



San Ysidro School District Governing Board

SPECIAL BOARD MEETING MATERIALS

Wednesday,
April 24, 2024
5:00 p.m.

**San Ysidro School District
Education Center/Board Room
4350 Otay Mesa Road
San Ysidro, CA 92173**



General Administration

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: April 24, 2024

VIA: Gina A. Potter, Ed.D.
Superintendent

FROM:
Dr. Jose Iniguez, Assistant Superintendent of
Admin. Leadership, School Support & Safety

Informational
 Action

AGENDA ITEM: G.O. BOND FUND RE-PRIORITIZATION PLAN

BACKGROUND INFORMATION:

On November 9, 2023, the Board adopted a Bond Fund Re-Prioritization Plan as listed below. Since this date, funding changes/reductions at the State level have impacted Priority Number Three. Due to State funding changes, the District requests the Board approve a modification to Priority Number Three, as listed below, that will allow the District to address the need for additional classrooms at all sites as needed.

Priority	Site	Project	Current Estimated Cost
1	San Ysidro Middle School	Modernization	Up to \$49,790,433
2	La Mirada	CDC Move, Front Entry/UTK Revisions	Up to \$13,761,000
3	Multi-Site: La Mirada, Willow, Ocean View Hills All Sites	Universal TK-Portables Classroom Revisions/Additions As Needed	Up to \$7,040,000
4	Beyer	Community Resource Center	Up to \$24,100,000
5	Multi-Site	Interactive White Board Replacement	Up to \$3,950,000

*Other projects, if funding is available:

Priority	Site	Project	Current Estimated Cost
6	Multi-Site	Safety and Security Improvements (Window Tinting)	Up to \$50,000
7	Multi-Site	Asphalt Renovation	Up to \$14,320,000
8	Vista Del Mar	Environmental Mitigations	Up to \$650,000
9	Multi-Site	Flooring Replacement	Up to \$ 4,950,000
10	Multi-Site	Renovate Playfields for Safety (Inc Sunset/Smythe)	Up to \$1,500,000
11	District Wide	Technology Improvements	Up to \$1,300,000

RECOMMENDATION:

Approve the Revised Bond Fund Re-Prioritization Plan.

LCAP GOAL AND ACTION/SERVICE: #3:

Ensure that all students are educated in positive academic environments that are safe, welcoming, and drug-free.

Renewal New Amendment Ratify Other

Financial Implications?

Are funds for this item available in the 2023-2024 Budget?

Requisition #

Yes No

Yes No

G.O. Bonds

(Name of funding source and/or location)

Recommended for: Approval Denial Certification Requested Yes No

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FROM:
Jose Iniguez, Ed.D., Assistant
Superintendent of Admin. Leadership,
School Support & Safety

Informational
 Action

AGENDA ITEM: AGREEMENT WITH DAVY ARCHITECTURE, INC.

BACKGROUND INFORMATION:

The artificial turf field at Sunset Elementary School is over ten years old and has deteriorated to a point of causing possible safety hazards to the users. The District is replacing the artificial turf field with new artificial turf and adding artificial turf to repair the rubber surface under the nearby play equipment apparatus. Professional Architect firm, Davy Architecture, Inc., has been chosen in the best interest of the District to perform all the necessary professional architectural, landscape architectural, engineering (e.g. civil, mechanical, electrical, plumbing, structural, site engineering, and any other necessary engineering services) and construction administration services for the Project in a timely and professional manner, consistent with the standards of the profession.

Proposed Project Schedule:

Design: April 2024 – May 2024

Bid: May 2024 – June 2024

Construction: June 2024 – July 2024

Closeout: August 2024.

RECOMMENDATION:

Approve the Agreement with Davy Architecture, Inc. to provide Architectural Services for the 2024 Field Replacement Project at Sunset School for \$23,870.00 on a not-to-exceed basis through August 2024.

LCAP GOAL AND ACTION/SERVICE (please indicate):

Goal 7.0 – Provide sufficient, safe, well-maintained, and visually appealing facilities that create an environment for improving student achievement.

Renewal New Amendment Ratify Other

Financial Implications?

Yes No

Are funds for this item available in the 2023-2024 Budget?

Yes No N/A

Requisition #

(Amount)

(Name of funding source and/or location)

Recommended for: Approval Denial Certification Requested Yes No

**SAN YSIDRO SCHOOL DISTRICT
AGREEMENT FOR ARCHITECTURAL SERVICES**

“2024 FIELD REPLACEMENT PROJECT AT SUNSET ES”

1. Parties and Date

This Agreement is made and entered into this 25th day of April, 2024, by and between the **SAN YSIDRO SCHOOL DISTRICT**, a public school district organized under the laws of the State of California with its principal place of business at **4350 Otay Mesa Road, San Ysidro, California 92173** ("District") and **DAVY ARCHITECTURE, INC.**, with its principal place of business at **1053 Tenth Ave, San Diego, CA 92101** ("Architect"). District and Architect are sometimes individually referred to as a "Party" and collectively as "Parties" in this Agreement.

2. Recitals

2.1 The District is a public agency school district organized under the laws of the State of California, with power to contract for the services provided for herein.

2.2 The District intends to construct a school facility in the District to be known as the **2024 FIELD REPLACEMENT PROJECT AT SUNSET ES** ("Project"). The Project shall be the construction of selected classroom buildings and facilities located at: **3825 Sunset Ln, San Ysidro, CA 92173**.

2.3 District requires the services of a duly qualified and licensed architect to perform the services required by this Agreement. Architect represents that it is aware of the District's plans with respect to the Project.

2.4 Architect warrants that it is fully licensed, qualified, and willing to perform the services required by this Agreement; provided, however, that if Architect is a corporation or other organization, the Project Architect designated pursuant to Section 3.2 herein, and not the Architect itself, shall be fully licensed to practice as an architect in the State of California.

2.5 The District desires to engage Architect to render the services for the Project as provided hereunder.

3. Terms

3.1 **Employment of Architect.** Architect promises and agrees to furnish to District all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional architectural and related services necessary for the full and adequate completion of the Project consistent with the provisions of this Agreement (hereinafter referred to as the "Services"). The Services are more particularly described throughout this Agreement, including Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, any exhibits

attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations. All Services performed by Architect shall be subject to the sole and discretionary approval of the District, which approval shall not be unreasonably withheld.

3.2 **Project Architect; Key Personnel.** Architect shall name a specific individual to act as Project Architect, subject to the approval of District. Architect hereby designates **Eric Davy**, (CA License No. **C14512**) to act as the Project Architect for the Project. The Project Architect shall: (1) maintain oversight of the Project at all times; (2) have full authority to represent and act on behalf of the Architect for all purposes under this Agreement; (3) supervise and direct the Services using his or her best skill and attention; (4) be responsible for the means, methods, techniques, sequences and procedures used for the Services; (5) adequately coordinate all portions of the Services; and (6) act as principal contact with District and all contractors, consultants, engineers and inspectors on the Project. Any change in the Project Architect shall be subject to the District's prior written approval, which approval shall not be unreasonably withheld. The new Project Architect shall be of at least equal competence as the prior Project Architect. In the event that District and Architect cannot agree as to the substitution of a new Project Architect, District shall be entitled to terminate this Agreement without any further liability to the Architect.

In addition to the Project Architect, Architect has represented to the District that certain additional key personnel, engineers and consultants will perform the Services under this Agreement. Should one or more of such personnel, engineers or consultants become unavailable, Architect may substitute others of at least equal competence upon written approval of the District. In the event that District and Architect cannot agree as to the substitution of key personnel, engineers or consultants, District shall be entitled to terminate this Agreement for cause. As discussed below, any personnel, engineers or consultants who fail or refuse to perform the Services in a manner acceptable to the District, or who are determined by the District to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the Architect at the request of the District. The key additional personnel, engineers and consultants for performance of the Project are: **Kurt C. Hunker, F.A.S.A., Chief Design Officer.**

3.3 **Hiring of Consultants and Personnel.**

3.3.1 **Right to Hire or Employ.** Architect shall have the option, unless District objects in writing after notice, to employ at its expense architects, engineers, experts or other consultants qualified and licensed to render services in connection with the planning and/or administration of the Project, and to delegate to them such duties as Architect may delegate without relieving Architect from administrative or other responsibility under this Agreement. Architect shall be responsible for the coordination and cooperation of Architect's architects, engineers, experts or other consultants. All consultants, including changes in consultants, shall be subject to approval by District in its sole and reasonable discretion. Architect shall notify District of the identity of all consultants at least fourteen (14) days prior to their commencement of work in order to allow District time to review their qualifications and decline consent to their participation on the Project if deemed necessary by District in its sole and reasonable discretion.

3.3.2 **Qualification and License.** All architects, engineers, experts and other consultants retained by Architect in performance of this Agreement shall be qualified to perform the Services assigned to them, and shall be licensed to practice in their respective professions, where required by law.

3.3.3 **Standards and Insurance.** All architects, engineers, experts and other consultants hired by Architect shall be required to meet all of the same standards and insurance requirements set forth in this Agreement, unless other standards or requirements are approved by the District in writing. Unless changes are approved in writing by the District, Architect's agreements with its consultants shall contain a provision making them subject to all provisions stipulated in this Agreement.

3.3.4 **Assignments or Staff Changes.** Architect shall promptly obtain written District approval of any assignment, reassignment or replacement of such architects, engineers, experts and consultants, or of other staff changes of key personnel working on the Project. As provided in the Agreement, any changes in Architect's consultants and key personnel shall be subject to approval by District.

3.3.5 **Draftsman and Clerical Support.** Draftsmen and clerical personnel shall be retained by Architect at Architect's sole expense.

3.4 **Standard of Care; Performance of Employees.**

3.4.1 **Standard of Care.** Architect shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals qualified to perform the Services in the same discipline in the State of California, and shall be fully responsible to District for any damages to District and delays to the Project as specified in the indemnification provision of this Agreement to the extent caused by the Architect. Architect represents and maintains that it is skilled in the professional calling necessary to perform the Services. Architect warrants that all of its employees, architects, engineers, experts and other consultants shall have sufficient skill and experience to perform the Services assigned to them. Finally, Architect represents that it, its employees, architects, engineers, experts and other consultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services assigned to or rendered by them, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Architect shall perform, at its own cost and expense and without reimbursement from the District, any services necessary to correct errors or omissions which are caused by the Architect's failure to comply with the standard of care provided for herein.

3.4.2 **Performance of Employees.** Any employee or consultant who is reasonably determined by the District to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee or consultant who fails or refuses to perform the Services in a manner acceptable to the District, shall be promptly removed from the Project by the Architect and shall not be re-employed to perform any of the Services or to work on the Project.

3.5 **Laws and Regulations.**

3.5.1 **Knowledge and Compliance.** Architect shall keep itself fully informed of and in compliance with all applicable local, state and federal laws, rules and regulations in any manner affecting the performance of the Services or the Project, and shall give all notices required of the Architect by law. Architect shall be liable, pursuant to the standard of care and indemnification provisions of this Agreement, for all violations of such laws and regulations in connection with its Services. If the Architect performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the District, Architect shall be solely responsible for all costs arising therefrom. Architect shall defend, indemnify and hold District, its officials, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.5.2 **Drawings and Specifications.** Architect shall cause all drawings and specifications to conform to any applicable requirements of federal, state and local laws, rules and regulations, including, but not limited to, the California Building Code, the California Education Code, Titles 19, 21 and 24 of the California Code of Regulations, and any requirements of the Division of State Architect (including structural safety, fire/life safety and access compliance section), the State Department of Education and the California Department of General Services, in effect as of the time the drawings and specifications are prepared or revised during the latest phase of the Services described in Exhibit "A" attached hereto. Any significant revisions made necessary by changes in such laws, rules and regulations after this time, which were not known or reasonably should not have been known, by Architect, may be compensated as Additional Services. Architect shall cause the necessary copies of such drawings and specifications to be filed with any governmental bodies with approval jurisdiction over the Project, in accordance with the Services described in Exhibit "A" attached hereto. For the preparation of all such drawings and specifications, the Architect shall use Computer Aided Design Drafting ("CADD") (e.g., AutoCAD) or other technology acceptable to the Architect and District.

3.5.3 **Americans with Disabilities Act.** Architect will use its best professional efforts to interpret all applicable federal, state and local laws, rules and regulations with respect to access, including those of the Americans with Disabilities Act ("ADA"). Architect shall inform District of the existence of inconsistencies of which it is aware or reasonably should be aware between federal and state accessibility laws, rules and regulations, as well as any other issues which are subject to conflicting interpretations of the law, and shall provide District with its interpretation of such inconsistencies and conflicting interpretations. Unless Architect brings such inconsistencies and conflicting interpretations to the attention of the District and requests District's direction on how to proceed, the Architect's interpretation of such inconsistencies and conflicting interpretations shall be the sole responsibility and liability of Architect, and the Architect shall correct all plans, specifications and other documents prepared for the Project at no additional cost if its interpretations are shown to be incorrect. In the event that the Architect brings such inconsistencies and conflicting interpretations to the attention of District, seeks direction from the District and requests District's direction on how to proceed, with respect to any inconsistent and/or conflicting interpretation, the Architect shall be responsible to the District pursuant to the

indemnification provision of this Agreement. District acknowledges that the requirements of the federal and state accessibility laws are subject to various and possibly contradictory interpretations, and that the Architect cannot warrant or guarantee that its interpretation will be correct and will be entitled to proceed in accordance with the District's direction. Architect shall at all times adhere to the standard of care provided for in this Agreement and will use its reasonable professional efforts and judgment in making its interpretations.

3.5.4 **Permits, Approvals and Authorizations.** Architect shall provide District with a list of all permits, approvals or other authorizations required for the Project from all federal, state or local governmental bodies with approval jurisdiction over the Project. Architect shall then assist the District in obtaining all such permits, approvals and other authorizations. The costs of such permits, approvals and other authorizations shall be paid by the District.

3.6 **Independent Contractor.** District retains Architect on an independent contractor basis and Architect is not an employee of District. Architect is not an employee for state tax, federal tax or any other purpose, and is not entitled to the rights or benefits afforded to District's employees. Any additional personnel performing the Services under this Agreement on behalf of Architect shall also not be employees of District, and shall at all times be under Architect's exclusive direction and control. Architect shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Architect shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.7 **Schedule of Services.**

3.7.1 **Timely Performance Standard.** Architect shall perform all Services hereunder as expeditiously as is consistent with professional skill and care, as well as the orderly progress of the Project work so as not to be the cause, in whole or in part, of delays in the completion of the Project or in the achievement of any Project milestones, as provided herein. Specifically, Architect shall perform its Services so as to allow for the full and adequate completion of the Project within the time required by the District and within any completion schedules adopted for the Project. Architect agrees to coordinate with District's staff, contractors and consultants in the performance of the Services, and shall be available to District's staff, contractors and consultants at all reasonable times.

3.7.2 **Performance Schedule.** Architect shall prepare an estimated time schedule for the performance of Architect's Services, to be adjusted as the Project proceeds. Such schedule shall be subject to the District's review and approval, which approval shall not be unreasonably withheld, and shall include allowances for periods of time required for District's review and approval of submissions, and for approvals of authorities having jurisdiction over Project approval and funding. If District and Architect cannot mutually agree on a performance schedule, District shall have the authority to immediately terminate this Agreement. The schedule shall not be exceeded by Architect, without the prior written approval of District. If the Architect's Services are not completed within the time provided by the agreed upon performance schedule, or any milestones established therein, it is understood, acknowledged and agreed that the District will

suffer damage for which the Architect will be responsible pursuant to the indemnification provision of this Agreement.

3.7.3 **Excusable Delays**. Any delays in Architect's work caused by the following shall be added to the time for completion of any obligations of Architect: (1) the actions of District or its employees; (2) the actions of those in direct contractual relationship with District; (3) the actions of any governmental agency having jurisdiction over the Project; (4) the actions of any parties not within the reasonable control of the Architect; and (5) any act of God or other unforeseen occurrence not due to any fault or negligence on the part of Architect. Neither the District nor the Architect shall be liable for damages, liquidated or otherwise, to the other on account of such excusable delays.

3.7.4 **Request for Excusable Delay Credit**. The Architect shall, within ten (10) calendar days of the beginning of any excusable delay, notify the District in writing of the causes of delay. District will then ascertain the facts and the extent of the delay, and grant an extension of time for completing the Services when, in its sole judgment, the findings of fact justify such an extension. The District's findings of fact thereon shall be final and conclusive on the parties. Extensions of time shall apply only to that portion of the Services affected by the delay and shall not apply to other portions of the Services not so affected. The sole remedy of Architect for extensions of time shall be an extension of the performance time at no cost to the District. If Additional Services are required as a result of an excusable delay, the parties shall mutually agree thereto pursuant to the Additional Services provision of this Agreement. Should Architect make an application for an extension of time, Architect shall submit evidence that the insurance policies required by this Agreement remain in effect during the requested additional period of time.

3.8 **Architect Services**. Architect shall fully and adequately complete the Services described in this Agreement and in Exhibit "A" attached hereto and incorporated herein by reference.

3.9 **Additional Architect Services**. At District's request, Architect may be asked to perform services not otherwise included in this Agreement, not included within the basic services listed in Exhibit "A" attached hereto, and/or not customarily furnished in accordance with generally accepted architectural practice. As used herein, "Additional Services" mean: (1) any work which is determined by District to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary for the Architect to perform at the execution of this Agreement; or (2) any work listed as Additional Services in Exhibit "A" attached hereto. Architect shall not perform, nor be compensated for, Additional Services without prior written authorization from District and without an agreement between the District and Architect as to the compensation to be paid for such services. District shall pay Architect for any approved Additional Services, pursuant to the compensation provisions herein, so long as such services are not made necessary through the fault of Architect pursuant to the indemnification provision of this Agreement. Such Additional Services shall not include any redesign or revisions to drawings, specifications or other documents when such revisions are necessary in order to bring such documents into compliance with applicable laws, rules, regulations or codes of which Architect was aware or should have been aware pursuant to the laws and regulations provision of this Agreement above.

3.10 **District Responsibilities.** District's responsibilities shall include the following:

3.10.1 **Data and Information.** District shall make available to Architect all necessary data and information concerning the purpose and requirements of the Project, including scheduling and budget limitations, objectives, constraints and criteria. As part of the budget limitation information, the District shall provide the Architect with a preliminary construction budget ("District's Preliminary Construction Budget"). As indicated in Exhibit "B" attached hereto, the District's Preliminary Construction Budget shall be used to estimate the Architect's Total Compensation for the Project, subject to change as provided in Exhibit "B" attached hereto.

3.10.2 **Project Survey.** If required pursuant to the scope of the Project and if requested by Architect, District shall furnish Architect with, or direct Architect to procure at District's expense, a survey of the Project site prepared by a registered surveyor or civil engineer, any other record documents which shall indicate existing structures, land features, improvements, sewer, water, gas, electrical and utility lines, topographical information and boundary dimensions of the site, and any other such pertinent information.

3.10.3 **Inspector of Record.** Appoint and pay, upon mutual agreement with Architect, an Inspector of Record as provided by state law. The Inspector of Record shall be qualified and approved by Architect and by the Division of State Architect, shall be under direction of the Architect, and shall be responsible to, and act in accordance with, the policies of District. The Inspector of Record shall be compensated by the District and shall be under direct contract with the District. The construction administration by Architect and its engineers or other consultants shall complement the continuous personal supervision of the Inspector of Record.

3.10.4 **Bid Phase.** Distribute Construction Documents to bidders and conduct the opening and review of bids for the Project.

3.10.5 **Testing.** Retain consultant(s) to conduct chemical, mechanical, soils, geological or other tests required for proper design of the Project, and furnish such surveys, borings, test pits, and other tests as may be necessary to reveal conditions of the site which must be known to determine soil condition or to ensure the proper development of the required drawings and specifications.

3.10.6 **Required Inspections and Tests.** Retain consultant(s) to conduct materials testing and inspection, as required by Title 21 of the California Code of Regulations, or to conduct any other environmental or hazardous materials testing and inspection pursuant to any other applicable laws, rules or regulations.

3.10.7 **Fees of Reviewing or Licensing Agencies.** Directly pay or reimburse the payment of all fees required by any reviewing or licensing agency, or other agency having approval jurisdiction over the Project.

3.10.8 **District's Representative.** Designate a person to act as its representative for the performance of this Agreement ("District's Representative"). The District's Representative

shall be authorized to act as liaison between Architect and District in the administration of this Agreement and the Construction Documents, and shall have the power to act on behalf of the District for all purposes under this Agreement. Such person shall assist Architect in observing construction of the Project and participating in the preparation of the Punch List Items required by Exhibit "A" attached hereto. District may designate new and/or different individuals to act as District's Representative from time to time. The District's Representative shall render decisions in a timely manner so as to avoid unreasonable delay in the orderly and sequential progress of the Services, as provided in the excusable delay provisions of this Agreement above.

3.10.9 **Review and Approved Documents.** Review all documents submitted by Architect, including change orders and other matters requiring approval by the District's Governing Board or other officials. District shall advise Architect of decisions pertaining to such documents within a reasonable time after submission, so as not to cause unreasonable delay as provided in the excusable delay provisions of this Agreement above.

3.11 **Compensation.**

3.11.1 **Architect's Compensation for Basic Services.** Subject to adjustment under Exhibit "B" attached hereto, District shall pay to Architect, for the performance of all Services rendered under this Agreement, the total amount of **twenty-three thousand eight hundred seventy** Dollars and **zero** Cents (**\$23,870.00**) ("Total Compensation"). This Total Compensation amount shall be based upon, and may be adjusted according to, the fee schedule and related terms and conditions attached hereto as Exhibit "B" and incorporated herein by reference. The Total Compensation, as may be adjusted upon mutual agreement pursuant to Exhibits "A" and "B" attached hereto, shall constitute complete and adequate payment for the Services provided under this Agreement.

3.11.2 **Payment for Additional Services.** Additional Services may be authorized pursuant to the applicable provisions of this Agreement. If authorized, such Additional Services will be compensated at the rates and in the manner set forth in Exhibit "C" attached hereto and incorporated herein by reference, unless a flat rate or some other form of compensation is mutually agreed upon by the parties. Architect shall be paid for Additional Services, as defined by this Agreement, so long as they have been approved in advance by the District. If District requires Architect to hire consultants to perform any Additional Services, Architect shall be compensated therefore at the rates and in the manner set forth in Exhibit "C" attached hereto and incorporated herein by reference, unless a flat rate or some other form of compensation is mutually agreed upon by the parties. District shall have the authority to review and approve the rates of any such consultants. In addition, Architect shall be reimbursed for any expenses incurred by such consultants pursuant to the terms and conditions of Section 3.11.3.

3.11.3 **Reimbursable Expenses.** Reimbursable expenses are in addition to compensation for the Services and Additional Services. Architect shall not be reimbursed for any expenses unless authorized in writing by District, which approval may be evidenced by inclusion in Exhibit "C" attached hereto. Such reimbursable expenses shall include only those expenses which are reasonably and necessarily incurred by Architect in the interest of the Project. Architect shall be required to acquire prior written consent in order to obtain reimbursement for the

following: (1) extraordinary transportation expenses incurred in connection with the Project; (2) out-of-town travel expenses incurred in connection with the Project; (3) fees paid for securing approval of authorities having jurisdiction over the Project; (4) bid document duplication costs in excess of \$ **0.00** ; and (5) other costs, fees and expenses in excess of \$ **0.00**.

3.11.4 **Payment to Architect.** Architect's compensation and reimbursable expenses shall be paid by District to Architect no more often than monthly. Such periodic payments shall be made based upon the percentage of work completed, and in accordance with the phasing and funding schedule provided in Exhibit "B" and the compensation rates indicated in Exhibit "C" attached hereto and incorporated herein by reference. In order to receive payment, Architect shall present to District an itemized statement which indicates Services performed, percentage of Services completed, method for computing the amount payable, and the amount to be paid. The statement shall describe the amount of Services provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement, as well as those expenses for which reimbursement is requested for that statement period. The amount paid to Architect shall never exceed the percentage amounts authorized by the phasing and funding schedule located in Exhibit "B" attached hereto. District shall, within thirty (30) days of receiving such statement, review the statement and pay all approved charges thereon pursuant to the provisions of Civil Code Section 3320. Disputed amounts shall be resolved by the parties in a mutually agreeable manner.

Payments made for Additional Services shall be made in installments, not more often than monthly, proportionate to the degree of completion of such services or in such other manner as the parties shall specify when such services are agreed upon, and in accordance with any authorized fee or rate schedule. In order to receive payment, Architect shall present to District an itemized statement which indicates the Additional Services performed, percentage of Additional Services completed, method for computing the amount payable, and the amount to be paid. The statement shall describe the amount of Additional Services provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. District shall, within thirty (30) days of receiving such statement, review the statement and pay all approved charges thereon pursuant to the provisions of Civil Code Section 3320. Disputed amounts shall be resolved by the parties in a mutually agreeable manner.

Upon cancellation or termination of this Agreement, Architect shall be compensated as set forth in the termination provision herein.

3.11.5 **Withholding Payment to Architect.** The District may withhold payment, in whole or in part, to the extent reasonably necessary to protect the District from claims, demands, causes of action, costs, expenses, liabilities, losses, damages, or injuries of any kind to the extent arising out of or caused by the negligence, recklessness, or willful misconduct protected under the indemnification provisions of this Agreement. Failure by District to deduct any sums from a progress payment shall not constitute a waiver of the District's right to such sums. The District may keep any moneys which would otherwise be payable at any time hereunder and apply the same, or so much as may be necessary therefor, to the payment of any expenses, losses, or damages as determined by the District, incurred by the District for which Architect is liable under the Agreement or state law. Payments to the Architect for compensation and reimbursable expenses

due shall not be contingent on the construction, completion or ultimate success of the Project. Payment to the Architect shall not be withheld, postponed, or made contingent upon receipt by the District of offsetting reimbursement or credit from parties not within the Architect's reasonable control.

3.11.6 **Prevailing Wages.** Architect 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 the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and since the total compensation is \$1,000 or more, Architect agrees to fully comply with and to require its consultants to fully comply with such Prevailing Wage Laws. District shall provide Architect with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Architect shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Architect's principal place of business and at the Project site. Architect shall defend, indemnify and hold the District, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure of the Architect or its consultants to comply with the Prevailing Wage Laws.

3.11.7 **DIR Registration.** If any portion of the services provided by Architect are classified as "public works" under the Labor Code, then in addition to the foregoing, pursuant to Labor Code sections 1725.5 and 1771.1, the Architect and all applicable subcontractors/subconsultants must be registered with the Department of Industrial Relations ("DIR"). Architect and all such subcontractors/subconsultants shall maintain registration for the duration of the project and require the same of any other subcontractors. This project may also be subject to compliance monitoring and enforcement by the DIR. It shall be Architect's sole responsibility to comply with all applicable registration and labor compliance requirements, including the submission of certified payroll records directly to the DIR.

3.12 **Notice to Proceed.** Architect shall not proceed with performance of any Services under this Agreement unless and until the District provides a written notice to proceed.

3.13 **Termination, Suspension and Abandonment.**

3.13.1 **District's Termination for Convenience.** District hereby reserves the right to suspend or abandon, at any time and for any reason, all or any portion of the Project and the construction work thereon, or to terminate this Agreement at any time with or without cause. Architect shall be provided with at least seven (7) days advanced written notice of such suspension, abandonment or termination. In the event of such suspension, abandonment or termination, Architect shall be paid for Services and reimbursable expenses rendered up to the date of such suspension, abandonment or termination, pursuant to the schedule of payments provided for in this Agreement, less any claims against or damages suffered by District as a result of the default, if any, by Architect. Upon the District's request and authorization, Architect shall perform any and all additional Services necessary to wind up the work performed to the date of suspension,

abandonment or termination. Architect hereby expressly waives any and all claims for damages or compensation arising under this Section, except as set forth herein, in the event of such suspension, abandonment or termination.

3.13.2 **Architect's Termination for Cause** This Agreement may be terminated by the Architect upon fourteen (14) days written notice to the District only when the District has substantially failed to perform its obligations under this Agreement. The written notice shall include a description of the District's failure to perform, status of the work completed as of the date of termination together with a description and a cost estimate of the effort necessary to complete work in progress. In such event, the Architect shall be compensated for services completed to the date of termination, together with compensation for such Additional Services performed after termination which are authorized by the district to wind up the work performed to the date of termination. Upon the District's request and authorization, Architect shall perform any and all Additional Services necessary to wind up the work performed to the date of termination.

3.13.3 **District's Suspension of Work**. If Architect's Services are suspended by District, District may require Architect to resume such Services within ninety (90) days after written notice from District. When the Project is resumed, the Total Compensation and schedule of Services shall be equitably adjusted upon mutual agreement of the District and Architect.

3.13.4 **Documents and Other Data**. Within seven (7) calendar days following suspension, abandonment or termination of this Agreement, Architect shall provide to District all preliminary studies, sketches, working drawings, specifications, computations, and all other Project Documents, as defined below, to which District would have been entitled at the completion of Architect's Services under this Agreement. Upon payment of the amount required to be paid to Architect pursuant to the termination provisions of this Agreement, District shall have the rights, as provided in this Agreement hereinafter, to use such Project Documents prepared by or on behalf of Architect under this Agreement. In the event of a dispute regarding the amount of compensation to which the Architect is entitled under the termination provisions of this Agreement, Architect shall provide all Project Documents to District upon payment of the undisputed amount. Architect shall have no right to retain or fail to provide to District any such documents pending resolution of the dispute. Architect shall make such documents available to District without additional compensation other than as may be approved as a reimbursable expense.

3.13.5 **Employment of Other Architects**. In the event this Agreement is terminated in whole or in part as provided herein, District may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.14 **Ownership and Use of Documents; Confidentiality**.

3.14.1 **Ownership**. Pursuant to California Education Code section 17316 and the requirements of the District, all plans, specifications, original or reproducible transparencies of working drawings and master plans, preliminary sketches, architectural presentation drawings, structural computations, estimates and any other documents prepared pursuant to this Agreement, including, but not limited to, any other works of authorship fixed in any tangible medium of expression such as writings, physical drawings and data magnetically or otherwise recorded on

computer diskettes (hereinafter referred to as the "Project Documents") shall be and remain the property of District. Although the official copyright in all Project Documents shall remain with the Architect or other applicable subcontractors or consultant, the Project Documents shall be the property of District whether or not the work for which they were made is executed or completed. Within thirty (30) calendar days following completion of the Project, Architect shall provide to District copies of all Project Documents required by District. In addition, Architect shall retain copies of all Project Documents on file for a minimum of fifteen (15) years following completion of the Project, and shall make copies available to District upon the payment of reasonable duplication costs. Before destroying the Project Documents following this retention period, Architect shall make a reasonable effort to notify District and provide District with the opportunity to obtain the documents.

3.14.2 **Right to Use.** Architect grants to District the right to use and reuse all or part of the Project Documents, at District's sole discretion and with no additional compensation to Architect, for the following purposes:

- (A) The construction of all or part of this Project;
- (B) The repair, renovation, modernization, replacement, reconstruction or expansion of this Project at any time;
- (C) The construction of another project by or on behalf of the District for its ownership and use;

District is not bound by this Agreement to employ the services of Architect in the event such documents are used or reused for these purposes. District shall be able to use or reuse the Project Documents for these purposes without risk of liability to the Architect or third parties with respect to the condition of the Project Documents, and the use or reuse of the Project Documents for these purposes shall not be construed or interpreted to waive or limit District's right to recover for latent defects or for errors or omissions of the Architect.

Any use or reuse by District of the Project Documents on any project other than this Project without employing the services of Architect shall be at District's own risk with respect to third parties. If District uses or reuses the Project Documents on any project other than this Project, it shall remove the Architect's seal from the Project Documents and hold harmless Architect and its officers, directors, agents and employees from claims arising out of the negligent use or re-use of the Project Documents on such other project.

Architect shall not be responsible or liable for any revisions to the Project Documents made by any party other than the Architect, a party for which the Architect is legally responsible or liable, or anyone approved by the Architect.

3.14.3 **License.** This Agreement creates a non-exclusive and perpetual license for District to copy, use, modify or reuse any and all Project Documents and any intellectual property rights therein. Architect shall require any and all subcontractors and consultants to agree in writing that District is granted a non-exclusive and perpetual license for the work of such subcontractors or consultants performed pursuant to this Agreement.

3.14.4 **Right to License**. Architect represents and warrants that Architect has the legal right to license any and all copyrights, designs and other intellectual property embodied in the Project Documents that Architect prepares or causes to be prepared pursuant to this Agreement. Architect shall indemnify and hold District harmless pursuant to the indemnification provisions of this Agreement for any breach of this Section. Architect makes no such representation and warranty in regard to previously prepared designs, plans, specifications, studies, drawings, estimates or other documents that were prepared by design professionals other than Architect and provided to Architect by District.

3.14.5 **Confidentiality**. All Project Documents, either created by or provided to Architect in connection with the performance of this Agreement, shall be held confidential by Architect to the extent they are not subject to disclosure pursuant to the Public Records Act. All Project Documents shall not, without the written consent of District, be used or reproduced by Architect for any purposes other than the performance of the Services. Architect shall not disclose, cause or facilitate the disclosure of the Project Documents to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Architect which is otherwise known to Architect or is generally known, or has become known, to the related industry shall be deemed confidential. Architect shall not use District's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the written consent of District.

3.15 **Indemnification**. To the maximum extent permitted by law, Architect shall defend, indemnify and hold District, its directors, officials, officers, employees and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to the negligence, recklessness, or willful misconduct of Architect, its officials, officers, employees, subcontractors, consultants or agents in the performance of the Services, the Project or this Agreement, including without limitation the payment of all consequential damages and reasonable attorney's fees, expert witness fees and other related costs and expenses of defense. Architect shall defend, with counsel of District's choosing and at Architect's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against District, its directors, officials, officers, employees and agents. Architect shall pay and satisfy any judgment, award or decree that may be rendered against District, its directors, officials, officers, employees and agents in any such suits, actions or other legal proceedings. Architect shall also reimburse District for the cost of any settlement paid by District arising out of any such claims, demands, causes of action, costs, expenses, liabilities, losses, damages, injuries, suits, actions, or other legal proceedings. Such reimbursement shall include payment for District's attorney's fees and costs, including expert witness fees. Architect shall reimburse District, its directors, officials, officers, employees and agents for any and all legal expenses and costs, including expert witness fees, incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Architect's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the District, its directors, officials, officers, employees and agents.

3.16 **Insurance**.

3.16.1 **Time for Compliance.** Architect shall not commence Services under this Agreement until it has provided evidence satisfactory to the District that it has secured all insurance required under this Section. In the event Architect fails to provide or maintain all required insurance, District may, in its sole discretion, obtain such insurance and deduct the amount therefor from the Total Compensation.

3.16.2 **Minimum Requirements.** Architect shall, at its expense, procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Architect, its officials, officers, agents, representatives, employees or subcontractors. Such insurance shall meet at least the following minimum levels of coverage:

(A) **Minimum Scope of Insurance.** Coverage shall be at least as broad as the latest version of the following: (1) General Liability: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) Automobile Liability: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); (3) Workers' Compensation and Employers' Liability: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance; and (4) Professional Liability: Coverage which is appropriate to the Architect's profession, or that of its consultants or subcontractors.

(B) **Minimum Limits of Insurance.** Coverages shall provide limits no less than: (1) General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this Agreement or the general aggregate limit shall be twice the required occurrence limit; (2) Automobile Liability: \$1,000,000 per accident for bodily injury and property damage; (3) Workers' Compensation and Employer's Liability: Workers' compensation limits as required by the Labor Code of the State of California. Employers Liability limits of \$1,000,000 per accident for bodily injury or disease; and (4) Professional Liability: Not less than \$1,000,000 per claim.

3.16.3 **Professional Liability.** Architect and its consultants and subcontractors shall procure and maintain, for a period of five (5) years following completion of the Project, errors and omissions liability insurance with limits discussed in this Section. This insurance shall be endorsed to include contractual liability.

3.16.4 **Insurance Endorsements.** The insurance policies shall contain the following provisions, or Architect shall provide endorsements on forms supplied or approved by the District to add the following provisions to the insurance policies:

(A) **General Liability.** The general liability policy shall be endorsed to state that: (A) the District, its directors, officials, officers, employees and agents shall be covered as additional insureds with respect to the performance of the Agreement by the Architect, its officials, officers, agents, representatives, employees or subcontractors, including materials, parts or equipment furnished in connection with such services; and (B) the insurance coverage shall be primary insurance as respects the District, its directors, officials, officers, employees and agents,

or if excess, shall stand in an unbroken chain of coverage excess of the Architect's scheduled underlying coverage. Any insurance or self-insurance maintained by the District, its directors, officials, officers, employees and agents shall be excess of the Architect's insurance and shall not be called upon to contribute with it in any way.

(B) **Automobile Liability.** The automobile liability policy shall be endorsed to state that: (A) the District, its directors, officials, officers, employees and agents shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Architect or for which the Architect is responsible; and (B) the insurance coverage shall be primary insurance as respects the District, its directors, officials, officers, employees and agents, or if excess, shall stand in an unbroken chain of coverage excess of the Architect's scheduled underlying coverage. Any insurance or self-insurance maintained by the District, its directors, officials, officers, employees and agents shall be excess of the Architect's insurance and shall not be called upon to contribute with it in any way.

(C) **Workers' Compensation and Employers Liability Coverage.** The insurer shall agree to waive all rights of subrogation against the District, its directors, officials, officers, employees and agents for losses paid under the terms of the insurance policy which arise from work performed by the Architect.

(D) **All Coverages.** Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the District; and (B) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the District, its directors, officials, officers, employees and agents.

3.16.5 **Separation of Insureds; No Special Limitations.** All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the District, its directors, officials, officers, employees and agents.

3.16.6 **Deductibles and Self-Insurance Retentions.** Any deductibles or self-insured retentions must be declared to and approved by the District. Architect shall guarantee that, at the option of the District, either: (A) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the District, its directors, officials, officers, employees and agents; or (B) the Architect shall procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

3.16.7 **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VIII, licensed to do business in California, and satisfactory to the District.

3.16.8 **Verification of Coverage.** Architect shall furnish District with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms

satisfactory to the District. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the District, if requested. All certificates and endorsements must be received and approved by the District before work commences. The District reserves the right to require complete, certified copies of all required insurance policies, at any time.

3.16.9 **Subcontractor and Consultant Insurance Requirements.** Architect shall not allow any of its architects, engineers, experts or other consultants to commence work on any subcontract until they have provided evidence satisfactory to the District that they have secured all insurance required under this Section. If requested by Architect, District may approve different scopes or minimum limits of insurance for particular architects, engineers, experts or other consultants. Unless otherwise approved by the District, the architects, engineers, experts and other consultants shall comply with each and every provision of this Section.

3.17 **Records.** Architect shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Architect shall allow a representative of District during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Architect shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of five (5) years from the date of final payment under this Agreement.

3.18 **Standardized Manufactured Items.** Architect shall cooperate and consult with District in the use and selection of manufactured items on the Project, including but not limited to, paint, hardware, plumbing, mechanical and electrical equipment, fixtures, roofing materials and floor coverings. All such manufactured items shall be standardized to District's criteria to the extent such criteria do not interfere with building design.

3.19 **Limitation of Agreement.** This Agreement is limited to and includes only the work included in the Project described herein. Any additional or subsequent construction at the site of the Project, or at any other District site, will be covered by, and be the subject of, a separate Agreement for architectural services between District and the architect chosen therefor by District.

3.20 **Mediation.** Disputes arising from this Agreement may be submitted to mediation if mutually agreeable to the parties hereto. The type and process of mediation to be utilized shall be subject to the mutual agreement of the parties.

3.21 **Successors and Assigns.** This Agreement shall be binding upon and shall inure to the benefit of the successors in interest, executors, administrators and assigns of each party to this Agreement. However, Architect shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of District. Any attempted assignment without such consent shall be invalid and void.

3.22 **Asbestos Certification.** Architect shall certify to District, in writing and under penalty of perjury, that to the best of its knowledge, information and belief no asbestos-containing material or other material deemed to be hazardous by the state or federal government was specified

as a building material in any construction document that the Architect prepares for the Project. Architect shall require all consultants who prepare any other documents for the Project to submit the same written certification. Architect shall also assist the District in ensuring that contractors provide District with certification, in writing and under penalty of perjury, that to the best of their knowledge, information and belief no material furnished, installed or incorporated into the Project contains asbestos or any other material deemed to be hazardous by the state or federal government. These certifications shall be part of the final Project submittal. Architect shall include statements in its specifications that materials containing asbestos or any other material deemed to be hazardous by the state or federal government are not to be included.

3.23 **Disabled Veteran Business Enterprise Certification.** If required for this Project, Architect shall provide proof of DVBE compliance, in accordance with any applicable policies of the District or the State Allocation Board, within thirty (30) days of its execution of this Agreement. If Architect fails to comply with this requirement, the Agreement shall be deemed canceled.

3.24 **No Third Party Rights.** This Agreement shall not create any rights in, or inure to the benefits of, any third party except as expressly provided herein.

3.25 **Governing Law.** This Agreement shall be construed in accordance with, and governed by, the laws of the State of California. Venue shall be in San Diego County.

3.26 **Entire Agreement.** This Agreement, with its exhibits, contains the entire agreement of the parties hereto, and supersedes any and all other prior or contemporaneous negotiations, understandings and oral or written agreements between the parties hereto. Each party acknowledges that no representations, inducements, promises or agreements have been made by any person which are not incorporated herein, and that any other agreements shall be void. Furthermore, any modification of this Agreement shall only be effective if in writing signed by all parties hereto.

3.27 **Exhibits and Recitals.** All exhibits and recitals contained herein and attached hereto are material parts of this Agreement and are incorporated as if fully set forth.

3.28 **Severability.** Should any provision in the Agreement be held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall continue in full force and effect.

3.29 **Non-Waiver.** None of the provisions of this Agreement shall be considered waived by either party, unless such waiver is expressly specified in writing.

3.30 **Safety.** Architect shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Architect shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of its employees, consultant and subcontractors appropriate to the nature of the work and the conditions under which the work is to be performed.

3.31 **Delivery of Notices.** All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

DISTRICT:

San Ysidro School District
4350 Otay Mesa Road
San Ysidro, California 92173
Attn: **Jose. F. Iniguez, Ed.D,**
Assistant Superintendent of Admin.
Leadership, School Support and Safety
Jose.Iniguez@SYSDSchools.org

ARCHITECT:

Davy Architecture, Inc.
1053 Tenth Avenue
San Diego, CA 92101
Attn.: **Eric Davy, CEO**
EDavy@DavyArchitecture.com

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.32 **[Reserved]**

3.33 **Time of Essence.** Time is of the essence for each and every provision of this Agreement.

3.34 **District's Right to Employ Other Consultants.** District reserves right to employ other consultants, including Architects, in connection with this Project or other projects.

3.35 **Prohibited Interests.**

3.35.1 **Solicitation.** Architect maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Architect, to solicit or secure this Agreement. Further, Architect warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Architect, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, District shall have the right to rescind this Agreement without liability.

3.35.2 **Conflict of Interest.** For the term of this Agreement, no director, official, officer or employee of District, during the term of his or her service with District, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.36 **Equal Opportunity Employment.** Architect represents that it is an equal opportunity employer and that it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, age or any other classification protected by federal or state law. Such non-discrimination shall include, but not be

limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Architect shall also comply with all relevant provisions of District's minority business enterprise program, affirmative action plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.37 **Labor Certification**. By its signature hereunder, Architect certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.38 **Fingerprinting Requirements**. Unless exempted, Architect shall comply with the requirements of Education Code Section 45125.1 with respect to fingerprinting of employees who may have contact with the District's pupils. The Architect shall also ensure that its consultants on the Project also comply with the requirements of Section 45125.1. To this end, the Architect and its consultants must provide for the completion of the certification form attached hereto as Exhibit "D" and incorporated herein by reference prior to any of the Architect's employees, or those of any other consultants, coming into contact with the District's pupils.

3.39 **Subcontracting**. As specified in this Agreement, Architect shall not subcontract any portion of the Services required by this Agreement, except as expressly stated herein, without prior written approval of District. Subcontracts, if any, shall contain a provision making them subject to each and every provision of this Agreement.

3.40 **Supplemental Conditions**. Any supplemental conditions shall be attached as an exhibit to this Agreement, and that exhibit shall be incorporated herein by reference.

[Remainder of page left blank.]

3.41 **Authority to Execute.** The persons executing this Agreement on behalf of their respective Parties represent and warrant that they have the authority to do so under law and from their respective Parties.

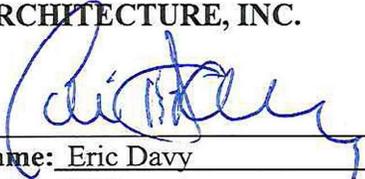
SAN YSIDRO SCHOOL DISTRICT

By: _____
Name: Marilyn Adrianzen
Title: Chief Business Official

Date: _____

Attest: _____
[INSERT TITLE]

DAVY ARCHITECTURE, INC.

By:  _____
Name: Eric Davy
Title: CEO

Date: 8/17/24

Attest: _____
[INSERT TITLE]

EXHIBIT "A"

ARCHITECT'S SCOPE OF SERVICES

PROJECT Title: 2024 FIELD REPLACEMENT PROJECT AT SUNSET ES.

PROJECT Description: The artificial turf field at Sunset Elementary School is over ten years old and has deteriorated to a point of causing possible safety hazards to the users. The District is replacing the artificial turf field with new artificial turf and adding artificial turf to repair the rubber surface under the nearby play equipment apparatus.

PROJECT Schedule:

- Design: April 2024 – May 2024
- Bid: May 2024 – June 2024
- Construction: June 2024 – July 2024.

1. **GENERAL REQUIREMENTS.**

1.1 **Basic Services.** Architect agrees to perform all the necessary professional architectural, landscape architectural, engineering (e.g. civil, mechanical, electrical, plumbing, structural, site engineering, and any other necessary engineering services) and construction administration services for the Project in a timely and professional manner, consistent with the standards of the profession, including those provided for herein.

1.2 **Exclusions from Basic Services.** The following services shall be excluded from the basic services listed above: **None.**

1.3 **Additional Services.** Architect shall perform the following Additional Services for the Project:

The Architect shall perform the following additional services under this Agreement only if said services are authorized in advance in writing by the District. Said additional services shall be compensated in accordance with schedule in Exhibit "C".

A. Supervision of repair of damage to the Project not resulting from fault of the Architect.

B. The selection by Architect, at the District's request, of movable furniture, equipment, or articles which are not included in the construction contract.

C. The preparation of measured drawings of pre-existing structures as authorized by the District.

D. The additional services caused by the delinquency or insolvency of the contractor.

E. If directed or requested by the District, the employment of special consultants, the preparation of special delineation of models, and overtime work by the Architect's employees, except as otherwise required by this contract.

F. Providing contract administration services after the construction contract time has been exceeded through no fault of the Architect where it is determined that the fault is that of the contractor and liquidated damages are collected therefor.

1.4 **Cooperation and Communication with District.** Architect shall cooperate and participate in consultations and conferences with District, District's consultants, authorized representatives of District, and/or other local, regional, or state agencies concerned with the Project, which may be necessary for the completion of the Project or the development of the drawings, specifications and documents in accordance with the applicable standards and requirements of law and the District. Such consultations and conferences shall continue throughout the planning and construction of the Project and the contractor's warranty period. Architect shall take direction only from the District's Representative, or any other representative specifically designated by the District for this Project, including any construction manager hired by the District.

1.5 **Coordination and Cooperation with Construction Manager.** The District may hire a construction manager to administer and coordinate all or any part of the Project on its behalf. If the District does so, it shall provide a copy of its agreement with the construction manager so that the Architect will be fully aware of the duties and responsibilities of the construction manager. The Architect shall cooperate with the construction manager and respond to any requests or directives authorized by the District to be made or given by the construction manager. The Architect shall request clarification from the District in writing if the Architect should have any questions regarding the authority of the construction manager.

1.6 **Cost Estimates.** In conjunction with the other duties described herein, the Architect shall continuously monitor construction costs and provide one (1) cost estimate at the completion of the final working drawings and specifications phase when design revisions or market conditions result in a potential change to the previously provided estimate. These estimates should include a breakdown of the work elements as well as contingencies in an amount that corresponds to the level of design completion.

2. **INITIAL PLANNING PHASE.**

During the initial planning phase of the Project, Architect shall do all of the following, as well as any incidental services thereto:

2.1 **Educational Programming.** Assist District in the preparation of educational programming for the Project to define the scope, size, space relationship and site development.

2.2 **Project Feasibility.** Provide advice and assistance to District in determining the feasibility of the Project, analysis of the type and quality of materials and construction to be selected, the site location, and other initial planning matters, including, but not limited to,

developing a building program identifying and confirming the facility functions, square footage requirements, adjacency relationships, flow diagrams and equipment needs (including a preliminary construction cost estimate based on area costs). Existing equipment needs, data and inventory to be provided by the District.

2.3 **Meeting Budget and Project Goals.** Architect shall notify District in writing of potential complications, cost overruns, unusual conditions, and general needs that potentially impact the Project budget and timeline, including the District's Preliminary Construction Budget. Architect shall use its best judgment in determining the balance between the size, type and quality of construction to achieve a satisfactory solution within the Project's budget and construction allowance. It shall be the duty of the Architect to suggest alternatives to District which would reduce costs and to design the Project within budget and State Allocation Board cost standards, if any. As discussed below in Section 7 of this Exhibit, if the lowest responsive and responsible bid for the Project exceeds the budget by the stated percentage amount, Architect may be required to make the necessary changes in the drawing and specifications, at its sole cost and expense, to bring the bids within the required budget.

2.4 **Permits, Approvals and Authorizations.** As indicated in Section 3.5.4, Architect shall assist District in securing easements, encroachment permits, rights of way, dedications, infrastructures and road improvements, as well as coordinating with utilities and adjacent property owners.

~~3. **SCHEMATIC PLAN PHASE.**~~

~~During the schematic plan phase of the Project, Architect shall do all of the following, as well as any incidental services thereto:~~

~~3.1 **Approval and Revisions.** District shall review, study, and check the work product developed during the Initial Planning Phase and presented to it by Architect, and request any necessary revisions or obtain any necessary approvals by the District's Governing Board, subject to the approval of all federal, state, regional or local agencies concerned with the Project. Architect shall make all District requested changes, additions, deletions, and corrections in such work product at no additional cost, so long as they are not inconsistent with earlier District direction.~~

~~3.2 **Funding Documents.** If applicable, Architect shall provide a site plan and all other Project related information necessary and required for an application by District to any federal, state, regional, or local agencies for funds to finance the construction Project.~~

~~3.3 **Schematic Plans.** In cooperation with District, Architect shall prepare the conceptual design of the Project, illustrating the scale and relationship of the Project components ("Schematic Plans"). The Schematic Plans shall include a conceptual site plan, if appropriate, and preliminary plans and studies, sections, elevations, schematic drawings, site utilization plans, and phasing plans showing the scale and relationship of the components of the Project, the plot plan development at the site, and the proposed architectural concept of the buildings. Architect shall incorporate the educational programs and the functional requirements of District into the Schematic Plans. At the Architect's option, the Schematic Plans may include study models,~~

perspective sketches, electronic modeling or combinations of these media. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing. The Schematic Plans shall meet all laws, rules and regulations of the State of California, including but not limited to, the regulations of the State Department of Education (5 Cal. Code Regs. § 14000 et seq.) or the Office of Public School Construction ("OPSC"), as well as any guidelines implemented by the State Department of Education. All Schematic Plans shall be prepared in a form which may be submitted to the State Department of Education and OPSC for approval. The Schematic Plans shall show all rooms incorporated in each building of the Project in single line drawings, and shall include all revisions required by District or by any federal, state, regional or local agency having jurisdiction over the Project. All architectural drawings for the Project shall be in a form suitable for reproduction.

3.4 **Preliminary Project Budget.** Architect shall use the District's Preliminary Construction Budget and its own expertise and experience with the Project to establish a preliminary project budget or allowance in a format required by District or, if applicable, by any school construction funding agency identified by District ("Architect's Preliminary Project Budget"). The purpose of the Architect's Preliminary Project Budget is to show the probable Project cost in relation to District's Preliminary Construction Budget and the construction standards of any applicable funding agency. If Architect perceives site considerations which render the Project expensive or cost prohibitive, Architect shall disclose such conditions in writing to District immediately. As stated below in Section 7 of this Exhibit, if the lowest responsive and responsible bid for the Project exceeds the budget by more than the stated percentage amount, Architect may be required to make the necessary changes in the drawings and specifications, at its sole cost and expense, to bring the bids within the required budget. Architect shall provide a preliminary written time schedule for the performance of all construction work on the Project.

3.5 **Copies of Schematic Plans and Other Documents.** Architect, at its own expense, shall provide a complete set of the Schematic Plans described herein for District's review and approval. Additionally, at District's expense, Architect shall provide such documents as may be required by any federal, state, regional or local agencies concerned with the Project, including but not limited to, the State Department of Education, the Division of State Architect, the Department of General Services or any other appropriate federal, state, regional or local regulatory bodies. Any additional copies required by District shall be provided at actual cost to District.

4. **DESIGN DEVELOPMENT PHASE.**

During the design development phase of the Project, Architect shall do all of the following, as well as any incidental services thereto:

4.1 **Approval and Revisions.** District shall review, study, and check the Schematic Plans presented to it by Architect, and request any necessary revisions or obtain any necessary approvals by the District's Governing Board, subject to the approval of all federal, state, regional or local agencies concerned with the Project. Architect shall make all District requested changes, additions, deletions, and corrections in the Schematic Plans at no additional cost, so long as they are not inconsistent with earlier District direction.

~~4.2 **Design Development Documents.** Once District provides Architect with specific written approval of the Schematic Plans described herein, Architect shall prepare design development documents consisting of: (1) site and floor plans; (2) elevations; (3) sections; (4) typical construction details; (5) equipment layouts; and (6) any other drawings and documents sufficient to fix and describe the types and makeup of materials, as well as the scope, relationships, forms, size, appearance and character of the Project's structural, mechanical and electrical systems, and to outline the Project specifications ("Design Development Documents"). The Design Development Documents shall be prepared in sufficient form to present to the District's Governing Board for approval.~~

~~4.3 **Copies of Design Development and Other Documents.** Architect, at its own expense, shall provide a complete set of the Design Development Documents described herein for District's review and approval. Additionally, at District's expense, Architect shall provide such documents as may be required by any federal, state, regional or local agencies concerned with the Project, including but not limited to, the State Department of Education, the Division of State Architect, the Department of General Services or any other appropriate federal, state, regional or local regulatory bodies. Any additional copies required by District shall be provided at actual cost to District.~~

~~4.4 **Updated Project Budget.** Architect shall use its Preliminary Project Budget and expertise and experience with the Project to establish an updated estimate of probable construction costs, containing detail consistent with the Design Development Documents as set forth herein and containing a breakdown based on types of materials and specifications identified herein ("Architect's Updated Project Budget").~~

~~4.5 **Timetable.** Architect shall provide a written timetable for full and adequate completion of the Project to District.~~

~~4.6 **Application for Approvals.** Architect shall assist District in applying for and obtaining required approvals from all federal, state, regional or local agencies concerned with the Project, including but not limited to, the State Department of Education, the Division of State Architect, the Department of General Services or any other appropriate federal, state, regional or local regulatory bodies. Architect shall furnish and process all architectural and engineering information required to prepare and process applications to applicable utilities in order to secure priorities and materials, to aid in the construction of the Project and to obtain final Project approval and acceptance by any of the above agencies as may be required.~~

~~4.7 **Color and Other Aesthetic Issues.** Architect shall provide, for District's review and approval, a preliminary schedule of all color materials and selections of textures, finishes and other matters involving an aesthetic decision about the Project.~~

~~4.8 **Incorporation of Post-Construction Stormwater Design Standards.** The Architect shall incorporate post-construction design standards into the Project as follows:~~

~~A. Basic Requirements.~~

~~As part of the basic Services provided pursuant to this Agreement, the Architect shall include in the design prepared for the Project as appropriate, the post-construction best management practices (“BMPs”) necessary to ensure that the District and the contractor(s) comply with the State Water Resources Control Board (State Water Board) stormwater regulations applicable to the Project, including, but not limited to Water Quality Order No. 2003-0005-DWQ National Pollutant Discharge Elimination System (NPDES) General Permit No. CAS000004. The Architect shall include all costs associated with incorporating such BMPs into the design of the Project at no additional cost to the District.~~

~~B. Incorporation of Design Standards.~~

~~In order to ensure such compliance, the Architect shall incorporate the following four Design Standards as goals for the design of the Project:~~

- ~~1. Conserve Natural Areas: Conservation of existing natural areas on the Project site to the maximum extent possible.~~
- ~~2. Volume and Flow Control: Incorporation of Structural and/or Treatment BMPs to manage the volume and flow of stormwater runoff from the Project site.~~
- ~~3. Minimization of Pollutants of Concern: Use of BMPs to reduce the discharge of pollutants from the Project site as described in Section C below.~~
- ~~4. Provide Ongoing BMP Maintenance: Incorporate and describe maintenance required for BMPs in Project plans so that District can ensure that the BMPs and stormwater system are performing as designed.~~

~~C. Specific Requirements for BMPs.~~

~~The BMPs the Architect incorporates as part of the Design Standards described above, shall be designed to minimize pollutants of concern and shall focus on mitigating the impacts caused by impervious surfaces by implementing BMPs that stress: (i) low impact design; (ii) source controls; and treatment controls. BMPs which may be used to comply with the above-described design standards may be found in U.S. EPA’s Toolbox of BMPs at:~~

~~http://cfpub1.epa.gov/npdes/stormwater/swphase2.cfm?program_id=6. The Regional Water Quality Control Board may also have lists of approved references and resources.~~

5. **FINAL WORKING DRAWINGS AND SPECIFICATIONS.**

During the final working drawings and specifications phase of the Project, Architect shall do all of the following, as well as any incidental services thereto:

5.1 **Approval and Revisions.** District shall review, study, and check the Design Development Documents presented to it by Architect, and request any necessary revisions or obtain any necessary approvals by the District's Governing Board, subject to the approval of all federal, state, regional or local agencies concerned with the Project. Architect shall make all District requested changes, additions, deletions, and corrections in the Design Development Documents at no additional cost, so long as they are not inconsistent with earlier District direction.

5.2 **Final Working Drawings and Specifications.** Once District provides Architect with specific written approval of the Design Development Documents described herein, Architect shall prepare such complete working drawings and specifications as are necessary for developing complete bids and for properly executing the Project work ("Final Working Drawings and Specifications"). Such Final Working Drawings and Specifications shall be developed from the Schematic Plans and Design Development Documents approved by District. The Final Working Drawings and Specifications shall set forth in detail all of the following: (1) the Project construction work to be done; (2) the materials, workmanship, finishes, and equipment required for the architectural, structural, mechanical, and electrical systems; and (3) the utility service connection equipment and site work. As indicated in Section 3.10.2, District may be requested to supply Architect with the necessary information to determine the proper location of all improvements on and off site, including existing record drawings ("existing record drawings") in District's possession. Architect will make a good-faith effort to verify the accuracy of such information by means of a thorough interior and exterior visual survey of site conditions. District shall also make a good-faith effort to verify the accuracy of the existing record drawings and provide any supplemental information to Architect which may not be shown on the existing record drawings. Architect shall not be responsible for the accuracy of the existing record drawings, except to the extent that any inaccuracy should have been detected by the Architect, pursuant to its standard of care, from readily available documents and visual observations of existing conditions.

5.3 **Form.** The Final Working Drawings and Specifications must be in such form as will enable Architect and District to secure the required permits and approvals from all federal, state, regional or local agencies concerned with the Project, including but not limited to, the State Department of Education, the Division of State Architect, the Department of General Services or any other appropriate federal, state, regional or local regulatory bodies. In addition, the Final Working Drawings and Specifications must be in such form as will enable District to obtain, by competitive bidding, a responsible and responsive bid within the applicable budgetary limitations and cost standards. The Final Working Drawings and Specifications shall be clear and legible so that uniform copies may be on standard architectural size paper, properly indexed and numbered, and shall be capable of being clearly copied and assembled in a professional manner by Architect.

5.4 **Approval and Revisions.** District shall review, study, and check the Final Working Drawings and Specifications presented to it by Architect, and request any necessary revisions or obtain any necessary approvals by District's Governing Board, subject to the approval

of all federal, state, regional or local agencies concerned with the Project, including but not limited to, the State Department of Education, the Division of State Architect, the Department of General Services or any other appropriate federal, state, regional or local regulatory bodies. Architect shall make all District-requested changes, additions, deletions, and corrections in the Final Working Drawings and Specifications at no additional cost, so long as they are not in conflict with the requirements of public agencies having jurisdiction or prior approval, or inconsistent with earlier District direction or Architect's professional judgment. Architect shall bring any such conflicts and/or inconsistencies to the attention of District. The parties agree that Architect, and not the District, possesses the requisite expertise to determine the constructibility of the Final Working Drawings and Specifications. However, the District reserves the right to conduct one or more constructibility review processes with the Final Working Drawings and Specifications, and to hire an independent architect or other consultant to perform such reviews. Any such independent constructibility review shall be at District's expense. Architect shall make all District-requested changes, additions, deletions, and corrections in the Final Working Drawings and Specifications which may result from any constructibility review, at no additional cost to the District, so long as they are not in conflict with the requirements of public agencies having jurisdiction or prior approval, or inconsistent with earlier District direction or Architect's professional judgment. If such changes, additions, deletions or corrections are inconsistent with prior District direction, Architect shall make such alterations and be compensated therefore pursuant to the Additional Services provision of this Agreement.

5.5 **Costs of Construction.** It is understood by Architect that should the Final Working Drawings and Specifications be ordered by District, District shall specify the sum of money set aside to cover the total cost of construction of the work, exclusive of Architect's fees. Should it become evident that the total construction cost will exceed the specified sum, Architect shall at once present a statement in writing to the District's Representative setting forth this fact and giving a full statement of the cost estimates on which the conclusion is based.

5.6 **Copies of Final Working Drawings and Specifications and Other Documents.** Architect, at its own expense, shall provide a complete set of the Final Working Drawings and Specifications described herein for District's review and approval. Additionally, at District's expense, Architect shall provide such documents as may be required by any federal, state, regional or local agencies concerned with the Project, including but not limited to, the State Department of Education, the Division of State Architect, the Department of General Services or any other appropriate federal, state, regional or local regulatory bodies. Any additional copies required by District shall be provided at actual cost to District.

6. **CONSTRUCTION CONTRACT DOCUMENTS.**

During the construction contract documents phase of the Project, Architect shall do all of the following, as well as any incidental services thereto:

6.1 **Bid and Contract Documents.** If so required by District, Architect shall assist District in the completion of all bid and construction documents, including but not limited to, the Notice Inviting Bids, Instructions to Bidders, Contract Bid Forms (including Alternate Bids as requested by District), Contract, General Conditions, Supplementary General Conditions, Special

Conditions, other necessary conditions of the contract, Project Manual (e.g. conditions of the contract, specifications, and, if desired by District, bidding requirements and sample forms), DVBE and other applicable affirmative action documents, Performance Bond, Payment Bond, Escrow Agreement for Security Deposits, and any other certifications and documents required by federal, state and local laws, rules and regulations which may be reasonably required in order to obtain bids responsive to the specifications and drawings. All such documents shall be subject to the approval of District and District's legal counsel.

6.2 **Final Estimate.** At the time of delivery of these bid and construction documents, which shall include the Final Working Drawings and Specifications (collectively referred to herein as the "Construction Documents"), Architect shall provide District with its final estimate of probable construction cost ("Architect's Final Estimate"). As stated above, it shall be the Architect's duty to design the Project within budget and any applicable State Allocation Board cost standards.

7. **BID PHASE.**

During the bid phase of the Project, Architect shall do all of the following, as well as any incidental services thereto:

7.1 **Reproducible Construction Documents.** Once District provides Architect with specific written approval of the Construction Documents and Architect's Final Estimate, Architect shall provide to District one set of reproducible Construction Documents.

7.2 **Distribution of Contract Documents and Review of Bids.** Architect shall assist District in distributing the Construction Documents to bidders and conducting the opening and review of bids for the Project. District will reimburse the Architect for the cost of reproducing bid sets, addenda and related delivery charges.

7.3 **Overbudget.** If the apparent lowest responsive and responsible bid on the Project exceeds the Architect's Final Estimate by more than twenty percent (20%), District may request Architect to amend, at Architect's sole cost and expense, the Final Drawings and Specifications in order to rebid the Project and receive a lowest responsive and responsible bid within ten percent (10%) above or less than the Architect's Final Estimate. All revisions necessary to bring the lowest responsible and responsive bid within the Architect's Final Estimate, including any omissions, deferrals or alternates, shall be made in consultation with, and subject to the approval of, the District.

8. **CONSTRUCTION PHASE.**

During the construction phase of the Project, Architect shall do all of the following, as well as any incidental services thereto:

8.1 **Observation.** The Project Architect shall observe work executed from the Final Working Drawings and Specifications in person, provided that District may, in its discretion, consent to such observation by another competent representative of Architect.

8.2 **General Administration.** Architect shall provide general administration of the Construction Documents and the work performed by the contractors.

8.3 **Pre-Construction Meeting.** Architect shall conduct one or more pre-construction meetings, as the District determines is needed for the Project, with all interested parties.

8.4 **Site Visits of Contractor's Work.** Architect shall conduct site visits to observe each contractors' work for general conformance with the Construction Documents and with any approved construction schedules or milestones. Such site visits shall be conducted as often as are necessary and appropriate to the stage of construction, according to the District's sole discretion, but in no event less than weekly.

8.5 **Site Visits of Inspector's Work.** Architect shall conduct site visits to communicate and observe the activities of the Project inspectors, including the Inspector of Record. Such site visits shall be conducted as often as is mutually acceptable to Architect and District. Architect shall direct the Project inspectors and the Project contractors, and shall coordinate the preparation of record drawings indicating dimensions and location of all "as-built" conditions, including but not limited to, underground utility lines.

8.6 **Coordination of Architect's Consultants.** Architect shall cause all architects, engineers and other consultants, as may be hired by Architect or District, to observe the work completed under their disciplines as required, and approve and review all test results for general conformance with the Construction Documents.

8.7 **Reports.** Architect shall make regular reports as may be required by applicable federal, state or local laws, rules or regulations, as well as the federal, state, regional or local agencies concerned with the Project, including but not limited to, the State Department of Education, the Division of State Architect, the Department of General Services, the County in which the Project is located, the City in which the Project is located or any other appropriate federal, state, regional or local regulatory bodies.

8.8 **Construction Meetings; Minutes.** Architect shall attend all construction meetings and provide written reports/minutes to the District after each construction meeting in order to keep District informed of the progress of the work. Such meetings shall occur at a frequency necessary for the progress of the Project work, according to the District's sole discretion, but no less than weekly.

8.9 **Written Reports.** Architect shall make written reports to District as necessary to inform District of problems arising during construction, changes contemplated as a result of each such problems, and progress of the Project work. The Architect shall not have control over the acts or omissions of the contractors, subcontractors or their agents or employees, or of any other persons or entities performing or supplying portions of the work which were not employed or hired by Architect. The contractor shall not be relieved of its obligation to perform the work in accordance with the Contract Documents either by activities or duties of the Architect, or by tests, inspections or approvals required or performed by persons other than the contractor.

8.10 **Written Records.** Architect shall keep accurate written records of the progress and quality of the Project work and the time schedules, and shall advise the contractors and District of any deviations from the time schedule which could delay timely completion of the Project.

8.11 **Material and Test Reports.** Architect shall check and process, in a timely manner, all required material and test reports for the Project work. In addition, Architect shall provide notice of any deficiencies in material or work reflected in such reports, as well as its recommendation for correction of such deficiencies, to the contractors, District and federal, state, regional or local agencies concerned with the Project, including but not limited to, the State Department of Education, the Division of State Architect, the Department of General Services or any other appropriate federal, state, regional or local regulatory bodies.

8.12 **Review and Response to Submissions.** Architect shall review and respond, in a timely manner, to all schedules, submittals, shop drawings, samples, information requests, change requests, and other submissions of the contractor and subcontractors for compliance with, or alterations and additions to, the Construction Documents. Architect's review and response shall be done in such a manner so as to ensure the timely and uninterrupted progress of the Project work. Submission requests which involve more work or time than is normally required for routine submissions, as mutually determined by the Parties, may be the subject of additional compensation as Additional Services.

8.13 **Rejection of Work.** Architect shall promptly reject, as discussed with District, work or materials which do not conform to the Construction Documents. Architect shall immediately notify the District and contractor(s) of such rejections. Architect shall also have the authority to recommend to the District that additional inspection or testing of the work be performed, whether or not such work is fabricated, installed or completed.

8.14 **Substitutions.** Architect shall consult with District, in a timely manner, with regard to substitution of materials, equipment and laboratory reports thereof, prior to the District's final written approval of such substitutions. Architect's consultation shall be done in such a manner so as to ensure the timely and uninterrupted progress of the Project work. Substitution requests which involve more work or time than is normally required for routine substitutions, as mutually determined by the Parties, may be the subject of additional compensation as Additional Services.

8.15 **Revised Documents and Drawings.** Architect shall prepare, at no additional expense to District, all documents and/or drawings made necessary by errors and omissions in the originally approved Construction Documents.

8.16 **Change Requests and Material Changes.** Architect shall evaluate and advise District, in a timely manner and in writing, of any change requests and material change(s) which may be requested or necessary in the Project plans and specifications. Architect shall provide the District with its opinion as to whether such change requests should be approved, denied or revised. If the District has not hired a construction manager or other person to do so, the Architect shall prepare and execute all change orders and submit them to the District for authorization. If the District has designated a construction manager or other person to prepare all change orders, the

Architect shall review all change orders prepared by such person, execute them and deliver them to the District for authorization if they meet with the Architect's approval, or submit them to the District with recommendations for revision or denial if necessary. Architect shall not order contractors to make any changes affecting the contract price without approval by District of such a written change order, pursuant to the terms of the Construction Documents. Architect may order, on its own responsibility and pending the District's Governing Board approval, changes necessary to meet construction emergencies, if written approval of District's Representative is first secured. Architect may also authorize minor changes in the work, pending District's approval, so long as such changes are not inconsistent with the intent of the Construction Documents and do not involve an adjustment in the contract sum or an extension of the contract time.

8.17 **Applications for Payment.** Architect shall examine, verify and approve contractor's applications for payment, and shall issue certificates for payment in amounts approved by the Project Inspector of Record or the District's Representative, based on the Architect's observations at the site. The issuance of a certificate for payment shall not be a representation that the Architect has: (1) made exhaustive or continuous on site inspections of the work for which payment is sought; (2) reviewed construction means, methods, techniques, sequences or procedures for the work for which payment is sought; (3) ascertained how and for what purpose the contractor has used money previously paid; or (4) certified that the work for which payment is sought is without defects.

8.18 **Final Color and Product Selection.** Architect shall coordinate final color and product selection with District's original design concept.

8.19 **Substantial Completion.** Architect shall determine the date of substantial completion, in consultation with the District.

8.20 **Punch List.** After determining that the Project is substantially complete, Architect shall participate in the inspection by the IOR of the Project and shall review all remaining deficiencies and minor items needed to be corrected or completed on the Project, including those identified on the punch list prepared by the contractor ("Punch List Items"). Architect shall notify contractor in writing that all Punch List Items must be corrected prior to final acceptance of the Project and final payment. Architect shall also notify District of all Punch List Items.

8.21 **Warranties.** Architect shall review materials assembled by the contractor and subcontractors with regard to all written warranties, guarantees, owners' manuals, instruction books, diagrams, record "as built" drawings, and any other materials required from the contractors and subcontractors pursuant to the Construction Documents. Architect shall coordinate and provide these materials to the District.

8.22 **Certificate of Completion.** Architect shall participate in any further inspections of the Project necessary to issue Architect's Certificate of Completion and final certificate for payment.

8.23 **Documents for Project Close-Out.** Architect shall cause all other architects, engineers and other consultants, as may be hired by Architect, to file any and all required

documentation with the District or other governmental authorities necessary to close out the Project. Architect shall assist the District in obtaining such documentation from all other architects, engineers, or other consultants.

9. **RECORD DRAWINGS.**

During the record drawings phase of the Project, Architect shall do all of the following, as well as any incidental services thereto:

9.1 **Record Drawings and Specifications.** Not later than thirty (30) days after substantial completion of the Project, before receipt of final payment, Architect shall review and forward the Final Working Drawings and Specifications, indicating on them all changes made by change orders or otherwise pursuant to the Construction Documents, as well as all information called for on the specifications, thus producing an "record" set of Final Working Drawings and Specifications ("Record Drawings and Specifications"). The Record Drawings and Specifications shall show, among other things, the location of all concealed pipe, buried conduit runs and other similar elements within the completed Project. Architect shall personally review and certify that the Record Drawings and Specifications are a correct representation of the information supplied to Architect by the Inspector of Record and the contractor, and shall obtain certifications from the Inspector of Record and the contractor that the drawings are correct.

9.2 **Approval.** Once District provides Architect with specific written approval of the Record Drawings and Specifications, Architect shall forward to District the complete set of original Record Drawings and Specifications or a complete set of reproducible duplicate Record Drawings and Specifications. The tracing shall be of such quality that clear and legible prints may be made without appreciable and objectionable loss of detail.

9.3 **Documents for Final Payment.** Prior to the receipt of Architect's final payment, Architect shall forward to District all of the following: (1) one clear and legible set of reproductions of the computations; (2) the original copy of the specifications; (3) the Record Drawings and Specifications as required herein; (4) the final verified progress report required pursuant to Title 24 of the California Code of Regulations; and (5) Architect's Certificate of Completion.

10. **WARRANTY PERIOD.**

During the warranty period phase of the Project, Architect shall do all of the following, as well as any incidental services thereto:

10.1 **Advice.** Architect shall provide advice to District on apparent deficiencies in the Project during any applicable warranty periods for the Project.

EXHIBIT "B"

FEE AND PHASING/FUNDING SCHEDULES

1. Fee Schedule.

The Architect and District have used the District's Preliminary Construction Budget to establish the Architect's Total Compensation based upon a **not to exceed fee of \$23,870.00** ("Total Compensation") for the Project. This amount is comprised of a fixed fee amount of \$21,700.00 and an additional owner-controlled contingency amount of ten percent (10%) equal to \$2170.00.

2. Phasing/Funding Schedule.

Progress payments towards Total Compensation shall never exceed the following percentages of Total Compensation as of the phase indicated:

Schematic Design Phase	percent (10%)
Design Development Phase	percent (15%)
Construction Documents Phase	percent (50%)
Bidding or Negotiation Phase	percent (5%)
Construction Admin. Phase	percent (20%)
<hr/>	
Total Compensation	(100%)

EXHIBIT B
Hourly Rates/Fee Schedule

The rates shown herein are for the 23/24 FY. The District may consider an annual increase of no more than 3% per annum for the first 3 years and only by written request including a justification, followed by an executed amendment to this Agreement should the increase be accepted. Should the District wish to extend further using the 2 optional additional 1-year extensions, the rates will be opened for negotiation and included in those amendments.

23/24 FY

\$435	Expert Witness/Depositions
\$275	Senior Principal Architect
\$250	Senior Project Manager
\$225	Principal Architect
\$220	Project Architect
\$200	Project Manager
\$190	Consulting Design Manager
\$200	Specification Writer
\$170	Job Captain – Tech III
\$150	CAD Drafter – Tech II
\$125	CAD Drafter – Tech I
\$105	Intern / Administrative Assistant

Reimbursable expenses and subconsultants when pre-authorized in the Work Authorization will be billed at cost plus 10%.

Mileage will not be tracked or billed separately and will be included in the hourly rates and hours billed, or lump sum(s) as applicable to each Work Authorization.

End of Exhibit B

EXHIBIT C
SCHOOL SAFETY CERTIFICATION FORM

CERTIFICATION PURSUANT TO EDUCATION CODE SECTION 45125.1 and
Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c)
Fingerprinting and Criminal Background Investigation Requirements

The San Ysidro School District (District) has determined under Education Code Section 45125.1, subdivision (c) that in performing services under this contract, **Contractor/Consultant's employees and/or Subconsultants/Subcontractors may have contact with pupils.**

 (Initial) As required under Education Code Section 45125.1, subdivision (a), Consultant shall require their employees, including the employees of any sub-consultant and/or subcontractor, who will provide services pursuant to this contract to submit their fingerprints in a manner authorized by the Department of Justice in order to conduct a criminal background check to determine whether such employees have been convicted of or have charges pending for a felony as defined under Education Code Section 45122.1.

 (Initial) Consultant shall not permit any employee to perform services that may come in contact with pupils under this contract until the Department of Justice has determined that the employee has not been convicted of a felony or has no criminal charges pending for a felony as defined in Education Code Section 45122.1 and in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).

 (Initial) Consultant certifies that all of its employees who may come in contact with pupils have not been convicted of or have no criminal charges pending for a felony, as defined in Education Code Section 45122.1 and in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).

 (Initial) Consultant shall defend, indemnify, protect and hold the District and its agents, officers and employees harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property which arise from or are connected with or are caused or claimed to be caused by Consultant's failure to comply with all of the requirements contained in Education Code Section 45125.1, including, but not limited to, the requirements prohibiting Consultant from using employees who may have contact with pupils who have been convicted or have charges pending for a felony in Education Code Section 45122.1.

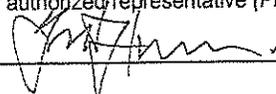
 (Initial) Per Ed Code 49406 and Assembly Bill 1667, the District requires for Tuberculosis (TB) Clearances to be in place by anyone coming in contact with pupils.

 (Initial) Consultant's individuals/employees and/or Subconsultants/Subcontractors who may come in contact with pupils in the performance of services in this contract agree to provide fingerprint (DOJ/FBI) and TB Clearances (at their own expense) to be in compliance with the above-mentioned Ed Codes before commencement of any services under this contract. The District will provide LiveScan form if necessary.

- I certify to the District's Governing Board that I have read and understand the above terms and conditions and will report any changes that may affect the performance services of this contract.
- I certify to the District's Governing Board that none of the Consultant's employees/individuals and/or Subconsultants/subcontractors performing services under this agreement have been convicted of a felony as defined in Education Code Section 45122.1 and in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).
- I certify to the District's Governing Board that all of the Consultant's and Subconsultant's/Subcontractor's employees-individuals performing services under this agreement are clear of tuberculosis (TB) as defined on Education Code Section 49406 and Assembly Bill 1667.

