

BIGGS UNIFIED SCHOOL DISTRICT

HIGH PERFORMANCE FACILITIES CONTRACT

Issue Date: November 16, 2011

Bid Submittal and Opening Date:
Thursday, December 1, 2011

Time: 10:00 am

Place:
Biggs Unified School District Office
300 B Street
Biggs, CA 95917

Biggs Unified School District

300 B STREET, BIGGS, CALIFORNIA 95917
(530)868-1281

Doug Kaelin
Superintendent

January 30, 2012

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

Dear Mr. Sarich,

Thank you for submitting your bid for the (High Performance Facilities Contract). We are pleased to inform you that the Biggs Unified School District Board of Education has awarded American Modular Systems the contract as the lowest responsible bidder at the board meeting held on December 13, 2011.

Thank you for your participation in this process.

We look forward to working with you.

Sincerely,



Pamela Ragan
Financial Officer
Biggs Unified School District

Minutes
BIGGS UNIFIED SCHOOL DISTRICT
SPECIAL MEETING OF THE BOARD OF TRUSTEES
December 13, 2011

OPEN SESSION

CALL TO ORDER:

Kathryn Sheppard called the meeting to order at 6:30 p.m.

ROLL CALL:

Board members present: Terry Lattemore, Kris Scott, Kathryn Sheppard, Dennis Slusser, and Kari Wheeler

Staff present: Doug Kaelin, Superintendent, Judy Jennings, Human Resources Officer, and Pam Ragan, Financial Officer

PLEDGE OF ALLEGIANCE:

APPROVAL OF AGENDA:

The Board approved the Addendum to the Agenda. MSCU (Wheeler/Slusser) 5/0

The Board approved the agenda with the addition of Action Item "D". MSCU (Wheeler/Slusser) 5/0

APPROVAL OF MINUTES :

Minutes of December 7, 2011 were approved. MSCU (Wheeler/Lattemore) 5/0

1. AUDIT REPORT

Joy McNulty, with Matson and Isom Accountancy Corporation, reported on the 2010-2011 Independent Audit. The report recommended that the number of eligible meals reported on the cafeteria reimbursement claim forms should agree with the monthly meal count records. Ms. McNulty stated the student body cash receipts need to be deposited in a timely manner. There were no audit adjustments, which means the revenue and expenses were reported correctly.

2. PUBLIC COMMENT

There were no public comments.

3. REPORTS

A. SUPERINTENDENT'S REPORT:

B. HIGH SCHOOL AND CDS PRINCIPAL'S REPORT:

The Superintendent reported on finals week at the high school; maintenance and custodial projects scheduled for the winter break; he submitted information from California Association of School Business officials regarding trigger reductions in the state budget and an approximate loss to the District transportation budget of \$60,000.

4. ACTION ITEMS

A. Approve Certification for the 2010-2011 Independent Audit

The Board approved the Independent Audit. MSCU (Lattemore/Slusser) 5/0

B. Adopt First Interim Budget for 2011/2012

Pam Ragan gave a report on the budget. The Superintendent stated the use of substitute teachers and legal fees were down this year. There was a discussion whether the Richvale School could sustain itself financially. The Superintendent discussed starting an "Early Start" kindergarten program.

The Board adopted the modified MYP and budget. MSCU (Lattemore/Wheeler) 5/0

C. Approve Bid for High Performance Facilities Contract with American Modular Systems, Inc.

The Board approved the bid. MSCU (Slusser/Scott) 5/0

- D. Revocation of Resolution 2011/12 #5 – in the Matter of the Reduction of Classified School Services for the 2011/2012 School Year

The Board revoked Resolution 2011/12 #5. MSCU (Slusser/Lattermore) 5/0

5. INFORMATION ITEMS

A. First Reading of Board Policies Series 0000 through 9000

The Board will adopt these policies at its January 4, 2012 regular Board Meeting. The Board suggested updated policies be brought to the Board three times a year.

6. FUTURE ITEMS FOR DISCUSSION

Kathryn Sheppard would like accountability at the school sites on progress with District goals using Data Director and evaluations. Kris Scott stated envelopes were ready to go to the middle grades to start the parent connection with the online system.

The Board discussed the Aeries System and Data Director. Terry Lattermore suggested a consultant be hired to develop full use of those programs.

The Board adjourned to closed session at 7:44 PM.

CLOSED SESSION

1. Classified, Certificated, Classified Confidential, and Management Personnel Discipline, Dismissal and/or Release; Pursuant to Government Code Section 54957
2. Public Employee Performance Evaluation of Classified, Certificated, Classified Confidential, Management and Superintendent; Pursuant to Government Code Section 54957
3. Litigation; Pursuant to Government Code Section 54956.9
4. Instructions to Board Negotiators, Superintendent and Board Member; Pursuant to Government Code Section 54957.6(a)

OPEN SESSION

The Board adjourned to open session at 8:00 PM

1. ANNOUNCEMENT OF ACTIONS TAKEN IN CLOSED SESSION

There were no actions taken in closed session.

Dennis Slusser asked about a master school calendar and the sound system.

ADJOURNMENT

The meeting was adjourned at 8:09 PM.

MINUTES APPROVED AND ADOPTED:

1-4-12



Presiding Chairman

Distribution: Board of Trustees, Superintendent, Elementary School Principal, Financial Officer/Administrative Advisor, BUTA and CSEA Presidents, Student Representative, Student Government Class, Gridley Herald, District Office and Schools for Posting, and Official Record.

PROOF OF PUBLICATION

No. BIGGS UNIFIED SCHOOL DIST

In The Matter of

BID FOR HIGH PERFORMANCE

CONTRACT

(State of California)
(County of Butte) as
The undersigned resident of the County of
Butte, State of California, says:

That I am, and at all time herein mentioned
was a citizen of the United States and not a party
to nor interested in the above entitled matter;
that I am the principal clerk of the printer and
publisher of:

The Gridley Herald

That said newspaper is one of general
circulation as defined by Section 6000
Government Code of the State of California,
Case No. 27,207 by the Superior Court of the
State of California, in and for the County of
Butte; that said newspaper at all times herein
mentioned was printed and published twice a
week (on Wednesdays and Fridays) in the City
of Gridley and County of Butte; that the notice
of which the annexed is a true printed copy, was
published in said newspaper on the following
days:

NOVEMBER 16, 23, 2011

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

Dated NOVEMBER 23, 2011
at Gridley, California

ALICE JOHNSON

(Signature)

Bid For High Performance Contract

**Biggs Unified School District
Biggs, CA**

SEALED BIDS WILL BE RECEIVED BY THE BIGGS UNIFIED SCHOOL DISTRICT

ON Thursday, December 1, 2011

ON OR BEFORE 10AM FOR THE FOLLOWING:

High Performance Facilities Contract, BIGGS, CA

Plans and specifications can be obtained on November 16, 2011 at Office of Superin-
tendent, Biggs Unified School District Office, 300 B Street, Biggs, CA 95917 or by call-
ing (530) 868-1281. The cost of shipping will be charged plus a fee of \$100 per set
which is refundable upon prompt return of set. The District has the right to reject all
bids.

Publish: November 16, 23, 2011

(The Gridley Herald)

High Performance Facilities Contract

Manufacture, Installation, and construction of prefabricated, modular, clear span buildings described in Title 2, Division 2, Chapter 2, Article 5, C.C.R., for purchase and/or lease thereof including certain furnishings and equipment.

INDEX OF CONTRACT DOCUMENTS

	<u>PAGES</u>
Index	1 only
Notice to Bidders Calling for Bids	1 only
Information for Bidders	1-6 incl.
Additional Public Agency List	1-12 incl.
Bid Form, Bid Matrix, Unit Price Matrix, Designation of Subcontractors	1-11 incl.
Contractors Certificate Regarding Workman's Compensation	1 only
Bid Bond	1 only
Performance Bond	1 only
Payment Bond	1 only
Noncollusion Affidavit	1-3 incl.
Drug-Free Workforce Certification	1-2 incl.
Escrow Agreement	1-3 incl.
Contractor Certification Form	1 only
Agreement	1-2 incl.
Change Order Form	1 only
Guarantee	1 only
DVBE Resource Packet	1-9 incl.
General Conditions	1-36 incl.
Supplementary General Conditions	1-2 incl.
Special Conditions	1-3 incl.
Design Specifications	1 only
Technical Specifications	1-19 incl.
Modular Elevator Specifications	1-6 incl.
Bid Plans	1-3 incl.

