment of Antitrust Actions</u> .....	42
24.3. <u>Provisions Required By Law Deemed Inserted</u> .....	42

## **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:** A reproducible full-size sets of drawings to be prepared on a monthly basis, and 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 preceding monthly submittal.

**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.

**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 Plans, Specifications, Technical Specifications, and Drawings
  - 1.1.9.22. 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. **Daily Job Report(s):** Daily Project reports prepared by the Contractor's employee(s) who are present on Site, which shall include the information required herein.
- 1.1.14. **Day(s):** Unless otherwise designated, day(s) means calendar day(s).
- 1.1.15. **District:** The public agency or the school district for which the Work is performed.
- 1.1.16. **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.
- 1.1.17. **DSA:** Division of the State Architect.
- 1.1.18. **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.
- 1.1.19. **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.
- 1.1.20. **Premises:** The real property owned by the District on which the Project Site is located.
- 1.1.21. **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.
- 1.1.22. **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.
- 1.1.23. **Project:** The planned undertaking as provided for in the Contract Documents.

- 1.1.24. 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.
- 1.1.25. 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.
- 1.1.26. 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.
- 1.1.27. 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.
- 1.1.28. 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.
- 1.1.29. 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”).
- 1.1.30. 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.
- 1.1.31. 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.
- 1.1.32. 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.
- 1.1.33. Site:** The Project site as shown on the Drawings.
- 1.1.34. 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.
- 1.1.35. 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.
- 1.1.36. Submittal Schedule:** The schedule of submittals as provided by Contractor and approved by District.
- 1.1.37. 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.
- 1.1.38. SWPPP:** The District’s Storm Water Pollution Prevention Plan.

**1.1.39. 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 for 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, 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 clean 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 CONTRACTS/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 insure 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** Special Conditions shall take precedence over General Conditions.

**9.2.2** Technical Specifications implement, in additional detail, the requirements of the General Conditions. In the event of conflict between the Technical Specifications and the General Conditions, the General Conditions shall take precedence.

### **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, three (3) copies and/or 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 with him three (3) corrected copies and/or electronic copies, and furnish such other copies or 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) an finish floor elevations.
- 11.4.1.** 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 shall at all times have all weather access to the Work wherever it is in preparation or 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.** 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. Contractor shall provide copies of all reports and monitoring information to the District.
- 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). 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 (5<sup>th</sup>) 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.** Liquated 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 (20<sup>th</sup>) 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 (20<sup>th</sup>) 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 (30<sup>th</sup>) 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 (5<sup>th</sup>) 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.

## **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 nonresponsible. 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/](http://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 allege 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 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 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:

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

**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.** Bidder must have successfully completed and certified two (2) LEED Gold for Schools projects in the last seven (7) years.
- 9.3.** Bidder must have a CHPS Pre-approved PreFAB Classroom.
- 9.4.** Bidder must have a registered and certified CHPS Verified Project.
- 9.5.** 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 Reef-Sunset Unified School District. 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 four (4) corners and finish floor elevation at each building and maintain them as necessary.

- 11.4.8.** Unobstructed all weather truck access for delivery and placement of modulars 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 13 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) inches beyond ramp end. 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 buildings shall be of clear span design. No 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. 22 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 modulars 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 Reef-Sunset Unified School District 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. Any bid submitted which does not conform to the bid documents shall be considered in non-compliance and shall be rejected.

**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 synthetic 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 craning 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 modulars, 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.

**11.23.** District shall provide a flow test report, 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 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;

#### 1.2. 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. All costs for transportation and installation at the site are to be included in the bid price

#### 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 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 associated with a ~~District furnished~~ foundation.
- 1.3.6. The District shall be responsible for and provide clear and unobstructed all weather access to the site 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** – Reef-Sunset Unified School 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. All plans, specifications and calculations signed by an architect(s), structural engineer(s), electrical engineer(s) and mechanical engineer(s) 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 in the

form of one (1) set of reproductive and two (2) prints of complete sets 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 by email, express mail or may be delivered in person.

The Contractor, after receiving State approval, shall furnish six (6) sets of 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 seventy-two (72) 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 21 Public Works                  |
| Title 19 Public Safety               | Title 24 Building Code                 |
| Title 20 Public Utilities            | 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 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 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 5' 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 (8'6" +/- 1"0) Ceiling height for restroom building shall be as per manufacture'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. The Contractor shall be responsible for all rigging/crane costs in providing this foundation.
- 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 as defined 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 shiplap 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, 22-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, 26 gauge over 30 pound saturated felt metal straps or ¾" plywood or OSB deck (CDX Grade). 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 12-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 or 3/8" plywood or OSB. 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 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 Brands	Dunn Edwards	Kelly Moore
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 delivered.

**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 handicapped: Girls - 3 regular & 1 handicapped.

**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, 1/2" 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 1/2" 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 accepted). 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 costs associated with a foundation.
- 1.2.6. The District shall be responsible for and provide all weather access to the site 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** – Reef-Sunset Unified School 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. All plans, specifications and calculations signed by an architect(s), structural engineer(s), electrical engineer(s) and mechanical engineer(s) 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 in the form of one (1) set of reproductive and two (2) prints of complete sets 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 by email, express mail or may be delivered in person.

The Contractor, after receiving State approval, shall furnish six (6) sets of 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 21 Public Works                  |
| Title 19 Public Safety               | Title 24 Building Code                 |
| Title 20 Public Utilities            | 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 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 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, supercede 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 – 3psf.
- 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 an 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**

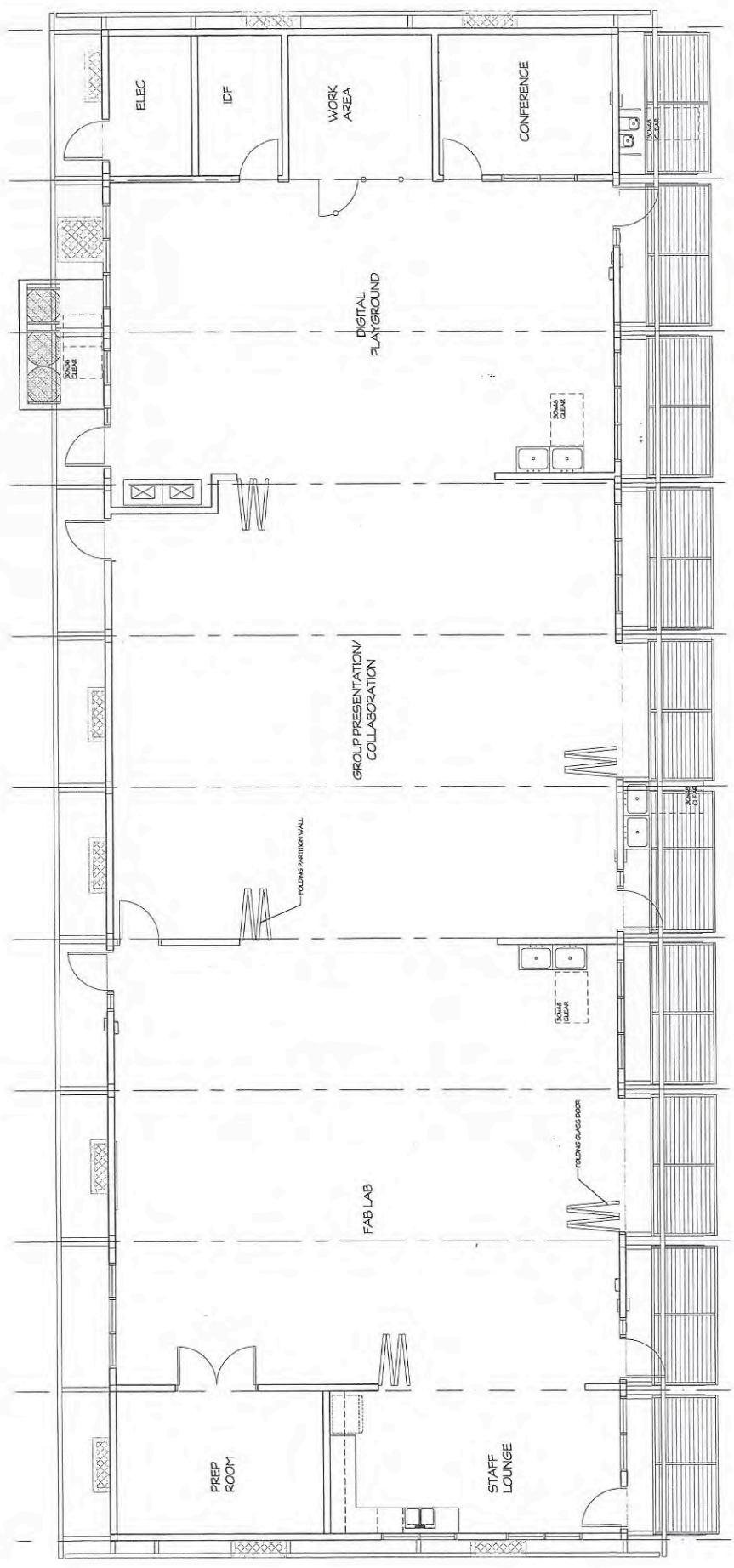
- 3.3.1. **Acceptance Testing.** Upon nominal completion of each elevator installation, and before permitting use of elevator (either temporary or permanent), perform acceptance tests as required and recommended by Code and governing regulations or agencies.
- 3.3.2. **Operating Tests.** Load each elevator 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

**END OF DOCUMENT**

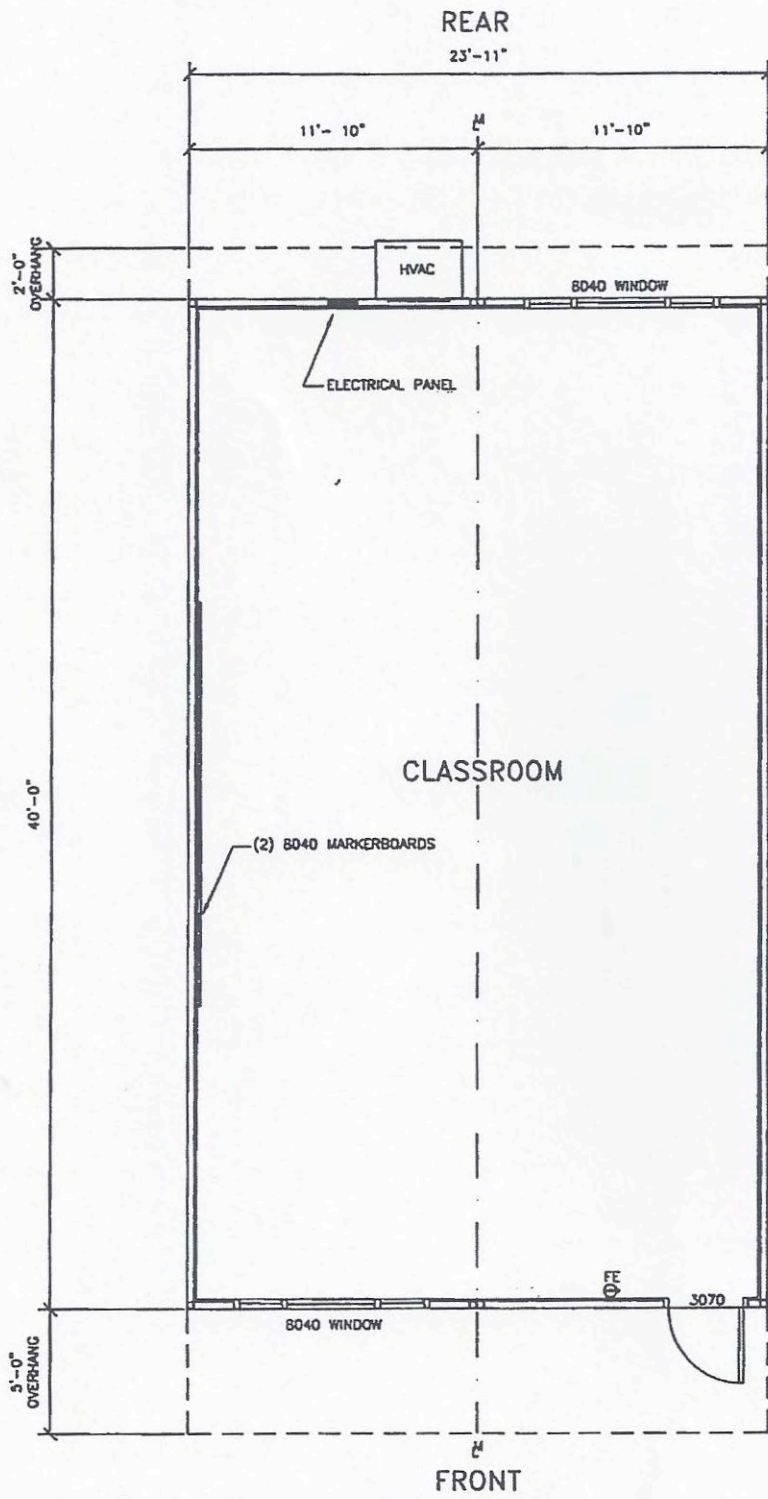
# Floorplans



# FLOOR PLAN A

REEF-SUNSET MIDDLE SCHOOL

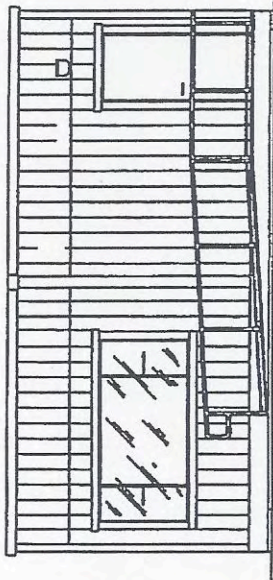
4800 SQ. FT.



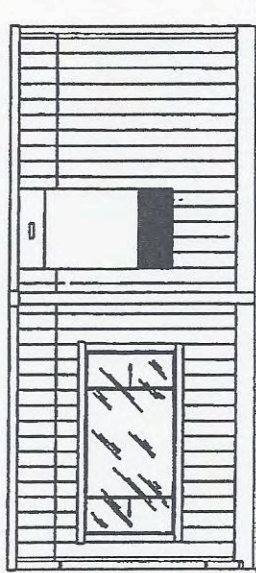
FLOOR PLAN

AVAILABLE AS SHOWN = LEFT HAND  
OR OPPOSITE HAND = RIGHT HAND

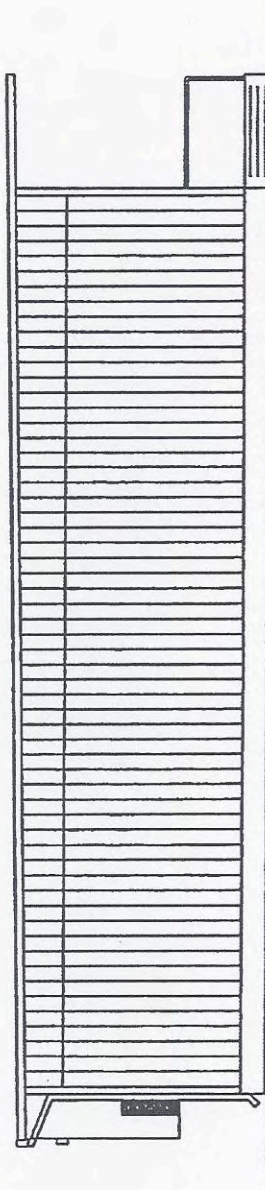
24 X 40 CLASSROOM	ITEM A
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FRONT END/ENTRY ELEVATION



REAR END ELEVATION

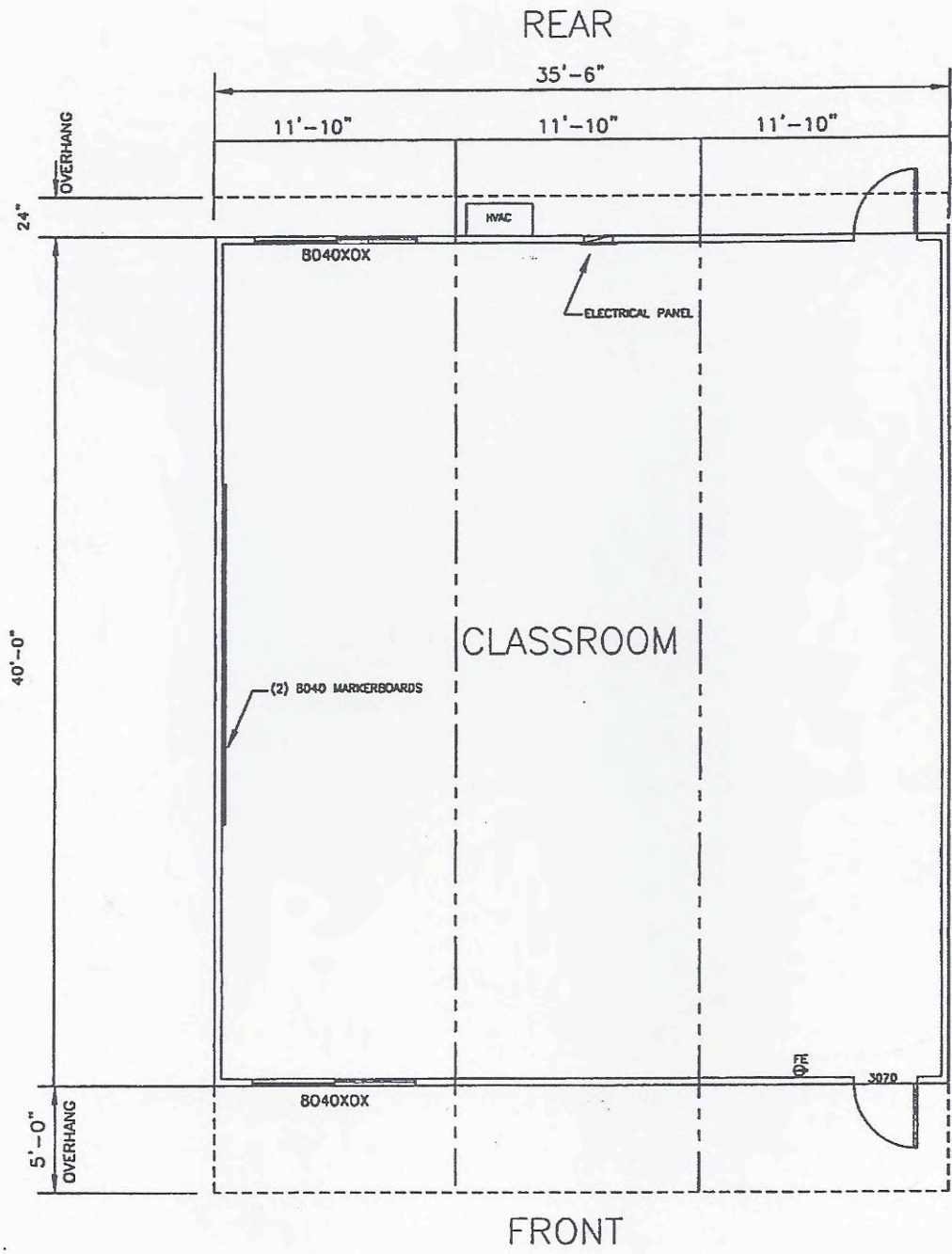


SIDE ELEVATION

24 X 40 CLASSROOM

ITEM A

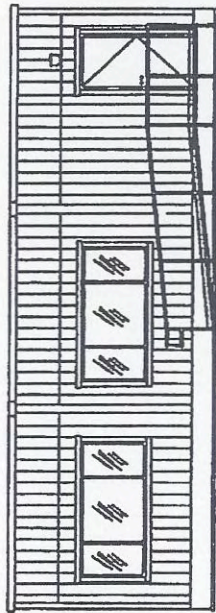




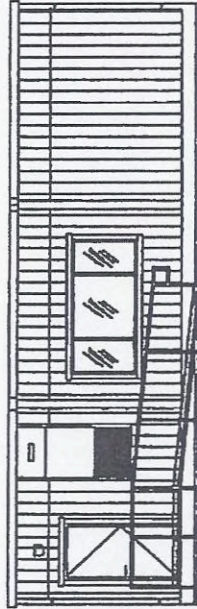
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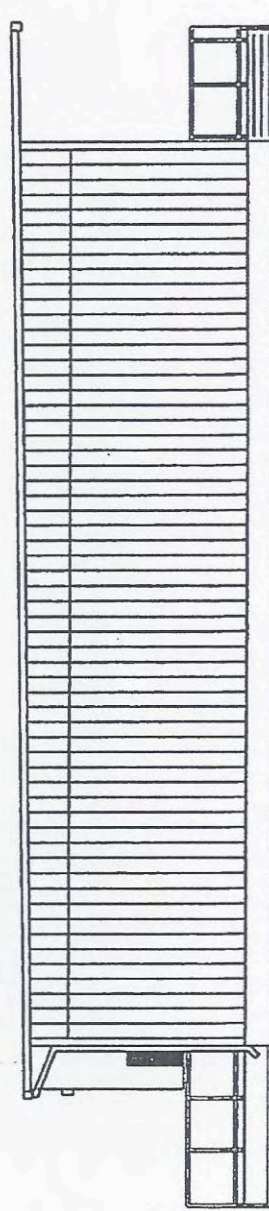
<b>36 X 40 CLASSROOM</b>	<b>ITEM B</b>
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FRONT END/ENTRY ELEVATION



REAR END ELEVATION

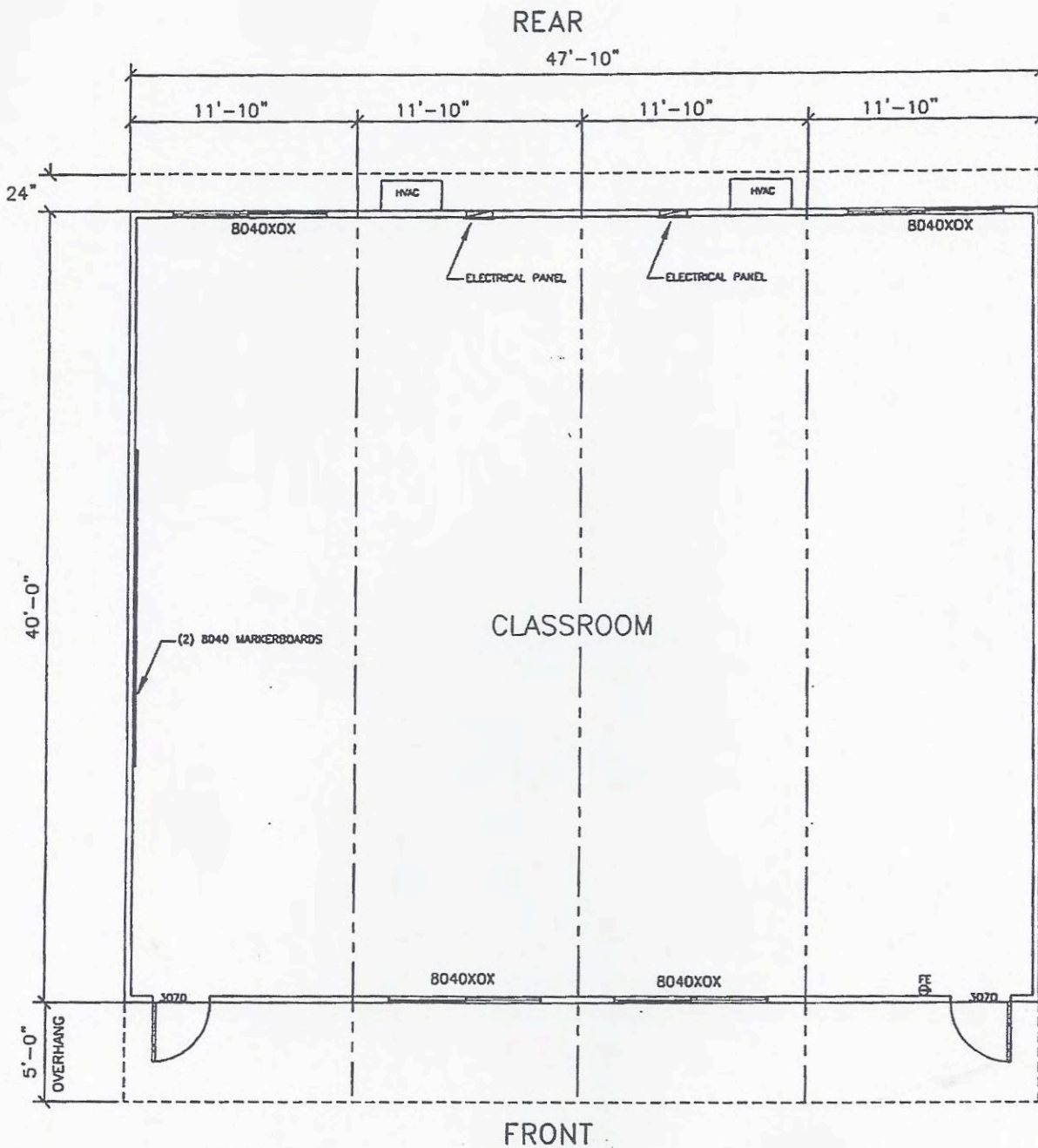


SIDE ELEVATION

36 X 40 CLASSROOM

ITEM B

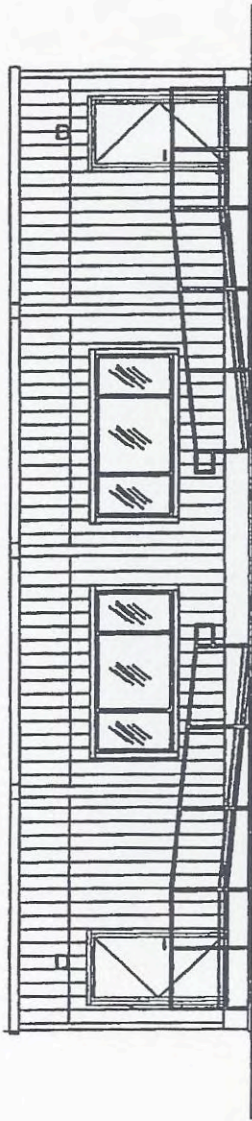




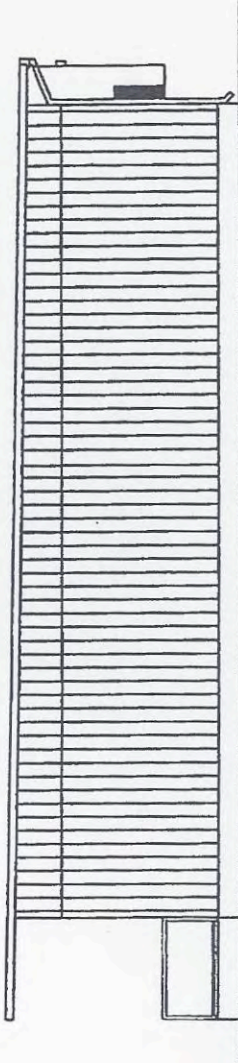
**FLOOR PLAN**

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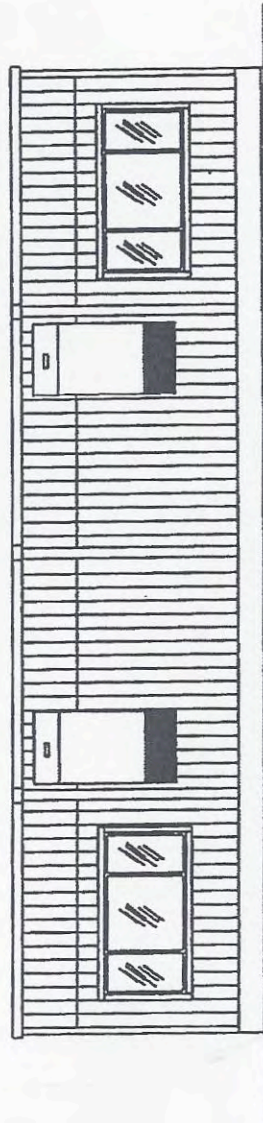
48 X 40 CLASSROOM	ITEM C
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FRONT END/ENTRY ELEVATION