Company Name: DAVY ARCHITECTURE

Name/title of authorized representative (Print) KURT HUNKER, CHIEF DESIGN OFFICER

Signature  Date 5.17.2023

REVISED 09-13-18



PO/Authorization Request

Davy

PO/Authorization Request

Project: **SSES-Turf-Sunset Elementary School - Artificial Turf Replacement** Contract: **Davy Architecture, I** Type: **Professional Services**

Contract Summary

Contract: Davy Architecture, I	Contract Date: 04/25/24	Initial Contract: \$ 26,040.00
Vendor#: _____	NTP Date: _____	Changes: \$ -
Vendor: Davy Architecture, Inc.	Duration Days: 0	Contract Amt: \$ 26,040.00
1053 10th Ave	CC Date: _____	
San Diego, California 92101	NDC Date: _____	
Contact: _____	Description: Architect/Engineering/CM Svs.	Less Expended: \$ -
		Less Withholding: \$ 2,170.00
		Available Bal: \$ 23,870.00

Routing List

Review / Approval	Date	Signature/Initials
COLBI - FAST Tech B	04/18/2024	<i>Amy Moore</i>
COLBI - FAST Tech A	04/18/2024	<i>Khary E. Knowles</i>
Asst. Supt - Admin/Ldrshp/SS&S		
Acctng. Tech III -A		
COLBI - FAST Tech B		

Amount To Authorize: \$26,040.00

Final Resource NEEDED

Accounting Data (PO Trans)

Accounting Code String (ACS)	PO Number	Date	Authorized	PO Type	Description
2139-90102xx-0000-8500-6200-015-318	TBD	04/25/24	26,040.00	Contract	Initial Contract Authorization
			Totals:		26,040.00

Purchase Order History

PO/Amend/In voice	Date	Description	Authorized	Remittance	Balance	Payment Number	Payment Date
PO#: TBD ACS: 2139-90102xx-0000-8500-6200-015-318							
TBD	04/25/24	Initial Contract Authorization	26,040.00		26,040.00		
			Totals:		26,040.00		

Transaction History

PO/Invoice Number	Date	Audit Description	Authorized	Withheld	Remittance	Balance	Payment Number	Payment Date
TBD	04/25/24	Initial Contract Authorization	26,040.00			26,040.00		
	04/25/24	Withhold - Owner Controlled Contingency		2,170.00		23,870.00		
			Totals:	2,170.00				

SAN YSIDRO SCHOOL DISTRICT GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: April 24, 2024

VIA: Gina A. Potter, Ed.D.
Superintendent

FROM:
Jose F. Iniguez, Ed.D., Assistant
Superintendent of Admin. Leadership,
School Support & Safety

Informational
 Action

AGENDA ITEM: AWARD RFP NO. 24-01 AND AGREEMENT WITH GAFCON, INC. FOR PROJECT MANAGEMENT/ OWNER REPRESENTATIVE SERVICES

BACKGROUND INFORMATION:

In March 2024, Staff developed a Request for Qualifications (“RFQ”) to provide Project Management/Owner Representative Services (RFQ#24-01); primarily for the two major Design-Build Projects (“SYMS Revitalization” and “CRC at Beyer”). The District sent the RFQ to the three (3) Project Management firms selected from RFQ #2307, “List of Consultant Firms”. Two firms responded with four (4) total Project Manager candidates.

Based on the results of RFQ#24-01, we would like to move forward with Gafcon, Inc. Following an interview process, one of Gafcon’s Project Managers meets the qualifications and provides the best total value for the District. The Project Manager has over 10 years of experience, including successfully completing recent Design-Build projects. The Project Manager is a former student of SYSD and attended Beyer Elementary School.

We request the Board’s approval of this Agreement so that the work and preparation for the two main projects listed below can continue promptly.

1. The San Ysidro Middle School Revitalization Project (Design-Build Delivery Method)
2. The new Community Resource Center at the former Beyer Elementary School site (Design-Build Delivery Method)

RECOMMENDATION:

Award RFP No. 24-01 to and approve the agreement with Gafcon, Inc. to provide Project Management and Owner Representative Services for \$780,000.00 on a Time-and-Materials, Not-To-Exceed basis through December 2026.

LCAP GOAL AND ACTION/SERVICE (please indicate):

Goal 7.0 – Provide sufficient, safe, well-maintained, and visually appealing facilities that create an environment for improving student achievement.

Renewal New Amendment Ratify Other

Financial Implications?

Yes No

Are funds for this item available in the 2023-2024 Budget?

Yes No N/A

Requisition #

N/A

\$780,000.00
(Amount)

G.O. Bond Measures T & U
(Name of funding source and/or location)

Recommended for: Approval Denial Certification Requested Yes No

**AGREEMENT FOR
PROFESSIONAL SERVICES
BETWEEN
SAN YSIDRO SCHOOL DISTRICT
AND
GAFCON**

1. Parties and Date.

This Agreement ("Agreement") is made and entered into this 12th day of May, **2024**, by and between **SAN YSIDRO SCHOOL DISTRICT** ("DISTRICT") and **GAFCON, Inc.** ("Consultant") (collectively referred to as the "Parties" and each individually as "Party").

2. Recitals.

2.1 Consultant. Consultant is a professional consultant, experienced and properly certified/licensed to provide the professional services described herein, and is familiar with the plans of DISTRICT.

2.2 Project. DISTRICT desires to engage Consultant to render its services for **various Projects** (the "**Project**").

3. Terms.

3.1 Scope of Services, Qualifications and Term.

(a) General Scope of Services. Consultant promises and agrees to furnish all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply professional services, as more particularly described in **Exhibit "A"** attached hereto and incorporated herein by reference (collectively "Services"). All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.2 Term. The term of this Agreement shall be from the date first written above and shall continue until DISTRICT's acceptance of all work and final payment to Consultant, unless earlier terminated as provided herein. The Parties may mutually agree to extend this term by written amendment. Should the Parties agree to extend the term of this Agreement, the fee for services described in **Exhibit "B"** shall remain the same.

3.3 Responsibilities of Consultant.

(a) Control and Payment of Consultants and its Subordinates. DISTRICT retains Consultant on an independent contractor basis and Consultant is not an employee of DISTRICT. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Consultant shall be responsible for all reports and obligations respecting such employees, including, but not

limited to, social security taxes, income tax withholding, unemployment insurance, and workers' compensation insurance.

(b) Conformance to Applicable Requirements. All work prepared by Consultant is subject to the approval of DISTRICT and any and all applicable regulatory State agencies, and shall be the property of DISTRICT.

(c) Reports. Consultant shall provide copies of all reports required to be submitted to applicable regulatory State agencies to DISTRICT, whether or not such reports must be submitted to the DISTRICT.

(d) Work Authorization. Consultant shall obtain from DISTRICT a work authorization for the Project prior to commencing work. Such work authorization shall reiterate Consultant's duties outlined herein.

(e) Coordination of Services. Consultant agrees to work closely with DISTRICT staff in the performance of Services and shall be available to DISTRICT's staff, consultants and other staff at all reasonable times.

(f) Standard of Care. Consultant shall perform all Services under this Agreement in a skillful, competent and timely manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all of Consultant's employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Consultant further represents that it, its employees and subcontractors or subconsultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. Any of Consultant's employees who are determined by DISTRICT to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any of Consultant's employees who fail or refuse to perform the Services in a manner acceptable to DISTRICT, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

(g) Laws and Regulations. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services.

(h) Insurance. Consultant shall comply with the following insurance provisions, unless one or more paragraphs are specifically waived by the DISTRICT in writing.

(i) Time for Compliance. Consultant shall not commence Services under this Agreement until it has provided evidence satisfactory to DISTRICT that it has secured all insurance required under this Section. In addition, Consultant shall not allow any

subcontractor to commence work on any subcontract until it has provided evidence satisfactory to DISTRICT that the subcontractor has secured all insurance required under this Section.

(ii) Minimum Requirements and Limits. Consultant shall, at its expense, procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Consultant, its agents, representatives, employees or subcontractors. Consultant shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

(1) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); (3) *Workers' Compensation and Employers' Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance; and (4) *Professional Liability*: Coverage which is appropriate to the Consultant's profession, or that of its consultants or subcontractors.

(2) Minimum Limits of Insurance. Consultant shall maintain limits no less than: (1) *General Liability*: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability*: \$1,000,000 per accident for bodily injury and property damage; (3) *Workers' Compensation and Employer's Liability*: Workers' compensation limits as required by the Labor Code of the State of California. Employers Liability limits of \$1,000,000 per accident for bodily injury or disease; and (4) *Professional Liability*: Not less than \$1,000,000 per claim/\$2,000,000 aggregate.

(3) Insurance Endorsements. The insurance policies shall contain the following provisions, or Consultant shall provide endorsements on forms supplied or approved by the DISTRICT to add the following provisions to the insurance policies:

a. General Liability. The general liability policy shall be endorsed to state that: (1) the DISTRICT, its directors, officials, officers, employees, agents and volunteers shall be covered as additional insured with respect to the Work or operations performed by or on behalf of the Consultant, including materials, parts or equipment furnished in connection with such work; and (2) the insurance coverage shall be primary insurance as respects the DISTRICT, its directors, officials, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the DISTRICT, its directors, officials, officers, employees, agents and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way.

b. Automobile Liability. The automobile liability policy shall be endorsed to state that: (1) the DISTRICT, its directors, officials, officers, employees, agents and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Consultant or for which the Consultant is responsible; and (2) the insurance coverage shall be primary insurance as respects the DISTRICT, its directors, officials, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the DISTRICT, its directors, officials, officers, employees, agents and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way.

c. Workers' Compensation and Employers Liability Coverage. The insurer shall agree to waive all rights of subrogation against the DISTRICT, its governing board, officials, officers, employees, agents and volunteers for losses paid under the terms of the insurance policy which arise from work performed by the Consultant.

d. Professional Liability. Consultant and its sub-consultants and subcontractors shall procure and maintain, for a period of five (5) years following completion of the Project, errors and omissions liability insurance with limits discussed in this Section. This insurance shall be endorsed to include contractual liability.

(4) All Coverages. Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to DISTRICT; and (B) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to DISTRICT, its directors, officials, officers, employees, agents and volunteers.

(iii) Separation of Insureds; No Special Limitations. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the DISTRICT, its directors, officials, officers, employees, agents and volunteers.

(iv) Acceptability of Insurers. With the exception of Workers' Compensation Insurance, all insurance required hereunder is to be placed with insurers with a current A.M. Best's rating no less than A-: VII, which are licensed to do business in California, and which maintain an agent for process within the state. Workers' Compensation insurance required under this Agreement must be offered by an insurer meeting the above standards with the exception that the A.M. Best's rating condition is waived at the discretion of the DISTRICT.

(v) Verification of Coverage. Consultant shall furnish DISTRICT with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to DISTRICT. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by DISTRICT if requested. DISTRICT reserves the right to require complete, certified copies of all required insurance policies, at any time.

(i) Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of its employees and subcontractors appropriate to the nature of the Services and the conditions under which the Services are to be performed. Safety precautions as applicable shall include, but shall not be limited to: (1) adequate life protection and life saving equipment and procedures; (2) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (3) adequate facilities for the proper inspection and maintenance of all safety measures.

(j) Project Staffing. Consultant shall provide adequate staff and resources to facilitate all contractor's activity. Should Consultant fail to adequately staff a project, the DISTRICT may, at its sole discretion, retain third party inspection services and back charge Consultant for all third party fees.

3.4 Fees and Payments.

(a) Compensation. Consultant shall receive compensation, including reimbursements, for all Services rendered under this Agreement at the rates set forth in **Exhibit "B"** attached hereto and incorporated herein by reference. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

(b) Reimbursement of Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by DISTRICT.

(c) Payment of Compensation. Consultant shall submit to DISTRICT an itemized statement which indicates work completed and hours of Services rendered by Consultant. DISTRICT shall pay Consultant within a reasonable time and in accordance with this Agreement.

(d) Extra Work. At any time during the term of this Agreement, DISTRICT may request that Consultant perform Extra Work. As used herein, "Extra Work" means any Services which are determined by DISTRICT to be necessary, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written supplemental work authorization from DISTRICT.

3.5 **Maintenance of Accounting Records**. Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of DISTRICT during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all

work, data, documents, proceedings, and activities related to the Agreement for a period of four (4) years from the date of final payment under this Agreement.

3.6 General Provisions.

(a) Suspension of Services. The DISTRICT may, in its sole discretion, suspend all or any part of Services provided hereunder without cost; provided, however, that if the DISTRICT shall suspend Services for a period of ninety (90) consecutive days or more and in addition such suspension is not caused by Consultant or the acts or omissions of Consultant, upon recession of such suspension, the compensation will be subject to adjustment to provide for actual costs and expenses incurred by Consultant as a direct result of the suspension and resumption of Services under this Agreement. Consultant may not suspend its service without DISTRICT's express written consent.

(b) Termination of Agreement.

(i) Grounds for Termination. DISTRICT may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to DISTRICT, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

(ii) Effect of Termination. If this Agreement is terminated as provided in this Section, DISTRICT may require Consultant to provide all finished or unfinished documents, data, programming source code, reports or any other items prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such documents and other information within fifteen (15) days of the request.

(iii) Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, DISTRICT may procure, upon such terms and in such manner as it may determine appropriate, services similar or identical to those terminated.

(c) Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective Parties at the following address, or at such other address as the respective Parties may provide in writing for this purpose:

CONSULTANT:

GAFCON, Inc.
10301 Meanley Drive, Ste 225,
San Diego, CA 92131
(858) 875-0010

Attn: ~~XXXXXXXXXX~~ **Robin Duveen**
~~XXXXXXXXXXXXXXXXXXXX~~ RDuveen@gafcon.com

DISTRICT:

SAN YSIDRO SCHOOL DISTRICT
4350 Otay Mesa Rd.
San Ysidro CA 92173
(619)

Attn: **Jose F. Iniguez, Ed.D**
Jose.Iniguez@SYSDSchools.org

Such notice shall be deemed made when personally delivered to the address set forth above, or forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed as set forth above. Notice shall be deemed adequate on the date actual notice occurred, regardless of the method of service.

(d) Mediation. Disputes arising from this Agreement may be submitted to mediation if mutually agreeable to the Parties hereto. The type and process of mediation to be utilized shall be subject to the mutual agreement of the Parties.

(e) Ownership of Materials and Confidentiality.

(i) All materials and data, including but not limited to, data on magnetic media and any materials and data required to be made or kept pursuant to federal, state or local laws, rules or regulations, prepared or collected by Consultant pursuant to this Agreement, shall be the sole property of the DISTRICT, except that Consultant shall have the right to retain copies of all such documents and data for its records. DISTRICT shall not be limited in any way in its use of such materials and data at any time, provided that any such use not within the purposes intended by this Agreement shall be at DISTRICT's sole risk and provided that Consultant shall be indemnified against any damages resulting from such use, including the release of this material to third parties for a use not intended by this Agreement.

(ii) All such materials and data shall be provided to the DISTRICT, or such other agency or entity as directed by DISTRICT or required by law, rule or regulation, immediately upon completion of the term of this Agreement as directed by DISTRICT. Should DISTRICT wish to obtain possession of any such materials or data during the term of this Agreement, it shall make its request in writing. Such information shall be provided to the DISTRICT within forty-eight (48) hours of its request.

(f) Indemnification. To the fullest extent permitted by law, Consultant shall defend (with counsel of DISTRICT's choosing), indemnify and hold the DISTRICT, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's Services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant, the DISTRICT, its officials officers, employees, agents, or volunteers.

If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance as a "design professional" (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

(g) California Labor Code Requirements.

(i) Consultant is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects ("Prevailing Wage Laws"). If the services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. Consultant shall defend, indemnify and hold the DISTRICT, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Consultant and all subconsultants to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

(ii) If the services are being performed as part of an applicable "public works" or "maintenance" project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all subconsultants performing such services must be registered with the Department of Industrial Relations. Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants, as applicable. This Project may also be

subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

(iii) This Agreement may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements. Any stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor that affect Consultant's performance of services, including any delay, shall be Consultant's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Consultant caused delay and shall not be compensable by the DISTRICT. Consultant shall defend, indemnify and hold the DISTRICT, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor.

(h) Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California 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 agrees to comply with such provisions before commencing the performance of the Services.

(i) Entire Agreement. This Agreement contains the entire Agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements.

(j) Governing Law; Government Code Claim Compliance. This Agreement shall be governed by the laws of the State of California. Any action brought to enforce the terms of this Agreement shall be brought in a state or federal court located in the County of San Diego, State of California. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Consultant must comply with the claim procedures set forth in Government Code sections 900 *et seq.* prior to filing any lawsuit against the DISTRICT. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Consultant. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Consultant shall be barred from bringing and maintaining a valid lawsuit against the DISTRICT.

(k) Time of Essence. Time is of the essence for each and every provision of this Agreement.

(l) DISTRICT's Right to Employ Other Consultants. DISTRICT reserves right to employ other consultants in connection with this Project. However, Consultant shall be

the exclusive consultant for purposes of the Services as noted within this Agreement, unless terminated as provided herein.

(m) Successors and Assigns. This Agreement shall be binding on the successors and assigns of the Parties, and shall not be assigned by Consultant without the prior written consent of DISTRICT.

(n) Amendments. This Agreement may not be amended except by a writing signed by the DISTRICT and Consultant.

(o) Severability. If any section, subsection, sentence, clause or phrases of this Agreement, or the application thereof to any of the Parties, is for any reason held invalid or unenforceable, the validity of the remainder of the Agreement shall not be affected thereby and may be enforced by the Parties to this Agreement.

(p) Interpretation. In interpreting this Agreement, it shall be deemed that it was prepared jointly by the Parties with full access to legal counsel of their own. No ambiguity shall be resolved against any party on the premise that it or its attorneys were solely responsible for drafting this Agreement or any provision thereof.

(q) Conflict of Interest. For the term of this Agreement, no member, officer or employee of DISTRICT, during the term of his or her service with DISTRICT, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

(r) Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of DISTRICT's Minority Business Enterprise program, if any, or other related programs or guidelines currently in effect or hereinafter enacted. Consultant must make a good faith effort to contact and utilize DVBE subcontractors or subconsultants and suppliers in securing bids for performance of the Agreement and shall be required to certify its good faith efforts towards retaining DVBE subcontractors or subconsultants and suppliers and identify DVBE firms utilized in performance of the Agreement.

(s) Fingerprinting Requirements. Consultant hereby acknowledges that, if applicable, it is required to comply with the requirements of Education Code Section 45125.1 with respect to fingerprinting of employees who may have contact with the DISTRICT's pupils. The Consultant shall also ensure that its consultants on the Project also comply with the requirements of Section 45125.1. If required by Education Code Section 45125.1, the Consultant must provide for the completion of a Fingerprint Certification form, in the DISTRICT's required format, prior to any of the Consultant's employees, or those of any other consultants, coming into contact with the DISTRICT's pupils. Consultant further acknowledges

that other fingerprinting requirements may apply, as set forth in Education Code Section 45125 et seq., and will comply with any such requirements.

(t) Non-Waiver. None of the provisions of this Agreement shall be considered waived by either party, unless such waiver is expressly specified in writing.

(u) Drug/Tobacco-Free Facilities. All DISTRICT facilities are drug and tobacco-free facilities. Any drug and/or tobacco use (smoked or smokeless) is prohibited at all times on all areas of DISTRICT facilities.

(v) Board Approval Required. This Agreement shall not be binding nor take effect unless approved or ratified by the DISTRICT Board of Education. Any amendments to this Agreement shall require Board approval or ratification.

(w) Exhibits and Recitals. All Exhibits and Recitals contained herein are hereby incorporated into this Agreement by this reference.

(x) Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original and all of which shall constitute one agreement.

(y) Authority to Execute. The persons executing this Agreement on behalf of their respective Parties represent and warrant that they have the authority to do so under law and from their respective Parties.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement by their authorized officers as of the day, month and year first written above.

SAN YSIDRO SCHOOL DISTRICT

By: _____
Name: Marilyn Adrianzen
Title: Chief Business Official

Attest:

By: _____
Name: _____
Title: _____

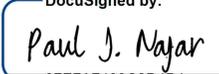
SYSD Board approved: _____

GAFCON, Inc.

DocuSigned by:

By: _____
Name: Robin Davenport
Title: Co-Chief Executive Officer

Attest:

DocuSigned by:

By: _____
Name: Paul J. Najjar
Title: SVP and General Counsel

33-0261441
Federal Tax I.D. Number

EXHIBIT A SCOPE OF WORK

Project Overview: The project management services will oversee the planning, design, and construction phases of the Building Facilities Projects (Reference Exhibit B) assigned to the Project Manager/Owner's Representative (PMOR). The goal is to ensure the successful completion of the Project(s) within the specified timeline, budget, and quality standards.

Services to be Provided:

1. Project Planning:

- Develop a comprehensive project plan outlining key milestones, deliverables, and timelines.
- Conduct feasibility studies and site analysis to assess Project requirements.
- Establish project goals, objectives, and success criteria.
- Outline a plan of required agencies, agency approvals, and time frames that are relevant for the success of the Project(s).

2. Design Management:

- Coordinate with architects, engineers, design-build teams, and other design professionals to develop project design documents.
- Review and approve design submissions to ensure compliance with project requirements and regulations.
- Manage the design review process and address any design-related issues or changes.

3. Construction Management:

- Oversee the selection and procurement of contractors and subcontractors.
- Monitor construction progress and quality to ensure adherence to project specifications and standards.
- Coordinate construction activities, including scheduling, budgeting, and procurement of materials and equipment.

4. Contract Administration:

- Prepare and administer contracts for project consultants, contractors, and suppliers.
- Review and approve payment requests, change orders, and other contractual documents.
- Monitor compliance with contract terms and conditions.

5. Risk Management:

- Identify potential risks and develop strategies to mitigate them.
- Monitor project risks throughout the project lifecycle and implement appropriate risk management measures.

6. Communication and Reporting:

- Facilitate regular project meetings with stakeholders to provide updates on project progress and address any issues or concerns.
- Prepare regular progress reports, including status updates, budget summaries, and risk assessments.
- Serve as the primary point of contact for project communications and inquiries.

7. Other Key Services:

- Final Review of Design/Build Criteria Documents: Assist with the finalization of the Criteria Documents for the two (2) major Design/Build projects.
- Design/Build Team Selection Process: Prepare and manage the selection and contracting process for the Design/Build team(s).
- CEQA Coordination: Coordinate the consultant services for the finalization of CEQA for the project(s).
- Obtain Testing/Inspection Contracts: Using existing Master Agreements, scope, negotiate and finalize Work Authorizations with service providers required to be provided by the Owner.
- Project Oversight: Provide overall project oversight to ensure that the design, construction, and closeout phases meet the project's goals, timeline, and budget. This includes, but is not limited to assistance with DSA coordination, utility provider support, and commissioning as the Owner's Representative.
- Communication and Coordination: Facilitate communication and coordination among all project stakeholders, including the owner, criteria architect, the D/B team, and regulatory authorities.
- Risk Management: Identify potential risks and develop strategies to mitigate and manage them effectively.
- Quality Control: Ensure that the project adheres to high-quality standards as dictated by the District Standards and Project Criteria as well as K-12 school best practices throughout the planning, assessment, design, construction, and closeout phases.
- Cost Management: Monitor and control project costs, providing regular updates to the District and addressing any deviations from the budget.
- Other usual and customary project support as Owner's Representative, including active campus support, coordination of interim housing, if needed, assistance with regulatory issues, and other similar duties directly related to the successful completion of the assigned project(s).

8. Qualifications

- Experience: Proven experience in serving as a Project Manager and/or an Owner's Representative for similar design/build, design/bid/build, and/or maintenance projects overseeing all phases from planning through construction on DSA (Division of the State Architect) projects.
- Expertise: Knowledge of relevant construction processes, design standards, and industry best practices. Certification by the DBIA is preferred.
- Communication Skills: Strong communication and interpersonal skills to facilitate effective collaboration among diverse project stakeholders.
- Problem-Solving: Demonstrated ability to identify and solve complex problems, ensuring the successful delivery of construction projects.
- References: Provide references from previous clients or project stakeholders attesting to the quality of services provided. Design/Build references preferred. Owner, contractor, and designer references are required for each project listed.
- Proximity: Although most Planning and Design activities can be performed virtually, it is imperative that the individual(s) selected reside in close proximity to the District for possible daily in-person attendance, particularly during construction. Individuals are expected to be available for in-person meetings within the District's boundaries for approximately an average of 2-3 days per week, prior to construction.

Deliverables:

- Project Plan
- Design Review Reports
- Construction Progress Reports
- Contract Documents (e.g., agreements, change orders)
- Risk Management Plan
- Regular Progress Reports

Timeline: The project management services will commence on **April 12, 2024** and continue until the completion of the construction phase, estimated to be **December 2026**.

Budget: The total Not-to-Exceed budget for project management services is **\$920,000**. Any additional expenses incurred beyond this budget will be subject to prior approval by the client.

Acceptance Criteria: The project management services will be deemed satisfactory on a monthly basis for payment and deemed satisfactory for Project Completion upon the successful completion of the project within the specified timeline, budget, and quality standards, as outlined in the project plan and agreed-upon deliverables.

EXHIBIT B PROJECT DESCRIPTION

PRIMARY DISTRICT PROJECTS (for the PMOR to manage) include, but are not limited to:

A. DESIGN/BUILD (D/B) PROJECTS DESCRIPTIONS:

1. "SYMS Revitalization Project" (San Ysidro Middle School Modernization Project):

a. Location: San Ysidro Middle School at 4345 Otay Mesa Rd, San Diego, CA 92154

b. SCOPE:

i. This is a Design/Build procurement project that is intended to modernize the San Ysidro Middle School's facilities towards State-of-the-Art buildings and spaces that support:

1. Innovative Learning Environments,
2. Advanced education,
3. 22nd Century teaching,
4. Cohesive STEAM opportunities, and
5. Collaborative Student Growth and Interactions in a Student Union type of setting.

ii. The Draft Design Criteria documents for this project are currently being finalized and estimated, however, the latest draft of the Criteria Documents is attached for your use and information.

c. SCHEDULE:

- i. March 2024: RFQ for PMOR
- ii. April 2024: Select PMOR and Finalize Criteria Documents
- iii. May – June 2024: Bid and select Design/Build Team
- iv. July 2024 – March 2025: Design process
- v. April 2025 – September 2025: DSA/Agency approval process
- vi. October 2025 – July 2026: Construction
- vii. August – September 2026: Closeout

d. BUDGET:

i. The work is budgeted at a construction value of approximately \$30 million.

2. "The New BCRC Project" (New Community Resource Center on the former Beyer ES site)

a. Location: 2312 E Beyer Blvd, San Diego, CA 92173

b. SCOPE:

i. This is a Design/Build procurement project that is intended to construct a new Community Resource Center on an empty site that used to house an elementary school (Beyer ES), which was torn down in 2012. Similar to the SYMS Revitalization Project, the intention is that the facilities are

flexible spaces that guide the District and Community towards State-of-the-Art buildings and spaces that support:

1. Progressive Community Resources,
 2. Abundant Family Resources,
 3. Creative Educational Resources, and
 4. Collaborative community growth, support and interactions in an innovative facilities and campus setting.
- ii. The Draft Design Criteria documents for this project are currently being finalized and estimated, however, the latest draft of the Criteria Documents is attached for your use and information.
- c. SCHEDULE:
- i. March 2024: RFQ for PMOR
 - ii. April 2024: Select PMOR and Finalize Criteria Documents
 - iii. May – June 2024: Bid and select Design/Build Team
 - iv. July – August 2024: Complete site assessment
 - v. July 2024 – March 2025: Design process
 - vi. April 2025 – September 2025: DSA/Agency approval process
 - vii. October 2025 – July 2026: Construction
 - viii. August – September 2026: Closeout
- d. BUDGET:
- i. The work is budgeted at a construction value of approximately \$16 million.

EXHIBIT C PROJECT MANAGEMENT FEES

A. COMPENSATION

1. Project Management Services shall be paid a Project Fee for the Project(s) not-to-exceed two and half percent (2.5%) of the total construction costs for the Project. Project Fee shall be paid on a monthly time-and-materials basis in conjunction with the combination of Project Management Services completed, Deliverables provided, and percentage complete of the Project(s).

- a. **Project Fee: Not-to-Exceed \$780,000.**

B. HOURLY RATES FOR CONSULTING SERVICES AND ADDITIONAL SERVICES

1. The Project Fee for (A) consulting assignments, and (B) the increase in the Project Fee for Additional Services of Manager, shall be determined by multiplying the hourly rates set forth below by the actual number of hours devoted to the performance of said services by the following Project Management Services personnel:
 - a. Position: Project Manager
 - i. Hourly Rate: An average of \$185/hour (over escalation)

However, this rate will be allowed to be adjusted annually according to the Federal Consumer Price Index (CPI), on January 1 of each subsequent new year, to a new rate agreed upon by the parties if the Manager's costs increase. If no agreement is reached, then the existing rate will apply for 30 days after the anniversary date, but after that time, Manager may cease providing such consulting and Additional Services.

The parties will mutually agree on market-based rates for any other personnel of Manager providing such planning and consulting services and/or Additional Services with respect to a Project. The parties may convert Manager's estimate of the required number of hours for a consulting assignment or Additional Services to a time-and-materials, not-to-exceed basis by mutual agreement; in that event, the lump sum fee shall be set forth in the Project Authorization.

3.0 REIMBURSABLE EXPENSES

In addition to the Project Fee, reimbursable expenses will be accepted, only, with prior written consent from the District. Reimbursable expenses shall be billed with 3% markup cost, and will include the following types of expenses: project management software costs (if a separate license must be acquired), reproduction of drawings, out-of-town travel, parking, and, if required to stay overnight from time to time, lodging and meals, as related to the Project(s).



PO/Authorization Request

PO/Authorization Request

Project: **CRCB-Community Resource Center - New Community Resource Center (FP)** Contract: **Gafcon, Inc.** Type: **Professional Services w/ Reimbursable Expenses**

Contract Summary		
Contract: Gafcon, Inc.	Contract Date: 04/25/24	Initial Contract: \$ 273,000.00
Vendor#: _____	NTP Date: _____	Changes: \$ -
Vendor: Gafcon, Inc	Duration Days: 0	Contract Amt: \$ 273,000.00
10301 Meanley Drive	CC Date: _____	Reimbursables: \$ 9,555.00
Suite 225, 250	NOC Date: _____	Contract + Reimbursables: \$ 282,555.00
San Diego, California 912131-3011		
Contact: _____	Description: Project Mgmt / Owner Rep CRCB DB Proj	Less Expended: \$ -
		Less Withholding: \$ -
		Available Bal: \$ 282,555.00

Routing List		
Review / Approval	Date	Signature/Initials
COLBI - FAST Tech B	04/19/2024	<i>Amy Moore</i>
COLBI - FAST Tech A	04/19/2024	<i>Khary S. Knowles</i>
Asst. Supt - Admin/Ldrshp/SS&S		
Acctng. Tech III -A		
COLBI - FAST Tech B		

Amount To Authorize: \$282,555.00

Accounting Data (PO Trans)						
Accounting Code String (ACS)	PO Number	Date	Authorized	PO Type	Description	
2139-9010305-0000-8500-6200-076-011	TBD	04/25/24	273,000.00	Contract	Project Mgmt / Owner Rep CRCB DB Proj	
2139-9010305-0000-8500-6200-076-011	TBD-R	04/25/24	9,555.00	Reimb	Reimb. for: Project Mgmt / Owner Rep CRCB DB Proj	
			Totals:			282,555.00

Purchase Order History									
PO/Amend/In voice	Date	Description	Authorized	Remittance	Balance	Payment Number	Payment Date		
PO#: TBD ACS: 2139-9010305-0000-8500-6200-076-011									
TBD	04/25/24	Project Mgmt / Owner Rep CRCB DB Pr	273,000.00		273,000.00				
			Totals:		273,000.00				
PO#: TBD-R ACS: 2139-9010305-0000-8500-6200-076-011									
TBD-R	04/25/24	Reimb. for: Project Mgmt / Owner Rep C	9,555.00		9,555.00				
			Totals:		9,555.00				

Transaction History									
PO/Invoice Number	Date	Audit Description	Authorized	Withheld	Remittance	Balance	Payment Number	Payment Date	
TBD	04/25/24	Project Mgmt / Owner Rep CRCB DB Pr	273,000.00			273,000.00			
			Totals:			273,000.00			



PO/Authorization Request

PO/Authorization Request

Project: **SYMS-Mod-San Ysidro Middle School - Modernization (FP) (A,B,C,D,G)** Contract: **Gafcon, Inc.** Type: **Professional Services w/ Reimbursable Expenses**

Contract Summary

Contract: Gafcon, Inc.	Contract Date: 04/25/24	Initial Contract: \$ 507,000.00
Vendor#: _____	NTP Date: _____	Changes: \$ -
Vendor: Gafcon, Inc	Duration Days: 0	Contract Amt: \$ 507,000.00
10301 Meanley Drive	CC Date: _____	Reimbursables: \$ 17,745.00
Suite 225, 250	NOC Date: _____	Contract + Reimbursables: \$ 524,745.00
San Diego, California 912131-3011		
Contact: _____	Description: Proj Mgmt/Owner Rep Svcs for DB SYMS	Less Expended: \$ -
		Less Withholding: \$ -
		Available Bal: \$ 524,745.00

Routing List

Review / Approval	Date	Signature/Initials
COLBI - FAST Tech B	04/19/2024	<i>Amy Moore</i>
COLBI - FAST Tech A	04/19/2024	<i>Khary S. Knowles</i>
Asst. Supt - Admin/Ldrshp/SS&S		
Acctng. Tech III -A		
COLBI - FAST Tech B		

Amount To Authorize: \$524,745.00

Accounting Data (PO Trans)

Accounting Code String (ACS)	PO Number	Date	Authorized	PO Type	Description
2139-9010314-0000-8500-6200-076-322	TBD	04/25/24	507,000.00	Contract	Proj Mgmt/Owner Rep Svcs for DB SYMS
2139-9010314-0000-8500-6200-076-322	TBD-R	04/25/24	17,745.00	Reimb	Reimb. For: Proj Mgmt/Owner Rep Svcs for DB SYMS
Totals:			524,745.00		

Purchase Order History

PO/Amend/In voice	Date	Description	Authorized	Remittance	Balance	Payment Number	Payment Date
PO#: TBD ACS: 2139-9010314-0000-8500-6200-076-322							
TBD	04/25/24	Proj Mgmt/Owner Rep Svcs for DB SYM:	507,000.00		507,000.00		
Totals:			507,000.00	-	507,000.00		
PO#: TBD-R ACS: 2139-9010314-0000-8500-6200-076-322							
TBD-R	04/25/24	Reimb. For: Proj Mgmt/Owner Rep Svcs	17,745.00		17,745.00		
Totals:			17,745.00	-	17,745.00		

Transaction History

PO/Invoice Number	Date	Audit Description	Authorized	Withheld	Remittance	Balance	Payment Number	Payment Date
TBD	04/25/24	Proj Mgmt/Owner Rep Svcs for DB SYM:	507,000.00			507,000.00		
Totals:			507,000.00	-	-			

SAN YSIDRO SCHOOL DISTRICT

GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: April 24, 2024

VIA: Gina A. Potter, Ed.D. Superintendent

FROM: Jose F. Iniguez, Ed.D., Assistant Superintendent of Admin. Leadership, School Support & Safety
[] Informational
[X] Action

AGENDA ITEM: AMENDMENT NO. 4 TO THE MASTER AGREEMENT WITH LORD ARCHITECTURE, INC.

BACKGROUND INFORMATION:

On June 9, 2022, the Governing Board approved the Master Agreement for Architectural Services with Lord Architecture, Inc. ("Agreement") to work on various facilities projects throughout the District. Additionally, the Governing Board has approved three (3) Amendments to this Agreement to assign specific projects to Lord Architecture, Inc. This Amendment No. 4 is the continuation of the initial site study of Amendment No. 3.

In preparation for anticipated enrollment next year at the Ocean View Hills School, Staff has determined that two (2) new classrooms and one (1) remodeled Universal Preschool/Transitional Kindergarten ("UPTK") classroom will be needed for the 2024-2025 school year. In light of these additional classrooms, the District has identified the need for additional architectural services from Lord Architecture, Inc. pursuant to the Master Agreement for the following projects:

Table with 3 columns: Site, Title, Fee. Rows include Ocean View Hills 2 Classroom Addition Project (\$62,425.00), Ocean View Hills Science Classroom Revisions Project (\$24,040.00), and a Total row (\$86,465.00).

OVH - 2 Classroom Addition Project: Add two (2) 960 square feet portable building classrooms with sinks and district-standard technology due to anticipated enrollment growth for the 2024-2025 school year.

OVH - Science Classroom Revisions Project: Classroom revisions to the "Science" classroom #44 to become a Universal Transitional Kindergarten classroom. This classroom will be a minimum of 1200 square feet with immediate access to two (2) gender-neutral restrooms for the UPTK students. All plumbing fixtures and amenities within said restrooms will accommodate students of ages 3-6 and meeting ADA code requirements. [non-DSA]

RECOMMENDATION:

Approve Amendment No. 4 to the Master Agreement with Lord Architecture, Inc. to provide architectural services for the installation of 2 classroom portables and a science classroom revision into a UPTK classroom at Ocean View Hills School for the 2024-2025 school year for \$86,465.00 from Developer Fee funds.

LCAP GOAL AND ACTION/SERVICE (please indicate):

[] Renewal [] New [X] Amendment [] Ratify [] Other

Financial Implications?

Are funds for this item available in the 2023-2024 Budget?

Requisition #

[X] Yes [] No

[X] Yes [] No

\$86,465.00

Developer Fees

(Amount)

(Name of funding source and/or location)

Recommended for: [X] Approval [] Denial Certification Requested [] Yes [] No

**FOURTH AMENDMENT TO
MASTER AGREEMENT FOR ARCHITECTURAL SERVICES**

THIS FOURTH AMENDMENT ("Fourth Amendment") is made and entered into as of the final signature hereto, by and between the **SAN YSIDRO SCHOOL DISTRICT**, (hereinafter referred to as the "District"), and **LORD ARCHITECTURE INC.** (hereinafter referred to as "Architect").

RECITALS

WHEREAS, on or about May 20, 2022 , the District and Architect entered into a Master Agreement For Architectural Services (the "Agreement") with Architect for provision of architectural services based on the District projects outlined in the 2021 Facilities Master Plan Update, 2016 Facilities Master Plan and other special projects, including bond funded work and work funded by other sources (collectively, the "Project"), with work to be assigned to Architect upon mutual written amendment to the Agreement as specific architectural work for specific components of the Project; and

WHEREAS, on or about November 11, 2022, the Parties added work at La Mirada School, and the Universal Transitional Kindergarten program at 3 sites via Amendment 1; and

WHEREAS, on or about February 9, 2023, the Parties added work at Vista Del Mar Middle School via Amendment 2;

WHEREAS, on or about September 8, 2023, the Parties added work at Ocean View Hills: Two (2) portable classroom addition due to growth via Amendment 3;

WHEREAS, the District has now identified the need for architectural services pursuant to the Agreement for the following component(s) of the Project:

Ocean View Hills: 2 Classroom Addition Project (due to growth) – Phase 2 (All Phases except "Initial Planning Phase" (which was previously completed), and;

WHEREAS, the District has now identified the need for architectural services pursuant to the Agreement for the following component(s) of the Project:

Ocean View Hills: Science Classroom Revisions Project (due to anticipated Universal Transitional Kindergarten ("UTK") growth) – All Phases.

WHEREAS, the Agreement permits the District and Architect to amend the terms and conditions of the Agreement upon mutual written agreement of the Parties; and

WHEREAS, the District and Architect now desire to amend the Agreement to explicitly memorialize the mutually agreed upon scope of work and fee for Architect to provide scoping services for the component(s) of the Project identified above and to update the hourly rates,

AGREEMENT

NOW, THEREFORE, in good and valuable consideration of the mutual promises and covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

I. Amendment Terms.

The Agreement is hereby amended as follows:

- A. **Ocean View Hills: 2 Classroom Addition Project** (due to growth) – Phase 2 (All Phases except “Initial Planning Phase” (which was previously completed).
- a. Project Description: [No revisions.]
 - b. Scope of Project Component Assigned: All such design services beginning with the “Schematic Design Phase” shall, at all times, be fully compliant with all terms and conditions of the original Agreement, including, but not limited to the standard requirements for design services set forth therein.
 - c. Compensation: The Architect’s compensation for the work set forth in this Amendment shall be a flat fee of **\$54,225.00** plus reimbursables up to five percent (5%) of the flat fee at cost plus 5% (= **\$2750.00**). In addition, an owner-controlled contingency of up to 10% (= **\$5450.00**) is included which may be invoked by mutual agreement and in writing in advance by the District for issues that arise that are unanticipated. The maximum value of Fees for this Project is \$62,425.00. All work shall be paperless and the District will provide any existing legacy data electronically.
- B. **Ocean View Hills: Science Classroom Revisions Project** (due to anticipated Universal Transitional Kindergarten (“UTK”) growth).
- a. Project Description: Classroom revisions to the “Science” classroom #44 to become a Universal Transitional Kindergarten classroom. This classroom will be a minimum of 1200 square feet with immediate access to two (2) gender-neutral restrooms for the UTK students. All plumbing fixtures and amenities within said restrooms will accommodate students of ages 3-6 and meeting ADA code requirements.
 - b. Scope of Project Component Assigned: All such design services shall, at all times, be fully compliant with all terms and conditions of the original Agreement, including, but not limited to the standard requirements for design services set forth therein.
 - c. Compensation. The Architect’s compensation for the work set forth in this Amendment shall be a flat fee of **\$20,900.00** plus reimbursables up to five percent (5%) of the flat fee at cost plus 5% (= **\$1050.00**). In addition, an owner-controlled

contingency of up to 10% (= \$2090.00) is included which may be invoked by mutual agreement and in writing in advance by the District for issues that arise that are unanticipated. The maximum value of Fees for this Project is \$24,040.00. All work shall be paperless and the District will provide any existing legacy data electronically.

- C. The Master Agreement and all subsequent amendments are hereby issued the contract number of 2205. This contract number shall be used on each invoice or other contract-specific correspondence.

This Amendment shall only be effective upon the execution by both the District and Architect.

This Amendment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

This Amendment shall affect only the items specifically set forth herein, and all other terms and conditions of the original Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have, by their duly authorized representatives, executed this Amendment to the Agreement for Architectural Services, as of the month, day and year of the final signature below.

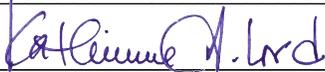
SAN YSIDRO SCHOOL DISTRICT

LORD ARCHITECTURE, INC.

Date: _____

Date: 4/2/24

By: _____

By: 

Name: Marilyn Adrianzen

Name: Katherine I. Lord

Title: Chief Business Official

Title: Principal

Board approved:



March 12, 2024

Mr. Khary Knowles
Colbi Technologies
C/O San Ysidro School District
4350 Otay Mesa Road
San Ysidro, CA 92173

Re: Ocean View Hills Elementary School – (2) New Relocatable Classroom Buildings
LAI Project # 0814-112

Dear Khary,

Please see requested information based on our site visit. Per our discussions, we are submitting this proposal for Phases 1-6 for adding (2) two relocatable classroom buildings at Ocean View Hills Elementary School for the beginning of the 2024-2025 school year which begins July 29, 2024.

PROJECT DESCRIPTIONS

Installation of (2) DSA CBC 2022 approved 24’ X 40’ Relocatable Classroom Buildings on wood foundations and AC paving. Classrooms are assumed to require all support low voltage systems, and DSA pre-approved ramps at each classroom. It is assumed that these buildings will be purchased by the District possibly through a Piggy-Back procurement process.

BASIC ARCHITECTURAL SERVICES

1. Site Review and As-Built Documentation Phase:

- a. Review all District documents to understand the construction of the existing building and site.
- b. Develop electronic drawing bases for the site and the buildings (unless electronic documents are available from the School District) that will be used for presentations and future construction documents.
- c. Complete a site survey to determine the existing conditions of the site and confirm placement of the new buildings. `Confirm utility points of connection.
- d. Complete a preliminary code review.
- e. Complete a specific site survey to determine Path of Travel to accessible parking in the closest parking lot to the new buildings.
- f. Meet with the District to determine the desired program and required location of buildings.
- g. Consultants include Johnson Consulting Engineers (John Frisbie, Electrical Engineer) and Snipes-Dye (Matt Kurtz, Civil Engineer). No structural work is anticipated at this phase.

<u>Compensation for Site Review Phase:</u>	Architectural	\$3,500
	Civil	\$3,000
	Electrical	<u>\$1,200</u>
	Subtotal	\$7,700
	Utility and Partial Topographic Survey	<u>\$12,000</u>

2. Construction Documents Phase:

- a. Final design of all required utility systems and components including:

- Site electrical connections including all low voltage systems (Data, Fire Alarm, Security) to the classroom building.
- Water and sewer connections to the classrooms. All storm water will be addressed with a sump and drain across the existing hardcourt play area.
- Site ADA accessibility documents using previously approved plans and site verifications.
- Book Specifications will not be required.

Compensation for CD Phase:

Architectural:	\$12,575
Civil:	\$9,165
Electrical:	<u>\$2,500</u>
Sub-Total	\$16,090

3. DSA Approval Phase:

- a. Submit drawings to DSA for an OTC appointment for review and approval.
- b. Complete all back-check items. If possible, use the electronic review process.

Compensation for DSA Approval Phase:

Architectural:	\$1,500
Civil:	\$1,500
Electrical:	<u>\$500</u>
Sub-Total	\$3,500

4. Bidding Phase:

- a. Assist the District with bidding using a competitive bid process.
- b. Attend pre-bid conference and site walk.
- c. Respond to questions by prospective bidders and subcontractors.
- d. Issue addendum(s) per SYSD format as may be appropriate.

Compensation for Bidding:

Architectural:	\$1,500
Civil:	\$500
Electrical:	<u>\$500</u>
Sub-Total	\$2,500

5. Construction Administration Phase:

- a. Coordinate and attend pre-construction meeting.
- b. Complete RFI's and submittal reviews.
- c. Site visits will be scheduled concurrent with weekly construction meetings. (6 meetings)
- d. Review and issue instructions to the Contractor/District regarding RFI's, Field Directives, Change Directives (CCD) and Changes Order requests. Submit all changes to DSA as required for approval.
- e. Review site installation and building and submit a Punchlist for Contractor corrections.
- f. Assist the Owner with the Final Notice of Completion.
- g. Complete all DSA required paperwork to insure issuance of a Letter of Certification.

Compensation for Construction Administration:

Architectural:	\$4,600
Civil:	\$3,835
Electrical:	<u>\$1,500</u>
Sub-Total	\$9,935

6. DSA Project Close-Out Phase:

- a. Prepare Close-out documents, including processing of all change orders, special inspection reports and Notices of Completion.

<u>Compensation for DSA Close-out:</u>	Fixed Fee:	\$1,500
TOTAL FIXED DESIGN FEES	\$41,225	
Topo & Utility Survey	\$12,000.	
Reimbursable Expenses	Up to <u>\$1,000</u> unless agreed to otherwise	
Grand TOTAL	\$54,225	

Items not included in Fees listed above:

- A. Full-time, on-site inspection
- C. Wetlands investigation or biological assessment
- D. Subsurface exploration and excavations for verification of existing utilities
- E. Traffic Study
- F. Permit and Plan Check fees assessed by permit authorities. (DSA, CV Fire Dept., Health Dept.)

ADDITIONAL SERVICES

During the course of performing our basic services, we can provide additional services that are beyond the scope of work covered by our basic services. These additional services will only be performed when authorized by the Owner. The following is a list of potential additional services that you may wish us to perform at your option.

1. Revise previously approved drawings or documents if the School District requests a change in scope to the project.
2. Attending meetings beyond those stipulated under Basic Services, when requested by the School District, shall be performed as an additional service.
3. Prepare in-house study models, 3-D sketch renderings and/or computer generated 3-D presentation illustrations.
4. Coordinate the efforts of special consultants hired directly by the Owner.
5. At the option of the District, the Architect shall hire consultants or engineers to provide extra services beyond those covered as part of the basic services. Such consultants and engineers shall include, but are not limited to, environmental consultants, communications consultants, kitchen designers, professional illustrators and professional model builders. The services of such consultants and engineers shall be furnished as an additional service.
6. If the District hires any consultants or engineers not listed in the services above, any work the Architect performs to coordinate or support their efforts shall be performed as an additional service.
7. Providing any other services not otherwise included in this Agreement or not customarily furnished in accordance with generally accepted architectural practice shall be performed as an additional service.
8. Public Improvement Plans (Off-Site)

PROPOSED COMPENSATION

Compensation for Hourly Services

Additional services as listed in this proposal shall only be performed if authorized by the Owner. Fees for the additional service work shall be determined by negotiated lump sums or by the actual hours worked and the hourly rates of the professionals involved. Hourly rates for additional service work performed by

the staff of **Lord Architecture Inc.** for 2024 calendar year have been previously negotiated in the Master Agreement and subsequent addenda.

We hope that this proposal is in line with your expectations. If you have any questions or require clarifications, please do not hesitate to call me.

REIMBURSABLE EXPENSES

During the course of performing our basic services, we will incur expenses related to those efforts. An additional allowance of **\$1,000.00 as listed** is requested for reimbursable expenses during the project for scanning of printed documents and printing of multiple copies required for reviews, expedited delivery or other similar out of pocket expenses.

Compensation for Reimbursable Expenses

Scanning, Printing, Reproduction, Photographs, Government Documents, Special Postage and Delivery Fees.....Cost plus 5%

MileageNo charge for mileage within San Diego County

We hope that this proposal is in line with your expectations. If you have any questions or require clarifications, please do not hesitate to call me.

Sincerely,



Katherine I. Lord
Principal, AIA, LEED AP

CC: J. Dyke, B. Lord, File



March 12, 2024

Mr. Khary Knowles
Colbi Technologies
C/O San Ysidro School District
4350 Otay Mesa Road
San Ysidro, CA 92173

Re: Ocean View Hills Elementary School – Science Classroom Renovation for UTK
LAI Project # 0814-113

Dear Khary,

Per our discussions on March 7, 2024, we are submitting our proposal for the renovation of Science Classroom 44 as follows:

PROJECT DESCRIPTIONS

1. Remove all science related cabinets, countertops and utilities including the fume hood to create a UTK classroom.
2. Assist the District with cleaning up the adjacent student restrooms and making them useable for the students.
3. Change out toilets in the adjacent restrooms for smaller toilets, applicable for ages 3-6.
4. Attend one (1) meeting for review of plans and colors.
5. Remove sinks and cap water piping, gas piping and sewer lines back into the walls. Repair the floor where piping is no longer required.
6. Assist the District with studying a location for a storage “Tuff-Shed” for After School equipment that currently resides in the Science Room.
7. Complete installation of data per District requirements, including a “SmartBoard”.
8. Complete limited specifications for bidding purposes.
9. This project will not be submitted to DSA for review and approval.

BASIC ARCHITECTURAL SERVICES

1. Construction Documents Phase:

- a. Final design of all required utility systems and components including:
 - o Electrical connections including all low voltage systems (Data, Fire Alarm, Security) to the classroom.
 - o Removal and relocation of water, gas and sewer lines and fixtures within the classroom.
 - o Replacement of toilet fixtures in Restrooms.
 - o Confirmation that sinks meet current code of wheelchair access.
 - o Limited book specifications for bidding.

<u>Compensation for Consultation Phase:</u>	Architectural	\$10,400
	Electrical	<u>\$4,500</u>
	Plumbing	<u>\$3,000</u>
	Subtotal	\$17,900

2. Construction Administration Phase:

- a. Coordinate and attend pre-construction meeting.
- b. Complete RFI's and submittal reviews..
- c. Site visits will be scheduled concurrent with weekly construction meetings. (3 meetings)
- d. Review and issue instructions to the Contractor/District regarding RFI's, Field Directives, Change Directives (CCD) and Changes Order requests.
- e. Review site installations and submit a Punchlist for Contractor corrections.
- f. Assist the Owner with the Final Notice of Completion.

Compensation for Construction Admin.:

Architectural:	\$2,000
Electrical:	\$500
Plumbing	<u>\$500</u>
Sub-Total	\$3,000

TOTAL FIXED DESIGN FEES	\$20,900
Reimbursable Expenses	Up to \$1,000 unless agreed to otherwise

Items not included in Fees listed above:

- A. Full-time, on-site inspection
- B. Permit and Plan Check fees assessed by permit authorities.
- C. Laboratory charges for construction testing

ADDITIONAL SERVICES

During the course of performing our basic services, we can provide additional services that are beyond the scope of work covered by our basic services. These additional services will only be performed when authorized by the Owner. The following is a list of potential additional services that you may wish us to perform at your option.

- 1. Revise previously approved drawings or documents if the School District requests a change in scope to the project.
- 2. Attending meetings beyond those stipulated under Basic Services, when requested by the School District, shall be performed as an additional service.
- 3. Prepare in-house study models, 3-D sketch renderings and/or computer generated 3-D presentation illustrations.
- 4. Coordinate the efforts of special consultants hired directly by the Owner.
- 5. At the option of the District, the Architect shall hire consultants or engineers to provide extra services beyond those covered as part of the basic services. Such consultants and engineers shall include, but are not limited to, environmental consultants, communications consultants, kitchen designers, professional illustrators and professional model builders. The services of such consultants and engineers shall be furnished as an additional service.
- 6. If the District hires any consultants or engineers not listed in the services above, any work the Architect performs to coordinate or support their efforts shall be performed as an additional service.
- 7. Providing any other services not otherwise included in this Agreement or not customarily furnished in accordance with generally accepted architectural practice shall be performed as an additional service.
- 8. Public Improvement Plans (Off-Site)

PROPOSED COMPENSATION.

Compensation for Hourly Services

Additional services as listed in this proposal shall only be performed if authorized by the Owner. Fees for the additional service work shall be determined by negotiated lump sums or by the actual hours worked and the hourly rates of the professionals involved. Hourly rates for additional service work performed by the staff of **Lord Architecture Inc.** for 2024 have been previously negotiated in the Master Agreement and subsequent addenda.

REIMBURSABLE EXPENSES

During the course of performing our basic services, we will incur expenses related to those efforts. An additional allowance of **\$1,000** is requested for reimbursable expenses during the project for scanning of printed documents and printing of multiple copies required for reviews, expedited delivery or other similar out of pocket expenses.

Compensation for Reimbursable Expenses

Scanning, Printing, Reproduction, Photographs, Government Documents, Special Postage and Delivery Fees.....Cost plus 10%

Mileage within San Diego County.....part of base contract

We hope that this proposal is in line with your expectations. If you have any questions or require clarifications, please do not hesitate to call me.

Sincerely,



Katherine I. Lord
Principal, AIA, LEED AP

CC: J. Dyke, B. Lord, File



PO/Authorization Request

Lord Architecture

Amend #4 - OVH Portables

PO/Authorization Request

Project: **OVHE- 2 Portables Phase 2-Ocean View Hills Elementary School - 2 Growth Portables- Phase 2 (FP)**

Contract: **Lord Architecture** Type: **Prof. Services w/ Remb Expenses**

Contract Summary

Contract: Lord Architecture	Contract Date: 04/02/24	Initial Contract: \$ 82,665.00
Vendor#: _____	NTP Date: _____	Changes: \$ -
Vendor: Lord Architecture, Inc.	Duration Days: 0	Contract Amt: \$ 82,665.00
1650 Iberia Place, Suite 210	CC Date: _____	Reimbursables: \$ 3,800.00
San Diego, California 92128-2455	NOC Date: _____	Contract + Reimbursables: \$ 86,465.00
Contact: _____	Description: Amend. 4 Add'l Portable(2) and revision of science rm.	Less Expended: \$ -
		Less Withholding: \$ -
		Available Bal: \$ 86,465.00

Routing List

Review / Approval	Date	Signature/Initials
COLBI - FAST Tech B	04/22/2024	<i>Amy Moore</i>
COLBI - FAST Tech A	04/22/2024	<i>Khary S. Knowles</i>
Asst. Supt - Admin/Ldrshp/SS&S		
Acctng. Tech III -A		
COLBI - FAST Tech B		

Amount To Authorize: \$86,465.00

Accounting Data (PO Trans)

Accounting Code String (ACS)	PO Number	Date	Authorized	PO Type	Description
2518-9010501-0000-8500-6200-015-324	TBD	04/02/24	82,665.00	Contract	Amend. 4 Add'l Portable(2) and revision of science rm.
2518-9010501-0000-8500-6200-015-324	TBD	04/02/24	3,800.00	Reimb	Initial Reimbursable Authorization
Totals:			86,465.00		

Purchase Order History

PO/Amend/In voice	Date	Description	Authorized	Remittance	Balance	Payment Number	Payment Date
PO#: TBD ACS: 2518-9010501-0000-8500-6200-015-324							
TBD	04/02/24	Amend. 4 Add'l Portable(2) and revision of science rm.	82,665.00		82,665.00		
Totals:			82,665.00	-	82,665.00		
PO#: TBD ACS: 2518-9010501-0000-8500-6200-015-324							
TBD	04/02/24	Initial Reimbursable Authorization	3,800.00		3,800.00		
Totals:			3,800.00	-	3,800.00		

Transaction History

PO/Invoice Number	Date	Audit Description	Authorized	Withheld	Remittance	Balance	Payment Number	Payment Date
TBD	04/02/24	Amend. 4 Add'l Portable(2) and revision of science rm.	82,665.00			82,665.00		
Totals:			82,665.00	-	-			

SAN YSIDRO SCHOOL DISTRICT GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: April 24, 2024

VIA: Gina A. Potter, Ed.D.
Superintendent

FROM:
Jose F. Iniguez, Ed.D., Assistant
Superintendent of Admin. Leadership,
School Support & Safety

Informational
 Action

AGENDA ITEM: AGREEMENT WITH AMERICAN MODULAR SYSTEMS VIA A PIGGYBACK AGREEMENT WITH SANTA CRUZ CITY SCHOOLS FACILITY SERVICES

District Staff has determined via Capacity Study and Enrollment Projections that Ocean View Hills needs two (2) new classrooms for enrollment growth for the 2024-2025 school year. Due to the limited time to design and install 2 new classrooms, Staff is recommending the installation of portable classrooms and to purchase the portables through a “Piggyback” purchasing contract.

District Staff requested quotes from two (2) entities with Piggyback Portable Classrooms and received two (2) proposed quotes to purchase two classroom portable buildings. Based on the results of this informal Piggyback bid, Staff recommends proceeding with the lowest-priced quote, American Modular Systems (“AMS”), using the provisions of the Santa Cruz City Schools Facility Services piggyback agreement (Term June 11, 2023 to June 10, 2024).

Product Description: Two – 24’x40’ DSA-approved Portable Classroom buildings (no installation included).

Construction and installation of the two portable buildings will be via a formal bid process for contractors.

RECOMMENDATION:

Approve the agreement with American Modular Systems to provide two 24’x40’ portable classroom buildings for projected 2024-25 enrollment growth at Ocean View Hills using an existing "piggyback" agreement between American Modular Systems and Santa Cruz City Schools Facility Services. The cost implications of \$234,760.00 will be paid from Developer Fees funds.

LCAP GOAL AND ACTION/SERVICE (please indicate):

Goal 7.0 – Provide sufficient, safe, well-maintained, and visually appealing facilities that create an environment for improving student achievement.

Renewal New Amendment Ratify Other

Financial Implications?

Yes No

Are funds for this item available in the 2023-2024 Budget?

Yes No N/A

Requisition #

N/A

\$234,760.00

(Amount)

Developer Fees

(Name of funding source and/or location)

Recommended for: Approval Denial Certification Requested Yes No



American Modular Systems
 787 Spreckels Avenue
 Manteca CA, 95336
 P 209.825.1921

April 4, 2024

San Ysidro School District
 4350 Otay Mesa Road
 San Ysidro, CA 92173

ATTN: Jose Iniguez, Assistant Superintendent Administrative Leadership, School Support & Safety

RE: Proposal for (2) 24x40 Portable Classroom Buildings at Ocean View Hills Elementary School

American Modular Systems is pleased to provide our proposal for two 24x40 portable classroom buildings for San Ysidro School District – Ocean View Hills Elementary School site. Our pricing is based on the AMS 24x40 2019 CBC PC structure as basis of design and AMS floor plan as attached hereto, the provisions of the Santa Cruz City Schools Facility Services Contract, and the scope of work as outlined in Inclusions and Exclusions below. The omission of any item(s) not listed in the assumed scope shall not be construed to be included in this pricing.

Base Building(s): consists of steel rigid frame construction, Type V non-rated construction, 20 lb roof load, wood floor w/50+15 PSF floor load, 99 basic wind load, 2019 CBC, Ss = 0.867 (no soils report was provided), Non WUI, Climate zone 7, FOB 4919 Del Sol Blvd., San Diego, CA 92154.

(2) 24x40 DSA Portable Classroom Building – 960 sf/ea (right hands) (with sink w/base cabinet)	\$231,560.00
Design and Engineering (due at DSA submittal)	\$ 3,200.00
PROJECT TOTAL – 1,920 sf	<u>\$234,760.00</u>

Terms:

Monthly progress payment net 20 days. Quote good for 60 days. Design fees due at DSA submittal.

Estimated Schedule:

Signed Proposal	April 12, 2024
Contract / PO	April 12, 2024
AMS Stockpile Drawings to AOR	April 8, 2024
DSA Approval	end of April *estimated
Substantial Completion	June 2024

The project schedule is an estimation contingent upon agency required approval(s), as well as availability of building materials and may be subject to change. The materials listed within are based on the availability at the time this proposal was generated. Should such availability change, the client will be consulted to assess whether substitution or alteration will be required to maintain the project schedule or if the schedule will need to be adjusted. Fabrication will take place upon factory availability.

Attachments/Exhibits:

AMS Conceptual Floor Plan attached





American Modular Systems
 787 Spreckels Avenue
 Manteca CA, 95336
 P 209.825.1921

Notes:

- Project milestone schedule not provided to AMS at time of project proposal. All pricing is based on plan submission in 2024 and substantial completion in 2024. Building delivery beyond 2024 may result in price escalation contingent upon construction material costs. To ensure a timely building delivery, please coordinate a project milestone schedule with AMS within 15 days upon acceptance of this proposal;
- All ideas, concepts and/or files are to be considered instruments of services and intellectual property of AMS;
- All intellectual property contained within the project documents, drawings, and specifications are the property of American Modular Systems (AMS) and will remain the sole property of AMS. These documents, drawings, and specifications may not be reproduced, transmitted, copied, or distributed for bidding or construction purposes for any contractor other than AMS except as expressly permitted by written agreement with AMS.
- Architect drawings/renderings are for conceptual reference only. Final design and layout by AMS;
- 2" Slurry in crawlspace is mandatory for enhanced air quality;
- All AMS products are to be considered relocatable at any future date after the initial installation;
- All site labor non-union prevailing wage;
- POCs to be identical for all buildings;
- AMS factory standard materials and colors listed in project Inclusions;
- Electrical Layouts for all buildings to be identical.

Thank you for the opportunity to provide our proposal. Should you have any questions, please contact Suzanne Willis at (951) 852-6384 or via email at suzanne.w@americanmodular.com.

Accepted By:

San Ysidro School District

Signature

Marilyn Adrianzen

Printed Name

Chief Business Official

Title

Date

SW

Board approved: _____

American Modular Systems, Inc.



Signature

David Smith

Printed Name

Program Manager

Title

4/9/24

Date



INCLUSIONS:

BUILDING ENVELOPE:

- 2019 CBC (AMS approved stockpile)
- Engineering & Design per AMS PC
- Standard delivery/Set-up
- Steel moment frame DSA PC basis of design
- 20ga standing seam galvanized metal roof, standard ¼:12 single slope to rear, with R-19 Insulation
- Reinforced plywood sub floors w/50+15# floor load floor load w/R-13 insulation
- 2"x4" wood framed exterior walls with R-13 Insulation
- (2) AMS Standard tempered, dual glazed, bronze anodized non-operable 8'-0 x 4'-0 aluminium framed windows per building
- PC based standard wood foundation
- (1) AMS Standard 12' ramp w/5x7 standard landing per building

EXTERIOR:

- (1) 3070 Hollow Metal Exterior Doors 18ga w/16ga HMKD exterior door frames w/AMS Standard Schlage Cylindrical door hardware and accessories
- Duratemp Exterior Siding
- Primed Exterior – Final Paint by District
- 5 ft front overhang, 2 ft. rear overhang, no side overhangs
- Non-enclosed soffits
- AMS Standard gutters and 2"x3" downspouts

INTERIOR :

- 8'6" suspended T-bar ceilings with Armstrong 2'x4' lay-in fiberglass ceiling tiles
- AMS standard vinyl tackboard interior wall covering over ½" gypsum board, batten close-up, Misty Grey
- (2) 8'x4' White AMS Standard Markerboards
- Wood subfloor only – flooring and base to be OFOI

MECHANICAL:

- Single phase all exterior wall mounted electric HVAC unit w/Merv 13 filter
- Programmable T-Stat
- Standard ducted supply registers

LIGHTING, ELECTRICAL, DATA:

- AMS Standard LED Recessed 2x4 Troffer interior lighting
- Occupancy sensors
- (1) AMS standard exterior light fixture at exterior door
- In-wall Fire Alarm boxes and conduit per AMS PC
- Single phase Nema 1 100 AMP electrical panel stubbed to exterior (energized by others)
- J-Boxes for data and voice per PC (no alterations)
- Standard duplex receptacles per AMS PC (no alterations)
- GFI outlet

PLUMBING:

- AMS Standard classroom sink and faucet w/base cabinet

ADDITIONAL FEATURES/ITEMS:

- Wall- mounted fire extinguisher
- Project/contract supervision
- AMS standard one year warranty
- Sales tax
- DSA in-plant inspections
- DSA approval fees

EXCLUSIONS:

GENERAL SPECIFICATION, FEES, AND SITE REQUIREMENTS:

- DSA site plan/approval fees, DSA site inspection fees
- Architect fees
- PLA/PSA, Any/All Union Labor
- Skilled and trained workforce requirements
- Any / all contractual obligations as per site LLB contractor, if applicable
- Builders Risk Insurance / Any special insurance requirements other than AMS standard
- Police Escorts (if required)
- Traffic Control / Coordination and any associated fees
- Site security to include the delivered buildings
- STC Rated Doors, Walls, Windows
- Fire rated walls
- Airport proximity STC compliance
- Extreme climate zone HVAC coordination
- Solar option design/approval
- LEED or CHPS requirements / certification
- Securing and paying for off-site staging area
- Staging site damages due to unknown conditions
- WUI Code
- Roof water testing/ Door flood test/ Flood test
- Protection of sidewalks/driveways during building delivery
- Shuttling fees from offsite staging area to project site / building location(s)

FOUNDATION, FOUNDATION PREP:

- Concrete foundations, foundation embeds, vent/access wells, drywells, site demolition/removal of existing parking lot, foundation pad/pit excavation, import/export soils, backfill and compaction (minimum of 5' around foundations), off-haul of spoils
- Condensate drain connections
- Foundation drains
- Special engineered footing other than PC
- Surveying, grading, site preparation/site improvements, building pad preparation
- Plans showing grades, benchmarks, maintenance of benchmarks, setbacks, finish floor heights, etc.
- Adequate all-weather vehicle/trades access to building pad
- Soils testing, soils reports, geo hazard report/testing
- Special handling due to inaccessible site conditions
- Special / higher ton crane due to site constraints/access
- Crane charges, if necessary

EQUIPMENT AND DEVICES:

- Extended / customized ramps or landings Ramps / Landings / Railings / Ramp transitions to grade
- Ramps/ramp transitions to grade deviating from approved AMS steel ramp shop drawing
- Water flow test
- Roof ladder / hatches
- Exterior/interior drinking fountain
- Drinking fountain guardrails
- Fire alarm system
- Generators
- Solar panels / batteries
- Solatubes
- Exterior Door Stops
- Fire Sprinkler System

ELECTRICAL AND DATA:

- EMS systems, EMCS systems pathways and/or coordination
- Load monitoring provisions
- Low voltage systems, motion detectors, intrusion/security systems, cameras, keypads, access controls, electronic door hardware
- Low voltage conduits in chases/attics
- MDF / IDF cabinets, wires, devices or pathways, pull strings
- Inter-Connection between buildings and EMS
- Electrical sub-panel connections to main electrical distribution panels in crawl space, including pathway and conductors
- ALL Signage
- Floor receptacles / data
- Projection screens, projectors, TV/monitor and brackets, CCTV
- Lighting control system

SITE, FINAL CONNECTION, DRAINAGE AND PLUMBING:

- Full-time supervision
- Temporary power/water/phone, job trailer, fencing, internet
- Dust control, project debris bin
- SWPPP
- Security, portable toilets, dumpster, storage
- Sidewalks, flatwork, curbs, mow strips, landscaping
- Utilities/connections
- RWL connections to underground
- Interior/Exterior hose bibs

MISCELLANEOUS:

- Flooring and base
- Painting of the building
- Interior offices
- Teaching Wall w/Sliding Markerboards
- Sealing/waxing of finish floor coverings
- Epoxy grouts, grout sealers
- Window coverings, security screens, window/building awnings, side overhangs
- Appliances, furniture
- Master keying

- Air balance reports/testing
- Water chlorination testing/certification
- Professional Cleaning
- Working evenings, weekends and/or holidays is not included

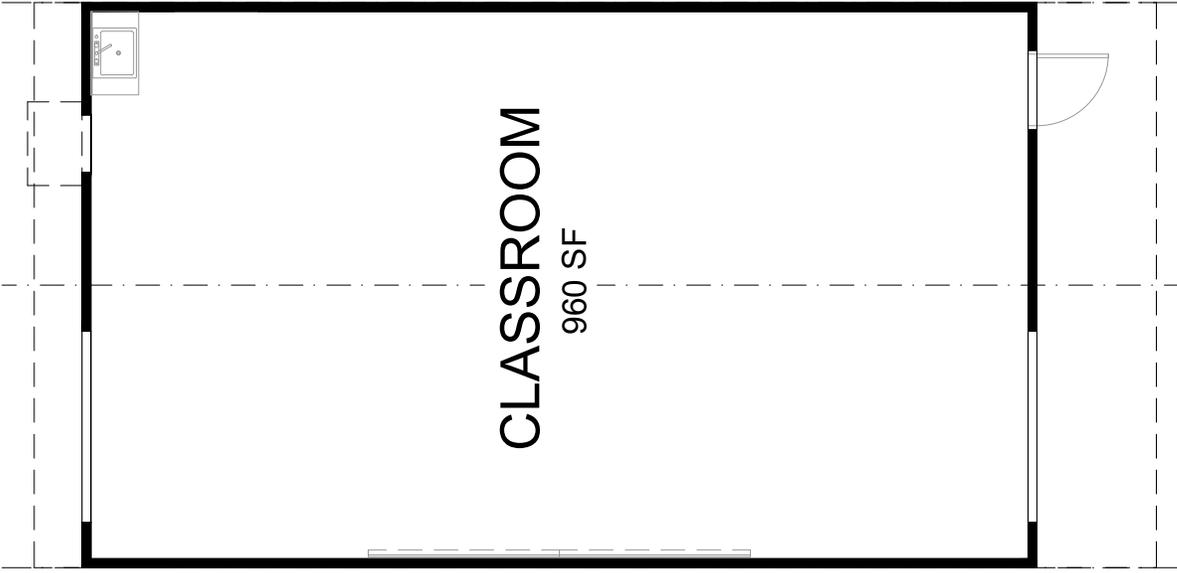
Special Notes:

District must provide an ALL WEATHER truck accessible level/compacted prepared pad. The pad shall be a maximum of 6" from grade level measured diagonally along long axis. All sites exceeding 6" shall be charged on a site-by-site basis. Foundation pad over-excavation must be minimum 5' on all four sides.

AMS provides non-operable windows as standard for all projects unless otherwise coordinated.

All projects per AMS standard PC guidelines, manufacturing methods, finishes and fixtures. AMS does not include direction and/or design for options not included in our scope unless otherwise stated or coordinated prior.

Point of Connection Drawings (POC) as coordinated with the AOR and design team, supersedes any previous drawings and/or communications regarding POC's, including the DSA approved drawings. The locations and sizing reflected on the POC sheet(s) are the responsibility of the Architect of Record to provide to the appropriate on-site contractors for coordination and execution.



24' x 40' CLASSROOM

DATE
CLIENT
PROJECT



- GEN7
- EVOLVE
- FORM
- 2GO



PO/Authorization Request

PO/Authorization Request

Project: **OVHE- 2 Portables Phase 2-Ocean View Hills Elementary School - 2 Growth Portables- Phase 2 (FP)**

Contract: **AMS** Type: **Supply/Other**

Contract Summary

Contract: AMS	Contract Date: 04/25/24	Initial Contract: \$ 234,760.00
Vendor#:	NTP Date:	Changes: \$ -
Vendor: American Modular Systems	Duration Days: 0	Contract Amt: \$ 234,760.00
787 Spreckels Avenue	CC Date:	
Manteca, California 95336	NOC Date:	
Contact:	Description:	
	2 DSA Portable Classroom Bldg - For growth	Less Expended: \$ -
		Less Withholding: \$ -
		Available Bal: \$ 234,760.00

Routing List

Review / Approval	Date	Signature/Initials
COLBI - FAST Tech B	04/18/2024	<i>Amy Moore</i>
COLBI - FAST Tech A	04/18/2024	<i>Khary S. Knowles</i>
Asst. Supt - Admin/Ldrshp/SS&S		
Acctng. Tech III -A		
COLBI - FAST Tech B		

Amount To Authorize: \$234,760.00

Accounting Data (PO Trans)

Accounting Code String (ACS)	PO Number	Date	Authorized	PO Type	Description
2518-9010501-0000-8500-6200-076-324	TBD	04/25/24	234,760.00	Contract	2 DSA Portable Classroom Bldg - For growth
Totals:			234,760.00		



BID MANUAL

**FACILITY SUPPLY SERVICES CONTRACT
AT VARIOUS SITES**

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

APRIL 16, 2020

**MINUTES OF THE REGULAR MEETING
OF THE SANTA CRUZ CITY SCHOOLS BOARD OF EDUCATION
FOR THE ELEMENTARY AND SECONDARY DISTRICTS
May 10, 2023**

Convene Open Session

Board President Owen called this Regular Meeting Open Session to order at 6:33p.m.

Attendance at Meeting

John Owen	Patricia Threet	Kevin Grossman	Angela Meeker	Kyle Kelley
Claudia Vestal	Sheila Coonerty			

Student Board Representative, Eva Diop
Student Board Representative, Neveah Karraker
Student Board Representative, Lynda Otero

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

Members of the Audience

Welcome and Format

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

3.3 Agenda Changes, Additions, or Deletions

None.

PUBLIC COMMENTS

Jessica Reeves, Heidi Hurley, Susie O’Hara, Lacey Grey, and others came to express their concern about the removal of the Westside Parent Education Nursery School (WPENS) from the Bay View campus. They spoke of the impactful community that WPENS has created and expressed gratitude for the service of Teacher Cory Cherk throughout the years. They requested that the Board allow WPENS to remain on the Bay View campus for one year and that SCCS work to identify and collaborate on finding an alternate location for their school site.

SUPERINTENDENT’S REPORT

Superintendent’s Report

Superintendent Munro began her report by congratulating Executive Assistant Alyssa Martinez for welcoming her first daughter into the world. Alyssa started with SCCS in 2020 and tonight will be Alyssa’s final Board meeting. Ms. Munro expressed her deepest gratitude for Alyssa’s years of service as her assistant, and to the district, stating that she will be missed. Superintendent Munro went on to state that interviews had been held for Student Trustees for the upcoming school year and the current Student Trustees provided input. Ms. Munro discussed the collaboration day for incoming TK teachers and expressed her excitement that TK enrollment is coming in higher than projected which means that more students will have preschool than ever

before. Ms. Munro discussed the last two Vision 2030 Committee meetings wherein members continued with context building, discuss process, learned about updated housing data for Santa Cruz, and discussed the need to reduce expenditures by 1 million per year. Ms. Munro concluded her report by providing her final COVID response update as the Federal State of Emergency officially ended.

Student's Report

Student Board Representative Eva Diop gave a brief report where she expressed excitement at the events happening on campus including the Rainbow Flag Ceremony, Senior Award Night, SCHS Rainbow Alliance Drag Show, Prom, Senior Week, Black Graduation on May 20th at London Nelson and Graduation on the SCHS Field on May 26th.

Student Board Representative Neveah Karraker began her report by sharing that Senior Prom was held at the Paradox Hotel, the Casino Night theme had fake money, poker chips, card games and students had a blast. Ms. Karraker said that their production of *Little Shop of Horrors* had an excellent turnout. She lauded Harbor's Art Show which showcased student work including painting, charcoal, ceramics, and paper mache. Ms. Karraker also commended the Film Society for working hard on the upcoming the Film Festival at Café Warner Theater. Ms. Karraker concluded her report by thanking Executive Assistant Martinez for her guidance and support throughout Ms. Karraker's time as a Student Trustee and wished Alyssa and her family the best.

Student Board Representative Lynda Otero began her report by discussing the annual Agua Frescas event in the quad which included a Ballet Folkloric Club performance, Assistant Principal Quevedo's musical group, and treats such as Horchata and Jamaica. She shared that small rainbow flags were given to teachers to place in their classrooms. Ms. Otero concluded her report by discussing the senior celebrations that are happening throughout our schools and expressed her excitement to attend Soquel High's prom at Roaring Camp next week.

BOARD MEMBERS' REPORTS

Board Members' Reports

Trustee Threet thanked Alyssa Martinez for her work with the board and thanked the Student Trustee's for all their hard work this year on the board.

Trustee Grossman began his report by offering his congratulations to all the graduates, sharing that he has an 8th Grader who will be moving onto Santa Cruz High School next year. Trustee Grossman shared that he volunteered as a judge for the Soquel High Biotechnology Debate and was wowed by how sharp and focused rebuttals were. Trustee Grossman also discussed his visit to Harbor High where he helped hold mock interviews for the Photography and Health Services CTE students. Trustee Grossman concluded his report by discussing his visit to Gault and the Mission Hill Middle School Choir Pop Concert where the choral performers showed incredible skill.

Trustee Meeker shared her gratitude to everyone managing all the finer details of end of the year events. Trustee Meeker attended the Monarch Exit Criteria Celebration and LGBTQ Task Force where she learned about exciting upcoming events such as Queer Graduation. Trustee Meeker discussed the data shared about enrollment projections at the last Vision 2030 meeting. She concluded her report by saying she was looking forward to celebrating students at the upcoming graduations and attending the Queer Youth Leadership Awards.