NOTICE TO CONTRACTORS CALLING FOR BIDS

NOTICE IS HEREBY GIVEN that the Biggs Unified School District of Butte County, California, acting by and through its Governing Board, hereinafter referred to as the District; and/or owner will receive up to, but not later than 10:00 o'clock am of the 1st day of December, 2011, sealed bids for the award of a contract for the High Performance Facilities Contract.

All bids shall be made and presented on a form furnished by the District, Bids shall be received in the office of the Superintendent at Biggs Unified School District, 300B Street, Biggs, CA 95917.

Each bidder must conform and be responsive to the contract documents, copies of which are on file and may be obtained from the Biggs Unified School District.

Each bidder may obtain One (1) set(s) of drawings and specifications upon deposit of One Hundred Dollars (\$100) per set. The deposit will be refunded if the drawings and specifications are returned in good condition within Thirty (30) days after bid opening. All checks shall be made payable to the above named District.

Each bid shall be accompanied by (1) the security referred in the contract documents; (2) the list of proposed subcontractors; and (3) the Noncollusion Affidavit.

The District has obtained from the Director of Department of Industrial Relations the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in the locality in which the work is to be performed for each craft, classification or type of work needed to execute the contract. Holiday rates shall be paid as specified in the collective bargaining agreement applicable to each particular craft, classification or type of work employed on the project.

Copies of schedules of rates so determined are on file at the District's principal office and are available to any interested party upon request.

In accordance with section 1773.2 of the California Labor Code, the Contractor shall post a copy of the determination of prevailing rate of wages at each job site.

The Schedule of per diem wages is based upon a working day of (8) hours. The rate for holiday and overtime work shall be at time and one-half.

The Contractor and any subcontractor(s) shall pay not less than the specified prevailing rates of wages to all workers employed by them in the execution of the contract.

Bids must be accompanied by a bidder's bond, cashier's check, or certified check for at least ten percent (10%) of the amount of the base bid and made payable to the Owner. If a bid bond is used, it must be issued by an Admitted Surety (an insurance organization authorized by the Insurance Commissioner to transact surety Insurance in the State of California during the calendar year, which shall be given as a guarantee that the bidder will enter into a Contract if awarded the Work and will be declared forfeited, paid to, or retained by the Owner as liquidated damages if the bidder refuses or neglects to enter into the Contract provided by the Owner after being requested to do so.

The successful bidder will be required to furnish a Payment (Labor and Material) Bond in the amount of one hundred percent (100%) of the Contract Sum, and a Faithful Performance Bond in the amount of one hundred percent (100%) of the Contract Sum, said bonds to be secured from an Admitted Surety (an insurance organization authorized by the Insurance Commissioner to transact business of Insurance in the State of California during this calendar year), and satisfactory to the Owner. The bidder will be required to furnish insurance as set forth in the Contract Documents.

In accordance with provisions of Public Contract Code Section 22300, substitution of eligible and equivalent securities for any monies withheld to ensure performance under this contract will be permitted at the request and expense of the Contractor.

Each bidder shall possess at the time this contract is awarded a class B contractor's license, pursuant to Public Contract Code Section 3300. The successful bidder must maintain the license throughout the duration of this contract.

No bidder may withdraw his bid for a period of Sixty (60) days after the date set for the opening of the bids.

The District reserves the right to reject any and all bids or to waive irregularities in any bid.

Publication Published Dates
Wednesday, November 16, 2011
Wednesday, November 23, 2011

Board of Education
Biggs Unified School District

INFORMATION FOR BIDDERS

High Performance Facilities Contract

1. Project Description. The District is committed to promoting environmental education and stewardship to all its students. With this High Performance Facilities Contract, the District can address an increasing student population, shrinking budgets, and aging buildings that make it difficult for students to learn in a healthy, productive environment. Utilizing green sustainable modular construction will allow the District to provide eco-friendly structures and reduce its energy requirements with less disruption of traditional construction. These High Performance Facilities will promote the use of renewable resources and environmental responsibility, combining the cleanest materials with the latest sustainable technology to provide a complete green solution.
2. Preparation of Bid Form. The District invites bids on the attached form to be submitted at such time and place as stated in the Notice to Contractors Calling for Bids. All blanks on the bid form must be appropriately filled in and all prices must be stated in figures. All bids must be submitted in sealed envelopes bearing on the outside the name of the bidder, his address, and the name of the project for which the bid is submitted. It is the sole responsibility of the bidder to see that his bid is received in proper time. In accordance with Government Code Section 53068. Any bid received after the scheduled closing time for receipt of bids will be returned to the bidder unopened. Bidder must submit prices on all line items listed. Failure to do so will render the bidder non-responsive.
3. Bid Security. Each bid shall be accompanied by a certified or cashiers check payable to the District, executed by the bidder as principal and a satisfactory surety company as surety, in an amount not less than ten percent (10%) of the maximum amount of the bid. The check or bid bond shall be payable to the District and shall be given as a guarantee that the bidder shall execute the contract if it be awarded to him in conformity with the contract documents and shall provide the surety bond or bonds as specified therein within five (5) days after receipt to the District's Notice of Intent to Award Contract. For purpose of determining the bid security, "the amount of the bid" shall be a total of:
 - A. The total Base Bid Amount of one each of the building types (s) bid.
4. Signature. The bid must be signed in the name of the bidder and must bear the signature in longhand of the person or persons duly authorized to sign the bid. If the bidder is a corporation, the legal name of the corporation shall first be set forth together with two signatures: one from among the chairman of the board, president, or vice president, and one from among the secretary, chief financial officer, or assistant treasurer. Alternatively, the signature of the other authorized officers or agents may be affixed, if duly authorized by the corporation. Such documents shall include the title of such signatures below the signature and shall bear the corporate seal. If the bidder is a joint venture f partnership, there shall be submitted with the bid, certifications signed by authorized officers of each of the parties to the joint venture or partnership, naming the individual who shall sign all necessary documents for the joint venture or partnership and, should the joint venture or partnership be the successful bidder, the individual who shall act in all matters relative to the Contract resulting therefrom for the joint venture or partnership. If the bidder is an individual, his/her signature shall be placed on such documents.
5. 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.
6. Erasure, Inconsistent or Illegible Bids. The bid submitted must not contain any erasure, interlineations, or other corrections unless each suitably authenticated by affixing in the margin immediately opposite the correction, the surname of the person or persons signing the bid. In the event of inconsistency between words and figures in the bid price, words shall control the figures.

7. 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.
8. Agreement and Bonds. The Agreement form which the successful bidder as Contractor, will be required to execute, and the forms and amounts of surety bonds, which such contractor will be required to furnish at the time of execution of the appropriate Agreement, are included in the Contract documents and should be carefully examined by the bidder. The required number of executed copies of the Agreement, the Performance Bond and the payment Bond is as specified in the Supplementary General Conditions.
9. Interpretation of Plans and Documents. If any prospective bidder is in doubt as to the true meaning of any part of the Contract documents, or finds discrepancies in, or omissions for the drawings and specification, he may submit to the District a written request for an interpretation or correction thereof. The bidder submitting the request shall be responsible for its prompt delivery. Any interpretations or corrections of the Contract documents will be made only by addendum duly issued and a copy of such addendum will be mailed or delivered to each person receiving a set of the contract documents. No oral interpretations of any provision in the contract documents will be made to any bidder nor shall any oral interpretation be binding on the District.
10. Bidders Interested in More Than One Bid. No person, firm, or corporation shall be allowed to make or file or be interested in more than one bid for the same work unless alternate bids are specifically called for. A person, firm, or corporation that has submitted a subproposal to a bidder, or that has quoted prices of materials to a bidder, is not hereby disqualified from submitting a proposal or quoting prices to other bidders or making a prime proposal.
11. Award on Contract. The District reserves the right to reject any or all bids, or to waive any irregularities or informalities in any bids or in the bidding. The award of the Contract, if made by the District, will be the lowest responsible bidder. In the event an award is made to bidder, and such bidder fails to or refuses to execute the Contract, and provide the required documents within five (5) days after notification of the award of the contract to bidder, the District may award the contract to the next low bidder or release all bidders. If two identical low bids are received from responsible bidders, the District will determine which bid will be accepted pursuant to Public Contract Code Section 20117. The basis of award of the bid will be based on total sum the Base Bid Line Items of Building Types "A-HP" through "F-HP" including plans and specification.
12. Alternatives. If alternative bids are called for, the Contract shall be awarded at the election of the Board of Education to the lowest responsible bidder on the base bid.
13. Evidence of Responsibility. Upon the request of the District, a bidder whose bid is under consideration for the award of the Contract shall submit promptly to the District, satisfactory evidence showing the bidder's financial resources, his construction experience, and his organization available for the performance of the Contract. Bidder must have a (factory) manufacturing facility.
14. Listing Subcontractors. Each bidder shall submit a list of all proposed subcontractors to be used on projects within the base bid 200-mile radius. When using subcontractors other than those listed, the Contractor shall request a written release from the listed subcontractor and shall maintain such release through the contract period. Such release shall be available to the District for review upon request.