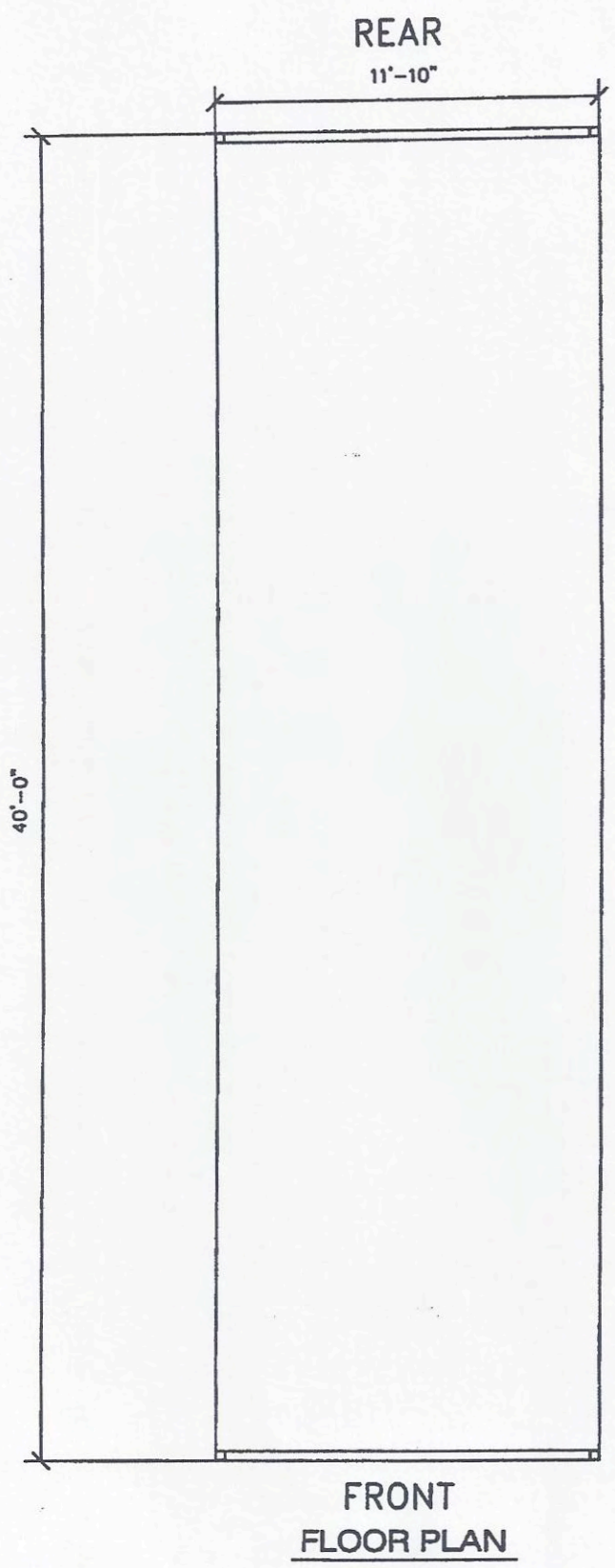
RIGHT SIDE ELEVATION



FRONT END/ENTRY ELEVATION

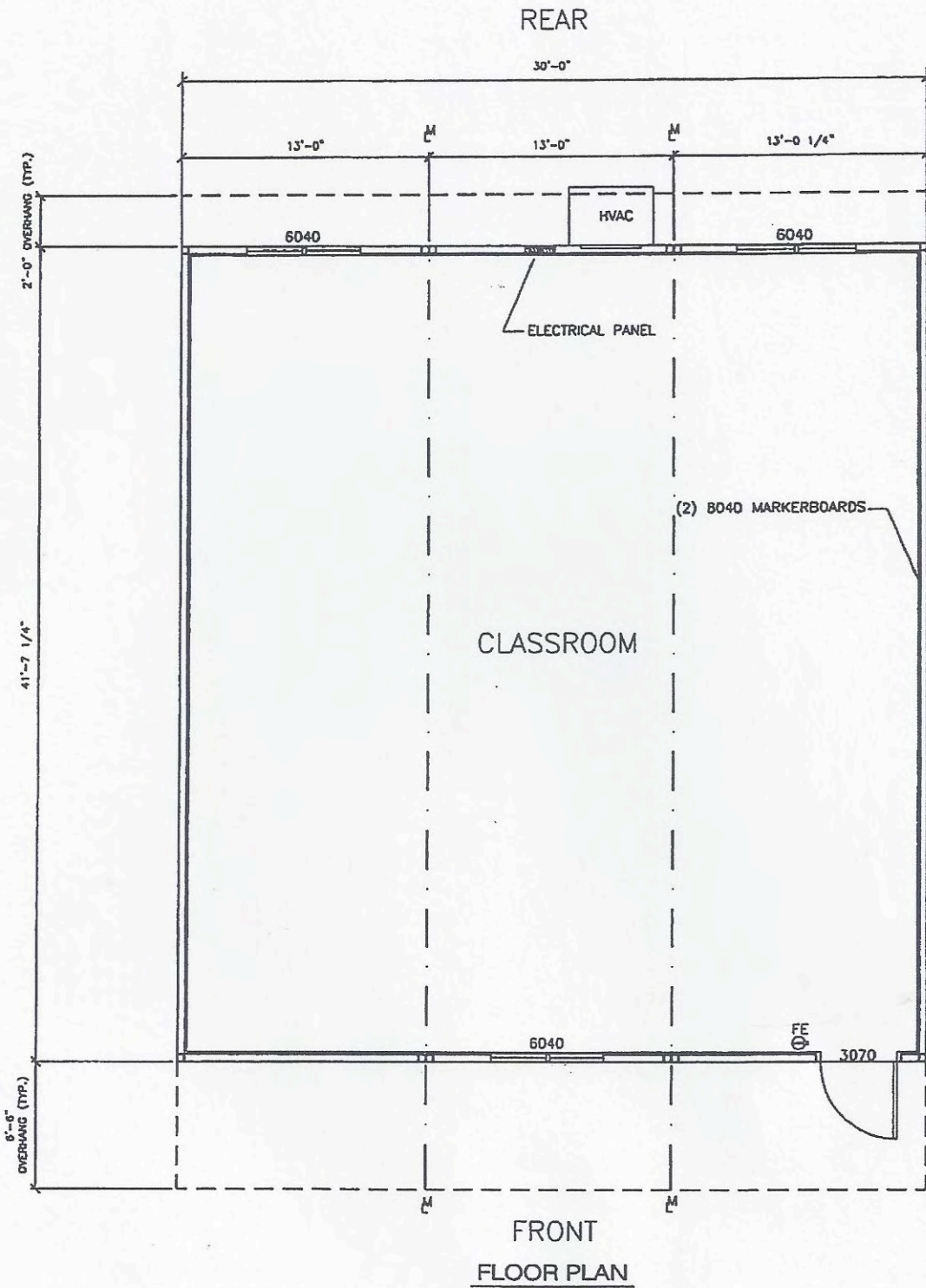
48 X 40 CLASSROOM

ITEM C

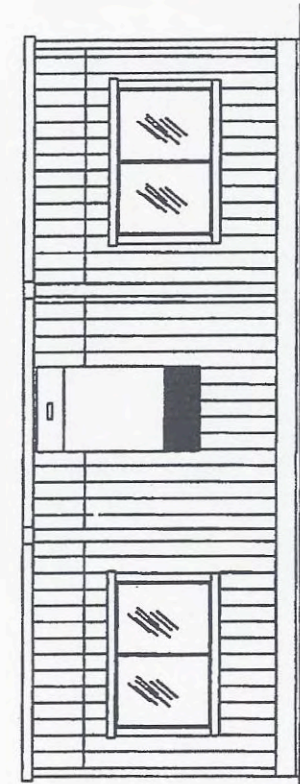


12' MODULE Additional Section	ITEM D
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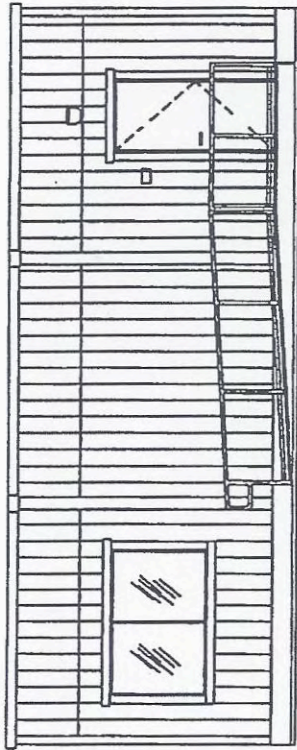




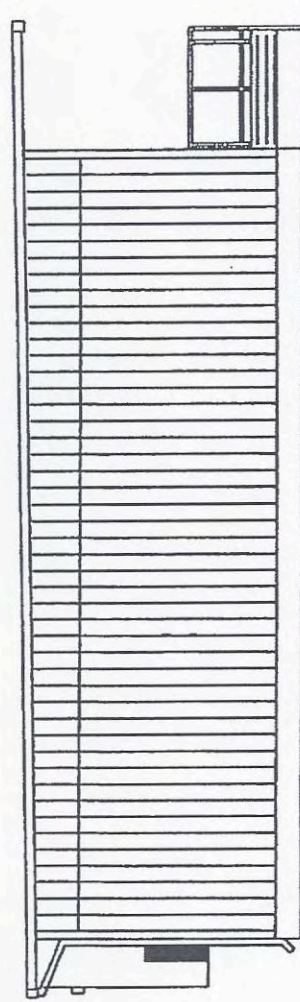
30 X 32 CLASSROOM	ITEM E
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REAR END ELEVATION



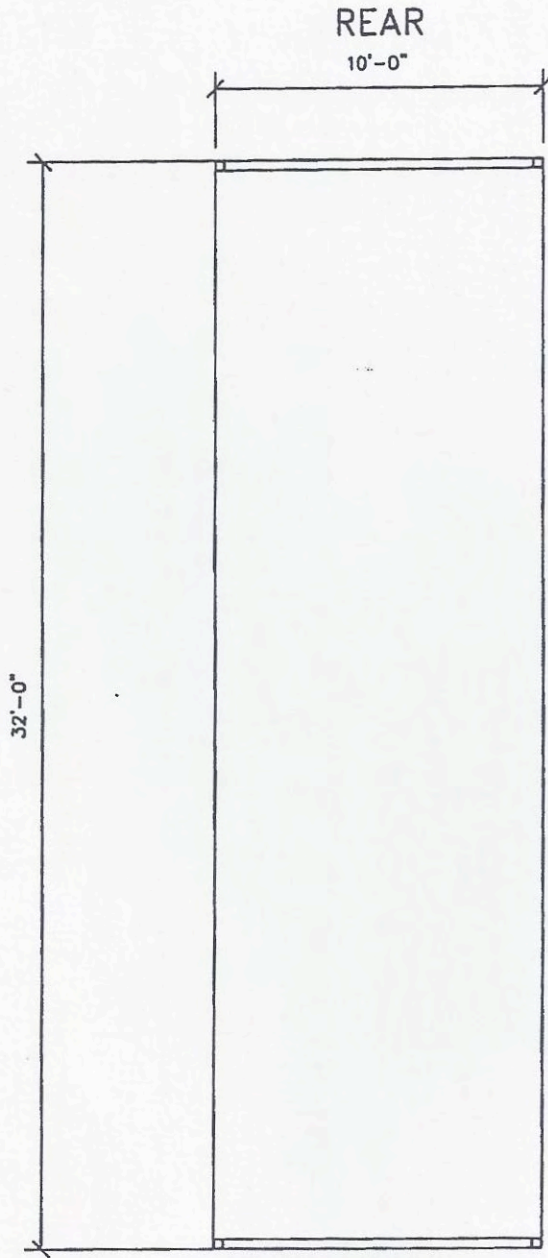
FRONT END/ENTRY ELEVATION



SIDE ELEVATION

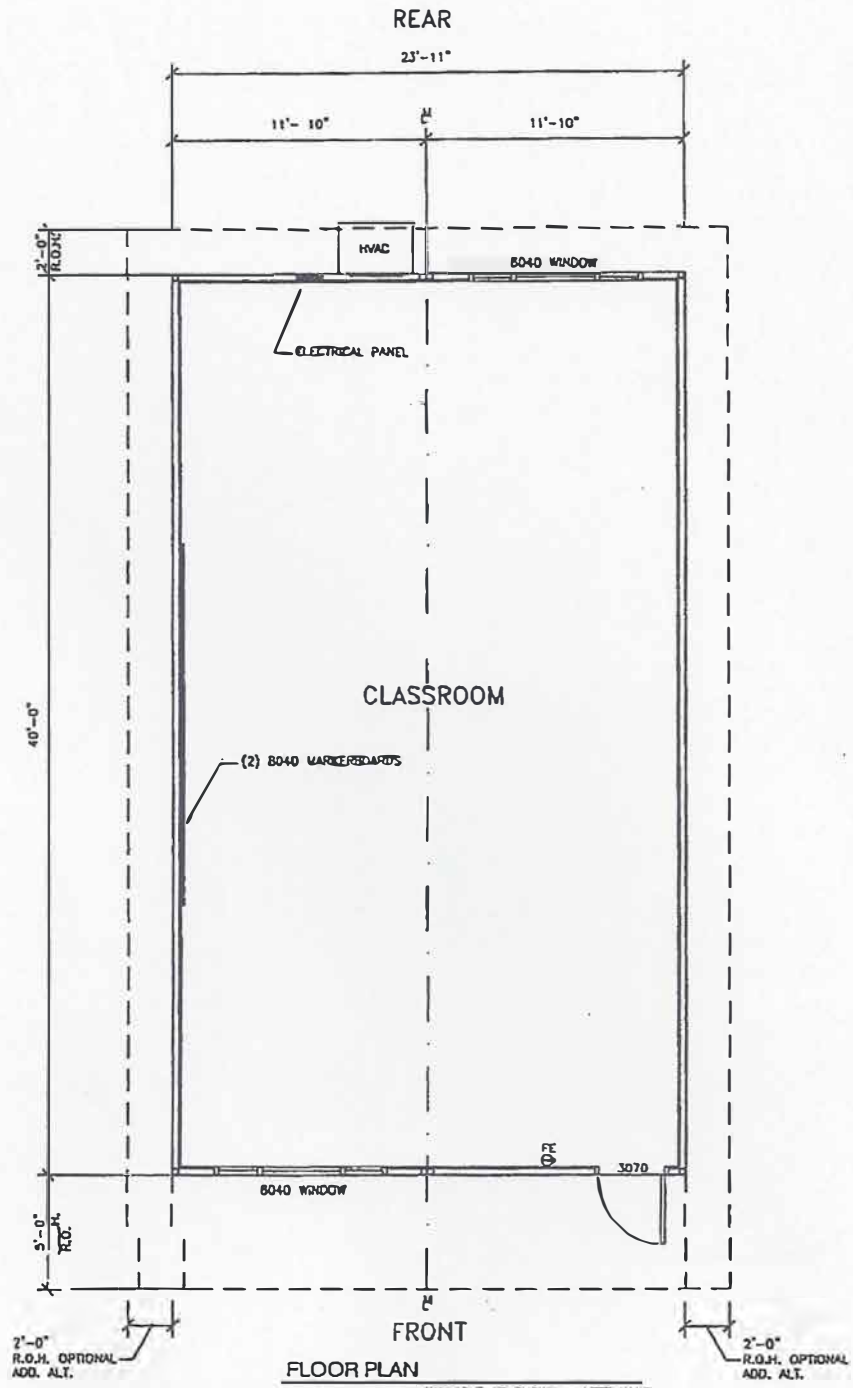
30 X 32 CLASSROOM

ITEM E



FRONT  
FLOOR PLAN

10' MODULE Additional Section	ITEM F
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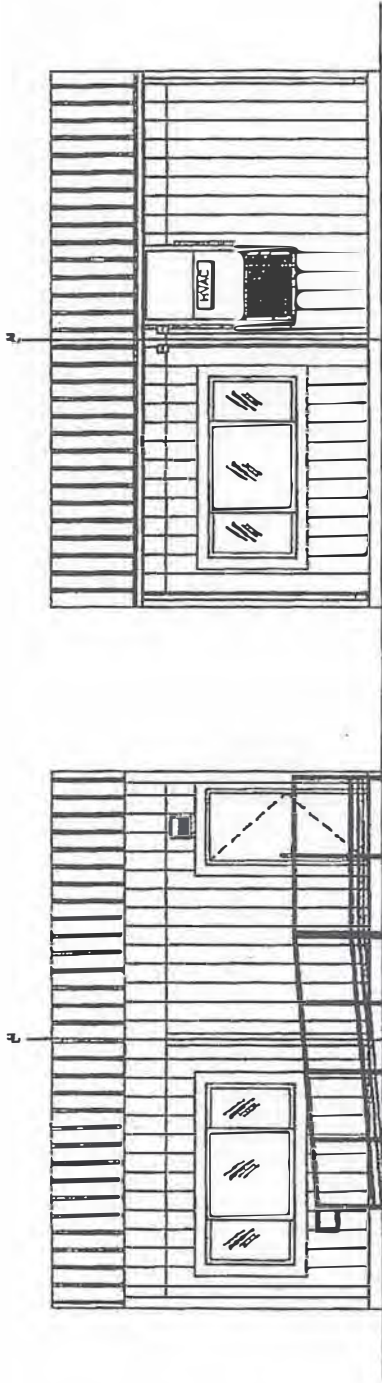


<b>24 X 40 CLASSROOM</b>	<b>ITEM G</b>
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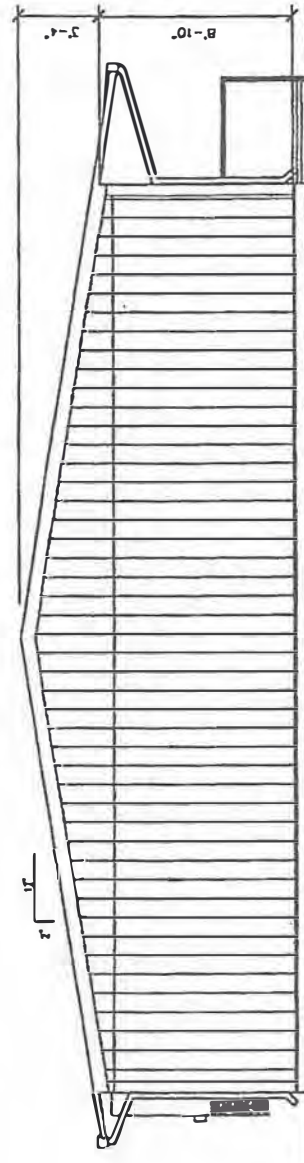
24x40 CLASSROOM