Trustee Vestal shared that she had also attended the Monarch Exit Criteria Presentation, stating that it was a joy to see the participation of parents in those early stages of life. Trustee Vestal also attended the LGBTQ

Task Force meeting and was amazed by the number of activities they are working towards. She concluded her report by sharing that she visited Gault where she saw engaged students, vibrant classrooms, a beautiful library and met two of the seven student teachers. She expressed her gratitude to Principal Amariah Hernandez for showing her around.

Trustee Kelley shared that he completed session five of Masters in Governance which discussed community relations and advocacy and was excited about all he has been learning. He also shared that he attended Music in the Park where the Santa Cruz High Band performed, stating your kids too can go to Carnegie hall!

Trustee Coonerty began her report by wishing the three current Student Trustees the best for the future and said that she had truly enjoyed their presence on the board. Trustee Coonerty shared that having been on the board for 10 years, this year struck her how much positive growth and change has occurred and how she has been impressed by the innovative ways that SCCS has found to get things done. Trustee Coonerty concluded her report by stating how proud she is of SCCS.

Board President's Report

Board President Owen began his report for thanking Alyssa Martinez for her time on the board, stating that when he was new to the Board she was extremely patient and kind, and that it will not be forgotten. President Owen went on to state that he helped conduct the incoming Student Trustee interviews and he felt the current Student Trustees had set the bar high for the incoming Student Trustees, saying the new folks have some big shoes to fill. President Owen shared that the Vision 2030 Committee had participated in a very rich discussion during their last meetings and said that he felt it had been one of the more effective committees he has been on over the years. President Owen concluded his report by sharing that he also attended Music in the Park, stating it was a great event where he got sunburnt and thoroughly enjoyed himself and the opportunity to be a part of the community.

APPROVAL OF MINUTES

1. MSP (Threet/Kelley) 7-0, the Board of Education approved the Minutes of February 22, 2023 Meeting.
2. MSP (Threet/Kelley) 7-0, the Board of Education approved the Minutes of March 22, 2023 Meeting.

GENERAL PUBLIC BUSINESS

Closed Session Items

Report of Actions Taken in Closed Session

1. Ms. Parks shared information with the Board on Certificated/Classified/Management Leaves, Retirements, Resignations & Appointments. The Board voted 6-0 to move forward with Ms. Parks' recommendation.
2. Ms. Parks shared information with the Board regarding Public Employee Discipline/Dismissal/Release/Complaints.
3. Ms. Parks provided an update to and received direction from Trustees regarding negotiations with GSCFT.
4. Ms. Parks provided an update to and received direction from Trustees regarding negotiations with SCCCE.
5. The Board reviewed and discussed public employee performance evaluation (Govt. Code Section 54957) – Superintendent.

Acknowledgement of Gifts

The Soquel Parent Booster Group (Soquel Fund) donated a comprehensive stereo/sound system to Soquel High School, for installation in the School Stadium (Dewey Tompkins Stadium).

Board President John Owen noted that as was requested at the last Study Session Meeting, the consent agenda has been moved to the end of the meeting.

ITEMS TO BE TRANSACTED AND/OR DISCUSSED

8.2.1.1 Staff Report: 2023 High School International Travel Update

Superintendent Munro introduced teachers Nehal Pfeiffer and Larkin Wilson and their students to present on the High School International Travel Update. The Career Technical Education Biotechnology course at Soquel High School and the International Baccalaureate Film class at Harbor High School both had opportunities to travel to Europe for learning experiences this school year. In January, the Harbor High International Baccalaureate Film class traveled to Paris, France for the American School of Paris's annual "Clash of the Titans!" Film Competition. And, in February, Soquel High School Biotechnology students traveled to Edinburgh and London where they attended the 2023 International Conference on Biotherapeutics Analytical and Bioinnovation Conference as well as tours and workshops on medicine and forensics. Trustees were moved by the presentation and the opportunities afforded to high school students this year. Trustees expressed gratitude to our teachers, asked questions and had discussion. This report was informational in nature and no action was taken by the Board at this time.

8.2.1.2 New Business: Career Technical Education Five Year Plan

Assistant Superintendent Coito introduced Director Julia Hodges to provide the Career Technical Education (CTE) Five Year Plan. Santa Cruz City Schools has a long, rich history in offering award-winning CTE high school courses. CTE programs are federal programs that require that every district has a CTE Plan that is approved by the district Board of Trustees and is annually reviewed by the district CTE Advisory. The proposed SCCS CTE Plan is a five-year plan that follows both the state of California and federal guidelines and requirements. It was developed by focusing on areas of growth as indicated by the state CTE Incentive Grant self-assessment and the federal Perkins grant needs assessment. The district CTE Advisory, composed of students, teachers, industry partners, administrators, and parents, gave input into the plan as did the district CTE staff. Trustees asked questions and had discussion.

MSP (Threet/Kelley) 7-0, the Board of Education approved the Career Technical Education Five Year Plan.

Student Trustee Diop recommended a yes vote on this matter.

Student Trustee Karraker recommended a yes vote on this matter.

Student Trustee Otero recommended a yes vote on this matter.

8.2.2.1 New Business: Resolution 40-22-23: Inter-Fund Loans for Cash Flow

Assistant Superintendent Monreal introduced the annual Resolution 40-22-23: Inter-Fund Loans for Cash Flow. The District may have a need to transfer cash to another fund while waiting for Federal or State apportionments. This annual resolution would allow funds to be temporarily transferred to another fund of the District for payment obligations. The transfer is accounted for as a temporary borrowing between funds and is not available for budgeting. Amounts that are transferred shall be repaid in the same fiscal year, or within the final 120 days of a fiscal year. Borrowing shall occur only when the fund receiving the money will earn sufficient revenue during the current fiscal year to repay the amount transferred. No more than 75% of the maximum of money held in any fund or account during a current fiscal year may be transferred. Assistant Superintendent Monreal recommended the approval of Resolution 40-22-23: Inter-Fund Loans for Cash Flow. Trustees asked questions and had discussion.

Trustee Vestal motioned to approve the Inter-Fund Loans for Cash Flow. Trustee Threet seconded the motion.

The motion was passed by the following roll call vote:

Roll Call Vote: Threet – Yes	Grossman – Yes	Meeker – Yes	Vestal – Yes
Kelley – Yes	Coonerty – Yes	Owen – Yes	

Student Trustee Diop recommended a yes vote on this matter.

Student Trustee Karraker recommended a yes vote on this matter.

Student Trustee Otero recommended a yes vote on this matter.

8.2.2.2 **New Business: Resolution 42-22-23: Special Reserve Fund 17**

Assistant Superintendent Monreal brought forward Resolution 42-22-23: Special Reserve Fund 17. On June 15, 2022, the Board passed Resolution #41-21-22, Commitment of Funds. These committed funds were for the 2022-23, 2023-24, and 2024-25 budgets and included Chromebook replacement, curriculum master planning, e-rate cost share, post-employment benefits, Social Emotional Counselors and more. During the 2022-23 school year, the Board resolved to set aside funds for future transportation costs that may be associated with a new required transportation plan. Establishing Special Reserve Fund 17 is a way for SCCS to weather impending revenue loss and to clearly illustrate the Board’s resolutions to set aside funds in the multi-year projection. Per Education Code Section 42842, amounts from this special reserve fund must first be transferred into the general fund or other appropriate fund before expenditures may be made. Special Reserve Fund 17 is authorized by statute and will function effectively as an extension of the general fund. The Board may return funds from Fund 17 to the general fund by Board action. Trustees asked questions and had discussion.

GSCFT President Casey Carlson made a public comment and spoke on behalf of the Federation stating that they had initially spoken against the Special Reserve Fund 17 when it was first brought up as they did not understand it at the time, but through working with the District they now have a better understanding and support the Resolution.

Trustee Grossman motioned to approve the Resolution 42-22-34: Special Reserve Fund 17. Trustee Coonerty seconded the motion.

The motion was passed by the following roll call vote:

Roll Call Vote: Threet – Yes	Grossman – Yes	Meeker – Yes	Vestal – Yes
Kelley – Yes	Coonerty – Yes	Owen – Yes	

Student Trustee Diop recommended a yes vote on this matter.

Student Trustee Karraker recommended a yes vote on this matter.

Student Trustee Otero recommended a yes vote on this matter.

8.2.2.3 **New Business: Alternative Design Build Process for Educator/Workforce Housing Delivery**

Assistant Superintendent Monreal introduced Director Trevor Miller to present on the Alternative Design Build Process for Educator/Workforce Housing Delivery. The district has been in discussion with legal counsel about possible delivery methods for the design and construction of the Educator/Workforce Housing project. After reviewing these processes with the Board Educator/Workforce Housing Ad Hoc Committee, staff recommends the District

pursue the Alternative Design Build Delivery Method. District counsel was available to answer questions. Trustees asked questions and had discussion.

MSP (Threet/Kelley) 7-0, the Board of Education approved the Alternative Design Process for Educator/Workforce Housing Delivery.

Student Trustee Diop recommended a yes vote on this matter.

Student Trustee Karraker recommended a yes vote on this matter.

Student Trustee Otero recommended a yes vote on this matter.

8.2.3.1 Staff Report: Working Conditions Survey

Assistant Superintendent Parks presented on the Working Conditions Survey. Santa Cruz City Schools utilizes the New Teacher Center (NTC) Certificated Employees Working Conditions Survey to seek staff feedback. The NTC researched based tool has informed SCCS' efforts to continually improve working conditions for all certificated staff. Seven years ago, a committee composed of representatives from SCCCE Leadership, Cabinet and the Classified Personnel Director drafted the District's Classified Working Conditions Survey using the NTC survey as a model. The data from these surveys support the District to work to continually improve working conditions for staff. Strong working conditions support the District's efforts to recruit and retain excellent staff to serve students. Staff presented longitudinal survey results and next steps. Trustees asked questions and had discussion. This report was informational in nature and no action was taken by the Board at this time.

Incoming Co-President for GSCFT Matt Bruner made public comment stating that our teachers working conditions are our students working conditions and wanted to highlight points from the survey including that student behavior that continues to be a challenge. He also noted that teachers want to learn and were hopeful for meaningful Professional Development. He concluded by stating that staff and District leadership have established a good feedback loop where folks are seeing that their voices are being heard and being taken seriously.

8.2.3.1 Staff Report: Partners of Administration and Labor Update

Assistant Superintendent Parks presented the Partners of Administration and Labor Update. Santa Cruz City Schools is committed to ensuring the District is a great place to work and learn. To that end, SCCS works in partnership with the Greater Santa Cruz Federation of Teachers (GSCFT) and Santa Cruz Council of Classified Employees (SCCCE). Several years ago, district staff and union leadership began attending the California Labor Management Initiative Trainings (CLMI) and trainings in the ABC School District. Since then, SCCS has implemented a structure called the Partnership between Administration and Labor (PAL) to improve collaboration. This structure allows for problem solving, sharing ideas, and seeking input from everyone. Certificated staff have been using this model at both the district and site levels for several years and the Classified site PAL process began this school year. Trustees asked questions and had discussion. This report was informational in nature and no action was taken by the Board at this time.

8.2.3.3 New Business: Annual Declaration of Need

Assistant Superintendent Parks brought forward the Annual Declaration of Need. Beginning July 1, 1994, any public school district wishing to employ individuals on emergency permits or limited assignment permits must file a Declaration of Need with the CCTC on an annual basis. Under the guidelines established, this Declaration of Need must be presented to the Governing

Board at a regularly scheduled public meeting of that Board and it may not be presented as part of a consent calendar. A properly credentialed teacher may agree to an assignment which requires a limited assignment permit as part of their full-time position (e.g.: 60% taught in a credentialed area and a 40% taught in an area requiring an emergency permit). This is not the District's preferred practice. SCCS will adhere to ESSA requirements as well as Williams' compliance, but in the rare circumstance that the above situation occurs, the District needs this flexibility as an option for compliance. Adoption of the attached Declaration of Need will allow us to continue to offer employment to those candidates we feel are the most qualified for the position. Trustees asked questions and had discussion.

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

Student Trustee Diop recommended a yes vote on this matter.

Student Trustee Karraker recommended a yes vote on this matter.

Student Trustee Otero recommended a yes vote on this matter.

8.2.3.4 Staff Report: SCCCE 2023-24 Sunshine Articles to SCCS

Assistant Superintendent Parks introduced SCCCE 2023-24 Sunshine Articles to SCCS. The Santa Cruz Council of Classified Employees contract proposals are being submitted for sunshining. This in accordance with the Employees Relations Act for public notice of contract proposals before official negotiations may begin. SCCCE proposed to open the following articles for negotiations with Santa Cruz City Schools: Article VII Vacations, Article VIII Holidays. Mutual articles proposed are Article XV Leaves, Article VI Hours and Overtime, Article IX Wages, Article XVII Professional Growth. Trustees asked questions and had discussion. This report was informational in nature and no action was taken by the Board at this time.

Consent Agenda

8.3.1.1 Physical Education Waiver: Santa Cruz High School, 8.3.1.2 Out of State Travel: Special Education, 8.3.1.3 Out of State Conference Request: Student Services, 8.3.2.1 Purchase Orders, Bids & Quotes, 8.3.2.2 Warrant Register, 8.3.2.3 Budget Transfers, 8.3.2.4 Parcel Tax Oversight Committee Application, 8.3.2.5 Third Quarter Investment Report, 8.3.2.6 Resolution 41-22-23: A-Z Bus Set Aside for Special Education Buses, 8.3.2.7 J13A Waiver: Soquel High School Storm Closure, 8.3.2.8 Bond Project Notice of Completion, 8.3.3.1 Certificated Personnel Actions, 8.3.3.2 Classified Personnel Actions, 8.3.3.3 Designation of California Interscholastic Federation League Representatives for 2023-24, 8.3.3.4 Overnight Field Trip: Soquel High Basketball, 8.3.4.1 Gifts, 8.4.1.1 Memorandum of Understanding: Santa Cruz County Office of Education Career Technical Education: IT Essentials, 8.4.1.2 Memorandum of Understanding: Santa Cruz County Office of Education Career Technical Education: Fire Science, 8.4.1.3 Typing Agent Annual Contract Renewal, 8.4.1.4 Learning Ally Annual Contract Renewal, 8.4.1.5 AVID Contract Renewal, 8.4.1.6 Agreement for Professional Services: Speech Therapy Santa Cruz, 8.4.1.7 iReady Contract Renewal, 8.4.1.8 Memorandum of Understanding: Housing Matter: Rebele Family Shelter, 8.4.1.9 Memorandum of Understanding: Santa Cruz Free Guide, 8.4.1.10 Memorandum of Understanding: Association of Faith Communities, 8.4.1.11 Nonpublic School: North Valley School, Santa Rosa, 8.4.2.1 SCI Consulting Group Levy Administration Services Agreement, 8.4.2.2 Crowe LLP Agreement: 22-23 District Financial Audit Fee Increase, 8.4.2.3 GASB 75: Fee to Update Reporting Services, 8.4.2.4 Memorandum of Understanding: Indian Canyon Nation: Rematriation Ancestor Reburial at Santa Cruz High School, 8.4.2.5 Designation of District Representatives for Federal Emergency Management Agency Relief Application, 8.4.2.6 Memorandum of Understanding Amendment: Pacific Collegiate School: Pixellot Connection in the Natural Bridges Gym, 8.4.2.7 19six Architects and Interiors: Amendment Agreement 2: Educator Housing, 8.4.2.8 19six Architects and Interiors: Proposal: DeLaveaga Elementary School Relocatable Classroom Building, 8.4.2.9 American Modular Systems Inc.: Piggyback Bid

Renewal: Facility Supply Services Contract, 8.4.2.10 GV Land Surveying: Proposal: Educator Housing Surveying and Mapping Services for Easement, 8.4.2.11 North American Technical Services: Proposal: DeLaveaga Elementary School Relocatable Classroom Building In-Plant Inspection Services, 8.4.2.12 Premier Inspections Services: Proposal: Sustainability HVAC Inspections, 8.5.1 American Modular Systems: Change Order 6: Gault Elementary School Modular Classroom Building, 8.5.2 Art Grams: Proposal: Soquel High School Fitness Phase 2 Inspection Services, 8.5.3 Bosco Construction Services, Inc.: Contract: Touch Panel Installation, 8.5.4 Bosco Construction Services, Inc.: Proposal: Bay View Elementary School Fencing Realignment, 8.5.5 Development Group Inc.: Proposal: Harbor High School Vape Detectors and Camera, 8.5.6 Dilbeck & Sons Inc.: Proposal: Westlake Elementary School Door Replacement, 8.5.7 Dilbeck & Sons Inc.: Proposal: Gault, Westlake, DeLaveaga & Branciforte Small Schools Door Hardware Replacement, 8.5.8 Hart Floor Company: Proposal: Harbor High School Gym Floor Refinishing, 8.5.9 KeyAnalytics Proposal Bond Accounting Software, 8.5.10 Peartree + Belli Architects Inc.: Amendment Agreement: Branciforte Middle School Campus Modernization, 8.5.11 PSR Electric: Proposal: Branciforte Middle School MPR Stage Electrical, 8.5.12 Sierra School Equipment Co.: Proposal: Mission Hill Middle School Furniture

Trustee Grossman motioned to approve the consent agenda. Trustee Kelley seconded the motion.

The motion was passed by the following roll call vote:

Roll Call Vote: Threet – Yes	Grossman – Yes	Meeker – Yes	Vestal – Yes
Kelley – Yes	Coonerty – Yes	Owen – Yes	

Student Trustee Diop recommended a yes vote on this matter.

Student Trustee Karraker recommended a yes vote on this matter.

Student Trustee Otero recommended a yes vote on this matter.

8.6 Discussion: Possible Items for Future Meeting Agendas

Student Trustee Lynda Otero requested that the Board further discuss the public comments regarding the removal of WPENS from the Bay View campus.

Superintendent Munro and Trustee Threet suggested that as the matter is timely they set aside time in their Trustee and Student Trustee meetings to discuss WPENS and suggested to not add it as an agenda item. The Student Trustees agreed this was a good method to learn more about the context of the school.

9. Adjournment of Meeting

As there was no further business to come before the Board of Education, Board President Owen adjourned this Regular Meeting at 9:02 p.m.

Board Meeting Schedule Information

1. The Study Session on May 24, 2023, 6:30 p.m., at the Santa Cruz County Office of Education, and will be broadcast to the public remotely via Zoom.
2. The Regular Board Meeting on May 31, 2023, 6:30 p.m., at the Santa Cruz County Office of Education, and will be broadcast to the public remotely via Zoom.
3. The Regular Board Meeting on June 14, 2023, 6:30 p.m., at the Santa Cruz County Office of Education, and will be broadcast to the public remotely via Zoom.

*For more details about this meeting, please visit our district website and listen to the meeting recording: http://sccs.net/board_of_education

Respectfully submitted,

Kris Munro, Superintendent
Santa Cruz City Schools

John Owen, President
Board of Education

**FACILITIES SUPPLY CONTRACT
SANTA CRUZ CITY SCHOOLS
BID MATRIX**

ITEM		A 24x40 Classroom	B 36X40 Classroom	C 48X40 Classroom	D 12X40 Module	E 30X32 Classroom	F 10X32 Module
1	BASE BID PRICE	\$95,310	\$141,700	\$185,890	\$46,360	\$102,850	\$32,280
2	CONCRETE FOUNDATION - BELOW GRADE	\$33,820	\$50,730	\$67,640	\$16,910	\$38,330	\$12,770
3	100 LB FOUNDATION SYSTEM	\$3,610	\$5,430	\$7,240	\$1,800	\$4,360	\$1,450
4	150 LB FOUNDATION SYSTEM	\$4,270	\$6,400	\$8,530	\$2,130	\$5,030	\$1,670
5	65 LB STIFFENED FLOOR	\$3,620	\$5,430	\$7,250	\$1,820	\$4,360	\$1,450
6	100 LB STIFFENED FLOOR	\$3,990	\$5,980	\$7,980	\$1,990	\$4,760	\$1,590
7	150 LB STIFFENED FLOOR	\$4,250	\$6,360	\$8,500	\$2,120	\$4,920	\$1,640
8	9' CEILING - FLAT ROOF	\$5,020	\$7,540	\$10,050	\$2,510	\$5,030	\$1,670
9	10" CEILINGS AND/OR VAULTED	\$11,550	\$17,330	\$23,110	\$5,770	\$14,090	\$4,690
10	60 LB SNOWLOAD	\$19,020	\$28,530	\$38,050	\$9,510	\$21,320	\$7,110
11	LIGHTWEIGHT CONCRETE FLOOR	\$16,210	\$24,330	\$32,430	\$8,110	\$16,740	\$5,590

**FACILITIES SUPPLY CONTRACT
SANTA CRUZ CITY SCHOOLS
BID MATRIX**

ITEM		G Steep Pitch 24x40 Classroom	H Steep Pitch 36x40 Classroom	I Steep Pitch 48x40 Classroom	J Steep Pitch 12x40 Module	K Steep Pitch 30x32 Classroom	L Steep Pitch 10x32 Module
1	BASE BID PRICE	\$ 128,400	\$ 192,660	\$ 256,830	\$ 64,200	\$ 136,880	\$ 45,620
2	CONCRETE FOUNDATION - BELOW GRADE	\$ 33,820	\$ 50,730	\$ 67,640	\$ 16,910	\$ 38,330	\$ 12,770
3	100 LB FOUNDATION SYSTEM	\$ 3,610	\$ 5,430	\$ 7,240	\$ 1,800	\$ 4,360	\$ 1,450
4	150 LB FOUNDATION SYSTEM	\$ 4,270	\$ 6,400	\$ 8,530	\$ 2,130	\$ 5,030	\$ 1,670
5	65 LB STIFFENED FLOOR	\$ 3,620	\$ 5,430	\$ 7,250	\$ 1,820	\$ 4,360	\$ 1,450
6	100 LB STIFFENED FLOOR	\$ 3,990	\$ 5,980	\$ 7,980	\$ 1,990	\$ 4,760	\$ 1,590
7	150 LB STIFFENED FLOOR	\$ 4,250	\$ 6,360	\$ 8,500	\$ 2,120	\$ 4,920	\$ 1,640
8	9' CEILING - FLAT ROOF	\$ 5,020	\$ 7,540	\$ 10,050	\$ 2,510	\$ 5,030	\$ 1,670
9	10" CEILINGS AND/OR VAULTED	\$ 11,550	\$ 17,330	\$ 23,110	\$ 5,770	\$ 14,090	\$ 7,110
10	60 LB SNOWLOAD	N/A	N/A	N/A	N/A	N/A	N/A
11	LIGHTWEIGHT CONCRETE FLOOR	\$ 16,210	\$ 24,330	\$ 32,430	\$ 8,110	\$ 16,740	\$ 5,590

**FACILITIES SUPPLY CONTRACT
SANTA CRUZ CITY SCHOOLS
BID MATRIX**

ITEM		M 2-Story Bldg 48X40 Classroom	N 2-Story Bldg 12X40 Module	O 2-Story Bldg 56X36 Classroom	P 2-Story Bldg 14X36 Module	Q 2-Story Elevator Module	R Restroom-A 12x40 Module	S Restroom-B 12x40 Module	T Restroom-C 12x40 Module
1	BASE BID PRICE	\$ 1,226,630	\$ 306,650	\$ 1,327,730	\$ 331,930	\$ 265,640	\$ 109,130	\$ 114,180	\$ 118,420
2	CONCRETE FOUNDATION - BELOW GRADE	\$ 76,660	\$ 19,160	\$ 80,490	\$ 20,710	\$ 26,880	\$ 18,030	\$ 18,030	\$ 18,030
3	100 LB FOUNDATION SYSTEM	\$ 4,950	\$ 1,240	\$ 5,210	\$ 1,300	N/A	\$ 2,580	\$ 2,580	\$ 2,580
4	150 LB FOUNDATION SYSTEM	\$ 7,210	\$ 1,800	\$ 7,580	\$ 1,900	N/A	\$ 3,000	\$ 3,000	\$ 3,000
5	65 LB STIFFENED FLOOR	Incl	Incl	Incl	Incl	N/A	\$ 1,750	\$ 1,750	\$ 1,750
6	100 LB STIFFENED FLOOR	Incl	Incl	Incl	Incl	N/A	\$ 2,020	\$ 2,020	\$ 2,020
7	150 LB STIFFENED FLOOR	\$ 17,750	\$ 4,430	\$ 18,860	\$ 4,710	N/A	\$ 2,370	\$ 2,370	\$ 2,370
8	9' CEILING - FLAT ROOF	\$ 20,290	\$ 5,070	\$ 20,550	\$ 5,140	N/A	\$ 4,460	\$ 4,460	\$ 4,460
9	10" CEILINGS AND/OR VAULTED	\$ 27,050	\$ 6,760	\$ 28,410	\$ 7,100	N/A	\$ 6,620	\$ 6,620	\$ 6,620
10	60 LB SNOWLOAD	N/A	N/A	N/A	N/A	N/A	\$ 17,850	\$ 17,850	\$ 17,850
11	LIGHTWEIGHT CONCRETE FLOOR	\$ 64,870	\$ 16,210	\$ 67,710	\$ 16,930	N/A	\$ 9,230	\$ 9,230	\$ 9,230

**FACILITIES SUPPLY CONTRACT
SANTA CRUZ CITY SCHOOLS
BID MATRIX**

ITEM		A-HP 24x40 Classroom	B-HP 12X40 Module	C-HP 30X32 Classroom	D-HP 10X32 Module	E-HP 28X36 Classroom	F-HP 14X36 Module	G-HP 2-Story Bldg 56x36 Classroom	H-HP 2-Story Bldg 14x36 Module
1	BASE BID PRICE	\$ 277,340	\$ 138,690	\$ 291,950	\$ 97,310	\$ 290,140	\$ 144,680	\$ 1,690,450	\$ 422,620
2	CONCRETE FOUNDATION - BELOW GRADE	\$ 33,820	\$ 16,910	\$ 38,330	\$ 12,770	\$ 35,510	\$ 17,750	\$ 80,490	\$ 20,710
3	100 LB FOUNDATION SYSTEM	\$ 3,280	\$ 1,640	\$ 3,400	\$ 1,150	\$ 3,520	\$ 1,760	\$ 2,840	\$ 20,830
4	150 LB FOUNDATION SYSTEM	\$ 3,750	\$ 1,870	\$ 3,870	\$ 1,290	\$ 3,990	\$ 1,990	\$ 5,210	\$ 21,430
5	65 LB STIFFENED FLOOR	N/A	N/A	\$ 110	N/A	N/A	N/A	N/A	N/A
6	100 LB STIFFENED FLOOR	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
7	150 LB STIFFENED FLOOR	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
8	9' CEILING - FLAT ROOF	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
9	10" CEILINGS AND/OR VAULTED	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
10	60 LB SNOWLOAD	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
11	LIGHTWEIGHT CONCRETE FLOOR	INCL.	INCL.	INCL.	INCL.	INCL.	INCL.	INCL.	INCL.

**FACILITIES SUPPLY CONTRACT
SANTA CRUZ CITY SCHOOLS
BID MATRIX**

ITEM		I-HP Restroom-A 12x40 Module	J-HP Restroom-B 12x40 Module	K-HP Restroom-A 14x36 Module	L-HP Restroom-B 14x36 Module
1	BASE BID PRICE	\$ 249,490	\$ 257,310	\$ 254,610	\$ 259,610
2	CONCRETE FOUNDATION - BELOW GRADE	\$ 18,030	\$ 18,030	\$ 18,690	\$ 18,690
3	100 LB FOUNDATION SYSTEM	\$ 2,580	\$ 2,580	\$ 3,050	\$ 3,050
4	150 LB FOUNDATION SYSTEM	\$ 3,000	\$ 3,000	\$ 3,470	\$ 3,470
5	65 LB STIFFENED FLOOR	N/A	N/A	N/A	N/A
6	100 LB STIFFENED FLOOR	N/A	N/A	N/A	N/A
7	150 LB STIFFENED FLOOR	N/A	N/A	N/A	N/A
8	9' CEILING - FLAT ROOF	N/A	N/A	N/A	N/A
9	10" CEILINGS AND/OR VAULTED	N/A	N/A	N/A	N/A
10	60 LB SNOWLOAD	N/A	N/A	N/A	N/A
11	LIGHTWEIGHT CONCRETE FLOOR	INCL.	INCL.	INCL.	INCL.

**SANTA CRUZ CITY SCHOOLS
 BID MATRIX
 UNIT PRICE SUMMARY**

ITEM	ADDITIVES	UNIT	PRICE
BUILDING ENVELOPE			
12	Additional metal ramp and landing, with handrails	ea	\$ 4,180.00
13	Zero clearance ramp in lieu of standard ramp	ea	\$ 5,560.00
14	Cost per linear foot to extend metal ramp or landing and handrails	lf	\$ 598.00
15	Colored/painted metal roof deck in lieu of galvanized	sf	\$ 10.00
16	Convert 12x40 module to 14x36 - non High Performance	ea	\$ 4,810.00
17	Built-up roof-3-GNC	sf	\$ 11.00
18	Composition shingle roofing in lieu of metal roofing	sf	\$ 7.00
19	Add 60 mil single-ply roofing in lieu of metal roofing	sf	\$ 12.00
20	Add 60 mil single-ply roof system Garland, Sarnafil, Tremco, or equal	sf	\$ 24.00
21	Parapet - 6"- 18" height	lf	\$ 560.00
22	Parapet - 36" height	lf	\$ 655.00
23	Field installed parapet extension	lf	\$ 630.00
24	Mansard - Metal	lf	\$ 665.00
25	Mansard - Wood	lf	\$ 645.00
26	Provide up to 3:12 slope roof w/colored metal in lieu of 1/4:12 slope roof	sf	\$ 56.00
27	Provide up to 4:12 slope roof w/colored metal in lieu of 1/4:12 slope roof	sf	\$ 68.00
28	Add one steep pitchup to one (1') foot side overhangs(units G, H, I, J, K and L)	sf	\$ 480.00
29	Side awning - Canopy Type	sf	\$ 280.00
30	Side awning - Custom overhang	sf	\$ 328.00
31	T-1-11 Style Hardi Panel	sf	\$ 4.70
32	Exterior stucco finish;site appliedConventional 3-part	sf	\$ 28.90
33	Hybrid stucco system - factory applied- 3-part	sf	\$ 18.20
34	2" wide stucco reglet	lf	\$ 10.80
35	Stucco control joints	lf	\$ 11.50
36	Add thin set brick veneer	sf	\$ 54.00
37	Add 6" cementious lap siding	sf	\$ 15.00
38	Add metal siding, 24 gauge	sf	\$ 13.00
39	Custrom 3-color exterior paint scheme	sf	\$ 5.60
40	Add for custom exterior colors for each modu,leach color	ea	\$ 540.00
41	8' x 4'fixed, non-operablealuminum window - 46% tinted dual glazed	ea	\$ 1,535.00
42	6' x 4'fixed, non-operablealuminum window - 46% tinted dual glazed	ea	\$ 1,385.00
43	4' x 4'fixed, non-operablealuminum window - 46% tinted dual glazed	ea	\$ 1,265.00
44	4' x 5'fixed, non-operablealuminum window - 46% tinted dual glazed	ea	\$ 1,335.00
45	8' or 6' x 2' fixed, non-operable aluminum window - 46% tinted dual glazed	ea	\$ 1,315.00
46	8' x 4'fixed, non-operablehollow metal window - 46% tinted dual glazed	ea	\$ 1,970.00
47	6' x 4'fixed, non-operablehollow metal window - 46% tinted dual glazed	ea	\$ 1,760.00
48	4' x 4'fixed, non-operablehollow metal window - 46% tinted dual glazed	ea	\$ 1,640.00
49	Laminated glass in lieu of tempered glazing	sf	\$ 15.00

**SANTA CRUZ CITY SCHOOLS
 BID MATRIX
 UNIT PRICE SUMMARY**

50	Painted exterior window frames	sf	\$ 4.40
51	Store front window assembly with tempered dual glazing	sf	\$ 4,815.00
52	Exterior 8' high folding glass door; Nanawall Model No. SL 70L or equal	lf	\$ 2,675.00
53	Exterior door package (steel) - 3' x 7'	ea	\$ 2,770.00
54	Exterior door package (steel) - 4' x 7'	ea	\$ 3,075.00
55	Exterior door with 1/8 view lite	ea	\$ 2,920.00
56	Continous hinge at exterior door	ea	\$ 234.00
57	Interior door package (wood) - 3' x 7'	ea	\$ 1,315.00
58	Interior door with 1/2 view light	ea	\$ 1,430.00
59	Interior door with full view light	ea	\$ 1,690.00
60	Interior door with dutch door	ea	\$ 785.00
61	Glass sliding barn door - 4' x 8'	ea	\$ 1,970.00
62	Interior one-hour fire rated door with smoke seal	ea	\$ 1,570.00
63	Primus Door Hardware	ea	\$ 305.00
64	BEST Door Hardware	ea	\$ 325.00
65	Removable core lockset upgrade	ea	\$ 110.00
66	Double exterior door with mullion and panic hardware	ea	\$ 8,855.00
67	Up-grade to welded door frame in lieu of knock down	ea	\$ 245.00
68	16" x 84" side light hollow-metal frame window	ea	\$ 1,065.00
69	Recessed Door Alcove	ea	\$ 2,135.00
70	Custom sized conditioned module	sf	\$ 305.00
71	Architectural Exterior Pop Out façade feature up to 16" deep - excludes finish	sf	\$ 65.00
72	Architectural Pop Out - Interior	sf	\$ 39.00
73	Panic hardware (Von Duprin9, 9L or equal,of standard lock set)	ea	\$ 1,220.00
74	3" building separations (includes front & rear metal close off and roof cap)	ea	\$ 1,515.00
75	Full panel close-up - interior walls	ea	\$ 220.00
76	Two foot (2') wood close off between buildings	ea	\$ 1,550.00
77	Add enclosed soffit in lieu of metal soffit	sf	\$ 103.00
78	Up-grade exterior wall to one (1) hour rated	lf	\$ 12.60
79	Up-grade exterior wall to two (2) hour rated	lf	\$ 15.50
80	Up-grade to 2" x 6" Exterior wall framing	lf	\$ 5.00
81	Up-grade to 2" x 8" Exterior wall framing	lf	\$ 6.30
82	3" Schedule 40 Galvanized Downspouts	lf	\$ 65.80
TWO STORY BUILDING			
83	Add 5 ft. wide concrete stairs w/landing for two-story building	ea	\$ 101,230.00
84	Exterior soffit recessed fluorescent light fixture	ea	\$ 630.00
85	Add 96" wide sky-bridge for two-story building	lf	\$ 2,675.00
86	60" high balcony railing on two-story building	lf	\$ 364.00

**SANTA CRUZ CITY SCHOOLS
 BID MATRIX
 UNIT PRICE SUMMARY**

87	Two Story balcony water-proof coating	sf	\$ 32.00
88	Two Story 18" - 36" high parapet	lf	\$ 258.00
89	Up to 42" high Mechanical Screen at roof	lf	\$ 282.00
90	Detached Roof to increase interior ceiling height and/or roof pitch	sf	\$ 44.00
91	Two Story galvanized finish on railing	lf	\$ 258.00
92	Roof Hatch with Aluminum ladder	ea	\$ 4,250.00
93	Reconfigure 2-story building from exterior corridor to single center corridor	sf	\$ 293.00
94	Reconfigure 2-story building from exterior corridor to single interior/conditioned center	sf	\$ 329.00
95	Two-story Custom sized conditioned module	sf	\$ 493.00
96	Vertical shade structure	lf	\$ 1,456.00
97	Horizontal Shade Structure	lf	\$ 1,550.00
98	Isolation curbs for rooftop HVAC units in lieu of standard curb	ea	\$ 1,620.00
99	Hot dipped galv. mesh guardrails	lf	\$ 282.00
100	Upgraded 2-story balcony guardrail mesh	lf	\$ 96.00
101	Solid picket hot dipped galvanized hand rail system	lf	\$ 70.00
102	24" balcony extension at elevator	ea	\$ 3,100.00
103	Upgraded Elevator Elevation Design	sf	\$ 26.00
104	Upgrade elevator doors to Stainless Steel	ea	\$ 1,150.00
105	Seismic joint at balcony	ea	\$ 1,395.00
106	2nd Flr Balcony/platform drainage System	ea	\$ 1,595.00
107	Custom Roof Structure	sf	\$ 44.00
108	Two Column Stair Canopy	ea	\$ 102,640.00
109	Three Column Stair Canopy	ea	\$ 108,395.00
110	Four Column Stair Canopy	ea	\$ 114,385.00
FOUNDATION			
111	Additional wood foundation over standard 4.5" minimum height	in	\$ 345.00
112	Conc 2' x 3' access well or 1' x 4' vent well w/1" metal grate (spacing @ 1/2")	ea	\$ 2,250.00
113	Add 3" crawlspace concrete slurry rodent barrier	sf	\$ 5.50
114	Add 2" crawlspace concrete slurry rodent barrier	sf	\$ 4.90
115	Water proofing elevator foundation pit	ea	\$ 12,985.00
116	Foundation Crawl Space Dry Well	ea	\$ 4,600.00
117	Foundation Counter Flashing, 22 gauge x 12" wide	lf	\$ 7.00
118	Custom Flashing for exposed stemwalls - up to 16" high	lf	\$ 9.90
119	Single Story concrete foundation bolted embeds	ea	\$ 164.00
120	Single Story concrete foundation welded embeds	ea	\$ 182.00
121	Two Story concrete foundation welded embeds	ea	\$ 270.00
INSULATION			
122	Up-grade roof insulation to R-30 unfaced	sf	\$ 0.80

**SANTA CRUZ CITY SCHOOLS
 BID MATRIX
 UNIT PRICE SUMMARY**

123	Up-grade roof insulation to R-34 unfaced	sf	\$ 0.90
124	Up-grade roof insulation to R-38 unfaced	sf	\$ 1.20
125	Up-grade roof insulation w/FSK in lieu of unfaced	sf	\$ 0.70
126	Upgrade wall insulation to R-19 Kraft faced	sf	\$ 0.50
127	Upgrade wall insulation to R-21 Kraft faced	sf	\$ 0.60
128	Upgrade wall insulation to R-30 Kraft faced	sf	\$ 0.60
129	Upgrade wall insulation to R-34 Kraft faced	sf	\$ 0.70
	FLOOR & WALL		
130	Provide 5/16" cementitious floor underlayment	sf	\$ 4.20
131	Carpet upgrade to Patcraft In lieu of Standard 26oz standard carpet	sf	\$ 3.30
132	Carpet upgrade to Mohawk Lees Faculty Remix in lieu of Standard 26oz standard carpet	sf	\$ 2.50
133	Carpet upgrade to Tandus Carpet Infinity in lieu of Standard 26oz. standard carpet	sf	\$ 3.40
134	Upgrade to Standardsheet vinyl in lieu of Standard 26oz standard carpet	sf	\$ 4.80
135	Upgrade to Standard coved sheet vinyl in lieu of 26oz standard carpet	sf	\$ 6.00
136	LVT - luxury vinyl tile in lieu of Standard 26oz standard carpet	sf	\$ 5.20
137	Forbo flooring in lieu of Standard 26oz standard carpet	sf	\$ 4.90
138	Upgrade to Standard Vinyl Composition Tile (VCT) flooring in lieu of Standard 26 oz. standard	sf	\$ 3.60
139	Additional coordination & labor for mosaic/custom carpet/resilient flooring/LVT/tile layout	sf	\$ 3.40
140	Add epoxy floor finish	sf	\$ 30.80
141	Terrazzo floor covering	sf	\$ 43.20
142	Polish concrete floor in lieu of floor covering	sf	\$ 47.70
143	Ceramic tile with thin set over 1/2" backing - Daltile 62"x2" or equal at floor	sf	\$ 43.00
144	1/8" Rubber Flooring - Mondo or equal	sf	\$ 22.90
145	Rubber sports flooring	sf	\$ 45.50
146	Interior nonrated 2" x 4" wall, 16" o.c. from floor to roof	lf	\$ 148.00
147	Interior one-hour fire rated 2" x 4" wall, 16" o.c. from floor to roof	lf	\$ 211.40
148	Operable wall - Modernfold 900 Series Floor Supported 8'-6" high STC 45 or equal	lf	\$ 1,503.00
149	Interior 8' high Folding Glass Door: Nanawall Model No.SL 45L or equal	lf	\$ 1,656.00
150	1-hour fire rated ceilings	sf	\$ 26.30
151	Ceramic tile with thin set over 1/2" backing - Daltile 6"x6" or equal at wall	sf	\$ 40.60
152	Provide 5/8" painted sheetrock ceiling in lieu of T-bar ceiling	sf	\$ 12.20
153	Provide 2'x2' ceiling t-grid and tile in lieu of standard 2'x4' - non Tegular	sf	\$ 4.00
154	Provide 2'x2' ceiling t-grid and Tegular tile in lieu of standard 2'x4'	sf	\$ 2.60
155	Low-sheen Painted gypsum wall - Level 4 finish in lieu of firtex	sf	\$ 15.70
156	Low-sheen Painted gypsum wall - Level 3 finish in lieu of firtex	sf	\$ 13.20
157	Fiberglass wall panels 3/32: (FRP) in lieu of vinyl covered tack board panels	sf	\$ 4.00
158	Floor to ceiling (up to 10ft. High) markerboard wall	sf	\$ 22.00
159	Upgrade vinyl wall covering to Koroseal "School Collection" or equal	sf	\$ 2.20

**SANTA CRUZ CITY SCHOOLS
 BID MATRIX
 UNIT PRICE SUMMARY**

160	FRL wall panels	sf	\$ 4.90
161	2" x 4" metal wall framing	lf	\$ 3.40
162	2" x 6" metal wall framing	lf	\$ 4.80
163	2" x 8" metal wall framing	lf	\$ 5.60
164	Interior Window Alumnum Trim	ea	\$ 395.00
165	Interior Window Wood Trim	ea	\$ 200.00
CASEWORK			
166	Lower Base cabinet -WI #101 - L18 x H34 x D24	ea	\$ 515.00
167	Lower Base cabinet -WI #102 - L36 x H34 x D24	ea	\$ 1,030.00
168	Cubby storage - WI #120 - L36 x H34 x D24 (6 cubicles)	ea	\$ 725.00
169	Lower Base cabinet w/ drawers & doors W- I #212	ea	\$ 540.00
170	Lower Base cabinet w/ drawers -WI #231	ea	\$ 1,115.00
171	Open wall hung cabinet - WI #300 x L36 x H30 x D12	ea	\$ 845.00
172	Wall hung cabinet & doors - WI #302 - L36 x H30 x D12	ea	\$ 890.00
173	Wall hung cabinet w/ glass doors -WI #324	ea	\$ 1,160.00
174	Open tall storage cabinet - WI #400 - L36 x H84 x D24	ea	\$ 1,855.00
175	Lockable tall storage cabinet - WI #402 - L36 x H84 x D24	ea	\$ 2,205.00
176	Lockable tall storage cabinet with glass doors WI #408	ea	\$ 2,440.00
177	Tall teacher cabinet - WI #530 - L48 x H84 x D24	ea	\$ 2,490.00
178	Low book shelves - WI #600 - L36 x H42 x D9	lf	\$ 255.00
179	Tall book shelves/shelving WI #602	lf	\$ 490.00
180	Backpack hooks, L48 (15 hooks)	ea	\$ 375.00
181	Locking hardware at casework drawer or door	ea	\$ 82.00
182	Corian, or equal, solid surface countertop	sf	\$ 152.00
183	Corian, or equal, solid surface window sill/wing wall tops 4"-6" wide	sf	\$ 176.00
184	Plumbed ADA sink - 4 lf	ea	\$ 4,625.00
185	ADA sink cabinet	ea	\$ 1,770.00
186	Teaching wall w/ sliding marker boards	lf	\$ 1,690.00
187	Custom Teaching wall	lf	\$ 1,970.00
188	Science work station	ea	\$ 11,085.00
189	Acid proof epoxy science classroom counters	lf	\$ 395.00
190	Acid proof epoxy science classroom sink w/goose-neck faucet	ea	\$ 2,370.00
191	Computer station 24" deep - counter top only	lf	\$ 290.00
PLUMBING			
192	Interior All Gender toilet room	ea	\$ 23,355.00
193	Plastic Toilet Partitions	lf	\$ 290.00
194	Sink bubbler	ea	\$ 445.00
195	Eye Wash Station with science sink	ea	\$ 1,080.00

**SANTA CRUZ CITY SCHOOLS
 BID MATRIX
 UNIT PRICE SUMMARY**

196	Emergency science shower station	ea	\$ 5,400.00
197	Provide infrared sensor to water closet or lavatory	ea	\$ 785.00
198	Floor drain - Zurn w/trap primer	ea	\$ 1,750.00
199	Water closet - Adult/Child HDC w/grab bar	ea	\$ 1,960.00
200	Urinal w/flush valve	ea	\$ 1,570.00
201	Lavatory sink	ea	\$ 1,385.00
202	ADA Shower HDC Fiberglass	ea	\$ 5,200.00
203	ADA Shower w/ tub HDC Fiberglass	ea	\$ 5,305.00
204	Mop sink - 28" x 28"	ea	\$ 2,840.00
205	Pedestal Janitor sink	ea	\$ 3,590.00
206	Janitor closet mop rack	ea	\$ 445.00
207	Concession floor sink	ea	\$ 2,205.00
208	3-compartment stainless steel sink	ea	\$ 4,435.00
209	Acid proof waste plumbing - per fixture	ea	\$ 645.00
210	Plumbing Rough-in only	ea	\$ 540.00
211	Interior ADA wall mounted drinking fountain	ea	\$ 4,745.00
212	ExteriorHi/Low ADA drinking Fountain w/ Hydration station, Model Elkay VRCTL8WS or equal	ea	\$ 7,280.00
213	Exterior ADA Hydration Station	ea	\$ 6,925.00
214	Exterior ADA wall mounted drinking fountain	ea	\$ 6,505.00
	MECHANICAL		
215	10 gallon electric water heater	ea	\$ 890.00
216	20 gallon electric water heater	ea	\$ 960.00
217	30 gallon electric water heater	ea	\$ 1,020.00
218	Instant flow tankless electric water heater	ea	\$ 1,030.00
219	Roof mounted HVAC in lieu of wall-mounted unit - add 4 ton unit	ea	\$ 10,875.00
220	Roof mounted HVAC in lieu of wall-mounted unit - add 5 ton unit	ea	\$ 12,445.00
221	Add 3-1/2 ton wall mount HVAC unit	ea	\$ 5,645.00
222	Add 4 ton wall mount HVAC unit	ea	\$ 6,385.00
223	Add 5 ton wall mount HVAC unit	ea	\$ 6,820.00
224	Add 3-1/2 ton wall mount HVAC unit - Three Phase	ea	\$ 6,330.00
225	Add 4 ton wall mount HVAC unit - Three Phase	ea	\$ 6,940.00
226	Add 5 ton wall mount HVAC unit - Three Phase	ea	\$ 7,550.00
227	Add 15 SEER heat pump in lieu of base bid electric HVAC unit	ea	\$ 2,125.00
228	WAG 40 Gas HVAC heat pump in lieu of base bid electric HVAC unit	ea	\$ 3,335.00
229	HVAC return chase wall	ea	\$ 1,900.00
230	Supply register and 12' of ducting	ea	\$ 420.00
231	Return air register and 12' of ducting	ea	\$ 385.00
232	Utility rough-in for future service, i.e. gas, water, condensate line	lf	\$ 42.00

**SANTA CRUZ CITY SCHOOLS
 BID MATRIX
 UNIT PRICE SUMMARY**

233	Science classroom gas turret	ea	\$ 775.00
234	Science Classroom fume hood w/MAU	ea	\$ 45,330.00
235	Science Classroom ventless fume hood	ea	\$ 38,050.00
236	Ceiling exhaust fan (120 CFM) with 6" duct to roof jack and 20 amp circuit	ea	\$ 645.00
237	Cooling only split system	ea	\$ 11,505.00
238	Air Balance Report (per system/zone)	ea	\$ 1,925.00
239	Certified Air Balance Report (Per system/zone)	ea	\$ 4,590.00
240	HVAC Fire damper	ea	\$ 540.00
ELECTRICAL			
241	Wall 110v duplex receptacle with cover	ea	\$ 270.00
242	Wall quadplex receptacle with cover	ea	\$ 350.00
243	Recessed duplex 110v floor receptacle with cover	ea	\$ 1,160.00
244	GFCI receptacle with cover	ea	\$ 340.00
245	Wall data outlet w/1/2" conduit stubbed into attic cavity	ea	\$ 135.00
246	Wall data outlet w/1-1/2" conduit stubbed into attic cavity	ea	\$ 150.00
247	Wall data outlet w/2" conduit stubbed into attic cavity	ea	\$ 175.00
248	Continuous conduit to pull box within building - homerun	lf	\$ 14.60
249	Interior light switch	ea	\$ 255.00
250	Signal termination box 6"x6"x6" with 3/4" conduit stubbed above ceiling	ea	\$ 340.00
251	100 amp panel - single phase	ea	\$ 515.00
252	150 amp panel - single phase	ea	\$ 610.00
253	200 amp panel - single phase	ea	\$ 940.00
254	225 amp panel - single phase	ea	\$ 1,830.00
255	400 amp panel - single phase	ea	\$ 4,815.00
256	100 amp panel - three phase	ea	\$ 655.00
257	150 amp panel - three phase	ea	\$ 925.00
258	200 amp panel - three phase	ea	\$ 1,735.00
259	225 amp panel - three phase	ea	\$ 2,910.00
260	400 amp panel - three phase	ea	\$ 5,400.00
261	220v - 30 amp circuit outlet	ea	\$ 540.00
262	Dedicated computer circuit - 20 amp	ea	\$ 340.00
263	Exit light (High) with battery backup (wall mount)	ea	\$ 725.00
264	Exterior Flourescent light fixture	ea	\$ 445.00
265	Exterior light photo cell option per light fixture	ea	\$ 645.00
266	Floor box with 2 duplex and 2 data	ea	\$ 1,315.00
267	Cable Trays for low voltage, Cabofil 12"w x 4"h Series CF150/300 or equal	lf	\$ 51.00
MISCELLANEOUS			
268	Contract and Project supervision - per hour	hr	\$ 270.00

**SANTA CRUZ CITY SCHOOLS
 BID MATRIX
 UNIT PRICE SUMMARY**

269	Engineering and design - per hour	hr	\$ 445.00
270	DSA Site Specific Document Preperation/Customization	hr	\$ 280.00
271	Structural Design of non-PC Concrete Foundation	hr	\$ 305.00
272	Single Story Upcharge for High Seismic Area, s SValue > 2.4	sf	\$ 10.10
273	Two Story Upcharge for High Seismic Area, s SValue > 2.4	sf	\$ 15.00
274	DSA MR1 Site Observation per Visit	ea	\$ 1,640.00
275	Bonds and Insurance	%	1.6%
276	DSA Stockpile Fee	%	2.4%
277	120 Ton Craning and rigging(eight hour minimum) - per hour	hr	\$ 1,125.00
278	200-350 Ton Craning and rigging e(ight hour minimum) - per hour	hr	\$ 2,580.00
279	On-site prevailing wage labor rate - per hour	hr	\$ 135.00
280	Kitchen	ea	\$ 20,315.00
281	Additional transportation rate beyond 60 miles up to 40' module	mile	\$ 8.70
282	Add ordinary hazard fire sprinklers (excludes riser)	sf	\$ 9.50
283	Fire riser	ea	\$ 3,260.00
284	Wall mounted TV Brackets	ea	\$ 985.00
285	Wall mounted 60" projection screens	ea	\$ 1,080.00
286	4' x 8' white marker board	ea	\$ 595.00
287	4'x16' white marker board	ea	\$ 1,290.00
288	Sliding Markerboard system	lf	\$ 170.00
289	Wire mold series 5500	lf	\$ 82.20
290	Aluminum slat roll-up security shutter - 8' x 4' window	ea	\$ 2,335.00
291	Hose bibb exposed wall spicot	ea	\$ 1,045.00
292	Recessed Hose bibb with secure door	ea	\$ 1,595.00
293	Stainless steel counter	lf	\$ 328.80
294	Semi-Recessed Fire Extinguisher Cabinet	ea	\$ 220.00
295	Roll-up Serving Windows	ea	\$ 4,930.00
296	Fly fans	ea	\$ 1,595.00
297	Aluminum louvered sunshades- clear annodized	lf	\$ 595.00
298	Steel louvered sunshades- hot-dipped galvanized	lf	\$ 458.00
299	18" x 30" Stainless steel mirror in restrooms - Bobrick or equal	ea	\$ 445.00
300	General Cleaning	sf	\$ 2.90
301	Storage fee per module per month for delay schedule	ea	\$ 105.00
302	Daily Crew per diem outside 60 miles, per worker	day	\$ 152.00

**SANTA CRUZ CITY SCHOOLS
 BID MATRIX
 UNIT PRICE SUMMARY**

High Performance Items			
BUILDING ENVELOPE			
303	Louver Sunscreen w/Hot dipped galv finish	ea	\$ 5,985.00
304	60 mil PVC Cool Roof System	sf	\$ 15.70
305	3" Standing seam metal roof w/Kynar 500 finish/SRI 80	sf	\$ 13.90
306	Detached Roof to increase interior ceiling height and/or roof pitch	sf	\$ 65.80
307	Custom sized conditioned module	sf	\$ 307.70
308	HVAC Roof Screen	lf	\$ 223.00
309	8' x 8' Dual-glazed Low E Solarban 60 glazing - exterior window	ea	\$ 4,670.00
310	6' x 8' Dual-glazed Low E Solarban 60 glazing - exterior window	ea	\$ 4,415.00
311	ADA Motorized Awning or Hopper Style Window	ea	\$ 2,250.00
312	3' x 8' Galv insulated exterior door w/16" sidelite	ea	\$ 5,965.00
313	Antimicrobial Exterior door hardware	ea	\$ 1,970.00
314	20" diameter Solatube Skylight w/adjustable damper	ea	\$ 3,380.00
315	36" galv metal wainscot	sf	\$ 58.80
316	IPE wainscot	sf	\$ 63.40
317	Cement board exterior clad siding	sf	\$ 23.70
318	Ceramic Tile Exterior siding	sf	\$ 56.40
319	Crossville exterior ceramic tile siding	sf	\$ 63.40
320	Architectural 24ga. Metal Siding wall finish w/Kynar finish	sf	\$ 15.70
INSULATION			
321	R-19 Recycled Denim Thermal Insulation	sf	\$ 2.90
322	R-30 Recycled Denim Thermal Insulation	sf	\$ 4.50
323	Foil faced insulation	sf	\$ 0.50
324	1" Thick foil faced Poly wall Foam insulation	sf	\$ 2.90
FLOOR & WALL			
325	Carpet Tile Flooring	sf	\$ 5.40
326	Cloud suspended ceiling system	sf	\$ 17.40
327	Tectum ceiling tiles	sf	\$ 7.40
328	Custom ceiling T-grid system	sf	\$ 21.60
329	Walk-off mat	ea	\$ 680.00
330	Marmoleum Composition tile flooring	sf	\$ 7.20
331	Marmoleum Composition sheet flooring	sf	\$ 8.90
332	Armstrong BioBased vinyl tile flooring	sf	\$ 9.90
333	Luxury Vinyl Tile flooring	sf	\$ 10.70
334	Low and/or Zero VOC paints/primers	gl	\$ 110.00
335	Double canted 8'-6" to 10'-0" vaulted 2x2 T-bar ceiling	sf	\$ 18.80
336	Steel Framing w/80% recycled content - non-bearing walls	lf	\$ 4,120.00

**SANTA CRUZ CITY SCHOOLS
 BID MATRIX
 UNIT PRICE SUMMARY**

337	Vinyl tackable wall surface w/low VOC	sf	\$ 3.20
338	Aluminum slat walls	sf	\$ 51.70
339	Mold inhibitive gypsum sheathing	sf	\$ 2.90
340	Wood blocking in wall	lf	\$ 8.90
341	Metal blocking in wall	lf	\$ 10.70
CASEWORK			
342	Lower Base cabinet -WI #101 - L18 x H34 x D24 - FSC compliant	ea	\$ 560.00
343	Lower Base cabinet -WI #102 - L36 x H34 x D24 - FSC compliant	ea	\$ 1,115.00
344	Cubby storage - WI #120 - L36 x H34 x D24 (6 cubicles) - FSC compliant	ea	\$ 845.00
345	Lower Base cabinet w/ drawers & doors W- I #212 - FSC compliant	ea	\$ 610.00
346	Lower Base cabinet w/ drawers -WI #231 - FSC compliant	ea	\$ 1,220.00
347	Open upper cabinet - WI #300 x L36 x H30 x D12- FSC compliant	lf	\$ 960.00
348	Upper cabinet & doors - WI #302 - L36 x H30 x D12 - FSC compliant	lf	\$ 998.00
349	Wall hung cabinet w/ glass doors -WI #324 - FSC compliant	ea	\$ 1,290.00
350	Open tall storage cabinet - WI #400 - L36 x H84 x D24 - FSC compliant	ea	\$ 2,125.00
351	Lockable tall storage cabinet - WI #402 - L36 x H84 x D24 - FSC compliant	ea	\$ 2,465.00
352	Lockable tall storage cabinet with glass doors WI #408 - FSC compliant	ea	\$ 2,745.00
353	Tall teacher cabinet - WI #530 - L48 x H84 x D24 - FSC compliant	ea	\$ 2,675.00
354	Low book shelves - WI #600 - L36 x H42 x D9 - FSC compliant	lf	\$ 280.00
355	Tall book shelves/shelving WI #602 - FSC compliant	ea	\$ 610.00
356	Backpack hooks, L48 (15 hooks) - FSC compliant	ea	\$ 455.00
357	Plumbed ADA sink - 4 lf - FSC compliant	ea	\$ 4,955.00
358	ADA Sink cabinet - FSC compliant	ea	\$ 1,300.00
359	Teaching wall - FSC compliant	lf	\$ 1,855.00
360	Custom Teaching wall	lf	\$ 2,090.00
361	Science work station - FSC compliant	ea	\$ 12,670.00
362	Computer station 24" deep - counter top only	lf	\$ 315.00
PLUMBING			
363	Cast iron waste plumbing in lieu of ABS	lf	\$ 6.30
364	Manual Dual Flush restroom fixture controls	ea	\$ 445.00
365	High recycled content plastic toilet partitions	lf	\$ 458.00
366	Infrared restroom fixture controls	ea	\$ 655.00
367	High Performance Interior All Gender toilet room	ea	\$ 27,430.00
MECHANICAL			
368	Add Thermal Displacement Ventilation 5-ton HVAC System	ea	\$ 22,900.00
369	Add 15 SEER Roof mounted HVAC w/MERV 13 filter	ea	\$ 15,500.00
370	Add 15 SEER Split System w/MERV 13 filter	ea	\$ 18,615.00
371	Add Ceiling Cartridge HVAC system	ea	\$ 6,550.00

**SANTA CRUZ CITY SCHOOLS
 BID MATRIX
 UNIT PRICE SUMMARY**

372	Add 4-ton Bard I-tec indoor HVAC unit	ea	\$ 15,945.00
373	Add 5-ton Bard I-tec indoor HVAC unit	ea	\$ 17,285.00
374	Infrared hand dryer	ea	\$ 1,090.00
375	Add Fresh air economizer/damper for HVAC unit	ea	\$ 1,065.00
ELECTRICAL			
376	2' x 4' LED indirect light fixtures	ea	\$ 365.00
377	LED indirect dimmable 2' x 4' interior light	ea	\$ 490.00
378	LED in-direct non-dimmable 2' x 4' interior light	ea	\$ 445.00
379	Roof mounted Solar Panel System	kw	\$ 8,385.00
380	LED designer series external light fixture	ea	\$ 1,030.00
381	Daylight sensing integrated controls	ea	\$ 6,060.00
382	Audio visual controls	ea	\$ 19,425.00
MISCELLANEOUS			
383	PVC free manual roll-up shades	lf	\$ 170.00
384	CHPS Certification	ea	\$ 47,280.00
385	LEED Certification	ea	\$ 59,470.00



American Modular Systems
787 Spreckels Avenue
Manteca CA, 95336
P 209.825.1921

April 10, 2023

Santa Cruz City Schools
133 Mission Street
Suite 100
Santa Cruz, CA 95060

ATTN: Kris Munro, Superintendent

RE: 2020 Facility Supply Services Contract – 1-Year Renewal Request

Ms. Munro:

Please accept this letter as our formal request to Santa Cruz City Schools and its Board to extend the Facility Supply Service Contract for an additional one-year term, in accordance with provisions contained in the Education Code and the original contract documents – Contract Period section within the Instruction to Bidders.

With the implementation of the 2019 CBC code, imminent change to 2022 CBC, as well as the price increase of raw materials, we are also kindly requesting price increase per the RS Means Construction Cost Index (CCI). Pricing for all base buildings, alternatives and additive alternates shall be increased by a compounding 17.44% for increases in years 2021 and 2022. The new Contract period will begin June 11, 2023 and will end June 10, 2024.

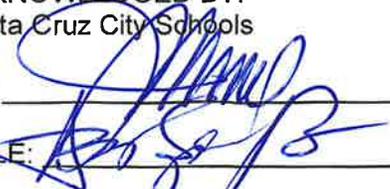
Thank you for your business and the positive relationship which has existed between American Modular Systems and Santa Cruz City Schools during the course of this Contract. We look forward to continuing our collaboration with the District and help meet the District’s future construction needs.

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 BY:
Santa Cruz City Schools

BY: 

TITLE: _____

SUBJECT TO FINAL BOARD APPROVAL

DATE: 05/10/23

| AMERICANMODULAR.COM

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

Convene Closed Session

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

Public Comments for Closed Session Agenda Items

None

Convene Open Session

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

Attendance at Meeting

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

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

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

Kris Munro, Superintendent

Dorothy Coito, Assistant Superintendent, Educational Services

Molly Parks, Assistant Superintendent, Human Resources

Jim Monreal, Assistant Superintendent, Business Services

Members of the Audience

Welcome and Format

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

PUBLIC COMMENTS

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

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

Agenda Changes, Additions, or Deletions

Superintendent Munro reported the following agenda changes:

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

SUPERINTENDENT'S REPORT

Superintendent's Report

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

Student's Report

None

BOARD MEMBERS' REPORTS

Board Members' Reports

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

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

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

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

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

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

Board President's Report

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

APPROVAL OF MINUTES

None

GENERAL PUBLIC BUSINESS

Consent Agenda

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

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

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

The motion was passed by the following roll call vote:

Roll Call Vote:

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

Closed Session Items

8.4.1. Report of Actions Taken in Closed Session

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

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

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

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

ITEMS TO BE TRANSACTED AND/OR DISCUSSED

8.5.1.1. Staff Report: Curriculum Master Plan Update

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

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

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

8.5.2.1. Staff Report: Budget Development Update

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

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

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

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

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

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

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

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

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

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

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

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

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

8.5.3.1. New Business: Annual Declaration of Need

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

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

8.5.4.1. Staff Report: COVID-19 District Response Update

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

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

8.5.4.2. New Business: Board Policy Updates

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

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

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

8.5.4.2. Discussion: Possible Items for Future Meeting Agendas

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

9. Adjournment of Meeting

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

Board Meeting Schedule Information

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

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

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

Respectfully submitted,

Kris Munro, Superintendent
Santa Cruz City Schools

Cynthia Ranii, President
Board of Education

Santa Cruz Sentinel

324 Encinal Street
Santa Cruz, CA 95060
831-429-2415
scslegals@santacruzsentinel.com
2041978

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

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

STATE OF CALIFORNIA

SS.

COUNTY OF SANTA CRUZ

Public Notice

I, the undersigned, declare:

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

04/08/2020, 04/15/2020

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

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



Signature

Legal No. 0006475775

INVITATION TO BID- R1

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

Facility Supply Services Contract at Various Sites

2. Sealed Bids will be received until 10 a.m., April 30, 2020, at the District Facility Office, located at 536 Palm Street, Santa Cruz, CA 95060, at or after which time the bids will be opened and publicly read aloud. Any claim by a bidder of error in its bid must be made in compliance with section 5100 et seq. of the Public Contract Code. Any bid that is submitted after this time will not be opened and shall be returned to the bidder.

3. The Project consists of:

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

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

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

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

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

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

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

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

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

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

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

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

the date of the bid opening.

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

DOCUMENT 00 01 10

TABLE OF CONTENTS - CONTRACT DOCUMENTS

PROCUREMENT AND CONTRACTING REQUIREMENTS

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

SPECIFICATIONS – GENERAL REQUIREMENTS

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

TECHNICAL SPECIFICATIONS

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

DRAWINGS/DIAGRAMS FOR BID FORM

SEE SECTION 00 01 15

END OF DOCUMENT

DOCUMENT 00 01 15

LIST OF DRAWINGS, TABLES AND SCHEDULES

DRAWINGS /DIAGRAMS FOR BID FORM

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

END OF DOCUMENT

INVITATION TO BID

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

Facility Supply Services Contract at Various Sites

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

3. The Project consists of:

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

4. All bids shall be on the form provided by the District. Each bid must conform and be responsive to all pertinent Contract Documents, including, but not limited to, the Instructions to Bidders.
5. To bid on this Project, the Bidder is required to possess one or more of the following State of California Contractor Licenses: B

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

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

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

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

END OF DOCUMENT

INSTRUCTIONS TO BIDDERS

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

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

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

Facility Supply Services Contract at Various Sites

2. **Bid Documents** The Contract Documents, including the Drawings and Specifications are available from Bartos Architecture. Contract Documents available by emailing request to Neal Sellers at Bartos Architecture. ns@bartosarchitecture.com.

3. **Sealed Bids** District will receive sealed Bids from Bidders as indicated in the Notice to Bidders and each Bidder shall ensure that its Bid:

- 3.1. Is sealed and marked with name and address of the Bidder, the Project name and number, the bid number and bid package (if applicable), and the date for opening bids;

- 3.2. Contains all documents as required herein; and

- 3.3. Is submitted by date and time shown in the Notice to Bidders.

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

5. **Bid Form** Bidders must submit Bids on the Bid Form and all other required District forms. Bids not submitted on the District's required forms shall be deemed non-responsive and shall not be considered. Additional sheets required to fully respond to requested information are permissible. Bidders shall not modify the Bid Form or qualify their Bids. Bidders shall not submit scanned, re-typed, word-processed, or otherwise recreated versions of the Bid Form or other District-provided documents. Numbers must be stated in figures and the signatures of all individuals must be in longhand.

6. **Complete Bids** Bidders must supply all information required by each Bid Document. Bids must be full and complete. District reserves the right in its sole discretion to reject any Bid as non-responsive as a result of any error or omission in the Bid. Bidders must complete and submit all of the following documents with the Bid Form:

- Bid Bond or other security
- Designated Subcontractors List
- Noncollusion Affidavit
- DSA Approved PC Design Drawings for Building A-HP

- 6.1. **Bid Bond or Other Security** Bidders must submit their Bid Form with cash, a cashier's check or a certified check payable to District, or a bid bond by an admitted surety insurer of not less than ten percent (10%) of their base Bid amount, including all additive alternates. Required form of corporate surety, Bid Bond, is provided by District and must be used and fully completed by Bidders choosing to provide a Bid Bond as security. The Surety on Bidders' Bid Bond must be an insurer admitted in the State of California and authorized to issue surety bonds in the State of California. Bids submitted without necessary bid security will be deemed non-responsive and will not be considered.

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

12.2. Bidder has made a complete disclosure in writing to the District of all facts bearing upon any possible interest, direct or indirect, that Bidder believes any representative of the District or other officer or employee of the District presently has or will have in this Contract or in the performance thereof or in any portion of the profits thereof;

12.3. Bidder must, prior to bidding, perform the work, investigations, research, and analysis required by the Instructions to Bidders and that Bidder represented in its Bid Form and the Agreement that it performed prior to bidding. Bidder is charged with all information and knowledge that a reasonable bidder would ascertain from having performed this required work, investigation, research, and analysis. Bid prices must include entire cost of all work "incidental" to completion of the Work.

13. Questions All questions about the meaning or intent of the Contract Documents are to be directed in writing to the Bartos Architecture. Interpretations or clarifications considered necessary by Bartos Architecture in response to such questions will be issued in writing by Addenda emailed to all parties recorded by Bartos Architecture as having received the Contract Documents. Questions received less than **SEVEN (7)** calendar days prior to the date for opening Bids may not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

14. Addenda Addenda may also be issued to modify parts of the Contract Documents as deemed advisable by Bartos Architecture. Bidder must acknowledge each Addendum in its Bid Form by number or its Bid may be considered non-responsive. Each Addenda shall be part of the Contract Documents. A complete listing of Addenda may be obtained from Bartos Architecture.

15. Prequalification This Contract is not subject to prequalification.

16. Substitution for Specified Items Bids shall be based on products and systems specified in Contract Documents or listed by name in Addenda. All requests must comply with the requirements specified in the Special Conditions, the Specifications and the following:

16.1. Request for Substitution Prior to Bid

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

16.1.2. The District's denial of a substitution request prior to the date of bid opening shall be conclusive, requiring Bidders to list only approved items. The District is not responsible and/or liable in any way for a Bidder's damages and/or claims related, in any way, to that Bidder's basing its bid on any requested substitution that the District has not approved. Bidder's Bid shall be deemed non-responsive if it identifies a product or manufacturer of a non-approved substitution.

16.1.3. Approved substitutions shall be listed in Addenda.

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

16.2. Request for Substitution after Bid Award Substitutions may be requested after Contract has been awarded only if indicated in and in accordance with requirements specified in the Special Conditions.

16.3. Information with Request Requests for substitutions shall contain sufficient information to assess acceptability of the product or system and impact to Project, including, without limitation, the requirements specified in the Special Conditions and the Specifications. Insufficient information shall be grounds for rejection of substitution.

17. **Alternates** The Contract may include alternates. Alternates are defined as alternate products, materials, equipment, systems, methods, or major elements of the construction, that may, at the District's option and under terms established in the Contract and pursuant to section 20103.8 of the Public Contract Code, be selected for the Work. The District shall award the Contract, if it awards it at all, to the lowest responsive responsible bidder based on the criteria as indicated in the Notice to Bidders.

18. **Withdrawal of Bids** Any bidder may withdraw his bid either personally or by written request, at any time prior to the scheduled closing time for receipt of bids. All requests for bid withdrawal must be accompanied with a power-of-attorney or other proof acceptable to the District, which authorizes the individual requesting the bid withdrawal to so act on behalf of the bidder. The bid security for bids withdrawn prior to the scheduled closing time for receipt of bids, in accordance with this paragraph shall be returned on demand thereof.

19. **Notice of Award** The Bidder awarded the Contract shall execute and submit the following documents by 5:00 p.m. of the **SEVENTH (7TH)** calendar day following the date of the Notice of Award. Failure to properly and timely submit these documents entitles District to, among other remedies, make a claim against Bidder's Bid Bond or deposit Bidder's cash, cashier's check, or certified check. The proceeds thereof may be retained by District as liquidated damages, in District's sole discretion.

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

20. **Bid Deposit Return** Deposits of three or more low bidders, the number being at the discretion of the District will be held for sixty (60) days or until posting by the successful bidder(s) of the bonds and certificates of insurance required and return of executed copies of the appropriate agreement form, whichever first occurs, at which time the deposits will be returned.

21. **Forfeiture for Failure to Post Security and Executive Agreement** In the event that the bidder to whom Notice of Intent to Award contract is given fails or refuses to post the required bonds and certificates of insurance and return executed copies of the appropriate agreement form within (5) calendar days from the date of receiving said Notice of Intent to Award, the District may declare the bidder's bid deposit or bond forfeited as damages caused by the failure of the bidder to post such security and execute such copies of the appropriate agreement for Facility Supply Services Contract and may give Notice of Intent to Award Contract to the next lowest responsible bidder, or may call for new bids.

22. **Notice to Proceed** District may issue a Notice to Proceed within **THREE (3)** months from the date of the Notice of Award. Upon receipt of the Notice to Proceed, Contractor shall complete the Work within the period of time indicated in the Contract Documents. It is further expressly understood by Contractor that Contractor shall not be entitled to any claim of additional compensation or additional time when the Notice to Proceed is issued within the 3-month period.

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

23. **Work Phases** The work will consist of two Phases.

The Phase I work shall be commenced on or before the date stated in the District's Notice to Proceed with Phase I work (Phase II work is contingent upon DSA approval), and shall be completed within the time frame as agreed upon between the District and Contractor, dependent on the complexity of the project

The Phase II work shall be commenced on the date stated in the District's Notice to Proceed with Phase II given there are stamped approved plans and specifications by the Division of the State Architect and a job inspection card has been issued.

Work shall be as delineated in the Special Conditions and the Information to Bidders.

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

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

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

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

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

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

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

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

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

Option Granted _____ **XXXX** _____

Option Not Granted _____

The following entities are eligible to purchase from this Contract:

ADDITIONAL PUBLIC AGENCY LIST

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

ALAMEDA COUNTY

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

ALPINE COUNTY

Alpine County Office of Education
Alpine County Unified School District

AMADOR COUNTY

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

BUTTE COUNTY

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

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

CALAVERAS COUNTY

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

COLUSA COUNTY

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

CONTRA COSTA COUNTY

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

DEL NORTE COUNTY

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

EL DORADO COUNTY

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

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

FRESNO COUNTY

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

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

GLENN COUNTY

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

HUMBOLDT COUNTY

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

Southern Humboldt Joint Unified School District
Trinidad Union Elementary School District

IMPERIAL COUNTY

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

INYO COUNTY

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

KERN COUNTY

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

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

KINGS COUNTY

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

Reef-Sunset Unified School District

LAKE COUNTY

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

LASSEN COUNTY

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

LOS ANGELES COUNTY

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

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

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

MADERA COUNTY

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

MARIN COUNTY

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

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

MARIPOSA COUNTY

Mariposa County Office of Education
Mariposa County Unified School District

MENDOCINO COUNTY

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

MERCED COUNTY

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

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

MODOC COUNTY

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

MONO COUNTY

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

MONTEREY COUNTY

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

NAPA COUNTY

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

NEVADA COUNTY

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

ORANGE COUNTY

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

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

PLACER COUNTY

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

PLUMAS COUNTY

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

RIVERSIDE COUNTY

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

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

SACRAMENTO COUNTY

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

SAN BENITO COUNTY

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

SAN BERNARDINO COUNTY

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

SAN DIEGO COUNTY

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

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

SAN FRANCISCO COUNTY

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

SAN JOAQUIN COUNTY

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

SAN LUIS OBISPO COUNTY

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

SAN MATEO COUNTY

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

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

SANTA BARBARA COUNTY

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

SANTA CLARA COUNTY

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

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

SANTA CRUZ COUNTY

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

SHASTA COUNTY

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

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

SIERRA COUNTY

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

SISKIYOU COUNTY

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

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

SOLANO COUNTY

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

SONOMA COUNTY

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

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

STANISLAUS COUNTY

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

SUTTER COUNTY

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

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

TEHAMA COUNTY

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

TRINITY COUNTY

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

TULARE COUNTY

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

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

TUOLUMNE COUNTY

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

VENTURA COUNTY

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

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

YOLO COUNTY

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

YUBA COUNTY

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

CALIFORNIA STATE UNIVERSITIES

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

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

CALIFORNIA COMMUNITY COLLEGES

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

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

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

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

END OF DOCUMENT

DOCUMENT 00 41 13

BID FORM

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

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

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

PROJECT: Facility Supply Services Contract at Various Sites

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

USE ATTACHED BID FORM MATRIX

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

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

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

USE ATTACHED BID FORM MATRIX

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

**FACILITES SUPPLY CONTRACT
SANTA CRUZ CITY SCHOOLS
BID MATRIX**

ITEM		A 24x40 Classroom	B 36X40 Classroom	C 48X40 Classroom	D 12X40 Module	E 30X32 Classroom	F 10X32 Module
1	BASE BID PRICE	\$ 81,160.00	\$ 120,660.00	\$ 158,290.00	\$ 39,480.00	\$ 87,580.00	\$ 29,190.00
2	CONCRETE FOUNDATION - BELOW GRADE	\$ 28,800.00	\$ 43,200.00	\$ 57,600.00	\$ 14,400.00	\$ 32,640.00	\$ 10,880.00
3	100 LB FOUNDATION SYSTEM	\$ 3,080.00	\$ 4,630.00	\$ 6,170.00	\$ 1,540.00	\$ 3,720.00	\$ 1,240.00
4	150 LB FOUNDATION SYSTEM	\$ 3,640.00	\$ 5,450.00	\$ 7,270.00	\$ 1,820.00	\$ 4,290.00	\$ 1,430.00
5	65 LB STIFFENED FLOOR	\$ 3,090.00	\$ 4,630.00	\$ 6,180.00	\$ 1,550.00	\$ 3,720.00	\$ 1,240.00
6	100 LB STIFFENED FLOOR	\$ 3,400.00	\$ 5,100.00	\$ 6,800.00	\$ 1,700.00	\$ 4,060.00	\$ 1,360.00
7	150 LB STIFFENED FLOOR	\$ 3,620.00	\$ 5,420.00	\$ 7,240.00	\$ 1,810.00	\$ 4,190.00	\$ 1,400.00
8	9' CEILING - FLAT ROOF	\$ 4,280.00	\$ 6,420.00	\$ 8,560.00	\$ 2,140.00	\$ 4,290.00	\$ 1,430.00
9	10" CEILINGS AND/OR VAULTED	\$ 9,840.00	\$ 14,760.00	\$ 19,680.00	\$ 4,920.00	\$ 12,000.00	\$ 4,000.00
10	60 LB SNOWLOAD	\$ 16,200.00	\$ 24,300.00	\$ 32,400.00	\$ 8,100.00	\$ 18,160.00	\$ 6,060.00
11	LIGHTWEIGHT CONCRETE FLOOR	\$ 13,810.00	\$ 20,720.00	\$ 27,620.00	\$ 6,910.00	\$ 14,260.00	\$ 4,760.00

**FACILITES SUPPLY CONTRACT
SANTA CRUZ CITY SCHOOLS
BID MATRIX**

ITEM		G Steep Pitch 24x40 Classroom	H Steep Pitch 36x40 Classroom	I Steep Pitch 48x40 Classroom	J Steep Pitch 12x40 Module	K Steep Pitch 30x32 Classroom	L Steep Pitch 10x32 Module
1	BASE BID PRICE	\$109,340	\$164,050	\$218,690	\$54,670	\$116,560	\$38,850
2	CONCRETE FOUNDATION - BELOW GRADE	\$28,800	\$43,200	\$57,600	\$14,400	\$32,640	\$10,880
3	100 LB FOUNDATION SYSTEM	\$3,080	\$4,630	\$6,170	\$1,540	\$3,720	\$1,240
4	150 LB FOUNDATION SYSTEM	\$3,640	\$5,450	\$7,270	\$1,820	\$4,290	\$1,430
5	65 LB STIFFENED FLOOR	\$3,090	\$4,630	\$6,180	\$1,550	\$3,720	\$1,240
6	100 LB STIFFENED FLOOR	\$3,400	\$5,100	\$6,800	\$1,700	\$4,060	\$1,360
7	150 LB STIFFENED FLOOR	\$3,620	\$5,420	\$7,240	\$1,810	\$4,190	\$1,400
8	9' CEILING - FLAT ROOF	\$4,280	\$6,420	\$8,560	\$2,140	\$4,290	\$1,430
9	10" CEILINGS AND/OR VAULTED	\$9,840	\$14,760	\$19,680	\$4,920	\$12,000	\$6,060
10	60 LB SNOWLOAD	N/A	N/A	N/A	N/A	N/A	N/A
11	LIGHTWEIGHT CONCRETE FLOOR	\$13,810	\$20,720	\$27,620	\$6,910	\$14,260	\$4,760

**FACILITES SUPPLY CONTRACT
SANTA CRUZ CITY SCHOOLS
BID MATRIX**

ITEM	M	N	O	P	Q	R	S	T	
	2-Story Bldg 48X40 Classroom	2-Story Bldg 12X40 Module	2-Story Bldg 56X36 Classroom	2-Story Bldg 14X36 Module	2-Story Elevator Module	Restroom-A 12x40 Module	Restroom-B 12x40 Module	Restroom-C 12x40 Module	
1	BASE BID PRICE	\$1,044,480	\$261,120	\$1,130,560	\$282,640	\$226,200	\$92,930	\$97,230	\$100,840
2	CONCRETE FOUNDATION - BELOW GRADE	\$65,280	\$16,320	\$68,540	\$17,640	\$22,890	\$15,360	\$15,360	\$15,360
3	100 LB FOUNDATION SYSTEM	\$4,220	\$1,060	\$4,440	\$1,110	N/A	\$2,200	\$2,200	\$2,200
4	150 LB FOUNDATION SYSTEM	\$6,140	\$1,540	\$6,460	\$1,620	N/A	\$2,560	\$2,560	\$2,560
5	65 LB STIFFENED FLOOR	Incl	Incl	Incl	Incl	N/A	\$1,490	\$1,490	\$1,490
6	100 LB STIFFENED FLOOR	Incl	Incl	Incl	Incl	N/A	\$1,720	\$1,720	\$1,720
7	150 LB STIFFENED FLOOR	\$15,120	\$3,780	\$16,060	\$4,015	N/A	\$2,020	\$2,020	\$2,020
8	9' CEILING - FLAT ROOF	\$17,280	\$4,320	\$17,500	\$4,380	N/A	\$3,800	\$3,800	\$3,800
9	10" CEILINGS AND/OR VAULTED	\$23,040	\$5,760	\$24,192	\$6,048	N/A	\$5,640	\$5,640	\$5,640
10	60 LB SNOWLOAD	N/A	N/A	N/A	N/A	N/A	\$15,200	\$15,200	\$15,200
11	LIGHTWEIGHT CONCRETE FLOOR	\$55,240	\$13,810	\$57,660	\$14,420	N/A	\$7,860	\$7,860	\$7,860

FACILITES SUPPLY CONTRACT - BID No.
SANTA CRUZ CITY SCHOOLS
BID MATRIX

ITEM		A-HP 24x40 Classroom	B-HP 12X40 Module	C-HP 30X32 Classroom	D-HP 10X32 Module	E-HP 28X36 Classroom	F-HP 14X36 Module	G-HP 2-Story Bldg 56x36 Classroom	H-HP 2-Story Bldg 14x36 Module
1	BASE BID PRICE	\$236,160	\$118,100	\$248,600	\$82,860	\$247,060	\$123,200	\$1,439,420	\$359,860
2	CONCRETE FOUNDATION - BELOW GRADE	\$28,800	\$14,400	\$32,640	\$10,880	\$30,240	\$15,120	\$68,540	\$17,640
3	100 LB FOUNDATION SYSTEM	\$2,800	\$1,400	\$2,900	\$980	\$3,000	\$1,500	\$2,420	\$17,740
4	150 LB FOUNDATION SYSTEM	\$3,200	\$1,600	\$3,300	\$1,100	\$3,400	\$1,700	\$4,440	\$18,250
5	65 LB STIFFENED FLOOR	N/A	N/A	\$98	N/A	N/A	N/A	N/A	N/A
6	100 LB STIFFENED FLOOR	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
7	150 LB STIFFENED FLOOR	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
8	9' CEILING - FLAT ROOF	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
9	10" CEILINGS AND/OR VAULTED	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
10	60 LB SNOWLOAD	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
11	LIGHTWEIGHT CONCRETE FLOOR	INCL.	INCL.	INCL.	INCL.	INCL.	INCL.	INCL.	INCL.