15. Workers' Compensation. In accordance with the provisions of Section 3700 of the Labor Code, the successful bidder as Contractor shall secure the payment of compensation to all employees. Contractor shall sign and file with the District the following certificate prior to performing the work under this Contract: "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 to undertake self-insurance in accordance with the provisions of the code, and I will comply with such provisions before commencing the performance of the work of this Contract.", the form of such certificate is included as part of the Contract documents.
16. Contract Procedures. The Contract Document contemplates the following procedure following receipt of bids:
- A. Following Notice of Intent to Award, the successful bidder shall post the Performance Bond, Workers' Compensation Certificate, and Certificate of Insurance, return executed copies of the Contract Agreement.
 - B. When/If subsequent orders are to be placed on this bid, District will follow the same procedure as outlined above.
17. 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.
18. Forfeiture for Failure to Post Security and Executive Agreement. In the event that the bidder to whom Notice of Intent to Award contract is given fails or refuses to post the required bonds and certificates of insurance and return executed copies of the appropriate agreement form within (5) calendar days from the date of receiving said Notice of Intent to Award, the District may declare the bidder's bid deposit or bond forfeited as damages caused by the failure of the bidder to post such security and execute such copies of the appropriate agreement for High Performance Facilities Contract and may give Notice of Intent to Award Contract to the next lowest responsible bidder, or may call for new bids.
19. Work 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 Thirty-five (35) calendar days from and after the date stated in the Notice To Proceed.

The Phase II work shall be commenced on the date stated in the District's Notice to Proceed with Phase II along with the stamped approved plans and specifications by the Division of the State Architect.

Work shall be as delineated in the "Supplementary General Conditions" and the Information to Bidders."

- A. 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, subject to that the site has been properly prepared by the District
 - B. Modular Building(s) with concrete foundations shall be completed within one hundred twenty (120) calendar days of the approval date of the Division of the State Architect. Two-story projects shall be completed within 180 days unless otherwise agreed with the District.
 - C. Phase II completion for multiple installations shall be negotiated and so identified in the Purchase Order or Notice to Proceed.
20. Liquidated Damages. Damages for failure of the Contractor to complete the total work described herein within the time limits required shall be as set forth in the Supplementary General Conditions.

21. Surety Qualification. All surety companies, which are admitted surety insurers pursuant to California Code of Civil Procedures Section 995.120 comply with the provisions of California Code of Civil Procedure Section 995.630 and 995.660 shall be satisfactory to the District.
22. Contractor's License. If at any time the bids are opened, bidder is not licensed to perform the project in accordance with Division 3, Chapter 9 of the Business and Professions Code of the State of California and the Notice to Contractors Calling for Bids, such bid will not be considered.
23. Hold Harmless. The Contractor shall indemnify and hold harmless the District, its officers, agents, and employees from every claim or demand made, and every liability, loss, damages, or expense, of any nature whatsoever, which may be incurred as follows:
- A. Liability for damages for (1) death of bodily injury to persons; (2) injury to, loss or theft of property; or (3) any other loss, damage or expense arising upon or in connection with the work called for in this Agreement, except for liability resulting from the sole negligence, or willful misconduct of the District, its officers, employees, agents or independent contractors who are directly employed by the District, and except for liability resulting from the active negligence of the District.
 - B. All injury to or death of persons or damage to property caused by any act, neglect, default of the Contractor, of any person, firm, or corporation employed by the Contractor either directly or by independent contract, including all damages due to loss or theft sustained by any person, firm or corporation including the District, arising out of, or in any way connected with the work covered by this Agreement, whether said injury or damage occurs either on or off school district property, if the liability arose from the negligence or willful misconduct or anyone employed by the Contractor, either directly or by independent contract, and not by the active negligence of the District.
 - C. The Contractor, at Contractor's own expense, cost and risk shall defend any and all actions, suits, or other proceedings that may be brought or instituted against the District, its officers, agents or employees, on any such claim or liability, and shall pay or satisfy any judgment that may be rendered against the District, its officers, agents or employees in any action, suit or other proceedings as a result thereof.
24. "Or Equal". Pursuant to Section 3400 of Public Contract Code, all specifications shall be deemed to include the words "or equal", provided however that permissible exceptions hereto shall be specifically noted in the specifications. (See also Article 48 of General Conditions.)
25. Employment of Apprentices. All Contractors and subcontractors shall comply with the provisions in Section 1775.5, 1777.6, and 1777.7 of the California Labor Code concerning the employment of apprentices. (See also Article 53 of the General Conditions.)
26. Covenant Against Contingent Fees. The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract to be executed as a result of this request for proposals upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the District shall have the right to terminate any Contract that may be entered into which Contractor and, in his sole discretion, to deduct from the contract price of consideration, or otherwise recover, the full amount of such commission, percentage, and brokerage or commission fee.
27. Anti-Discrimination. It is the policy of the District that in connection with all work performed under Contract, there be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age or marital status. The Contractor agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment Practice Act, beginning with Government Code Section 12940 et. Seq. And Labor Code Section 1735. In addition, the Contractor agrees to require like compliance by any subcontractors employed on the work by such Contractor.

28. Drug-Free Workplace Certification. Pursuant to Government Code Section 8350 et. Seq., the successful bidder will be required to execute a Drug-Free Workplace Certificate upon execution of the Agreement. The Contractor will be required to take positive measures outlined in the certificate in order to ensure the presence of the drug-free workplace. Failure to abide with the conditions set forth in the Drug-Free Workplace Act could result in penalties including termination of the Agreement or suspension of payment thereunder.
29. Contractor's Experience and Employee Criteria. The Contractor is to have at least five (5) 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.
30. Labor Compliance Program. This contract is ☐ is not ☒ subject to a labor compliance program, as described in subdivision (b) of Section 1771.5 of the Labor Code. If this Contract is subject to the requirements of Section 1771.7 of the Labor Code, the District is required to initiate and enforce a labor compliance program, as described in subdivision (b) of Section 1771.5 of the Labor Code. The law required that District's labor compliance program shall include, but not be limited to, the following requirements:
- A. All bid invitations and public works contracts shall contain appropriate language concerning the requirements of this chapter.
 - B. A pre-job conference shall be conducted with the Contractor and subcontractors to discuss federal and state labor law requirements applicable to the Contract.
 - C. Project Contractors and subcontractors shall maintain and furnish, at a designated time, a certified copy of each payroll containing a statement of compliance signed under penalty of perjury.
 - D. The District shall review, and, if appropriate, audit payroll records to verify compliance with this chapter.
 - E. The District shall withhold contract payments when payroll records are delinquent or inadequate.
 - F. The District shall withhold contract payments equal to the amount of underpayment and applicable penalties when, after investigation, it is established that underpayment has occurred.

The District shall enforce a labor compliance program. The labor compliance program which is approved by the Director of the Department of Industrial Relations (the "Labor Compliance Program") is incorporated by reference into the Contract and it will be enforced as required by state law and regulations and the Director of the Department of Industrial Relations.

In accordance with subdivision (b) (1) of Section 1771.5 of the Labor Code, the following notice is given: Contractor and any subcontractors are required to review and comply with the provisions of the California Labor Code, Part 7, Chapter 1, beginning with Section 1720, and the regulations of the Department of Industrial Relations implementing those provisions as more fully discussed in the Contract Documents and the labor compliance program as currently adopted by the District which is included with the bid documents. These statutory and regulatory provisions contain specific requirements, for example, concerning the determination and payment of prevailing wages, retention, inspection and auditing of payroll records, use of apprentices, payment of overtime compensation, securing of workers compensation insurance, and various criminal penalties or fines which may be imposed for violations of the requirements of the chapter. Submission of a bid constitutes Contractor's representation that it has thoroughly reviewed these requirements.