ITEM G



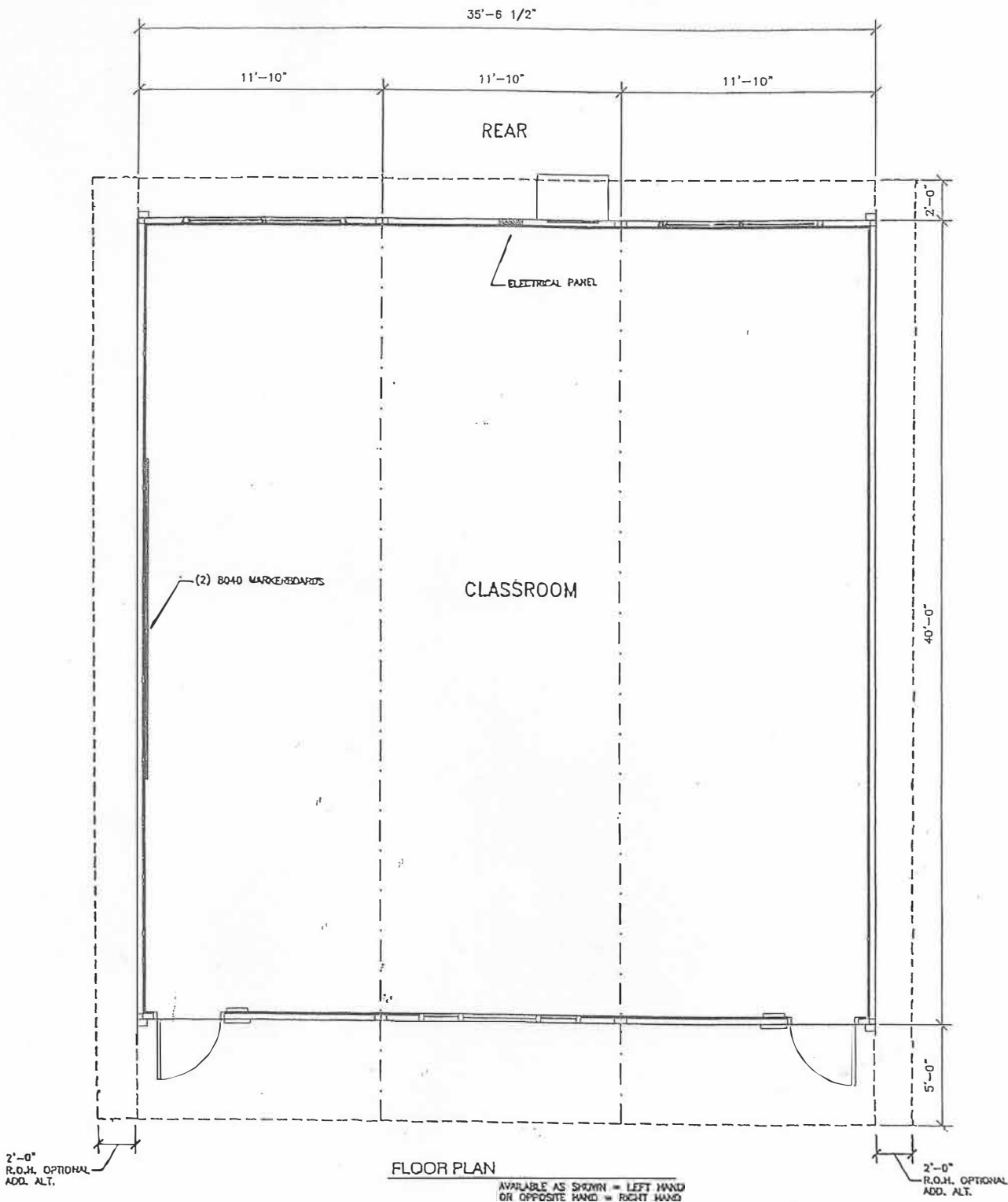
FRONT EXTERIOR ELEVATION

REAR EXTERIOR ELEVATION

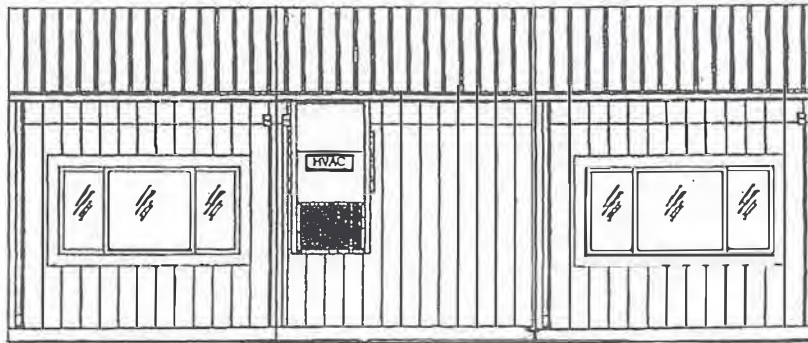


SIDE EXTERIOR ELEVATION

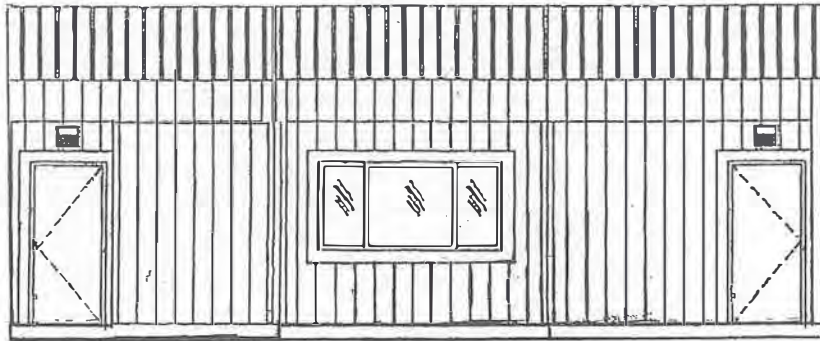




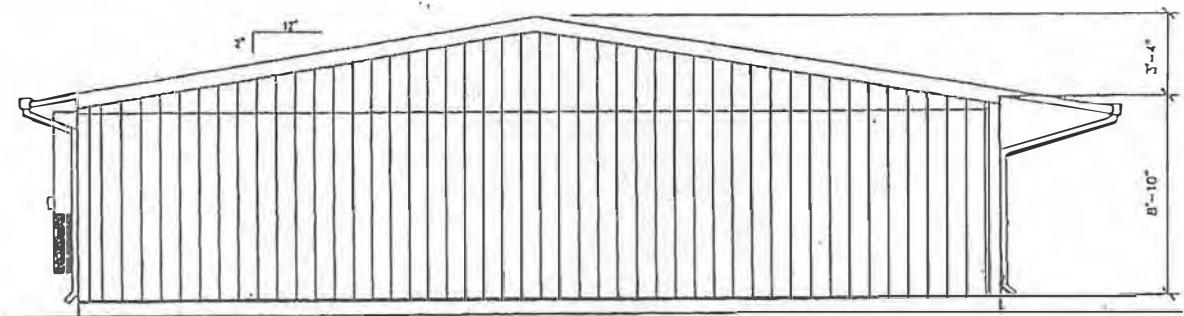
36 x 40 Classroom	Item H
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REAR EXTERIOR ELEVATION



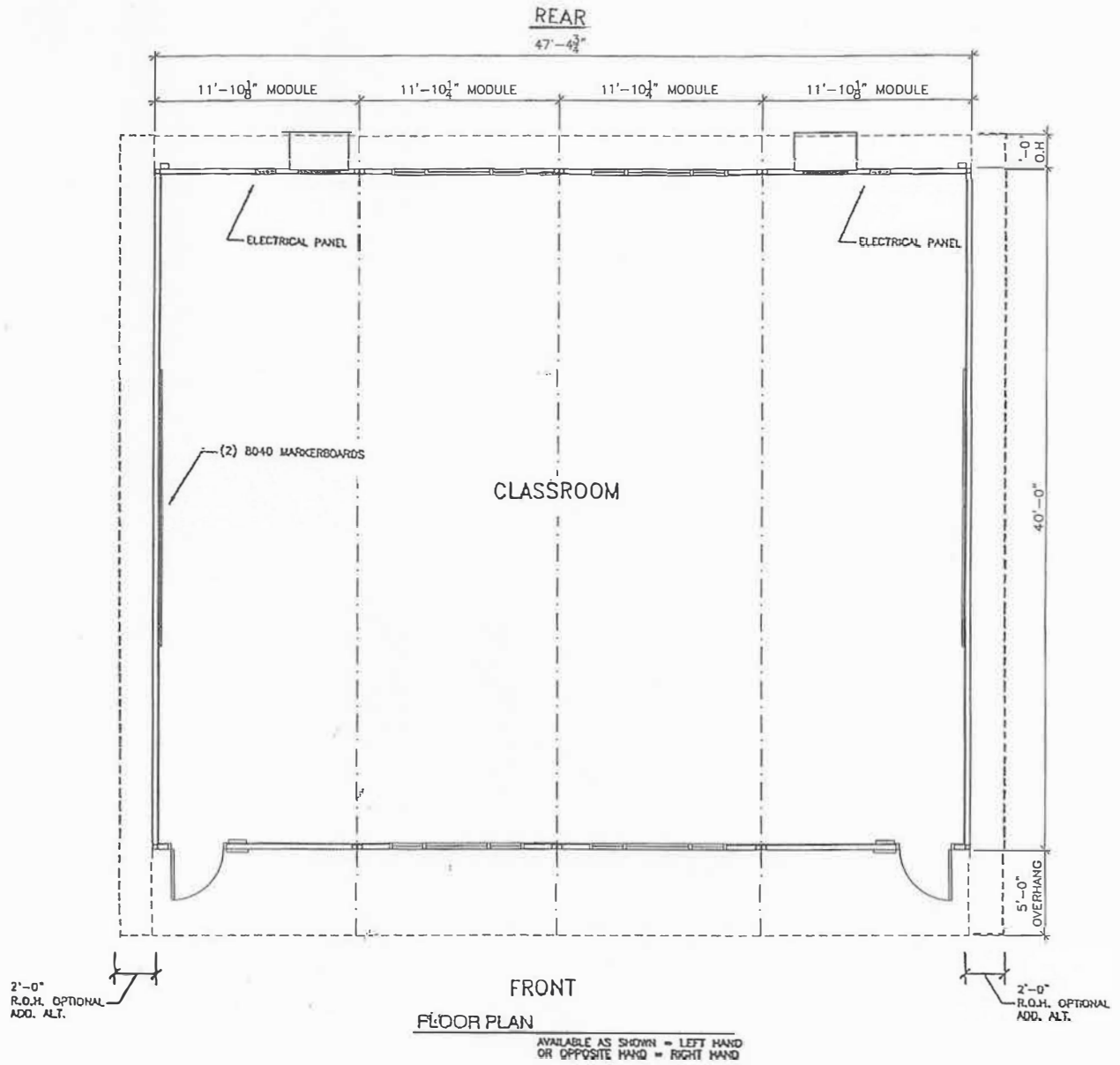
FRONT EXTERIOR ELEVATION



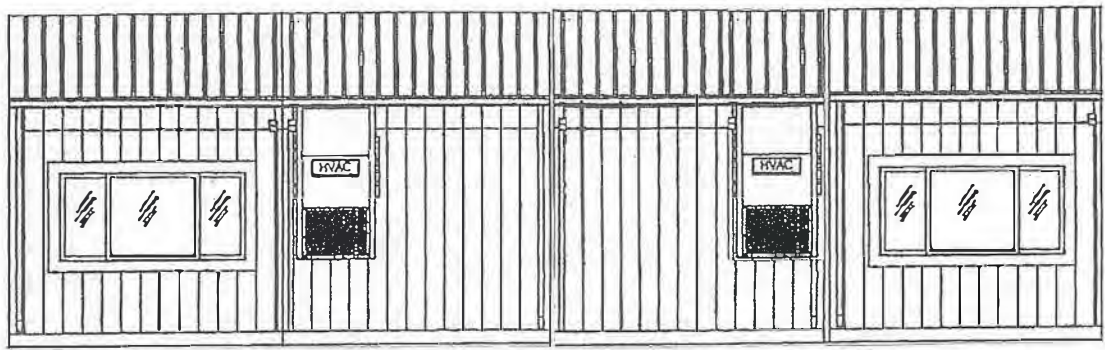
SIDE EXTERIOR ELEVATION

36 x 40 Classroom

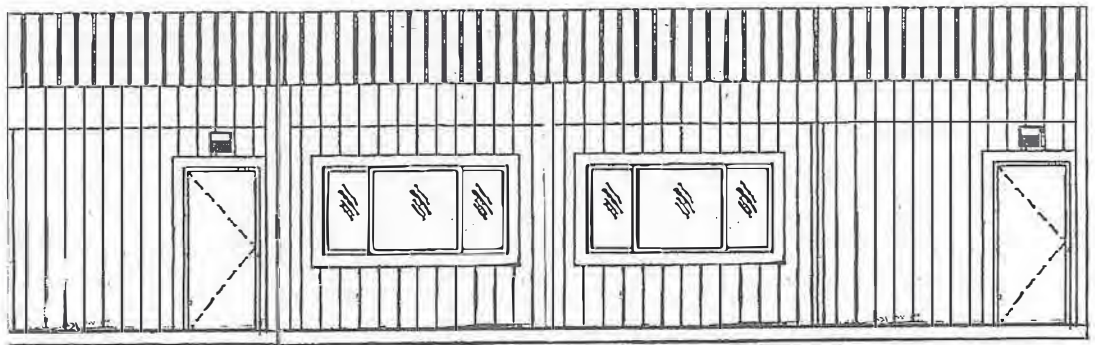
Item H



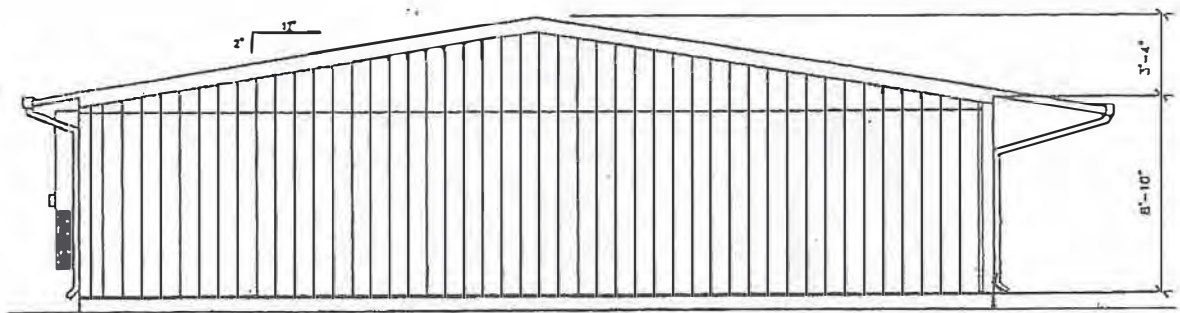
48 x 40 Classroom	Item I
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REAR EXTERIOR ELEVATION



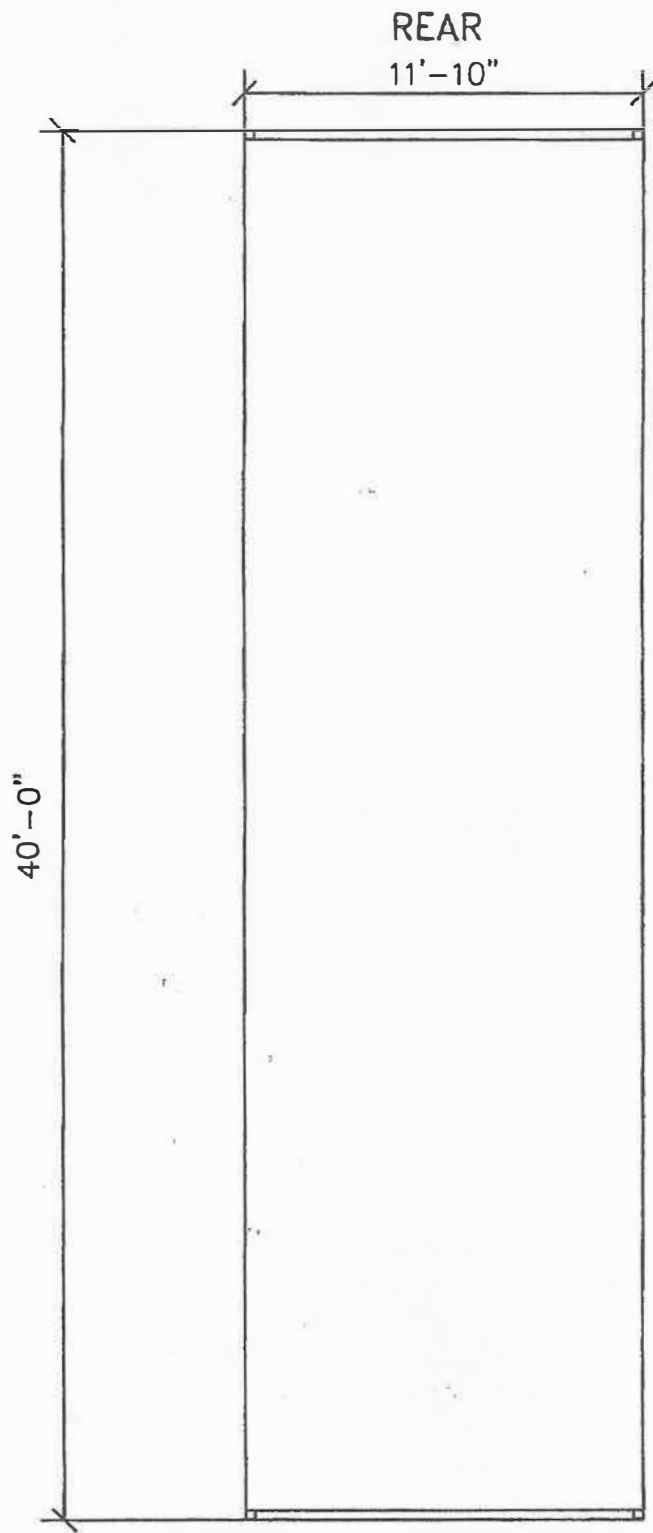
FRONT EXTERIOR ELEVATION



SIDE EXTERIOR ELEVATION

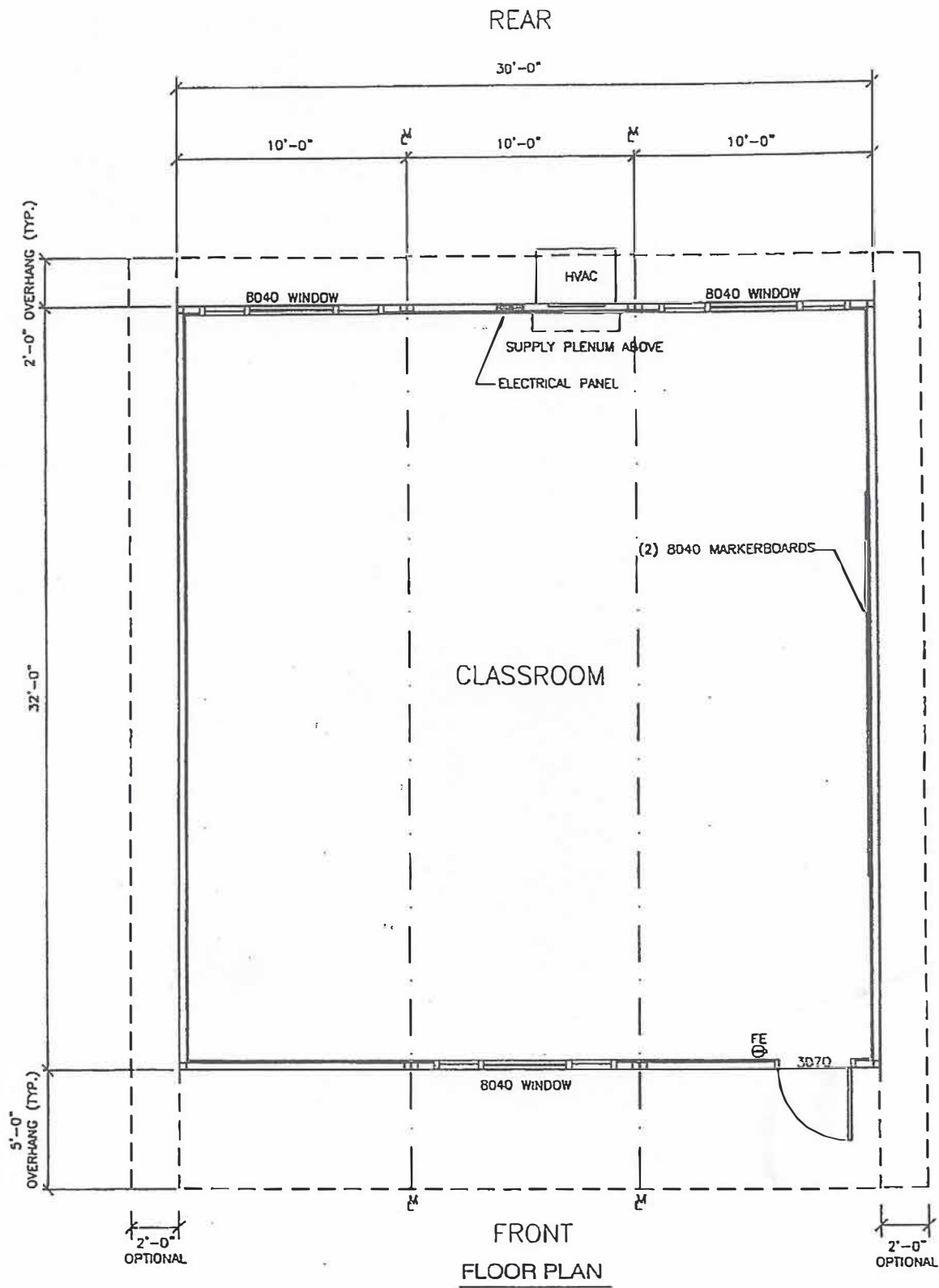
48 x 40 Classroom

Item I



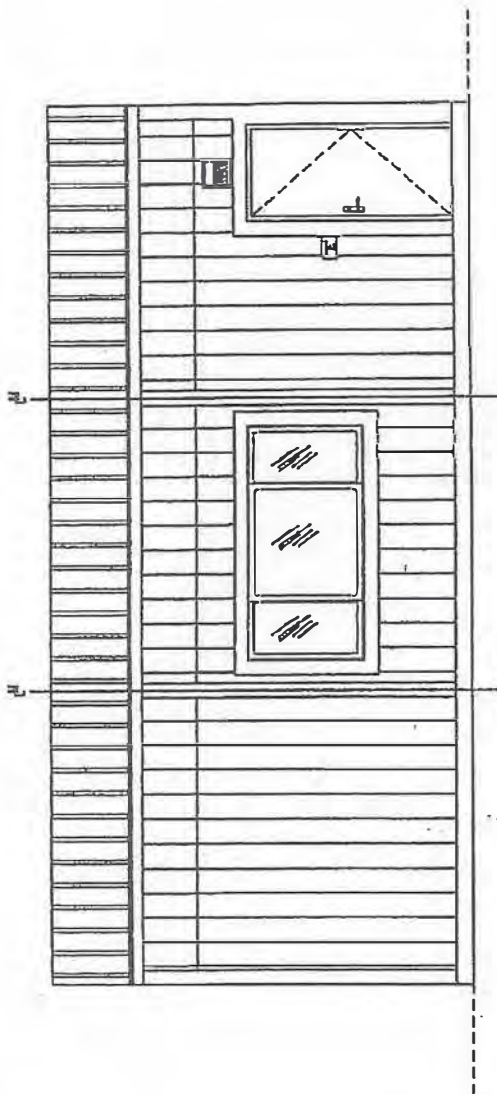
FRONT  
FLOOR PLAN

<b>12' MODULE</b> Additional Section	Item J
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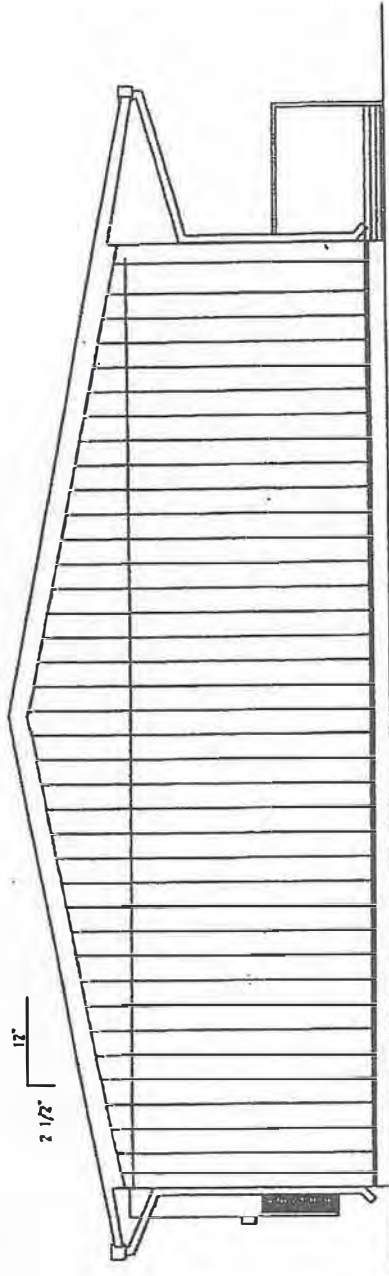