**FACILITES SUPPLY CONTRACT - BID No.
SANTA CRUZ CITY SCHOOLS
BID MATRIX**

ITEM		I-HP Restroom-A 12x40 Module	J-HP Restroom-B 12x40 Module	K-HP Restroom-A 14x36 Module	L-HP Restroom-B 14x36 Module
1	BASE BID PRICE	\$212,440	\$219,100	\$216,800	\$221,060
2	CONCRETE FOUNDATION - BELOW GRADE	\$15,360	\$15,360	\$15,920	\$15,920
3	100 LB FOUNDATION SYSTEM	\$2,200	\$2,200	\$2,600	\$2,600
4	150 LB FOUNDATION SYSTEM	\$2,560	\$2,560	\$2,960	\$2,960
5	65 LB STIFFENED FLOOR	N/A	N/A	N/A	N/A
6	100 LB STIFFENED FLOOR	N/A	N/A	N/A	N/A
7	150 LB STIFFENED FLOOR	N/A	N/A	N/A	N/A
8	9' CEILING - FLAT ROOF	N/A	N/A	N/A	N/A
9	10" CEILINGS AND/OR VAULTED	N/A	N/A	N/A	N/A
10	60 LB SNOWLOAD	N/A	N/A	N/A	N/A
11	LIGHTWEIGHT CONCRETE FLOOR	INCL.	INCL.	INCL.	INCL.

**SANTA CRUZ CITY SCHOOLS
 BID MATRIX
 UNIT PRICE SUMMARY**

ITEM	ADDITIVES	UNIT	PRICE
	BUILDING ENVELOPE		
12	Additional metal ramp and landing, with handrails	ea	\$ 3,560.00
13	Zero clearance ramp in lieu of standard ramp	ea	\$ 4,740.00
14	Cost per linear foot to extend metal ramp or landing and handrails	lf	\$ 510.00
15	Colored/painted metal roof deck in lieu of galvanized	sf	\$ 8.40
16	Convert 12x40 module to 14x36 - non High Performance	ea	\$ 4,100.00
17	Built-up roof-3-GNC	sf	\$ 9.20
18	Composition shingle roofing in lieu of metal roofing	sf	\$ 5.70
19	Add 60 mil single-ply roofing in lieu of metal roofing	sf	\$ 10.50
20	Add 60 mil single-ply roof system Garland, Sarnafil, Tremco, or equal	sf	\$ 20.80
21	Parapet - 6"- 18" height	lf	\$ 480.00
22	Parapet - 36" height	lf	\$ 560.00
23	Field installed parapet extension	lf	\$ 540.00
24	Mansard - Metal	lf	\$ 570.00
25	Mansard - Wood	lf	\$ 550.00
26	Provide up to 3:12 slope roof w/colored metal in lieu of 1/4:12 slope roof	sf	\$ 48.00
27	Provide up to 4:12 slope roof w/colored metal in lieu of 1/4:12 slope roof	sf	\$ 58.00
28	Add one steep pitchup to one (1') foot side overhangs(units G, H, I, J, K and L)	sf	\$ 410.00
29	Side awning - Canopy Type	sf	\$ 240.00
30	Side awning - Custom overhang	sf	\$ 280.00
31	T-1-11 Style Hardi Panel	sf	\$ 4.00
32	Exterior stucco finishsite appliedConventional 3-part	sf	\$ 24.60
33	Hybrid stucco system - factory applied- 3-part	sf	\$ 15.50
34	2" wide stucco reglet	lf	\$ 9.20
35	Stucco control joints	lf	\$ 9.80
36	Add thin set brick veneer	sf	\$ 46.00
37	Add 6" cementitious lap siding	sf	\$ 12.80
38	Add metal siding, 24 gauge	sf	\$ 11.10
39	Custrom 3-color exterior paint scheme	sf	\$ 4.80
40	Add for custom exterior colors for each modyleach color	ea	\$ 460.00
41	8' x 4' fixed, non-operablealuminum window - 46% tinted dual glazed	ea	\$ 1,310.00
42	6' x 4' fixed, non-operablealuminum window - 46% tinted dual glazed	ea	\$ 1,180.00
43	4' x 4' fixed, non-operablealuminum window - 46% tinted dual glazed	ea	\$ 1,080.00
44	4' x 5' fixed, non-operablealuminum window - 46% tinted dual glazed	ea	\$ 1,140.00
45	8' or 6' x 2' fixed, non-operable aluminum window - 46% tinted dual glazed	ea	\$ 1,120.00
46	8' x 4' fixed, non-operablehollow metal window - 46% tinted dual glazed	ea	\$ 1,680.00
47	6' x 4' fixed, non-operablehollow metal window - 46% tinted dual glazed	ea	\$ 1,500.00
48	4' x 4' fixed, non-operablehollow metal window - 46% tinted dual glazed	ea	\$ 1,400.00
49	Laminated glass in lieu of tempered glazing	sf	\$ 12.80

**SANTA CRUZ CITY SCHOOLS
 BID MATRIX
 UNIT PRICE SUMMARY**

ITEM	ADDITIVES	UNIT	PRICE
50	Painted exterior window frames	sf	\$ 3.80
51	Store front window assembly with tempered dual glazing	sf	\$ 4,100.00
52	Exterior 8' high folding glass door; Nanawall Model No. SL 70L or equal	lf	\$ 2,280.00
53	Exterior door package (steel) - 3' x 7'	ea	\$ 2,360.00
54	Exterior door package (steel) - 4' x 7'	ea	\$ 2,620.00
55	Exterior door with 1/8 view lite	ea	\$ 2,490.00
56	Continous hinge at exterior door	ea	\$ 200.00
57	Interior door package (wood) - 3' x 7'	ea	\$ 1,120.00
58	Interior door with 1/2 view light	ea	\$ 1,220.00
59	Interior door with full view light	ea	\$ 1,440.00
60	Interior door with dutch door	ea	\$ 670.00
61	Glass sliding barn door - 4' x 8'	ea	\$ 1,680.00
62	Interior one-hour fire rated door with smoke seal	ea	\$ 1,340.00
63	Primus Door Hardware	ea	\$ 260.00
64	BEST Door Hardware	ea	\$ 280.00
65	Removable core lockset upgrade	ea	\$ 95.00
66	Double exterior door with mullion and panic hardware	ea	\$ 7,540.00
67	Up-grade to welded door frame in lieu of knock down	ea	\$ 210.00
68	16" x 84" side light hollow-metal frame window	ea	\$ 910.00
69	Recessed Door Alcove	ea	\$ 1,820.00
70	Custom sized conditioned module	sf	\$ 260.00
71	Architectural Exterior Pop Out façade feature up to 16" deep - excludes finish	sf	\$ 56.00
72	Architectural Pop Out - Interior	sf	\$ 34.00
73	Panic hardware (Von Duprin99L or equal,of standard lock set)	ea	\$ 1,040.00
74	3" building separations (includes front & rear metal close off and roof cap)	ea	\$ 1,290.00
75	Full panel close-up - interior walls	ea	\$ 190.00
76	Two foot (2') wood close off between buildings	ea	\$ 1,320.00
77	Add enclosed soffit in lieu of metal soffit	sf	\$ 88.10
78	Up-grade exterior wall to one (1) hour rated	lf	\$ 10.70
79	Up-grade exterior wall to two (2) hour rated	lf	\$ 13.20
80	Up-grade to 2" x 6" Exterior wall framing	lf	\$ 4.40
81	Up-grade to 2" x 8" Exterior wall framing	lf	\$ 5.40
82	3" Schedule 40 Galvanized Downspouts	lf	\$ 56.00
	TWO STORY BUILDING		
83	Add 5 ft. wide concrete stairs w/landing for two-story building	ea	\$ 86,200.00
84	Exterior soffit recessed fluorescent light fixture	ea	\$ 540.00
85	Add 96" wide sky-bridge for two-story building	lf	\$ 2,280.00
86	60" high balcony railing on two-story building	lf	\$ 310.00

**SANTA CRUZ CITY SCHOOLS
 BID MATRIX
 UNIT PRICE SUMMARY**

ITEM	ADDITIVES	UNIT	PRICE
87	Two Story balcony water-proof coating	sf	\$ 27.10
88	Two Story 18" - 36" high parapet	lf	\$ 220.00
89	Up to 42" high Mechanical Screen at roof	lf	\$ 240.00
90	Detached Roof to increase interior ceiling height and/or roof pitch	sf	\$ 38.00
91	Two Story galvanized finish on railing	lf	\$ 220.00
92	Roof Hatch with Aluminum ladder	ea	\$ 3,620.00
93	Reconfigure 2-story building from exterior corridor to single center corridor	sf	\$ 250.00
94	Reconfigure 2-story building from exterior corridor to single interior/conditioned center corridor	sf	\$ 280.00
95	Two-story Custom sized conditioned module	sf	\$ 420.00
96	Vertical shade structure	lf	\$ 1,240.00
97	Horizontal Shade Structure	lf	\$ 1,320.00
98	Isolation curbs for rooftop HVAC units in lieu of standard curb	ea	\$ 1,380.00
99	Hot dipped galv. mesh guardrails	lf	\$ 240.00
100	Upgraded 2-story balcony guardrail mesh	lf	\$ 82.00
101	Solid picket hot dipped galvanized hand rail system	lf	\$ 60.00
102	24" balcony extension at elevator	ea	\$ 2,640.00
103	Upgraded Elevator Elevation Design	sf	\$ 22.00
104	Upgrade elevator doors to Stainless Steel	ea	\$ 980.00
105	Seismic joint at balcony	ea	\$ 1,190.00
106	2nd Flr Balcony/platform drainage System	ea	\$ 1,360.00
107	Custom Roof Structure	sf	\$ 38.00
108	Two Column Stair Canopy	ea	\$ 87,400.00
109	Three Column Stair Canopy	ea	\$ 92,300.00
110	Four Column Stair Canopy	ea	\$ 97,400.00
	FOUNDATION		
111	Additional wood foundation over standard 4.5" minimum height	in	\$ 294.00
112	Conc 2' x 3' access well or 1' x 4' vent well w/1" metal grate (spacing @ 1/2")	ea	\$ 1,920.00
113	Add 3" crawlspace concrete slurry rodent barrier	sf	\$ 4.70
114	Add 2" crawlspace concrete slurry rodent barrier	sf	\$ 4.20
115	Water proofing elevator foundation pit	ea	\$ 11,060.00
116	Foundation Crawl Space Dry Well	ea	\$ 3,920.00
117	Foundation Counter Flashing, 22 gauge x 12" wide	lf	\$ 6.10
118	Custom Flashing for exposed stemwalls - up to 16" high	lf	\$ 8.40
119	Single Story concrete foundation bolted embeds	ea	\$ 140.00
120	Single Story concrete foundation welded embeds	ea	\$ 155.00
121	Two Story concrete foundation welded embeds	ea	\$ 230.00
	INSULATION		
122	Up-grade roof insulation to R-30 unfaced	sf	\$ 0.70

**SANTA CRUZ CITY SCHOOLS
 BID MATRIX
 UNIT PRICE SUMMARY**

ITEM	ADDITIVES	UNIT	PRICE
123	Up-grade roof insulation to R-34 unfaced	sf	\$ 0.80
124	Up-grade roof insulation to R-38 unfaced	sf	\$ 1.05
125	Up-grade roof insulation w/FSK in lieu of unfaced	sf	\$ 0.60
126	Upgrade wall insulation to R-19 Kraft faced	sf	\$ 0.44
127	Upgrade wall insulation to R-21 Kraft faced	sf	\$ 0.50
128	Upgrade wall insulation to R-30 Kraft faced	sf	\$ 0.54
129	Upgrade wall insulation to R-34 Kraft faced	sf	\$ 0.64
	FLOOR & WALL		
130	Provide 5/16" cementitious floor underlayment	sf	\$ 3.60
131	Carpet upgrade to Patcraft In lieu of standard 26oz standard carpet	sf	\$ 2.80
132	Carpet upgrade to Mohawk Lees Faculty Remix in lieu of Standard 26oz standard carpet	sf	\$ 2.10
133	Carpet upgrade to Tandus Carpet Infinity in lieu of Standard 26oz. standard carpet	sf	\$ 2.90
134	Upgrade to Standardsheet vinyl in lieu of Standard 26oz standard carpet	sf	\$ 4.10
135	Upgrade to Standard covered sheet vinyl in lieu of 26oz standard carpet	sf	\$ 5.10
136	LVT - luxury vinyl tile in lieu of Standard 26oz standard carpet	sf	\$ 4.40
137	Forbo flooring in lieu of Standard 26oz standard carpet	sf	\$ 4.20
138	Upgrade to Standard Vinyl Composition Tile (VCT) flooring in lieu of standard 26 oz. standard carpet	sf	\$ 3.10
139	Additional coordination & labor for mosaic/custom carpet/resilient flooring/LVT/tile layout	sf	\$ 2.90
140	Add epoxy floor finish	sf	\$ 26.20
141	Terrazzo floor covering	sf	\$ 36.80
142	Polish concrete floor in lieu of floor covering	sf	\$ 40.60
143	Ceramic tile with thin set over 1/2" backing - Daltile 62"x2" or equal at floor	sf	\$ 36.60
144	1/8" Rubber Flooring - Mondo or equal	sf	\$ 19.50
145	Rubber sports flooring	sf	\$ 38.80
146	Interior nonrated 2" x 4" wall, 16" o.c. from floor to roof	lf	\$ 126.00
147	Interior one-hour fire rated 2" x 4" wall, 16" o.c. from floor to roof	lf	\$ 180.00
148	Operable wall - Modernfold 900 Series Floor Supported 8'-6" high STC 45 or equal	lf	\$ 1,280.00
149	Interior 8' high Folding Glass Door: Nanawall Model No.SL 45L or equal	lf	\$ 1,410.00
150	1-hour fire rated ceilings	sf	\$ 22.40
151	Ceramic tile with thin set over 1/2" backing - Daltile 6"x6" or equal at wall	sf	\$ 34.60
152	Provide 5/8" painted sheetrock ceiling in lieu of T-bar ceiling	sf	\$ 10.40
153	Provide 2'x2' ceiling t-grid and tile in lieu of standard 2'x4' - non Tegular	sf	\$ 3.40
154	Provide 2'x2' ceiling t-grid and Tegular tile in lieu of standard 2'x4'	sf	\$ 2.20
155	Low-sheen Painted gypsum wall - Level 4 finish in lieu of firtex	sf	\$ 13.40
156	Low-sheen Painted gypsum wall - Level 3 finish in lieu of firtex	sf	\$ 11.20
157	Fiberglass wall panels 3/32: (FRP) in lieu of vinyl covered tack board panels	sf	\$ 3.40
158	Floor to ceiling (up to 10ft. High) markerboard wall	sf	\$ 18.80
159	Upgrade vinyl wall covering to Koroseal "School Collection" or equal	sf	\$ 1.90

**SANTA CRUZ CITY SCHOOLS
 BID MATRIX
 UNIT PRICE SUMMARY**

ITEM	ADDITIVES	UNIT	PRICE
160	FRL wall panels	sf	\$ 4.20
161	2" x 4" metal wall framing	lf	\$ 2.90
162	2" x 6" metal wall framing	lf	\$ 4.10
163	2" x 8" metal wall framing	lf	\$ 4.80
164	Interior Window Alumnum Trim	ea	\$ 340.00
165	Interior Window Wood Trim	ea	\$ 170.00
	CASEWORK		
166	Lower Base cabinet -WI #101 - L18 x H34 x D24	ea	\$ 440.00
167	Lower Base cabinet -WI #102 - L36 x H34 x D24	ea	\$ 880.00
168	Cubby storage - WI #120 - L36 x H34 x D24 (6 cubicles)	ea	\$ 620.00
169	Lower Base cabinet w/ drawers & doors WI #212	ea	\$ 460.00
170	Lower Base cabinet w/ drawers WI #231	ea	\$ 950.00
171	Open wall hung cabinet - WI #300 x L36 x H30 x D12	ea	\$ 720.00
172	Wall hung cabinet & doors - WI #302 - L36 x H30 x D12	ea	\$ 760.00
173	Wall hung cabinet w/ glass doors -WI #324	ea	\$ 990.00
174	Open tall storage cabinet - WI #400 - L36 x H84 x D24	ea	\$ 1,580.00
175	Lockable tall storage cabinet - WI #402 - L36 x H84 x D24	ea	\$ 1,880.00
176	Lockable tall storage cabinet with glass doors WI #408	ea	\$ 2,080.00
177	Tall teacher cabinet - WI #530 - L48 x H84 x D24	ea	\$ 2,120.00
178	Low book shelves - WI #600 - L36 x H42 x D9	lf	\$ 220.00
179	Tall book shelves/shelving WI #602	lf	\$ 420.00
180	Backpack hooks, L48 (15 hooks)	Ea	\$ 320.00
181	Locking hardware at casework drawer or door	ea	\$ 70.00
182	Corian, or equal, solid surface countertop	sf	\$ 130.00
183	Corian, or equal, solid surface window sill/wing wall tops 4"-6" wide	sf	\$ 150.00
184	Plumbed ADA sink - 4 lf	ea	\$ 3,940.00
185	ADA sink cabinet	ea	\$ 1,510.00
186	Teaching wall w/ sliding marker boards	lf	\$ 1,440.00
187	Custom Teaching wall	lf	\$ 1,680.00
188	Science work station	ea	\$ 9,440.00
189	Acid proof epoxy science classroom counters	lf	\$ 340.00
190	Acid proof epoxy science classroom sink w/goose-neck faucet	ea	\$ 2,020.00
191	Computer station 24" deep - counter top only	lf	\$ 250.00
	PLUMBING		
192	Interior All Gender toilet room	ea	\$ 19,890.00
193	Plastic Toilet Partitions	lf	\$ 250.00
194	Sink bubbler	ea	\$ 380.00
195	Eye Wash Station with science sink	ea	\$ 920.00

**SANTA CRUZ CITY SCHOOLS
 BID MATRIX
 UNIT PRICE SUMMARY**

ITEM	ADDITIVES	UNIT	PRICE
196	Emergency science shower station	ea	\$ 4,600.00
197	Provide infrared sensor to water closet or lavatory	ea	\$ 670.00
198	Floor drain - Zurn w/trap primer	ea	\$ 1,490.00
199	Water closet - Adult/Child HDC w/grab bar	ea	\$ 1,670.00
200	Urinal w/flush valve	ea	\$ 1,340.00
201	Lavatory sink	ea	\$ 1,180.00
202	ADA Shower HDC Fiberglass	ea	\$ 4,430.00
203	ADA Shower w/ tub HDC Fiberglass	ea	\$ 4,520.00
204	Mop sink - 28" x 28"	ea	\$ 2,420.00
205	Pedestal Janitor sink	ea	\$ 3,060.00
206	Janitor closet mop rack	ea	\$ 380.00
207	Concession floor sink	ea	\$ 1,880.00
208	3-compartment stainless steel sink	ea	\$ 3,780.00
209	Acid proof waste plumbing - per fixture	ea	\$ 550.00
210	Plumbing Rough-in only	ea	\$ 460.00
211	Interior ADA wall mounted drinking fountain	ea	\$ 4,040.00
212	Exterior Hi/Low ADA drinking Fountain w/ Hydration station, Model Elkay VRCTL8WS or equal	ea	\$ 6,200.00
213	Exterior ADA Hydration Station	ea	\$ 5,900.00
214	Exterior ADA wall mounted drinking fountain	ea	\$ 5,540.00
	MECHANICAL		
215	10 gallon electric water heater	ea	\$ 760.00
216	20 gallon electric water heater	ea	\$ 820.00
217	30 gallon electric water heater	ea	\$ 870.00
218	Instant flow tankless electric water heater	ea	\$ 880.00
219	Roof mounted HVAC in lieu of wall-mounted unit - add 4 ton unit	ea	\$ 9,260.00
220	Roof mounted HVAC in lieu of wall-mounted unit - add 5 ton unit	ea	\$ 10,600.00
221	Add 3-1/2 ton wall mount HVAC unit	ea	\$ 4,810.00
222	Add 4 ton wall mount HVAC unit	ea	\$ 5,440.00
223	Add 5 ton wall mount HVAC unit	ea	\$ 5,810.00
224	Add 3-1/2 ton wall mount HVAC unit - Three Phase	ea	\$ 5,390.00
225	Add 4 ton wall mount HVAC unit - Three Phase	ea	\$ 5,910.00
226	Add 5 ton wall mount HVAC unit - Three Phase	ea	\$ 6,430.00
227	Add 15 SEER heat pump in lieu of base bid electric HVAC unit	ea	\$ 1,810.00
228	WAG 40 Gas HVAC heat pump in lieu of base bid electric HVAC unit	ea	\$ 2,840.00
229	HVAC return chase wall	ea	\$ 1,620.00
230	Supply register and 12' of ducting	ea	\$ 360.00
231	Return air register and 12' of ducting	ea	\$ 330.00
232	Utility rough-in for future service, i.e. gas, water, condensate line	lf	\$ 36.00

**SANTA CRUZ CITY SCHOOLS
 BID MATRIX
 UNIT PRICE SUMMARY**

ITEM	ADDITIVES	UNIT	PRICE
233	Science classroom gas turret	ea	\$ 660.00
234	Science Classroom fume hood w/MAU	ea	\$ 38,600.00
235	Science Classroom ventless fume hood	ea	\$ 32,400.00
236	Ceiling exhaust fan (120 CFM) with 6" duct to roof jack and 20 amp circuit	ea	\$ 550.00
237	Cooling only split system	ea	\$ 9,800.00
238	Air Balance Report (per system/zone)	ea	\$ 1,640.00
239	Certified Air Balance Report (Per system/zone)	ea	\$ 3,910.00
240	HVAC Fire damper	ea	\$ 460.00
	ELECTRICAL		
241	Wall 110v duplex receptacle with cover	ea	\$ 230.00
242	Wall quadplex receptacle with cover	ea	\$ 300.00
243	Recessed duplex 110v floor receptacle with cover	ea	\$ 990.00
244	GFCI receptacle with cover	ea	\$ 290.00
245	Wall data outlet w/1/2" conduit stubbed into attic cavity	ea	\$ 116.00
246	Wall data outlet w/1-1/2" conduit stubbed into attic cavity	ea	\$ 130.00
247	Wall data outlet w/2" conduit stubbed into attic cavity	ea	\$ 150.00
248	Continuous conduit to pull box within building - homerun	lf	\$ 12.40
249	Interior light switch	ea	\$ 220.00
250	Signal termination box 6"x6"x6" with 3/4" conduit stubbed above ceiling	ea	\$ 290.00
251	100 amp panel - single phase	ea	\$ 440.00
252	150 amp panel - single phase	ea	\$ 520.00
253	200 amp panel - single phase	ea	\$ 800.00
254	225 amp panel - single phase	ea	\$ 1,560.00
255	400 amp panel - single phase	ea	\$ 4,100.00
256	100 amp panel - three phase	ea	\$ 560.00
257	150 amp panel - three phase	ea	\$ 790.00
258	200 amp panel - three phase	ea	\$ 1,480.00
259	225 amp panel - three phase	ea	\$ 2,480.00
260	400 amp panel - three phase	ea	\$ 4,600.00
261	220v - 30 amp circuit outlet	ea	\$ 460.00
262	Dedicated computer circuit - 20 amp	ea	\$ 290.00
263	Exit light (High) with battery backup (wall mount)	ea	\$ 620.00
264	Exterior Flourescent light fixture	ea	\$ 380.00
265	Exterior light photo cell option per light fixture	ea	\$ 550.00
266	Floor box with 2 duplex and 2 data	ea	\$ 1,120.00
267	Cable Trays for low voltage, Cabofil 12"w x 4"h Series CF150/300 or equal	lf	\$ 44.00
	MISCELLANEOUS		
268	Contract and Project supervision - per hour	hr	\$ 230.00

**SANTA CRUZ CITY SCHOOLS
 BID MATRIX
 UNIT PRICE SUMMARY**

ITEM	ADDITIVES	UNIT	PRICE
269	Engineering and design - per hour	hr	\$ 380.00
270	DSA Site Specific Document Preperation/Customization	hr	\$ 240.00
271	Structural Design of non-PC Concrete Foundation	hr	\$ 260.00
272	Single Story Upcharge for High Seismic Area, SValue > 2.4	sf	\$ 8.60
273	Two Story Upcharge for High Seismic Area, SValue > 2.4	sf	\$ 12.80
274	DSA MR1 Site Observation per Visit	ea	\$ 1,400.00
275	Bonds and Insurance	%	1.6%
276	DSA Stockpile Fee	%	2.4%
277	120 Ton Craning and rigging(eight hour minimum) - per hour	hr	\$ 960.00
278	200-350 Ton Craning and rigging (eight hour minimum) - per hour	hr	\$ 2,200.00
279	On-site prevailing wage labor rate - per hour	hr	\$ 116.00
280	Kitchen	ea	\$ 17,300.00
281	Additional transportation rate beyond 60 miles up to 40' module	mile	\$ 7.40
282	Add ordinary hazard fire sprinklers (excludes riser)	sf	\$ 8.10
283	Fire riser	ea	\$ 2,780.00
284	Wall mounted TV Brackets	ea	\$ 840.00
285	Wall mounted 60" projection screens	ea	\$ 920.00
286	4' x 8' white marker board	ea	\$ 510.00
287	4'x16' white marker board	ea	\$ 1,100.00
288	Sliding Markerboard system	lf	\$ 148.00
289	Wire mold series 5500	lf	\$ 70.00
290	Aluminum slat roll-up security shutter - 8' x 4' window	ea	\$ 1,990.00
291	Hose bibbexposed wall spicot	ea	\$ 890.00
292	Recessed Hose bibb with secure door	ea	\$ 1,360.00
293	Stainless steel counter	lf	\$ 280.00
294	Semi-Recessed Fire Extinguisher Cabinet	ea	\$ 190.00
295	Roll-up Serving Windows	ea	\$ 4,200.00
296	Fly fans	ea	\$ 1,360.00
297	Aluminum louvered sunshades- clear annodized	lf	\$ 510.00
298	Steel louvered sunshades- hot-dipped galvanized	lf	\$ 390.00
299	18" x 30" Stainless steel mirror in restrooms - Bobrick or equal	ea	\$ 380.00
300	General Cleaning	sf	\$ 2.50
301	Storage fee per module per month for delay schedule	ea	\$ 90.00
302	Daily Crew per diem outside 60 miles per worker	day	\$ 130.00

**SANTA CRUZ CITY SCHOOLS
 BID MATRIX
 UNIT PRICE SUMMARY**

ITEM	ADDITIVES	UNIT	PRICE
	High Performance Items		
	BUILDING ENVELOPE		
303	Louver Sunscreen w/Hot dipped galv finish	ea	\$ 5,100.00
304	60 mil PVC Cool Roof System	sf	\$ 13.40
305	3" Standing seam metal roof w/Kynar 500 finish/SRI 80	sf	\$ 11.80
306	Detached Roof to increase interior ceiling height and/or roof pitch	sf	\$ 56.00
307	Custom sized conditioned module	sf	\$ 262.00
308	HVAC Roof Screen	lf	\$ 190.00
309	8' x 8' Dual-glazed Low E Solarban 60 glazing - exterior window	ea	\$ 3,980.00
310	6' x 8' Dual-glazed Low E Solarban 60 glazing - exterior window	ea	\$ 3,760.00
311	ADA Motorized Awning or Hopper Style Window	ea	\$ 1,920.00
312	3' x 8' Galv insulated exterior door w/16" sidelite	ea	\$ 5,080.00
313	Antimicrobial Exterior door hardware	ea	\$ 1,680.00
314	20" diameter Solatube Skylight w/adjustable damper	ea	\$ 2,880.00
315	36" galv metal wainscot	sf	\$ 50.10
316	IPE wainscot	sf	\$ 54.00
317	Cement board exterior clad siding	sf	\$ 20.20
318	Ceramic Tile Exterior siding	sf	\$ 48.00
319	Crossville exterior ceramic tile siding	sf	\$ 54.00
320	Architectural 24ga. Metal Siding wall finish w/Kynar finish	sf	\$ 13.40
	INSULATION		
321	R-19 Recycled Denim Thermal Insulation	sf	\$ 2.50
322	R-30 Recycled Denim Thermal Insulation	sf	\$ 3.80
323	Foil faced insulation	sf	\$ 0.40
324	1" Thick foil faced Poly wall Foam insulation	sf	\$ 2.50
	FLOOR & WALL		
325	Carpet Tile Flooring	sf	\$ 4.60
326	Cloud suspended ceiling system	sf	\$ 14.80
327	Tectum ceiling tiles	sf	\$ 6.30
328	Custom ceiling T-grid system	sf	\$ 18.40
329	Walk-off mat	ea	\$ 580.00
330	Marmoleum Composition tile flooring	sf	\$ 6.10
331	Marmoleum Composition sheet flooring	sf	\$ 7.60
332	Armstrong BioBased vinyl tile flooring	sf	\$ 8.40
333	Luxury Vinyl Tile flooring	sf	\$ 9.10
334	Low and/or Zero VOC paints/primers	gl	\$ 96.00
335	Double canted 8'-6" to 10'-0" vaulted 2x2 T-bar ceiling	sf	\$ 16.00
336	Steel Framing w/80% recycled content - non-bearing walls	lf	\$ 3,510.00

**SANTA CRUZ CITY SCHOOLS
 BID MATRIX
 UNIT PRICE SUMMARY**

ITEM	ADDITIVES	UNIT	PRICE
337	Vinyl tackable wall surface w/low VOC	sf	\$ 2.70
338	Aluminum slat walls	sf	\$ 44.00
339	Mold inhibitive gypsum sheathing	sf	\$ 2.50
340	Wood blocking in wall	lf	\$ 7.60
341	Metal blocking in wall	lf	\$ 9.10
	CASEWORK		
342	Lower Base cabinet -WI #101 - L18 x H34 x D24 - FSC compliant	ea	\$ 480.00
343	Lower Base cabinet -WI #102 - L36 x H34 x D24 - FSC compliant	ea	\$ 950.00
344	Cubby storage - WI #120 - L36 x H34 x D24 (6 cubicles) - FSC compliant	ea	\$ 720.00
345	Lower Base cabinet w/ drawers & doors WI #212 - FSC compliant	ea	\$ 520.00
346	Lower Base cabinet w/ drawers WI #231 - FSC compliant	ea	\$ 1,040.00
347	Open upper cabinet - WI #300 x L36 x H30 x D12- FSC compliant	lf	\$ 820.00
348	Upper cabinet & doors - WI #302 - L36 x H30 x D12 - FSC compliant	lf	\$ 850.00
349	Wall hung cabinet w/ glass doors WI #324 - FSC compliant	ea	\$ 1,100.00
350	Open tall storage cabinet - WI #400 - L36 x H84 x D24 - FSC compliant	ea	\$ 1,810.00
351	Lockable tall storage cabinet - WI #402 - L36 x H84 x D24 - FSC compliant	ea	\$ 2,100.00
352	Lockable tall storage cabinet with glass doors WI #408 - FSC compliant	ea	\$ 2,340.00
353	Tall teacher cabinet - WI #530 - L48 x H84 x D24 - FSC compliant	ea	\$ 2,280.00
354	Low book shelves - WI #600 - L36 x H42 x D9 - FSC compliant	lf	\$ 240.00
355	Tall book shelves/shelving WI #602 - FSC compliant	ea	\$ 520.00
356	Backpack hooks, L48 (15 hooks) - FSC compliant	ea	\$ 390.00
357	Plumbed ADA sink - 4 lf - FSC compliant	ea	\$ 4,220.00
358	ADA Sink cabinet - FSC compliant	ea	\$ 1,110.00
359	Teaching wall - FSC compliant	lf	\$ 1,580.00
360	Custom Teaching wall	lf	\$ 1,780.00
361	Science work station - FSC compliant	ea	\$ 10,790.00
362	Computer station 24" deep - counter top only	lf	\$ 270.00
	PLUMBING		
363	Cast iron waste plumbing in lieu of ABS	lf	\$ 5.40
364	Manual Dual Flush restroom fixture controls	ea	\$ 380.00
365	High recycled content plastic toilet partitions	lf	\$ 390.00
366	Infrared restroom fixture controls	ea	\$ 560.00
367	High Performance Interior All Gender toilet room	ea	\$ 23,360.00
	MECHANICAL		
368	Add Thermal Displacement Ventilation 5-ton HVAC System	ea	\$ 19,500.00
369	Add 15 SEER Roof mounted HVAC w/MERV 13 filter	ea	\$ 13,200.00
370	Add 15 SEER Split System w/MERV 13 filter	ea	\$ 15,850.00
371	Add Ceiling Cartridge HVAC system	ea	\$ 5,580.00

**SANTA CRUZ CITY SCHOOLS
 BID MATRIX
 UNIT PRICE SUMMARY**

ITEM	ADDITIVES	UNIT	PRICE
372	Add 4-ton Bard I-tec indoor HVAC unit	ea	\$ 13,580.00
373	Add 5-ton Bard I-tec indoor HVAC unit	ea	\$ 14,720.00
374	Infrared hand dryer	ea	\$ 930.00
375	Add Fresh air economizer/damper for HVAC unit	ea	\$ 910.00
	ELECTRICAL		
376	2' x 4' LED indirect light fixtures	ea	\$ 310.00
377	LED indirect dimmable 2' x 4' interior light	ea	\$ 420.00
378	LED in-direct non-dimmable 2' x 4' interior light	ea	\$ 380.00
379	Roof mounted Solar Panel System	kw	\$ 7,140.00
380	LED designer series external light fixture	ea	\$ 880.00
381	Daylight sensing integrated controls	ea	\$ 5,160.00
382	Audio visual controls	ea	\$ 16,540.00
	MISCELLANEOUS		
383	PVC free manual roll-up shades	lf	\$ 148.00
384	CHPS Certification	ea	\$ 40,260.00
385	LEED Certification	ea	\$ 50,640.00

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 no addenda were issued.	

9. **License.**

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

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

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

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

Dated this 30th day of April 2020
Name of Bidder American Modular Systems, Inc.
Type of Organization California Corporation
Signed by [Signature]
Title of Signer President
Address of Bidder 787 Spreckels Ave, Manteca, CA 95336
Taxpayer's Identification No. of Bidder 88-0231944
Telephone Number (209) 825-1921
Fax Number (209) 825-7018
E-mail dan.s@americanmodular.com Web page americanmodular.com
Contractor's License No(s): No.: 661154 Class: B Expiration Date: 12-31-2020
No.: _____ Class: _____ Expiration Date: _____
No.: _____ Class: _____ Expiration Date: _____

If Bidder is a corporation, provide the following:

Name of Corporation: American Modular Systems, Inc.
President: Dan Sarich
Secretary: Belinda Sarich
Treasurer: Belinda Sarich
Manager: NONE

END OF DOCUMENT

DOCUMENT 00 43 13

BID BOND (SECURITY)

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

KNOW ALL PERSONS BY THESE PRESENTS:

That the undersigned, American Modular Systems, Inc. as Principal ("Principal"),

and Western Surety Company as Surety ("Surety"),

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

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

Santa Cruz City Schools ("District") of Monterrey County, State of California as 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;

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.

SANTA CRUZ CITY SCHOOLS

BID BOND
DOCUMENT 00 43 13-1

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

American Modular Systems, Inc.

Principal

By

Daniel Sarich
President

Western Surety Company

Surety

By

Elizabeth Collodi, Attorney-in-Fact

InterWest Insurance Services LLC

Name of California Agent of Surety

1357 E Lassen Ave, Chico, CA 95973

Address of California Agent of Surety

(800) 873-3725

Telephone Number of California Agent of Surety

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

END OF DOCUMENT

ACKNOWLEDGMENT

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

State of California
County of Butte)

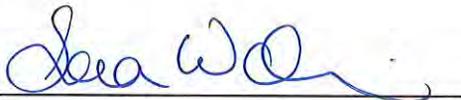
On April 23, 2020 before me, Sara Walliser, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature



(Seal)



Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

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

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

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

- In Unlimited Amounts -

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

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

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



WESTERN SURETY COMPANY

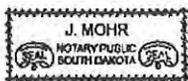
Paul T. Bruflat
Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

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

My commission expires

June 23, 2021



J. Mohr
J. Mohr, Notary Public

CERTIFICATE

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



WESTERN SURETY COMPANY

L. Nelson
L. Nelson, Assistant Secretary

Form F4280-7-2012

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

STATE OF CALIFORNIA
DEPARTMENT OF INSURANCE
SAN FRANCISCO

Amended
Certificate of Authority

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

Western Surety Company

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

Surety and Liability

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

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

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

Fee \$25.00

Wesley J. Kinder
Insurance Commissioner

Rec. No. 61589

Filed 10-4-74

By

Wallace W. Scales
Deputy

Certification

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

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

John Garamendi
Insurance Commissioner

By *Pauline D'Andrea*
Pauline D'Andrea 6.6
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- 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](#)

DOCUMENT 00 43 36

DESIGNATED SUBCONTRACTORS LIST

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

PROJECT: Facility Supply Services Contract at Various Sites

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

Subcontractor Name: Sierra Casework Location: Modesto
Scope of Work: Casework If DVBE, Percent of Work: 0 %
California Contractor License Number: 802541

Subcontractor Name: TNT Construction Location: Perris
Scope of Work: Modular Setup / Finishes If DVBE, Percent of Work: 0 %
California Contractor License Number: 726694

Subcontractor Name: Cecal Enterprises Inc. Location: Laguna Nigel
Scope of Work: Concrete foundations If DVBE, Percent of Work: 0 %
California Contractor License Number: 825538

Subcontractor Name: D&B Fire Location: Corona

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

California Contractor License Number: C16-410294

Subcontractor Name: Hatton Crane Location: Hayward

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

California Contractor License Number: 683819

Subcontractor Name: TL Shields & Assoc Location: Thousand Oaks

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

California Contractor License Number: _____

Subcontractor Name: Robert Boeger Plastering Location: Applegate

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

California Contractor License Number: 319451

Subcontractor Name: Ost Crane Location: Ventura

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

California Contractor License Number: 402528

Subcontractor Name: Reliable Flooring Location: Westlake Village

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

California Contractor License Number: 839258

Subcontractor Name: M&S Painting Location: Canyon Country

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

California Contractor License Number: 770713

Subcontractor Name: _____ Location: _____

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

California Contractor License Number: _____

Subcontractor Name: _____ Location: _____

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

California Contractor License Number: _____

Subcontractor Name: _____ Location: _____

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

California Contractor License Number: _____

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

Date: April 30, 2020

Proper Name of Bidder: American Modular Systems, Inc.

Signature: 

Print Name: Dan Sarich

Title: President

END OF DOCUMENT

DOCUMENT 00 45 19

NONCOLLUSION AFFIDAVIT
Public Contract Code § 7106

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

The undersigned declares:

I am the President [PRINT YOUR TITLE]

of American Modular Systems, Inc. [PRINT FIRM NAME],

the party making the foregoing Contract.

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

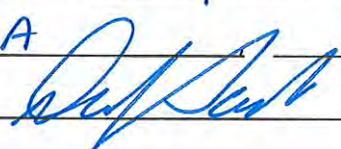
Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the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

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

Date: April 30, 2020

Proper Name of Bidder: American Modular Systems, Inc.

City, State: Manteca, CA

Signature: 

Print Name: Dan Sarich

Title: President

END OF DOCUMENT

DOCUMENT 00 45 22

IRAN CONTRACTING ACT CERTIFICATION (Public Contract Code § 2204)

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

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

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

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

OR

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

OR

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

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

Date: February, 1, 2021

Proper Name of Contractor: American Modular Systems, Inc.

Signature: _____



Print Name: Daniel Sarich

Title: President

END OF DOCUMENT

DOCUMENT 00 45 26

WORKERS' COMPENSATION CERTIFICATION

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

Labor Code section 3700 in relevant part provides:

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

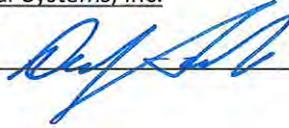
- 1 By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this state.
- 2 By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to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

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

Date: February 1, 2021

Proper Name of Contractor: American Modular Systems, Inc.

Signature: _____



Print Name: Daniel Sarich

Title: President

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

END OF DOCUMENT

DOCUMENT 00 45 50

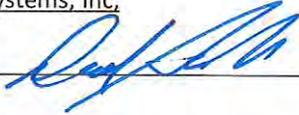
PREVAILING WAGE AND
RELATED LABOR REQUIREMENTS CERTIFICATION

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

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

Date: February 1, 2021

Proper Name of Contractor: American Modular Systems, Inc.

Signature: _____ 

Print Name: Daniel Sarich

Title: President

END OF DOCUMENT

DOCUMENT 00 45 55

DISABLED VETERAN BUSINESS ENTERPRISE
PARTICIPATION CERTIFICATION

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

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

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

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

DVBE PARTICIPATION REPORT

Contractor Name: American Modular Systems, Inc.

Date: _____

Project Name: Facilities Supply Contract

Project Number: _____

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

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

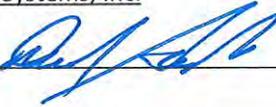
YES _____ NO X

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

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

Date: February 1, 2021

Proper Name of Contractor: American Modular Systems, Inc.

Signature: _____ 

Print Name: Daniel Sarich

Title: President

END OF DOCUMENT

DOCUMENT 00 45 60

DRUG-FREE WORKPLACE CERTIFICATION

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

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

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

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

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

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

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

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

Date: February 1, 2021

Proper Name of Contractor: American Modular Systems, Inc.

Signature: _____ 

Print Name: Daniel Sarich

Title: President

END OF DOCUMENT

DOCUMENT 00 45 65

TOBACCO-FREE ENVIRONMENT CERTIFICATION

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

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

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

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

Date: February 1, 2021

Proper Name of Contractor: American Modular Systems, Inc.

Signature: _____



Print Name: Daniel Sarich

Title: PResident

END OF DOCUMENT

DOCUMENT 00 45 85

CRIMINAL BACKGROUND INVESTIGATION / FINGERPRINTING CERTIFICATION

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

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

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

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

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

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

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

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

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

Date: February 1, 2021

Proper Name of Contractor: American Modular Systems, Inc.

Signature: _____



Print Name: Daniel Sarich

Title: President

END OF DOCUMENT

DOCUMENT 00 52 13

AGREEMENT

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

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

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

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

2. **The Contract Documents:**

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

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

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

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

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

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

4. **Completion-Extension Of Time:** If Contractor fails to complete the Work within the Contract Time, due allowance being made for the contingencies provided for herein, Contractor shall become liable to District for all loss and damage that District may suffer on account thereof. Contractor shall coordinate its Work with the work of all other contractors. The District shall not be liable for delays resulting from Contractor's failure to coordinate its Work with other contractors in a manner that allows for timely completion of Contractor's Work. Contractor shall be liable for delays to other contractors caused by Contractor's failure to coordinate its Work with the work of other contractors.
5. **Liquidated Damages:** Time is of the essence for all Work to be performed. It is hereby understood and agreed that it is and will be difficult and/or impossible to ascertain and determine the actual damage that District will sustain in the event of and by reason of Contractor's delay; therefore, Contractor shall forfeit to District the following sum(s) ("Liquidated Damages"):
- **Project Completion:** Five Hundred dollars (\$500.00) per day as Liquidated Damages for each and every day's delay beyond the Contract Time to complete all the Work.
- 5.1. It is hereby understood and agreed that neither the total cumulative Liquidate Damages amount nor any portion of the Liquidated Damage amount are penalties.
- 5.2. District may deduct Liquidated Damages from money due or that may become due Contractor under this Agreement. Contractor's forfeiture of Liquidated Damages to District, and District's right to retain Liquidated Damages, are as indicated in Government Code section 53069.85 and as indicated herein and in the General Conditions.
- 5.3. Contractor and Surety shall be liable for and pay to District the entire amount of Liquidated Damages including any portion that exceeds the amount of the Contract Price then held, retained or controlled by District.
- 5.4. Liquidated Damages shall be in addition, and not in lieu of, District's right to charge Contractor for the District's cost of completing or correcting items of the Work.
- 5.5. District may extend the Contract Time if Work is delayed for causes outside the Contractor's control, as further described in the General Conditions. This provision does not exclude the recovery of damages for delay by either party under other provisions in the Contract Documents.
6. **Loss or Damage:** District and its authorized representatives shall not be answerable or suffer loss, damage, expense, or liability for any loss or damage that occurs to the Work, or any part thereof, during its construction and before Completion. Contractor shall assume all liabilities of every kind or nature arising from the Work, either by accident, negligence, theft, vandalism, or any cause whatever; and shall hold District and its authorized representatives harmless from all liability of every kind and nature arising from accident, negligence, or any cause whatever.
7. **Insurance and Bonds:** Contractor shall provide all required certificates of insurance, and payment and performance bonds.
8. **Performance of Work:** If Contractor fails to perform the Work properly or fails to perform any provisions of this Contract, the District, may, pursuant to the General Conditions and without prejudice to any other remedy it may have, cure the deficiencies and deduct the cost thereof from the payment then or thereafter due Contractor.

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

Two million one hundred and forty seven thousand and twenty Dollars

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

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

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

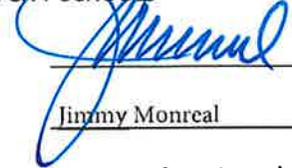
IN WITNESS WHEREOF, accepted and agreed on the date indicated above:

Dated: January 28, 2021

Dated: January 6th, 2021

SANTA CRUZ CITY SCHOOLS

CONTRACTOR

By: 

By: 

Print Name: Jimmy Monreal

Print Name: Daniel Sarich

Print Title: Assistant Superintendant Business

Print Title: President

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

END OF DOCUMENT

DOCUMENT 00 54 50

ESCROW OF BID DOCUMENTATION

1. Requirement to Escrow Bid Documentation

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

2. Ownership of Escrow Bid Documentation

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

3. Format and Contents of Escrow Bid Documentation

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

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

4. **Submittal of Escrow Bid Documentation**

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

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

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

END OF DOCUMENT

DOCUMENT 00 54 55

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

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

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

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

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

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

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

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

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

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

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

On behalf of District:

 Title

 Name

 Signature

 Address

On behalf of Contractor:

 Title

 Name

 Signature

 Address

On behalf of Escrow Agent:

 Title

 Name

 Signature

 Address

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

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

On behalf of District:

Title

Name

Signature

Address

On behalf of Contractor:

Title

Name

Signature

Address

On behalf of Escrow Agent:

Title

Name

Signature

Address

END OF DOCUMENT

Bond Number: 30125213

Premium: \$21,477.00

DOCUMENT 00 61 14

PERFORMANCE BOND (100% of Contract Price)

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

KNOW ALL PERSONS BY THESE PRESENTS:

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

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

which Contract dated January 6, 20 21, and all of the Contract Documents attached to or forming a part of the Contract, are hereby referred to and made a part hereof, and

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

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

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

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

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

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

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

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

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

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

CNA/Western Surety Company

151 N FRANKLIN ST, CHICAGO, IL 60606

Attention: Claims Department

Telephone No.: (877) 672 - 6115

Fax No.: (312) 755 - 7276

E-mail Address: claims@cnaSurety.com

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

Principal

American Modular Systems, Inc.

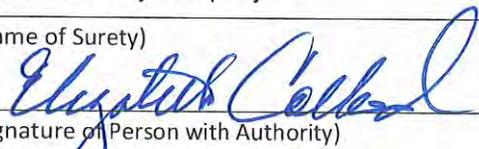
(Name of Principal)


(Signature of Person with Authority)
Daniel Sarich

(Print Name) President

Surety

Western Surety Company

(Name of Surety)


(Signature of Person with Authority)
Elizabeth Collodi, Attorney-in-Fact

(Print Name)
Vivian Imperial

(Name of California Agent of Surety)
818 West Seventh Street, Suite 930, Los Angeles, CA 90017

(Address of California Agent of Surety)
(877) 589-6952

(Telephone Number of California Agent of Surety)

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

END OF DOCUMENT

ACKNOWLEDGMENT

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

State of California
County of Butte

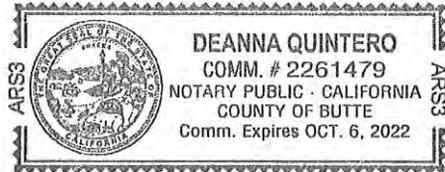
On March 18, 2021 before me, Deanna Quintero, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature  (Seal)



Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

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

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

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

- In Unlimited Amounts -

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

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

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



WESTERN SURETY COMPANY

Paul T. Bruflat

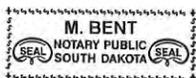
Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

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

My commission expires

March 2, 2026



M. Bent

M. Bent, Notary Public

CERTIFICATE

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



WESTERN SURETY COMPANY

L. Nelson

L. Nelson, Assistant Secretary

Form F4280-7-2012

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

STATE OF CALIFORNIA
DEPARTMENT OF INSURANCE
SAN FRANCISCO

Amended
Certificate of Authority

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

Western Surety Company

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

Surety and Liability

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

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

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

Fee \$25.00

Wesley J. Kinder
Insurance Commissioner

Rec. No. 61589

Filed 10-4-74

By

Wallace W. Scales
Deputy

Certification

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

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

John Garamendi
Insurance Commissioner

By *Pauline D'Andrea*
Pauline D'Andrea
6.6
Page 123 of 270

Bond Number: 30125213

Premium: Included in Performance Bond

DOCUMENT 00 61 15

PAYMENT BOND -- Contractor's Labor & Material Bond (100% of Contract Price)
(Note: Bidders must use this form, NOT a surety company form.)

KNOW ALL PERSONS BY THESE PRESENTS:

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

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

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

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

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

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

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

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

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

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

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

Santa Cruz City Schools SCHOOL DISTRICT

PAYMENT BOND
DOCUMENT 00 61 15 -1

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

Principal

American Modular Systems, Inc.

(Name of Principal)

(Signature of Person with Authority)

(Print Name)

Daniel Sarich
President

Surety

Western Surety Company

(Name of Surety)

(Signature of Person with Authority)

Elizabeth Collodi, Attorney-in-Fact

(Print Name)

Vivian Imperial

(Name of California Agent of Surety)

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

(Address of California Agent of Surety)

(877) 589-6952

(Telephone Number of California Agent of Surety)

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

END OF DOCUMENT

ACKNOWLEDGMENT

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

State of California
County of Butte

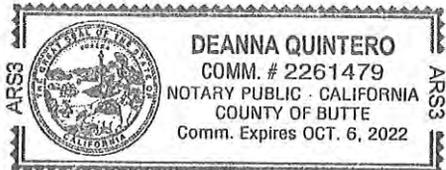
On March 18, 2021 before me, Deanna Quintero, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature *Deanna Quintero* (Seal)



Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

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

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

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

- In Unlimited Amounts -

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

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

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



WESTERN SURETY COMPANY

Paul T. Bruflat

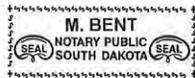
Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

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

My commission expires

March 2, 2026



M. Bent

M. Bent, Notary Public

CERTIFICATE

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



WESTERN SURETY COMPANY

L. Nelson

L. Nelson, Assistant Secretary

Form F4280-7-2012

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

STATE OF CALIFORNIA
DEPARTMENT OF INSURANCE
SAN FRANCISCO

Amended
Certificate of Authority

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

Western Surety Company

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

Surety and Liability

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

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

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

Fee \$25.00

Wesley J. Kinder
Insurance Commissioner

Rec. No. 61589

Filed 10-4-74

By

Wallace W. Scales
Deputy

Certification

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

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

John Garamendi
Insurance Commissioner

By *Pauline D'Andrea*
Pauline D'Andrea
6.6
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DOCUMENT 00 65 36

WARRANTY AND GUARANTEE FORM

1. _____ ("Contractor")

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

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

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

2. Contractor agrees to repair or replace all of the Work that may prove to be defective in workmanship or material and any other adjacent Work that may be displaced in connection with such replacement within a period of _____ **YEAR(S)** from the date of Completion as defined in the Contract, ordinary wear and tear and unusual abuse or neglect excepted. The date of completion is _____, 20__.

3. In the event Contractor fails to comply with the above-mentioned conditions within a reasonable period of time, as determined by District, but not later than **TEN (10)** calendar days after being notified in writing by District, Contractor authorizes District to proceed to repair or replace the defective Work at the expense of Contractor. Contractor shall pay the costs and charges therefor upon demand.

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

NAME: _____

ADDRESS: _____

PHONE NO.: _____

EMAIL: _____

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

DOCUMENT 00700

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1. CONTRACT TERMS AND DEFINITIONS

1.1 Definitions

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

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

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

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

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

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

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

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

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

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

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

- 1.1.9.10. Drug-Free Workplace Certification
- 1.1.9.11. Tobacco-Free Environment Certification
- 1.1.9.12. Criminal Background Investigation/Fingerprinting Certification
- 1.1.9.13. Escrow of Bid Documentation (if applicable)
- 1.1.9.14. Escrow Agreement for Security Deposits in Lieu of Retention
- 1.1.9.15. Performance Bond
- 1.1.9.16. Payment Bond (Contractor's Labor and Material Bond)
- 1.1.9.17. Agreement
- 1.1.9.18. Warranty and Guarantee Form
- 1.1.9.19. General Conditions
- 1.1.9.20. Special Conditions
- 1.1.9.21. Project Specific proposals (If Any)
- 1.1.9.22. Project Specific Inclusions/Exclusions (If Any)
- 1.1.9.23. Project Specific Responsibility Matrix (If Any)
- 1.1.9.24. Project Plans, Specifications, Technical Specifications, and Drawings
- 1.1.9.25. Change Orders or written modifications to the above documents if approved in writing by the District

- 1.1.10. **Contract Price:** The total monies payable to the Contractor under the terms and conditions of the Contract Documents.
- 1.1.11. **Contract Time:** The time period stated in the Agreement for the Completion of the Work.
- 1.1.12. **Contractor:** The person or persons identified in the Agreement as contracting to perform the Work , or the legal representative of such person(s).
- 1.1.13. **Day(s):** Unless otherwise designated, day(s) means calendar day(s).
- 1.1.14. **District:** The public agency or the school district for which the Work is performed.
- 1.1.15. **Drawings:** (or "Plans") The graphic and pictorial portions of the Contract Documents showing the design, location, scope and dimensions of the Work, generally including plans, elevations, sections, details, schedules, sequence of operation, and diagrams.
- 1.1.16. **DSA:** Division of the State Architect.
- 1.1.17. **Force Account Directive:** A process that may be used when the District and the Contractor cannot agree on a price for a specific scope of work or before Contractor prepares a price for the scope of work, Contractor performs on a time and materials basis.
- 1.1.18. **Labor Compliance Program:** (or "LCP") The program and related documents and practices necessary for the program by which the District and/or the California Department of Industrial Relations ensures that Contractor and all Subcontractors pay prevailing wages to all workers performing Work on the Project.
- 1.1.19. **Premises:** The real property owned by the District on which the Project Site is located.
- 1.1.20. **Product(s):** New material, machinery, components, equipment, fixtures and systems forming the Work, including existing materials or components required and approved by the District for reuse.
- 1.1.21. **Product Data:** Illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by Contractor to illustrate a material, product, or system for a scope of the Work.

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

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

1.2. Assignment

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

1.3. Prohibited Interests

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

1.4. Notice And Service Thereof

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

1.4.1.1 If notice is given to District, by personal delivery thereof to District's representative or by depositing same in United States mail, enclosed in a sealed envelope addressed to District for attention of said representative or District, postage prepaid and registered;

1.4.1.2. If notice is given to Contractor, by personal delivery thereof to said Contractor or to his foreman at site of the Project, or by depositing same in United States mail, enclosed in a sealed envelope addressed to said Contractor at his regular place of business or at such other address as may have been established for the conduct of work under this contract, postage prepaid and registered;

1.4.1.3. If notice is given to surety or other person, by personal delivery to such surety or other person or by depositing same in United States mail, enclosed in a sealed envelope addressed to such surety or person at the address of such surety or person last communicated by him to party giving notice, postage prepaid and registered.

1.4.1.4. If notice is served by mail, it shall be deemed received and all time periods associated with the giving of notice shall run from the third day after mailing.

1.5. Substitution

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

process for requesting substitutions will be set forth.

2. DISTRICT

2.1. Occupancy

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

2.2. District's Status

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

2.3. District's Decisions

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

3. ARCHITECT

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

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

4. CONSTRUCTION MANAGER

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

5. INSPECTOR, INSPECTIONS AND TESTS

5.1. Inspection Fees for Permanent Utilities

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

5.2. District's Inspector

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

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

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

5.3. Tests And Inspections

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

6. CONTRACTOR

6.1. Workers

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

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

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

6.2. Laws And Regulations

6.2.1. Contractor shall give all notices and comply with all laws, ordinances, rules, and regulations bearing on conduct of the Work as indicated and specified. If Contractor observes that drawings and specifications are at variance therewith, he shall promptly notify the District in writing and any necessary changes shall be adjusted as provided in contract for changes in the Work. If Contractor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to District, he shall bear all costs arising therefrom.

6.2.2. Contractor shall be responsible for familiarity with the Americans with Disabilities Act (ADA) (42 USC 12101 et seq.). Installations of equipment and other devices shall be in compliance with ADA regulations.

6.3. Permits And Licenses

6.3.1. District shall obtain and pay for all other permits and licenses required for the Work, including excavation permit and for plumbing, mechanical and electrical work, and traffic control/operations in or over public streets or right of way under the jurisdiction of public agencies other than the District.

6.3.2. The District shall arrange and pay for all off-site inspection of the Work related to permits and licenses, including certification, required by the specifications, drawings, or by governing authorities.

6.3.3. Before acceptance of the Project, the Contractor shall submit all licenses, permits, and required approvals to the District.

6.4. Materials

6.4.1. Except as otherwise specifically stated in this contract, Contractor shall provide and pay for all materials, labor, tools, equipment, and transportation, to execute and complete this Contract within specified time.

6.4.2. Unless otherwise specified, all materials shall be new and both workmanship and materials shall be of good quality.

6.4.3. Materials shall be furnished in ample quantities and at such times as to insure uninterrupted progress of work and shall be stored properly and protected as required. Contractor shall be entirely responsible for damage or loss by weather or other causes to materials or work under this contract.

6.4.4. No materials, supplies, or equipment for Work under this Contract shall be purchased subject to any chattel mortgage or under a conditional sale or other agreement by which an interest therein or in any part thereof is retained by seller or supplier. Contractor warrants good title to all material, supplies, and equipment installed or incorporated in work and agrees upon completion of all Work to deliver premises, together with all improvements and appurtenances constructed or placed thereon by him, to District free from any claims, liens, or charges. Contractor further agrees that neither he nor any person, firm, or corporation furnishing any materials or labor for any Work covered by this Contract shall have any right to a lien upon premises or any improvement or appurtenance thereon, except that Contractor may install metering devices or other equipment of utility companies or of political subdivisions, title to which is commonly retained by the utility company or political subdivision. In event of installation of any such metering device or equipment, Contractor shall advise District as to owner thereof. Nothing contained in this article,

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

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

6.5. Contractor's Supervision

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

6.6. Documents on Work

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

6.7. Protection of Work And Property

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

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

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

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

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

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

6.8. Cleaning Up

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

6.9. Fingerprinting

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

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

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

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

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

6.10. Drugs, Tobacco, Alcohol, Animals

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

7. SUBCONTRACTOR

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

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

9. DRAWINGS AND SPECIFICATIONS

9.1. Contract Documents.

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

9.2. Interpretations.

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

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

9.3. Standards, Rules, and Regulations

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

9.4. Copies Furnished

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

9.5. Ownership of Drawings

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

9.6. Examination of Contract Documents

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

9.7. Additional Instructions

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

9.8. Quality of Parts, Construction and Finish

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

9.9. Contractor's Variation from Contract Document Requirements

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

10. CONTRACTOR'S SUBMITTALS AND SCHEDULES

10.1. Progress Schedule

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

10.2. Submittals

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

10.3. Shop Drawings

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

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

11. SITE ACCESS, CONDITIONS AND REQUIREMENTS

11.1. Easements

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

11.2. Surveys

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

11.3. Sanitary Facilities

Sanitary Facilities shall be supplied by the District.

11.4. Layout And Field Engineering

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

11.5. Removal of Hazardous Materials

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

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

11.6. Cutting And Patching

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

11.7. Access To Work

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

11.8. Soils Investigation Report

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

11.9. Compliance With State Storm Water Permit for Construction

As required per the Contractor's Scope of Work:

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

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

11.10. Utilities

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

11.11. Temporary Facilities

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

12. TRENCHES

12.1. Trenches and Excavations Five Feet or More in Depth

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

12.2. Trenches and Excavations Deeper than Four Feet

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

12.2.1 Material that the Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.

12.2.2 Subsurface or latent physical conditions at the site differing from those indicated, including geological, soils, or water table issues that impede construction or increase the construction cost.

12.3. Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents.

12.4. The District shall promptly investigate the conditions, and if it finds that the conditions do so materially differ, or do involve hazardous waste, and cause a decrease or increase in Contractor's cost of, or the time required for, performance of any part of the Work, shall issue a change order under the procedures described in these

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

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

13. INSURANCE AND BONDS

13.1. Contract Security

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

13.2. Worker's Compensation Insurance

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

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

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

- 13.2.2.1.1.** The Voluntary Compensation Endorsement; and

- 13.2.2.1.2.** Broad Form All States Endorsement; and

13.3. Commercial General Liability And Property Damage Insurance

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

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

13.4. Automobile Liability Insurance

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

13.5. Proof Of Carriage of Insurance

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

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

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

13.6. Substitution of Security

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

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

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

13.6.1.3.1. The amount of securities to be deposited,

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

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

13.6.1.3.4. Decrease in value of securities on deposit,

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

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

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

14. WARRANTY/GUARANTEE/INDEMNITY

14.1. Guarantee

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

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

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

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

14.2. Indemnification

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

14.3. Patents, Royalties, And Indemnities

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

15. TIME

15.1. Time For Completion

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

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

15.2. Inclement Weather

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

15.3. Extension of Time

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

15.4. Determining Damages for Delay

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

15.5. Removal or Relocation of Main or Trunkline Utility Facilities

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

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

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

16. CHANGES TO THE WORK

16.1. Change Order Work

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

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

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

16.1.8.1 **Unit Cost.** If scope of work is included in Bid Matrix, said pricing shall be used.

16.1.8.2 **Labor.** The costs of labor will be the actual cost for published prevailing wages for each craft or type of worker at the time the extra work is done, plus employer payments of payroll taxes and insurance, health and welfare, pension, vacation, apprenticeship funds, and other direct costs resulting from Federal, State or local laws, as well as assessment or benefits required by lawful collective bargaining agreements. The use of a labor classification which would increase the extra work cost will not be permitted unless the Contractor establishes the necessity for such additional costs. Labor costs for equipment operators and helpers shall be reported only when such costs are not included in the invoice for equipment rental.

16.1.8.2. **Materials.** The cost of materials reported shall be at invoice or the lowest current price at which such materials are locally available in the quantities involved, plus sales tax, freight and delivery. Materials cost shall be based upon supplier or manufacturer's invoice.

16.1.8.3. **Tool and Equipment Use.** No payment will be made for the use of small tools, tools which have a replacement value of \$1,000 or less. Regardless of ownership, the rates to be used in determining equipment use costs shall not exceed listed rates prevailing locally at equipment rental agencies, or distributors, at the time the Work is performed.

16.1.8.4. **Overhead. Profit and Other Charges.** The mark-up for overhead (including supervision) and profit on Work added to the Contract shall be according to the following:

16.1.8.4.1. "Net Cost" is defined as consisting of costs of labor, materials and tools and equipment only excluding overhead and profit. The costs of applicable insurance and bond premium will be reimbursed to the Contractor and subcontractors at cost only, without mark-up.

16.1.8.4.2. For Work performed by the Contractor's forces the added cost for overhead and profit shall not exceed fifteen (15%) percent of the Net Cost of the Work.

16.1.8.4.3. For Work performed by a subcontractor, the added cost for overhead and profit shall not exceed fifteen (15%) percent of the Net Cost of the Work to which the Contractor may add five (5%) percent of the subcontractor's Net Cost.

16.1.8.4.4. For Work performed by a sub-subcontractor the added cost for overhead and profit shall not exceed fifteen (15 %) percent of the Net Cost for Work to which the subcontractor and general contractor may each add an additional five (5 %) percent of the Net Cost of the lower tier subcontractor.

16.1.8.4.5. No additional mark-up will be allowed for lower tier subcontractors, and in no case shall the added cost for overhead and profit payable by District exceed twenty-five (25%) percent of the Net Cost as defined herein.

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

17. REQUEST FOR INFORMATION

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

18. PAYMENTS

18.1. Payments And Retention

- 18.1.1.** Each month as soon as practicable after receipt of approved periodical estimate for partial payment, but in order to avoid the payment of interest, in any event within THIRTY (30) days of receipt of such periodical estimate, there shall be paid to Contractor a sum equal to ninety-five percent (95%) of the value of work performed up to the last day of the previous month, less the aggregate of previous payments. Upon receipt of a payment request, the District shall as soon as practicable determine whether the payment request is proper. If the request is determined not to be a proper payment request suitable for payment, it shall be returned to the Contractor as soon as practicable within SEVEN (7) days after receipt and shall be accompanied by a statement in writing as to the reasons why the payment request is not proper. Monthly payments shall be made only on the basis of monthly estimates which shall be prepared by Contractor on a form approved by the District and filed before the fifth (5th) day of the month during which payment is to be made. Work completed as estimated shall be an estimate only and no inaccuracy or error in said estimate shall operate to release Contractor or any bondsman from damages arising from such Work or from enforcing each and every provision of this Contract and District shall have the right subsequently to correct any error made in any estimate for payment. Contractor shall not be entitled to have any payment estimates processed or be entitled to have any payment made for Work performed so long as any lawful or proper direction given by the District concerning the Work, or any portion thereof, remains uncompleted with.
- 18.1.2** The first payment, for engineering services and DSA drawing preparation, shall be made at DSA approval.
- 18.1.3.** The final payment of five percent (5%) of the value of work done under this Contract, if unencumbered, shall be made within SIXTY (60) days after the date of completion of the Work, provided however, that in the event of a dispute between the District and the Contractor, the District may withhold from the final payment an amount not to exceed one hundred and fifty percent (150%) of the disputed amount. Completion means any of the following as provided by Public Contract Code section 7107:
- 19.1.2.1** The occupation, beneficial use, and enjoyment of a work of improvement, excluding any operation only for testing, startup, or commissioning, by the public agency, or its agent, accompanied by cessation of labor on the work of improvement.
 - 19.1.2.2.** The acceptance by the public agency, or its agent, of the work of improvement. For purposes of this Contract, the acceptance by the District means acceptance made only by an action of the governing body of District in session. Acceptance by Contractor of said final payment shall constitute a waiver of all claims against District arising from this contract.
 - 19.1.2.3.** After the commencement of a work of improvement, a cessation of labor on the work of improvement for a continuous period of 100 days or more, due to factors beyond the control of the Contractor.
 - 19.1.2.4.** After the commencement of a work of improvement, a cessation of labor on the work of improvement for a continuous period of 30 days or more, if the public agency files for record a notice of cessation or a notice of completion.
- 18.1.4.** This Contract is subject to the provisions of Public Contract Code section 7107.

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

18.2. Payments Withheld

- 18.2.1.** In addition to amounts, which the District may retain under other provisions of the Contract Documents, the District may withhold payments due to Contractor as may be necessary to cover:
 - 18.2.1.1.** Stop Payment Notice Claims.
 - 18.2.1.2.** Defective work not remedied.
 - 18.2.1.3.** Failure of Contractor to make proper payments to its subcontractors or suppliers.
 - 18.2.1.4.** Completion of the Contract if there exists a reasonable doubt that the Work can be completed for balance then unpaid.
 - 18.2.1.5.** Damage to another contractor or third party.
 - 18.2.1.6.** Amounts which may be due the District for claims against Contractor.
 - 18.2.1.7.** Failure to provide updates on the construction schedule.
 - 18.2.1.8.** Site clean-up.
 - 18.2.1.9.** Failure of the Contractor to comply with requirements of the Contract Documents.
 - 18.2.1.10.** 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 (20th) day of the calendar month following that in which such services are rendered;
- 18.3.2.** For all materials, tools, and other expendable equipment to the extent of ninety-five percent (95%) of cost thereof, not later than the twentieth (20th) day of the calendar month following that in which such materials, tools, and equipment are delivered at the site of the Project and balance of cost thereof not later than the thirtieth (30th) day following completion of that part of Work in or on which such materials, tools, and equipment are incorporated or used; and
- 18.3.3.** To each of his subcontractors, not later than the fifth (5th) day following each payment to Contractor, the respective amounts allowed Contractor on account of work performed by respective subcontractor to the extent of such subcontractor's interest therein. The Contractor shall, by appropriate agreement with each subcontractor, require each Subcontractor to make payments to sub-subcontractors in a similar manner.

19. COMPLETION OF WORK

19.1. Closeout Submittals

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

19.2. Record ("As Built") Drawings

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

20. NONCONFORMING WORK AND CORRECTION OF WORK

20.1. Deductions For Uncorrected Work

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

20.2. Correction Of Work Before Final Payment

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

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

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

21. TERMINATION AND SUSPENSION

21.1. District's Right To Terminate Contract

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

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

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

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

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

22. DISPUTES AND CLAIMS

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

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

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

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

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

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

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

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

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

22.3. Governing Law And Venue

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

22.4. Notification of Third Party Claims

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

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

23.1. Wage Rates, Payroll Records And Debarment

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

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

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

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

- 23.1.4.** Accurate payroll records shall be kept by the Contractor and each subcontractor, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the Work.
- 23.1.5.** It shall be the responsibility of Contractor to comply with Labor Code section 1776 as it may be amended by the Legislature from time to time with respect to each payroll record. Labor Code section 1776 provides in relevant part,
 - 23.1.5.1.** Each contractor and subcontractor shall keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:
 - 23.1.5.1.1** The information contained in the payroll record is true and correct.
 - 23.1.5.1.2.** The employer has complied with the requirements of Sections 1771, 1811, and 1815 for any work performed by his or her employees on the public works project.
 - 23.1.5.2.** The payroll records enumerated under subdivision (a) shall be certified and shall be available for inspection at all reasonable hours at the principal office of the contractor on the following basis:
 - 23.1.5.2.1** A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or his or her authorized representative on request.
 - 23.1.5.2.2** A certified copy of all payroll records enumerated in subdivision (a) shall be made available for inspection or furnished upon request to a representative of the body awarding the contract, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the Department of Industrial Relations.
 - 23.1.5.2.3.** A certified copy of all payroll records enumerated in subdivision (a) shall be made available upon request by the public for inspection or for copies thereof. However, a request by the public shall be made through either the body awarding the contract, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided pursuant to paragraph (2), the requesting party shall, prior to being provided the records, reimburse the costs of preparation by the contractor, subcontractors, and the entity through which the request was made. The public shall not be given access to the records at the principal office of the contractor.
 - 23.1.5.3.** The certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement or shall contain the same information as the forms provided by the division. The payroll records may consist of printouts of payroll data that are maintained as computer records, if the printouts contain the same information as the forms provided by

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

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

23.2. Debarment

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

23.3. Apprentices

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

23.4. Hours of Work

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

23.5. Labor Compliance Monitoring And Enforcement

- 23.5.1.** Contractor/Subcontractor Registration. A Contractor or Subcontractor shall not engage in the performance of any contract for public work unless currently registered and qualified to perform public work pursuant to Labor Code section 1725.5, except under the limited circumstances set forth in Labor Code section 1771.1(a). This requirement shall apply to any contract for public works. The District may not enter into a contract for a public works project with an unregistered contractor.
- 23.5.2.** Compliance Monitoring and Enforcement. Pursuant to Labor Code section 1771.4, this Contract is subject to

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

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

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

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

23.6. Labor/Employment Safety

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

24. MISCELLANEOUS

24.1. Excise Taxes

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

24.2. Assignment of Antitrust Actions

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

24.3. Provisions Required By Law Deemed Inserted

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

END OF DOCUMENT

DOCUMENT 00 71 00

SPECIAL CONDITIONS

1. General

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

2. Commencement and Completion of Work

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

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

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

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

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

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

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

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

3. Mitigation Measures

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

4. Fingerprinting

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

5. Liquidated Damages

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

6. Insurance Policy Limits.

The limits of insurance shall not be less than:

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

7. Permits, Certificates, Licenses, Fees, Approval

All permits will be paid for by the District.

8. Project Inspection

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

9. Bidder Qualifications

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

10. Piggyback Contracting

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

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

11. Modular Building Specific Special Conditions

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

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

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

END OF DOCUMENT

DOCUMENT 01 23 00

ALTERNATES AND UNIT PRICING

1. ALTERNATES AND UNIT PRICES

1.1. Related Documents and Provisions

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

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

2. ALTERNATES

There are no alternates for this contract.

3. UNIT PRICING

3.1. Description

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

3.2. Unit Prices

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

END OF DOCUMENT

DOCUMENT 01 52 10

SITE STANDARDS

1. GENERAL

1.1. Related Documents and Provisions

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

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

1.2. Requirements of the District

1.2.1. Drug-Free Schools and Safety Requirements:

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

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

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

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

1.2.3. Disturbing the Peace (Noise and Lighting):

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

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

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

1.2.4. Traffic:

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

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

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

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

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

END OF DOCUMENT

MODULAR BUILDINGS SPECIFICATION

1. GENERAL

1.1. Related Documents and Provisions

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

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

1.2. Summary

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

1.3. Provided by District – Not in Contract

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

1.4. Definitions

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

1.5. Submittals

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

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

1.6. Stockpiling

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

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

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

1.7. Approval By the Division of the State Architect

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

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

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

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

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

1.8. Inspection

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

Inspectors shall be retained by the District.

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

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

1.9. Coordination of Work

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

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

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

1.10. Guarantee/Warranty

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

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

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

1.11. Asbestos Certification

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

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

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

1.12. Certification of Compliance

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

1.13. Applicable Documents

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

- | | |
|--------------------------------------|--|
| California Administrative Code (CAC) | |
| Title 5 Education Code | Title 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 significant damage or the module shall have lift lugs at the front and back located as required so that the module may be jacked up for relocation in one piece without significant damage. This requirement shall be met without additional supports of any type.