31. Disabled Veterans Participation Goals. For this bid – see enclosed forms.

32. Background Clearance Requirements. The Contractor shall comply with the requirements of Assembly Bill 1610 and Education Code Section 45125.1, including but not limited to the following:

1. Obtain California Department of Justice (CDOJ) clearance for Contractor employees as required. (EC45125.1)
2. Prohibit its employees from coming into contact with pupils until CDOJ clearance is ascertained. (EC45125.1 (e))
3. Provide written certification to the School District Administrator for this contract that none of its employees who may come into contact with pupils have been convicted of a violent or serious felony. (EC45125.1(f))
4. Provide a list of the names of its employees who may come into contact with pupils to the School District Administrator for this Contract. (EC45125.1(f)) This list shall be timely revised and shall be by school site as appropriate.

33. Contract Period. The Contract Term is one (1) year after award of Bid, and may be extended for additional one (1) year periods in accordance with provisions contained in the Education Code for a total of five (5) years. The prices set forth in this Bid Form, which the District shall pay the Contractor, are to remain firm until December 31, 2012. Adjustments, if approved by the District, for subsequent years may be adjusted quarterly beginning in January 2013, pursuant to the following formula 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 2013. The price adjusted shall be calculated as follows: The original contract price multiplied by the Office of Public School Construction Class B index ending the month prior to the current 3-month period subtracted from the December 2011 B index. The price adjustment for each 3-month period shall use the same formula applied against the original price. Example: 1.56 (June 2011 index) minus 1.58 (November 2011 index) = $.02$ or 2% [http://www.opsc.dgs.ca.gov/Resourceinformation/Const Cost Indices.htm](http://www.opsc.dgs.ca.gov/Resourceinformation/Const%20Cost%20Indices.htm) The Contractor is responsible for requesting all price increases.

34. Other School District, Community Colleges, California State Universities, and other Public Agencies. Pursuant to Public Contract Code Sections 20652 and 20118, other School District, public agencies political subdivisions, municipalities and tax supported agencies in the State of California, including, but not limited to Cities, Counties, County Office Educations, State Agencies, and Public School Districts may purchase modular 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.

- A. Modifications may be required for specific regional locations. These items may include but not be limited to Wind Loading, Heating, Ventilation, Cooling, and Roof Loading. Additional cost will be required for modifications under this item.

Option Granted  _____

Option Not Granted _____

The following entities are eligible to purchase from this Contract:

ADDITIONAL PUBLIC AGENCY LIST

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

ALAMEDA COUNTY

Office of the Alameda County Superintendent of Schools

Alameda City Unified School District
Albany City Unified School District
Berkeley Unified School District
Castro Valley Unified School District
Dublin Joint Unified School District
Emery Unified School District
Fremont Unified School District
Hayward Unified School District
Livermore Valley Joint Unified School District
Mountain House Elementary School District
New Haven Unified School District
Newark Unified School District
Oakland Unified School District
Piedmont City Unified School District
Pleasanton Unified School District
San Leandro Unified School District
San Lorenzo Unified School District
Sunol Glen Unified School District

ALPINE COUNTY

Office of the Alpine County Superintendent of Schools

Alpine County Unified School District

AMADOR COUNTY

Office of the Amador County Superintendent of Schools

Amador County Unified School District

BUTTE COUNTY

Office of the Butte County Superintendent of Schools

Bangor Union Elementary School District
Biggs Unified School District
Chico Unified School District
Durham Unified School District
Feather Falls Union Elementary School District
Golden Feather Union Elementary School District
Gridley Unified School District
Manzanita Elementary School District
Oroville City Elementary School District
Oroville Union High School District
Palermo Union School District
Paradise Unified School District
Pioneer Union Elementary School District
Thermalito Union School District

CALAVERAS COUNTY

Office of the Calaveras County Superintendent of Schools

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

COLUSA COUNTY

Office of the Colusa County Superintendent of Schools

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

CONTRA COSTA COUNTY

Office of the Contra Costa County Superintendent of Schools

Acalanes Union High School District
Antioch Unified School District
Brentwood Union School District
Byron Union Elementary School District
Canyon Elementary School District
John Swett Unified School District
Knightsen Elementary School District
Lafayette Elementary School District
Liberty Union High School District
Martinez Unified School District
Moraga Elementary School District
Mt. Diablo Unified School District
Oakley Union Elementary School District
Orinda Union Elementary School District
Pittsburg Unified School District
San Ramon Valley Unified School District
Walnut Creek Elementary School District
West Contra Costa Unified School District

DEL NORTE COUNTY

Office of the Del Norte County Superintendent of Schools

Del Norte County Unified School District

EL DORADO COUNTY

Office of the El Dorado County Superintendent of Schools

Black Oak Mine Unified School District
Buckeye Union Elementary School District
Camino Union Elementary School District
El Dorado Union High School District
Gold Oak Union School District
Gold Trail Union School District
Indian Diggings Elementary School District
Lake Tahoe Unified School District
LaTrobe School District
Mother Lode Union Elementary School District
Pioneer Union Elementary School District

Placerville Union Elementary School District
Pollock Pines Elementary School District
Rescue Union Elementary School District
Silver Fork Elementary School District

FRESNO COUNTY

Office of the Fresno County Superintendent of Schools

Alvina Elementary School District
American Union Elementary School District
Big Creek Elementary School District
Burrel Union Elementary School District
Caruthers Union Elementary School District
Caruthers Union High School District
Central Unified School District
Clay Joint Elementary School District
Clovis Joint Unified School District
Coalinga/Huron Joint Unified School District
Firebaugh-Las Deltas unified School District
Fowler Unified School District
Fresno Unified School District
Golden Plains Unified School District
Kerman Unified School District
Kings Canyon Joint Unified School District
Kingsburg Joint Union Elementary
Kingsburg Elementary Community Charter School District
Kingsburg Joint Union High School District
Laton Joint Unified School District
Mendota Unified School District
Monroe Elementary School District
Orange Center Unified School District
Pacific Union Elementary School District
Parlier Unified School District
Pine Ridge Elementary School District
Raisin City Elementary School District
Riverdale Joint Unified School District
Sanger Unified School District
Selma Unified School District
Sierra Unified School District
Washington Colony Elementary School District
Washington Union High School District
West Fresno Elementary School District
West Park Elementary School District
Westside Elementary School District

GLENN COUNTY

Office of the Glenn County Superintendent of Schools

Capay Joint Union Elementary School District
Hamilton Union Elementary School District
Hamilton Union High School District
Lake Elementary School District
Orland Joint Unified School District
Plaza Elementary School District
Princeton Joint Unified School District
Stony Creek Joint Unified School District
Willows Unified School District

HUMBOLDT COUNTY

Office of the Humboldt County of Superintendent of Schools

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

IMPERIAL COUNTY

Office of the Imperial County Superintendent of Schools

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

INYO COUNTY

Office of the Inyo County Superintendent of Schools

Big Pine Unified School District
Bishop Union Elementary School District

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

KERN COUNTY

Office of the Kern County Superintendent of Schools
Arvin Union Elementary School District
Bakersfield City Elementary School District
Beardsley Elementary School District
Belridge Elementary School District
Blake Elementary School District
Buttonwillow Union Elementary School District
Caliente Union Elementary School District
Delano Joint Union High School District
Delano Union Elementary School District
Di Giorgio Elementary School District
Edison Elementary School District
El Tejon Elementary School District
Elk Hills Elementary School District
Fairfax Elementary School District
Fruitvale Elementary School District
General Shafter Elementary School District
Greenfield Union
Kern High School District
Kernville Union Elementary School District
Lakeside Union Elementary School District
Lamont Elementary School District
Linns Valley-Paso Flat Union Elementary School District
Lost Hills Union Elementary School District
Maple Elementary School District
Maricopa Unified School District
McFarland Unified School District
McKittrick Elementary School District
Midway Elementary School District
Mojave Unified School District
Muroc Joint Unified School District
Norris School District
Panama-Buena Vista Union School District
Pond Union Elementary School District
Richland-Lerdo Elementary School District
Rio Bravo-Greeley Union Elementary School District
Rosedale Union Elementary School District
Semtropic Elementary School District
Sierra Sands Unified School District
South Fork Union Elementary School District
Southern Kern Unified School District
Standard Elementary School District
Taft City Elementary School District
Taft Union High School District
Tehachapi Unified School District
Vineland Elementary School District
Wasco Union Elementary School District
Wasco Union High School District