30 X 32 CLASSROOM	Item K
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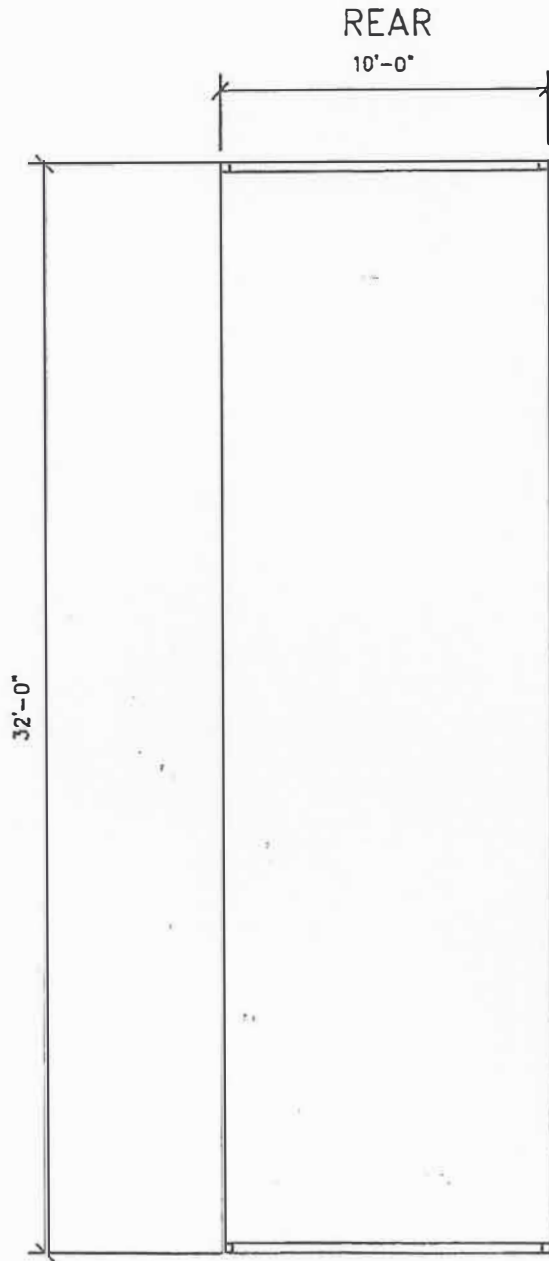


FRONT EXTERIOR ELEVATION



SIDE EXTERIOR ELEVATION

30 X 32 CLASSROOM	Item K
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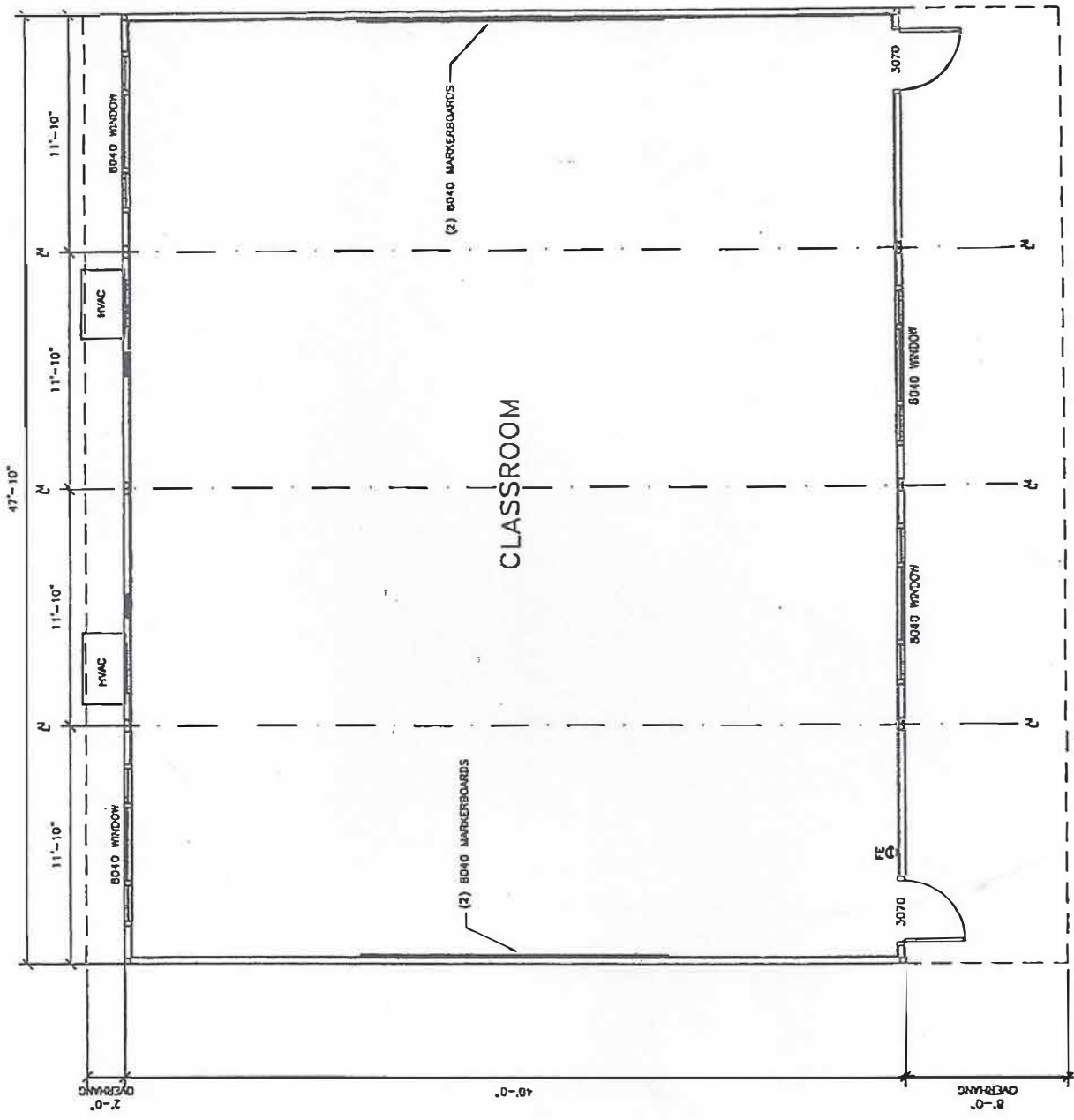


FRONT  
FLOOR PLAN

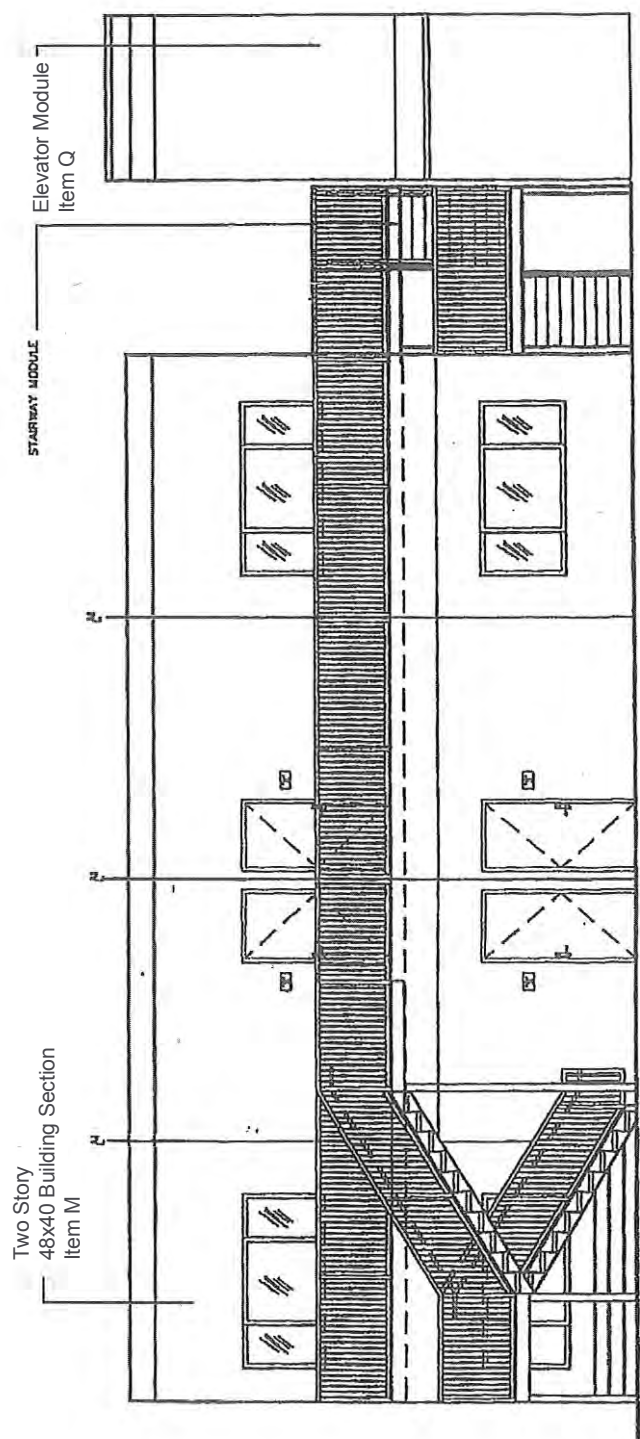
**10' MODULE** Additional Section-Steep Pitch

Item L



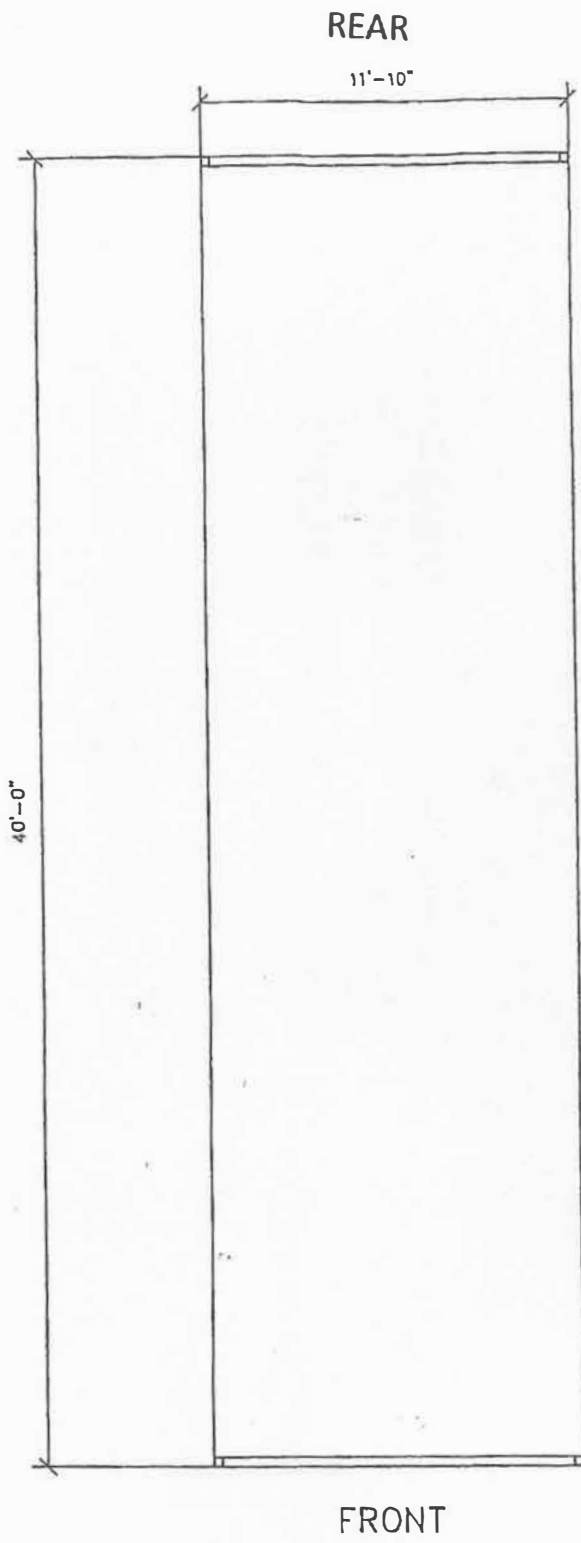


48 X 40 CLASSROOM Two Story	Item M
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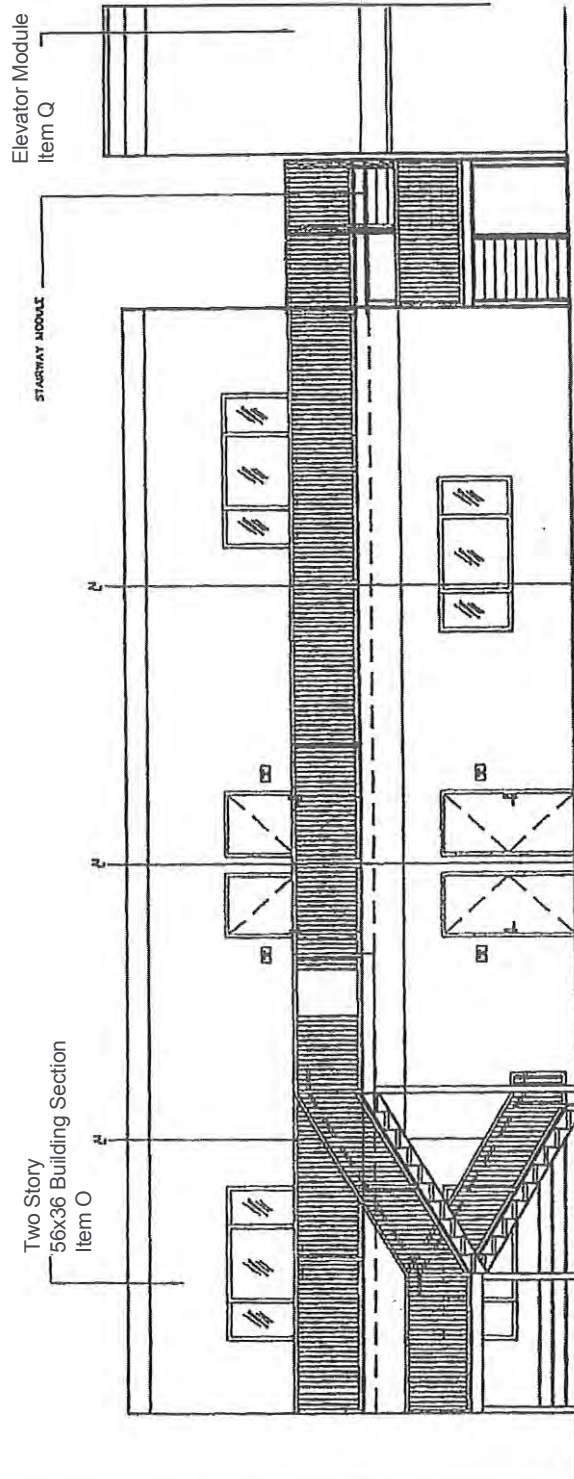
FRONT ELEVATION

48 X 40 CLASSROOM Two Story	Item M & Q
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FLOOR PLAN

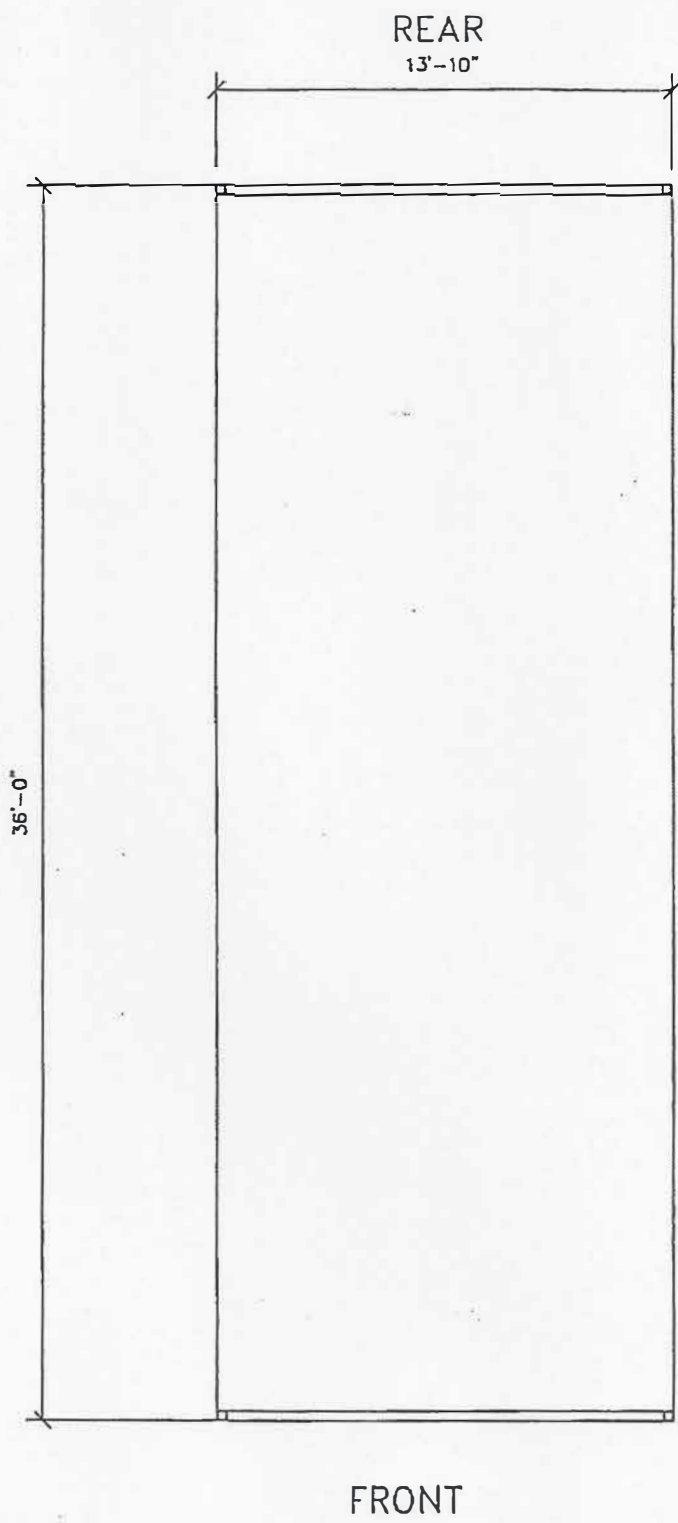
12 x 40 MODULE	Two Story	Item N
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FRONT ELEVATION

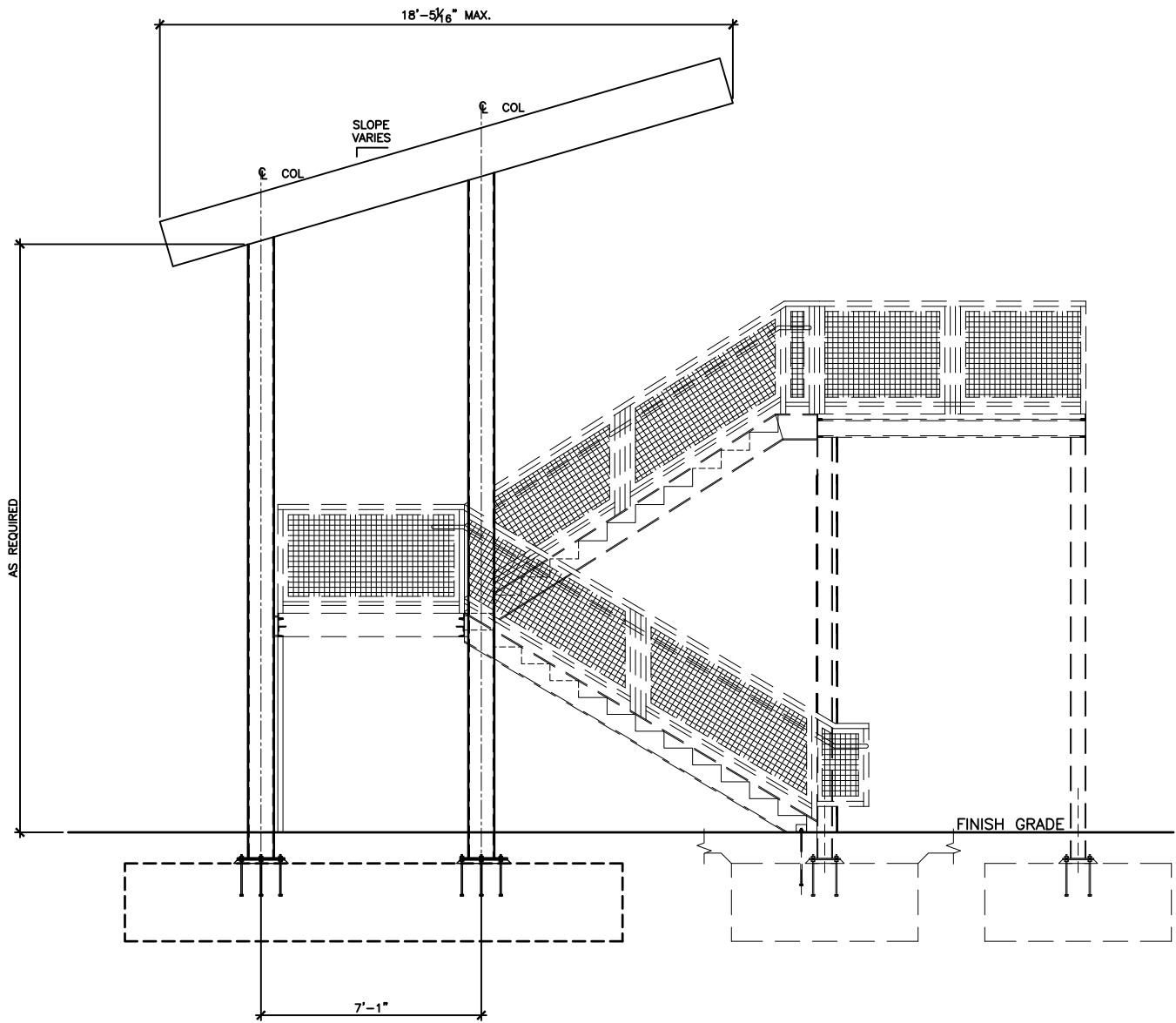
56 X 36 CLASSROOM Two Story

ITEM O and Q



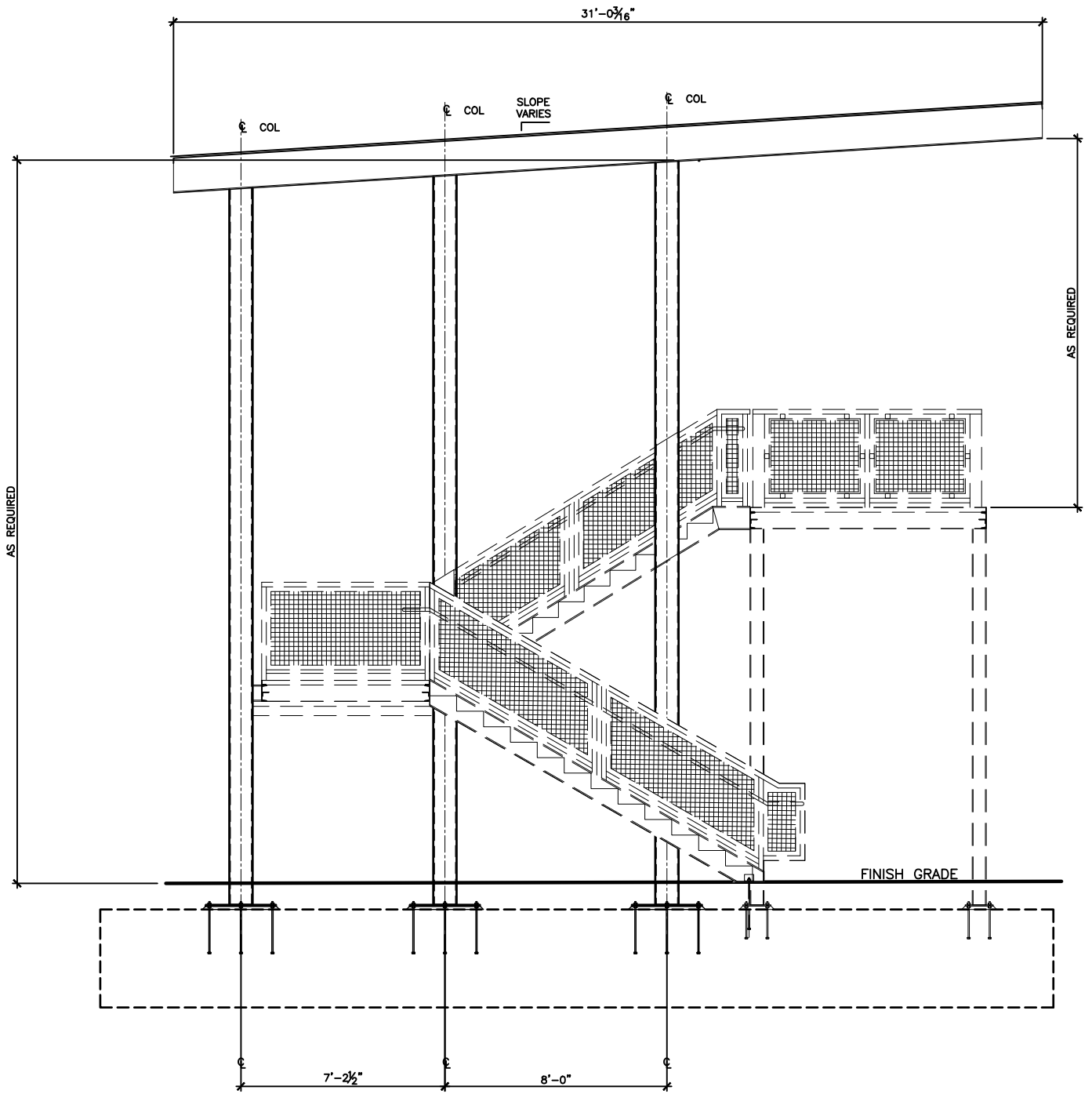
FLOOR PLAN

14 x 36 MODULE	Two Story	ITEM P
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ELEVATION VIEW