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

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

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

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

3.2. Roof Overhang

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

3.3. Dimensions

The classroom buildings shall occupy a minimum area of nine hundred sixty (960) square feet with a tolerance of plus or minus five (5) square feet. The classroom buildings shall be either 24'x40', 30'x32', 28'x36', 36'x40', or 48'x40', or as indicated on the bid form. All buildings shall meet the square footage requirement. Linear dimensions shall be vertical trim finish line to vertical trim finish line. Facia and required overhangs are not included in the calculation of the square footage the building occupies. The entrance wall shall have a 4' minimum roof overhang (classroom buildings only). A full length 26 gauge gutter and 24 gauge down spouts shall be furnished on the side of each overhang and each roof edge where drainage occurs. The interior height, floor to ceiling shall be a minimum of eight feet six inches plus/minus one inch (8'6" +/- 1") Ceiling height for restroom building shall be as per 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 and below. The Contractor shall be responsible for all rigging/crane costs in providing this foundation.
- 3.5.2.1.** Crawlspace to be 18" clear minimum from top of stem wall to top of concrete slurry. Concrete slurry (If applicable) to be min 2" thick, and sloped to underfloor drainage (Drainage to comply with IR 16-1)
- 3.5.2.2.** Top of stem wall cannot be more than 1/8" out of plane, plumb and level (horizontal, vertical and square, diagonal) over the overall length and width of the foundation footprint.
- 3.5.2.3.** Sub-Contractor performing concrete foundation installation must meet the following qualifications:
- 3.5.2.3.1.** A Minimum of 3 years continuous and current experience installing modular (Pit Set) foundations.
- 3.5.2.3.2.** A Minimum of 3 years continuous and current experience with public works projects specific to the education sector.
- 3.5.2.3.3.** A minimum of 3 years continuous and current experience working on Division of State Architect (D.S.A.) approved and inspected projects.
- 3.5.3.** The buildings shall be set on 3,000 PSF concrete pads, designed for minimum of 1,500 PSF load on the soil with a minimum 12-inch penetration into earth or concrete or AC paving and with top surface, a minimum of 6 inches (6") above grade.
- 3.5.4.** The foundation and the method of fastening the units shall be as previously approved by the DSA.
- 3.5.5.** Pads shall be neatly installed so as to be flush and not project beyond the outside face of the building.
- 3.5.6.** Installation shall be permitted on either soil, concrete, or AC paving, have suitable design-bearing capacity. The buildings shall be securely fastened to the foundations. The foundations and the method of fastening shall be subject to approval by the Architect and the DSA. Pads shall be designed for a minimum of 1,500 PSF load on the soil. Pads shall not be placed on turf.

3.6. Framing, Roof, Walls, and Floor

- 3.6.1.** The buildings shall be a moment-resisting rigid steel frame structure or steel attachments as required to resist lateral loads in both directions as approved by DSA. Steel frame building/wood frame construction shall meet the minimum design requirements of stud grade, spacing, etc. as per latest edition of C.B.C. listed below.
- 3.6.2.** All framing lumber shall be marked MC-15 or surfaced dry (S-Dry).
- 3.6.3.** Roof Framing
- 3.6.3.1.** Joists – Light gauge Cee or Zee Steel Purlins, minimum spacing 24" o/c.

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

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

3.6.4. In-Fill Wall Framing

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

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

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

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

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

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

3.6.5. Floor Framing

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

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

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

3.6.5.4. Light Weight Concrete.

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

3.7. Moisture Barrier

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

3.8. Siding

All plywood siding shall be APA or comparable rated exterior type. Each panel shall be identified with the grade mark of the grading association and shall meet the requirements of Product Standards PS 1-83. Siding shall be 19/32" (minimum)thick with 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, 24-gauge minimum galvanized steel.

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

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

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

3.12. Roofing, Snowloads

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

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

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

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

3.12. Metal Exterior Doors

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

3.13. Pressed Metal Frames

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

3.14. Hardware

3.14.1. Exterior Doors

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

3.15. Entry Stoop and Ramp

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

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

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

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

3.16. Interior Walls

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

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

3.17. Suspended Acoustical Ceiling and Acoustical Panels

Ceiling that support light fixtures or grills shall have a minimum classification of Heavy Duty per ASTM C635. Grid shall be direct hung in strict accordance with Title 21 CAC and Title 24 CAC and IR No. 47-4 issued by DSA.

Acoustical panels shall be 5/8" minimum thick, mineral fiberboard or vinyl-faced fiberglass lay-in panels, square edge, ASTM flame spread index Class I (0-25), 24" x 48" modular size, light reflection 75% minimum, noise reduction coefficient of 0.65 minimum.

Inspect after installation and replace exposed members showing dents or defects.

3.18. Lighting

3.18.1. The Contractor shall furnish a LED lighting system that complies with the following:

- 3.18.1.1.** Shall incorporate energy efficiency.
- 3.18.1.2.** Overall illumination at desk level (30" above the floor) of an average 50-foot candles.
- 3.18.1.3.** The maximum brightness of lighting sources at time of installation shall not exceed 50-foot lamberts.
- 3.18.1.4.** Night lighting shall be provided at exit(s) as manufactured by Enertron or equal. (As applicable)

3.19. Electrical

- 3.19.1.** Provide panel schedule with electrical load calculations on drawings. Eight (8) duplex convenience outlets, grounding type, commercial grade, shall be provided in each classroom and storage building. Four outlets maximum per circuit shall be allowed. They shall be located as evenly spaced as practical with two (2) per wall around the room, 12" to 18" above the floor.
- 3.19.2.** A 12" diameter electric wall clock may be installed in the classroom building near the center of the rear wall approximately seven (7) feet above the floor, as requested.
- 3.19.3.** All electrical wiring 110V and greater shall be in conduit systems and shall meet or exceed the requirements of NEC minimum size conduit ½".
- 3.19.4.** Acceptable Conduit:
 - 3.19.4.1.** Electrical metallic tubing (EMT); galvanized thin wall.
 - 3.19.4.2.** Flex (Interior); galvanized steel.
 - 3.19.4.3.** Flex (Exterior); galvanized steel with factory-applied PVC jacket.
- 3.19.5.** All conduits shall be continuous from outlet to outlet and shall be secured in conformance with T- 24, Part 3. Field bends shall be avoided wherever possible. Where bends must be made, use an appropriate "Hickey" or bending machine. Ream and debur all conduit prior to installation and terminate in appropriate bushing or conductors.
- 3.19.6.** Wiring shall be No.14 minimum copper type TW, THW, THHN, or THWN, as applicable. Conduit fill shall not exceed requirements of T-24, Part 3. A separate grounding conductor shall be pulled throughout the entire system. Take care to avoid damage to wire or insulation during pull-in. Use powdered soapstone or a pulling compound such as "Yellow 77" lubricant, if necessary.
- 3.19.7.** Load monitoring, program bell, clock system, public address system, intercom system, T.V. system, projectors, data system, security system, cameras, electronic card reader systems or boxes except as noted on drawings are by others.

3.20. Windows

Provide 8'x4" anodized non-operable aluminum frame with nail-on flange dual glazed 3/16" gray tempered over 1/8" clear tempered window units in opposite walls. One window shall be installed in the same wall and a minimum of two (2) feet from the door. The restroom building shall have windows as per Contractor's pre-approved DSA plans. Window frame shall be fixed. Glazing material shall be tempered glass of solar gray, glare-reduced type. Header height shall be the same as the door. Windows shall not be mounted to the exterior plywood surface. All windows shall meet the AAMA GS101-88 Voluntary Specifications for aluminum prime windows and glass (ANSI), commercial grade.

3.21. Painting

- 3.21.1.** All exposed surfaces shall be painted except non-operable aluminum window frames and thresholds. Material shall be of the grade specified or equal.
- 3.21.2.** Exterior- Wood siding, trim and skirting - Flat latex; Apply one coat of primer and at least one finish coat. Prime coat shall be brushed on or sprayed and back brushed into all grooves in the siding. If necessary, in the opinion of the inspector, an extra coat shall be applied to all grooves

so that the finish coat will have a uniform appearance. Spray coating only of prime coat is not acceptable. Allow prime coat to dry according to manufacturer's recommendation. Prime and finish coats shall be compatible and manufactured by the same company. Color will be selected by the District after Award of the Bid.

Reference	Dunn	
<u>Brands</u>	<u>Edwards</u>	<u>Kelly Moore</u>
Exterior	SSHV-10	1240-XXX

3.21.3. Interior Trim - All trim not pre-coated shall be painted with two (2) coats of semi-gloss latex over primer.

Reference	Dunn	
<u>Brands</u>	<u>Edwards</u>	<u>Kelly Moore</u>
Finish	SSHL-40	1650-XXX

3.21.4. Metal – All metal non-galvanized surfaces shall be primed with rust inhibitive primer.

3.22. Floor Covering and Base

3.22.1. Carpeting. All classroom and storage buildings shall be carpeted with direct glue-down type per State of California Specification 7220-XXX-01, Group I, Type A, Class 24. Color will be selected by the District after Award of the Bid.

3.22.2. The carpet density shall be 4600 minimum. Pile yarn shall be a braided nylon. Suitable metal molding strips shall be installed according to the manufacturer's written instructions to protect the carpet edge at all interfaces with other flooring. No cross seams will be allowed.

3.22.3. Resilient Sheet Vinyl. All restroom buildings shall have Armstrong Connection Corlon, or approved equal. Install per manufacturer's instructions. Noted sheet vinyl is the minimum standard of quality acceptable and, if used, shall be provided with integral 6' min. cove base.

3.22.4. Resilient Topset Cove Base @ Classrooms. Best quality, molded rubber, 1/8" thick, 4" high, molded top-set cove. Provide preformed base for square external corners and preformed end stops where base does not abut. Provide solid color as manufactured by Roppe or equal. Apply seamless cove throughout complete perimeter of buildings.

3.22.5. Adhesives. As recommended by floor covering and base manufacturer. Furnish and apply per manufacturer's written instructions. Shall be nontoxic and water based.

3.23. Insulation

Wall and floor insulation shall have a rating of R-13. Ceiling insulation shall have a rating of R-19. Floor insulation shall be secured in a manner approved by the District Architect.

The insulation support material shall prevent movement of the insulation during transportation. The insulation and support material shall be intact upon delivery to the site and shall completely cover the floor cavity.

3.24. Heating, Ventilation and Air Conditioning

- 3.24.1.** At the classroom building, the Contractor shall provide power ventilation.
- 3.24.2.** The HVAC units will be single package wall mounted air to air electric heat pump with R-410 coolant. Unit shall be rated in accordance with ARI Standard 240-77.
- 3.24.3. Performance**
 - 3.24.3.1.** Efficiency shall be 11 EER (Energy Efficient Ratio) certified by the manufacturer and verified by, ARI Standard 210 / 240 - 94. The HVAC system shall have a minimum 3 supply diffusers, and a direct wall return.
 - 3.24.3.1.1.** Combo unit (s) shall be factory assembled, piped, wired, tested and provided with operating refrigerant charge. Unit shall be U.L. and C.E.C. listed.
 - 3.24.3.1.2.** Filters shall be as hereinafter specified.
 - 3.24.3.1.3.** HVAC unit shall be suitable for outdoor installation.
 - 3.24.3.1.4.** Filter shall be U.L. listed class 2 throw away type (SFM listing 3175-140:006) and shall have 25% efficiency based on ASHRAE Test Standard 52-76. (Standard of quality shall be Farr 30/30 or approved equal.)
 - 3.24.3.1.5.** Reference Brands: Bard S43H series or equivalent.
 - 3.24.3.1.6.** All units shall be electric heat pump(s), one (1) phase system, UL approved or comparable and meet current energy standards.
- 3.24.4.** At elevations where the HVAC heat pump noted above is not adequate to meet the listed criteria, the Contractor shall provide a HVAC heat pump that will meet the geographic requirements.
 - 3.24.4.1.** The system shall maintain an automatically controlled indoor classroom temperature of 78 degrees F in summer and 68 degrees F in winter with a 45 percent relative humidity when the outdoor dry bulb temperature varies between 100 degrees F in summer and 10 degrees F in winter and a wet bulb temperature of 72 degrees F (average).
 - 3.24.4.2.** The system must maintain the above temperatures when the damper is adjusted to use approximately one-third (1/3) fresh air.
- 3.24.5. Ductwork**
 - 3.24.5.1.** Construct all ductwork of galvanized sheet metal in accordance with UMC, ASHRAE Guide Equipment Volume and SMACNA Low-Velocity Duct Construction Manual, latest editions. All ductwork shall be insulated with 1" thick fiberglass duct wrap with vapor barrier. Provide 1" duct attenuation at all ductwork within 2'0" of HVAC unit.
 - 3.24.5.2.** Nonmetallic Ductwork option: In accessible concealed portions of duct system rigid 1" fiberglass or insulated "Flexduct: with vapor barrier may be substituted for sheet metal ductwork. All ductwork within 2' of the HVAC unit and all interface connections shall be metal. Duct work and reinforcement shall be designed for 2" static pressure. Reference Brands: "Owens-Corning Fiberglass: Duct Board, 1" thick, and "Manville" Micro-Aire, Type 475. Nonmetallic ductwork shall conform to NFPA 90-A and 90-B and SMACNA Class 1 rating.

3.24.6. Registers and Diffusers: Provide three (3) minimum four-way throw air diffusers as manufactured by Nailor commercial-grade grilles and registers or equivalent.

3.24.7. Thermostat

3.24.7.1. Provide electronic programmable thermostat. Thermostat shall have the following functions:

3.24.7.1.1. Five (5) and two (2) weekday/weekend programming with four (4) separate time/temperature settings per 24-hour period.

3.24.7.1.2. Programmable display.

3.24.7.1.3. Two-hour override minimum.

3.24.7.1.4. Status-indicated LEDs.

3.24.7.1.5. Battery back-up.

3.24.7.2. Provide locking clear thermostat cover with access hole for program override.

3.24.7.3. White Rodgers 1F85 or equal is required.

3.24.8. Notes

3.24.8.1. Calculations shall be based on an occupancy for 24'x40' building of thirty (30) pupils and an interior space of approximately 9,000 cubic feet. Calcs shall be modified accordingly with increase in size of building (30'x32', 36'x40', 48'x40'). The mechanical ventilation system shall provide approximately 15 cubic feet of air per minute per pupil.

3.24.8.2. This size building is exempt from the requirements pertaining to HVAC equipment contained in the citation, Paragraph 3.28.

3.24.8.3. Manufacturer's literature, operating instructions and guarantee shall be delivered to the school office at the time the building is complete/ready for occupancy.

3.24.8.4. The unit shall be installed in strict accordance with manufacturer's instructions with particular attention to required flashing. The District shall be responsible for the cost of the air balance and/or commissioning report if specified.

3.24.8.5. Energy Management Systems design and installation is by others. Contractor to provide conduit pathway where required.

3.25.Plumbing Fixtures and Trim – Restroom Building

3.25.1. Compression Fittings. No. 3150LK. Exposed stops and supplies shall be ½" Speedway No. SR3712A, lock shield, loose key, or equal.

3.25.2. Accessible Water Closet: Kohler, 17" high, wall-mounted, Zurn flush valve, Bemis white open-front seat, or equal.

3.25.3. Non-Accessible Water Closet: Kohler, Zurn flush valve, Bemis white open-front seat, or equal.

3.25.3.1. As a minimum (Multi-occupancy) provide: Boys - 1 regular & 1 accessible: Girls - 3 regular & 1 accessible.

3.25.4. Lavatory: Kohler, or equal. With Zurn metered faucet, or equal.

3.25.4.1. As a minimum provide: 2 each in Boys & Girls @ 12'x40' unit).

3.25.5. Urinal (12'x40' unit only): Kohler, or equal. with Zurn flush valve, concealed hanger, or equal.

3.25.5.1. As a minimum (Multi-occupancy) provide: Boys - 3 each @ 12"x40" unit.

3.25.6. Toilet partitions and Urinal Screen: Floor mounted, overhead braced, solid plastic type (by Accurate) or approved equal.

3.25.7. Stainless Steel Handicapped Compliance Grab Bars: two per each enclosure.

3.25.8. Mirror: Stainless steel framed mirror Bobrick B165 or equal, one (1) for each lavatory.

3.26. Plumbing – Classroom Building

Provide rough-in plumbing with access panel for potential sink in all classroom buildings having a floor area over 960 sq. Ft. (36'x40', 48'x40'). Location shall be determined by District prior to fabrication.

3.27. Fire Alarm

Contractor shall install exterior-accessed & recessed junction box near the electric distribution panel with ½" conduit stubbed up wall to above the ceiling for future connection by others. Contractor shall also install ½" conduit from fire alarm pull station junction box mounted near the front exit door, up to (1) interior horn, (1) exterior horn & (1) interior strobe boxes accordingly, and then stubbed up above ceiling, also for future connection by others. All exterior boxes will be covered by a weather proof metal plate. Horns/strobe shall be mounted near the doorway area at 80" above finished floor/grade. The system shall have a dedicated electrical circuit.

3.28. Fire Extinguisher

Each portable classroom shall be equipped with a pressure-type fire extinguisher with 2A10BC UL rating, to be mounted on the interior wall of the building near the doorway at a height of four (4') feet. Fire extinguishers shall be totally charged and have dial indicating the state of charge.

3.29. Whiteboard

Whiteboards shall be 28 gauge porcelain enamel steel white facing sheet suitable to accept dry erase felt markers. The facing sheet shall be laminated, using a hot melt adhesive, to a medium density particle board substrate with a minimum density of 45#/c. ft. The panel shall have a foil backing. The panels shall have extruded aluminum molding and chalk rail with a minimum of two (2) 15/16" projection from the face of the panel. A full-length map rail shall be provided with cork inset and end stops. The map rail and chalk rail are to incorporate a channel to wrap around the panel. Three (3) map hooks with clips per panel shall be provided. One (1) flag holder, ½" size, shall be provided for each classroom. Each classroom shall have two (2) each 4 x 8 panels installed side by side to make a 4 x 16 panel, centered on one (1) of the long walls. Reference Brands: Chatfield Clarke Company LCS Type, or equal.

3.30. Energy Conservation

The bidder's attention is directed to Title 24 CAC, Building Standards, Part 6, Division T20, Chapter 2, Subchapter 4 Article 2, on energy conservation regulations and required certification.

3.31. Interior Wood Doors

Solid core flush veneered wood doors shall be WI custom grade, Type A or B construction. Face veneers shall be clear birch species for transparent finish.

3.32. Casework

3.32.1. Manufacture plastic laminate faced cabinet work in accordance with WI Manual of Millwork, Section 15, Casework - Laminated Plastic or Decorative Polyester overlay covered, Custom Grade, except as modified herein.

3.32.2. Manufacture countertops in accordance with WI Manual of Millwork, Section 16, Laminated Plastic Counter Tops, Splashes, and Wall Paneling, Custom Grade.

3.32.3. Modifications to WI Manual;

3.32.3.1. Plastic Laminate. NEMA LD3 for the following:

3.32.3.1.1. Horizontal Surfaces. ULEF General Purpose Type, nominal 0.050 inch thick.

3.32.3.1.2. Vertical Surfaces. ULEF Vertical-Surface Type, nominal 0.028 inch thick.

3.32.3.1.3. Cabinet Liners. ULEF Cabinet-Liner Type, nominal 0.020 inch thick.

3.32.3.1.4. Backing Sheets. manufacturer's standard backing sheet, nominal 0.020 inch thick.

3.32.3.1.5. Surface Finish. Satin finish, color as selected from manufacturer's full range of colors and patterns.

3.32.4. Counter Tops and Splashes. Plastic laminate covered, meeting the Custom Grade requirements of WI, Section 16, with coved top to splash joints and exposed edges and ends self-edged, unless otherwise detailed.

3.32.5. Drawer Boxes. Provide with sub-fronts and applied finish fronts securely fastened, with square corners and self-edged. Provide drawers with metal slides except as noted otherwise.

3.32.6. Doors. Flush overlay type, hinged to swing flat against the face of adjoining cabinet or the side of cabinet, with square corners, and self-edged. Do not notch door or cabinet ends, or divisions to receive hinge.

3.32.7. Shelves. 3/4" thick for spans up to 35 inches and 1 inch thick for spans over 35 inches up to 48 inches, and adjustable to 1 inch centers. Do not recess metal shelf standards into the end panels; notch shelving to clear standards.

3.32.8. Cabinet Interiors, including faces and edges of shelving therein, and interior door faces: Finish with cabinet liner, white melamine.

3.32.9. Cabinet Hardware:

3.32.9.1. Hinges: Heavy duty wrap-around offset for overlay doors with non-removable pin; flat black or dull chrome finish, National or equal.

3.32.9.2. Pulls: Surface mounted aluminum, US 26D finish, and one of the following: National or equal.

- 3.32.9.3. Catches:**
- 3.32.9.4. Drawer slides:** full extension with no deflection, ½" slide space, 100 pound load capacity. Zargen Drawer systems, or equal.
- 3.32.9.5. Adjustable Shelf Standards:** KV or equal.
- 3.32.9.6. Door and Drawer Locks:** Corbin, or equal for single doors and active leaf of pairs of doors. Provide 2 keys for each lock. – Optional
- 3.32.9.7. Metal Strike Plates:** Provide cabinet door and drawer locks with metal strike plates.

3.33. Two Story (Four Classroom) Relocatable Facility Criteria

- 3.33.1.** Relocatable modular classroom building shall be shown on drawings. The overall construction of the unit shall meet or exceed the specifications for the base bid for the classroom units, except as noted. Incorporate shear wall, brace frame, or rigid frame design. Construction type shall be Type II or V (One-Hour) or Type II or V (Sprinkler) as required by the Division of the State Architect and State Fire Marshal. Fire sprinklers shall be a wet pipe system constructed to NFPA 13 using "Pipe Schedule" method for sizing pipe. Point of connections shall be constructed in such a way as to be readily relocatable (i.e. bolted connections between floors and to the foundation).
- 3.33.2.** Stairs shall be provided to provide access to the second floor classrooms. Stringer sections, landings sections and columns shall be fabricated in sections with bolted connections to allow for ease of future relocation. Balcony sections shall be steel with composite concrete deck with non-skid surface finish. Columns shall be tubular steel. Provide concrete foundation for balcony. Sections shall have handrails on open sides. Balconies and guardrails shall comply with the CBC, Title 24, CCR, Part 2. Fabricate guardrails from 2 inch square steel tubing and handrails from 1-1/2"square steel tubing. Wire cloth infill to be 2"x2"x1/4" wire mesh welded to 3/4"x1"x1/8" channel frame. Mount frame to guardrails with ½" diameter offsets spaced at each end and intermediate of each infill section.
- 3.33.3. Elevator Tower.** See Modular Elevator Specification.

3.34. Erection at the Site

Once delivery of modules on site is made, erection shall commence immediately and be pursued in a timely manner until complete. All modules called for at that site shall be scheduled for delivery and erection in one continuous time frame (Saturdays, Sundays, and holidays are excepted). Failure to begin and pursue erection shall be considered as a breach or default of the Contract.

The Contractor shall furnish materials, articles, and equipment in ample quantities and at such times as to assure uninterrupted progress on the work. Failure to provide adequate working force, or material of proper quality, or failure in any other respect to prosecute the work with diligence and force specified herein are grounds for declaring a default on Contract.

Security of the buildings against vandalism is the sole responsibility of the District until installation of the buildings, according to the terms of this Contract, has been completed and the buildings have been accepted by the District.

District to provide temporary fencing if necessary

3.35. Clean Up

Because of the nature of the site, i.e., school grounds, the Contractor shall lock up all materials and equipment at the end of the day's work. All scrap material shall be removed from the site at the end of each day's work.

The building site and the building shall be clean and ready for occupancy prior to acceptance by the District.

3.36. Utility Hook-Up

All utility connections shall be located as indicated on site plans to accommodate hook-up at the site. Utilities hook-up by others. The District's Architect will provide the site plan(s).

3.37. Grounding of Building Components

Bonding of all metal portions of the building for ground, i.e., frame, ramp, etc., is the responsibility of the Contractor to the satisfaction of the site inspector. Grounding of total building, including ground rod, wire, connections, etc., shall be installed and ready for testing by others in the presence of site inspector. Testing shall be conducted per IR No. 8-1 as issued by DSA.

END OF DOCUMENT

HIGH PERFORMANCE DESIGN SPECIFICATIONS

1. GENERAL

1.1. Related Documents and Provisions

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

- 1.1.1. General Conditions;
- 1.1.2. Special Conditions;
- 1.1.3. Regulatory Requirements;
- 1.1.4. Modular Building Specifications

1.1. Summary

These specifications describe prefabricated, relocatable, clear span building of a classroom type. The building unit(s) shall be erected sites(s) complete and ready for use. All costs for transportation and installation at the site are to be included in the bid price

1.2. Provided By District – Not in Contract

- 1.2.1. The electrical service drop and connection and plumbing connection (s) to the building will be supplied by others.
- 1.2.2. The site will be turf-free, cleared and graded to within 0.1 feet of subgrade for each building.
- 1.2.3. Each site will have a minimum soil bearing capacity of 1,500 PSF with a moisture density ratio of 90% minimum.
- 1.2.4. The Contractor will be provided unobstructed delivery access to the location of each building.
- 1.2.5. The District shall be responsible for all rigging/crane and special handling costs associated with a foundation.
- 1.2.6. The District shall be responsible for and provide all weather access to the site and building pad for the installation of the building(s).
- 1.2.7. Removal and protection of trees, shrubs, fencing, sprinklers, playground equipment and/or other obstacles necessary for the installation of the building(s) shall be the responsibility of the District.
- 1.2.8. The District shall be responsible for the costs of the air balance and/or the commissioning of the HVAC system.

1.3. Definitions

- 1.3.1. **Architect** – Consulting Architect licensed by the State of California and retained by each School District.

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

1.4. **Submittals**

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

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

1.5. **Stockpiling**

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

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

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

1.6. **Approval by the Division of the State Architect**

The Contractor shall submit one (1) set of plans and specifications including structural, mechanical, electrical, and air conditions with calculations, to the District's Architect within twenty (20) business days after receipt of District's Award/Purchase Order or agreed upon schedule. All plans, specifications and calculations signed by an architect(s), structural engineer(s), electrical engineer(s) (in applicable) and mechanical engineer(s) (if applicable) shall be licensed by the State of California. Any notations or corrections required by the District Architect shall be incorporated into the plans and specifications, and they shall be returned to the District Architect within ten (10) business days or agreed upon schedule electronically a complete set of plans and specifications, or as agreed upon with Architect.

After correction (if any) as noted by Architect has been made, the Architect, with the assistance of the Contractor, shall obtain approval from DSA. If the DSA requires changes in the plans or specifications, the Contractor shall accomplish the changes and resubmit the corrected documents to the District Architect

within ten (10) business days. The vendor shall have only one (1) opportunity to correct plans at the architect level at the DSA review level.

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

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

1.7. Inspection

Inspection of prefabricated buildings is divided into two (2) separate functions: (1) In-plant inspection and (2) On-site inspection.

Inspectors shall be retained by the District.

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

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

1.8. Coordination of Work

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

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

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

1.9. Guarantee/Warranty

Contractor hereby unconditionally guarantees that work will be done in accordance with requirements of Contract and per Section 2.0; and further guarantees the work of Contract to be and remain free of defects in workmanship and materials for a period of two (2) years from date of acceptance by the District, unless a longer guarantee period is specifically called for. Contractor hereby agrees to repair or replace any and all work, together with any other adjacent work which may have been damaged or displaced in so doing, that

may prove to be not in accordance with requirements or Contract or that may be defective in its workmanship or material within guarantee period specified, without any expense whatsoever to the District, ordinary wear and tear and unusual abuse or neglect excepted. Contract bonds are in full force and effect during guarantee period.

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

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

1.10. Asbestos Certification

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

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

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

1.11. Certification of Compliance

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

1.12. Applicable Documents

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

- | | |
|--------------------------------------|--|
| California Administrative Code (CAC) | |
| Title 5 Education Code | Title 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 significant damage or the module shall have lift lugs at the front and back located as required so that the

module may be jacked up for relocation in one piece without significant damage. This requirement shall be met without additional supports of any type.

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

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

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

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

3.2. Standards Baseline

The baseline building will be based on Modular Buildings Specifications. The Sections below however, supersede for the High Performance buildings.

3.3. Structural

3.3.1. All steel moment frame, 45% Recycled DSA PC Design.

3.3.2. 1:12 nominal Mono pitched, 3" standing seam metal cool-roof, SRI 80.

3.3.3. Architectural front and rear louvered shade structures with hot dipped galvanized finish.

3.3.4. 5" concrete on metal deck floor system, 25% RC fly ash.

3.3.5. Galvanized 8' insulated door with view window.

3.3.6. Factory applied 7/8 hybrid plaster system exterior finish.

3.4. Insulation

3.4.1. Cumulative R-Values: R-21 HD Wall and R-30 HD Roof.

3.4.2. Eco-friendly insulation

3.4.2.1. Green Guard Certified,

3.4.2.2. formaldehyde-free,

3.4.2.3. 30% recycled content.

3.5. Floor and Wall

3.5.1. Vaulted T-bar ceiling design, 8'6" – 10'-6"

3.5.2. Tackable Wall Coverings, Low-VOC, high RC, 100% recycled backing.

3.5.3. (2) 5' x 8' ft. whiteboards.

3.5.4. Formaldehyde-free, FSC certified composite wood within casework.

3.5.5. Acoustical ceiling tiles, 2' x 2', Low-VOC, 82% RC.

3.5.6. Carpet tiles, Green Label Plus for IAQ, 45% RC, 100% recycled backing (24" x 24").

3.5.7. Low to no VOC primers and paints.

3.6. Energy, Lighting and Windows

3.6.1. Solar Panel Ready Roof

3.6.2. Large Low-E dual glazed view windows – recycled aluminum frames.

3.6.3. Energy Star tubular skylights with adjustable damper (as applicable) / 6 ea per 960 sf.

3.6.4. LED dimmable lighting system with occupancy sensors.

3.6.5. Fixed windows.

3.6.6. Manually operable shades.

3.6.7. Architectural exterior LED light on Photos Cell or EMS ready.

3.7. Indoor Air-Quality and Thermal Comfort

3.7.1. High Efficiency indoor floor supported HVAC.

3.7.2. HVAC MERV 13 filter.

3.7.3. Separate temperature/ventilation controlled for each classroom.

3.7.4. Permanent walk-off mats.

END OF DOCUMENT

MODULAR ELEVATOR SPECIFICATIONS

1. GENERAL

1.1. Related Documents and Provisions

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

- 1.1.1. General Conditions;
- 1.1.2. Special Conditions;
- 1.1.3. Modular Building Specifications
- 1.1.4. High Performance Design Specifications

1.2. Summary

Provide a modular elevator for the Two-story buildings allowable in this contract.

1.3. Provided by District – Not in Contract

- 1.3.1 All electrical must be run in EMT or rigid conduit, for both high and low voltage.
- 1.3.2 All electrical to be terminated and hooked up in disconnect and junction boxes which are provided in the elevator.
- 1.3.3. The controller cannot be used as a pull box.
- 1.3.4. All electrical circuits must be hot, smoke detector operational and telephone must have dial tone prior to calling to prepare elevator for final inspection.
- 1.3.5. Conduit and power location as directed by Contractor.
- 1.3.6. Conduit and power up for electrical service to the elevator disconnect.
- 1.3.7. Conduit and power(s) for the three 100v circuits.
- 1.3.8. Conduit and line for the telephone.
- 1.3.9. Detector must have two sets of open dry contacts.
- 1.3.10. Conduit run from smoke detector to the controller
- 1.3.11. Telephone line to be run in conduit to jacks supplied above controller.
- 1.3.12. Telephone number to be supplied for emergency auto dialing.
- 1.3.13. All circuits to be dedicated and originate outside of the elevator or the equipment room.

- 1.3.14. Installation of a drain line and tank or other approved means to deal with sump drain discharge.
- 1.3.15. Elevator Fire Alarm as required, including smoke detector in machine room 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 Contact. This requires that the elevator be serviced each month. Not having a service contract could affect warranty on the elevator.

1.4. Submittals

Provide shop drawings.

2. PRODUCTS

2.1. Manufacturers

Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated in the work include but are not limited to the following:

As distributed by T.L. Shield & Associates, Inc. or equal

2.2. Materials and Components

- 2.2.1. **General Requirements.** Provide manufacturer's standard pre-engineered elevator system(s) that will comply with or fulfill the requirements of elevator schedule sheets at end of this Section, or at manufacturer's option, provide custom-manufactured elevator system(s) that will fulfill requirements. Where components are not otherwise indicated, provide standard components published by manufacturer as included in standard, pre-engineered elevator system(s) and as required for a complete system. All hydraulics, car, platform, car doors, hoistway doors, to be pre-installed in pre-engineered, pre-fabricated hoistway tower.
- 2.2.2. **Hydraulic Machines and Elevator Equipment.** Provide manufacturer's standard twin jacks for each elevator, with electric pump-tank-control system equipment in machine room as indicated.
- 2.2.3. **Piping.** Provide size, type, and weight piping recommended by manufacturer, and provide isolation couplings to prevent sound/vibration transmissions from power unit.
- 2.2.4. **Inserts.** Furnish required concrete anchors for anchorage of the modular elevator unit.
- 2.2.5. **Car Frame and Platform.** Manufacturer's standard welded steel units.

2.3. Control Systems

- 2.3.1. **General.** Provide manufacturer's standard control system for each elevator or group of elevators as required to provide automatic operation of the type indicated and defined in the Code as "Operations".

2.3.2. Single Elevator Control – Passenger. Provide solid-state “Selective collective Automatic Operation”, as defined in ASME/ANSI A17.1.

2.3.3. Auxiliary Operations/Controls. In addition to primary control system features, provide the following controls or operational features for passenger elevators, except where otherwise indicated.

2.3.3.1. Emergency power operation, where scheduled.

2.3.3.2. Automatic 2-way leveling.

2.4. Signal Equipment

Provide signal equipment for each elevator or group of elevators to comply with requirements indicated below

2.4.1. Provide illuminated hall-call and car-call buttons that light up when activated and remain lit until call or other function has been fulfilled; fabricated of acrylic or other permanent plastic.

2.4.2. Except for buttons and illuminated signal elements, fabricate signal equipment with exposed surfaces of stainless steel with manufacturer’s standard directional polish or satin finish.

2.4.3. Car Control Stations. Provide car control station in each car with flush-mounted metal face plates containing call button for each landing served and other buttons, switches, and controls required for specified car operation and control. Mount as shown or scheduled at height complying with ASME/ANSI A17.1. If not otherwise indicated, mount in return panel adjacent to car door. Provide operating device symbols as required by Code. Mark other buttons and switches with manufacturer’s standard identification for required use or function.

2.4.4. Car Position Indicator. For Passenger elevator cars, provide either illuminated-signal type or digital-display type, located near top of each car or in car control station. In addition to visual indicator, provide audible signal to indicate to passengers that car is either stopping at or passing each of the floors served.

2.4.5. Hall Push-Button Station. Provide hall push-button station at each landing for each elevator. Provide 1-button station where only one direction of travel is available and indicate which direction that is.

2.4.6. Car Riding Lanterns. Provide units with illuminated “up” and “down” signal arrows, but provide single arrow where only one direction is possible. Provide units projecting from faceplate for each of angular viewing, except provide flush units where a location in hoistway entrance frame is indicated. Match materials, finishes, and mounting method of hall push-button stations.

At manufacturer’s option, hall lantern signals may be placed either above or beside each hoistway entrance or in jamb of entrance frame for each elevator. Mount at minimum of 6'-0" above finished floor.

In conjunction with each car riding lantern device, provide an audible signal to indicate that a car is arriving in response to a hall call and to indicate direction of car travel. Signal shall sound once for “up” direction of travel and twice for “down” direction.

2.4.7. Telephone. Provide automatic hands-free telephone in each car, contained in flush-mounted cabinet and complete with identification and instructions for use.

2.4.8. Alarm System. Provide emergency alarm bell properly located within building and audible outside hoistways, equipped to sound automatically in response to emergency stops and in response to “Alarm” button on each car control station.

2.5. Passenger Elevator Car Enclosure

Provide manufacturer's standard pre-engineered car enclosures of the selections indicated. Include ventilation, lighting, ceiling finish, wall finish, access doors, doors, power door operators, sill (threshold), trim, accessories, and floor finish unless indicated as not work of this Section. Provide horizontal sliding doors of manufacturer's standard flush panel type, with operation and number of panels as indicated. Provide manufacturer's standard protective edge trim system for door and wall panels, except as otherwise indicated.

2.5.1. Materials and Fabrication. Provide selections as indicated for each car enclosure surface; provide manufacturer's standards, but not less than the following.

2.5.1.1. Enameled Steel Door Panels. Flush hollow-metal construction, fabricated from ASTM A 366 cold-rolled steel, commercial quality, Class 1, matte finish, stretcher leveled. Provide with factory-applied baked-on enamel finish; colors as selected by Architect.

2.5.1.2. Stainless Steel. ANSI Type 302/304 with No. 4 satin finish.

2.5.1.3. Aluminum Sills. Cast or extruded aluminum, with grooved surface, 1/4-inch thickness, mill finish.

2.5.1.4. Plastic Laminate. High-pressure type complying with NEMA LD3, Type GP-50 (0.050-inch nominal thickness)" color, texture, and pattern as selected by Architect from standard products available in the industry.

2.5.1.5. Fabricate car door frame integral with front wall of car.

2.5.1.6. Fabricate solid wood-core car with recesses and cutouts for signal equipment.

2.5.1.7. Luminous Ceiling. Fluorescent light fixtures and ceiling panels of translucent or open egg-crate plastic, of acrylic or other permanent rigid plastic complying with flammability requirements.

2.6. Personal Protective Devices

2.6.1. Handrails. Provide manufacturer's standard aluminum handrails on back wall unless otherwise indicated either continuous or segmented units.

2.6.2. Automatic Door Re-Opening Device. Provide electronic device with timed cutout, projecting infrared light beams across car entrance at full height of car door that when interrupted will cause closing doors to stop and re-open. Provide keyed switch in car operating panel or toggle switch in service cabinet for disconnecting photo-eye protective device.

2.6.3. Operational Nudging Feature. After car doors are prevented from closing for a pre-determined adjustable time period, through activation of detection device or door edge protective device, a loud buzzer shall sound and door shall begin to close at a reduced rate of speed. Doors shall continue to close unless door edge protective device is activated, which shall cause doors to re-open. Process shall repeat until obstruction is removed from entrance.

2.7. Passenger Hoistway Entrances

2.7.1. Provide pre-installed, manufacturer's standard, pre-engineered, hollow-metal type, sliding, door-and-frame hoistway entrances complete with track systems, hardware, safeties, sills and accessories. Match

car enclosure doors for size, number of door panels, and door panel movement. Provide a frame-section size and profile to coordinate with hoistway wall construction as indicated.

2.7.1.1. Where gypsum-board wall construction is indicated, fabricate frames with re-enforced head sections; provide sufficient strength without support from wall lintels.

2.7.2. Materials and Fabrication Provide selections indicated that comply with manufacturer's standards, but not less than the following.

2.7.2.1. Enameled Frames. Framed steel with manufacturer's standard baked synthetic enameled finish, colors as selected by Architect.

2.7.2.2. Enameled Steel Panel. Flush hollow-metal construction, fabricated from ASTM A 366 cold-rolled steel; commercial quality, Class 1, matte finish, stretcher leveled. Provide with factory-applied baked-on enamel finish; colors as selected by Architect.

2.7.2.3. Aluminum Sills. Extruded aluminum, with grooved surface, 1/4-inch thickness, mil finish.

3. EXECUTION

3.1. Examination

Prior to commencing elevator installation, examine pre-fabricated hoistways, hoist-way openings, pits, and machine rooms, as constructed; verify all critical dimensions and examine supporting structure and all other conditions under which elevator work is to be installed. Notify Contractor in writing of any dimensional discrepancies or other conditions detrimental to the proper installation or performance of elevator work. Do not proceed with elevator installation until unsatisfactory conditions have been corrected in a manner acceptable to the Installer.

3.2. Installation of Elevator System

3.2.1. General. Comply with manufacturer's instructions and recommendations for work required during installation.

3.2.2. Excavation for Pit. Excavate for each elevator pit to accommodate installation of modular elevator unit; comply with applicable requirements of Division 2 "Excavation" sections.

3.2.3. Install modular elevator units plumb and accurately centered for elevator car position and travel; anchor securely in place.

3.2.4. Welded Construction. Provide welded connections for installation of elevator work where bolted connections are not required for subsequent removal or for normal operation, adjustment, inspection, maintenance, and replacement of worn parts. Comply with AWS standards for workmanship and for qualifications of welding operators.

3.2.5. Coordination. Coordinate elevator work with work of other trades for proper time and sequence to avoid construction delays. Use benchmarks, lines, and levels designated by Contractor to ensure dimensional coordination of the work.

3.2.6. Sound Insulation. Mount rotating and vibrating elevator equipment and components on vibration-absorption mounts, designed to effectively prevent transmission of vibrations to structure and thereby to eliminate sources of structure-borne noise from elevator system.

- 3.2.7. Install piping without routing underground, where possible. Where not possible, cover underground piping with permanent protective wrapping before backfilling.
- 3.2.8. Lubricate operating parts of system, including ropes, if any, as recommended by manufacturers.
- 3.2.9. **Alignment.** Coordinate installation of hoistway entrances with installation of modular elevator unit for accurate alignment of entrances.
- 3.2.10. **Leveling Tolerance.** ½-inch, up or down, regardless of load and direction of travel.
- 3.2.11. Finish interior walls at hoistway entrances and trim to modular elevator unit. Provide sill or finish floor in area of hoistway door penetration in accordance with plans.

3.3. Field Quality Control

- 3.3.1. **Acceptance Testing.** Upon nominal completion of each elevator installation, and before permitting use of elevator (either temporary or permanent), perform acceptance tests as required and recommended by Code and governing regulations or agencies.
- 3.3.2. **Operating Tests.** Load each elevator to its rated capacity and operate continuously for 30 minutes over its full travel distance, stopping at each level and proceeding immediately to the next. Record temperature rise of pump motor (except submerged pumps) during 30-minute test period. Record failures of elevator to perform as required.
- 3.3.3. Advise Contractor, Owner, Architect, and inspection department of governing agencies in advance of dates and times tests are to be performed on elevators.

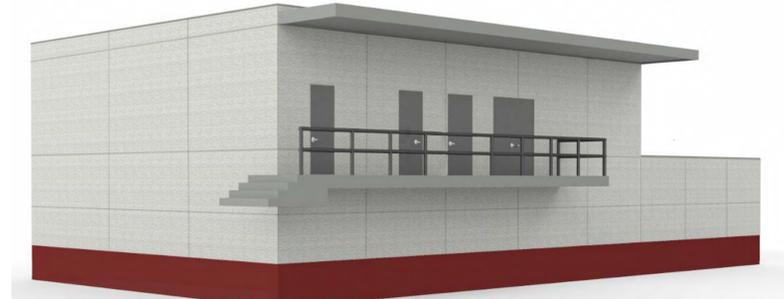
3.4. Protection

At time of Substantial Completion of elevator work (or portion thereof), provide suitable protective coverings, barriers, devices, signs, or such other methods or procedures to protect elevator work from danger or deterioration. Maintain protective measures throughout remainder of construction period

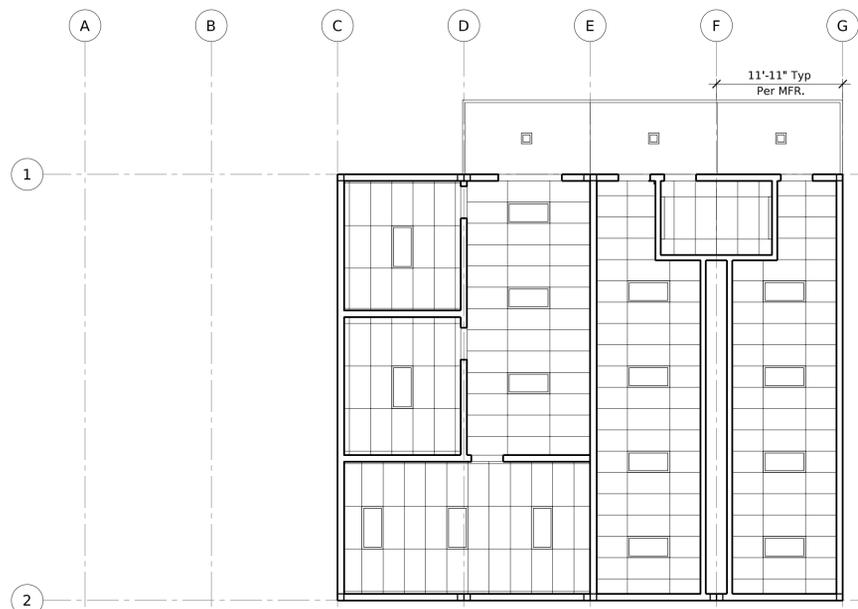
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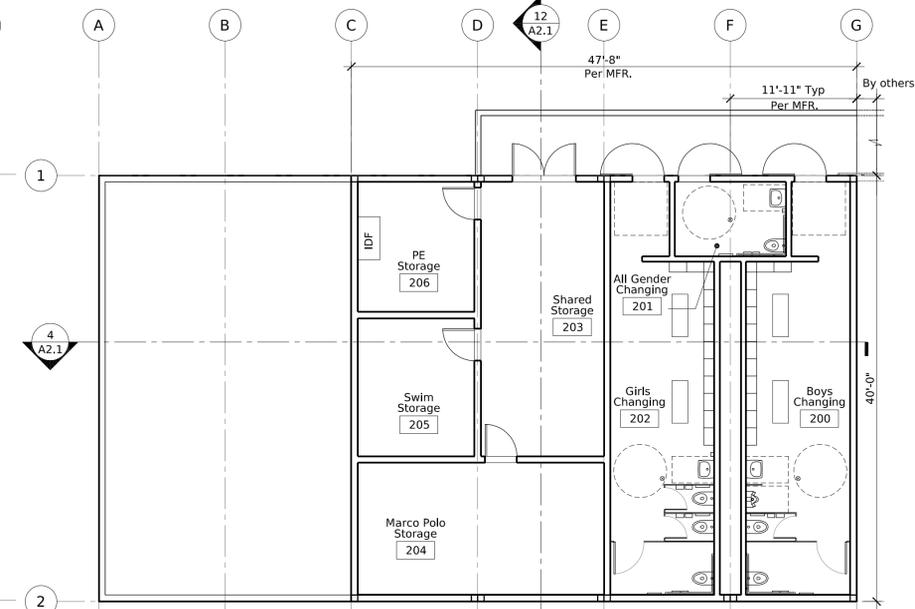
Perspective
From South East



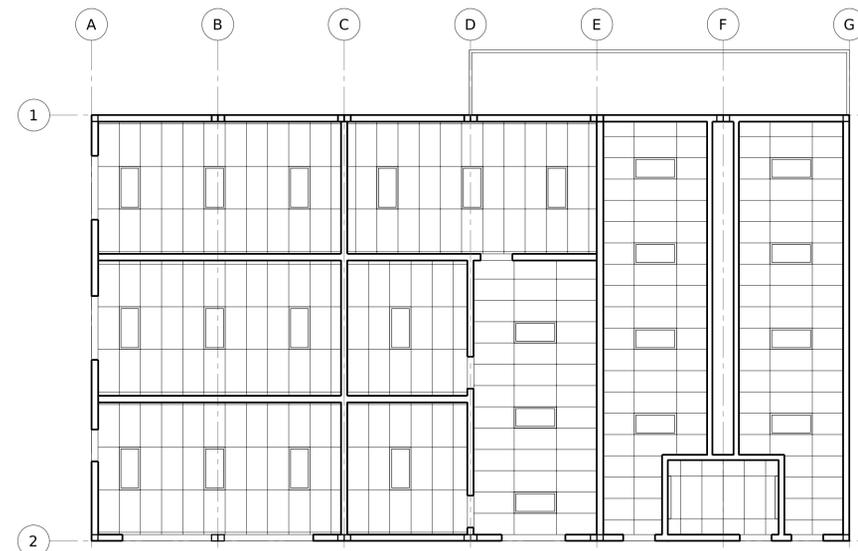
Perspective
From North West



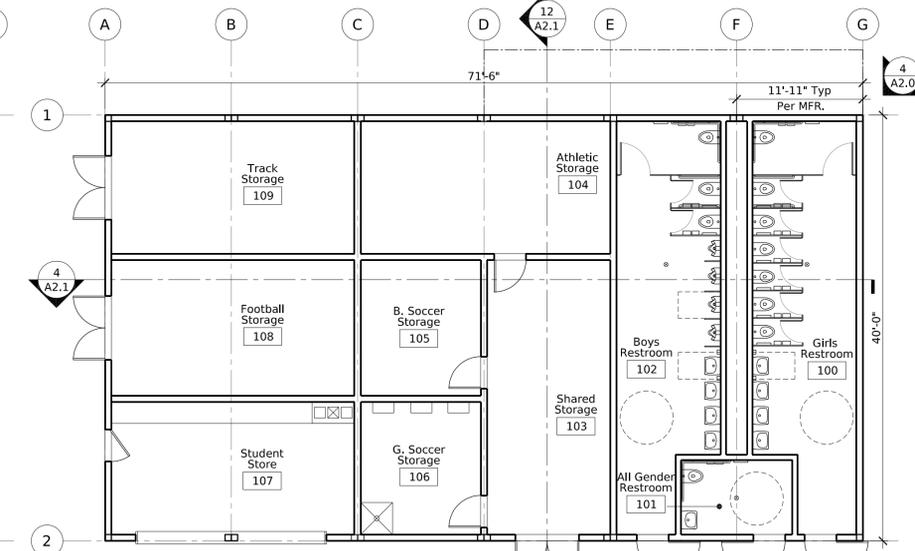
Reflected Ceiling Plan
Second Level



Second Level



Reflected Ceiling Plan
First Level



First Level

Finish Schedule

	Floor		Base		Wall		Ceiling		Notes
	Epoxy Floor	Sealed Concrete	Epoxy Cove Base 6"	Vinyl Top Set Base	FRP	Painted Plywood	Height	(N) Applied Acoustic Tile	
Toilet Rooms	■	■	■	■	■	■	8'-0"	■	
Storage Rooms	■	■	■	■	■	■	8'-0"	■	
Student Store	■	■	■	■	■	■	8'-0"	■	

Opening Schedule

Location		Door	Frame	Hardware	Notes			
Mark	Room	Width (v.l.f.)	Height (v.l.f.)	Type	Mat'L	Mat'L	ANSI Lever Function	
Doors								
01	Girls Restroom 100	3'-0"	7'-0"	A	MTL	MTL	F84	
02	All Gender Restroom 101	3'-0"	7'-0"	A	MTL	MTL	F84	
03	Boys Restroom 102	3'-0"	7'-0"	A	MTL	MTL	F84	
04	Shared Storage 103	6'-0"	7'-0"	A	MTL	MTL	F84	
05	Athletic Storage 104	3'-0"	7'-0"	B	MTL	MTL	F84	
06	B. Soccer Storage 105	3'-0"	7'-0"	B	MTL	MTL	F84	
07	G. Soccer Storage 106	3'-0"	7'-0"	B	MTL	MTL	F84	
08	Student Store 107	3'-0"	7'-0"	A	MTL	MTL	F84	
09	Football Storage 108	6'-0"	7'-0"	A	MTL	MTL	F84	
10	Track Storage 109	6'-0"	7'-0"	A	MTL	MTL	F84	
11	Boys Restroom 200	3'-0"	7'-0"	A	MTL	MTL	F84	
12	All Gender Restroom 201	3'-0"	7'-0"	A	MTL	MTL	F84	
13	Girls Restroom 202	3'-0"	7'-0"	A	MTL	MTL	F84	
14	Shared storage 203	6'-0"	7'-0"	A	MTL	MTL	F84	
15	Polo Storage 204	3'-0"	7'-0"	B	MTL	MTL	F84	
16	Swim Storage 205	3'-0"	7'-0"	B	MTL	MTL	F84	
17	PE Storage 206	3'-0"	7'-0"	B	MTL	MTL	F84	
Rolling Counter Door								
1	Student Store 107	8'-5"	4'-4"	A	MTL	MTL		
2	Student Store 107	8'-5"	4'-4"	A	MTL	MTL		

Santa Cruz City Schools
133 Mission Street
Suite 100
Santa Cruz, CA 95069

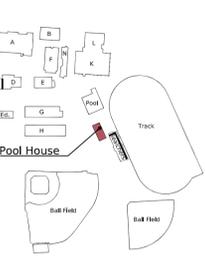
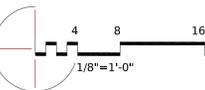


Santa Cruz High School
415 Walnut Avenue
Santa Cruz, CA 95060



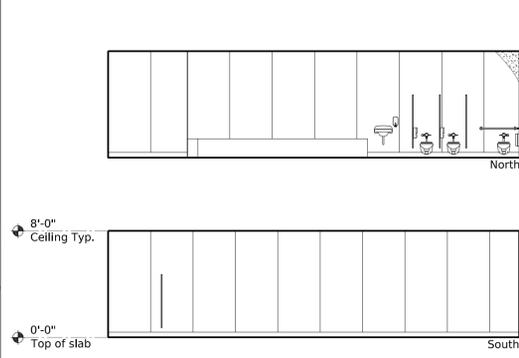
Pool House
at Sports Field
Santa Cruz High School

Revision _____ Date _____



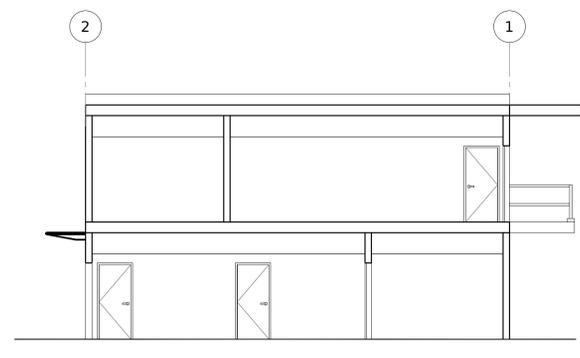
Floorplans / RCP

A2.0



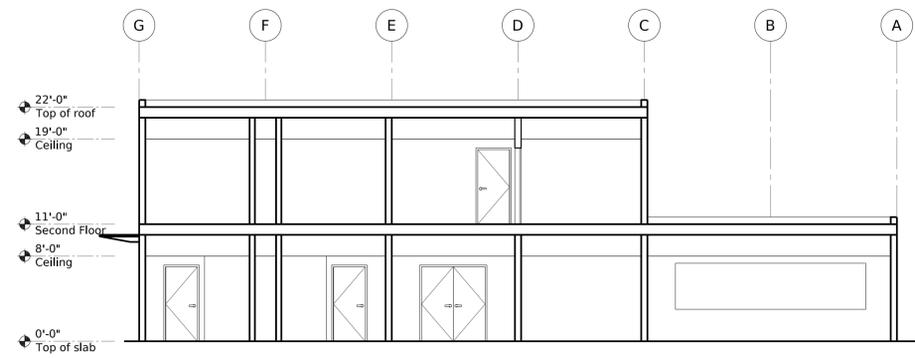
Girl's Locker Room Interior Elevation
Second Level

20 Section

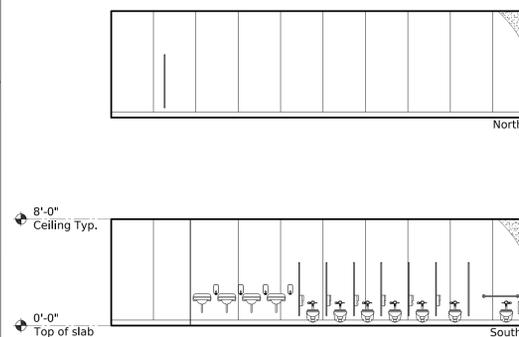


1/8"=1'-0"

12 Section

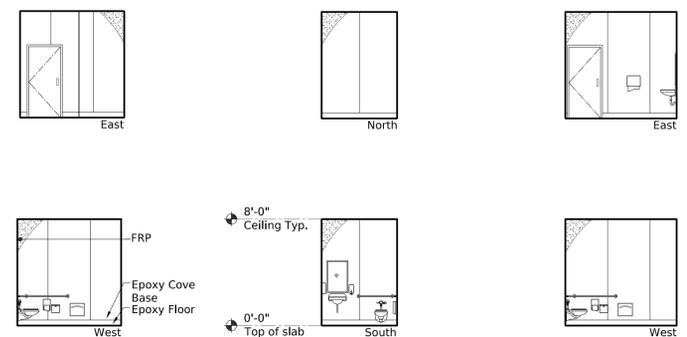


1/8"=1'-0"

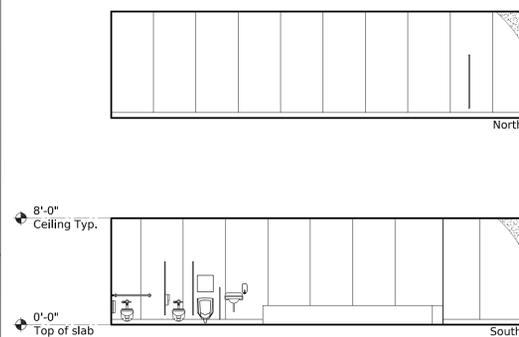
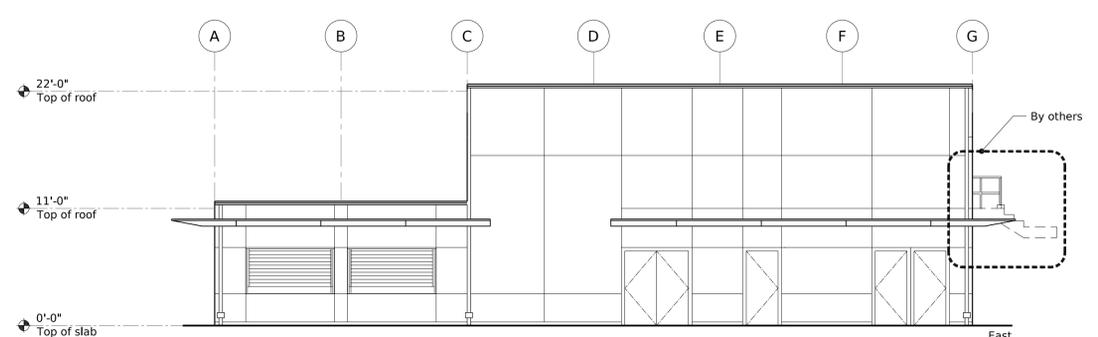


Girl's Toilet Room Interior Elevation
First Level

19 All Gender Toilet Room

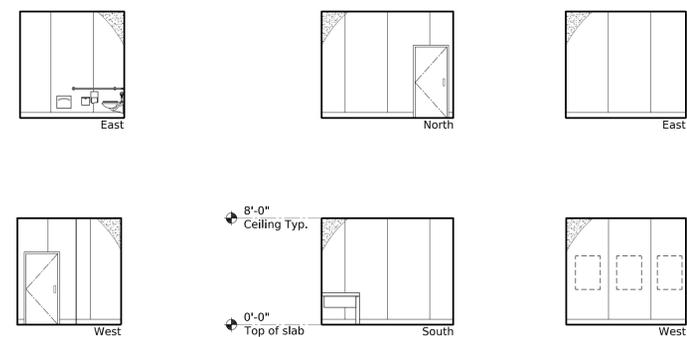


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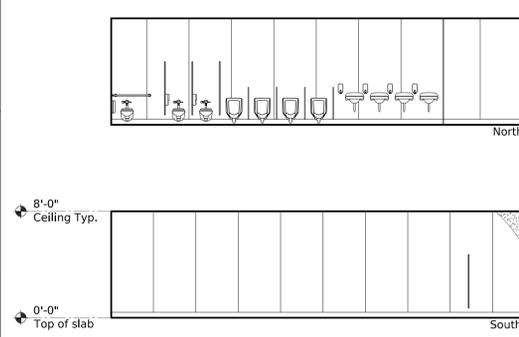
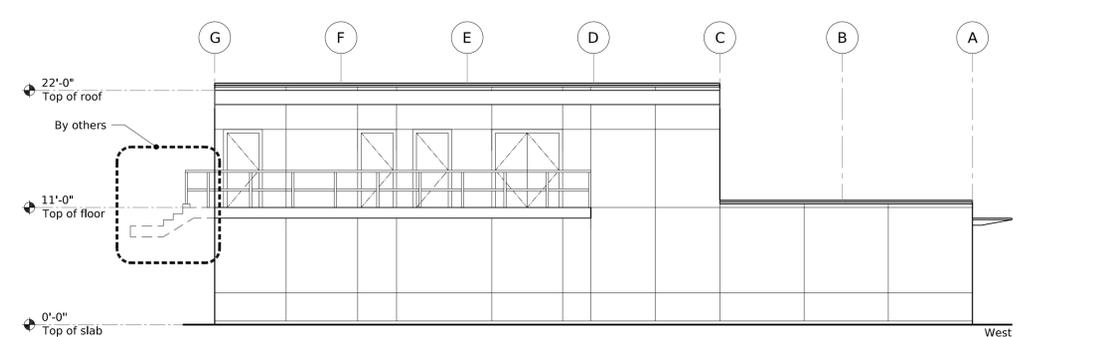


Boy's Locker Room Interior Elevation
Second Level

18 Custodian Interior Elevation

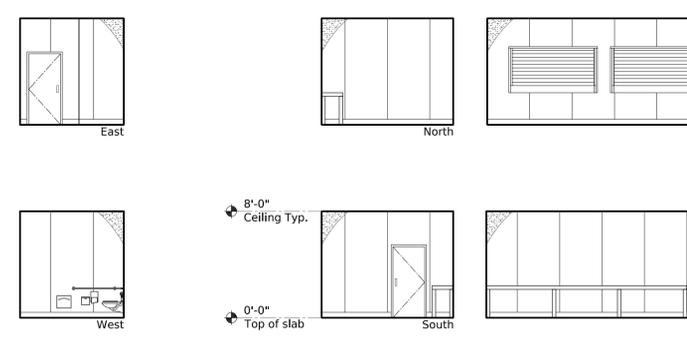


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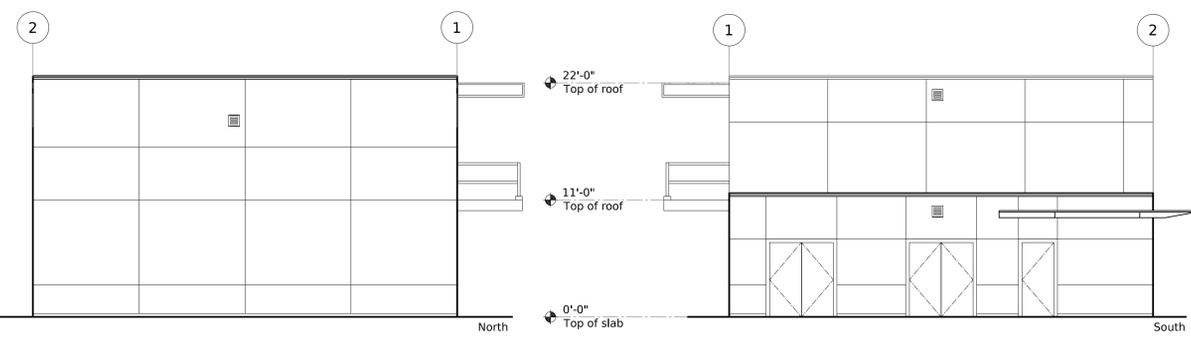
Boy's Toilet Room Interior Elevation
First Level

17 Student Store Interior Elevation



13

Exterior Elevations



1/8"=1'-0"

1

Santa Cruz City Schools
133 Mission Street
Suite 100
Santa Cruz, CA 95069

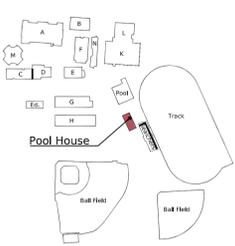


Santa Cruz High School
415 Walnut Avenue
Santa Cruz, CA 95060



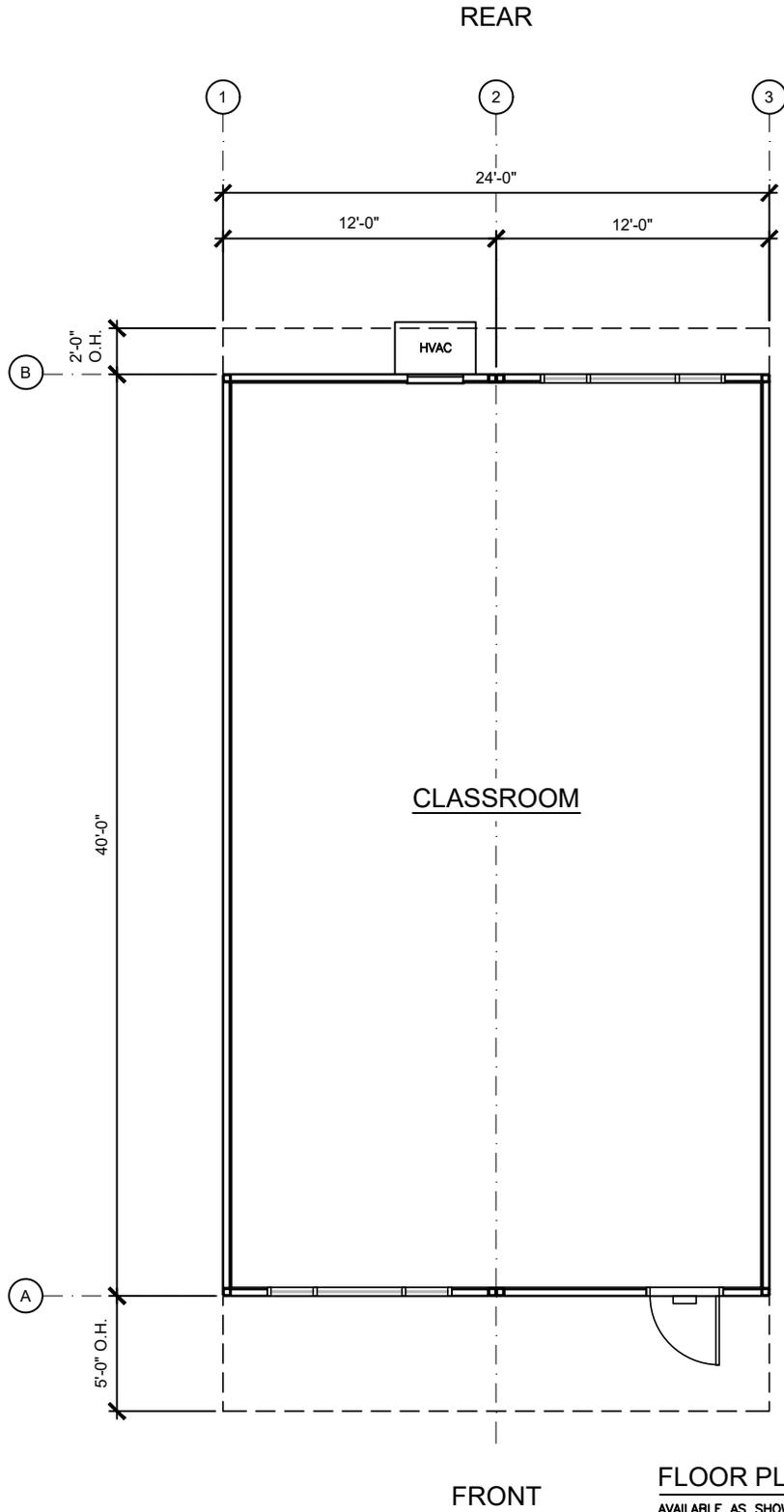
Pool House
at Sports Field
Santa Cruz High School

Revision Date



Sections / Elevations

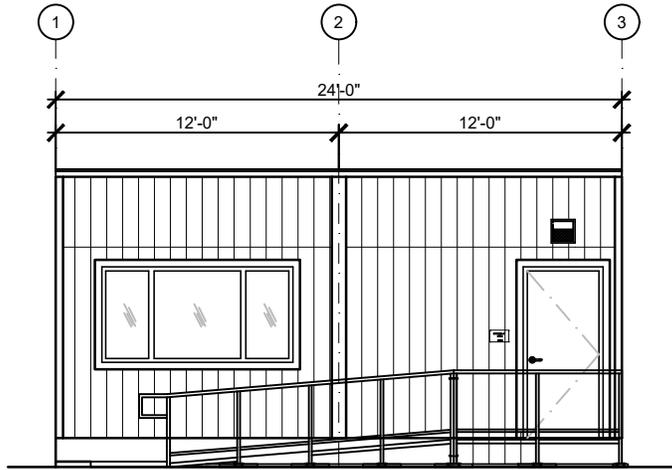
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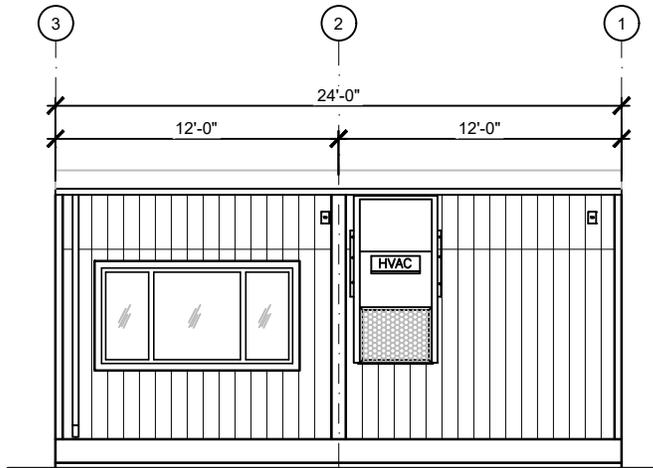
FLOOR PLAN

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OR OPPOSITE HAND - RIGHT HAND

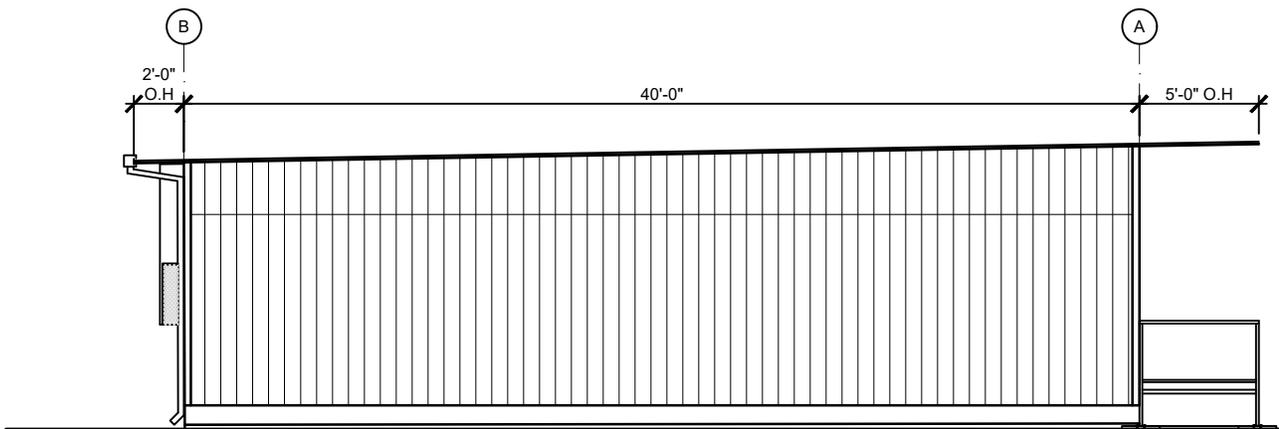
24'X40' CLASSROOM	ITEM A
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FRONT END/ENTRY ELEVATION

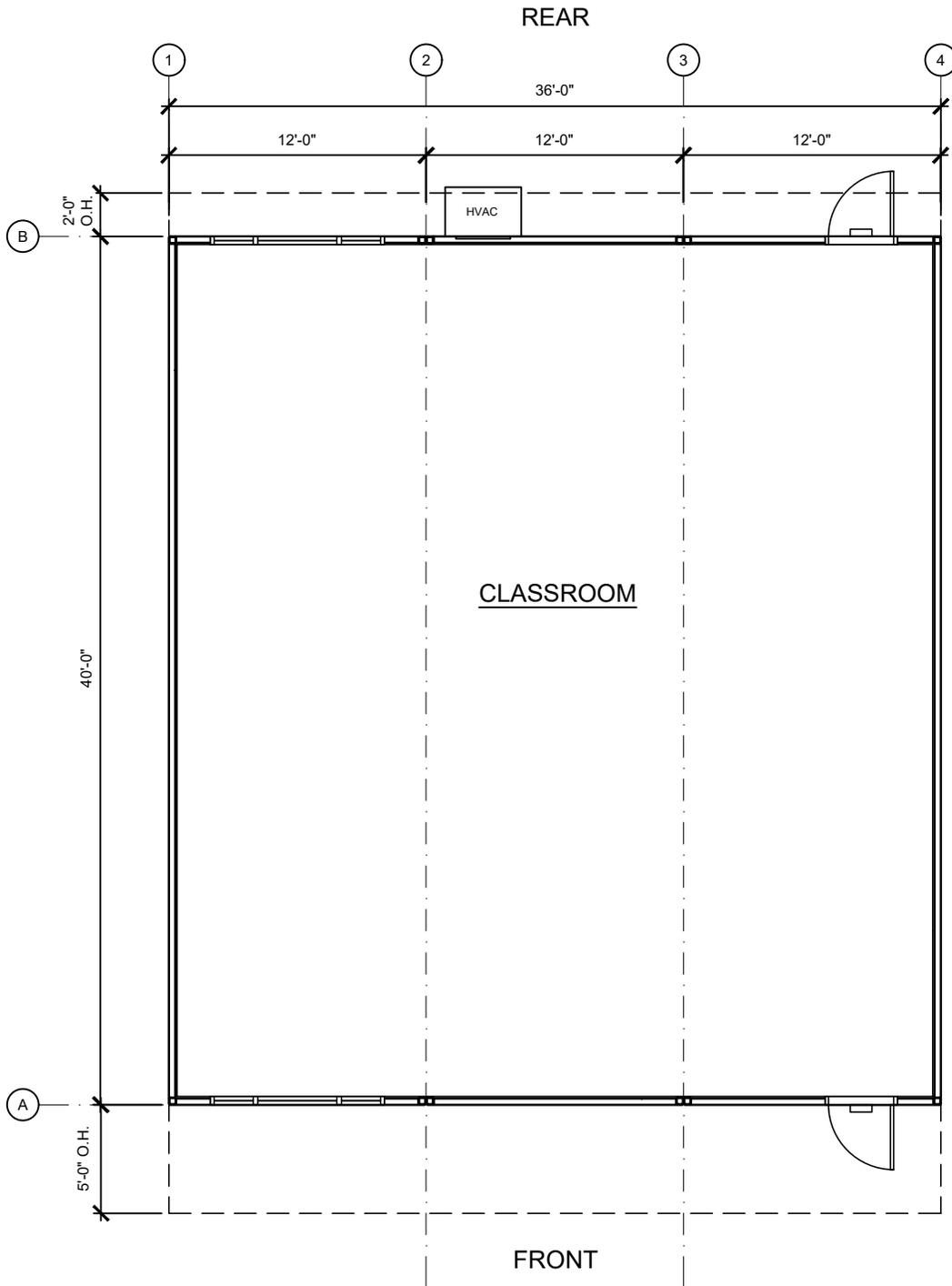


REAR END ELEVATION



SIDE ELEVATION

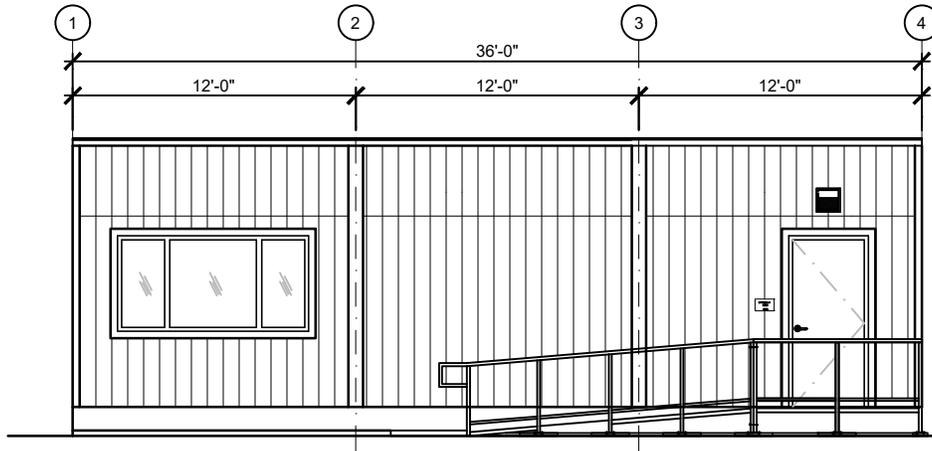
24'X40' CLASSROOM	ITEM A
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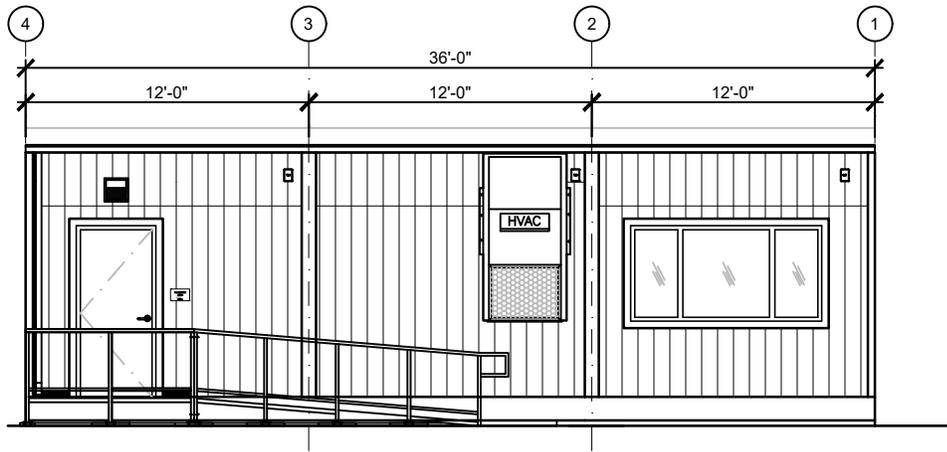
FLOOR PLAN