KINGS COUNTY

Office of the Kings County Superintendent of Schools
Armona Union Elementary School District
Central Union Elementary School District
Corcoran Joint Unified School District
Delta View Joint Union Elementary School District
Hanford Elementary School District
Hanford Joint Union High School District
Island Union Elementary School District
Kings River-Hardwick Union Elementary School District
Kit Carson Union School District
Lakeside Union Elementary School District
Lemoore Union Elementary School District
Lemoore Union High School District
Pioneer Union Elementary School District
Reef-Sunset Unified School District

LAKE COUNTY

Office of the Lake County Superintendent of Schools
Kelseyville Unified School District
Konocti Unified School District
Lakeport Unified School District
Lucerne Elementary School District
Middleton Unified School District
Upper Lake Union Elementary School District
Upper Lake Union High School District

LASSEN COUNTY

Office of the Lassen County Superintendent of Schools
Big Valley Joint Unified School District
Fort Sage Unified School District
Janesville Union Elementary School District
Johnstonville Elementary School District
Lassen Union High School District
Ravendale-Termo Elementary School District
Richmond Elementary School District
Shafter Union School District
Susanville School District
Westwood Unified School District

LOS ANGELES COUNTY

Office of the Los Angeles County Superintendent of Schools
A.B.C. Unified School District
Acton-Agua Dulce Unified School District
Alhambra City Elementary School District
Alhambra City High School District
Antelope Valley Union High School District
Arcadia Unified School District
Azusa Unified School District
Baldwin Park Unified School District
Bassett Unified School District
Bellflower Unified School District
Beverly Hills Unified School District
Bonita Unified School District
Burbank Unified School District

Castaic Union School District
 Centinela Valley Union High School District
 Charter Oak Unified School District
 Claremont Unified School District
 Compton Unified School District
 Covina-Valley Unified School District
 Culver City Unified School District
 Downey Unified School District
 Duarte Unified School District
 East Whittier City Elementary School District
 Eastside Union School District
 El Monte City School District
 El Monte Union High School District
 El Rancho Unified School District
 El Segundo Unified School District
 Garvey Elementary School District
 Glendora Unified School District
 Glendale Unified School District
 Gorman Elementary School District
 Hacienda La Puente Unified School District
 Hawthorne School District
 Hermosa Beach City Elementary School District
 Hughes-Elizabeth Lakes Union Elementary School District
 Inglewood Unified School District
 Keppel Union Elementary School District
 La Canada Unified School District
 Lancaster Elementary School District
 Las Virgenes Unified School District
 Lawndale Elementary School District
 Lennox Elementary School District
 Little Lake City Elementary School District
 Long Beach Unified School District
 Los Angeles Unified School District
 Los Nietos Elementary School District
 Lowell Joint Elementary School District
 Lynwood Unified School District
 Manhattan Beach Unified School District
 Monrovia Unified School District
 Montebello Unified School District
 Mountain View Elementary School District
 Newhall Elementary School District
 Norwalk-La Mirada Unified School District
 Palmdale Elementary School District
 Palos Verdes Peninsula Unified School District
 Paramount Unified School District
 Pasadena Unified School District
 Pomona Unified School District
 Redondo Beach Unified School District
 Rosemead Elementary School District
 Rowland Unified School District
 San Gabriel Unified School District
 San Marino Unified School District
 Santa Monica-Malibu Unified School District
 Saugus Union Elementary School District
 South Bay Union High School District
 South Pasadena Unified School District
 South Whittier Elementary School District
 Sulphur Springs Union Elementary School District
 Temple City Unified School District

Torrance Unified School District
 Valle Lindo Elementary School District
 Walnut Valley Unified School District
 West Covina Unified School District
 Westside Union Elementary School District
 Whittier City School District
 Whittier Union High School District
 William S Hart Union High School District
 Wilsona Unified School District
 Wiseburn Elementary School District

MADERA COUNTY

Office of the Madera County Superintendent of Schools
 Alview-Dairyland Union Elementary School District
 Bass Lake Joint Union Elementary School District
 Chawanakee Joint Elementary School District
 Chowchilla Union Elementary School District
 Chowchilla Union High School District
 Coarsegold Union Elementary School District
 Madera Unified School District
 Minarets Joint Union High School District
 Raymond-Knowles Union Elementary School District
 Yosemite Union High School District

MARIN COUNTY

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

MARIPOSA COUNTY

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

MENDOCINO COUNTY

Office of the Mendocino County Superintendent of Schools
 Anderson Valley Unified School District

Arena Union Elementary School District
Fort Bragg Unified School District
Laytonville Unified School District
Leggett Valley Unified School District
Manchester Union Elementary School District
Mendocino Unified School District
Point Arena Joint Union High School District
Potter Valley Community Unified School District
Round Valley Unified School District
Ukiah Unified School District
Willits Unified School District

MERCED COUNTY

Office of the Merced County Superintendent of Schools

Atwater Elementary School District
Ballico-Cressey Elementary School District
Delhi Unified School District
Dos Palos Oro-Loma Joint Unified School District
El Nido Elementary School District
Gustine Unified School District
Hilmar Unified School District
Le Grand Union Elementary School District
Le Grand Union High School District
Livingston Union School District
Los Banos Unified School District
McSwain Union Elementary School District
Merced City Elementary School District
Merced River Union Elementary School District
Merced union School District
Plainsburg Elementary School District
Planada Elementary School District
Snelling-Merced Falls Union Elementary School District
Weaver Union Elementary School District
Winton Elementary School District

MODOC COUNTY

Office of the Modoc County Superintendent of Schools

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

MONO COUNTY

Office of the Mono County Superintendent of Schools

Eastern Sierra Unified School District
Mammoth Unified School District

MONTEREY COUNTY

Office of the Monterey County Superintendent of Schools

Alisal Union Elementary School District
Bradley Union Elementary School District
Carmel Unified School District
Chualar Union Elementary School District
Gonzales Unified School District
Graves Elementary School District
Greenfield Union Elementary School District

King City Joint Union High School District
King City Union Elementary School District
Lagunita Elementary School District
Mission Union Elementary School District
Monterey Peninsula Unified School District
North Monterey County Unified School District
Pacific Grove Unified School district
Pacific Unified School District
Salinas City Elementary School District
Salinas Union High School District
San Antonio Union Elementary School District
San Ardo Union Elementary School District
San Lucas Union Elementary School district
Santa Rita Union School District
Soledad Unified School District
Spreckles Union Elementary School district
Washington Union Elementary School District

NAPA COUNTY

Office of the Napa County Superintendent of Schools

Calistoga Joint Unified School District
Howell Mountain Elementary School District
Napa Valley unified School District
Pope Valley Union School District
St. Helena unified School District

NEVADA COUNTY

Office of the Nevada County Superintendent of Schools

Chicago Park Elementary School District
Clear Creek Elementary School District
Grass Valley Elementary School District
Nevada City School District
Nevada Joint Union High School District
Pleasant Ridge Union Elementary School District
Pleasant Valley Elementary School District
Ready Springs Union School district
Twin Ridges Elementary School District
Union Hill Elementary School District

ORANGE COUNTY

Office of the Orange County Superintendent of Schools

Anaheim Union High School District
Brea-Olinda Unified School District
Buena Park Elementary School District
Capistrano Unified School District
Centralia Elementary School District
Cypress Elementary School District
Fountain Valley Elementary School District
Fullerton Elementary School District
Fullerton Joint Union High School District
Garden Grove Unified School District
Huntington Beach City Elementary School District
Huntington Beach Union High School District
Irvine Unified School District
La Habra City Elementary School District
Laguna Beach Unified School District

Los Alamitos unified School District
Magnolia Elementary School District
Newport-Mesa Unified School District
Orange Unified School District
Orange View Elementary School District
Placentia – Yorba Linda Unified School District
Saddleback Valley Unified School District
Santa Ana Unified School District
Savanna Elementary School District
Tustin Unified School District
Westminster Elementary School District