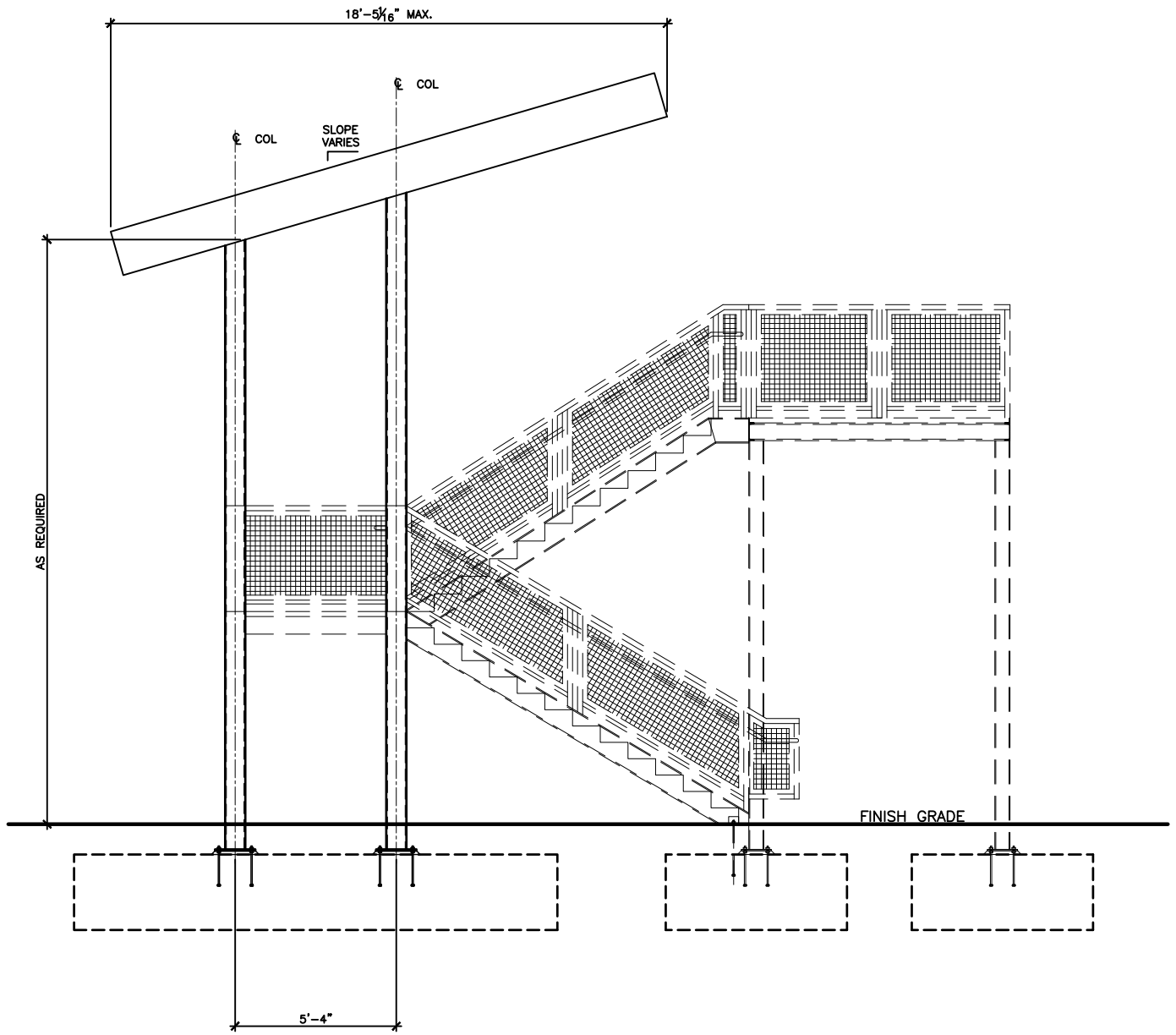
<p>2 COLUMN STAIR CANOPY</p>	<p>ITEM R</p>
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ELEVATION VIEW

3 COLUMN STAIR CANOPY

ITEM S

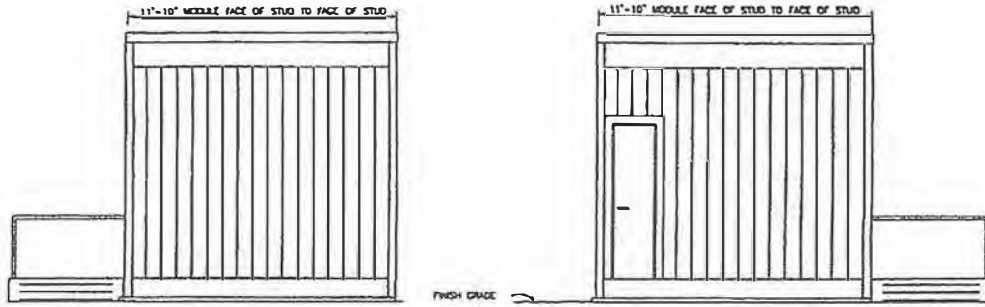


ELEVATION VIEW

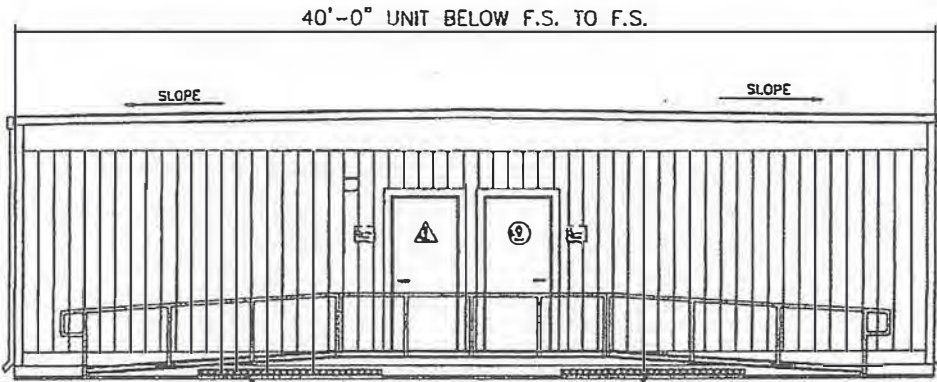
4 COLUMN STAIR CANOPY

ITEM T

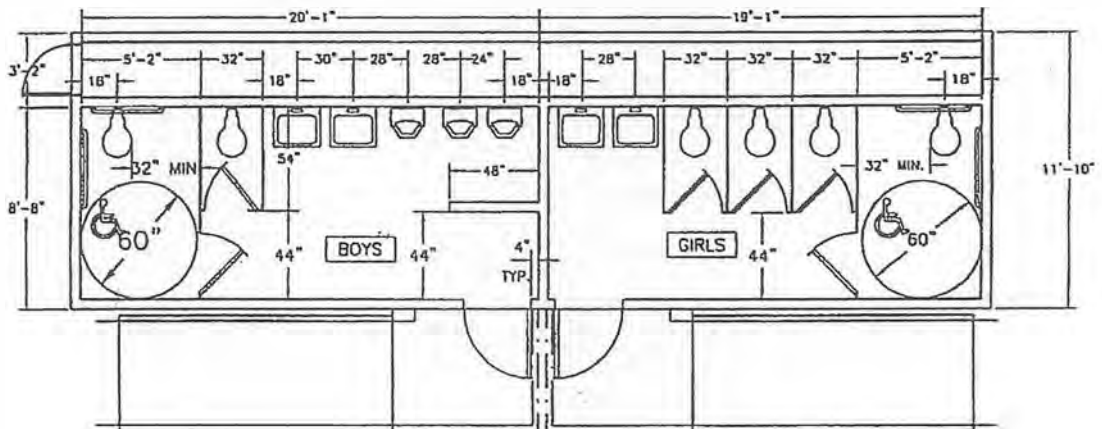




END WALL ELEVATION



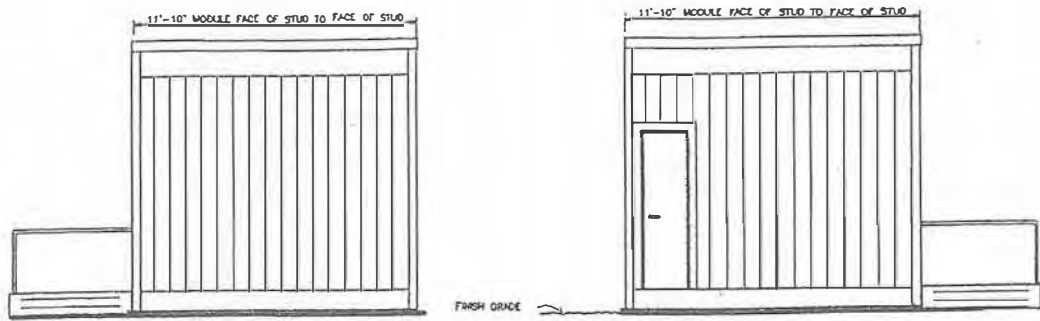
FRONT WALL ELEVATION



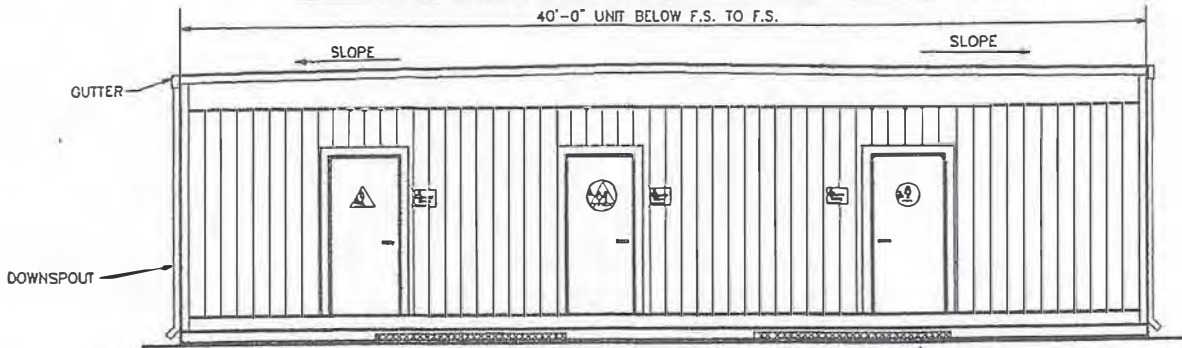
FLOOR PLAN

12 X 40 RESTROOM STUDENT

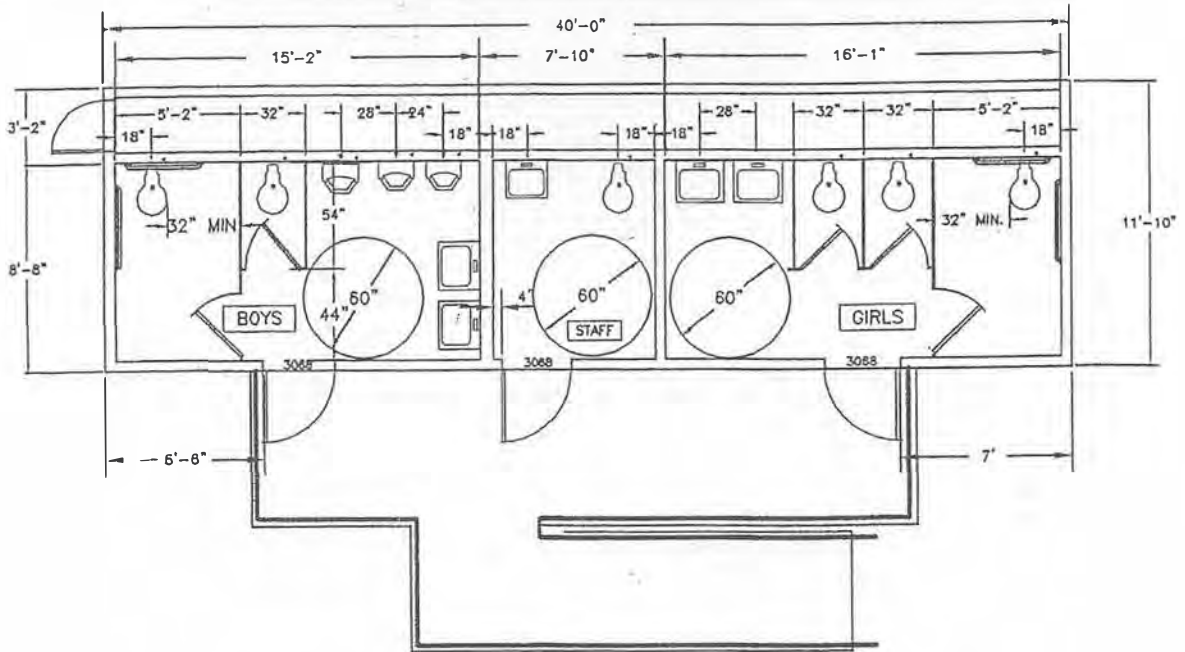
Item U



END WALL ELEVATION

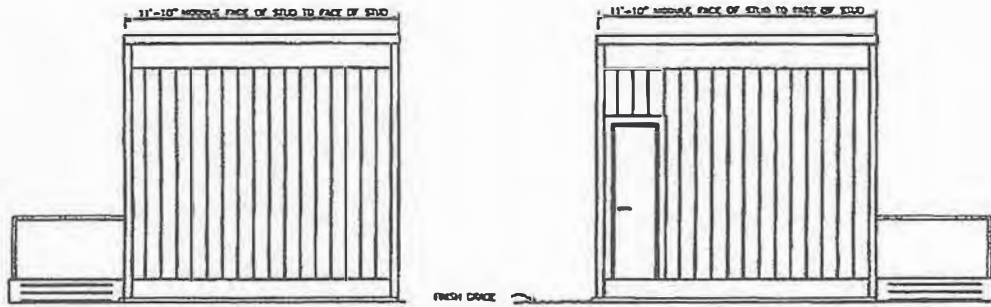


FRONT WALL ELEVATION

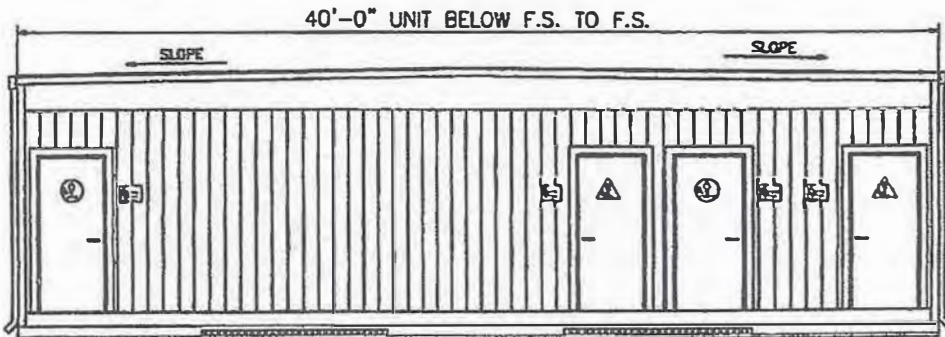


FLOOR PLAN

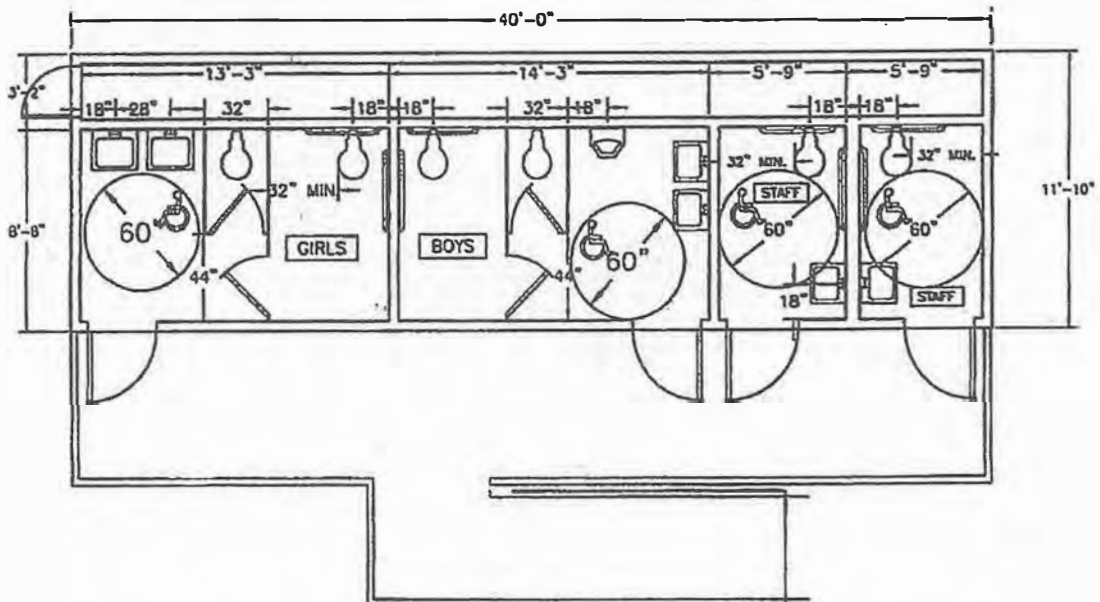
<p>12 X 40 Boy/Staff/Girl Restroom Building</p>	<p>Item V</p>
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END WALL ELEVATION



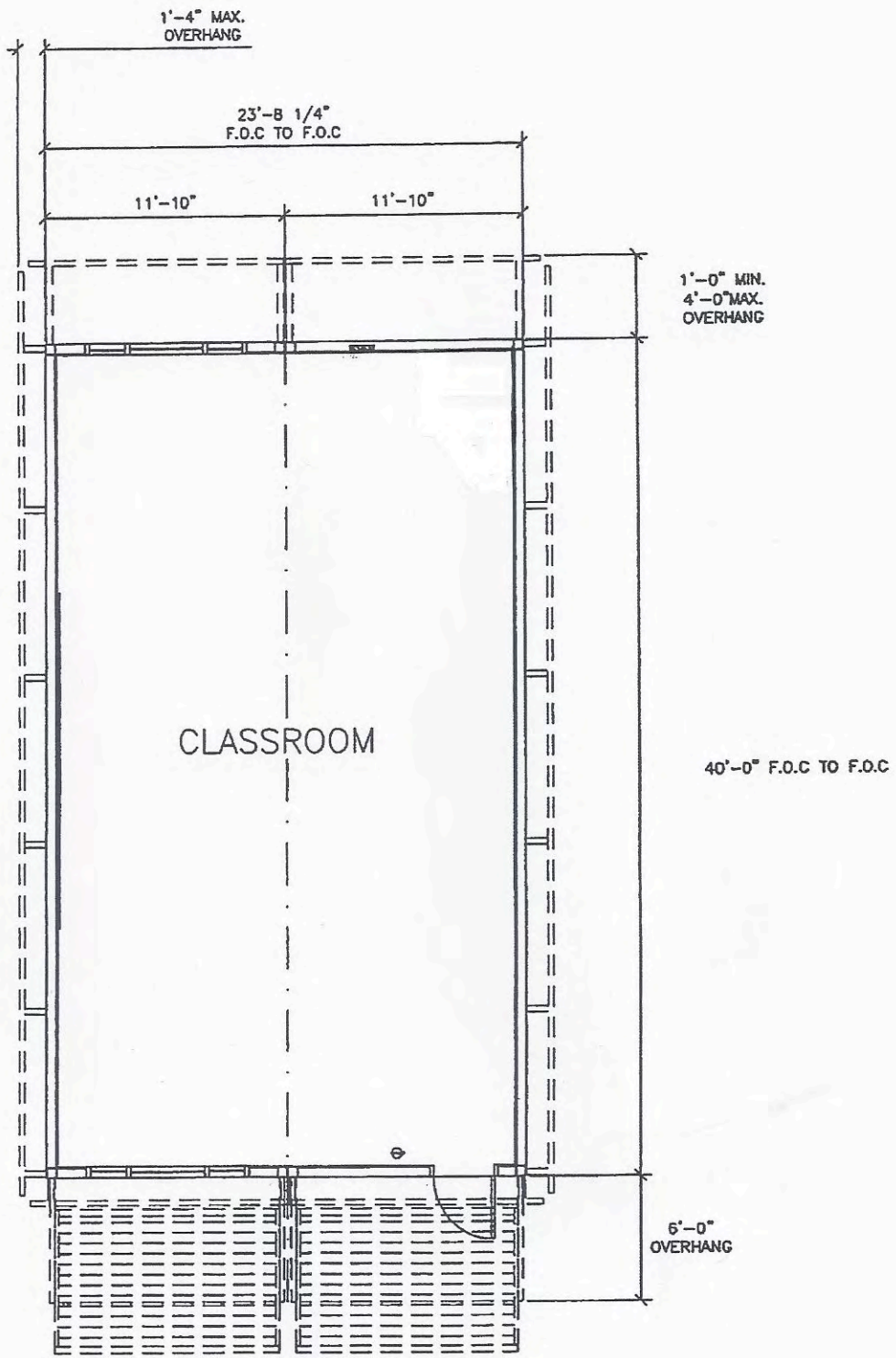
FRONT WALL ELEVATION



FLOOR PLAN

<p>12 X 40 BOYS/GIRLS/STAFF/STAFF RESTROOM BUILDING</p>	<p>Item W</p>
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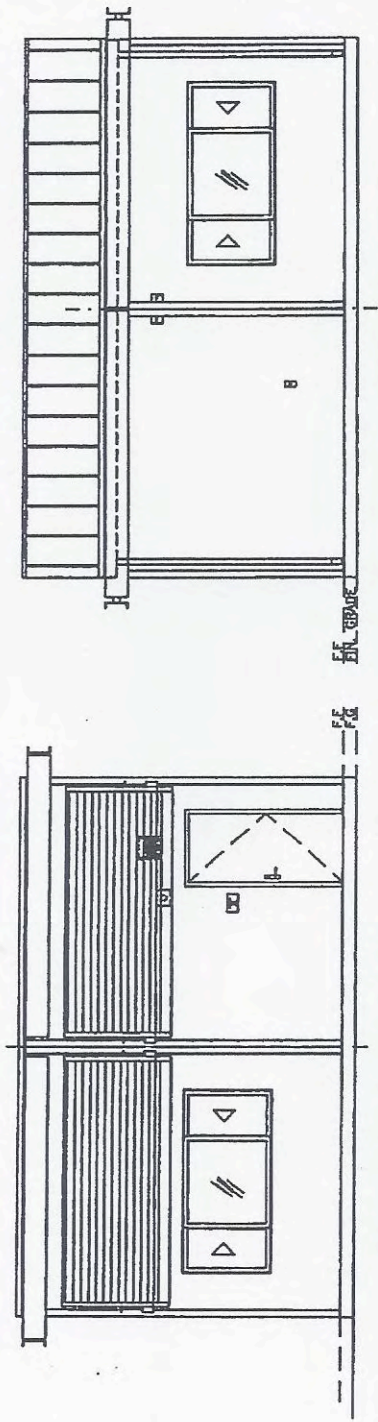




FLOOR PLAN

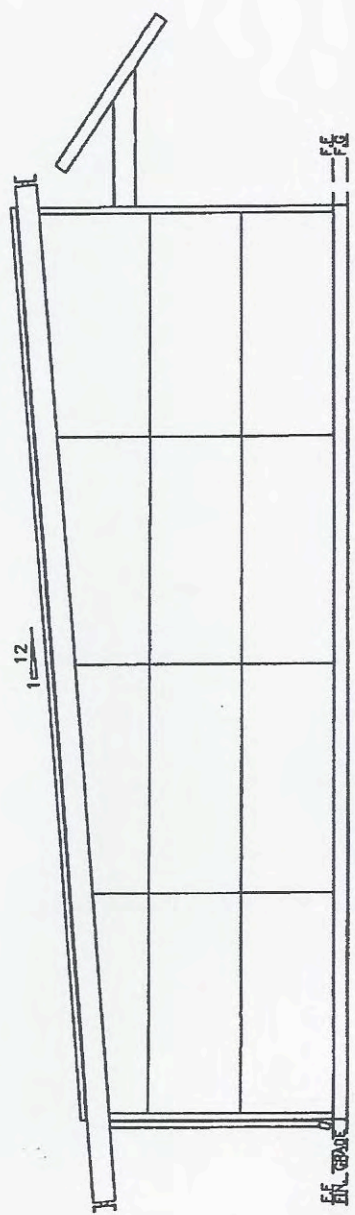
AVAILABLE AS SHOWN = LEFT HAND  
OR OPPOSITE HAND = RIGHT HAND