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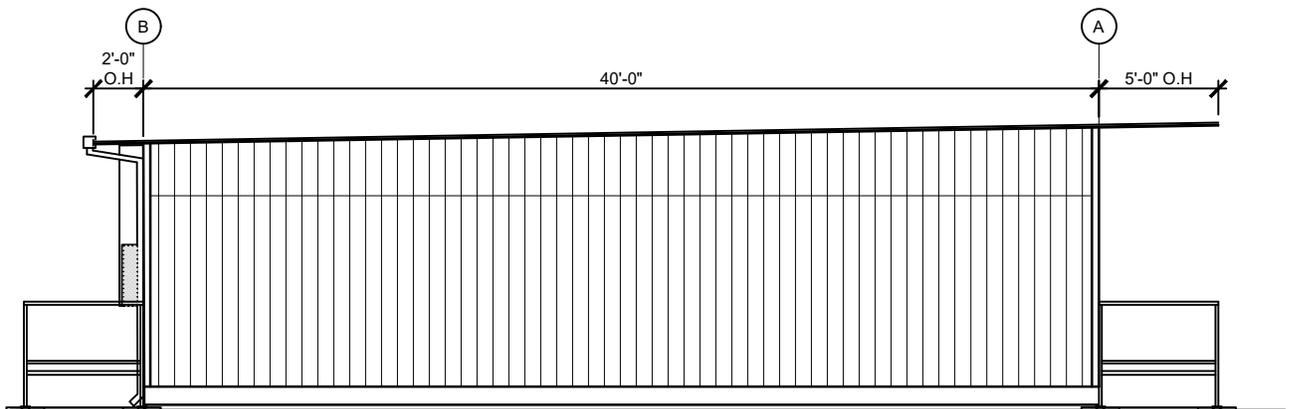
36' x 40' CLASSROOM	ITEM B
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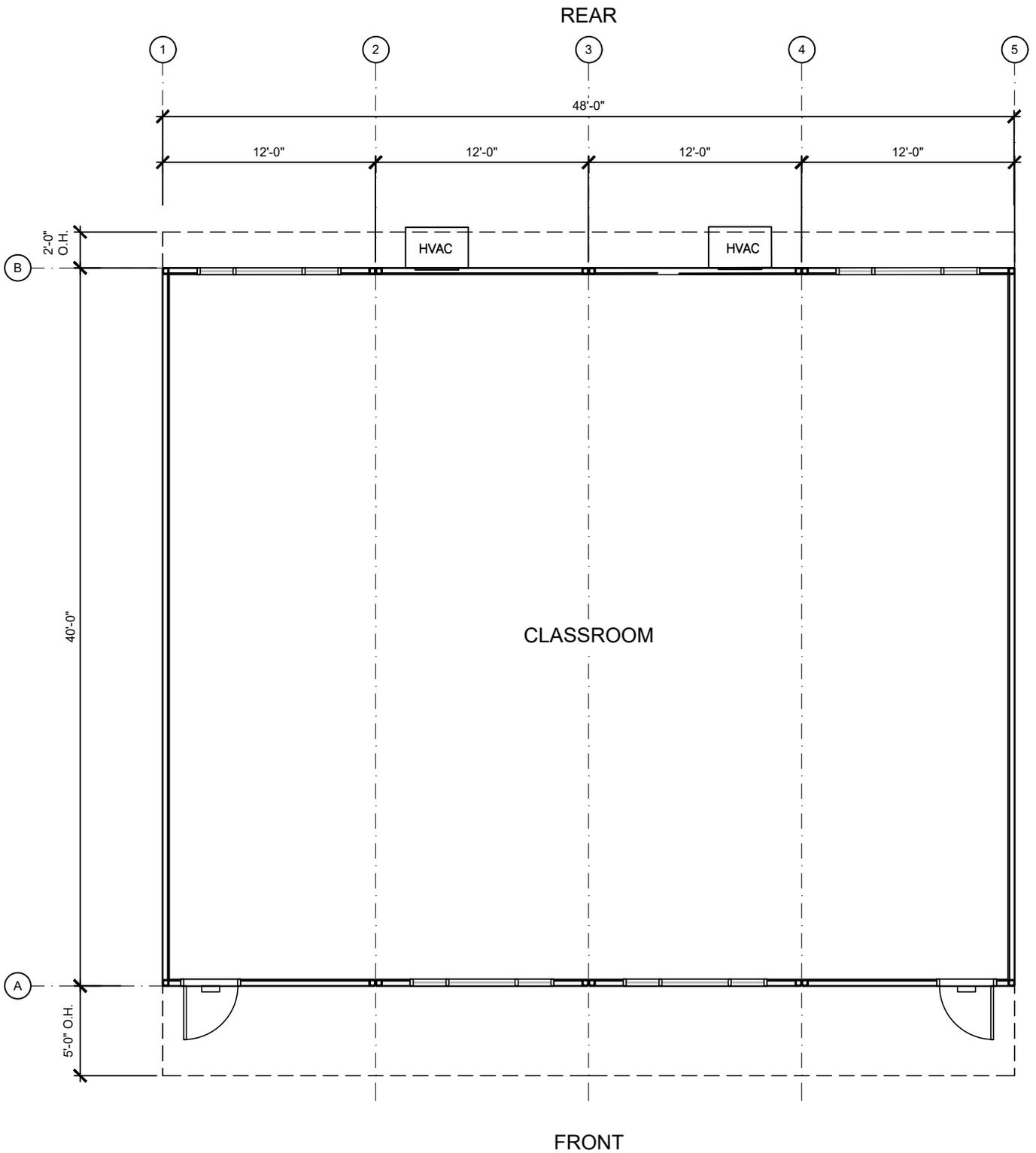


FRONT END/ENTRY ELEVATION



RIGHT SIDE ELEVATION

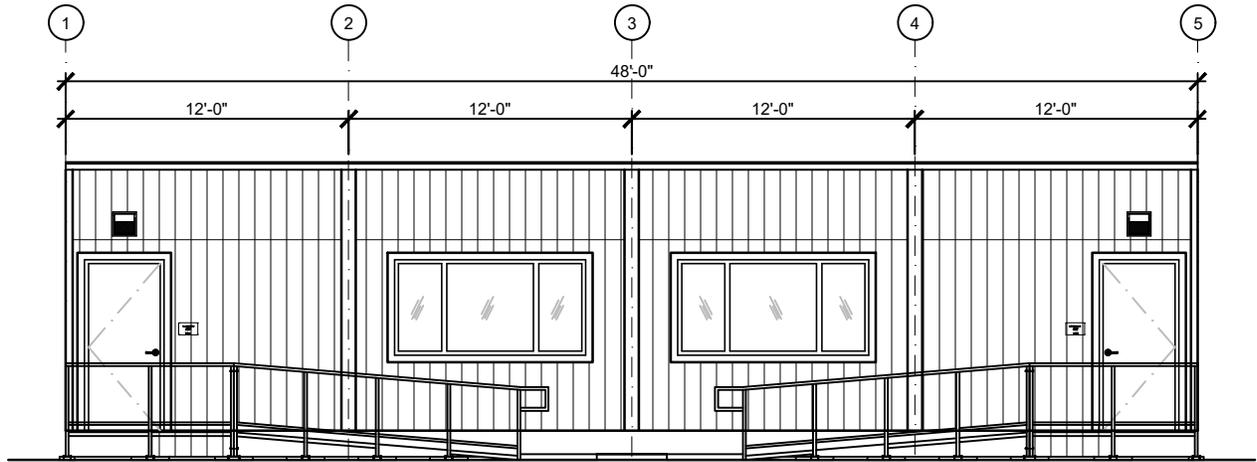
36'x40' CLASSROOM	ITEM B
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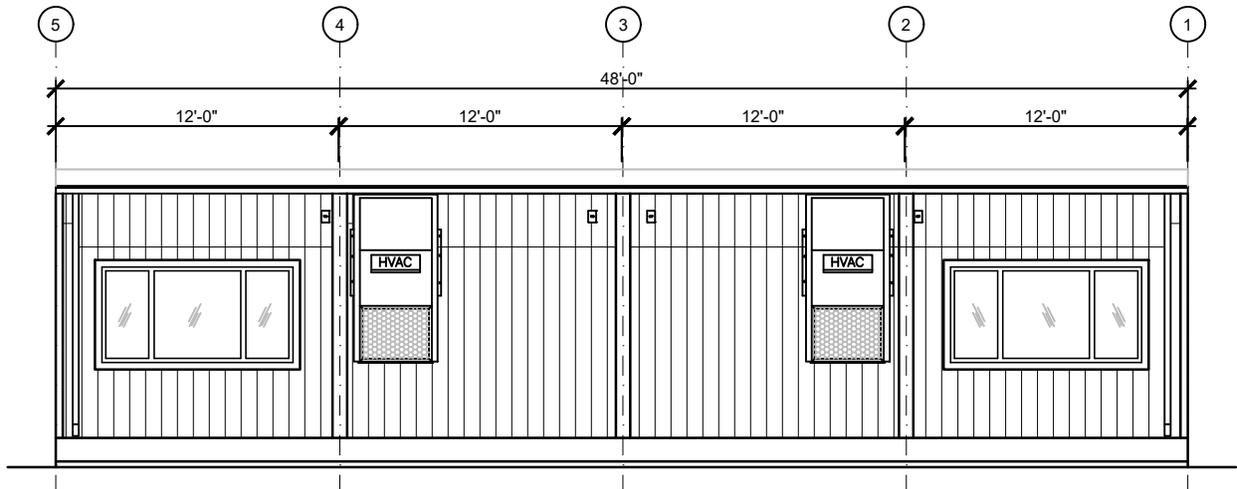
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OR OPPOSITE HAND - RIGHT HAND

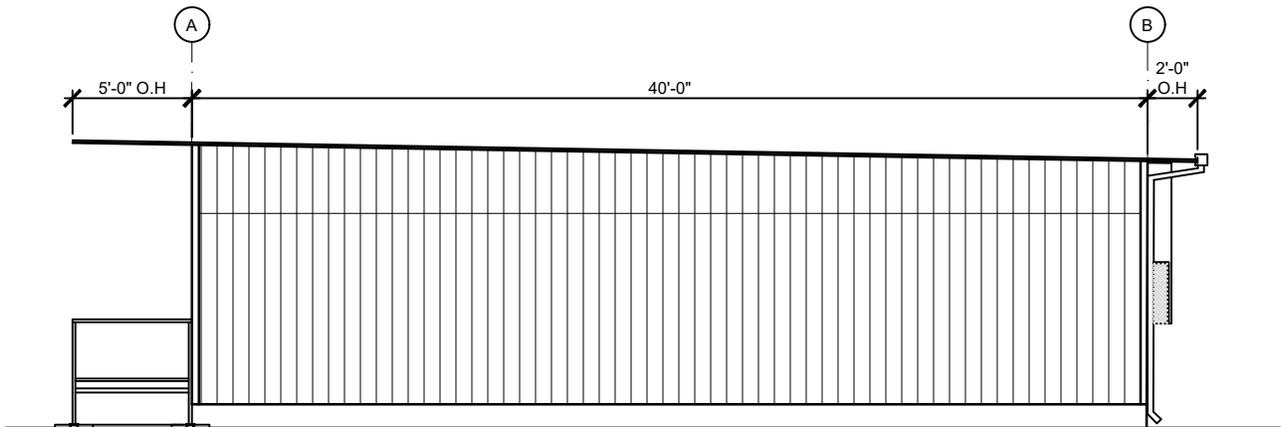
48'X40' CLASSROOM	ITEM C
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FRONT END/ENTRY ELEVATION

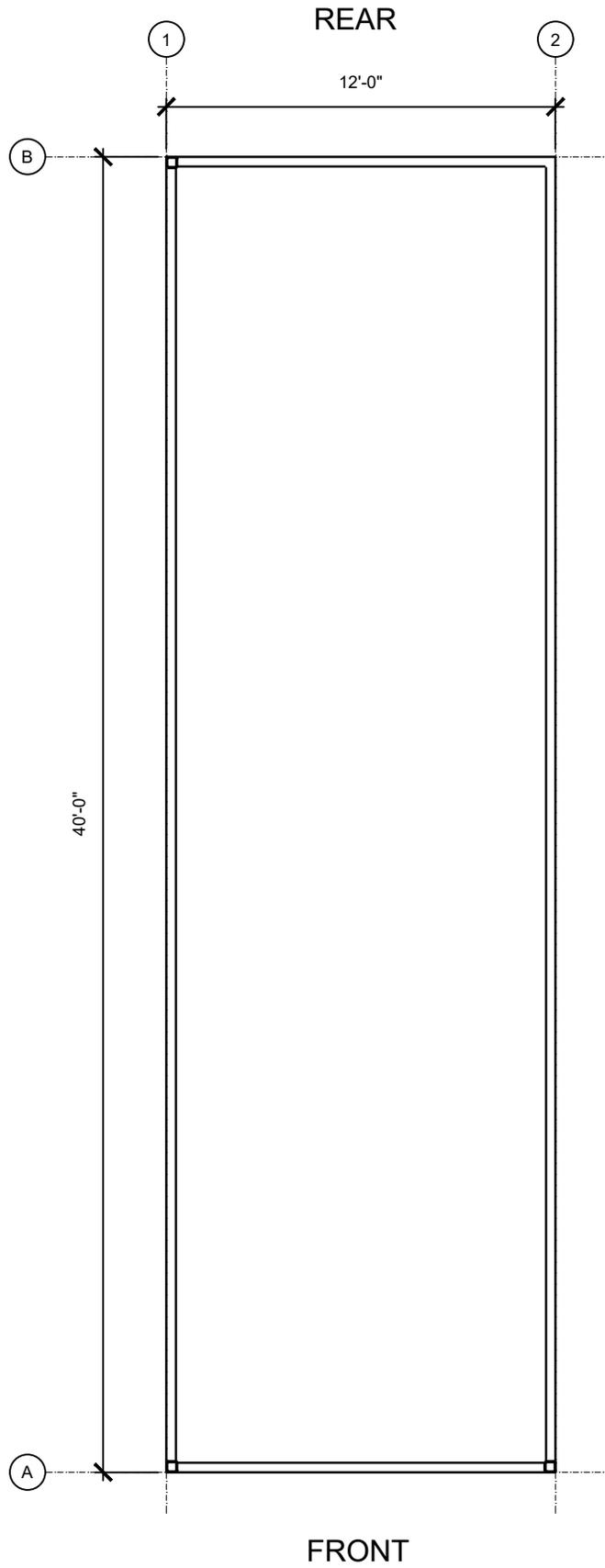


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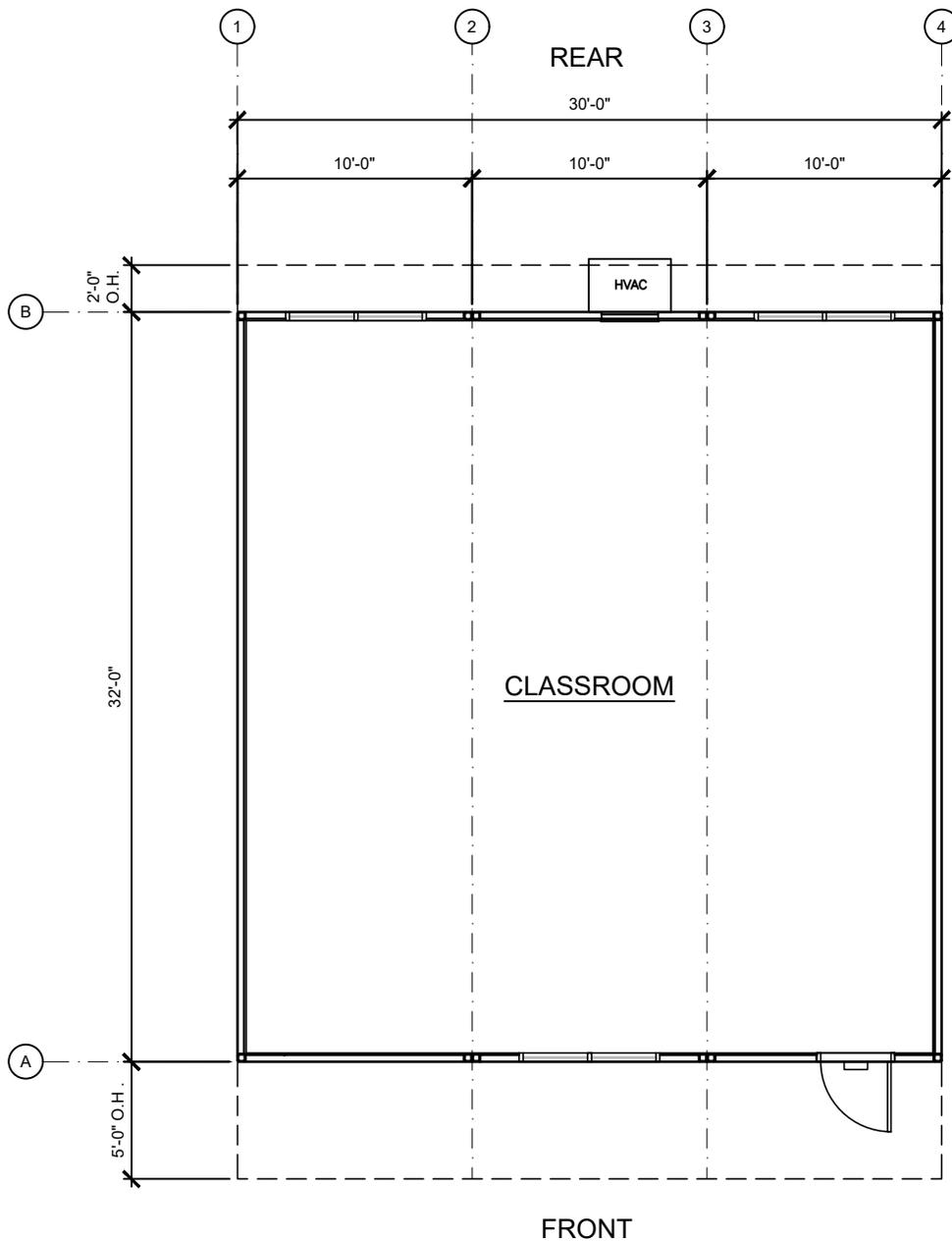


RIGHT SIDE ELEVATION

48'X40' CLASSROOM	ITEM C
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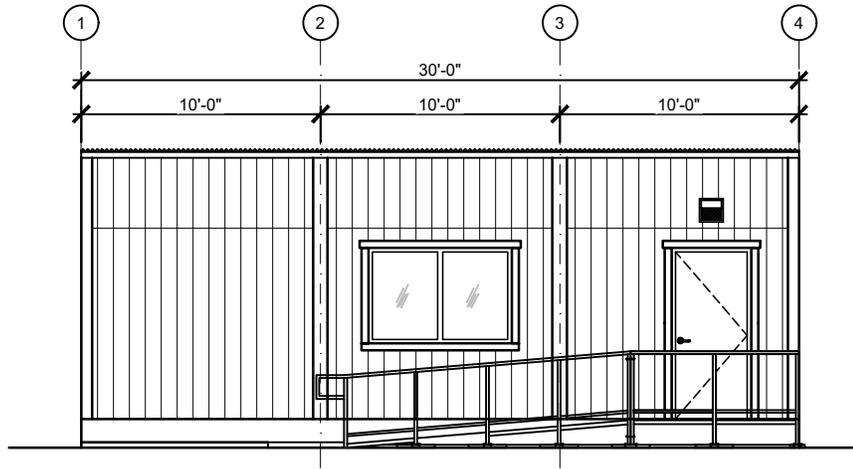
12' MODULE	Additional Section	ITEM D
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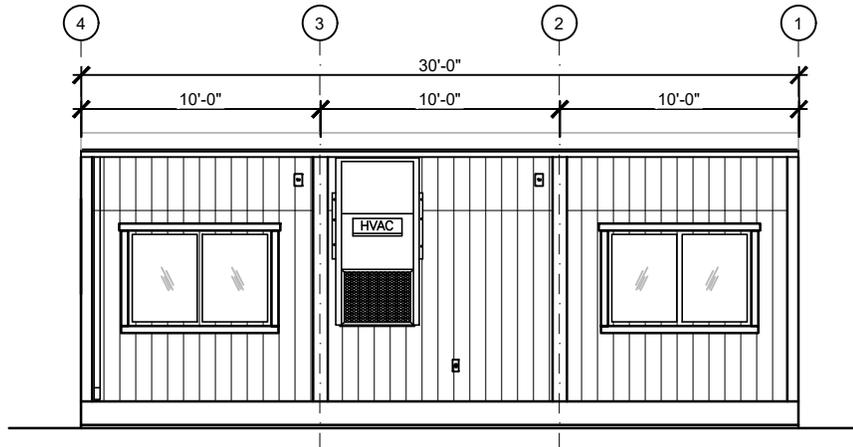
FLOOR PLAN

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OR OPPOSITE HAND - RIGHT HAND

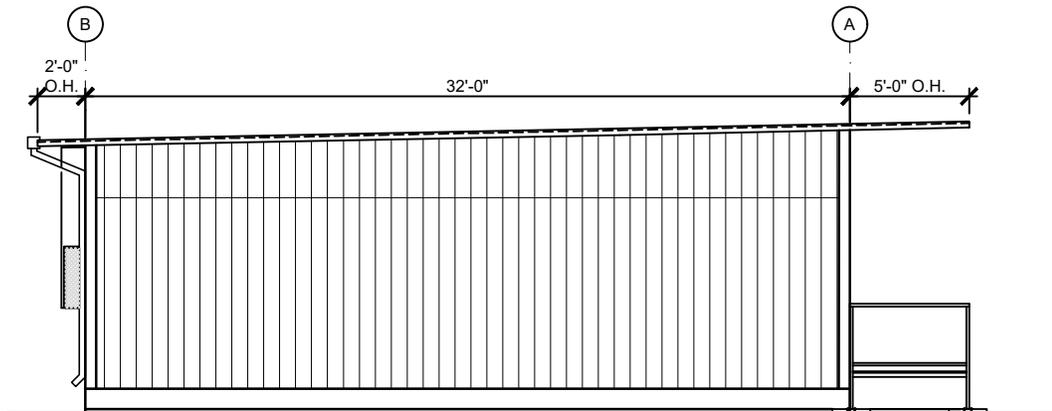
30'X32' CLASSROOM	ITEM E
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FRONT END/ ENTRY ELEVATION

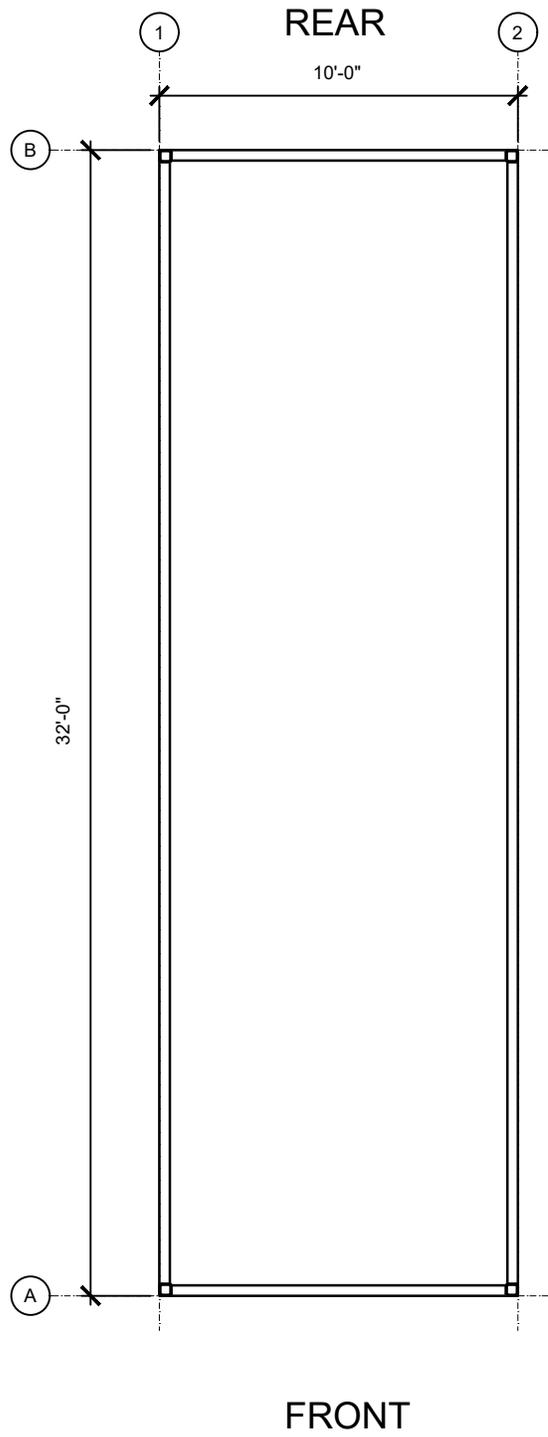


REAR END ELEVATION

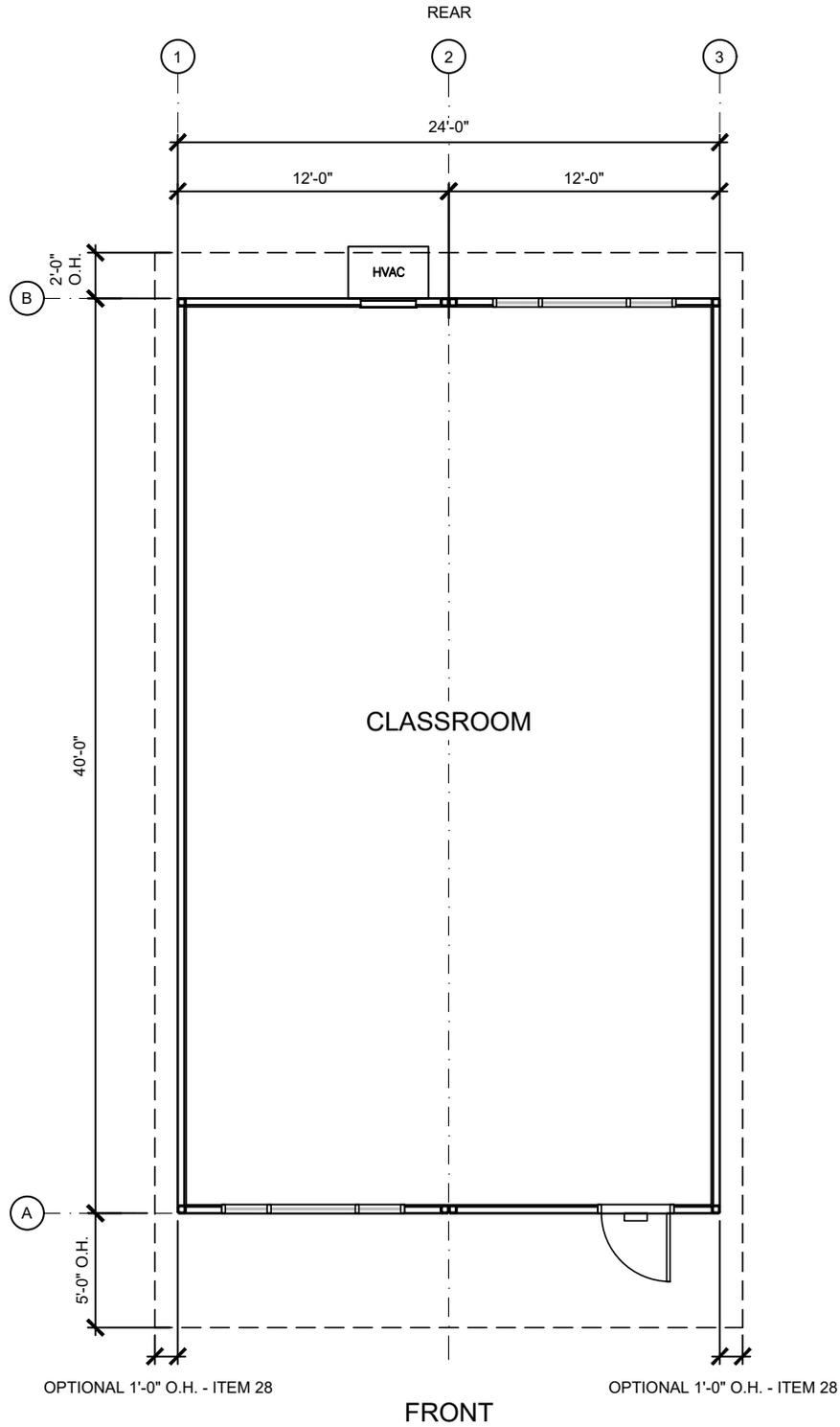


SIDE ELEVATION

30'X32' CLASSROOM	ITEM E
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10' MODULE	Additional Section	ITEM F
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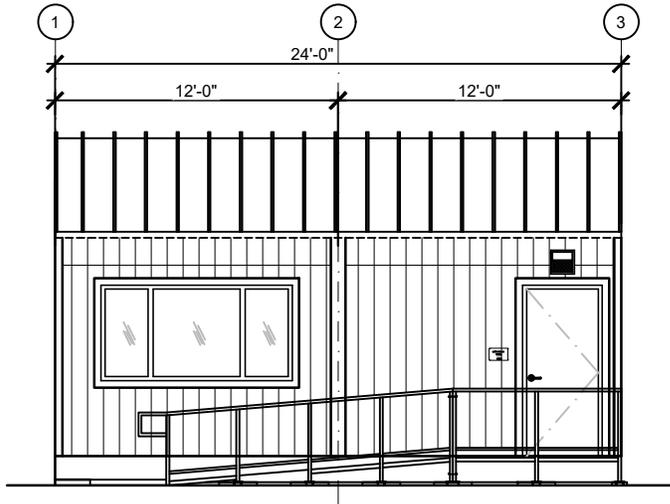


FLOOR PLAN

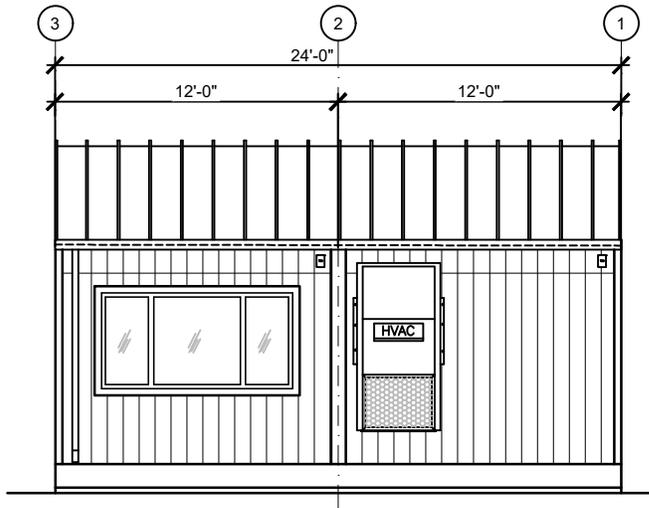
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OR OPPOSITE HAND - RIGHT HAND

24'X40' CLASSROOM

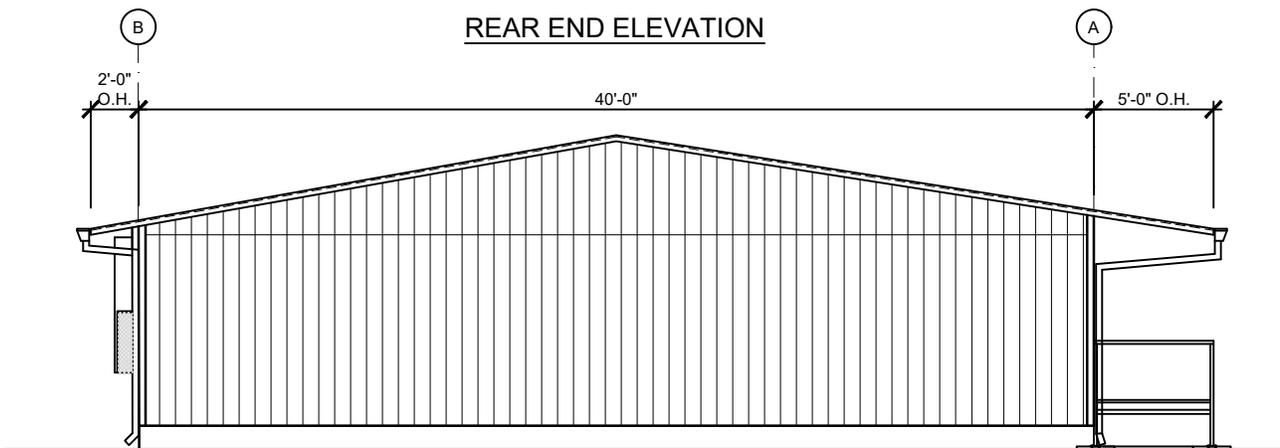
ITEM G



FRONT END/ENTRY ELEVATION

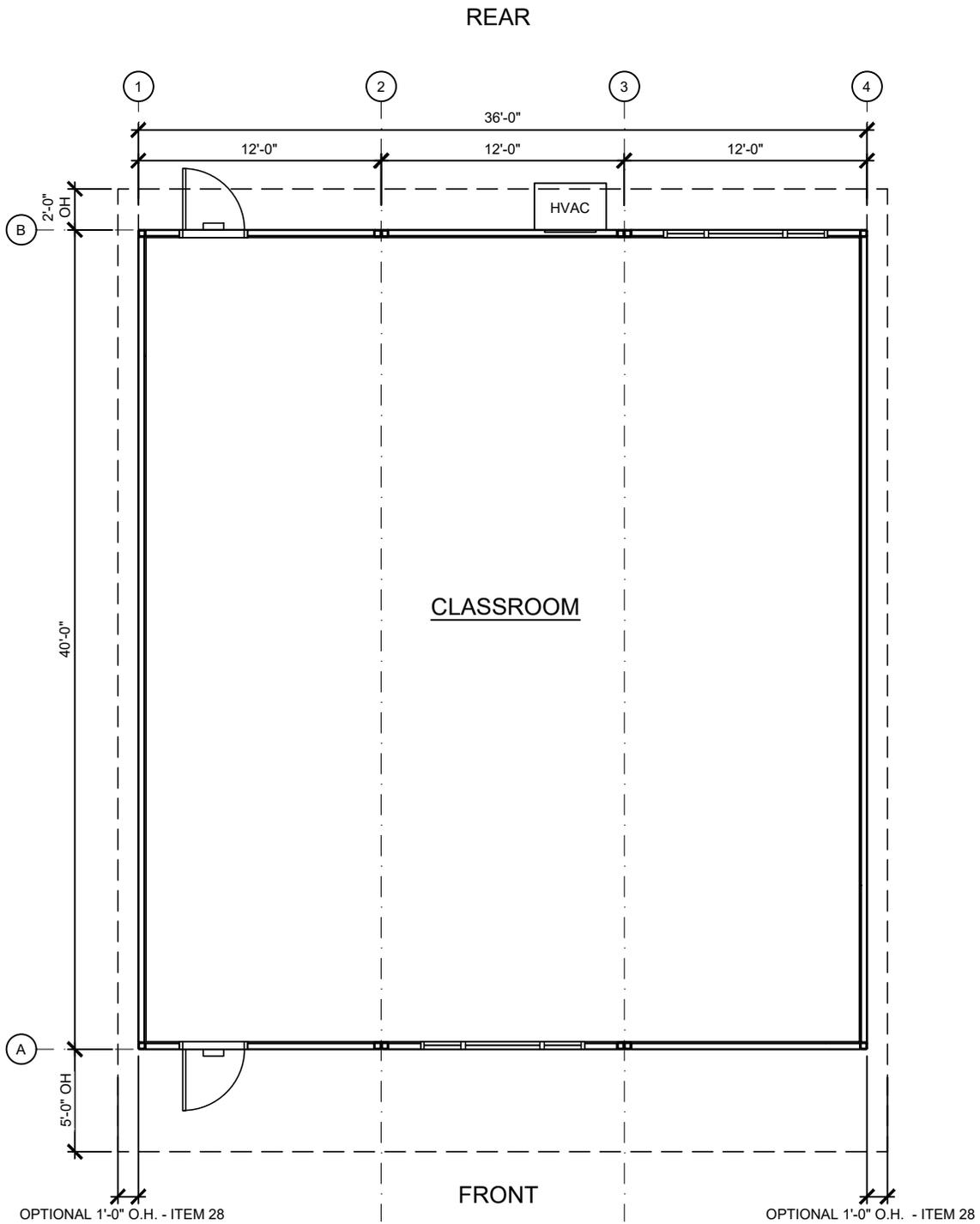


REAR END ELEVATION



SIDE ELEVATION

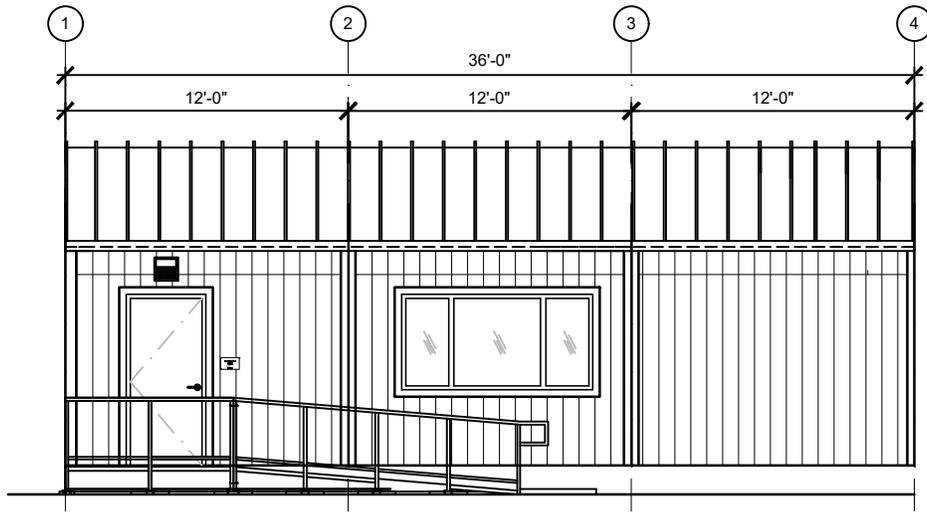
24'X40' CLASSROOM	ITEM G
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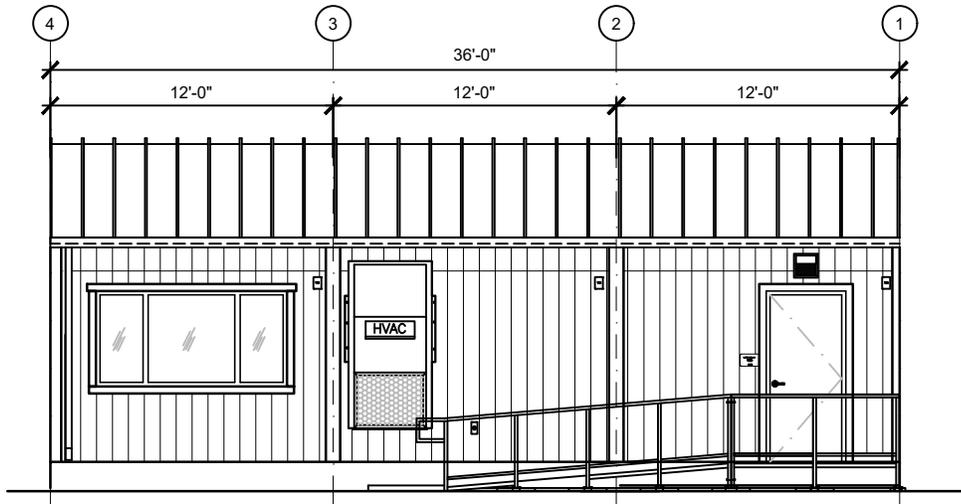
FLOOR PLAN

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

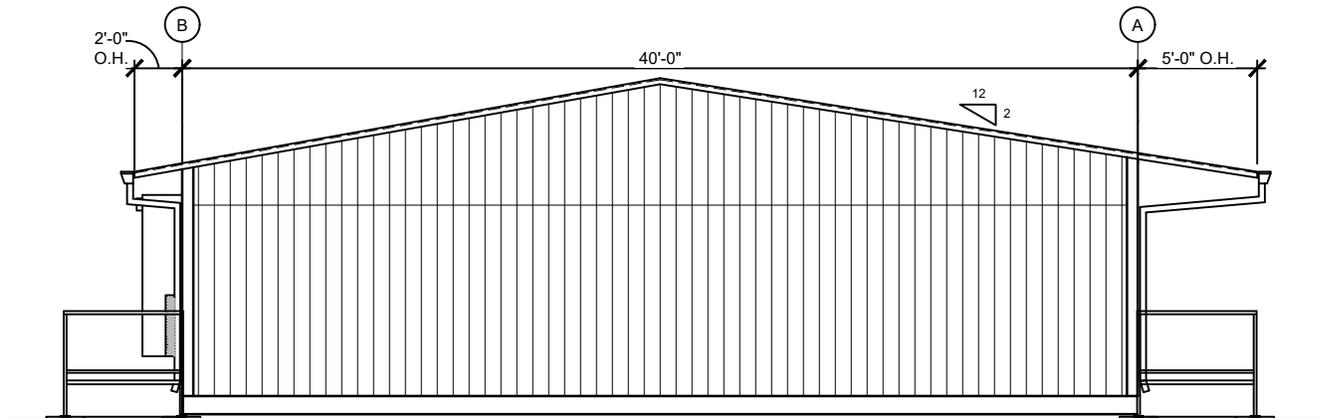
36'x40' CLASSROOM	ITEM H
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FRONT END/ENTRY ELEVATION



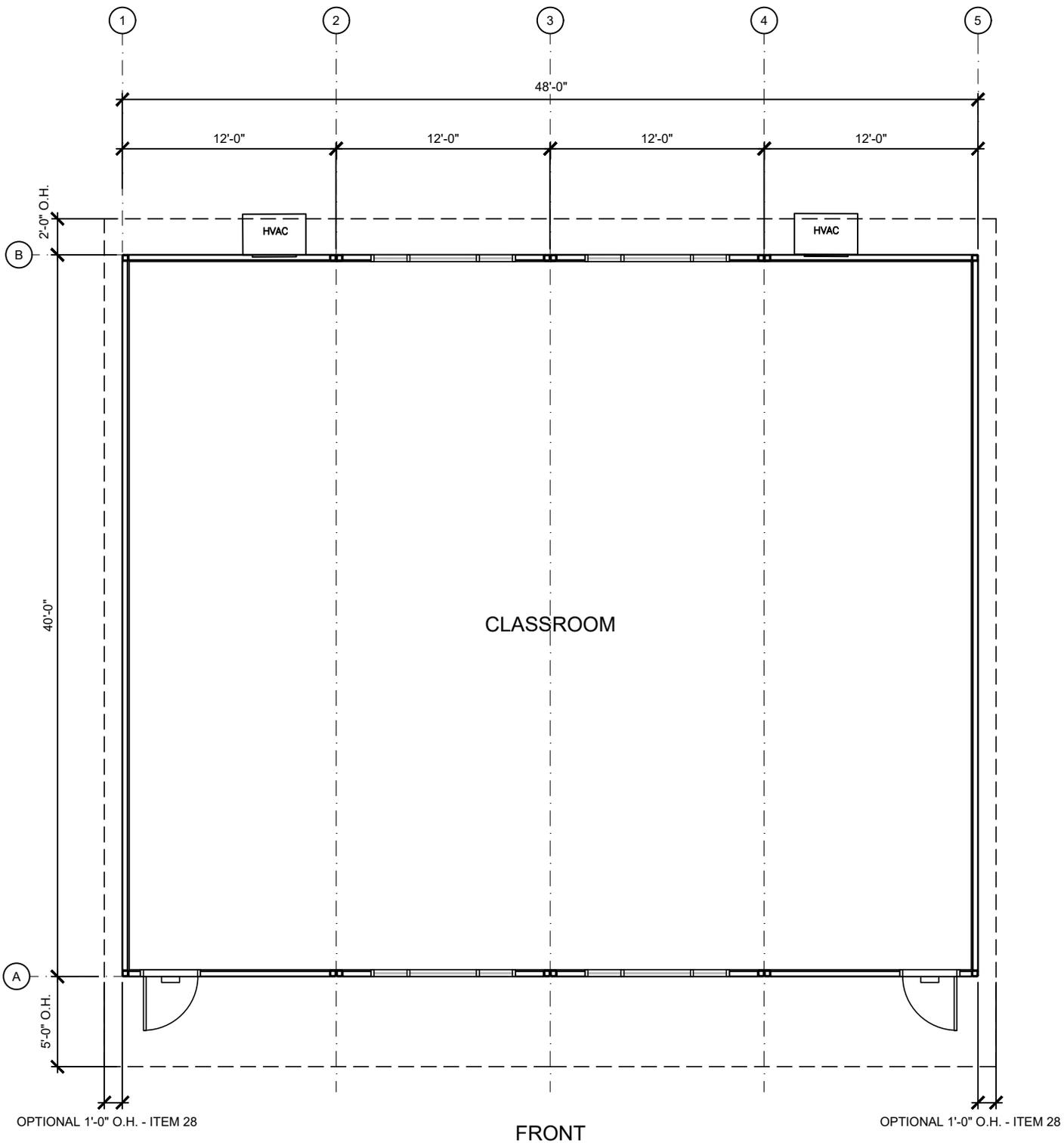
REAR END/ENTRY ELEVATION



RIGHT SIDE ELEVATION

36'x40' CLASSROOM	ITEM H
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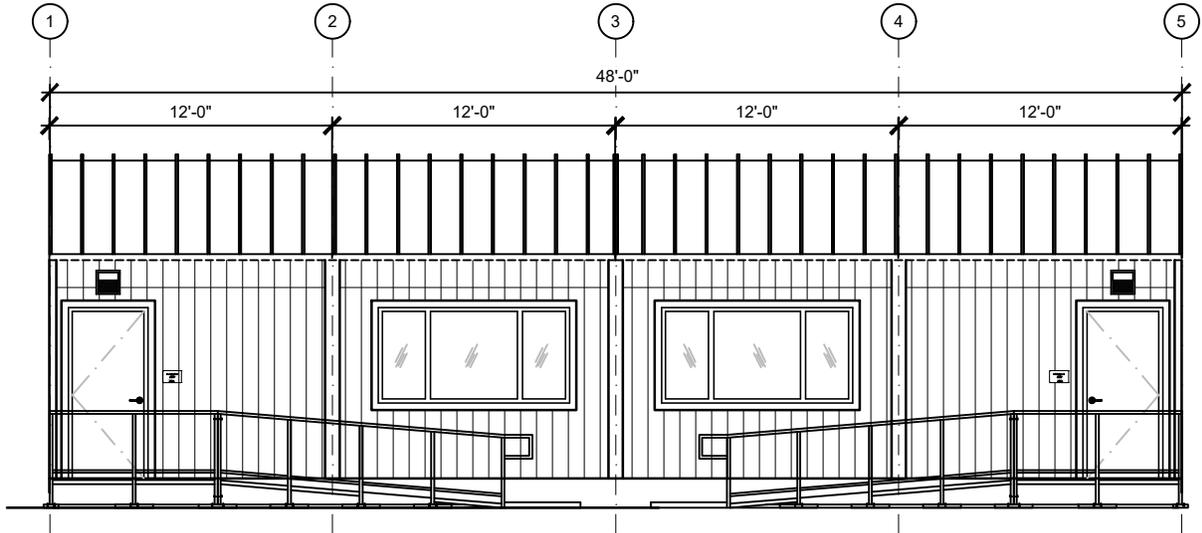
REAR



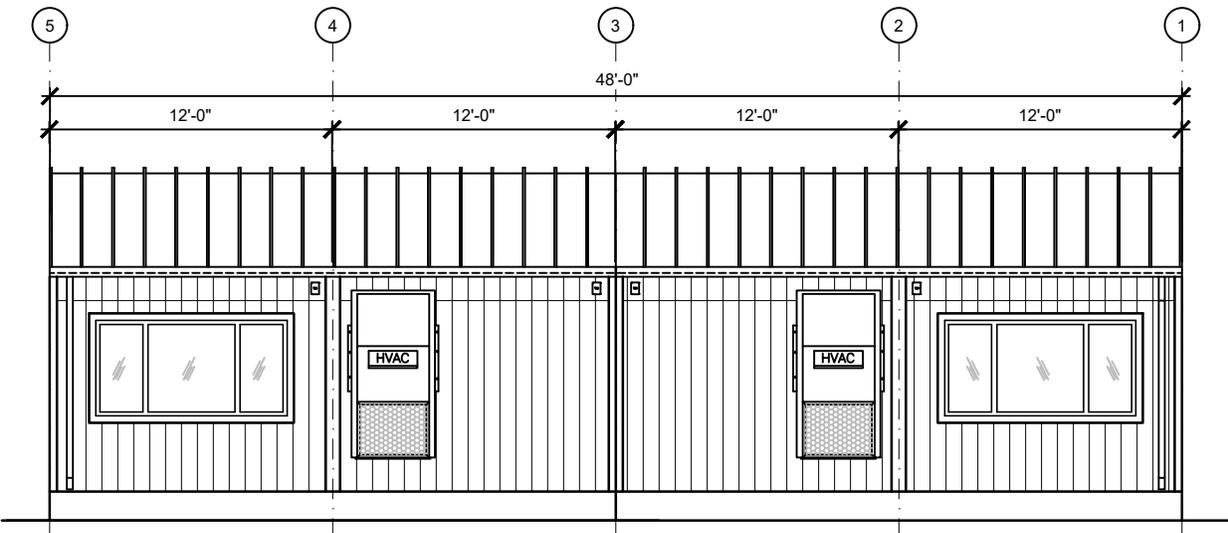
FLOOR PLAN

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

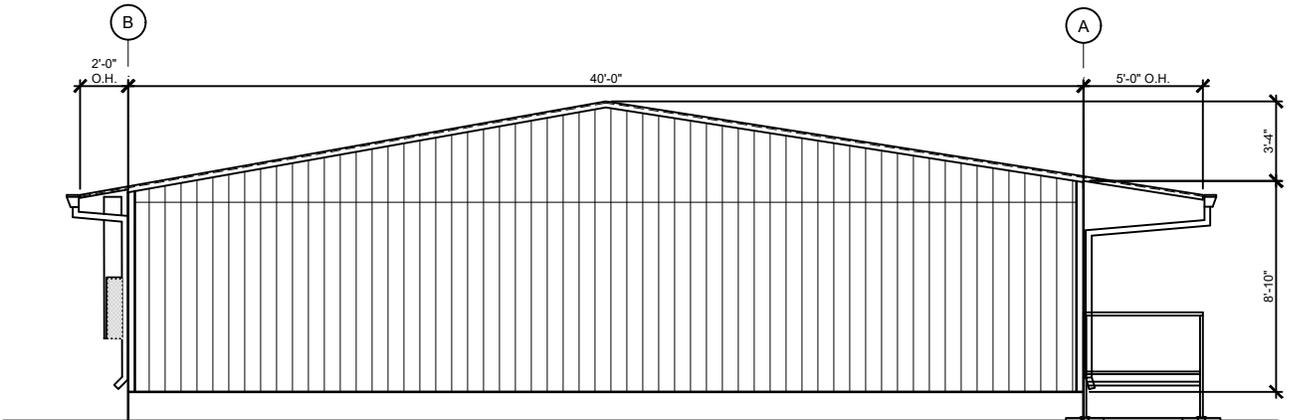
48'X40' CLASSROOM	ITEM I
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FRONT EXTERIOR ELEVATION

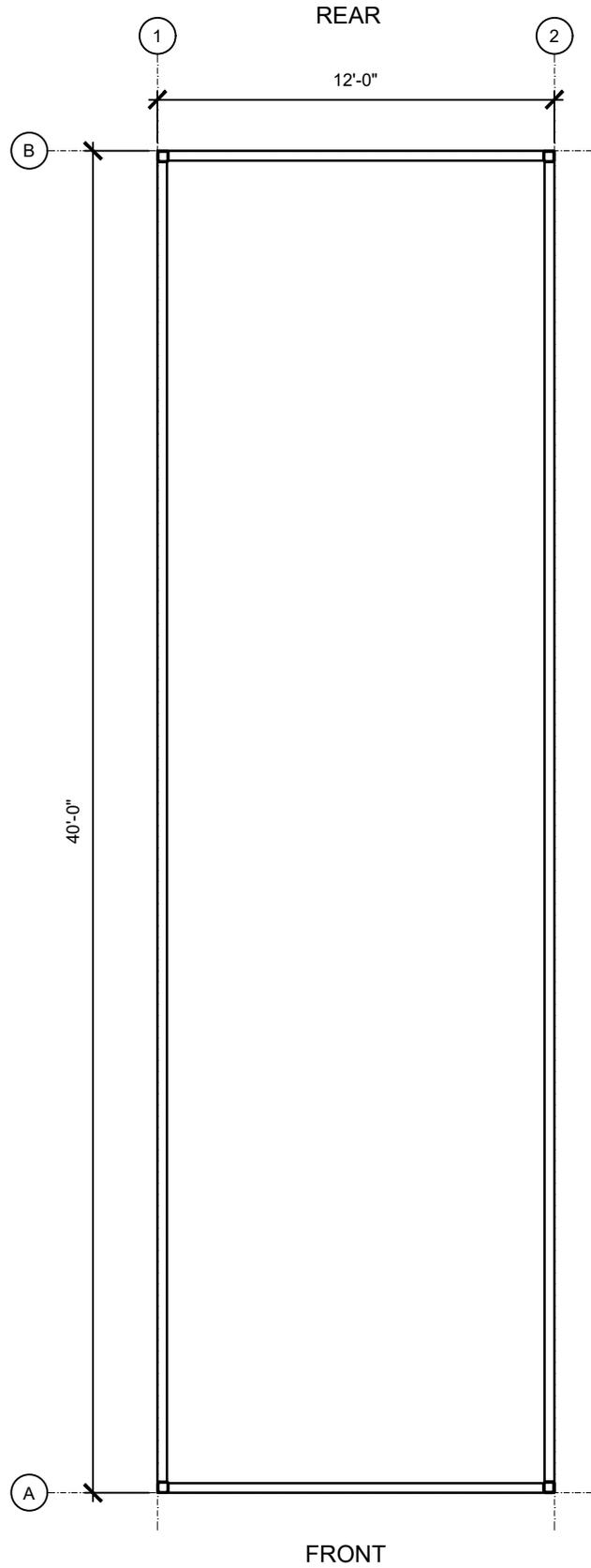


REAR EXTERIOR ELEVATION

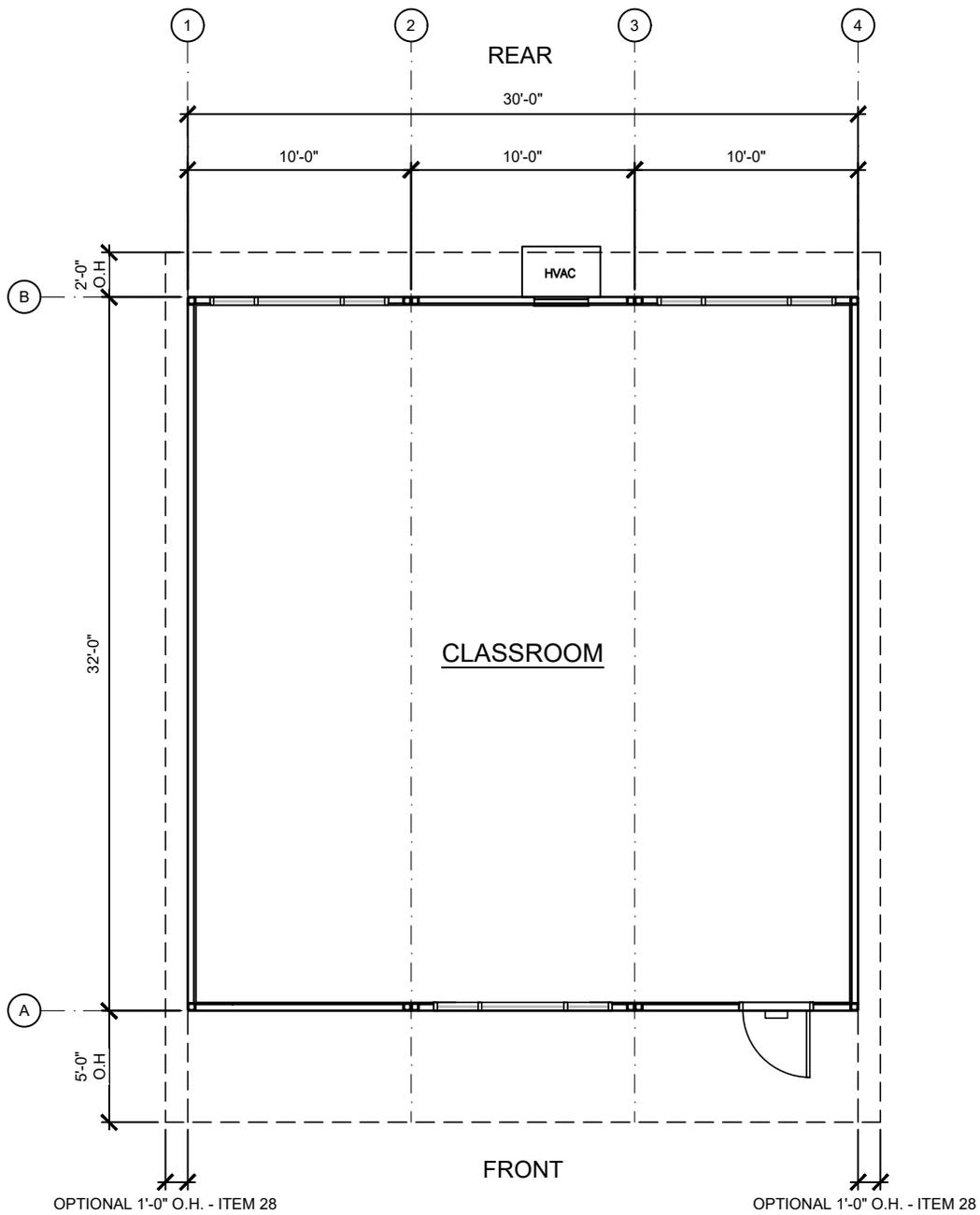


SIDE EXTERIOR ELEVATION

48'X40' CLASSROOM	ITEM I
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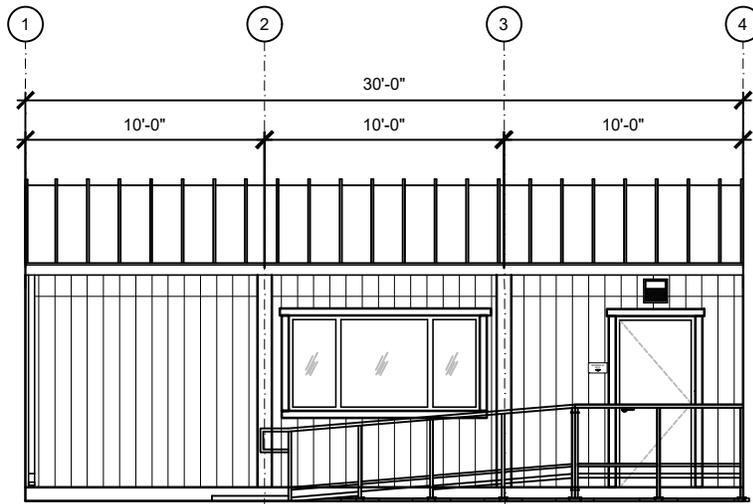
12' MODULE	Additional Section	ITEM J
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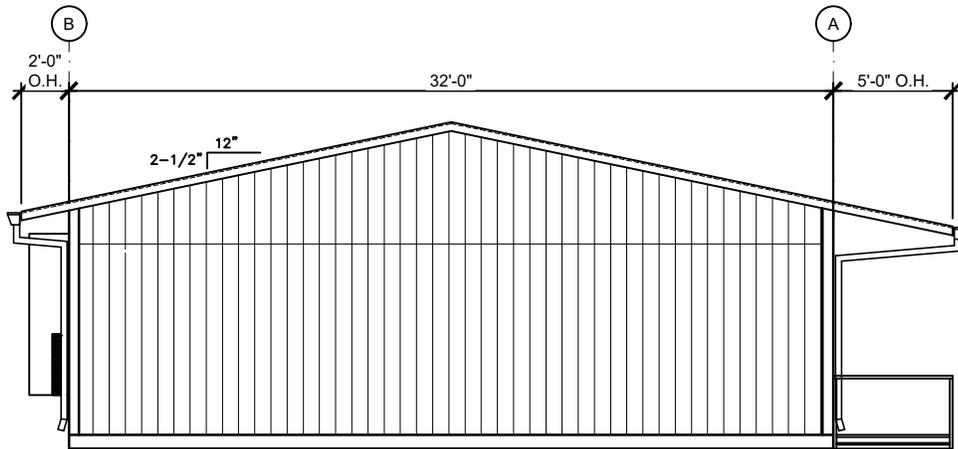
FLOOR PLAN

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

30'X32' CLASSROOM	ITEM K
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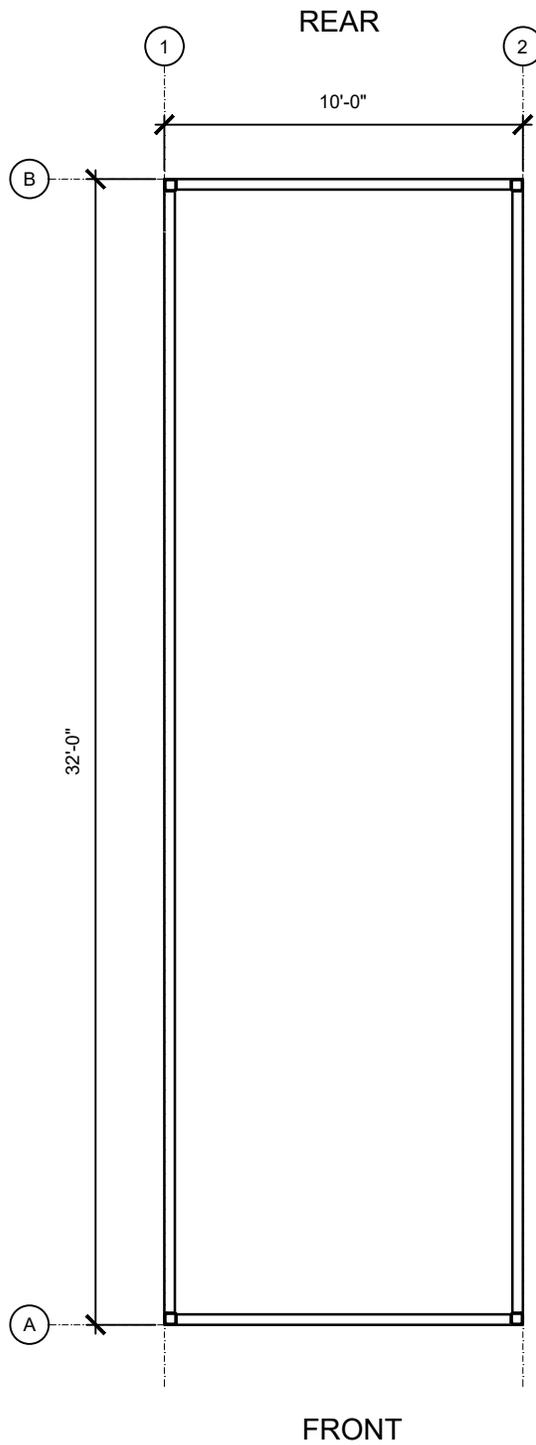


FRONT EXTERIOR ELEVATION



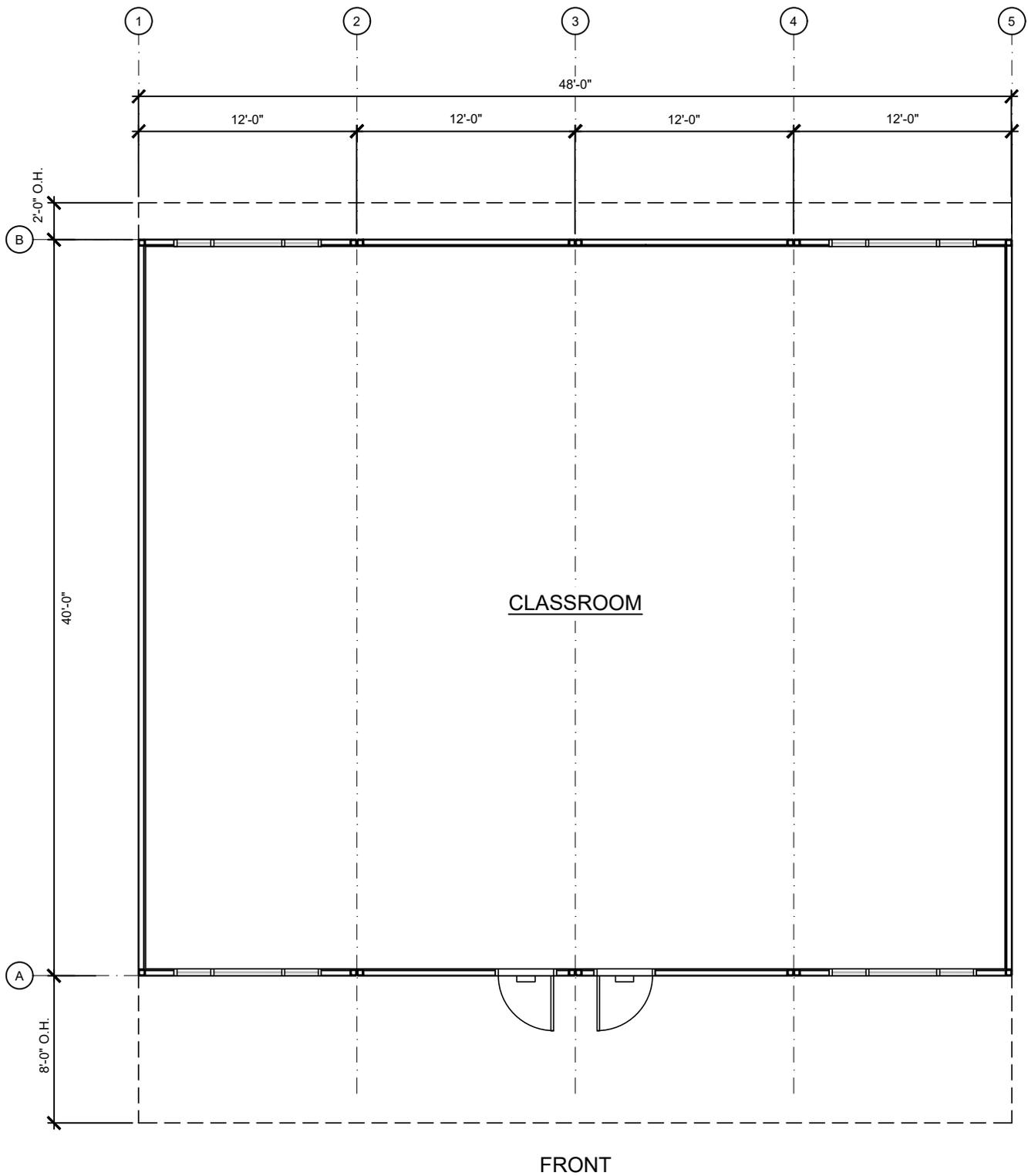
SIDE EXTERIOR ELEVATION

30'X32' CLASSROOM	ITEM K
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<p>10' MODULE Additional Section-Steep Pitch</p>	<p>ITEM L</p>
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REAR

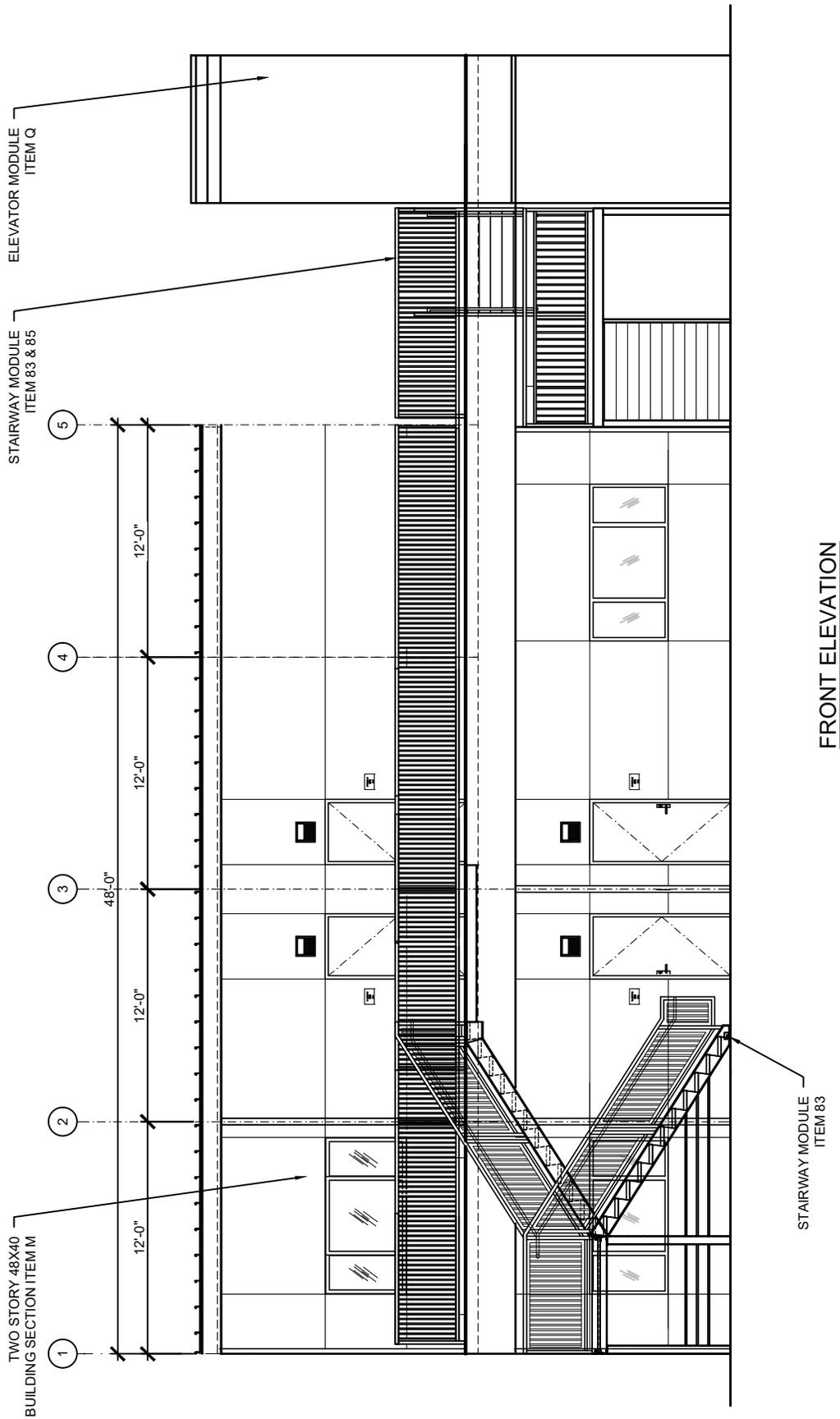


FLOOR PLAN

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

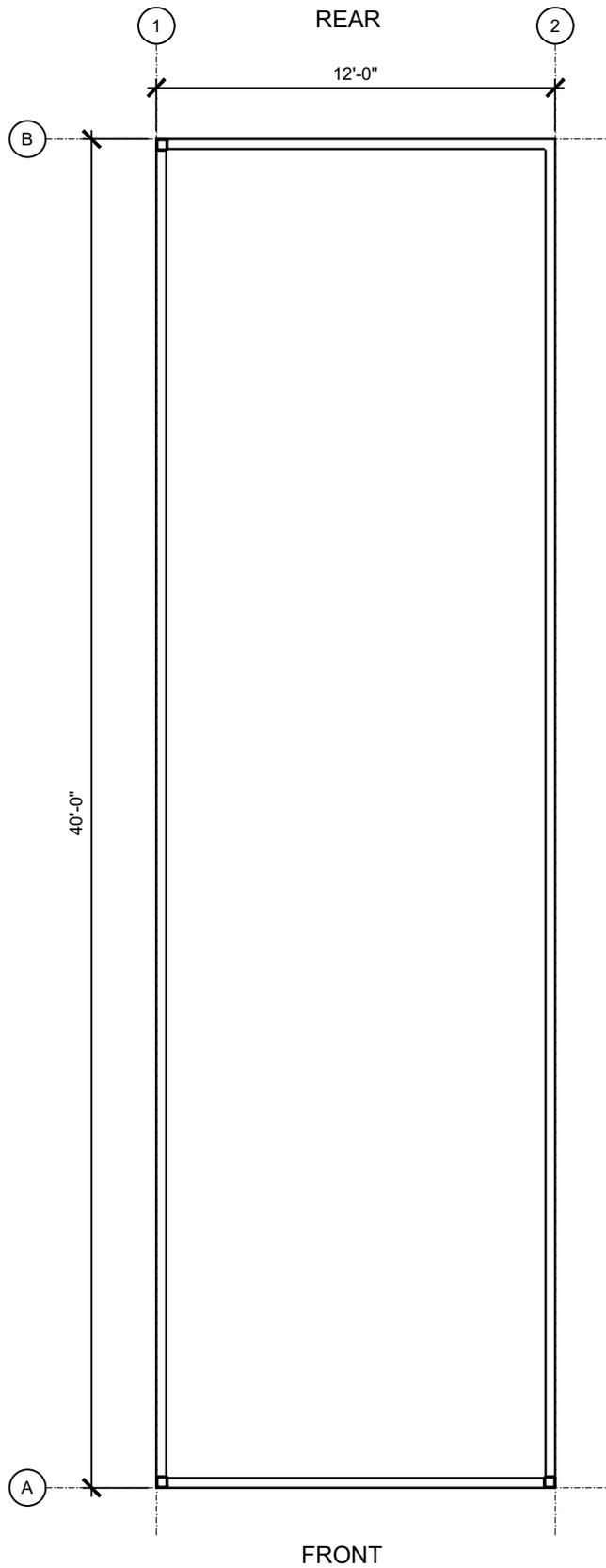
48'X40' CLASSROOM TWO STORY

ITEM M & Q

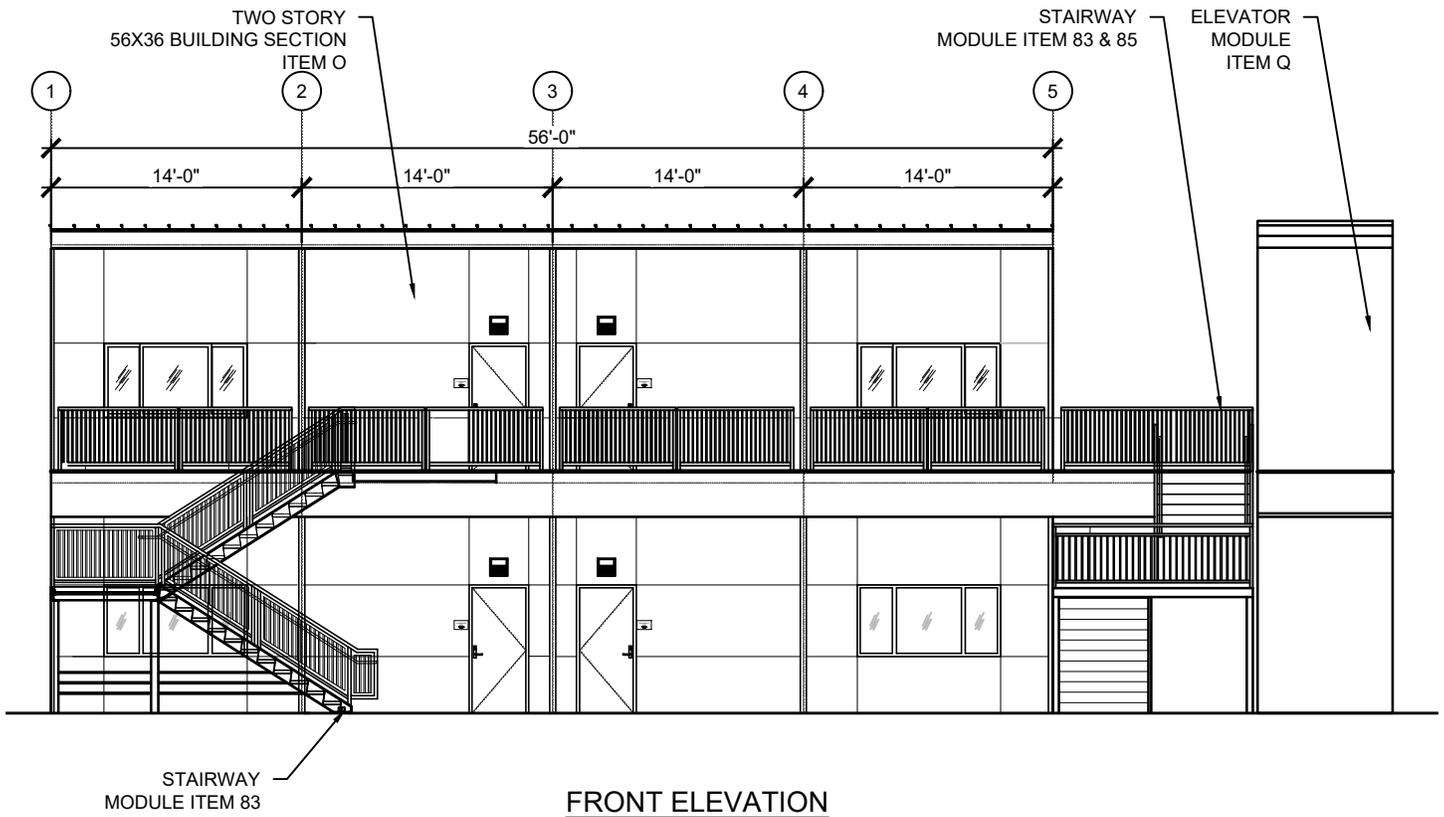


48'X40' CLASSROOM

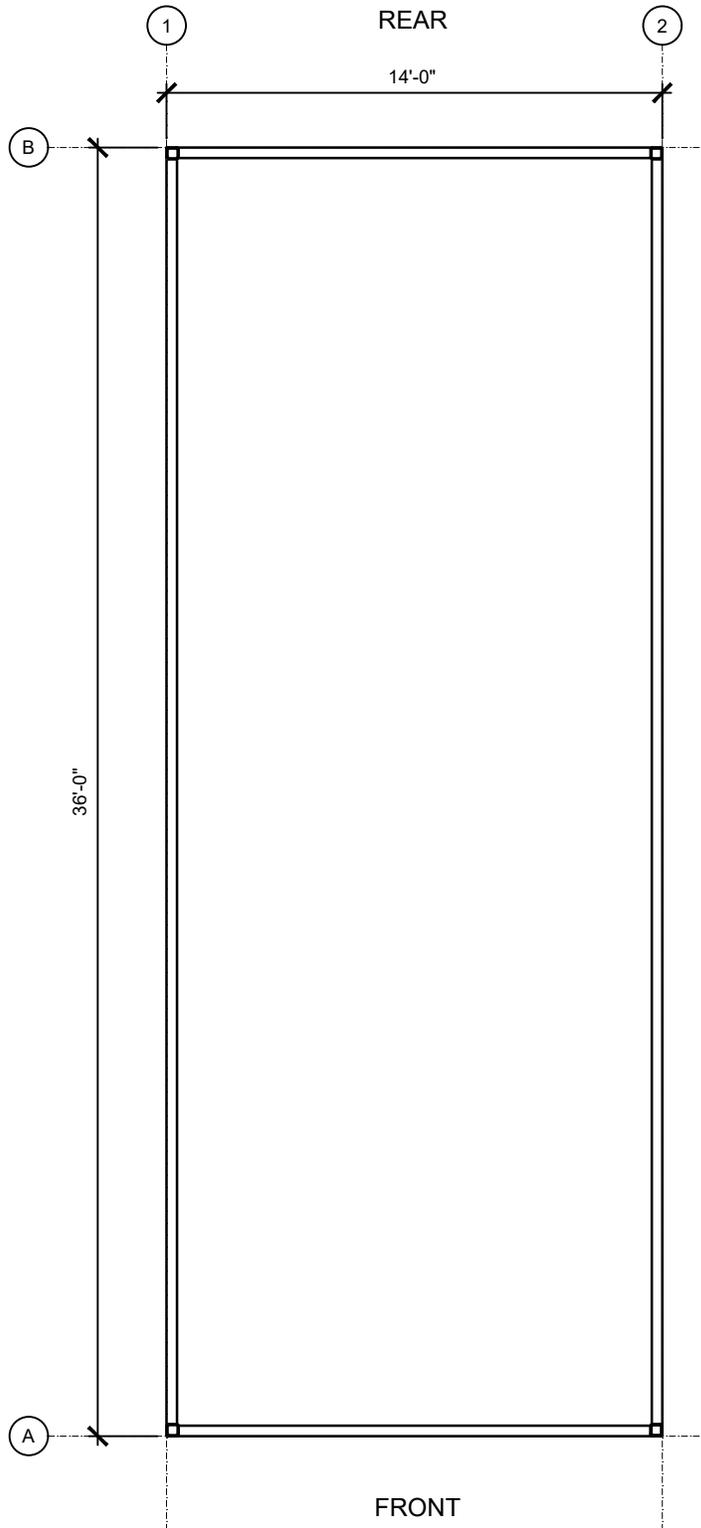
ITEM M & Q



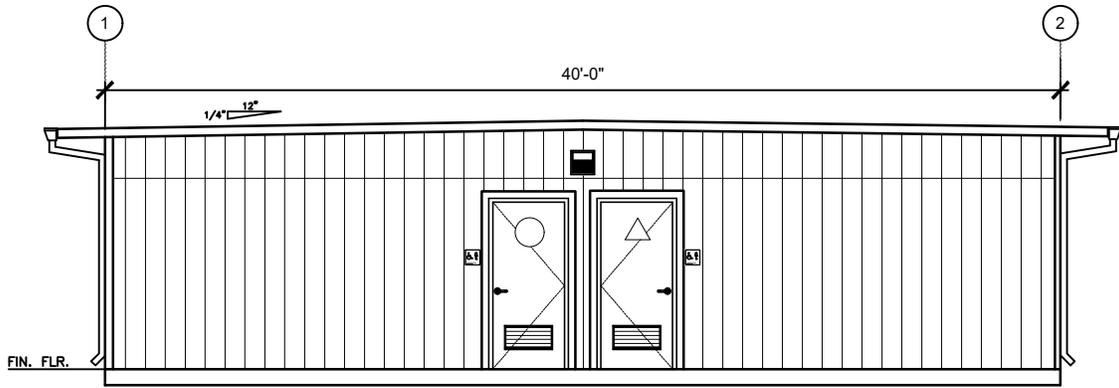
12'x40' MODULE	Two Story	ITEM N
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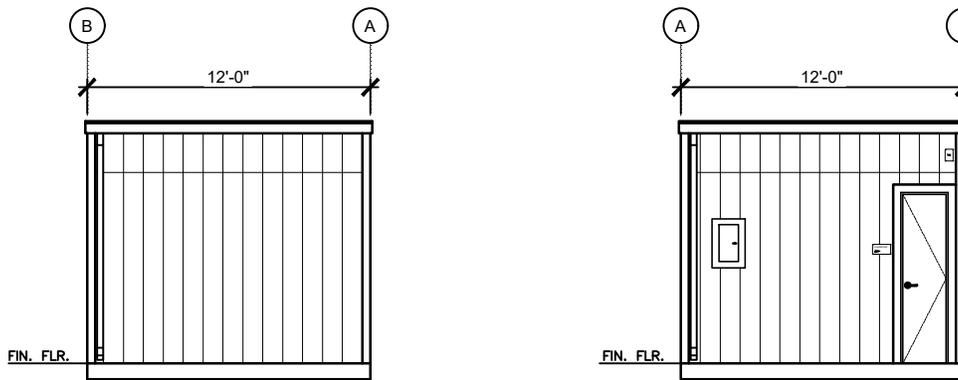
56 X 36 CLASSROOM TWO STORY	ITEM O and Q
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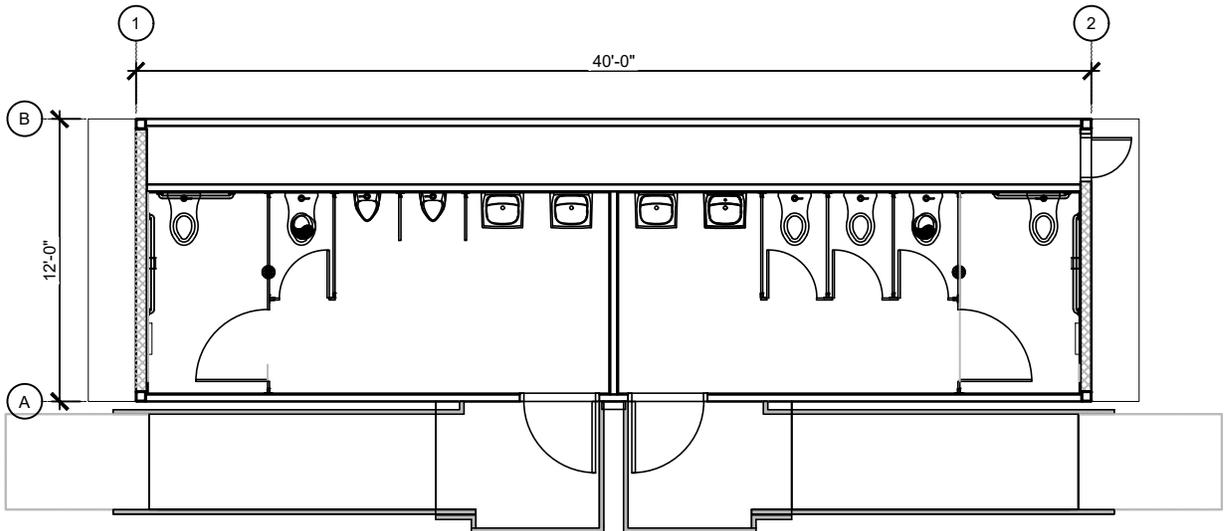
14'x36' MODULE	TWO STORY	ITEM P
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FRONT WALL ELEVATION