PLACER COUNTY

Office of the Placer County Superintendent of Schools
Ackerman Elementary School District
Alta-Dutch Flat Union Elementary School District
Auburn Union Elementary School District
Colfax Elementary School District
Dry Creek Joint Elementary School District
Emigrant Gap Elementary School District
Eureka Union Elementary School District
Foresthill Union Elementary School District
Loomis Union Elementary School District
Newcastle Elementary School District
Ophir Elementary School District
Penryn Elementary School District
Placer Hills Union Elementary School District
Placer Union High School District
Rocklin Unified School District
Roseville City Elementary School District
Roseville Joint Union School District
Tahoe-Truckee Unified School District
Western Placer Unified School District

PLUMAS COUNTY

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

RIVERSIDE COUNTY

Office of the Riverside County Superintendent of Schools
Alvord Unified School District
Banning Unified School District
Beaumont Unified School District
Coachella Valley Unified School District
Corona-Norco Unified School District
Desert Center Unified School District
Desert Sands Unified School District
Hemet Unified School District
Jurupa Unified School District
Lake Elsinore Unified School District
Menifee Union Elementary School District
Moreno Valley Unified School District
Murrieta Valley Unified School District
Nuvview Union School District
Palm Springs Unified School District
Palo Verde Unified School District
Perris Elementary School District
Perris Union High School District

Riverside Unified School District
Romoland Elementary School District
San Jacinto Unified School District
Temecula Valley Unified School District
Val Verde Unified School District

SACRAMENTO COUNTY

Office of the Sacramento County Superintendent of Schools
Arcohe Union Elementary School District
Center Unified School District
Elk Grove Unified School District
Elverta Joint Elementary School District
Folsom-Cordova Unified School District
Galt Joint Union Elementary School District
Grant Joint Union High School District
Natomas Union Elementary School District
River Delta Unified School District
Robla Elementary School District
Sacramento City Unified School District
San Juan Unified School District
Twin Rivers Unified School District

SAN BENITO COUNTY

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

SAN BERNARDINO COUNTY

Office of the San Bernardino County Superintendent of Schools
Adelanto Elementary School District
Alta Loma Elementary School District
Apple Valley Unified School District
Baker Valley Unified School District
Barstow Unified School District
Bear Valley Unified School District
Central Elementary School District
Chaffey Joint Unified School District
Chino Valley Unified School District
Colton Joint Unified School District
Cucamonga Elementary School District
Etiwanda Elementary School District
Fontana Unified School District
Helendale School District
Hesperia Unified School District
Lucerne Valley Unified School District
Morongo Unified School District
Mt. Baldy Joint Elementary School District

Mountain View Elementary School District
Needles unified School District
Ontario-Montclair Elementary School District
Oro Grande Elementary School District
Redlands unified School District
Rialto Unified School District
Rim of the World Unified School District
San Bernardino City Unified School District
Silver Valley Unified School District
Snowline Joint Unified School District
Trona Joint Unified School District
Upland Unified School District
Victor Elementary School District
Victor Valley Union High School District
Yucaipa-Calimesa Joint Unified School District

SAN DIEGO COUNTY

Office of the San Diego County Superintendent of Schools
Alpine Union School District
Bonsall Union Elementary School District
Borrego Springs Unified School District
Cajon Valley Union Elementary School District
Cardiff Elementary School District
Carlsbad Unified School District
Chula Vista Elementary School District
Coronado Unified School District
Dehesa School District
Del Mar Union School District
Encinitas Union Elementary School District
Escondido Union Elementary School District
Escondido Union High School District
Fallbrook Union Elementary School District
Fallbrook Union High School District
Grossmont Union High School District
Jamul-Dulzura Union Elementary School District
Julian Union Elementary School District
Julian Union High School District
La Mesa-Spring Valley School District
Lakeside Union Elementary School District
Lemon Grove Elementary School District
Mountain Empire Unified School District
National School District
Oceanside Unified School District
Pauma Elementary School District
Poway Unified School District
Ramona Unified School District
Rancho Santa Fe Elementary School District
San Diego City Unified School District
San Dieguito Union High School District
San Marcos Unified School District
San Pasqual Union School District
San Ysidro Elementary School District
Santee Elementary School District
Solana Beach Elementary School District
South Bay Union Elementary School District
Spencer Valley Elementary School District
Sweetwater Union High School District
Vallecitos School District
Valley Center Union Elementary School District
Vista Unified School District

Warner Unified School District

SAN FRANCISCO COUNTY

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

SAN JOAQUIN COUNTY

Office of the San Joaquin County
Superintendent of Schools
Banta Elementary School District
Delta Island Union Elementary School District
Escalon Unified School District
Holt Union Elementary School District
Jefferson Elementary School District
Lammersville Elementary School District
Lincoln Unified School District
Linden Unified School District
Manteca Unified School District
New Hope Elementary School District
New Jerusalem Elementary School District
Oak View Elementary School District
Ripon Unified School District
Stockton Unified School District
Tracy Joint Unified School District

SAN LUIS OBISPO COUNTY

Office of the San Luis Obispo County
Superintendent of Schools
Atascadero unified School District
Cayucos Elementary School District
Coast Unified School District
Lucia Mar Unified School District
Paso Robles Joint Unified School District
Pleasant Valley Joint Union Elementary School District
San Luis Coastal Unified School District
San Miguel Joint Union Elementary School District
Shandon Joint Unified School District
Templeton Unified School District

SAN MATEO COUNTY

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

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

SANTA BARBARA COUNTY

Office of the Santa Barbara County
Superintendent of Schools
Ballard Elementary School District
Blochman Union Elementary School District
Buellton Union Elementary School District
Carpinteria Unified School District
Casmalia Elementary School District
Cold Springs Elementary School District
College Elementary School District
Cuyama Joint Unified School District
Goleta Union Elementary School District
Guadalupe Union Elementary School District
Hope Elementary School District
Lompoc Unified School District
Los Alamos Elementary School District
Los Olivos Elementary School District
Montecito Union Elementary School District
Orcutt Union Elementary School District
Santa Barbara Elementary School District
Santa Barbara High School District
Santa Maria-Bonita School District
Santa Maria Joint Union High School District
Santa Ynez Valley Union High School District
Solvang Elementary School District
Vista Del Mar Union Elementary School District

SANTA CLARA COUNTY

Office of the Santa Clara County Superintendent
of Schools
Alum Rock Union Elementary School District
Berryessa Union Elementary School District
Cambrian Elementary School District
Campbell Union Elementary School District
Campbell Union High School District
Cupertino Union School District
East Side Union High School District
Evergreen Elementary School District
Franklin-McKinley Elementary School District
Fremont Union High School District
Gilroy Unified School District
Lakeside Joint Unified School District
Loma Prieta Joint Union Elementary School
District
Los Altos Elementary School District
Los Gatos-Saratoga Joint Unified School District
Los Gatos Union Elementary School District
Luther Burbank School District
Milpitas Unified School District
Montebello Elementary School District
Moreland Elementary School District
Morgan Hill Unified School District
Mt. Pleasant Elementary School District

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

SANTA CRUZ COUNTY

Office of the Santa Cruz County Superintendent
of Schools
Bonny Doon Union Elementary School District
Happy Valley Elementary School District
Live Oak Elementary School District
Mountain Elementary School District
Pacific Elementary School District
Pajaro Valley Unified School District
San Lorenzo Valley Unified School District
Santa Cruz City Elementary School District
Santa Cruz City High School District
Scotts Valley Unified School District
Soquel Union Elementary School District

SHASTA COUNTY

Office of the Shasta County Superintendent of
Schools
Anderson Union High School District
Bella Vista Elementary School District
Black Butte Union Elementary School District
Cascade Union Elementary School District
Castle Rock Union Elementary School District
Columbia Elementary School District
Cottonwood Union Elementary School District
Enterprise Elementary School District
Fall River Joint Union School District
French Gulch – Whiskeytown Elementary
School District
Gateway Unified School District
Grant Elementary School District
Happy Valley Union Elementary School District
Igo, Ono, Platina Union Elementary School
District
Indian Springs Elementary School District
Junction Elementary School District
Millville Elementary School District
Mountain Union Elementary School District
North Cow Creek Elementary School District
Oak Run Elementary School District
Pacheco Union Elementary School District
Redding Elementary School District
Shasta Union Elementary School District
Shasta Union High School District
Whitmore Union Elementary School District