24 X 40 CLASSROOM	ITEM A-HP
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FRONT EXTERIOR ELEVATION

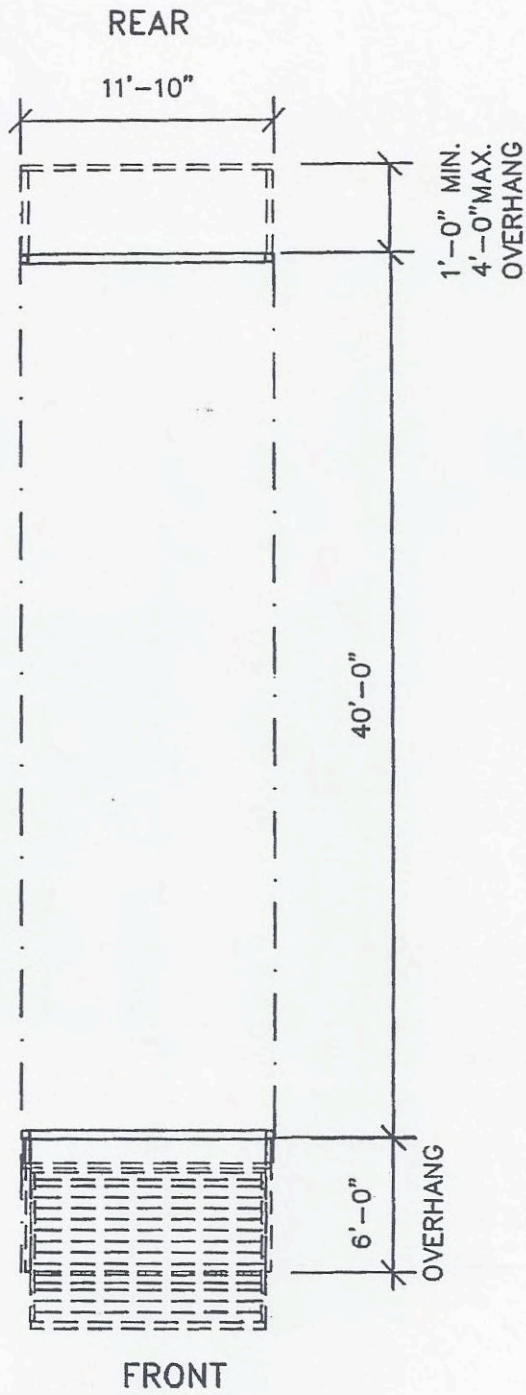
REAR EXTERIOR ELEVATION



SIDE EXTERIOR ELEVATION

24 X 40 CLASSROOM

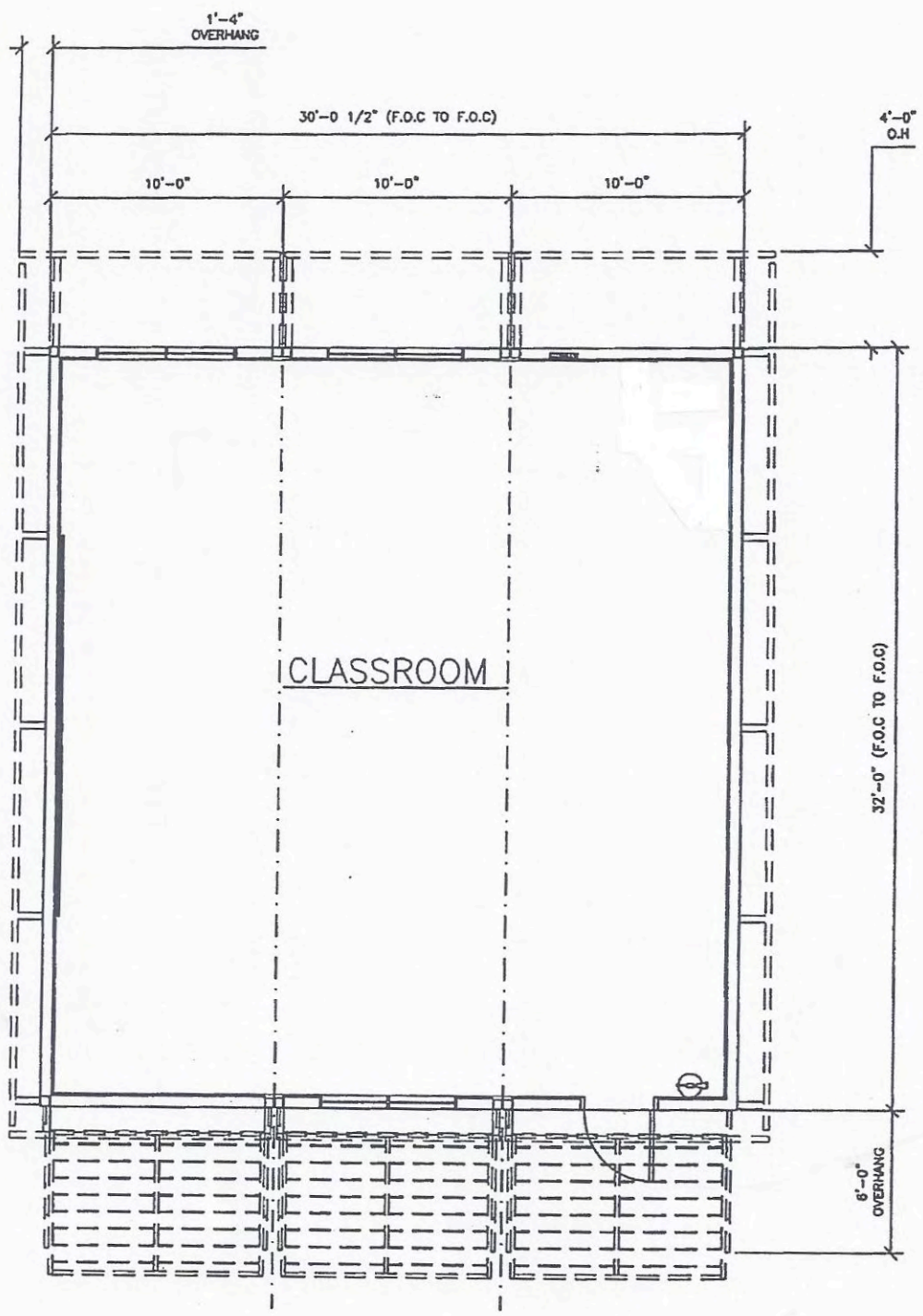
ITEM A-HP



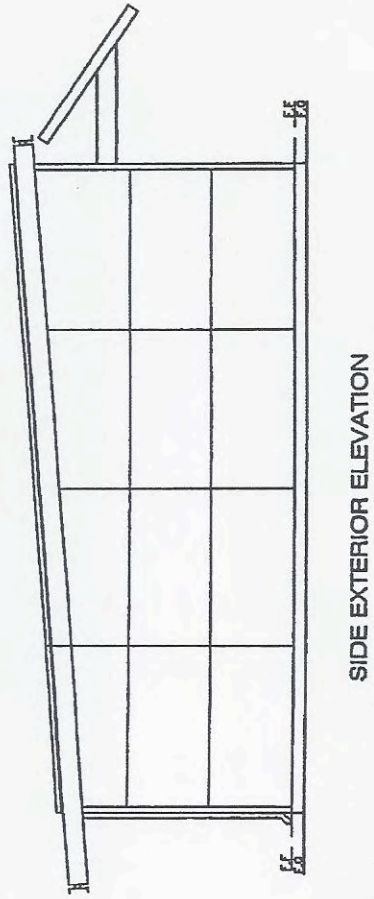
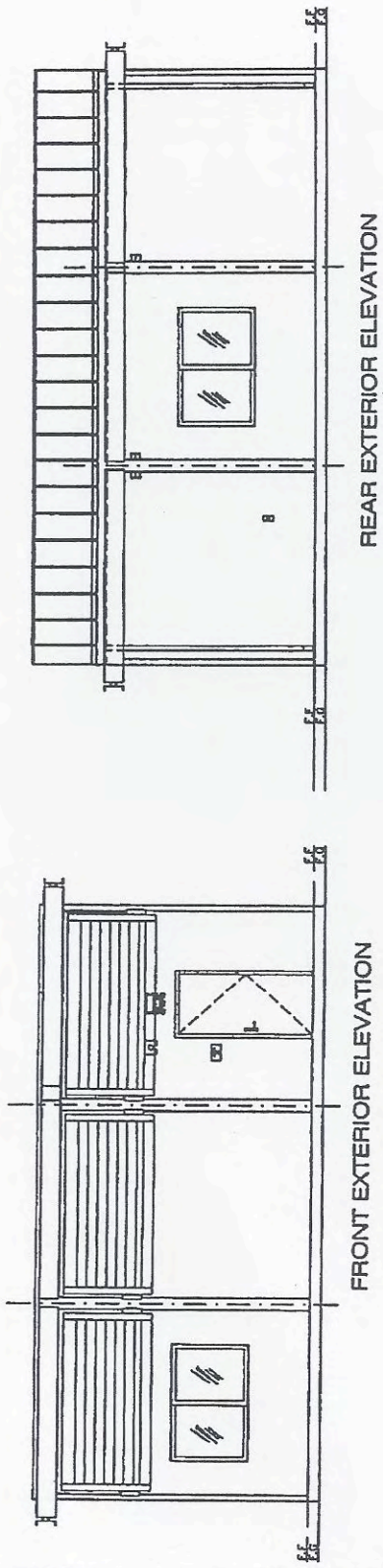
FLOOR PLAN

12' MODULE Additional Section	ITEM B-HP
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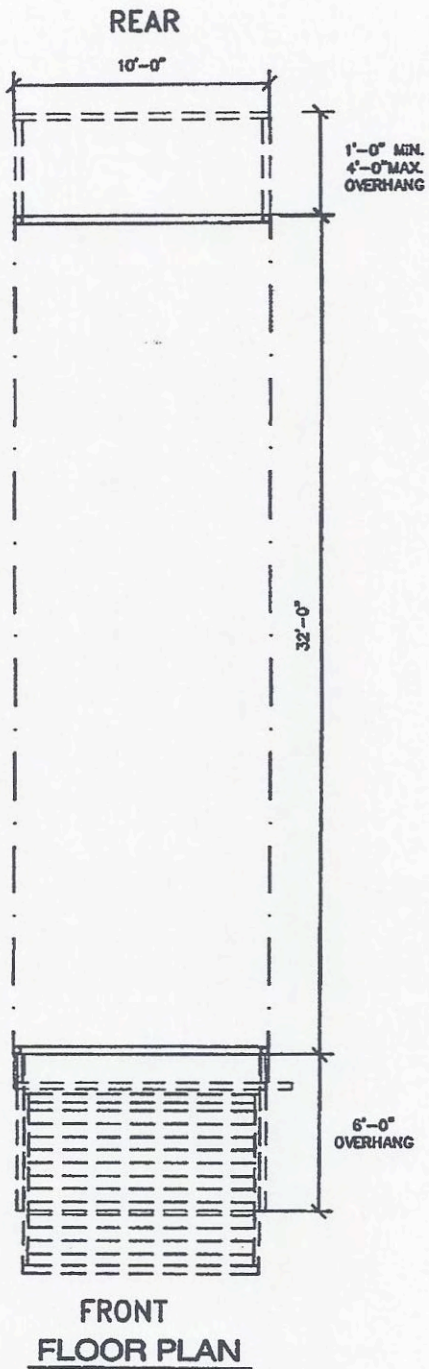
30 X 32 CLASSROOM	ITEM C-HP
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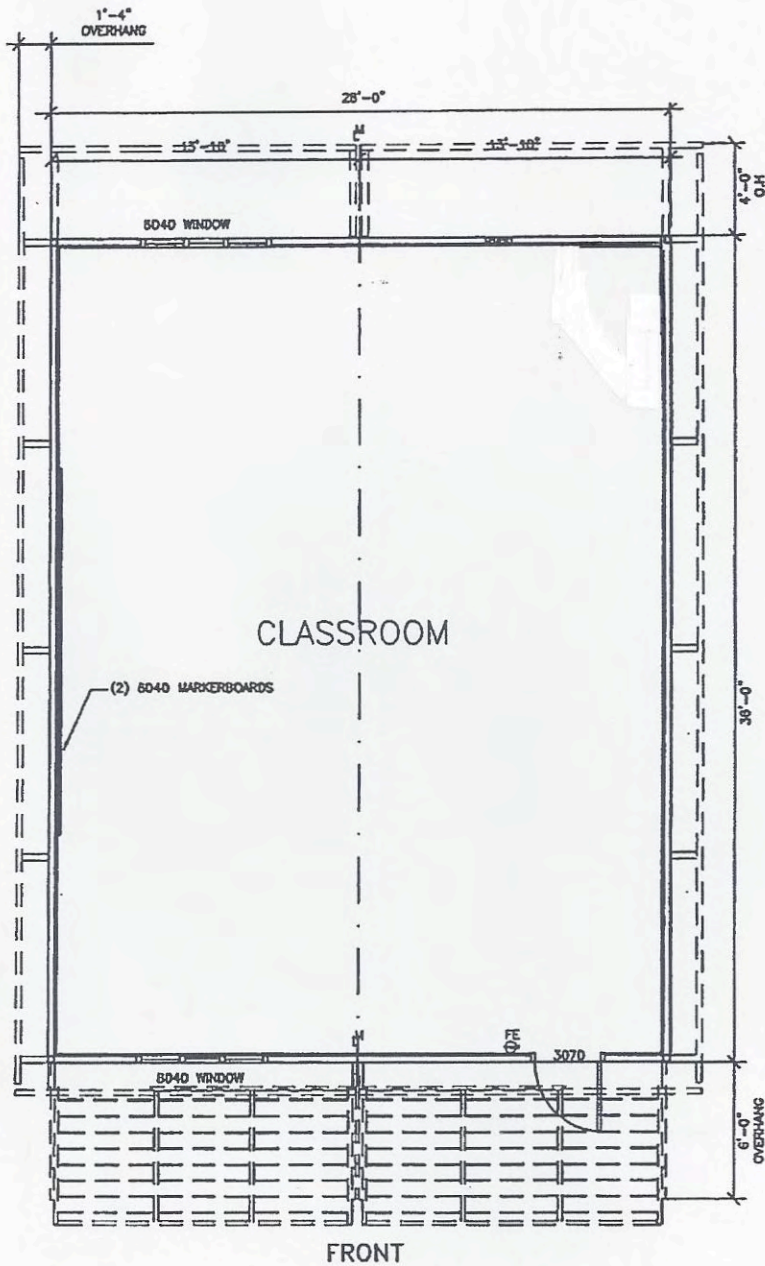
30 X 32 CLASSROOM

ITEM C-HP





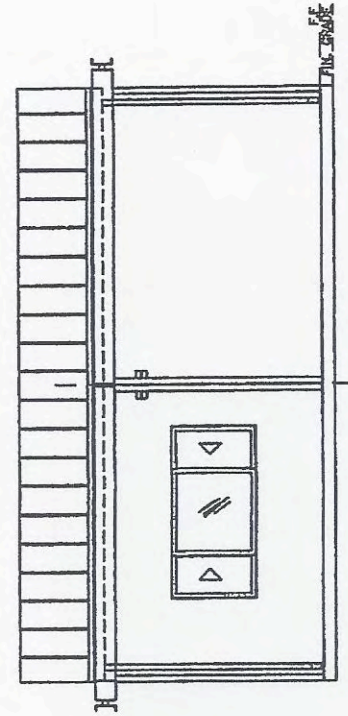
10' MODULE Additional Section	ITEM D-HP
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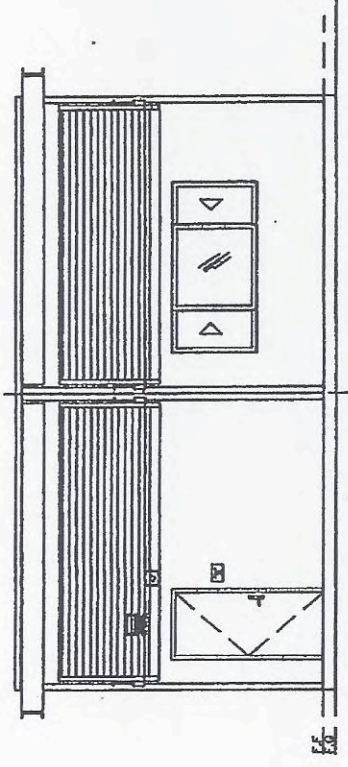
**FLOOR PLAN**

AVAILABLE AS SHOWN = LEFT HAND  
OR OPPOSITE HAND = RIGHT HAND

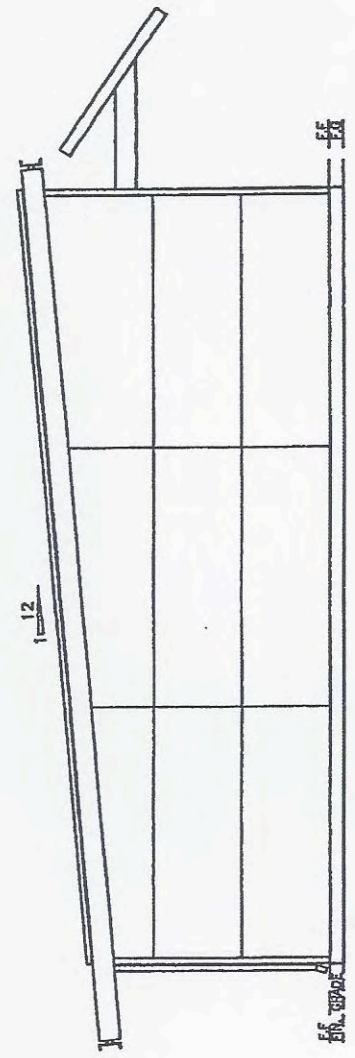
28 X 36 CLASSROOM	ITEM E-HP
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REAR EXTERIOR ELEVATION

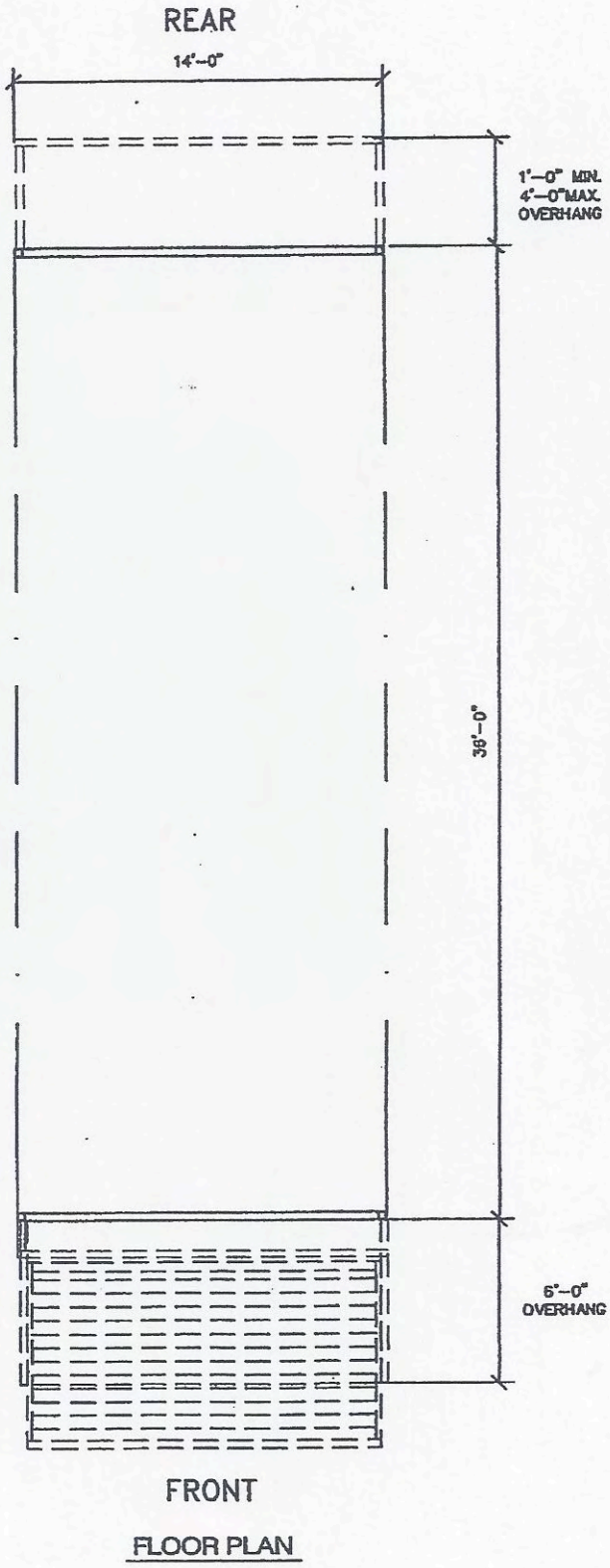


FRONT EXTERIOR ELEVATION

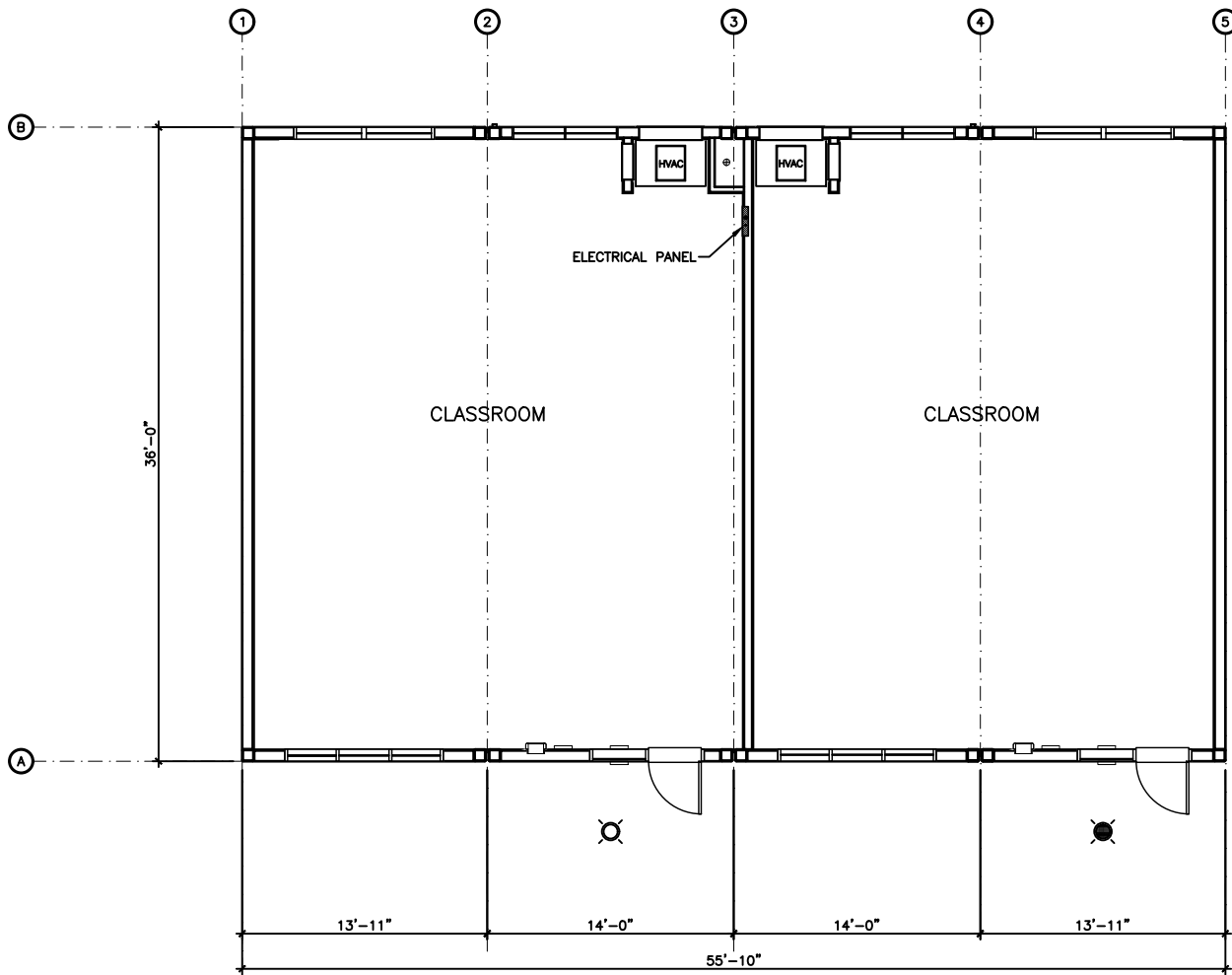


SIDE EXTERIOR ELEVATION

28 X 36 CLASSROOM	ITEM E-HP
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14' MODULE Additional Section	ITEM F-HP
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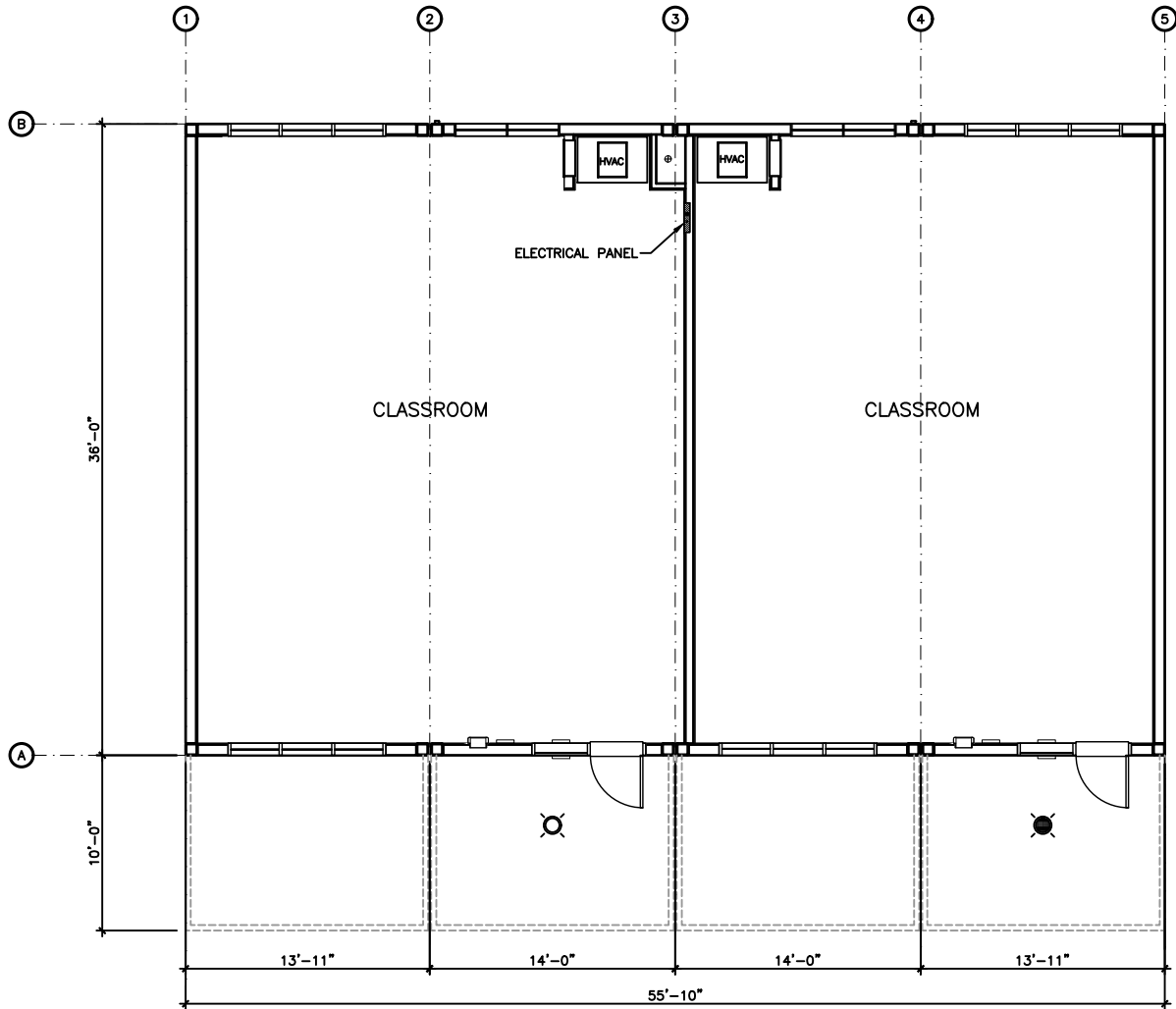