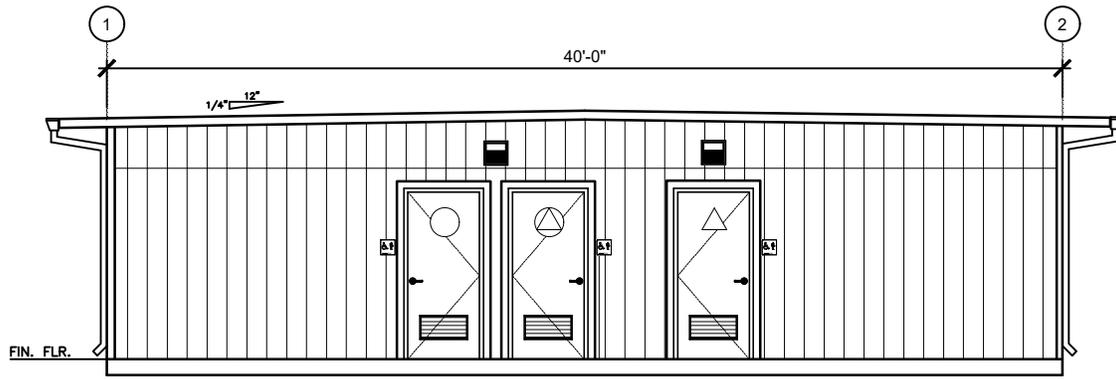


END WALL ELEVATIONS

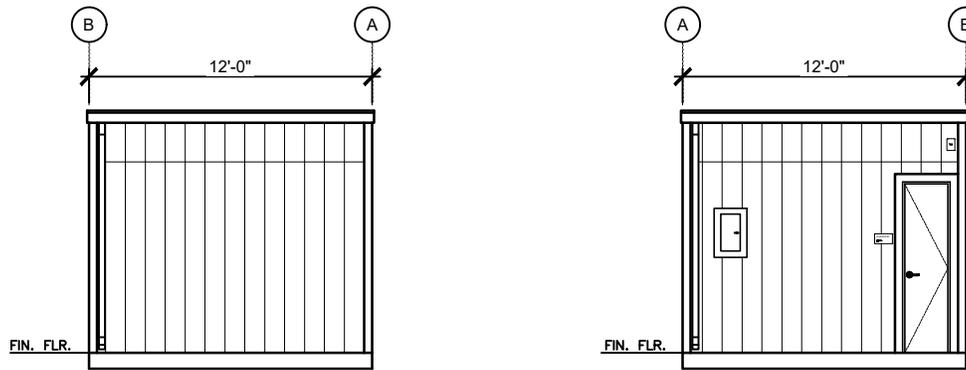


FLOOR PLAN

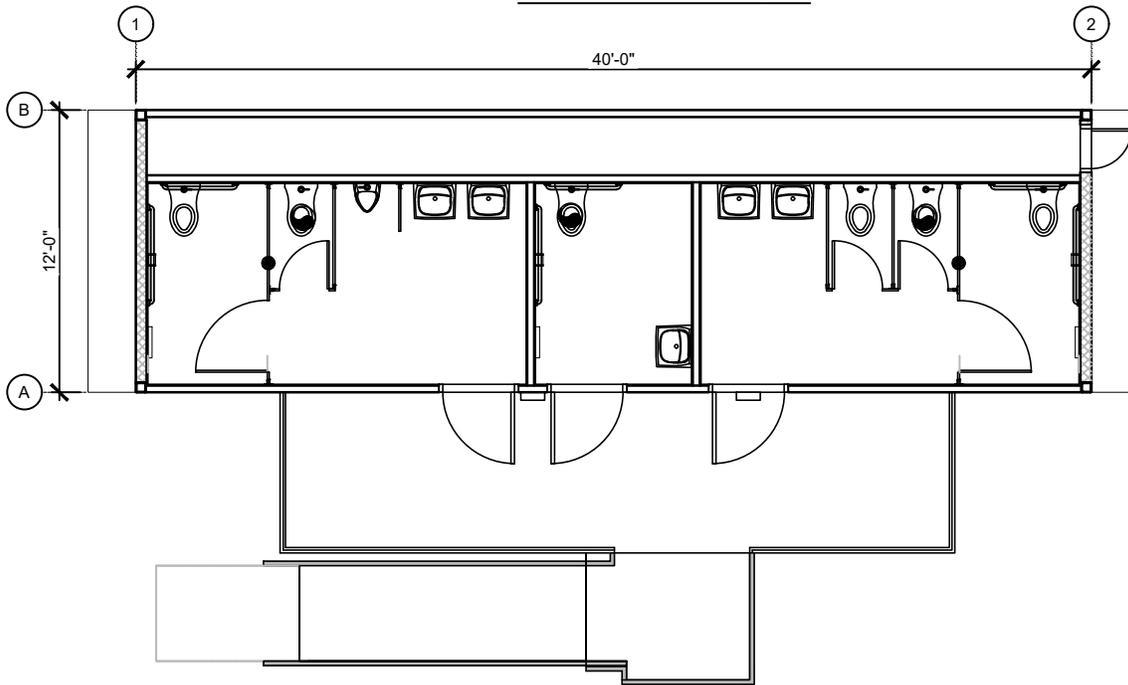
<p>12X40 BOY/GIRL RESTROOM A - BUILDING</p>	<p>ITEM R</p>
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FRONT WALL ELEVATION



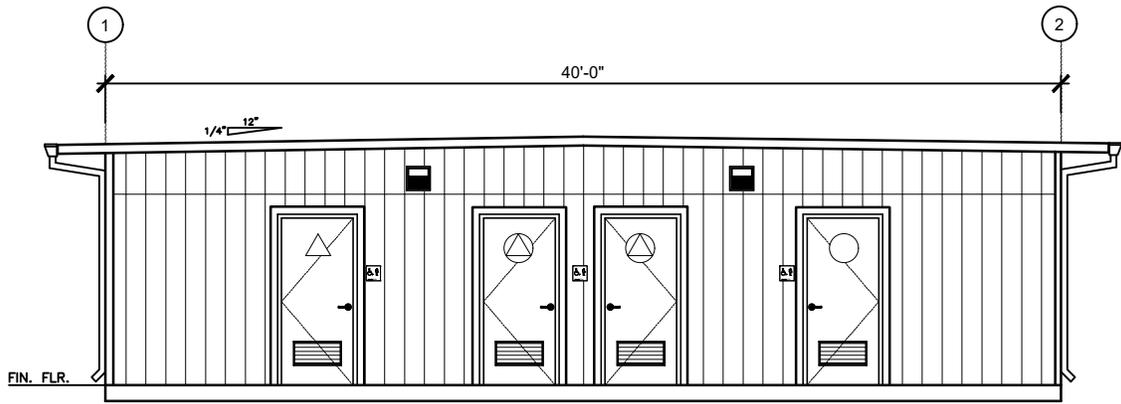
END WALL ELEVATIONS



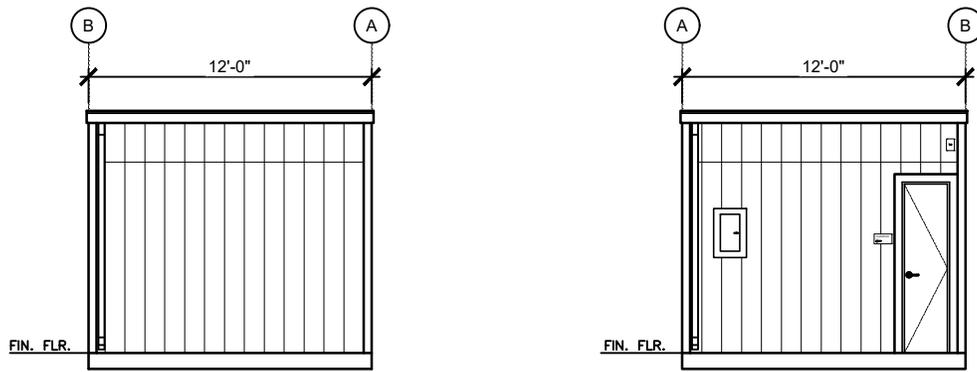
FLOOR PLAN

12X40 BOY/STAFF/GIRLS
RESTROOM - B - BUILDING

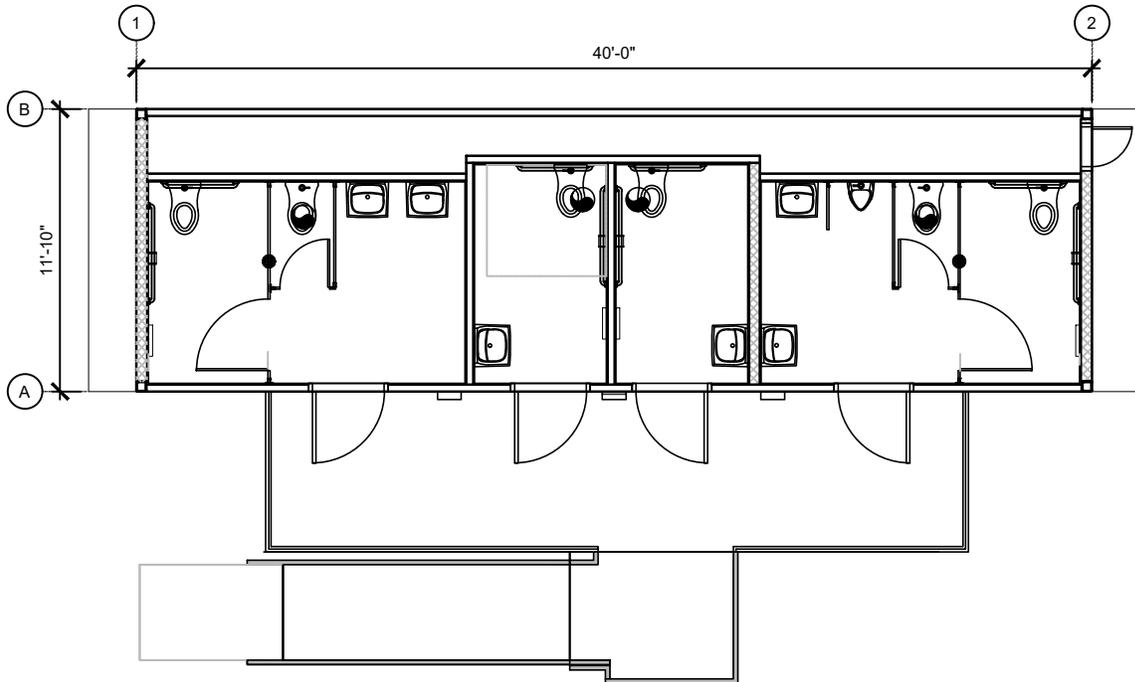
ITEM S



FRONT WALL ELEVATION



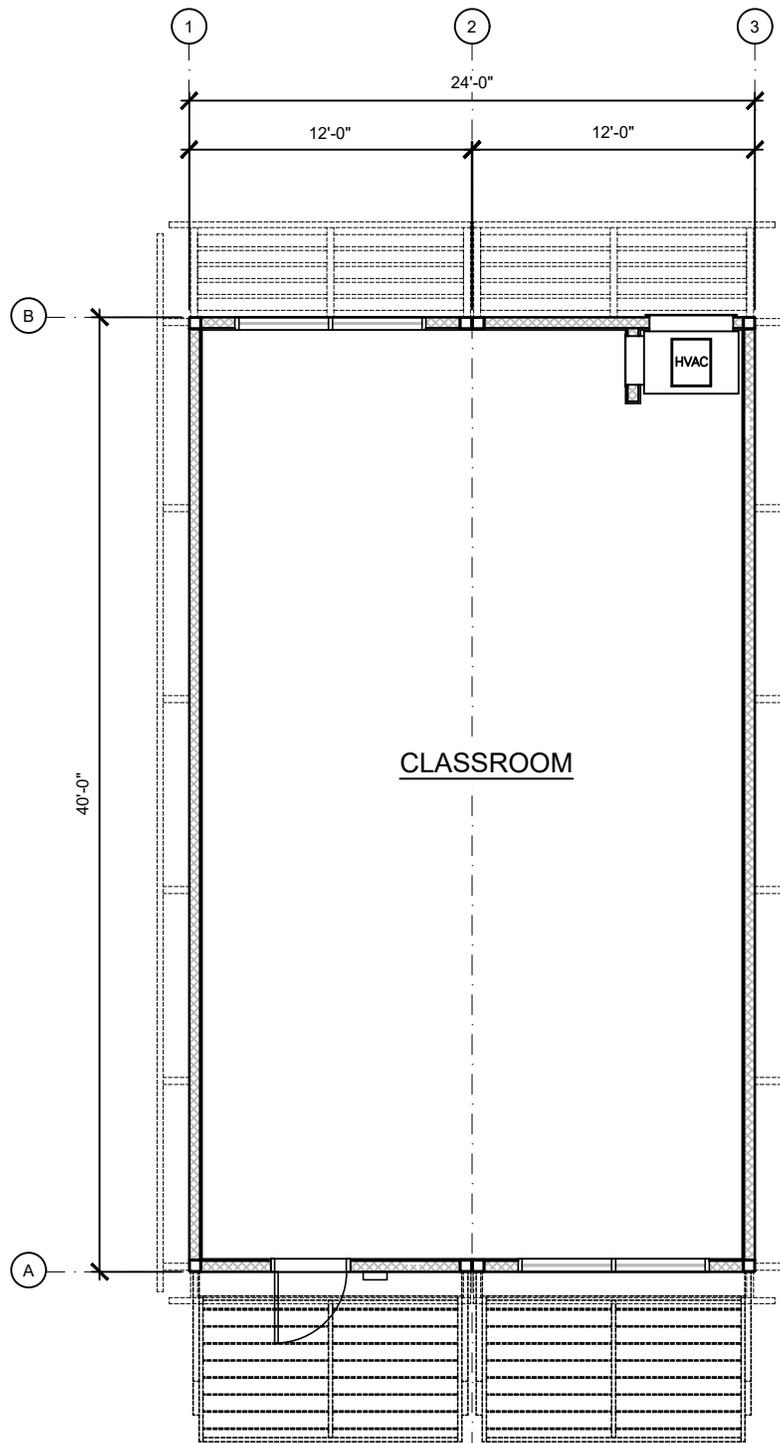
END WALL ELEVATIONS



FLOOR PLAN

12'X40' BOYS/STAFF/STAFF/GIRLS
RESTROOM - C - BUILDING

ITEM T

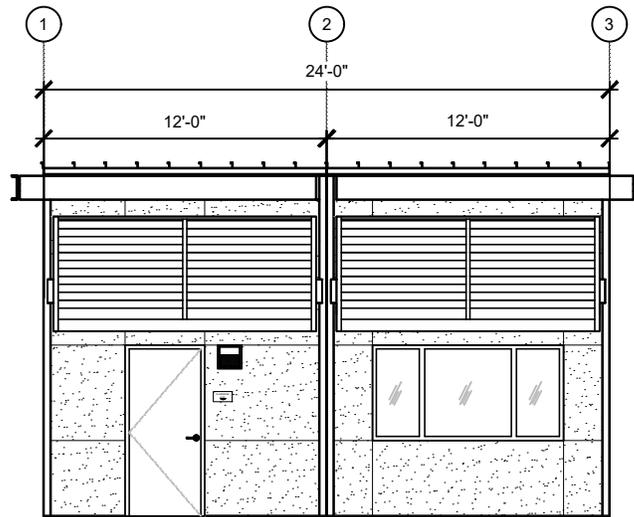


FRONT

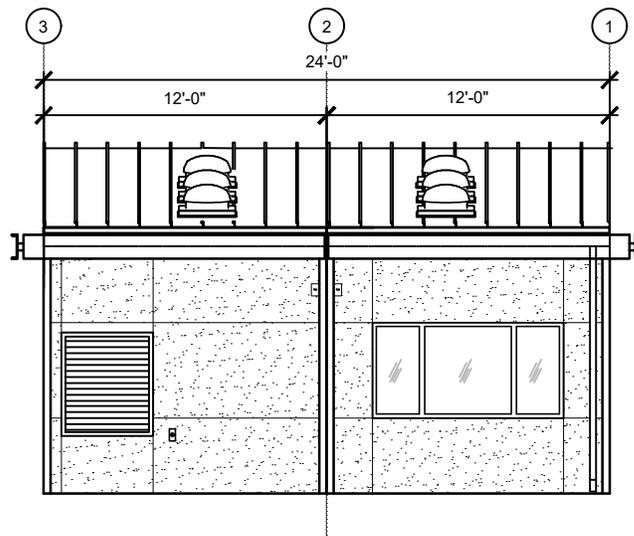
FLOOR PLAN

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

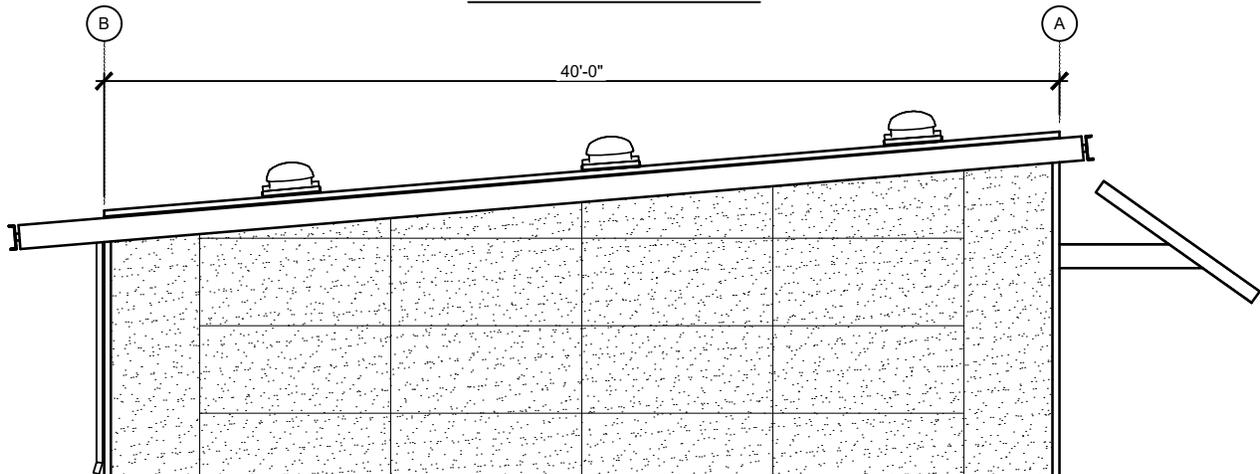
24'X40' CLASSROOM	ITEM A-HP
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FRONT WALL ELEVATION

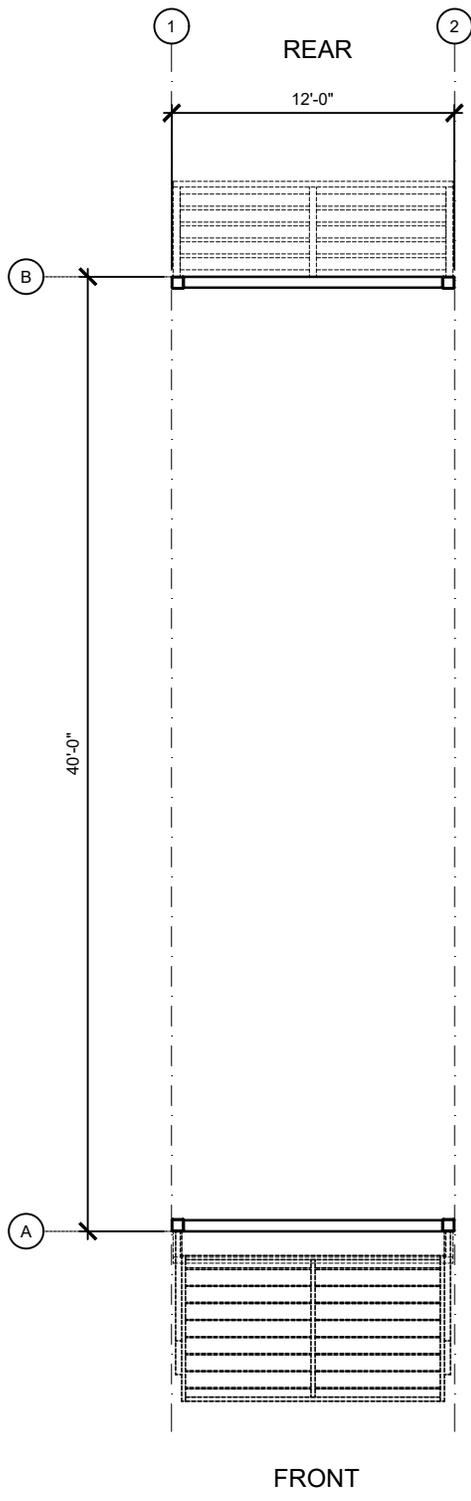


END WALL ELEVATIONS

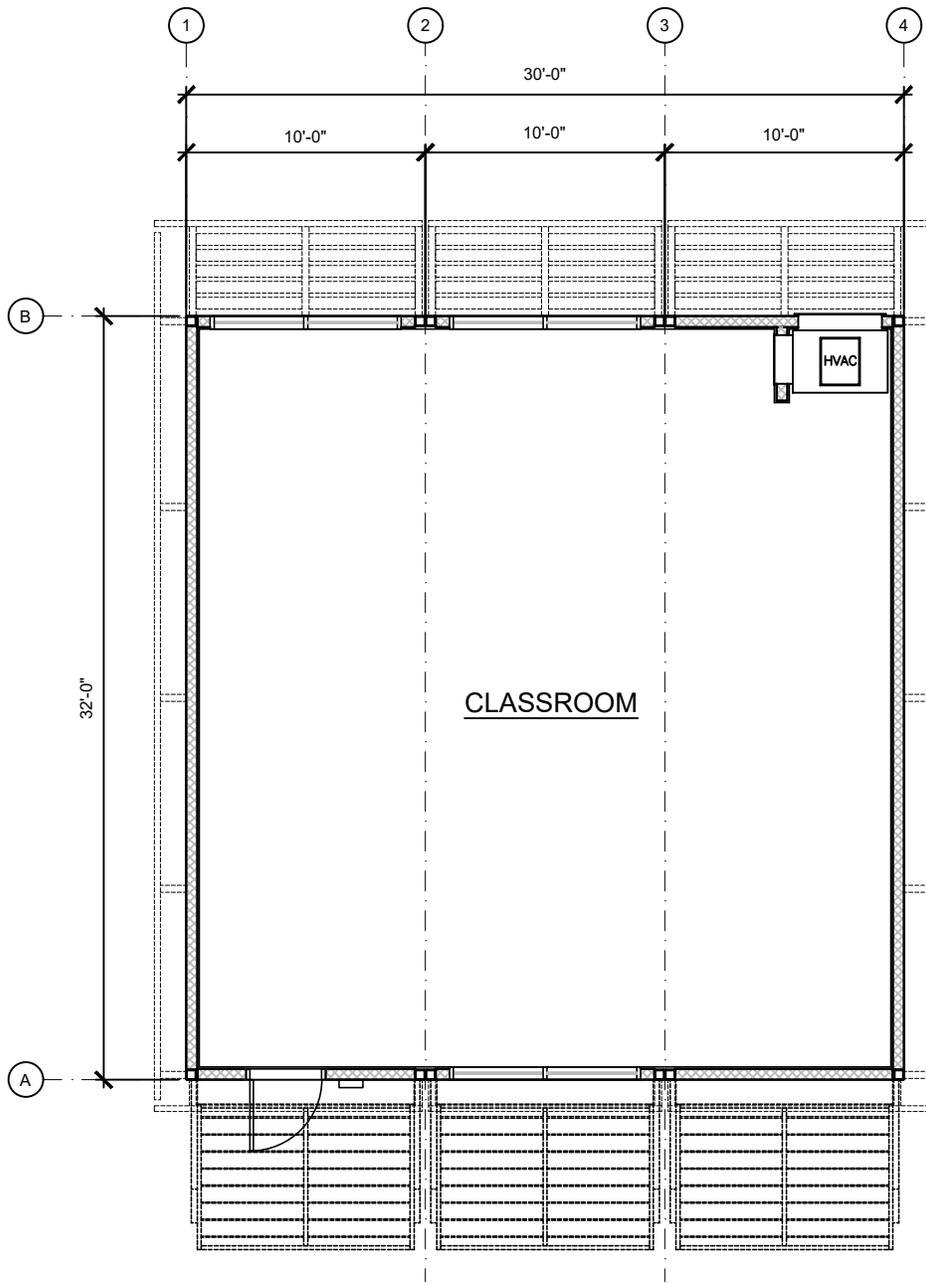


SIDE WALL ELEVATIONS

24'X40' CLASSROOM	ITEM A-HP
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<p>12'X40' ADDITIONAL SECTION</p>	<p>ITEM B-HP</p>
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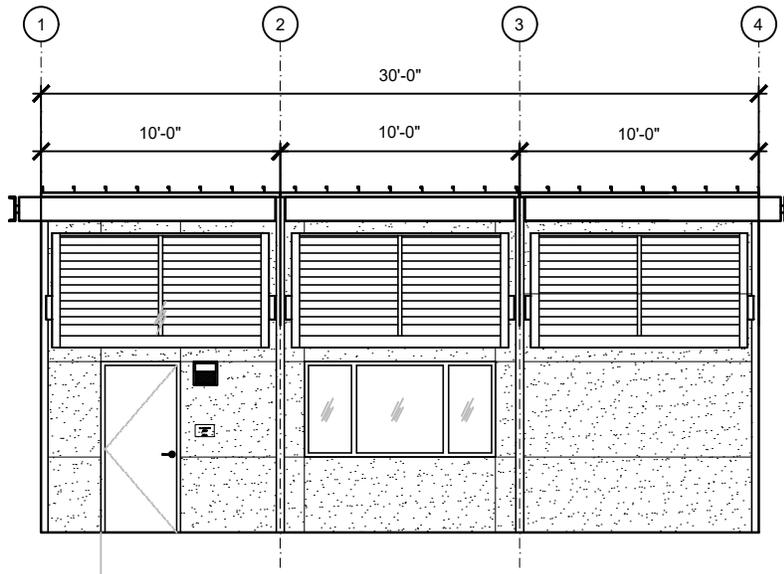
FLOOR PLAN

FLOOR PLAN

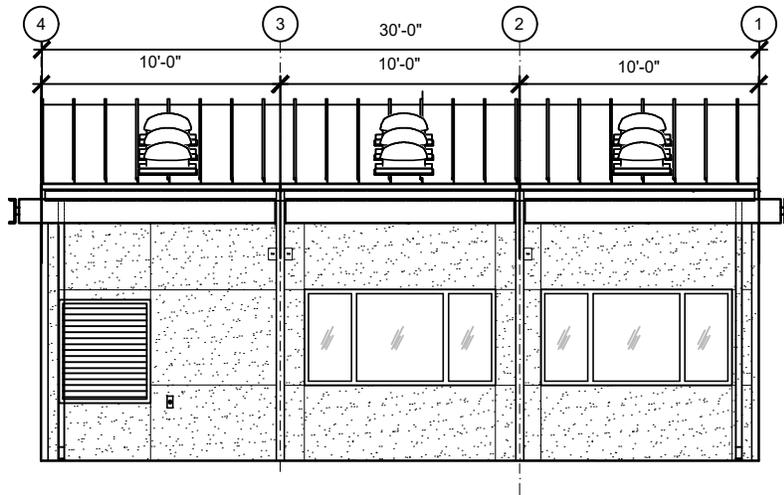
AVAILABLE AS SHOWN - LEFT HAND
OR OPPOSITE HAND - RIGHT HAND

30'X32' CLASSROOM

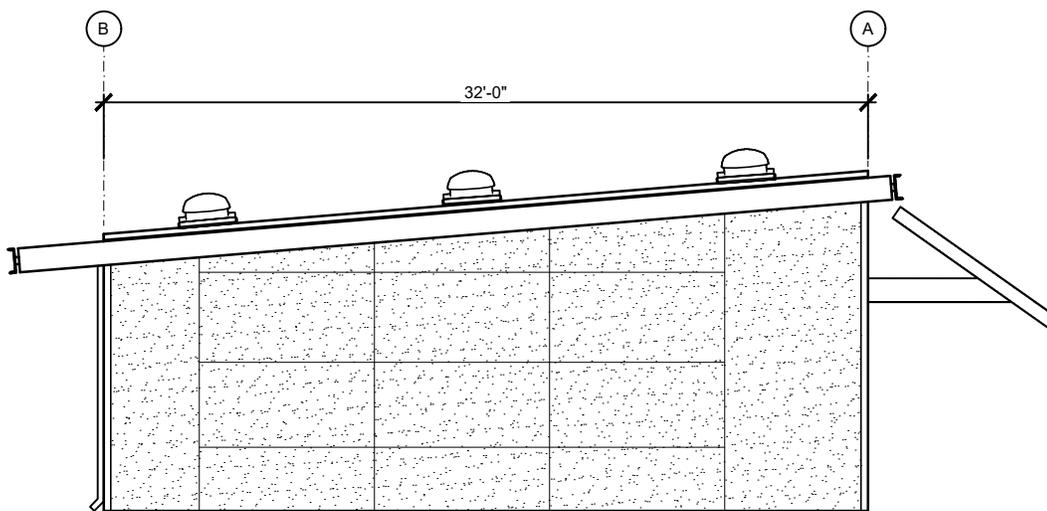
ITEM C-HP



FRONT WALL ELEVATION

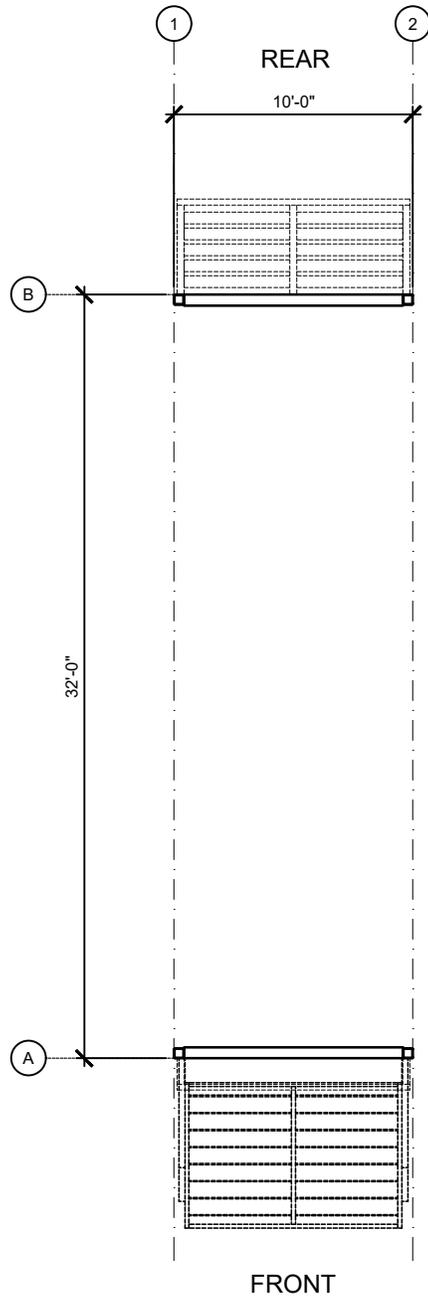


END WALL ELEVATIONS

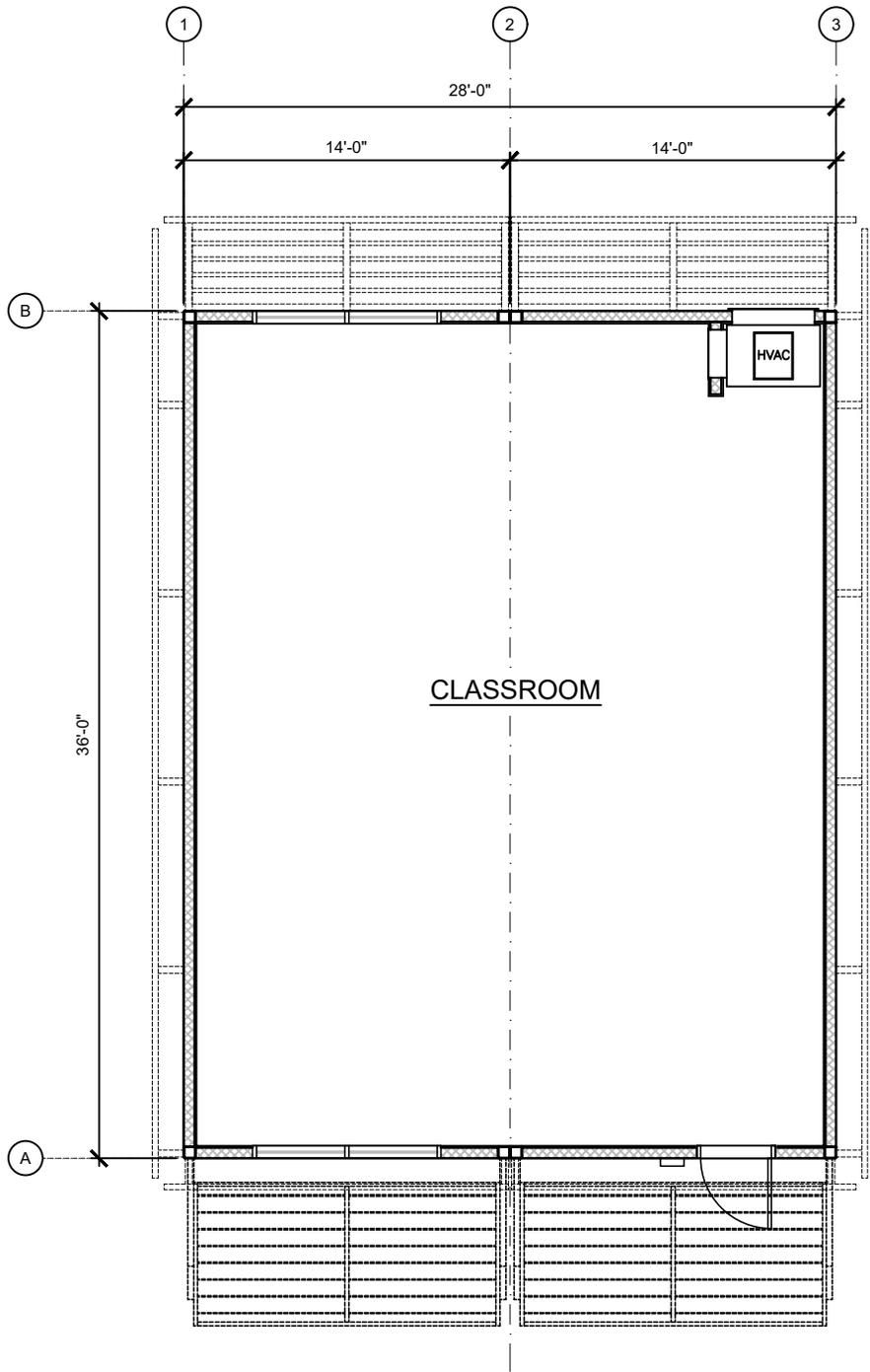


SIDE WALL ELEVATIONS

30'X32' CLASSROOM	ITEM C-HP
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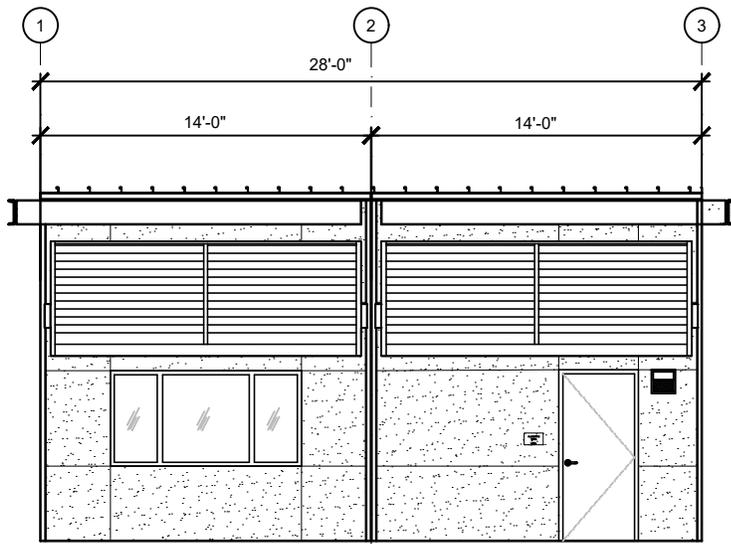


<p>10'X32' ADDITIONAL SECTION</p>	<p>ITEM D-HP</p>
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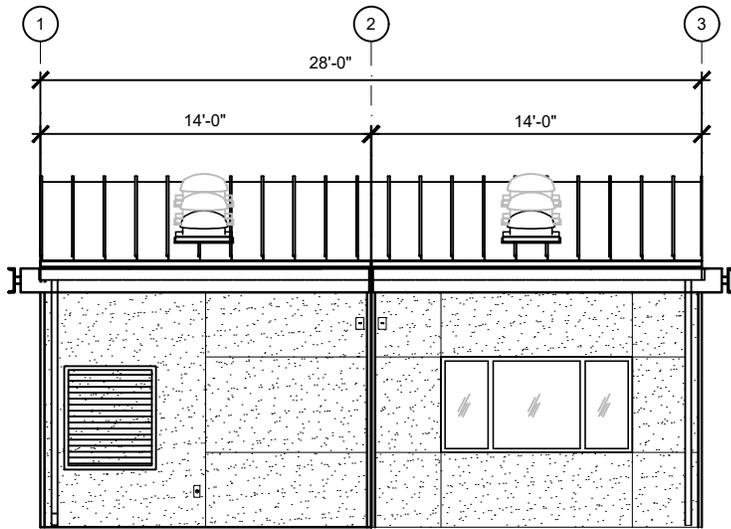


FLOOR PLAN

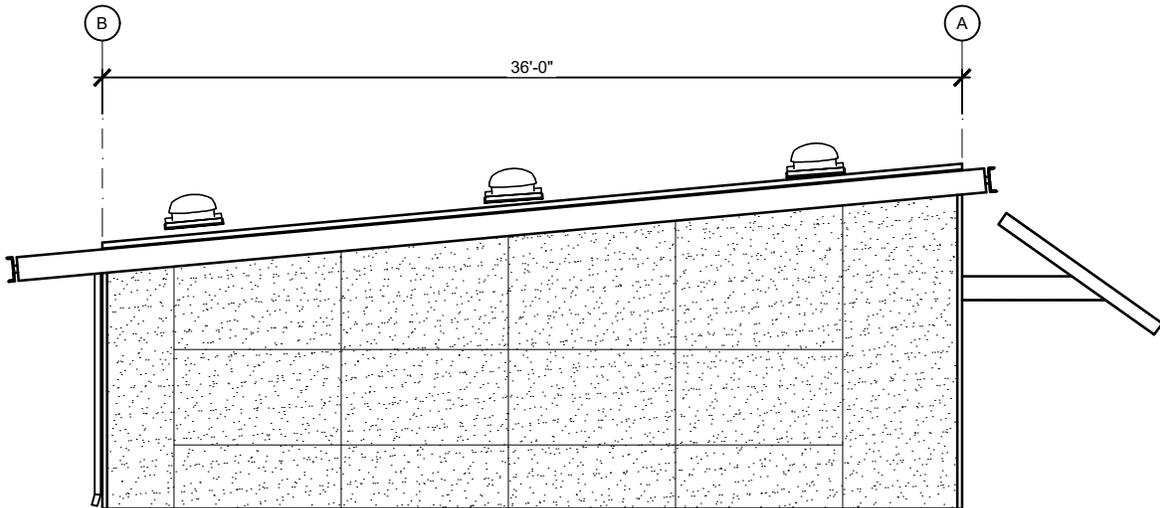
28'X36' CLASSROOM	ITEM E-HP
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FRONT WALL ELEVATION

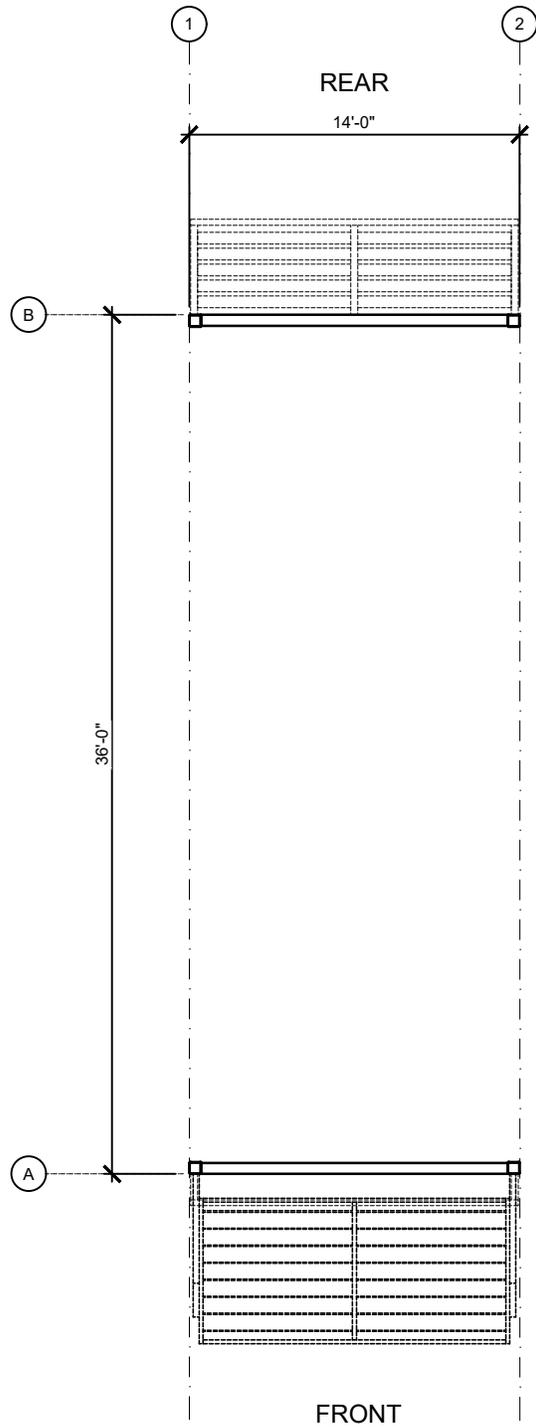


END WALL ELEVATIONS

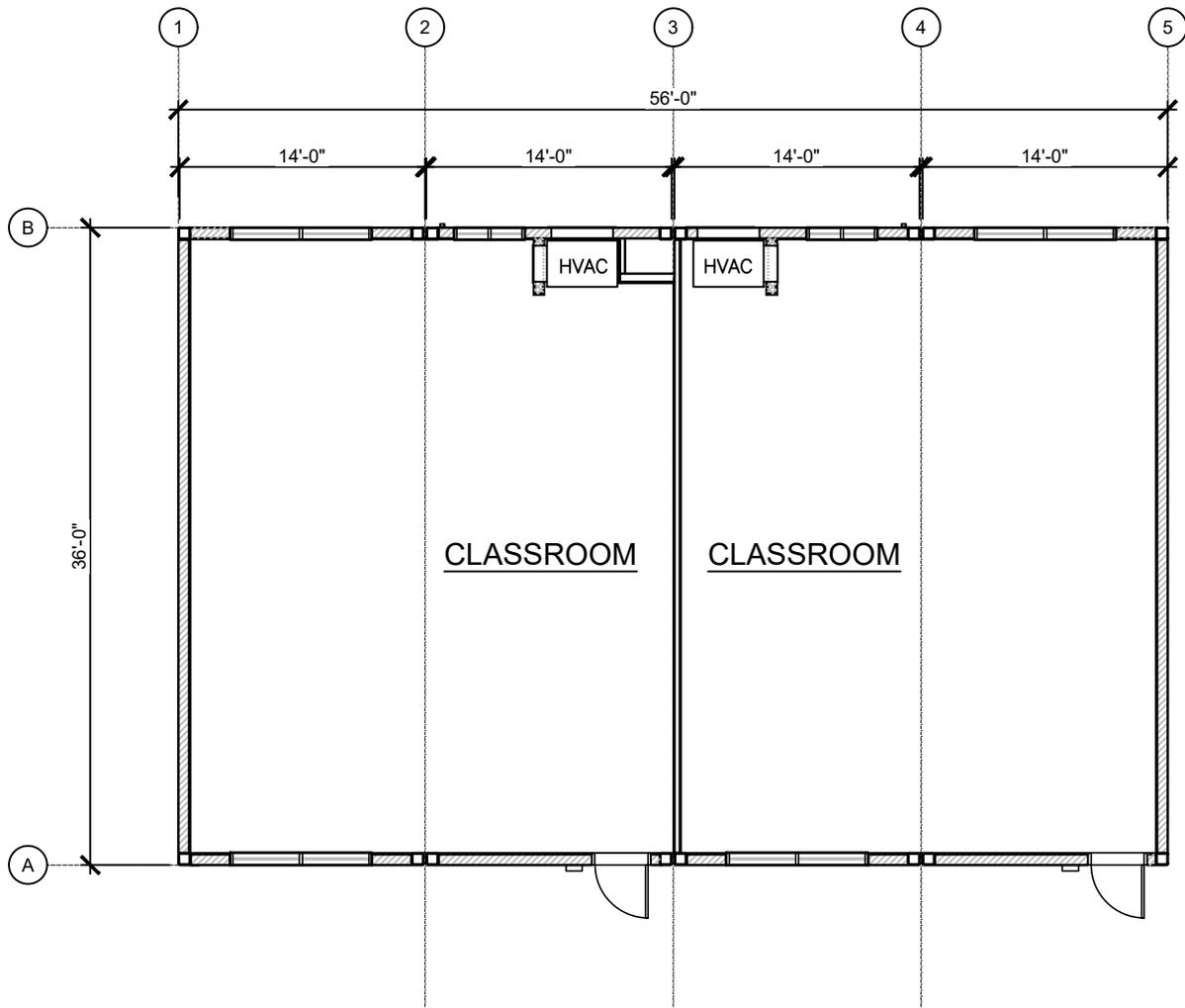


28'X36' CLASSROOM

ITEM E-HP



<p>28'X36' ADDITIONAL SECTION</p>	<p>ITEM F-HP</p>
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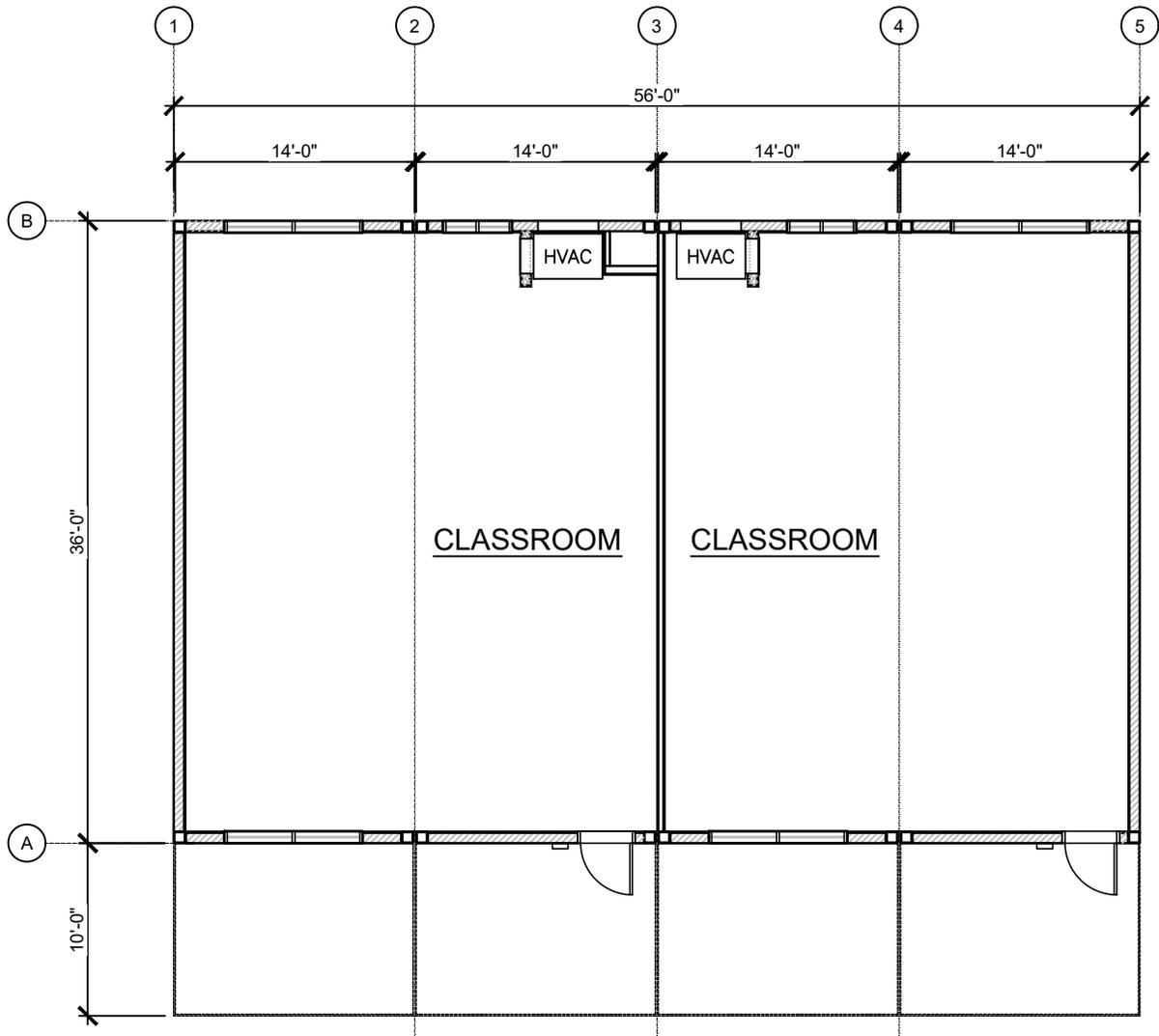


FIRST FLOOR PLAN VIEW

FLOOR PLAN

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

56'X36' TWO STORY - FIRST FLOOR	ITEM G-HP
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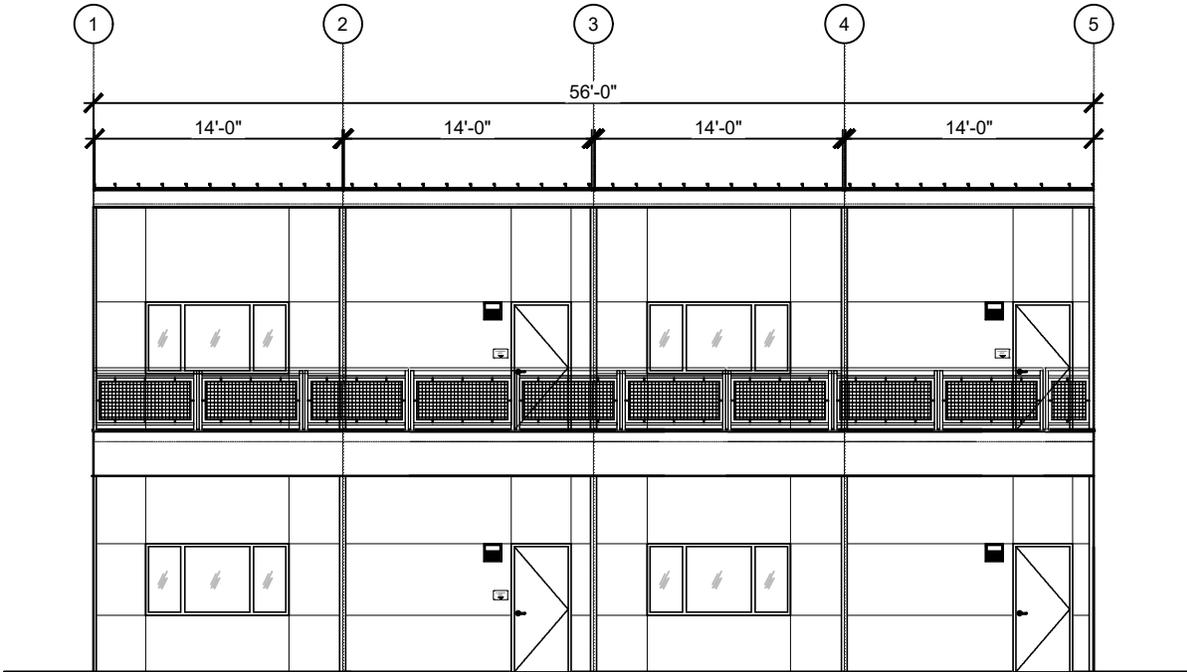


SECOND FLOOR PLAN VIEW

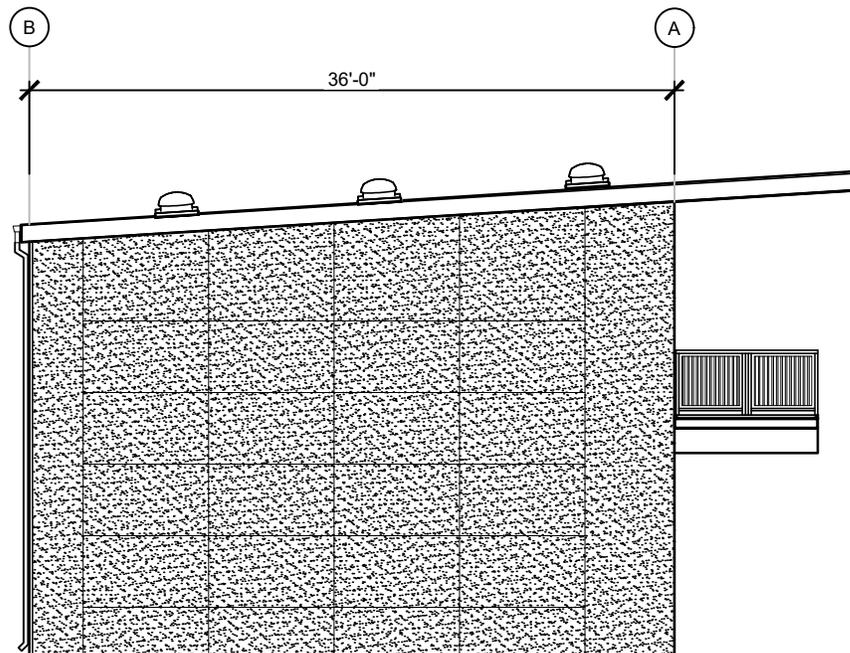
FLOOR PLAN

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

56'X36' TWO STORY - 2ND FLOOR	ITEM G-HP
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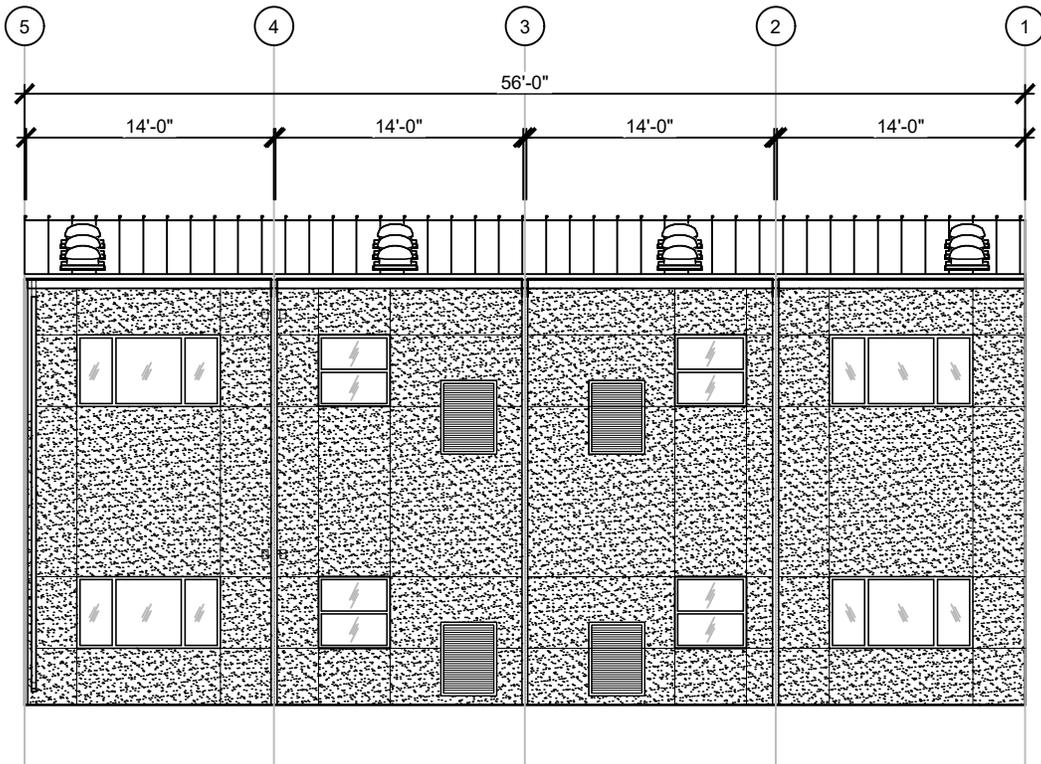


FRONT ELEVATION



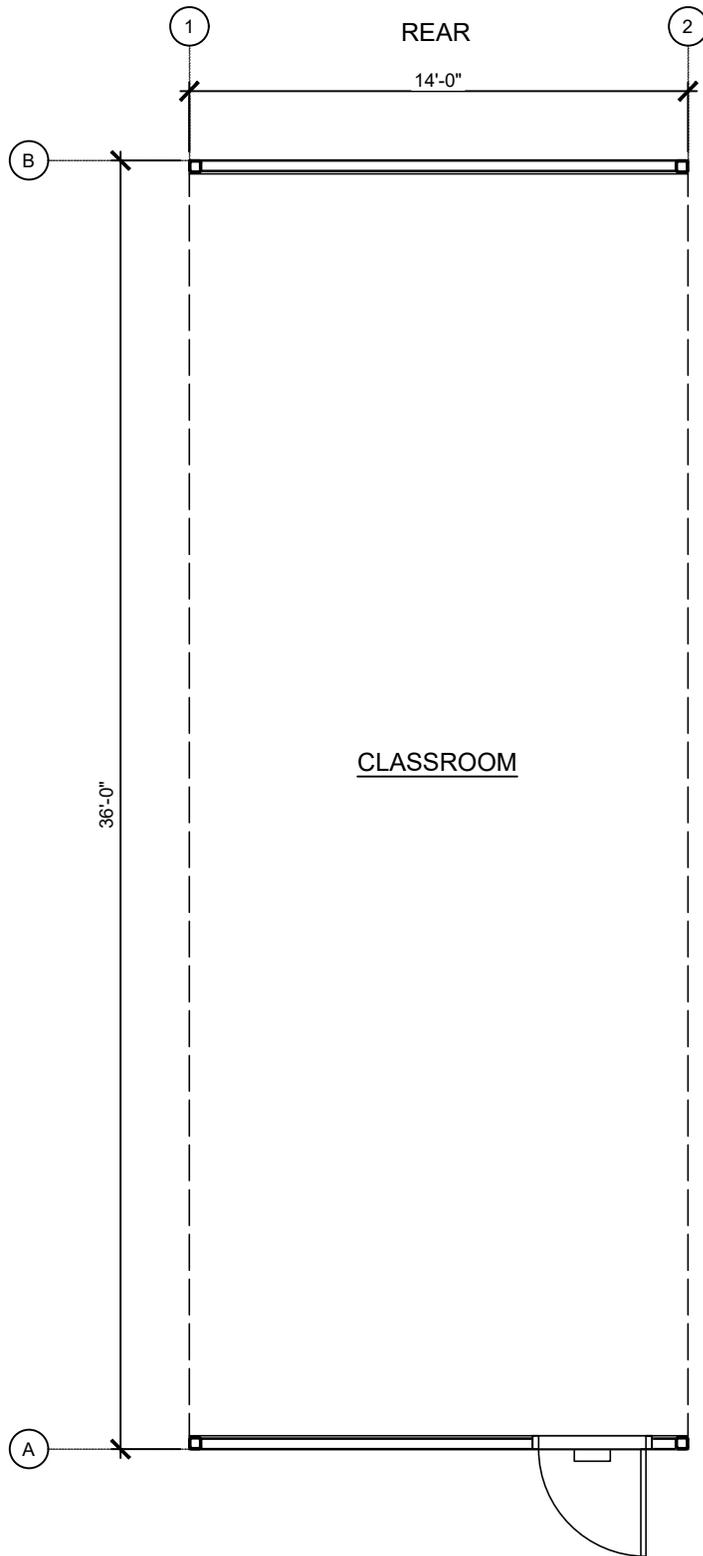
SIDE ELEVATION

56' X 36' TWO STORY - ELEVATIONS	ITEM G-HP
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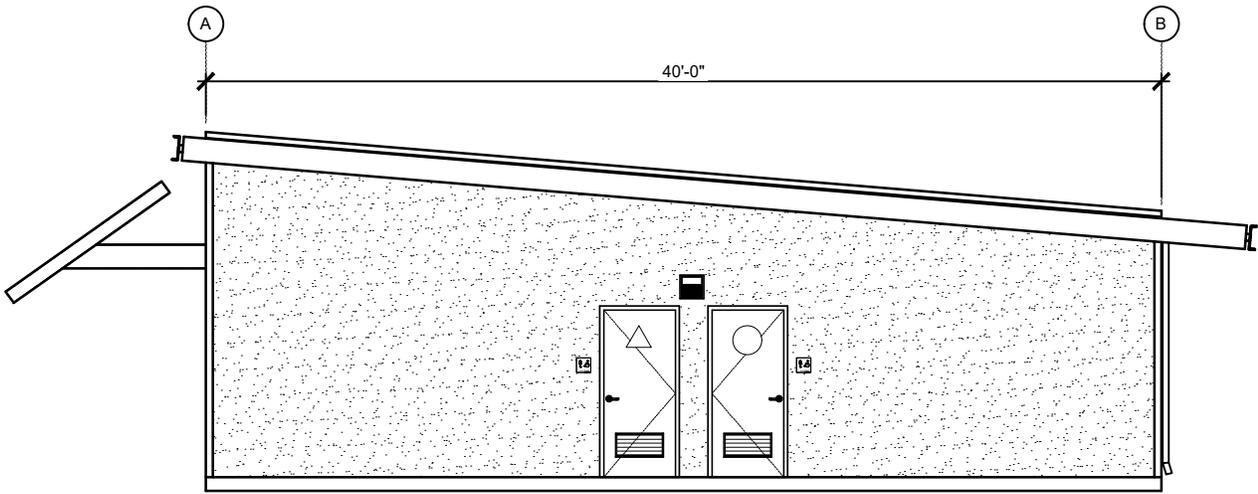
56'X36' TWO STORY - ELEVATION

ITEM G-HP

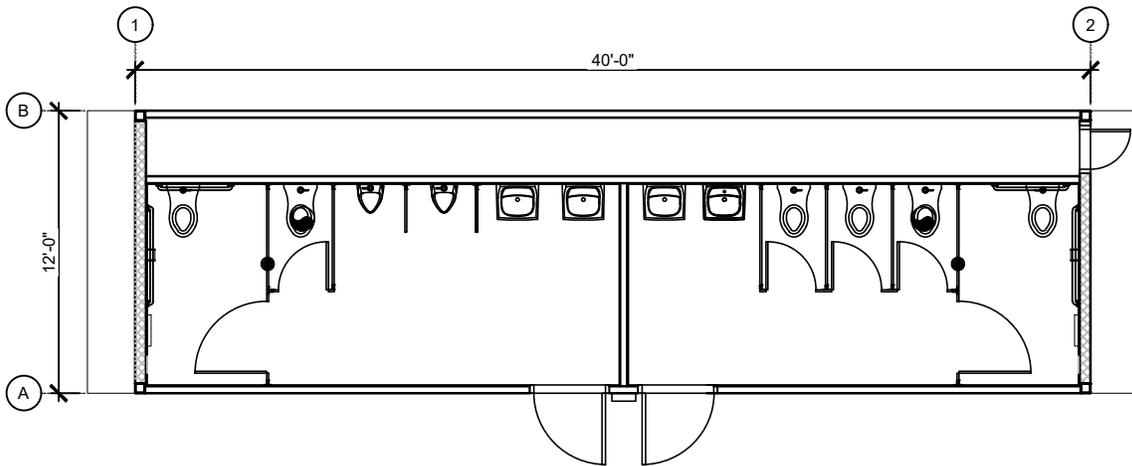


1ST & 2ND FLOOR PLAN VIEW

<p>14'x36' TWO STORY PLAN VIEW</p>	<p>ITEM H-HP</p>
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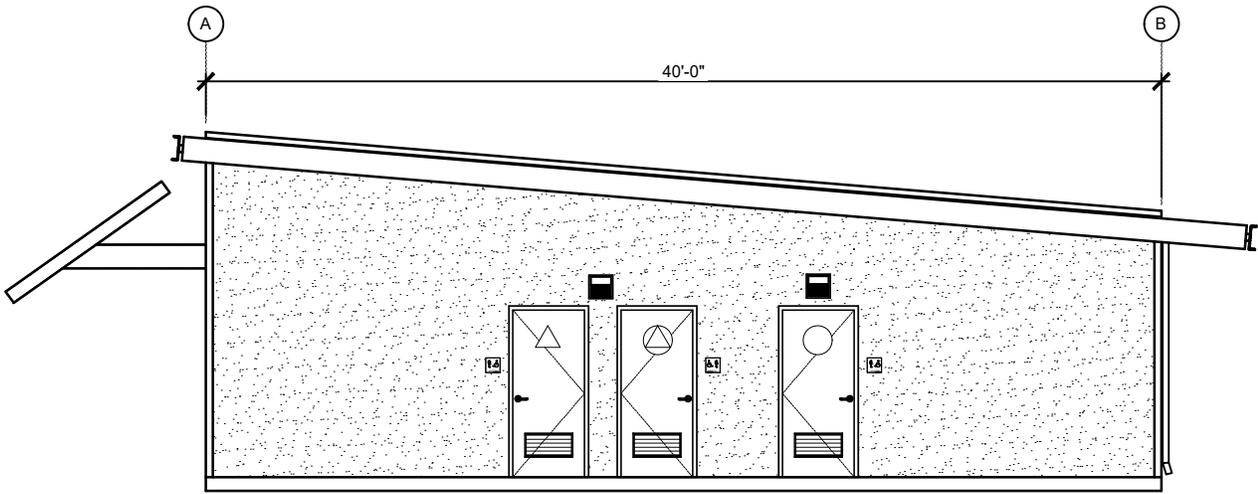


ELEVATION VIEW

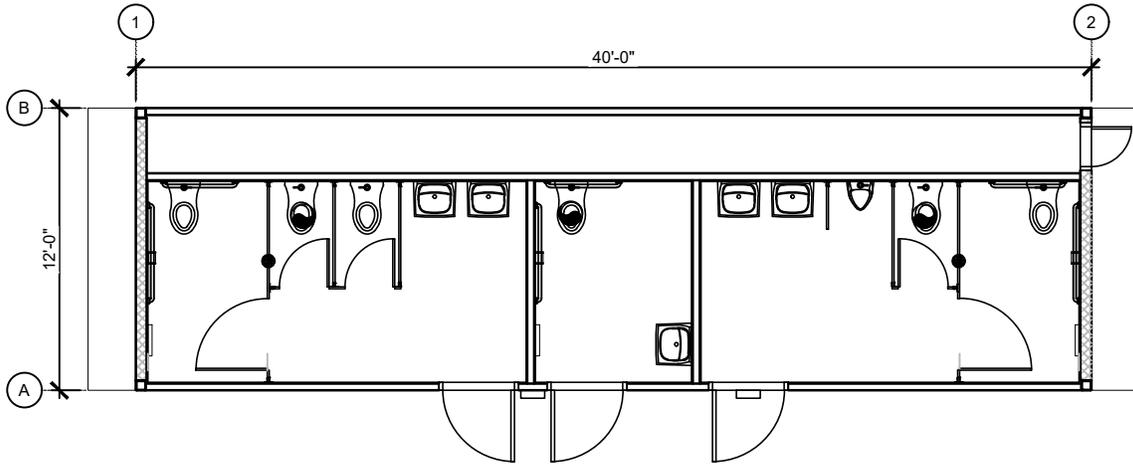


FLOOR PLAN

<p>HIGH PERFORMANCE 12X40 BOY & GIRLS RESTROOM - A</p>	<p>ITEM I-HP</p>
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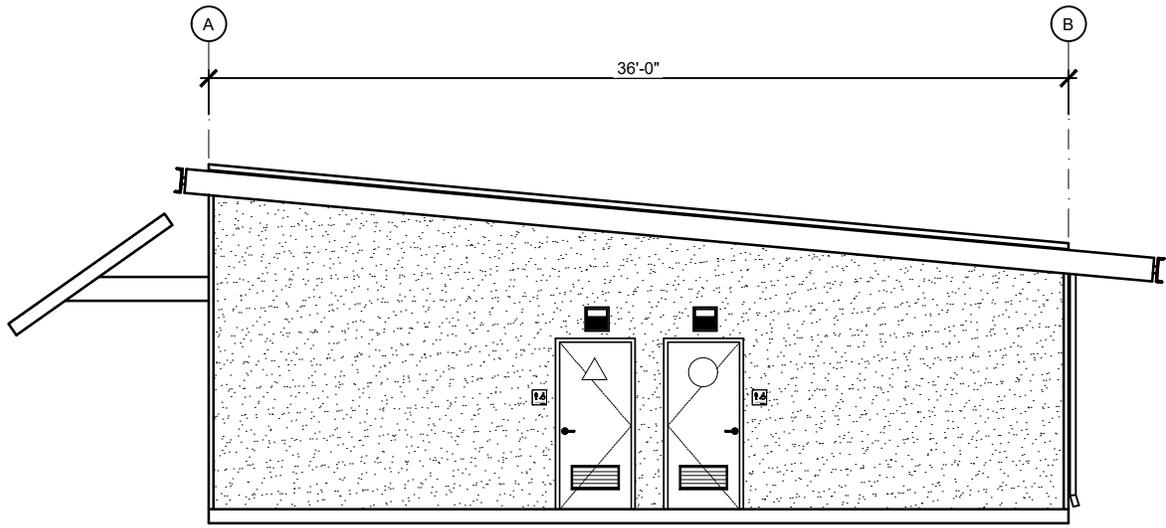