SIERRA COUNTY

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

SISKIYOU COUNTY

Office of the Siskiyou County Superintendent of Schools

Big Springs Union Elementary School District
Bogus Elementary School District
Butte Valley Unified School District
Butteville Union Elementary School District
Delphic Elementary School District
Dunsmuir Elementary School District
Dunsmuir Joint Union High School District
Etna Union Elementary School District
Etna Union High School District
Forks of Salmon Elementary School District
Fort Jones Union Elementary School District
Gazelle Union Elementary School District
Grenada Elementary School District
Happy Camp Union Elementary School District
Hornbrook Elementary School District
Junction Elementary School District
Klamath River Union Elementary School District
Little Shasta Elementary School District
McCloud Union Elementary School District
Montaque Elementary School District
Mt Shasta Union School District
Quartz Valley Elementary School District
Sawyers Bar Elementary School District
Seiad Elementary School District
Siskiyou Union High School District
Weed Union Elementary School District
Willow Creek Elementary School District
Yreka Union Elementary School District
Yreka Union High School District

SOLANO COUNTY

Office of the Solano County Superintendent of Schools

Benicia Unified School District
Dixon Unified School District
Fairfield-Suisun Unified School District
Travis Unified School District
Vacaville Unified School District
Vallejo City Unified School District

SONOMA COUNTY

Office of the Sonoma County Superintendent of Schools

Alexander Valley Union Elementary School District
Bellevue Union Elementary School District
Bennett Valley Union Elementary School District
Cinnabar Elementary School District
Cloverdale Unified School District
Cotati-Rohnert Park Unified School District
Dunham Elementary School District
Forestville Union Elementary School District

Fort Ross Elementary School District
Geyersville Unified School District
Gravenstein Union Elementary School District
Guerneville Elementary School District
Harmony Union School District
Healdsburg Unified School District
Horicon Elementary School District
Kashia Elementary School District
Kenwood Elementary School District
Liberty Elementary School District
Mark West Union School District
Monte Rio Union Elementary School District
Montgomery Elementary School District
Oak Grove Union Elementary School District
Old Adobe Union Elementary School District
Petaluma City Elementary School District
Petaluma Joint Union High School District
Piner-Olivet Union Elementary School District
Rincon Valley Union Elementary School District
Roseland Elementary School District
Santa Rosa Elementary School District (City of)
Santa Rosa High School District (City of)
Sebastopol Union Elementary School District
Sonoma Valley unified School District
Twin Hills Union Elementary School District
Two Rock Union Elementary School District
Wagh Elementary School District
West Side Union School District
West Sonoma County Union High School District
Wilmar Union Elementary School District
Windsor School District
Wright Elementary School District

STANISLAUS COUNTY

Office of the Stanislaus County Superintendent of Schools

Ceres Unified school District
Chatom Union Elementary School District
Denair Unified School District
Empire Union School district
Gratton Elementary School District
Hart-Ransom Union Elementary School District
Hickman Elementary School District
Hughson Unified School District
Keyes Union School District
Knights Ferry Elementary School District
La Grange Elementary School District
Modesto City Elementary School District
Modesto City High School District
Newman-Crows Landing Unified School District
Oakdale Joint Unified School District
Paradise Elementary School District
Patterson Joint Unified School District
Riverbank Unified School District
Roberts Ferry Union Elementary School District
Salida Union School District
Shiloh Elementary School District
Stanislaus Union Elementary School District
Sylvan union Elementary School District
Turlock Unified School District

Valley Home Joint Elementary School District
Waterford Elementary School District

SUTTER COUNTY

Office of the Sutter County Superintendent of
Schools
Brittan Elementary School District
Browns Elementary School District
East Nicolaus Joint Union High School District
Franklin Elementary School District
Live Oak Unified School District
Marcum-Illinois Union Elementary School
District
Meridian Elementary School District
Nuestro Elementary School District
Pleasant Grove Joint Union Elementary School
District
Sutter Union High School District
Winship Elementary School District
Yuba City Unified School District

TEHAMA COUNTY

Office of the Tehama County Superintendent of
Schools
Antelope Elementary School District
Bend Elementary School District
Corning Union Elementary School District
Corning Union High School District
Elkins Elementary School District
Evergreen Union Elementary School District
Flournoy Union Elementary School District
Gerber Union Elementary School District
Kirkwood Elementary School District
Lassen View Union Elementary School District
Los Molinos Unified School District
Manton Joint Union School District
Mineral Elementary School District
Plum Valley Elementary School District
Red Bluff Union Elementary School District
Red Bluff Joint Union High School District
Reeds Creek Elementary School District
Richfield Elementary School District

TRINITY COUNTY

Office of the Trinity County Superintendent of
Schools
Burnt Ranch Elementary School District
Coffee Creek Elementary School District
Cox Bar Elementary School District
Douglas City Elementary School District
Junction City Elementary School District
Lewiston Elementary School District
Mountain Valley Unified School District
Southern Trinity Joint Unified School District
Trinity Center Elementary School District
Trinity Union High School District
Weaverville Elementary School District

TULARE COUNTY

Office of the Tulare County Superintendent of
Schools

Allensworth Elementary School District
Alpaugh Unified School District
Alta Vista Elementary School District
Buena Vista Elementary School District
Burton School District
Citrus South Tule Elementary School District
Columbine Elementary School District
Cutler-Orosi Unified School District
Dinuba Unified School District
Ducor Union Elementary School District
Earlimart Elementary School District
Exeter Union Elementary School District
Exeter Union High School District
Farmersville Unified School District
Hope Elementary School District
Hot Springs Elementary School District
Kings River Union Elementary School District
Liberty Elementary School District
Lindsay Unified School District
Monson-Sultana Joint Union High School District
Oak Valley Union Elementary School District
Outside Creek Elementary School District
Palo Verde Union Elementary School District
Pixley Union Elementary School District
Pleasant View Elementary School District
Porterville Unified School District
Richgrove Elementary School District
Rockford Elementary School District
Saucelito Elementary School District
Sequoia Union Elementary School District
Springville Union Elementary School District
Stone Corral Elementary School District
Strathmore Union Elementary School District
Strathmore Union High School District
Sundale Union Elementary School District
Sunnyside Union Elementary School District
Terra Bella Union Elementary School District
Three Rivers Union Elementary School District
Tipton Elementary School District
Traver Joint Elementary School District
Tulare City Elementary School District
Tulare Joint Union High School District
Visalia Unified School District
Waukena Joint Union Elementary School District
Woodlake Union Elementary School District
Woodlake Union High School District
Woodville Elementary School District