1st FLOOR PLAN VIEW

56x36 TWO STORY - FIRST FLOOR

ITEM G-HP

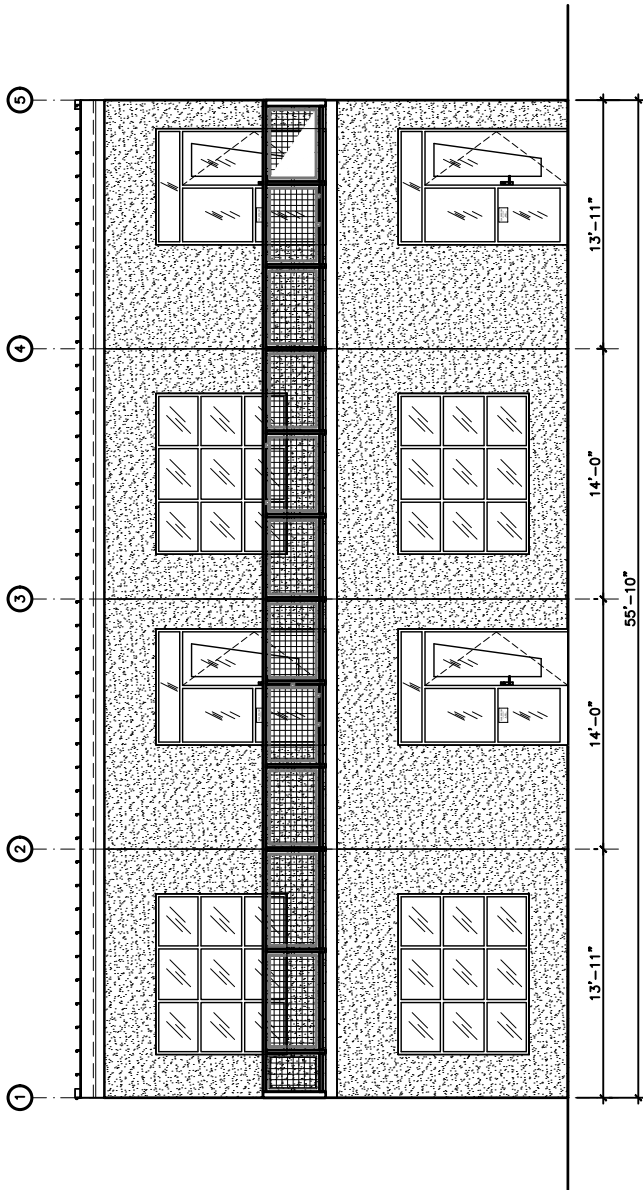




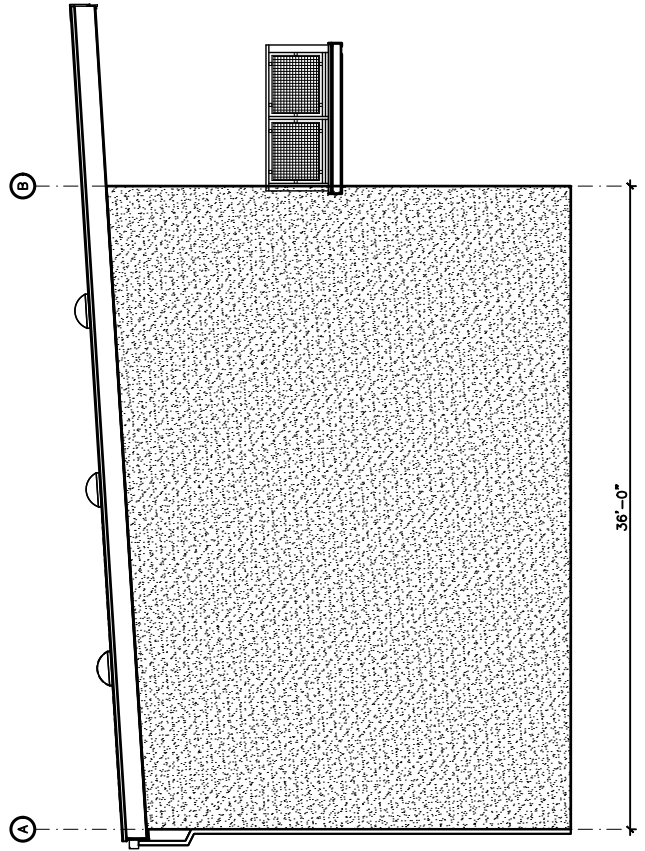
2nd FLOOR PLAN VIEW

56x36 TWO STORY - 2nd FLOOR

ITEM G-HP



FRONT ELEVATION VIEW

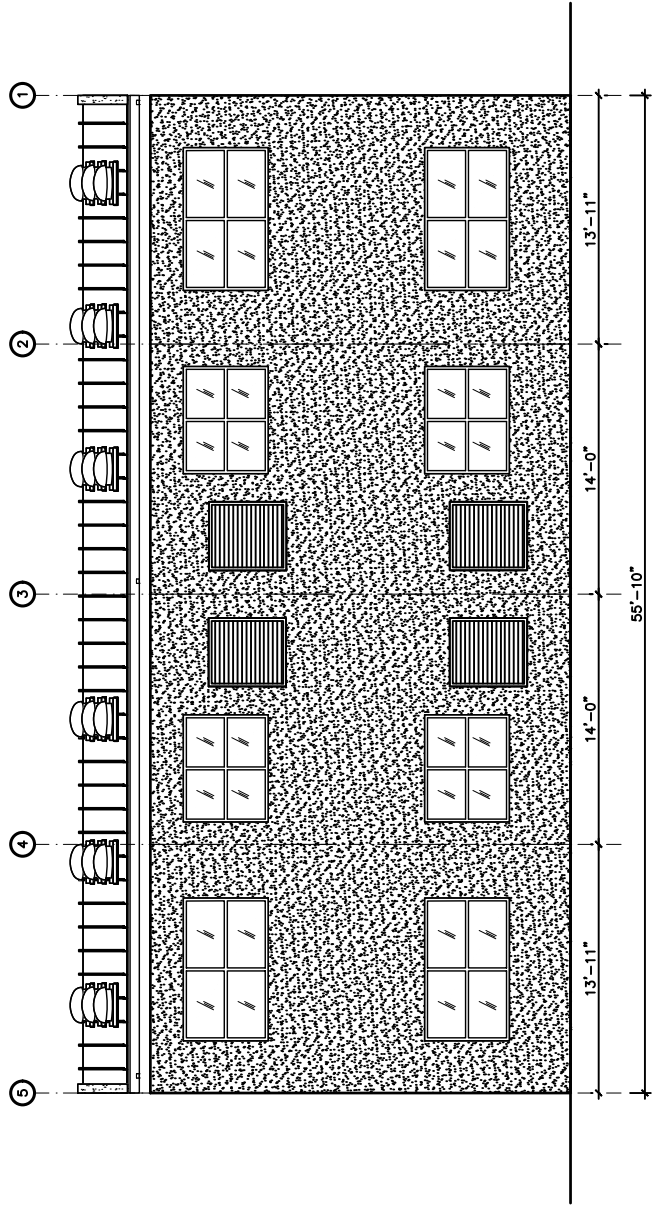


SIDE ELEVATION VIEW

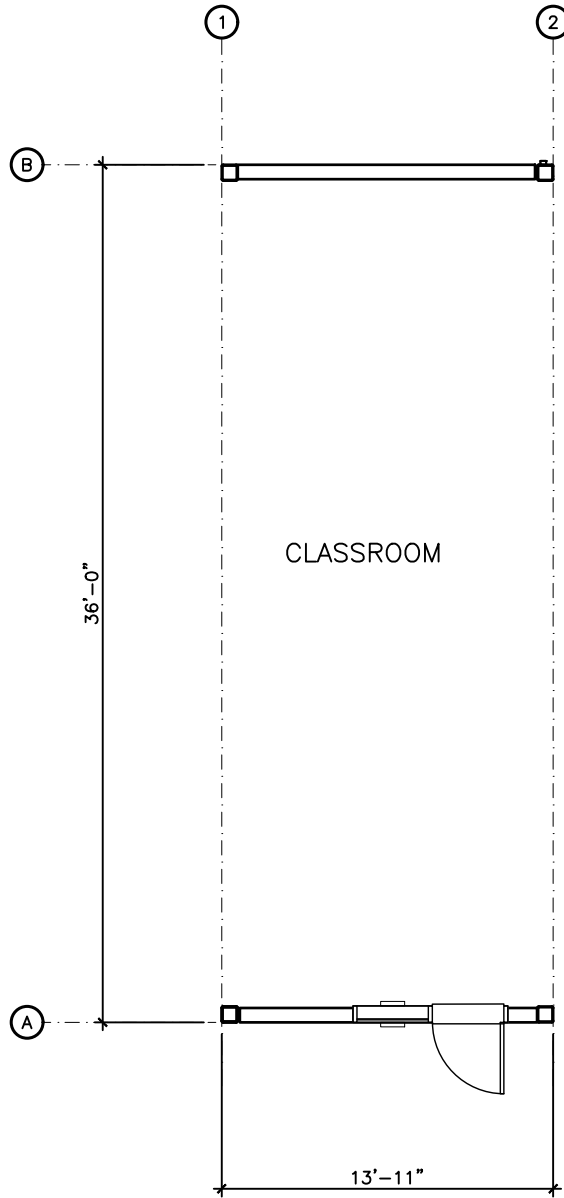
56x36 TWO STORY - ELEVATIONS

ITEM G-HP





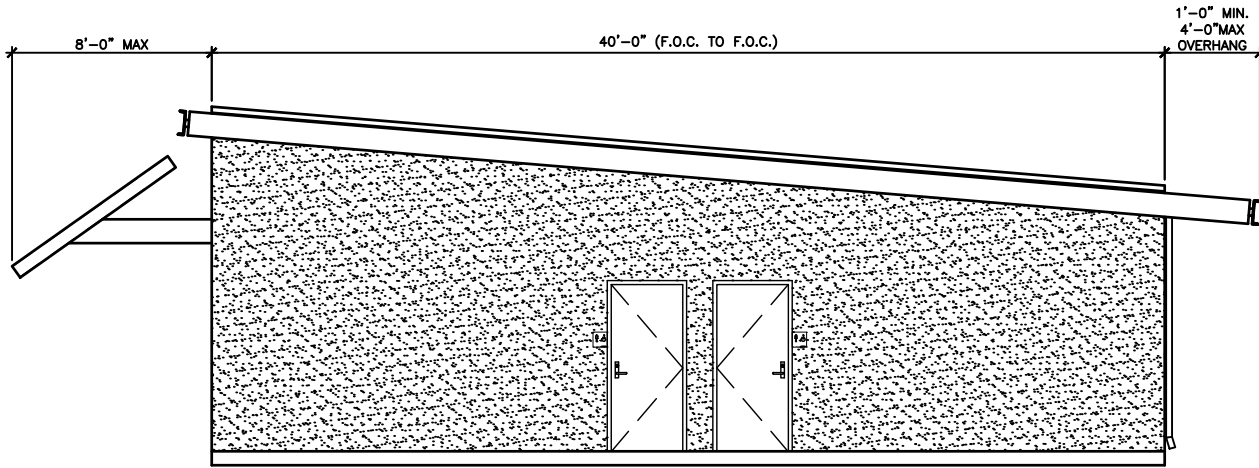
REAR ELEVATION VIEW



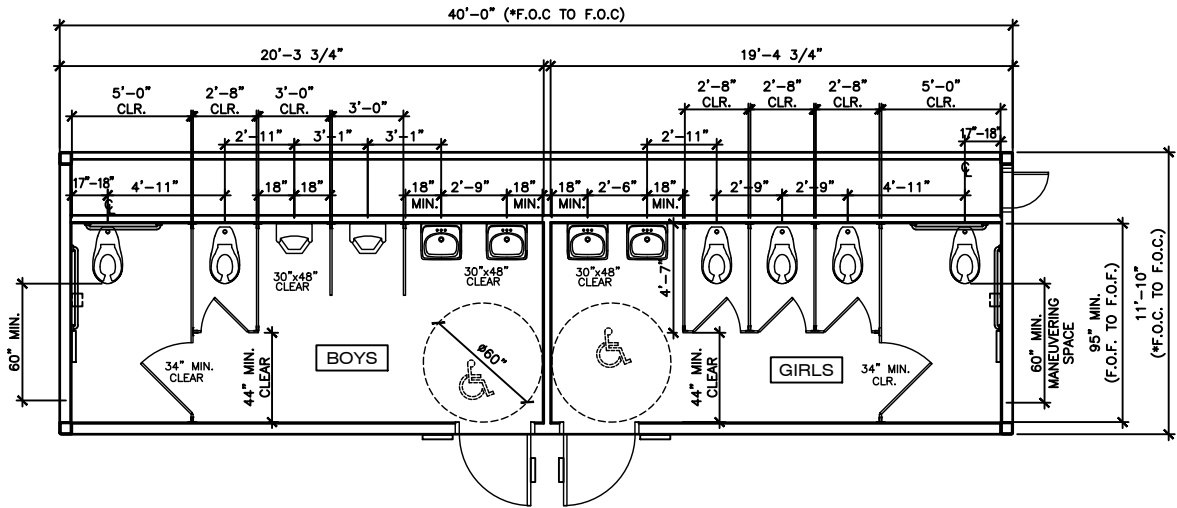
1st & 2nd FLOOR PLAN VIEW

14x36 TWO STORY - PLAN VIEW

ITEM H-HP



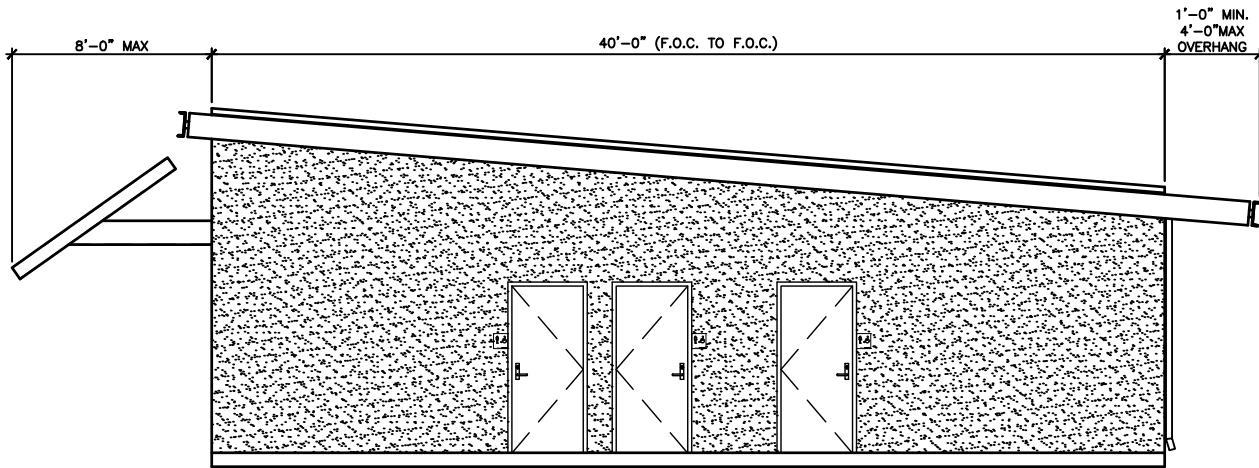
ELEVATION VIEW



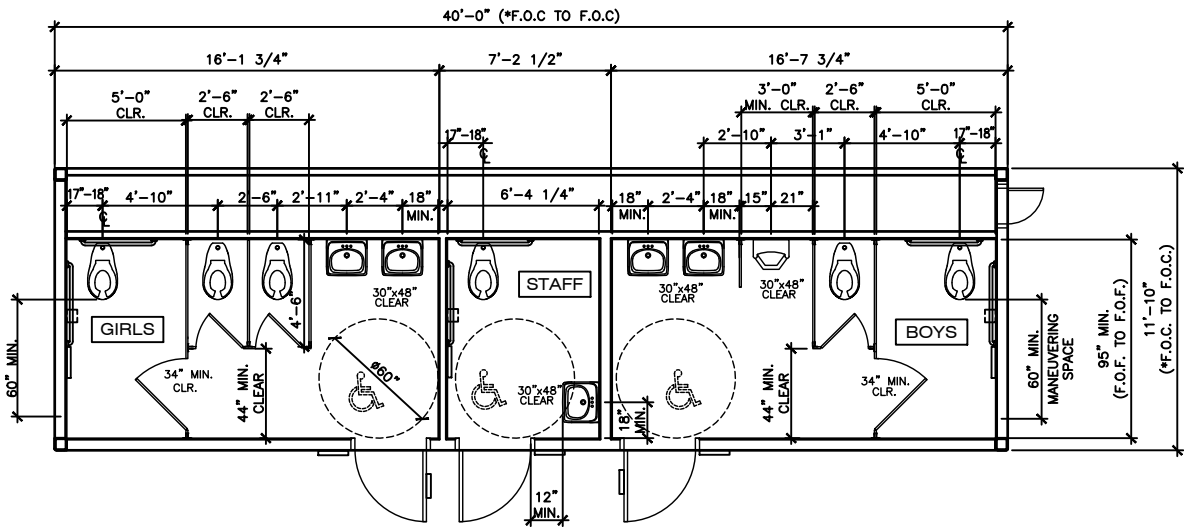
BOY / GIRL FLOOR PLAN

HIGH PERFORMANCE 12x40 BOY / GIRL RESTROOM "A"

ITEM I-HP

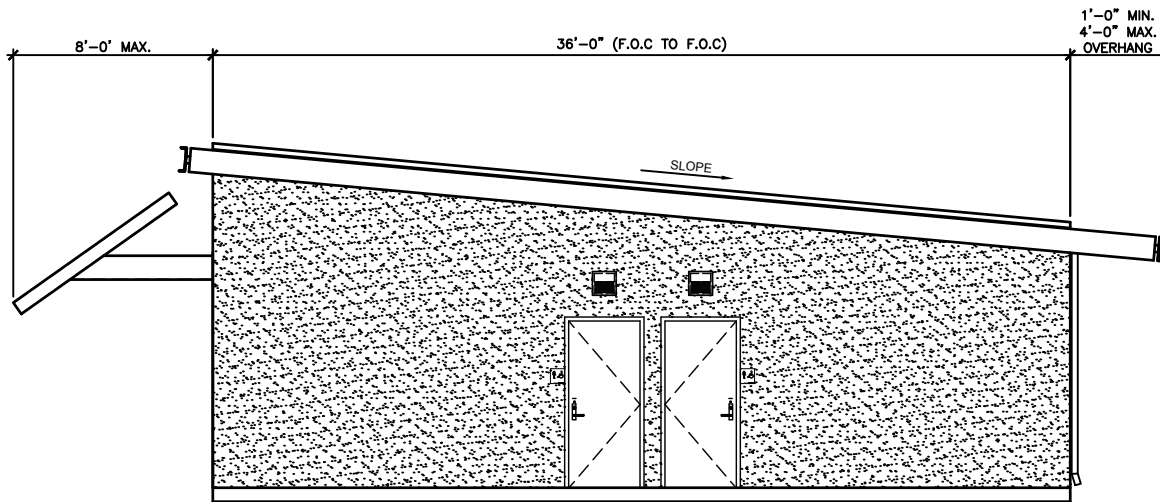


ELEVATION VIEW

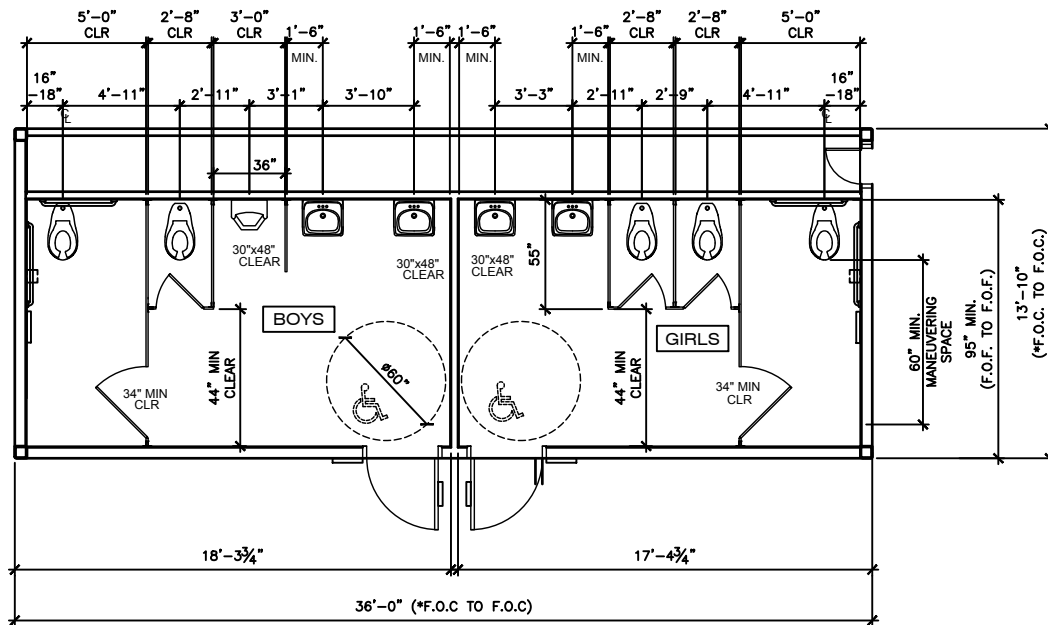


GIRL / STAFF / BOY  
FLOOR PLAN

<p>HIGH PERFORMANCE 12x40 GIRL / STAFF / BOY RESTROOM "B"</p>	<p>ITEM J-HP</p>
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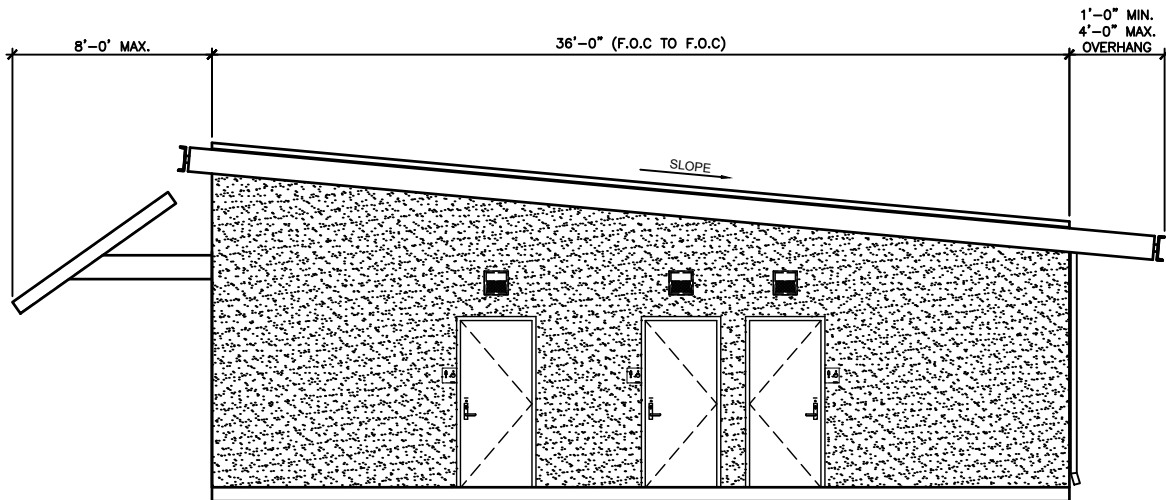
ELEVATION VIEW