ELEVATION VIEW

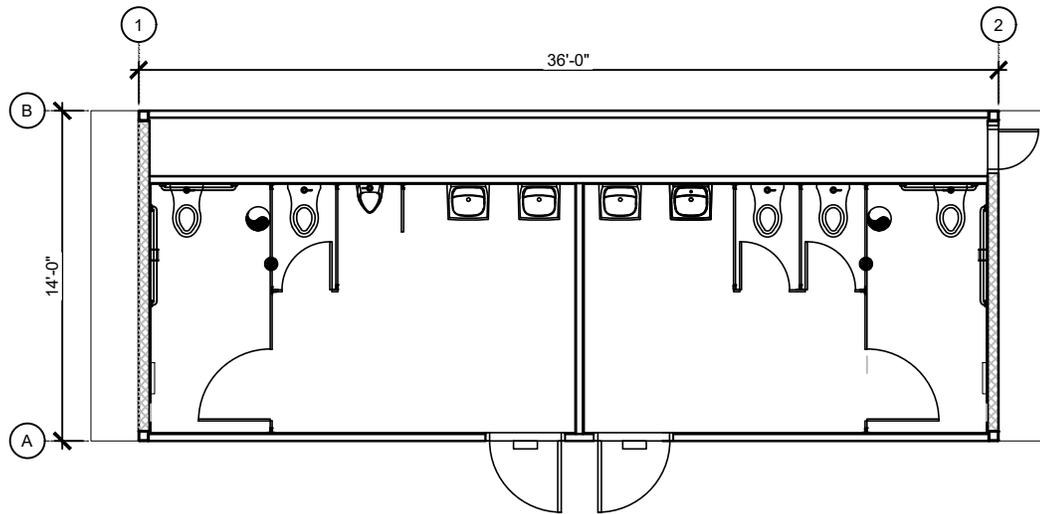


FLOOR PLAN

<p>HIGH PERFORMANCE 12X40 BOY/STAFF/GIRLS RESTROOM - B</p>	<p>ITEM J-HP</p>
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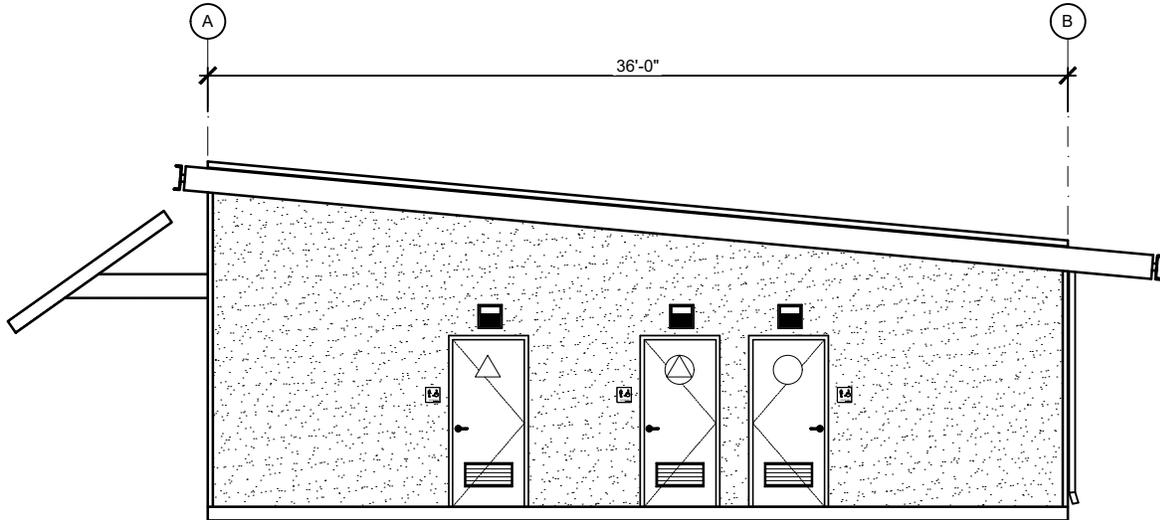
ELEVATION VIEW



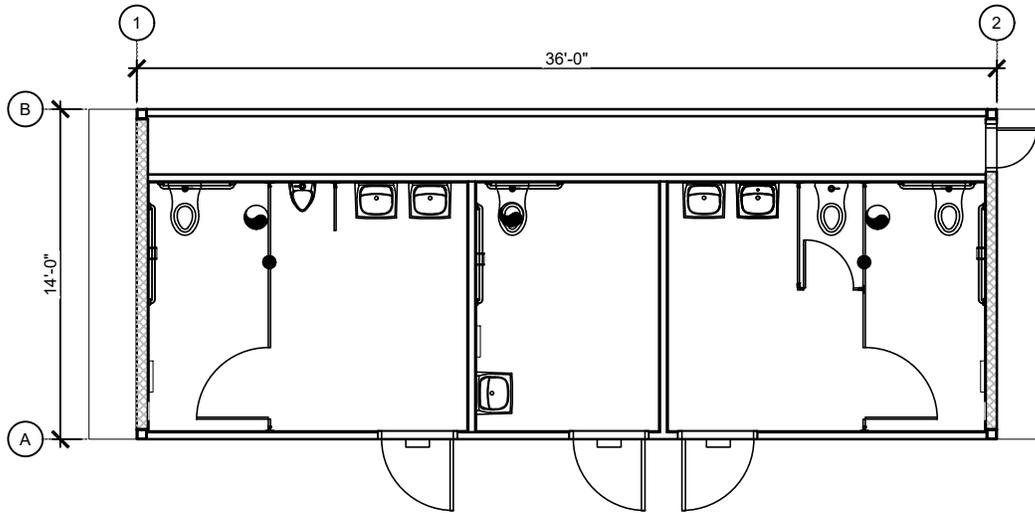
FLOOR PLAN

HIGH PERFORMANCE
14X36 BOY & GIRLS
RESTROOM - A

ITEM K-HP

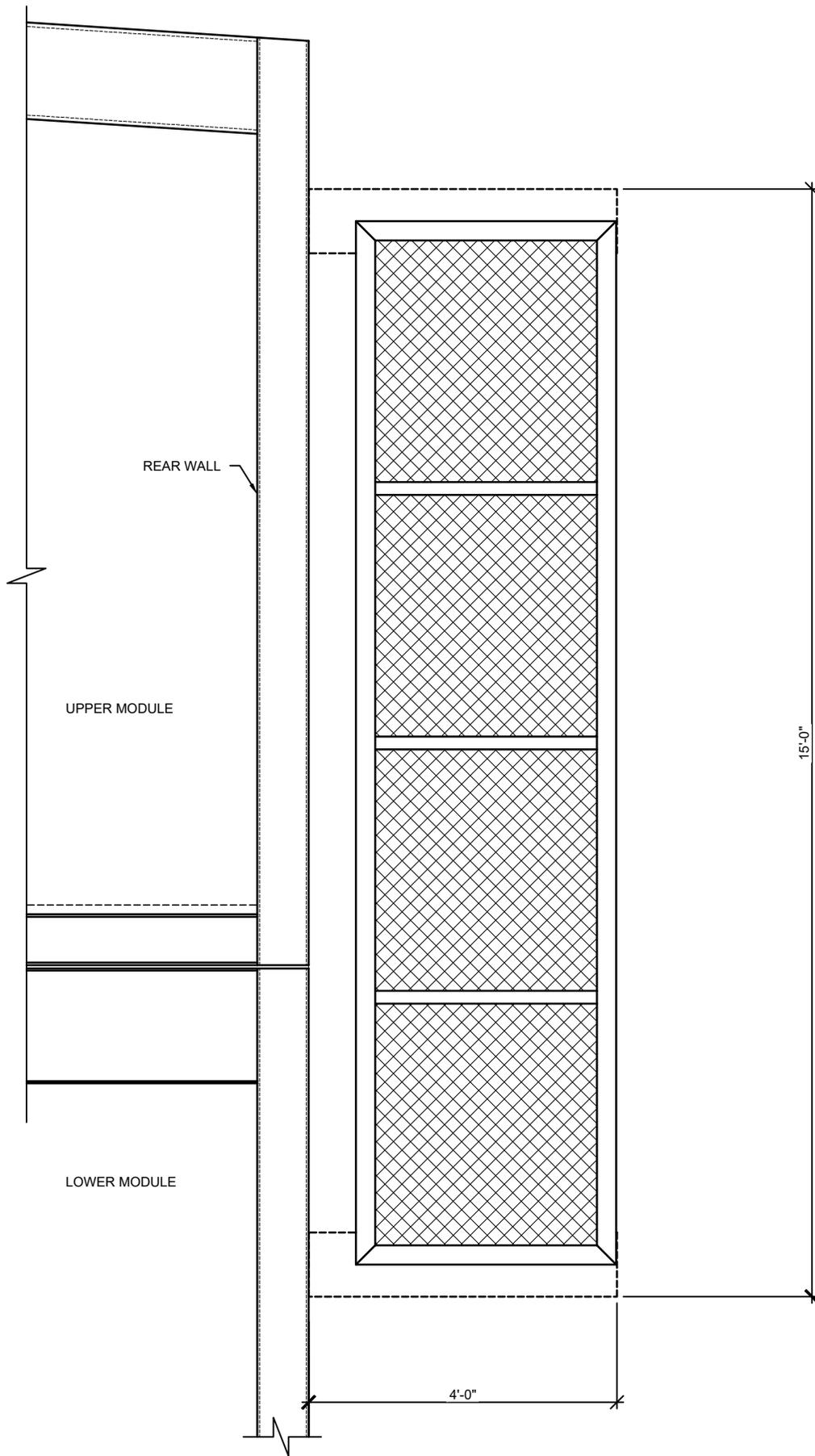


ELEVATION VIEW

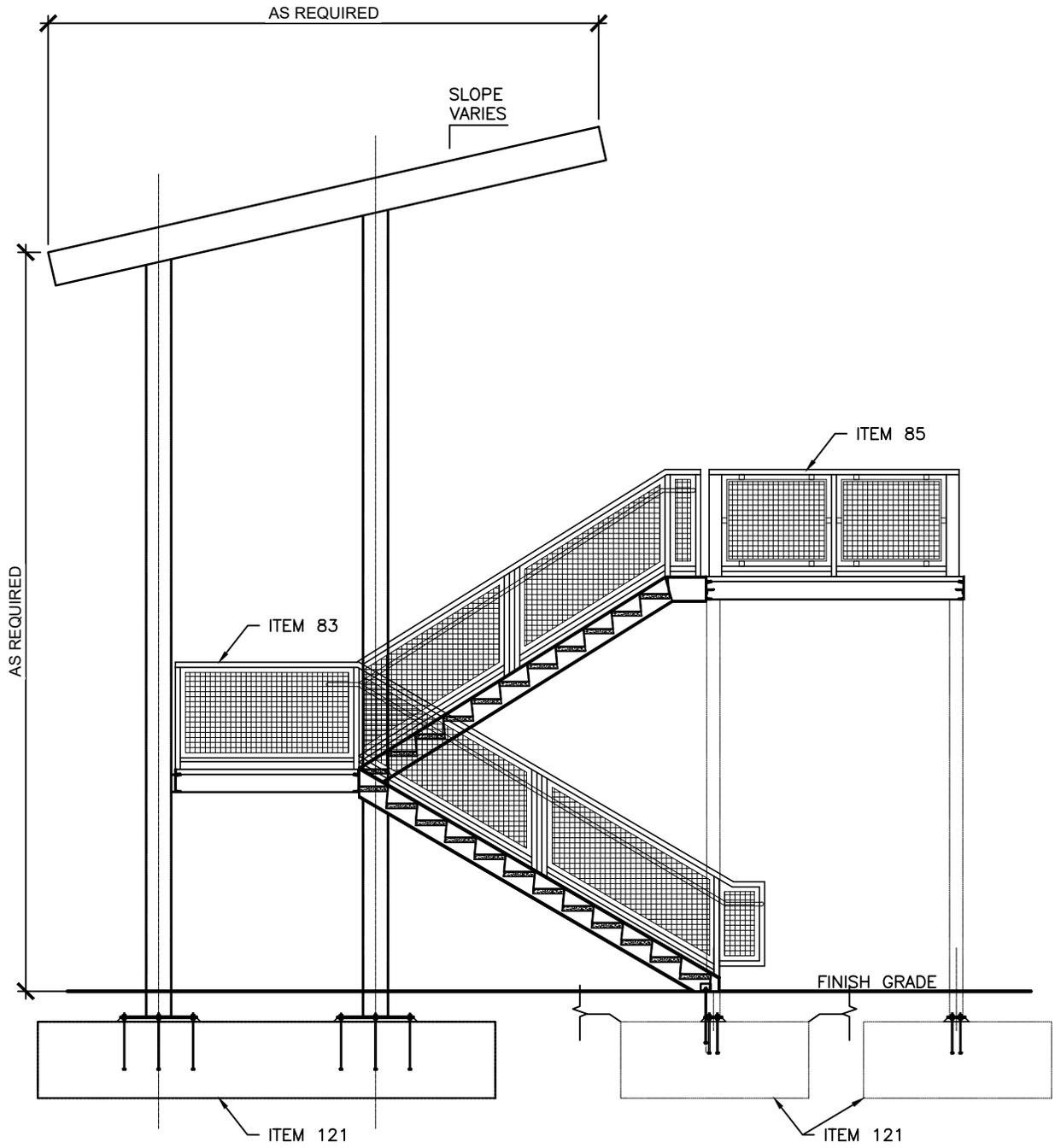


FLOOR PLAN

<p>HIGH PERFORMANCE 14X36 BOY/STAFF/GIRLS RESTROOM - B</p>	<p>ITEM L-HP</p>
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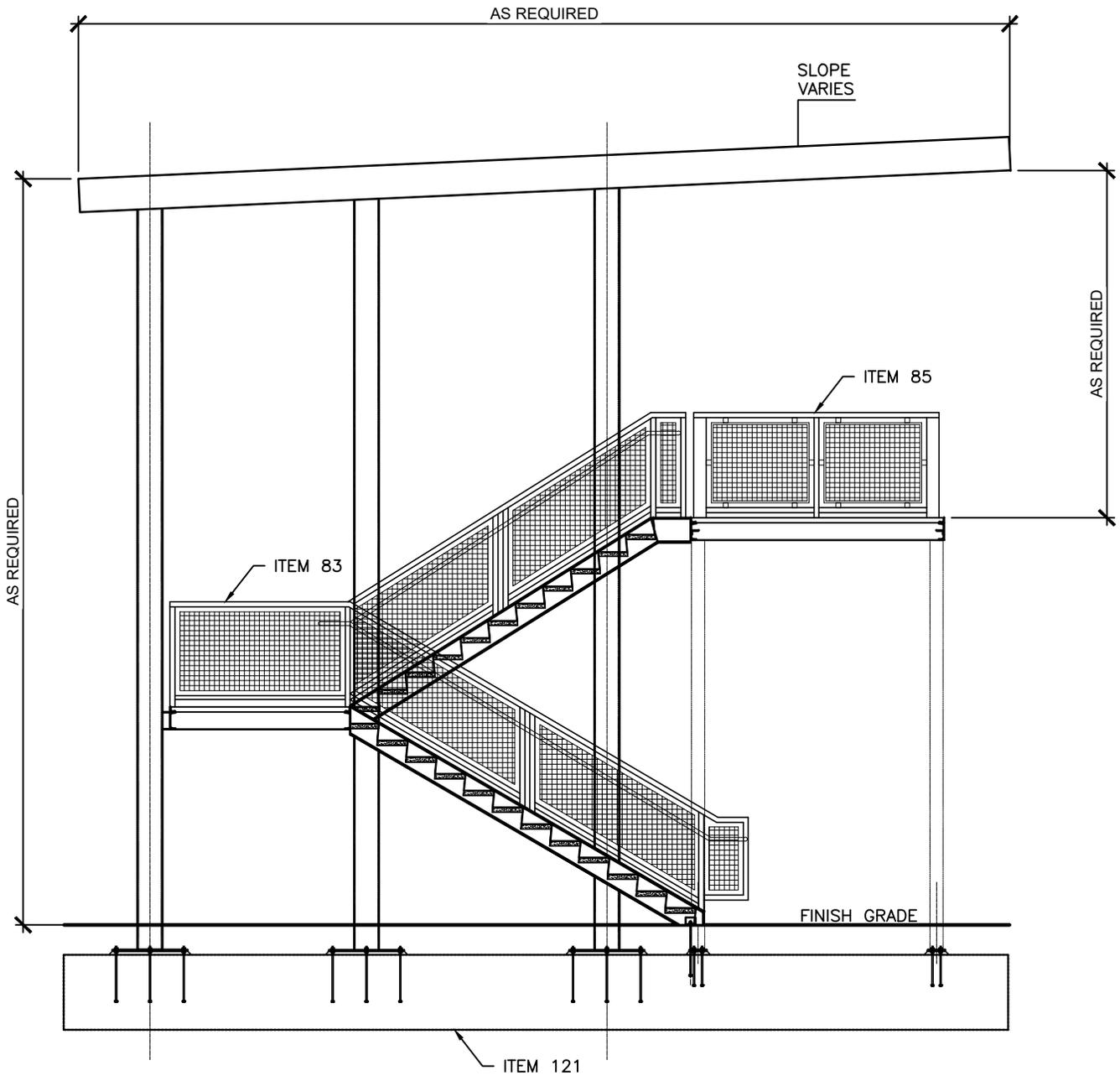


<p>VERTICAL SHADE STRUCTURE</p>	<p>ITEM 96</p>
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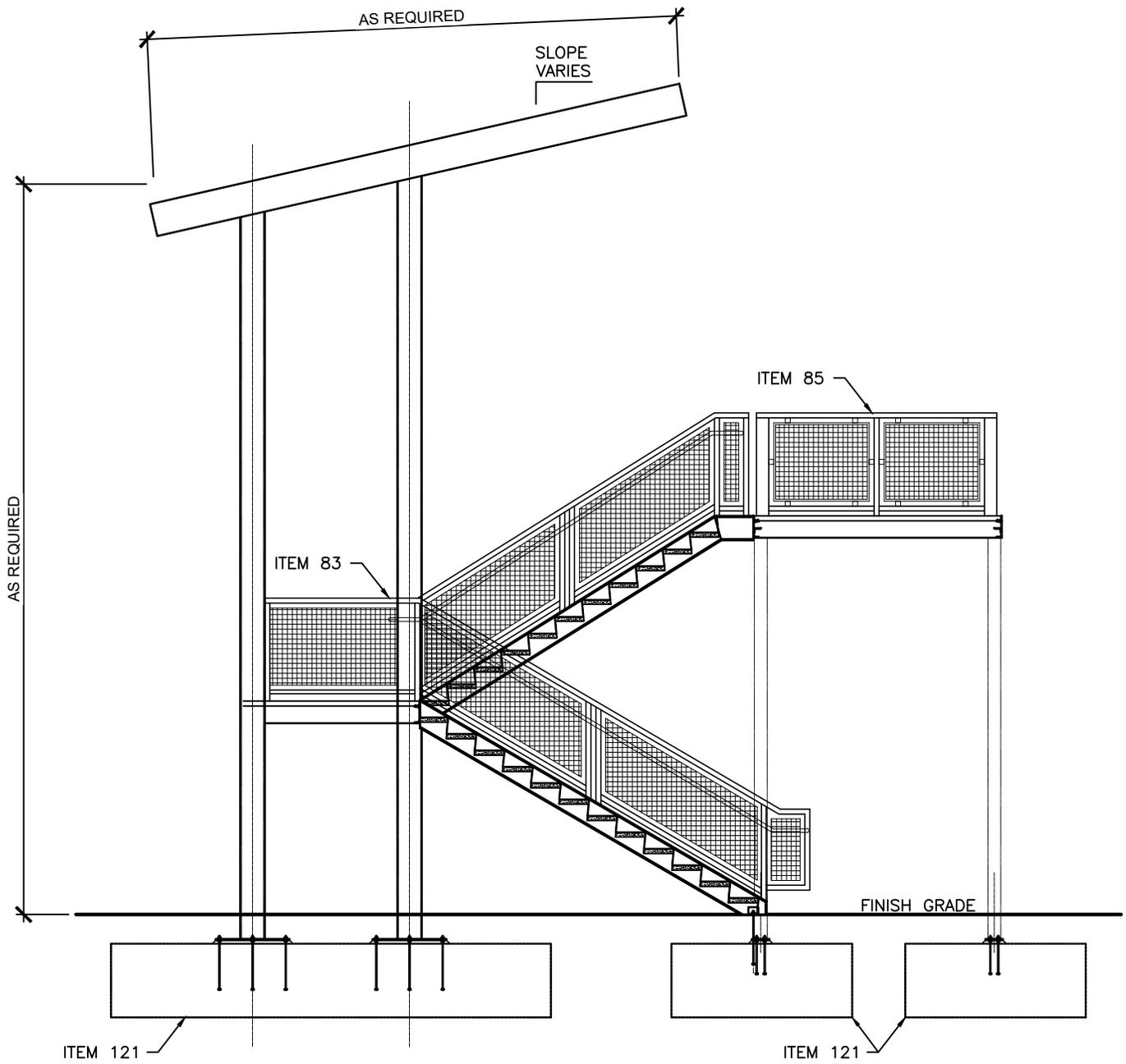
ELEVATION VIEW

2 COLUMN STAIR CANOPY	ITEM 108
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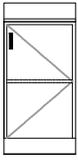
ELEVATION VIEW

3 COLUMN STAIR CANOPY	ITEM 109
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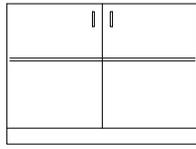


ELEVATION VIEW

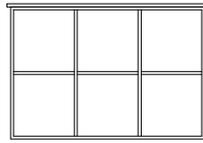
<p>4 COLUMN STAIR CANOPY</p> <p>scale 3/16"=1'-0"</p>	<p>ITEM 110</p>
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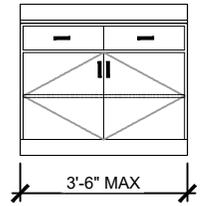
WI# 101 - ITEM 166 & 342



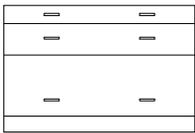
WI#102 - ITEM 167 & 343



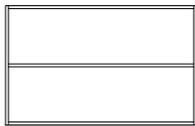
WI#120 - ITEM 168 & 344



WI# 212 - ITEM 169 & 345



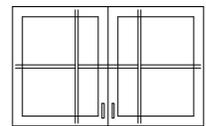
WI#231 - ITEM 170 & 346



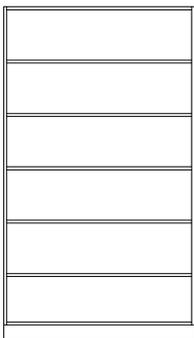
WI#300 - ITEM 171 & 347



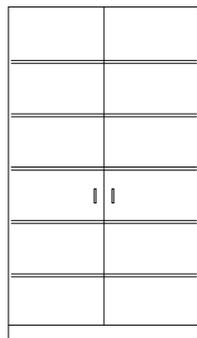
WI#302 - ITEM 172 & 348



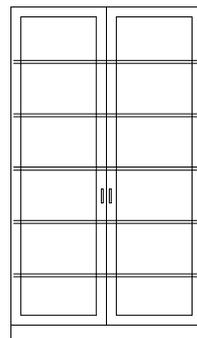
WI#324 - ITEM 173 & 349



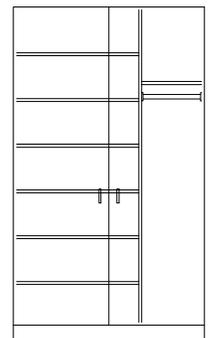
WI#400 - ITEM 174 & 350



WI#402 - ITEM 175 & 351



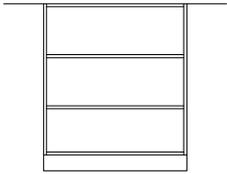
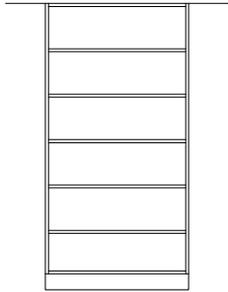
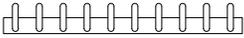
WI#408 - ITEM 176 & 352

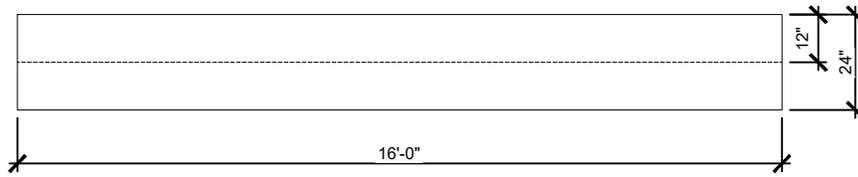


WI#530 - ITEM 177 & 353

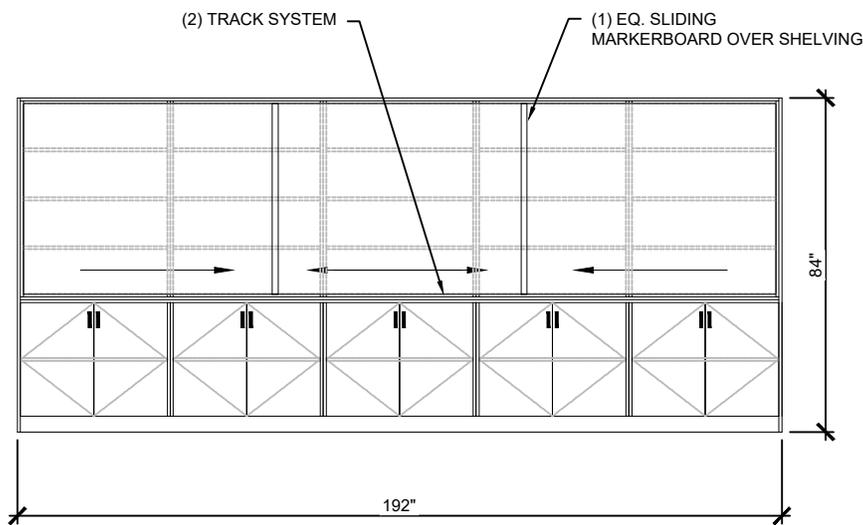
CASEWORK

ITEM 166-177 & 342-353

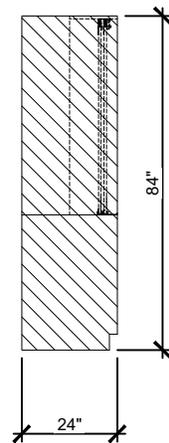
 <p><u>WI#600 - ITEM 178 & 354</u></p>	 <p><u>WI#602 - ITEM 179 & 355</u></p>	 <p><u>ITEM 180 & 356</u></p>	<p>THIS SPACE IS INTENTIONALLY LEFT BLANK</p>
<p>THIS SPACE IS INTENTIONALLY LEFT BLANK</p>	<p>THIS SPACE IS INTENTIONALLY LEFT BLANK</p>	<p>THIS SPACE IS INTENTIONALLY LEFT BLANK</p>	<p>THIS SPACE IS INTENTIONALLY LEFT BLANK</p>
<p>THIS SPACE IS INTENTIONALLY LEFT BLANK</p>	<p>THIS SPACE IS INTENTIONALLY LEFT BLANK</p>	<p>THIS SPACE IS INTENTIONALLY LEFT BLANK</p>	<p>THIS SPACE IS INTENTIONALLY LEFT BLANK</p>



PLAN VIEW

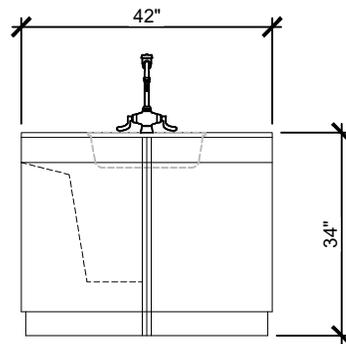
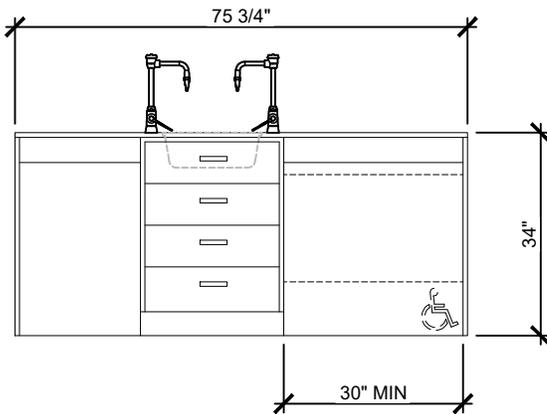
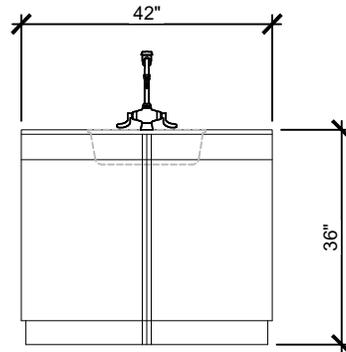
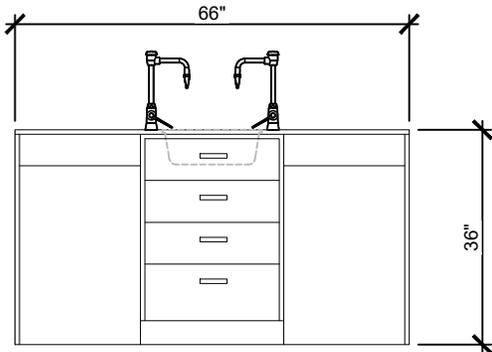


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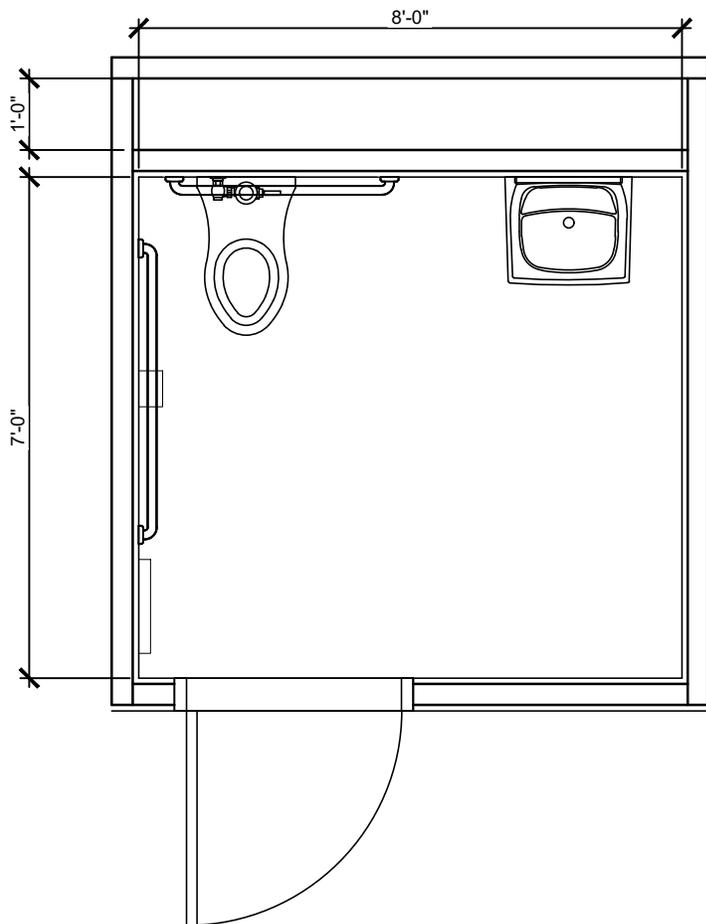


SIDE VIEW

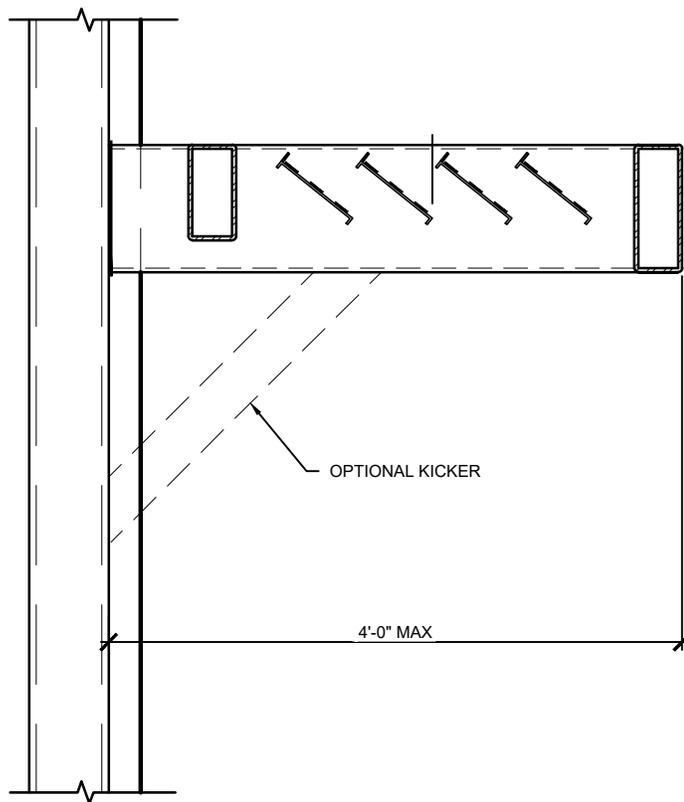
TEACHING WALL	ITEM 186 & 359
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<p>SCIENCE WORK STATION ADD. ALT</p>	<p>ITEM188 & 361</p>
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INTERIOR UNISEX TOILET ROOM	ITEM 192
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GALVANIZED
SUNSHADE

ITEM 298

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: April 24, 2024

VIA: Gina A. Potter, Ed.D.
Superintendent

FROM: Jose F. Iniguez, Ed.D., Assistant Superintendent
of Admin. Leadership, School Support & Safety Informational
 Action

AGENDA ITEM: RESOLUTION NO. 23/24-0035 TO PROCURE PURCHASES, WARRANTY, INSTALLATION, AND REPAIR OF SPORTING GOODS, EQUIPMENT AND SUPPLIES THROUGH THE DEPARTMENT OF GENERAL SERVICES (DGS) CALIFORNIA MULTIPLE AWARD SCHEDULES (CMAS)

BACKGROUND INFORMATION:

Through CMAS, school districts can purchase materials, equipment, and supplies provided that the purchases are the same as those made by the Department of General Services and are under the same terms, conditions, and specifications at a price lower than the districts can obtain through their normal purchasing procedures. Pursuant to California Education Code (EC) section 17595 and Public Contract Code (PCC) section 20653 authorize school districts to purchase materials, equipment, or supplies through the Department of General Services, and (PCC) section 10298 specifically authorizes state and local agencies to contract with suppliers who are awarded CMAS contracts without further competitive bidding.

The District has determined that it is in the District’s best interest to use CMAS contracts to receive significant savings through the procurement, and purchase of materials/equipment and/or services. The artificial turf field at Sunset Elementary School is over ten years old and has deteriorated to the point of causing safety hazards to the users. The District is planning to replace the artificial turf field with a new artificial turf, as well as add turf to repair the rubber surface under the nearby play equipment apparatus before the beginning of the 2024-2025 school year. Due to the limited time to replace this turf, Staff is recommending the use of a California Multiple Awards Schedule (CMAS) contract to purchase the artificial turf materials. The installation services are to be provided separately via a formal bid.

Staff obtained three (3) financial quotes from entities with CMAS contracts for artificial turf. Staff recommends purchasing artificial turf through a CMAS Contract with Wall 2 Wall Floor Coverings (Base Schedule No. GS-03F-0155DA). They provide the best value purchase at a competitive price with a comprehensive list of quality materials to upgrade the safety and specifications of the new artificial turf field. This quote includes longer grass blades, a safe artificial grass infill, and a performance safety pad under the turf. Contract term: 06-22-21 through 11-11-25.

RECOMMENDATION:

Adopt and approve Resolution No. 23/24-0035 for CMAS Contract No. 4-21-06-1085 with Wall 2 Wall Floor Coverings to purchase artificial turf and materials for the 2024 Field Replacement Project at Sunset School for \$310,996.00 from Bond Measure T.

LCAP GOAL AND ACTION/SERVICE (please indicate):

Goal No. 2: Base Services and Safety

2.1 Maintain basic operating services of the district including MOT personnel, transportation, contracted services, and utilities.

Renewal New Amendment Ratify Other

Financial Implications?

Yes No

Are funds for this item available in the 2023-2024 Budget?

Yes No

Requisition #

\$310,996.00

(Amount)

General Obligation Bond Measure T

(Name of funding source and/or location)

Recommended for: Approval Denial Certification Requested Yes No

State of California

MULTIPLE AWARD SCHEDULE

Town & Country Flooring Company which will do business in California as
Wall 2 Wall Commercial Floorcoverings

CMAS NUMBER:	4-21-06-1085
CMAS TERM DATES:	6/22/2021 through 11/11/2025
CMAS CATEGORY:	Non Information Technology Commodities
APPLICABLE TERMS & CONDITIONS:	<u>December 1, 2017</u> (www.dgs.ca.gov/-/media/Divisions/PD/Acquisitions/CMAS/Non-IT-Commodities-CMAS-Terms-and-Conditions.ashx?la=en&hash=9AD54FF697C740F342E8B9B5BDEEDFC263632CB3)
MAXIMUM ORDER LIMIT:	State Agencies: See Purchasing Authority Dollar Threshold provision Local Government Agencies: Unlimited
FOR USE BY:	State & Local Government Agencies
BASE SCHEDULE #:	<u>GS-03F-015DA</u>
BASE SCHEDULE HOLDER:	Town & Country Flooring Company

This CMAS provides for the purchase, warranty, installation, and repair of sporting goods equipment and supplies. (See page 3 for the restrictions applicable to this CMAS.)

NOTICE: Products and/or services on this CMAS may be available on a Mandatory Statewide Contracts. If this is the case, the use of this CMAS is restricted unless the State agency has an approved exemption as explained in the Statewide Contract User Instructions. Information regarding Statewide Contracts can be obtained at the: [Statewide Contract Index Listing](#) ([www.dgs.ca.gov/PD/About/Page-Content/PD-Branch-Intro-Accordion-List/Acquisitions/Statewide-Contracts?search=statewide contract listing](http://www.dgs.ca.gov/PD/About/Page-Content/PD-Branch-Intro-Accordion-List/Acquisitions/Statewide-Contracts?search=statewide%20contract%20listing)). This requirement is not applicable to local government entities.

The services provided under this CMAS are only in support of the products covered by this CMAS.

The most current Ordering Instructions and Special Provisions, CMAS Terms and Conditions, and products and/or services are included herein. All purchase orders issued by State agencies shall incorporate these Ordering Instructions and Special Provisions and CMAS Terms and Conditions.

Original Signature on File

Effective Date: **6/22/2021**

BRYAN DUGGER, Program Analyst, California Multiple Award Schedules Unit

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
WALL 2 WALL COMMERCIAL FLOOR COVERINGS
CMAS NO. 4-21-06-1085**

Agency non-compliance with the requirements may result in the loss of delegated authority to use the CMAS program.

CMAS contractor non-compliance with the requirements may result in termination.

CMAS RESTRICTION FOR CARPET PURCHASES

The Department of General Services' Office of Sustainability has determined that all carpet purchased by state agencies be made at the ANSI/NSF-140 Platinum level. The Governor's Executive Order B-18-12 Ordered that the State agencies purchase and use environmentally preferable products that have a lesser or reduced effect on human health and the environment. Carpet that is 3rd party certified to ANSI/NSF-140 Platinum level meets the requirement.

IMPORTANT NOTE TO ALL USERS OF THIS MULTIPLE AWARD SCHEDULE

A contract for the purchase and installation of carpet is a public works contract as defined in Section 1101 of the Public Contract Code and, as such, requires certain special conditions. Prior to placing an order against this multiple award schedule, read Attachment C entitled "INFORMATION REGARDING THE PURCHASE AND INSTALLATION OF CARPET AND OTHER FLOOR COVERINGS" to ensure your agency understands the special conditions involving public works contracts. If your agency does not have staff with expertise involving public works contracts, it is recommended that you seek interagency assistance or consider not using this multiple award schedule.

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
WALL 2 WALL COMMERCIAL FLOOR COVERINGS
CMAS NO. 4-21-06-1085**

CMAS PRODUCT & SERVICE CODES

Product & Service Codes listed below are for marketing purposes only. Review the base schedule for the products and/or services available.

Floor Cov-Hardwood
Floor Cov-Linoleum
Floor Cov-Rubber Sheeting/Tile
Floor Cov-Sport Flooring
Floor Cov-Synthetic Turf

AVAILABLE PRODUCTS AND/OR SERVICES

All of the products and services in the base schedule are available within the scope of this CMAS.

The ordering agency must verify all products and/or services are currently available on the base General Services Administration (GSA) schedule. Access the GSA eLibrary at www.gsaelibrary.gsa.gov.

EXCLUDED PRODUCTS AND/OR SERVICES

Order-Level Materials are not available under this CMAS.

ISSUE PURCHASE ORDER TO

Agency purchase orders must be either mailed or emailed to the following:

**Wall 2 Wall Commercial Floorcoverings
350 10th Avenue, Suite 1000
San Diego, CA 92101
Attn: Alex El Guindi**

E-mail: alex@w2wsport.com

Agencies with questions regarding products and/or services may contact the CMAS contractor as follows:

**Contact: Scott Bohrer
Phone: (619) 550-7369
E-mail: scott@w2wsport.com**

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
WALL 2 WALL COMMERCIAL FLOOR COVERINGS
CMAS NO. 4-21-06-1085**

TOP 500 DELINQUENT TAXPAYERS

In accordance with Public Contract Code (PCC) § 10295.4, and prior to placing an order for non-IT goods and/or services, **agencies must verify** with the Franchise Tax Board and the California Department of Tax and Fee Administration that this CMAS contractor's name does not appear on either list of the 500 largest tax delinquencies pursuant to Section 7063 or 19195 of the Revenue and Taxation Code. **See next paragraph for information.**

The Franchise Tax Board's list of Top 500 Delinquent Taxpayers is available at www.ftb.ca.gov/about-ftb/newsroom/top-500-past-due-balances/index.html.

The California Department of Tax and Fee Administration's list of Top 500 Sales & Use Tax Delinquencies in California is available at www.cdtfa.ca.gov/taxes-and-fees/top500.htm.

CALIFORNIA SELLER'S PERMIT

The CMAS contractor's California Seller's Permit Number is 097869913. Prior to placing an order with this company, agencies must verify that this permit is still valid at the California Department of Tax and Fee Administration website (cdtfa.ca.gov).

CMAS PRICES

The maximum prices allowed for the products and/or services available are those set forth in the base schedule.

The ordering agency is encouraged to seek prices lower than those in the base schedule. When responding to an agency's Request for Offer (RFO), the CMAS contractor can offer lower prices to be competitive.

PRICE DISCOUNTS

This CMAS contains prompt payment discounts. See the base schedule for the specific percent of discount.

DARFUR CONTRACTING ACT

This CMAS contractor has certified compliance to the Darfur Contracting Act, per Public Contract Code (PCC) § 10475, et seq. It is the agency's responsibility to verify that the contractor has a Darfur Contracting Act Certification on file.

CALIFORNIA CIVIL RIGHTS LAW CERTIFICATION

Pursuant to Public Contract Code section 2010, effective January 1, 2017, applicants must certify their compliance with the California Civil Rights laws and Employer Discriminatory Policies (section 51 of the Civil Code, section 12960 of the Government Code). It is the agency's responsibility to verify that the contractor has a California Civil Rights Law Certification on file.

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
WALL 2 WALL COMMERCIAL FLOOR COVERINGS
CMAS NO. 4-21-06-1085**

WARRANTY

For warranties, see the base schedule, the CMAS Terms and Conditions, General Provisions, and CMAS Warranty.

DELIVERY

84 days after receipt of order, or as negotiated between agency and CMAS contractor and included in the purchase order, or as otherwise stipulated in the contract.

SHIPPING INSTRUCTIONS

F.O.B. (Free On Board) Origin. Buying agency pays the freight charges.

State agencies (not local governments) shall follow the instructions below whenever the weight of the purchase is 100-lbs or more and F.O.B. Destination, Freight Prepaid is not used.

All shipments will be made by ground transportation unless otherwise ordered on the purchase order.

Before placing order, contact the DGS Transportation Management (916) 376-1888 to determine the routing of freight shipments. You will need to provide Transportation Management with the point of origin and destination. They will also want to know the commodity being shipped and the estimated shipping weight of the order. If shipping overnight, the account number must be included.

Routing information should be shown on the face of the purchase order in the format shown below.

Shipping Instructions:

Supplier route via:

Carrier's telephone number: _____

Annotate bill/s of lading as follows:

"Freight for account of State of California. Tender Number: _____ applies. State of California Purchase Order Number: _____ SHIP FREIGHT COLLECT." Estimated Freight charges: _____.

If supplier is unable to use this carrier, call Transportation Management at (916) 376-1888.

The following statement must be noted on the purchase order when the commodities are being shipped via UPS (United Parcel Service) and the State is paying directly to UPS (Collect).

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
WALL 2 WALL COMMERCIAL FLOOR COVERINGS
CMAS NO. 4-21-06-1085**

Shipping Instructions:

Supplier route via United Parcel Service (ground).
State of California, Department of _____ UPS account number applies.
State of California Purchase Order Number_____. SHIP COLLECT. Estimated UPS charges: _____.

If supplier is unable to use UPS, call Transportation Management at (916) 376-1888.

CMAS Contractor Note: Additional shipping costs incurred by deviation to above shipping instructions, without Transportation Management approval, shall be charged to the CMAS contractor.

PURCHASING AUTHORITY DOLLAR THRESHOLD

Order limits for the purchase of goods and/or services is determined by the individual agency purchasing authority threshold.

No CMAS order may be executed by a State agency that exceeds that agency's purchasing authority threshold. State agencies with approved purchasing authority, along with their dollar thresholds can be obtained at the List of State Departments with Approved Purchasing Authority website (www.dgs.ca.gov/PD/Resources/Page-Content/Procurement-Division-Resources-List-Folder/List-of-State-Departments-with-Approved-Purchasing-Authority).

HOW TO USE CMAS

Agencies must adhere to the detailed requirements in the State Contracting Manual (SCM) when using CMAS. The requirements for the following bullets are in the SCM, Volume 2, Chapter 6 (for non-IT), the SCM, Volume 3, Chapter 6 (for IT), and the SCM, Volume FISCal, Chapter 5 (FISCal):

- Develop a Request for Offer, which includes a Scope of Work (SOW), and Bidder Declaration form. For information on the Bidder Declaration requirements, see the SCM, Volume 2, Section 3.5.7 and Volume 3, Section 3.4.7.
- Search for potential CMAS contractors on the CMAS website (www.dgs.ca.gov/PD/About/Page-Content/PD-Branch-Intro-Accordion-List/Acquisitions/California-Multiple-Award-Schedules) and select "Find a CMAS Contractor."
- Solicit offers from a minimum of 3 CMAS contractors including one small business and/or DVBE, if available, who are authorized to sell the products and/or services needed.
- If soliciting offers from a certified DVBE, include the Disabled Veteran Business Enterprise Declarations form (Standard 843) in the Request for Offer. This declaration must be completed and returned by the DVBE prime contractor and/or any DVBE subcontractors. (See the SCM Volumes 2, 3, and FISCal, Chapter 3).
- This is not a bid transaction, so the small business preference, DVBE incentives, protest language, intents to award, evaluation criteria, advertising, etc., are not applicable.
- If less than 3 offers are received, State agencies must document their file with the reasons why the other suppliers solicited did not respond with an offer.

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
WALL 2 WALL COMMERCIAL FLOOR COVERINGS
CMAS NO. 4-21-06-1085**

- Assess the offers received using best value methodology, with cost as one of the criteria.
- Issue a Purchase Order to the selected CMAS contractor.
- For CMAS transactions under \$10,000, only one offer is required if the State agency can establish and document that the price is fair and reasonable. The fair and reasonable method can only be used for non-customizable purchases.

Local governments set their own order limits, and are not bound by the order limits on the cover page of this CMAS.

SPLITTING ORDERS

Splitting orders to avoid any monetary limitations is prohibited.

Do not circumvent normal procurement methods by splitting purchases into a series of delegated purchase orders, per Public Contract Code (PCC) § 10329.

Splitting a project into small projects to avoid either fiscal or procedural controls is prohibited, per State Administrative Manual (SAM) § 4819.34.

MINIMUM ORDER LIMITATION

There is no minimum dollar value limitation on orders placed under this CMAS.

ORDERING PROCEDURES

1. Purchase Orders

All Ordering Agency purchase order documents executed under this CMAS must contain the applicable CMAS number as show on page 1.

1. State Departments:

Standard 65 Purchase Documents – State departments not transacting in FISCal must use the Purchasing Authority Purchase Order (Standard 65) for purchase execution. An electronic version of the Standard 65 is available at the DGS-PD website (www.dgsapps.dgs.ca.gov/osp/StatewideFormsWeb/Forms.aspx), select Standard STD Forms.

FISCAL Purchase Documents – State departments transacting in FISCal will follow the FISCal procurement and contracting procedures.

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
WALL 2 WALL COMMERCIAL FLOOR COVERINGS
CMAS NO. 4-21-06-1085**

2. Local Governmental Departments:

Local governmental agencies may use their own purchase document for purchase execution.

The agency is required to complete and distribute the purchase order. For services, the agency shall modify the information contained on the order to include the service period (start and end date), and the monthly cost (or other intermittent cost), and any other information pertinent to the services being provided. The cost for each line item should be included in the order, not just system totals.

The contractor must immediately reject purchase orders that are not accurate. Discrepancies are to be negotiated and incorporated into the purchase order prior to the products and services being delivered.

2. Service and Delivery after CMAS Expiration

The purchase order must be issued before the CMAS expires. However, delivery of the products or completion of the services may be after the CMAS expires (unless otherwise specifically stated in the purchase order).

3. Multiple CMAS Agreements on a Single Purchase Order

Agencies wishing to include multiple CMAS agreements on a single FISCAl purchase order must adhere to the following guidelines:

- All CMAS must be for the same CMAS contractor.
- The purchase order must go to one contractor location.
- Write the word "CMAS" in the space usually reserved for the contract number. On Standard 65's, this is at the top of the form. The word "CMAS" signifies that the purchase order contains items from multiple CMAS agreements. The purchasing agency may only use one bill code.
- For each individual CMAS (as differentiated by alpha suffix), the agency must identify and group together the CMAS number with the line items and subtotal per CMAS number (do not include tax in the subtotal), and sequentially identify each individual CMAS as Sub #1, Sub #2, Sub #3, etc. This facilitates accurate billing of administrative fees by the Procurement Division.
- The total of all items on the purchase order must not exceed the purchase order limit identified in the CMAS.
- Do not combine items from both non-IT and Information Technology CMAS agreements. A non-IT CMAS begin with the number "4" and an Information Technology CMAS begins with the number "3." The purchase order limits are different for these two types of CMAS agreements.

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
WALL 2 WALL COMMERCIAL FLOOR COVERINGS
CMAS NO. 4-21-06-1085**

4. Amendments to Agency's Purchase Orders

Agency purchase orders cannot be amended if the CMAS has expired.

The SCM, Volumes 2 & 3, Chapter 6.A5.0 and SCM, Volume FISCal, Chapter 5.A4.0 provides the following direction regarding amendments to all types of LPA purchase orders:

Original orders, which include options for changes (e.g., quantity or time), that were evaluated and considered in the selection for award during the RFO process, may be amended consistent with the terms of the original order, provided that the original order allowed for amendments. If the original order did not evaluate options, then amendments are not allowed unless an NCB is approved for those amendments.

Amendments unique to non-IT services are covered in the SCM, Volume 2, Chapter 6.B2.9 and SCM, Volume FISCal, Chapter 5.A4.1 as follows:

If the original contract permitted amendments, but did not specify the changes (e.g., quantity or time), it may be amended, per Public Contract Code (PCC) § 10335 (d)(1). Only a contract may be amended once under this exemption. The time shall not exceed one year, or add not more than 30% of the original order value and may not exceed \$250,000. If the original contract did not have language permitting amendments, the NCB process must be followed.

Also, see the SCM, Volumes 2 & 3, Chapter 8, Topic 6, for more information on amending purchase orders.

CMAS CONTRACTOR OWNERSHIP INFORMATION

The CMAS contractor is a large business enterprise.

SMALL BUSINESS MUST BE CONSIDERED

Prior to placing orders under the CMAS program, State agencies shall whenever practicable first consider offers from small businesses that have established CMAS [Government Code (GC) § 14846(b)]. NOTE: The Department of General Services auditors will request substantiation of compliance with this requirement when agency files are reviewed.

CMAS Small Business and Disabled Veteran Partners lists (www.dgs.ca.gov/PD/About/Page-Content/PD-Branch-Intro-Accordion-List/Acquisitions/California-Multiple-Award-Schedules) can be found on the CMAS website by selecting "Find a CMAS Contractor".

In response to our commitment to increase participation by small businesses, the Department of General Services waives the administrative fee (a fee currently charged to customer agencies to support the CMAS program) for orders to certified small business enterprises.

See the current fees in the DGS Price Book at: www.dgs.ca.gov/OFS/Price-Book.

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
WALL 2 WALL COMMERCIAL FLOOR COVERINGS
CMAS NO. 4-21-06-1085**

SMALL BUSINESS/DVBE - TRACKING

State agencies are able to claim subcontracting dollars towards their SB or DVBE goals whenever the CMAS contractor subcontracts a commercially useful function to a certified SB or DVBE. The CMAS contractor will provide the ordering agency with the name of the SB or DVBE used and the dollar amount the ordering agency can apply towards its SB or DVBE goal.

SMALL BUSINESS/DVBE - SUBCONTRACTING

1. The amount an ordering agency can claim towards achieving its SB or DVBE goals is the dollar amount of the subcontract award made by the CMAS contractor to each SB or DVBE.
2. The CMAS contractor will provide an ordering agency with the following information at the time the order is quoted:
 - a. The CMAS contractor will state that, as the prime contractor, it shall be responsible for the overall execution of the fulfillment of the order.
 - b. The CMAS contractor will indicate to the ordering agency how the order meets the SB or DVBE goal, as follows:
 - i. List the name of each company that is certified by the Office of Small Business and DVBE Services that it intends to subcontract a commercially useful function to; and
 - ii. Include the SB or DVBE certification number of each company listed, and attach a copy of each certification; and
 - iii. Indicate the dollar amount of each subcontract with a SB or DVBE that may be claimed by the ordering agency towards the SB or DVBE goal; and
 - iv. Indicate what commercially useful function the SB or DVBE subcontractor will be providing towards fulfillment of the order.
3. The ordering agency's purchase order must be addressed to the prime contractor, and the purchase order must reference the information provided by the prime contractor as outlined above.

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
WALL 2 WALL COMMERCIAL FLOOR COVERINGS
CMAS NO. 4-21-06-1085**

WITHHOLD LANGUAGE (SB588)

Option 1 – Withhold Language

Upon delivery or completion of ordered goods or services, for which the Contractor committed to DVBE subcontractor participation, state departments shall require the Contractor to certify all the following:

1. The amount and percentage of work the Contractor committed to provide to one or more DVBEs under the requirements of the contract and the amount each DVBE received from the Contractor.
2. That all payments under the contract have been made to the DVBE. Upon request, the Contractor shall provide proof of payment for the work.

In accordance with the Military and Veterans Code 999.7, state departments shall withhold \$10,000 from the final payment, or the full final payment if less than \$10,000, if the Contractor fails to meet the certification requirements identified above. State departments shall notify the Contractor of their failure to meet the certification requirements and give the Contractor an opportunity to comply with the certification requirements. If after thirty (30) calendar days from the date of notice, the Contractor refuses to comply with the certification requirements, the state department shall permanently deduct \$10,000 from the final payment, or the full payment if less than \$10,000.

Option 2 – No Withhold Language

During the contract term, and upon completion of the contract for which a DVBE subcontractor commitment was made, DGS-PD will require the Contractor to certify all participation commitments and payments under the contract have been made to the DVBE. Upon request by DGS-PD, the Contractor shall provide proof of payment for the work.

NEW EQUIPMENT REQUIRED

The State will procure new equipment. All equipment must be new (or warranted as newly manufactured) and the latest model in current production. Used, shopworn, demonstrator, prototype, or discontinued models are not acceptable.

Where Federal Energy Management Program (FEMP) standards are available, all State agencies shall purchase only those products that meet the recommended standards. All products displaying the Energy Star label meet the FEMP standards.

SPECIAL MANUFACTURED GOODS

Any CMAS for goods to be manufactured by the CMAS contractor specifically for the State and not suitable for sale to others may require progress payments.

For a Non-IT goods CMAS, see the CMAS Non-IT Commodities Terms and Conditions, Provision 69, Progress Payments.

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
WALL 2 WALL COMMERCIAL FLOOR COVERINGS
CMAS NO. 4-21-06-1085**

PRODUCT INSTALLATION

The CMAS contractor is fully responsible for all installation services performed under the CMAS. Product installations must be performed by manufacturer authorized personnel and meet manufacturer documented specifications.

The prime contractor, as well as any subcontractors, must hold any certifications and/or licenses required for the project.

TRADE-IN EQUIPMENT

Trade-ins at open market price may be considered. The product description and trade-in allowance must be identified on the purchase order.

Agencies are required to adhere to State Administrative Manual (SAM) § 3520 through 3520.6, Disposal of Personal Property and Surplus Personal Property, as applicable, when trade-ins are considered. A Property Survey Report, Standard 152, must be submitted for approval prior to disposition of any State-owned personal property, including general office furniture regardless of the acquisition value, or if the property was recorded or capitalized for accounting purposes.

STATE AGENCY BUY RECYCLED CAMPAIGN (SABRC)

State ordering agencies are required to report purchases made within the eleven product categories in the California Department of Resources Recycling and Recovery's State Agency Buy Recycled Campaign (SABRC) per Public Contract Code sections 12200-12217.

Contractor will be required to complete and return a Recycled-Content Certification form (www.calrecycle.ca.gov/contracts/forms) upon request by the state ordering agency.

PUBLIC WORKS (INSTALLATION SERVICES ONLY)

A public works contract is defined as an agreement for "the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind" in accordance with the Public Contract Code (PCC) § 1101. State agencies planning these types of projects need to review the SCM, Volume 1, Chapters 10 and 11 for applicable guidelines and regulations. Visit the Department of General Services (DGS), Real Estate Services Division (RESD) website (www.dgs.ca.gov/RESD) if you have questions about these types of transactions.

Agencies are to ensure that the applicable laws and codes pertaining to the contractor and sub-contractor licensing, prevailing wage rates, bonding, labor code requirements, etc., are adhered to by the prime contractor as well as any sub-contractor during performance under the CMAS purchase order.

The bond amount for public works is not less than 100% of the purchase order price.

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
WALL 2 WALL COMMERCIAL FLOOR COVERINGS
CMAS NO. 4-21-06-1085**

NOTE: In accordance with Labor Code (LC) § 1773.2, the ordering agency is responsible for determining the appropriate craft, classification or type of worker needed for any contract for public works. Also, the agency is to specify the applicable prevailing wage rates as determined by the Director of the Department of Industrial Relations (DIR). In lieu of specifying the prevailing wage rates, the agency may include a statement on the order that the prevailing wage rates are on file at the agency's office, and will be made available upon request. The prevailing wage rates are available from the DIR at www.dir.ca.gov (select Statistics & Research).

Bonds: For guidelines, see CMAS, General Terms and Conditions, Public Works Requirements.

State Contractor's License: Public works services can be obtained through CMAS only if incidental to the overall purchase order. If incidental public works services are included in the purchase order, prior to issuing the order agencies should contact the State Contractor's License Board (www.cslb.ca.gov) to verify that the Contractor's License shown below is still active and in good standing.

The CMAS contractor's California Contractor's License number is 746494. This is a Class C15, C-61/D12, and C-61/D34 license that is valid through 3/31/2022.

NOT SPECIFICALLY PRICED (NSP) ITEMS

Contractors must be authorized providers of the products and/or services they offer under the Not Specifically Priced (NSP) Items provision.

Agency and contractor use of the NSP provision is subject to the following requirements:

1. Purchase orders containing only NSP items are prohibited.
2. A purchase order containing NSP items may be issued only if it results in the lowest overall alternative to the State.
3. NSP items shall be clearly identified in the order. Any product or service already specifically priced and included in the contract may not be identified as an NSP item.
4. Maximum Order Limitation: For orders \$250,000.00, or less, the total dollar value of all NSP products included in a purchase order shall not exceed \$5,000.00. For orders exceeding \$250,000.00, and at the option of the contractor, the total dollar value of all NSP products in a purchase order shall not exceed 5% of the total cost of the order, or \$25,000.00 whichever is lower. The total dollar value of all services included in a purchase order must not exceed the dollar value of the products. NSP may be used to cover labor for a "clean" install (typically new construction) or to prepare an "unclean" site for carpet installation. However, the total dollar value of ALL services (NSP services and line item services from the contract) must not exceed the total product cost.
5. An NSP item included in an order issued against a contract is subject to all of the terms and conditions set forth in the contract.

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The following NSP items ARE SPECIFICALLY EXCLUDED from any order issued under this contract:

1. Items not intended for use in directly supporting the priced items included in the same order. An NSP item must be subordinate to the specifically priced item that it is supporting. For example, a cable, which is not otherwise specifically priced in the contract, is subordinate to a specifically priced printer or facsimile machine, and is eligible to be an NSP item subject to that cable meeting the remaining NSP requirements. However, a printer or facsimile machine, which is not otherwise specifically priced in the contract, is not subordinate to a specifically priced cable, and is not eligible to be an NSP item.
2. Supply type items, except for the minimum amount necessary to provide initial support to the priced items included in the same order.
3. Any other item or class of items specifically excluded from the scope of this contract.
4. Public Works components NOT incidental to the overall project requirements.
5. Installation Services
6. Products or services the contractor is NOT factory authorized or otherwise certified or trained to provide.

The contractor is required to reject purchase orders containing NSP items that do not conform to the above requirements. The contractor will promptly notify the agency issuing the non-conforming order of its non-acceptance and the reasons for its non-acceptance.

STATE AND LOCAL GOVERNMENTS CAN USE CMAS

State and local government agency use of CMAS is optional. A local government is any city, county, city and county, district, or other local governmental body or corporation, including UC, CSU, K-12 schools and community colleges empowered to expend public funds. While the State makes this CMAS available, each local government agency should make its own determination whether the CMAS program is consistent with their procurement policies and regulations.

UPDATES AND/OR CHANGES

A CMAS supplement is not required for updates and/or changes once the update and/or change becomes effective for the base schedule, except as follows:

- A CMAS supplement is required when the CMAS is based on specific products and/or services from another contractor's multiple award contract and the contractor wants to add a new manufacturer's products and/or services.
- A CMAS supplement is required for new federal contract terms and conditions that constitute a material difference from existing contract terms and conditions. A material change has a potentially significant effect on the delivery, quantity or quality of items provided, the amount paid to the contractor or on the cost to the State.

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
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SELF-DELETING BASE SCHEDULE TERMS AND CONDITIONS

Instructions, or terms and conditions that appear in the Special Items or other provisions of the base schedule and apply to the purchase, license, or rental (as applicable) of products or services by the US Government in the United States, and/or to any overseas location shall be self-deleting. (Example: "Examinations of Records" provision).

Federal regulations and standards, such as Federal Acquisition Regulation (FAR), Federal Information Resources Management Regulation (FIRMR), Federal Information Processing Standards (FIPS), General Services Administration Regulation (GSAR), or Federal Installment Payment Agreement (FIPA) shall be self-deleting. Federal blanket orders and small order procedures are not applicable.

ORDER OF PRECEDENCE

The CMAS Terms and Conditions takes precedence if there is a conflict between the terms and conditions of the contractor's base schedule, packaging, invoices, catalogs, brochures, technical data sheets or other documents (see CMAS Terms and Conditions, CONFLICT OF TERMS).

APPLICABLE CODES, POLICIES AND GUIDELINES

All California codes, policies, and guidelines are applicable. The use of CMAS does not reduce or relieve state agencies of their responsibility to meet statewide requirements regarding contracting or the procurement of goods or services. Most procurement and contract codes, policies, and guidelines are incorporated into CMAS agreements. Nonetheless, there is no guarantee that every possible requirement that pertains to all the different and unique State processes has been included.

PAYMENTS AND INVOICES

This CMAS contains prompt payment discounts. See the base schedule for the specific percent of discount.

1. Payment Terms

Payment terms for this CMAS are net 45 days.

Payment will be made in accordance with the provisions of the California Prompt Payment Act, Government Code (GC) § 927 et. seq. Unless expressly exempted by statute, the Act requires State agencies to pay properly submitted, undisputed invoices not more than 45 days after (1) the date of acceptance of goods or performance of services; or (2) receipt of an undisputed invoice, whichever is later.

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2. Payee Data Record (Standard 204)

State Agencies not transacting in FISCal, must obtain a copy of the Payee Data Record (Standard 204) in order to process payments. State Ordering Agencies forward a copy of the Standard 204 to their accounting offices. Without the Standard 204, payment may be unnecessarily delayed. State Agencies should contact the CMAS contractor for copies of the Payee Data Record.

3. DGS Administrative and Incentive Fees

Orders from State Agencies:

The Department of General Services (DGS) will bill each State agency directly an administrative fee for use of CMAS. The administrative fee should NOT be included in the order total, nor remitted before an invoice is received from DGS. This administrative fee is waived for CMAS purchase orders issued to California certified small businesses.

See the current administrative fees in the DGS Price Book (www.dgs.ca.gov/OFS/Price-Book).

Orders from Local Government Agencies:

CMAS contractors, who are not California certified small businesses, are required to remit to DGS an incentive fee equal to a percentage of the total of all local government agency orders (excluding sales tax and freight) placed against their CMAS. The incentive fee is in lieu of local government agencies being billed the referenced DGS administrative fee.

See the current incentive fees in the DGS Price Book.

This incentive fee is waived for CMAS purchase orders issued to California certified small businesses.

The check covering this fee shall be made payable to the Department of General Services, CMAS Unit, and mailed to the CMAS Unit along with the applicable Quarterly Report. See the provision in this CMAS entitled "Contractor Quarterly Report Process" for information on when and where to send these checks and reports.

4. Contractor Invoices

Unless otherwise stipulated, the CMAS contractor must send their invoices to the agency address set forth in the purchase order. Invoices shall be submitted in triplicate and shall include the following:

- CMAS number
- Agency purchase order number
- Agency Bill Code (State Only)
- Line item number
- Unit price
- Extended line item price

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
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- Invoice total

State sales tax and/or use tax shall be itemized separately and added to each invoice as applicable.

The company name on the CMAS, purchase order and invoice must match or the State Controller's Office will not approve payment.

5. Advance Payments

Advance payment is allowed for services only under limited, narrowly defined circumstances, e.g., between specific departments and certain types of non-profit organizations, or when paying another government agency (Government Code (GC) § 11256 – 11263 and 11019).

It is NOT acceptable to pay in advance, except software maintenance and license fees, which are considered a subscription and may be paid in advance if a provision addressing payment in advance is included in the purchase order.

Software warranty upgrades and extensions may also be paid for in advance, one time.

6. Credit Card

The CMAS contractor accepts the State of California credit card (CAL-Card).

A purchase order is required even when the ordering department chooses to pay the CMAS contractor via the CAL-Card.

7. Lease/Purchase Analysis

State agencies must complete a Lease/Purchase Analysis (LPA) to determine best value when contemplating a lease/rental, and retain a copy for future audit purposes (State Administrative Manual (SAM) § 3710).

For short-term rental equipment, the lease/purchase analysis must be approved by the Department of General Services, Office of legal Services.

The lease/purchase analysis for all other purchases must be approved by the Department of General Services, GS SMart State Financial Marketplace. Buyers may contact the GS SMart Administrator, Kris Bianchini via e-mail at kristopher.bianchini@dgs.ca.gov for further information.

8. Leasing

The State reserves the right to select the form of payment for all procurements, be it either an outright purchase with payment rendered directly by the State, or a financing/lease-purchase or operating lease via the State Financial Marketplace (GS SMart and/or Lease SMart). If payment is via the financial marketplace, the Supplier will invoice the State and the State will approve the invoice and the selected Lender/Lessor for all product listed on the State's procurement document will pay the supplier on behalf of the State.

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Buyers may contact the GS SMart Administrator, Kris Bianchini via e-mail at kristopher.bianchini@dgs.ca.gov for further information.

CONTRACTOR QUARTERLY REPORT PROCESS

CMAS contractors are required to submit a detailed CMAS Business Activity Report on a quarterly basis to the CMAS Unit.

This report shall be mailed to:

Department of General Services
Procurement Division – CMAS Unit
Attention: Quarterly Report Processing
PO Box 989052, MS #2-202
West Sacramento, CA 95798-9052

Reports that include checks for incentive fees must be mailed and shall not be e-mailed. All other reports may be e-mailed to the attention of Quarterly Report Processing as follows:

CMAS Unit E-Mail: cmas@dgs.ca.gov

For the full instructions on completing and submitting CMAS Quarterly Business Activity Reports, and a soft copy of a blank quarterly report form, go to the CMAS website (www.dgs.ca.gov/PD/About/Page-Content/PD-Branch-Intro-Accordion-List/Acquisitions/California-Multiple-Award-Schedules) and then select “File a CMAS Quarterly Report”.

Important things to remember regarding CMAS Quarterly Business Activity Reports:

- A report is required for each CMAS, each quarter, even when no new purchase orders are received in the quarter.
- A separate report is required for each CMAS.
- **Each purchase order must be reported only once in the quarter identified by the purchase order date, regardless of when the services were performed, the products were delivered, the invoice was sent, or the payment was received.**
- Purchase orders from State and local government agencies must be separated on the report, as shown in the instructions.
- CMAS contractors must report the sales activity for all resellers listed on their CMAS.
- Any report that does not follow the required format or excludes required information will be deemed incomplete and returned to the CMAS contractor for corrections.
- Taxes and freight must not be included in the report.
- CMAS contractors must attach to their quarterly report a check covering the required incentive fee for all CMAS sales to local government agencies.
- New CMAS agreements and supplements will be approved only if the CMAS contractor has submitted all required quarterly reports and incentive fees.

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
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CMAS Quarterly Business Activity Reports are due in the CMAS Unit within two weeks after the end of each quarter as shown below:

Quarter 1	January 1 to March 31	Due April 15
Quarter 2	April 1 to June 30	Due July 15
Quarter 3	July 1 to September 30	Due October 15
Quarter 4	October 1 to December 31	Due January 15

CONTRACTOR QUARTERLY INCENTIVE FEES

CMAS contractors, who are not California certified small businesses, are required to remit to DGS an incentive fee equal to a percentage of the total of all local government agency orders (excluding sales tax and freight) placed against their CMAS. The incentive fee is in lieu of local government agencies being billed the referenced DGS administrative fee.

See the current incentive fees in the [DGS Price Book](#).

CMAS contractors cannot charge local government agencies an additional charge on a separate line item to cover the incentive fee. The CMAS contractor must include the incentive fee in the price of the products or services offered, and the line item prices must not exceed the applicable base schedule prices.

A local government agency is any city, county, district, or other local governmental body, including the California State University (CSU) and University of California (UC) systems, K-12 public schools and community colleges empowered to expend public funds.

This incentive fee is waived for CMAS purchase orders issued to California certified small businesses.

The check covering this fee shall be made payable to the Department of General Services, CMAS Unit, and mailed to the CMAS Unit **along with the applicable Quarterly Report**. See the provision in this CMAS entitled “Contractor Quarterly Report Process” for information on when and where to send these checks and reports.

OBTAINING COPY OF ORIGINAL CMAS AND SUPPLEMENTS

A copy of a CMAS and supplements, if any, can be obtained at [Cal eProcure](http://caleprocure.ca.gov) (caleprocure.ca.gov). A complete CMAS consists of the following:

- CMAS cover pages (which includes the signature page, ordering instructions and special provisions, and any attachments or exhibits as prepared by the CMAS Unit)
- CMAS Terms and Conditions.
- Base schedule terms and conditions
- Product/service listing and prices
- Supplements, if applicable.

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It is important for the agency to confirm that the required products, services, and prices are included in the CMAS and are at or below base schedule rates. To streamline substantiation that the needed items are in the base schedule, the agencies should ask the CMAS contractor to identify the specific pages from the base schedule that include the required products, services, and prices. Agencies should save these pages for their file documentation.

CONTRACTORS ACTING AS FISCAL AGENTS ARE PROHIBITED

When a subcontractor ultimately provides all of the products or performs all of the services that a CMAS contractor has agreed to provide, and the prime contractor only handles the invoicing of expenditures, then the prime contractor's role becomes that of a fiscal agent because it is merely administrative in nature, and does not provide a Commercially Useful Function (CUF). It is unacceptable to use fiscal agents in this manner because the agency is paying unnecessary administrative costs.

AGENCY RESPONSIBILITY

Each agency is responsible for its own contracting program and purchasing decisions, including use of the CMAS program and associated outcomes.

This responsibility includes, but is not necessarily limited to, ensuring the necessity of the services, securing appropriate funding, complying with laws and policies, preparing the purchase order in a manner that safeguards the State's interests, obtaining required approvals, and documenting compliance with Government Code (GC) § 19130.b (3) for outsourcing services.

It is the responsibility of each agency to consult as applicable with their legal staff and contracting offices for advice depending upon the scope or complexity of the purchase order.

If you do not have legal services available to you within your agency, the DGS Office of Legal Services is available to provide services on a contractual basis.

CONFLICT OF INTEREST

Agencies must evaluate the proposed purchase order to determine if there are any potential conflict of interest issues. See the CMAS Terms and Conditions, Conflict of Interest, for more information.

FEDERAL DEBARMENT

When federal funds are being expended, the agency is required to obtain (retain in file) a signed "Federal Debarment" certification from the CMAS contractor before the purchase order is issued.

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participants; responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

CONTRACTOR TRAVEL

The Travel provision is not applicable to this CMAS.

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LIQUIDATED DAMAGES FOR LATE DELIVERY

The value of the liquidated damages cannot be a penalty, must be mutually agreed upon by agency and contractor and included in the purchase order to be applicable.

ACCEPTANCE TESTING CRITERIA

If the agency wants to include acceptance testing for all newly installed technology systems, and individual equipment, and machines which are added or field modified (modification of a machine from one model to another) after a successful performance period, the test criteria must be included in the purchase order to be applicable.

AMERICANS WITH DISABILITY ACT (ADA)

Section 504 of the Rehabilitation Act of 1973 as amended; Title VI and VII of the Civil Rights Act of 1964 as amended; Americans with Disabilities Act, 42 USC 12101; California Code of Regulations, Title 2, Title 22; California Government Code, Sections 11135, et seq.; and other federal and State laws, and Executive Orders prohibit discrimination. All programs, activities, employment opportunities, and services must be made available to all persons, including persons with disabilities. See Attachment A for Procurement Division's ADA Compliance Policy of Nondiscrimination on the Basis of Disability.

Individual government agencies are responsible for self-compliance with ADA regulations.

Contractor sponsored events must provide reasonable accommodations for persons with disabilities.

DGS PROCUREMENT DIVISION CONTACT AND PHONE NUMBER

Department of General Services
Procurement Division, CMAS Unit
707 Third Street, 2nd Floor, MS 2-202
West Sacramento, CA 95605-2811

Phone # (916) 375-4365

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
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ATTACHMENT A

ADA NOTICE

**Procurement Division (State Department of General Services)
AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE
POLICY OF NONDISCRIMINATION ON THE BASIS OF DISABILITY**

To meet and carry out compliance with the nondiscrimination requirements of the Americans with Disabilities Act (ADA), it is the policy of the Procurement Division (within the State Department of General Services) to make every effort to ensure that its programs, activities, and services are available to all persons, including persons with disabilities.

For persons with a disability needing a reasonable accommodation to participate in the Procurement process, or for persons having questions regarding reasonable accommodations for the Procurement process, please contact the Procurement Division at (916) 375-4400 (main office); the Procurement Division TTY/TDD (telephone device for the deaf) or California Relay Service numbers which are listed below. You may also contact directly the Procurement Division contact person who is handling this procurement.

Important: To ensure that we can meet your need, it is best that we receive your request at least 10 working days before the scheduled event (i.e., meeting, conference, workshop, etc.) or deadline due-date for procurement documents.

The Procurement Division TTY telephone numbers are:

Sacramento Office: 916-376-5127 (CALNET 480-5127)

The California Relay Service Telephone Numbers are:

Voice: 1-800-735-2922, or 7-1-1

Speech to Speech Service: 1-800-854-7784



SPORT

CONSULTANTS & CRAFTSMEN

PROPOSAL

Khary Knowles
4350 Otay Mesa Rd.
San Ysidro, CA 92173

Date: 4/4/2024
Sales Person: SCOTT

Job Number: 65000
Job Name: Sunset ES
Contract:

PROPOSAL AMOUNT
\$310,996.00

Payment in full is due upon completion of project

PROPOSAL INCLUDES THE FOLLOWING:

Shaw Imagination Discovery	\$133,500.00
Silica Sand	\$21,000.00
Shock Pad	\$124,200.00
Freight	\$10,000.00
Sales Tax	\$22,296.00

Quote does not include sudries i.e. seeming tape, adhesive, etc.

- A production order cannot be cancelled.
- A stock order may be cancelled with a restocking charge of up to 25%

Additional Terms

*Customer shall pay for project materials in full upon receipt.
 *Customer will make monthly payments based on project progress accomplished since the last monthly billing. Progress invoices shall be paid upon receipt.

Sincerely,

SCOTT BOHRER
EXECUTIVE DIRECTOR

SIGN IN BOX AT RIGHT TO ACCEPT PROPOSAL



RENDERING NOTES

1. NONE



PRODUCT: TBD
AREA: TBD
INFILL TYPE: RUBER/SAND
INFILL RATIO: TBD
INSTALLER: TBD

SUNSET ELEMENTARY SCHOOL
 ALL GREEN
 SAN DIEGO, CA
 RENDERING

JOB #: #####
DATE: 3/18/2024
DRAWN BY: Roger Chastain

T	R
6.7	OF 15

NOT FOR PRODUCTION



PO/Authorization Request

PO/Authorization Request

Project: **SSES-Turf-Sunset Elementary School - Artificial Turf Replacement** Contract: **W2W Sport** Type: **Supply/Other**

Contract Summary

Contract: W2W Sport	Contract Date: 04/25/24	Initial Contract: \$ 310,996.00
Vendor#:	NTP Date:	Changes: \$ -
Vendor: Town & Country Flooring DBA W2W	Duration Days: 0	Contract Amt: \$ 310,996.00
350 10th Avenue, Ste 1000	CC Date:	
San Diego, California 92101	NOC Date:	
Contact:	Description: Artificial Turf and Materials SSES	Less Expended: \$ -
		Less Withholding: \$ -
		Available Bal: \$ 310,996.00

Routing List

Review / Approval	Date	Signature/Initials
COLBI - FAST Tech B	04/18/2024	<i>Amy Moore</i>
COLBI - FAST Tech A	04/18/2024	<i>Khary B. Knowles</i>
Asst. Supt - Admin/Ldrshp/SS&S		
Acctng. Tech III -A		
COLBI - FAST Tech B		

Amount To Authorize: \$310,996.00

Need Resource Number

Accounting Data (PO Trans)

Accounting Code String (ACS)	PO Number	Date	Authorized	PO Type	Description
2139-90102XX-0000-8500-6200-076-318	TBD	04/25/24	310,996.00	Contract	Artificial Turf and Materials SSES
Totals:			310,996.00		