BOY / GIRL  
FLOOR PLAN

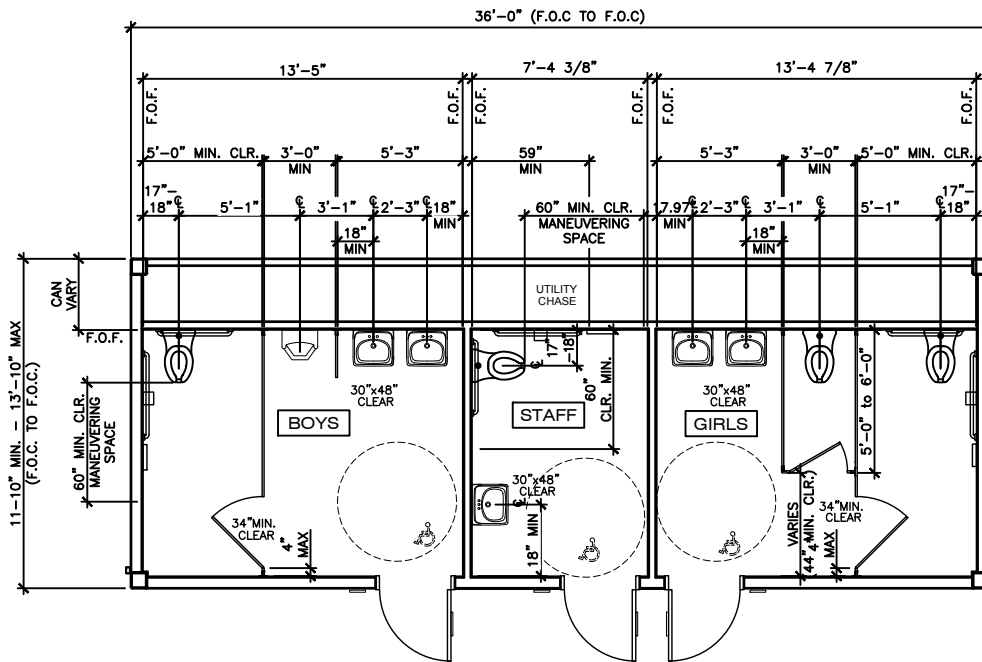
HIGH PERFORMANCE 14x36 BOY / GIRL  
RESTROOM "A"

ITEM K-HP



ELEVATION VIEW

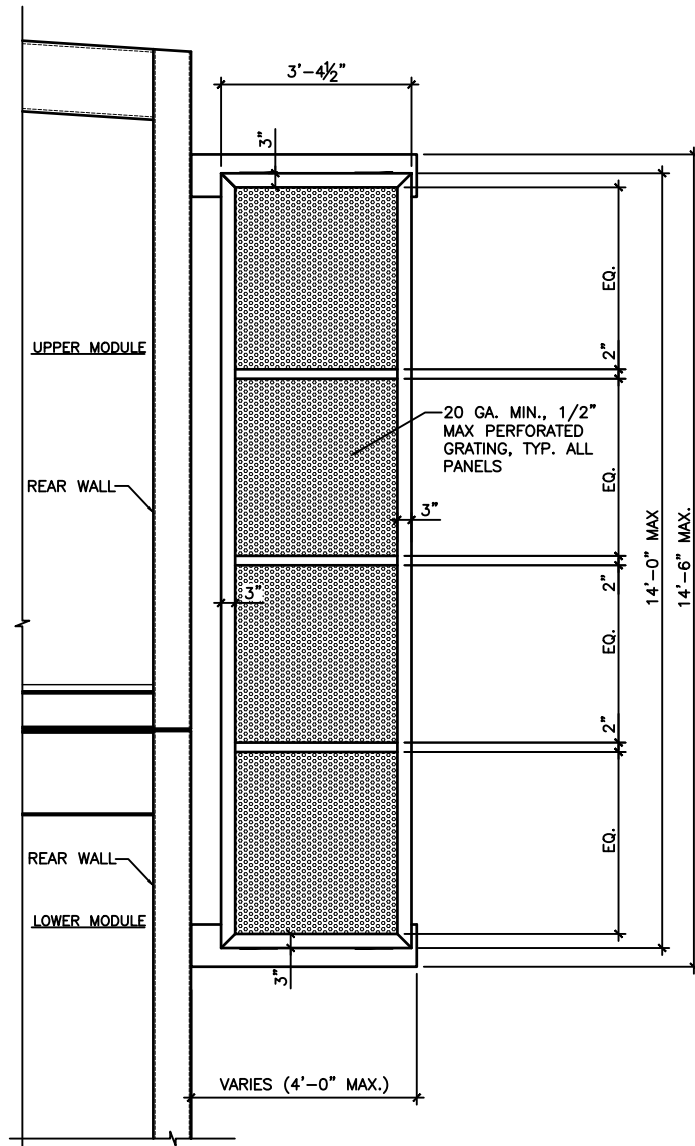
\*F.O.C. = FACE OF COLUMN  
F.O.F. = FACE OF FINISH



BOY / STAFF / GIRL  
FLOOR PLAN

HIGH PERFORMANCE 14x36 BOY / STAFF / GIRL  
RESTROOM "B"

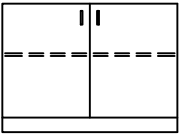
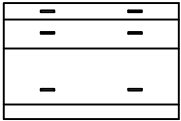
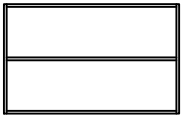

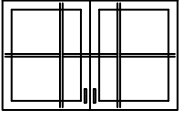
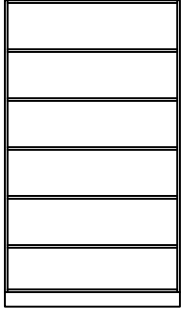
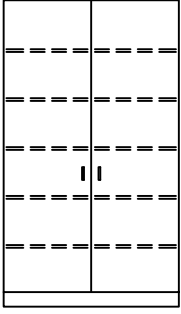
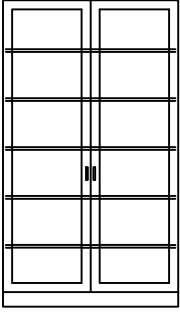
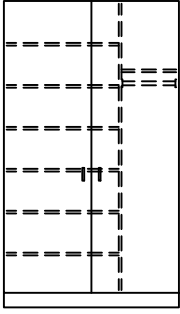
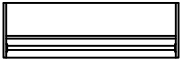
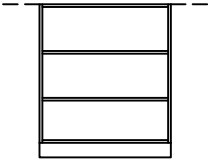
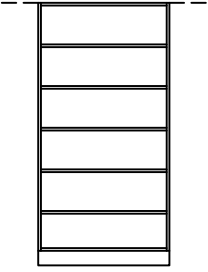
ITEM L-HP



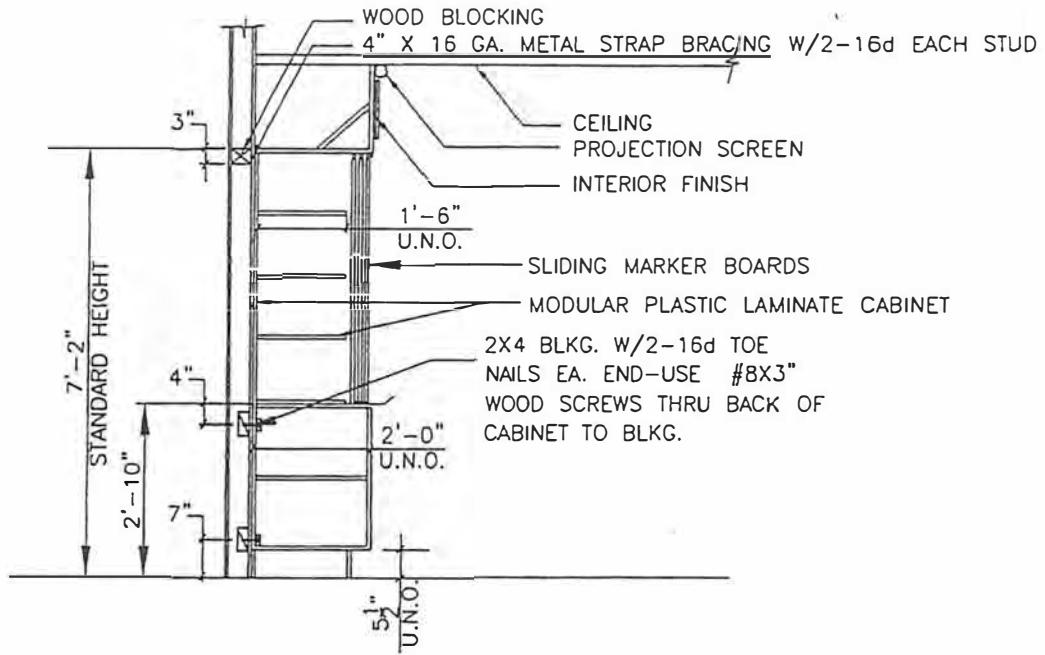
FRONT ELEVATION VIEW

<p>VERTICAL SHADE STRUCTURE</p>	<p>ITEM 90</p>
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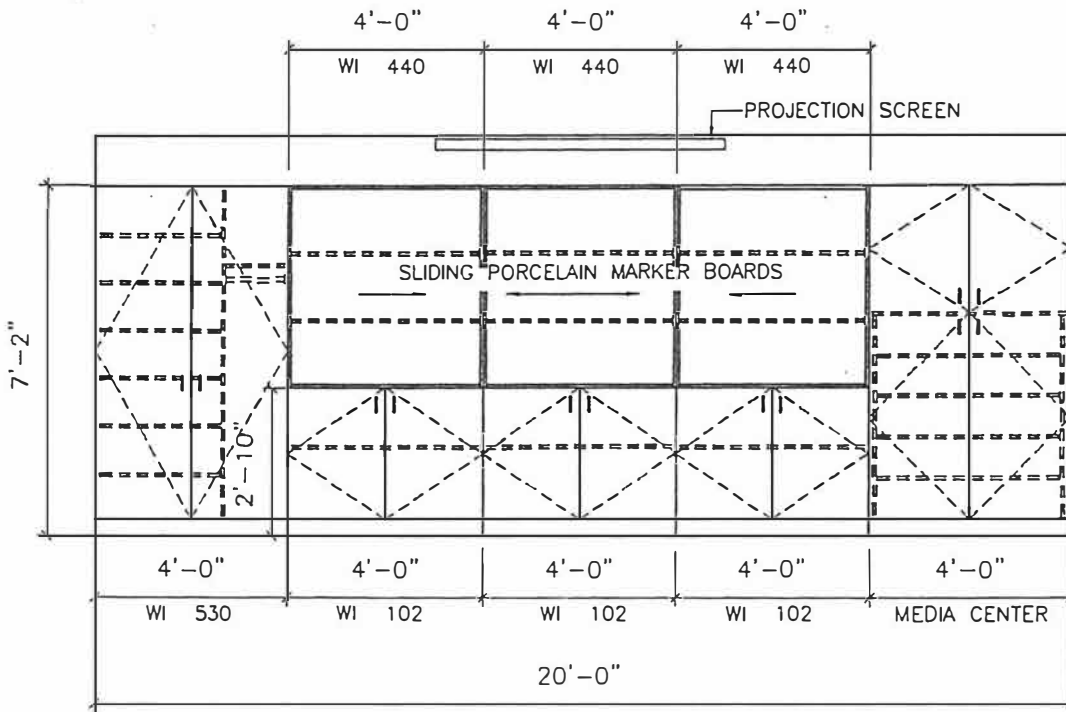


			
<p>WI#102 - ITEM 146 &amp; 318</p>	<p>WI#231 - ITEM 147 &amp; 319</p>	<p>WI#300 - ITEM 148 &amp; 320</p>	<p>WI#302 - ITEM 149 &amp; 321</p>
			
<p>WI#324 - ITEM 150 &amp; 322</p>	<p>WI#400 - ITEM 151 &amp; 323</p>	<p>WI#402 - ITEM 152 &amp; 324</p>	<p>WI#408 - ITEM 153 &amp; 325</p>
	<p>HANGING WARDROBE</p>  <p>L=48, H=15, D=12</p>	<p>HEIGHT 42" WITH TOP</p>  <p>NO BACK</p>	
<p>WI#530 - ITEM 154 &amp; 326</p>	<p>WI#540 - ITEM 155 &amp; 327</p>	<p>WI#600 - ITEM 158 &amp; 330</p>	<p>WI#622 - ITEM 159 &amp; 331</p>

<p>WI CASEWORK ADD ALTERNATIVE'S</p>	<p>ITEM 146-159 &amp; 318-331</p>
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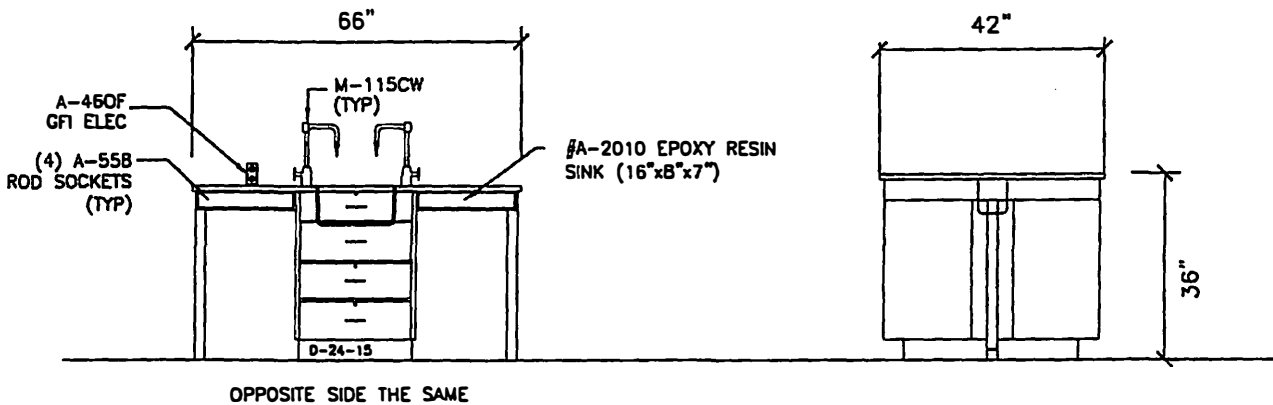
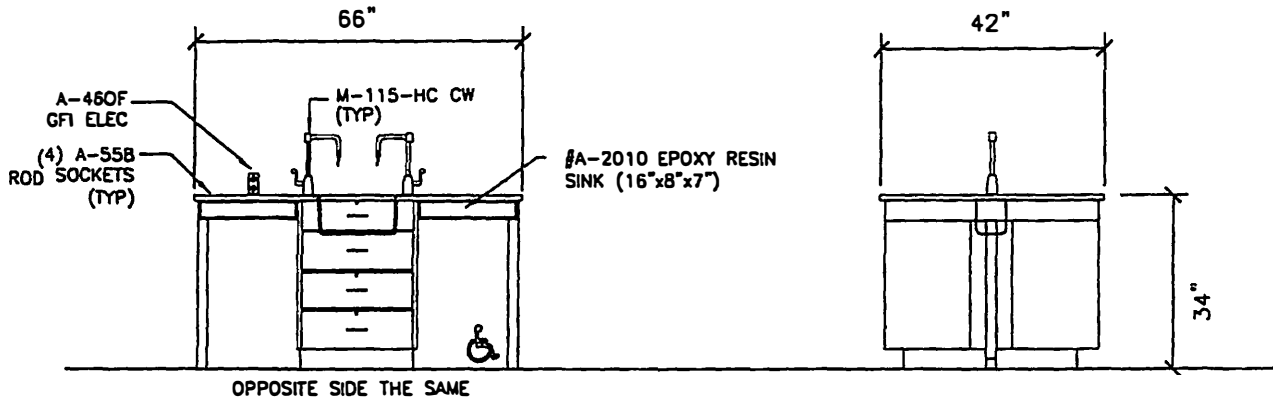


CROSS SECTION TEACHER WALL

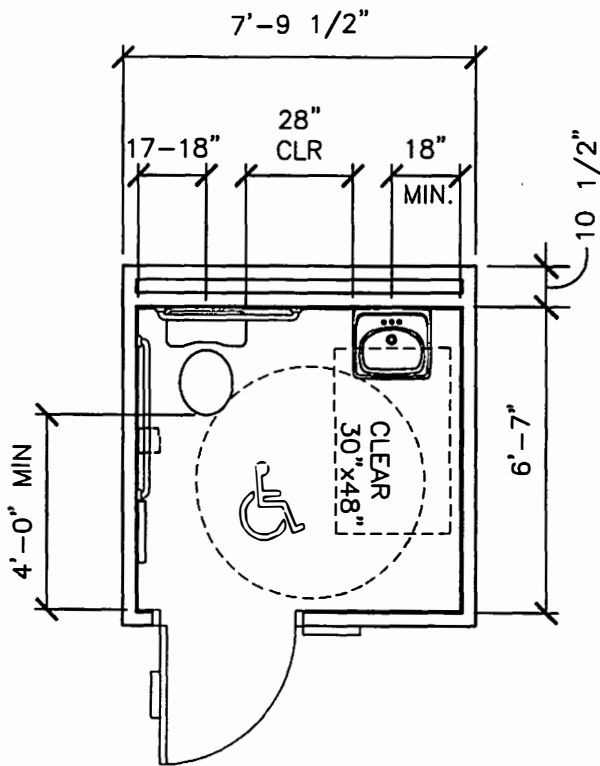


INTERIOR ELEVATION-TEACHING WALL

TEACHING WALL ADD ALT. #165 & 334



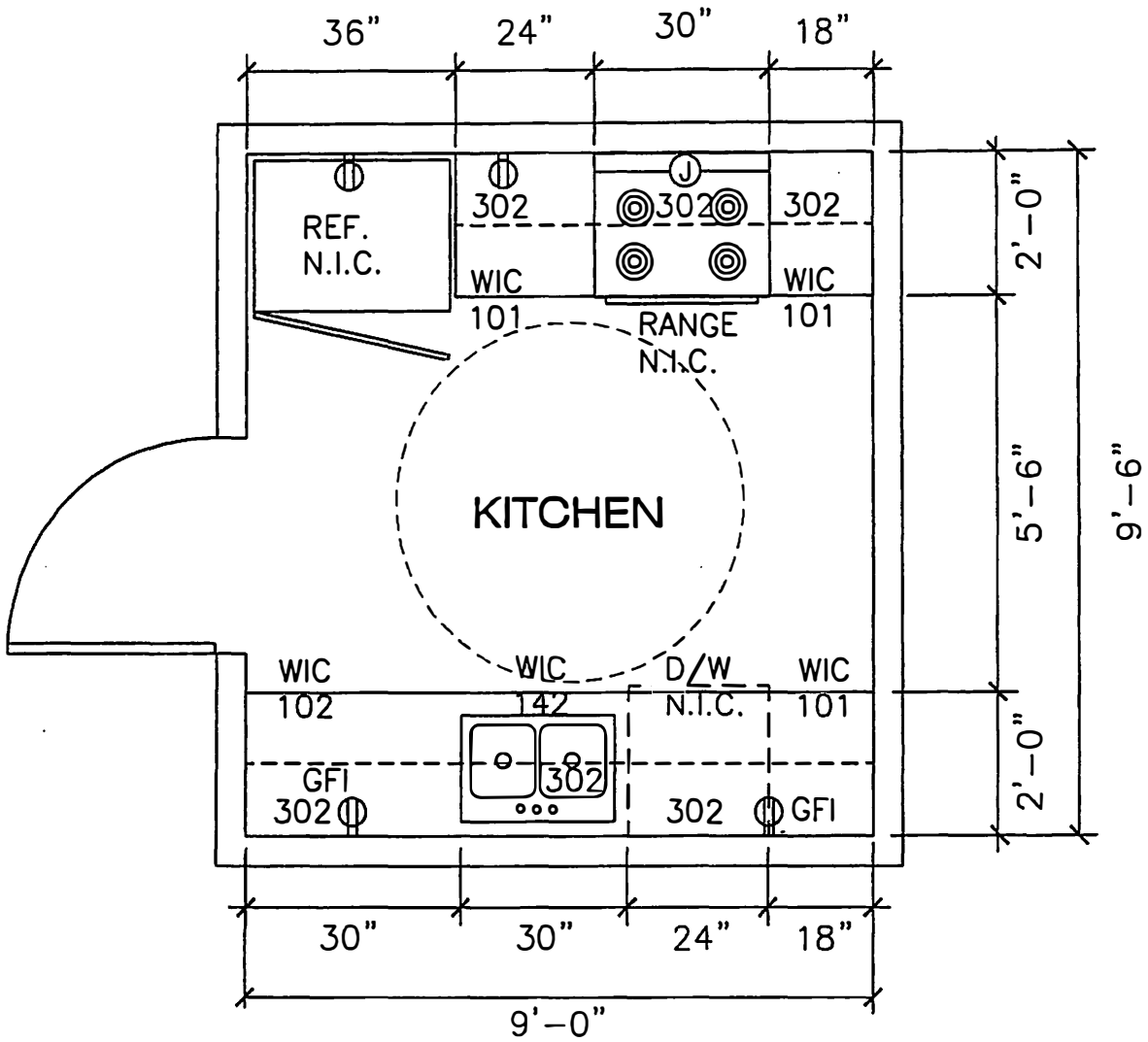
	<b>SCIENCE WORK STATION</b> <b>ADD. ALT. #167 &amp; 335</b>
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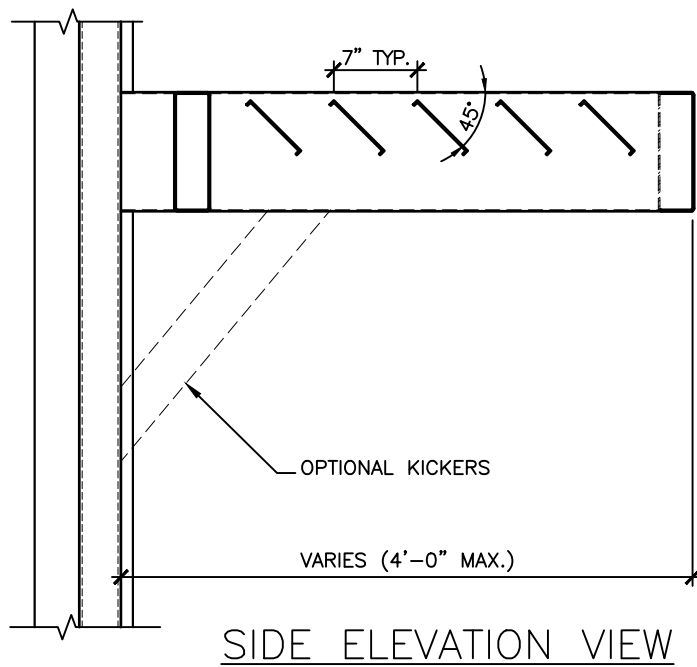
**FLOOR PLAN**

**INTERIOR UNISEX TOILET ROOM**

**ITEM #171 & 336**



	KITCHEN ADD ALT#262
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GALVANIZED SUNSHADE

ITEM 280