TUOLUMNE COUNTY

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

Twain Harte-Long Barn Union School District

VENTURA COUNTY

Office of the Ventura County Superintendent of Schools

Briggs Elementary School District

Conejo Valley Unified School District

Fillmore Unified School District

Hueneme Elementary School District

Mesa Union Elementary School District

Moorpark Unified School District

Mupu Elementary School District

Oak Park Unified School District

Ocean View Elementary School District

Ojai Unified School District

Oxnard Union High School District

Pleasant Valley School District

Rio Elementary School District

Santa Clara Elementary School District

Santa Paula Elementary School District

Santa Paula Union High School District

Simi Valley Unified School District

Somis Union Elementary School District

Ventura Unified School District

YOLO COUNTY

Office of the Yolo County Superintendent of Schools

Davis Joint Unified School District

Esparto Unified School District

Washington Unified School District

Winters Joint Unified School District

Woodland Joint Unified School District

YUBA COUNTY

Office of the Yuba County Superintendent of Schools

Camptonville Elementary School District

Marysville Joint Unified School District

Plumas Elementary School District

Wheatland Elementary School District

Wheatland Union High School District

CALIFORNIA STATE UNIVERSITIES

California State University, Bakersfield

California State University, Chico

California State University, Dominguez Hills

California State University, Fresno

California State University, Fullerton

California State University, Hayward

Humboldt State University

California State University, Long Beach

California State University, Los Angeles

California Maritime Academy

California State University, Monterey Bay

California State University, Northridge

California State Polytechnic University, Pomona

California State University, Sacramento

California State University, San Bernardino

San Diego State University

San Francisco State University

San Jose State University

California Polytechnic State University, San Luis Obispo

California State University, San Marcos

Sonoma State University

California State University, Stanislaus

CALIFORNIA COMMUNITY COLLEGES

Allan Hancock Joint Community College

Antelope Valley Community College

Barstow Community College

Butte Community College

Cabrillo Community College

Cerritos Community College

Chabot-Las Positas Community College

Chaffey Community College

Citrus Community College

City College of San Francisco

Coast Community College

College of Marin

College of the Sequoias

Compton Community College

Contra Costa Community College

Desert Community College

El Camino Community College

Feather River Community College

Foothill-De Anza Community College

Fremont-Newark Community College

Gavilan Joint Community College

Glendale Community College

Grossmont-Coyamaca Community College

Hartnell Community College

Imperial Community College

Kern Community College

Lake Tahoe Community College

Lassen Community College

Long Beach Community College

Los Angeles Community College

Los Rios Community College

Mt. San Antonio Community College

Mt. San Jacinto Community College

Mendocino-Lake Community College

Merced Community College

Miracosta Community College

Monterey Peninsula Community College

Napa Valley Community College

North Orange County Community College

Palo Verde Community College

Palomar College

Pasadena Area Community College

Peralta Community College

Rancho Santiago Community College

Redwoods Community College

Rio Hondo Community College

Riverside Community College

Saddeback Community College

San Bernardino Community College District

San Diego Community College

San Francisco Community College

San Jose/Evergreen Community College

San Joaquin Delta Community College

San Luis Obispo County Community College
San Mateo County Community College
Santa Barbara Community College
Santa Clarita Community College
Santa Monica Community College
Shasta-Tehama-Trinity Joint Community College
Sierra Joint Community College
Siskiyou Joint Community College
Solano County Community College

Sonoma County Community College
Southwestern Community College
State Center Community College
Ventura County Community College
Victor Valley Community College
West Hills Community College
West Valley-Mission Community College
Yosemite Community College
Yuba Community College

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

HIGH PERFORMANCE FACILITIES CONTRACT

**BIGGS UNIFIED SCHOOL DISTRICT
BID FORM**

DATE: *December 1, 2011*

FROM: *American Modular Systems, Inc*

TO: District Superintendent and
Governing Board, herein called the "Owner"

1. Pursuant to and in compliance with your Notice to Contractors Calling for Bids and the other documents relating thereto, the undersigned bidder, having familiarized himself with the terms of the contract, the local conditions affecting the performance of the contract and the cost of the work at the place where the work is to be done, and with the drawings and specifications and other contract documents, hereby proposes and agrees to perform within the time stipulated, the contract, including all of its component parts, and everything required to be performed, and to provide and furnish any and all of the labor, materials, tools, expendable equipment, and all utility and transportation services necessary to perform the contract and complete in a workmanlike manner all of the work required in connection with:

**HIGH PERFORMANCE FACILITIES CONTRACT
THEREOF IN THE BIGGS UNIFIED SCHOOL DISTRICT**

all in strict conformity with the specifications and other contract documents, including addendum nos. — , and — on file at the Office of the District Superintendent and Financial Services for the total sum as per the attached High Performance Bid Matrix, Standard Bid Matrix 1, Standard Bid Matrix 2, and Unit Price Bid Matrix.

2. It is understood that the Owner reserves the right to accept or reject this bid, and that this bid shall remain open and not withdrawn for a period of 30 days from the date of opening.
3. The required bid security of 10% is attached hereto.
4. The required list of proposed subcontractors is attached thereto.
5. The required Noncollusion Affidavit, duly notarized, is attached hereto.
6. The required Contractor's Certificate regarding Workers Compensation is attached hereto.
7. All other required submissions are attached hereto.
8. Drug-Free Workplace Certification
9. DVBE required submissions are attached hereto.
10. It is understood and agreed that if written notice of the acceptance of this bid is mailed, telegraphed, or delivered to the undersigned after the opening of the bid, and within the time this bid is required to remain open, or at any time thereafter before this bid is withdrawn, the undersigned will execute and deliver to the Owner a contract in the form attached hereto in accordance with the bid as accepted, and that he will also furnish and deliver to the Owner the Performance Bond and Payment Bond for Public Works as specified, all within ten (10) days after receipt of notification of award, and that the work under the contract shall be commenced by the undersigned bidder, if awarded the contract, on the date to be stated in the Owner's Notice to the Contractor to Proceed, and shall be completed by the Contractor in the time specified in the contract documents.

11. The names, addresses and the telephone numbers of all persons interested in the foregoing proposal as principals are as follows:

Daniel Sarich - President

12. Notice of acceptance or requests for additional information should be addressed to the undersigned at the address below.

13. Licensed in accordance with act providing for the registration of contractors, State License No. 661154, State License Classification: B, Expiration Date: 12-31-12.

American Modular Systems Inc.
(Proper Name of Business)


(Signature)

Daniel Sarich - President
(Type/Written Name and Title)

(209) 825-1921
(Telephone)

Business Address of Bidder

787 Spreckels Ave
Manleca, CA 95336

DESIGNATION OF SUBCONTRACTORS

In Compliance with the Subletting and Subcontracting Fair Practices Act (Chapter 4 commencing at section 4100), Part 1, Division 2 of the Public Contract Code of the State of California) and any amendments thereof, each bidder shall set forth below: (a) the name and the location of the place of business of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement to be performed under this contract or subcontractor licensed by the State of California who under subcontract to the prime contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications in an amount in excess of one-half of one percent of the prime contractor's total bid and (b) the portion of the work which will be done by each subcontractor under this contract. The prime contractor shall list only one subcontractor for each such portion as is defined by the prime contractor in this bid.

If a prime contractor fails to specify a subcontract or if a prime contractor specifies more than one subcontractor for the same portion of work to be performed under the contract in excess of one-half of one percent of the prime contractors total bid, he shall be deemed to have agreed that he is fully qualified to perform that portion himself, and that he shall perform that portion himself.

No prime contractor whose bid is accepted shall (a) substitute any subcontractor, (b) permit any subcontract to be voluntarily assigned or transferred or allow it to be performed by any one other than the original subcontractor listed in the original bid, or (c) sublet or subcontract any portion of the work in excess of one-half of one percent of the prime contractor's total bid as to which his original bid did not designate a subcontractor, except as authorized in the Subletting and Subcontracting Fair Practices Act. Subletting or subcontracting of any portion of the work in excess of one-half of one percent of the prime contractor's total bid as to which no subcontractor was designated in the original bid shall only be permitted in cases of public emergency or necessity, and then only after a finding reduced to writing as a public record of the authority awarding this contract setting forth the facts constituting the emergency or necessity.

In addition to providing the information required by this form prior to the bid opening, bidder shall be required to submit the addresses, telephone numbers, and the license numbers of all listed subcontractors within one business day of the bid opening. Failure to provide the foregoing information within the time limit specified may result in the rejection of the bid as non-responsive.

Subcontractor Name

Portion of Work

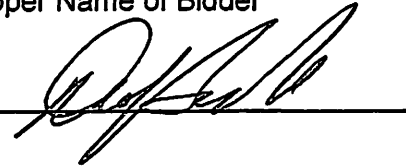
Location and Place Of Business

Cecal Enterprises	Conc Fndn	Mission Viejo, CA
Sierra Casework	Casework	Modesto, CA
D&B Fire Protection	Fire Sprinklers	Corona, CA
TL Shields & Assa.	Elevator	Sun Valley, CA
Boeger Plastering	Stucco	Applegate, CA

American Modular Systems, Inc.

Proper Name of Bidder

By



DESIGNATION OF SUBCONTRACTORS

Page 2 of 2

**CONTRACTOR'S CERTIFICATE REGARDING
WORKERS' COMPENSATION**

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:

(A) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this State.

(B) By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self insure and to pay any compensation that may become due to his 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 this contract.

Name

Title

Company

(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 this contract)

**CONTRACTOR'S CERTIFICATE REGARDING
WORKERS' COMPENSATION**

DOCUMENT 00410

BID BOND

American Modular

Systems, Inc.

as Principal,

KNOW ALL MEN BY THESE PRESENTS: THAT we, Western Surety Company, as Surety, are held and firmly bound unto the Biggs Unified School District, hereinafter called the District, in the penal sum of Ten Percent (10%) OF THE TOTAL AMOUNT OF THE BID of the Principal submitted to the said District for the work described below for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted the accompanying bid dated Dec. 1, 20 11 for High Performance Facilities Contract

NOW, THEREFORE, if the Principal shall not withdraw said bid within the period specified therein after the opening of the same, or, if no period be specified, within sixty (60) days after said opening; and, if the Principal be awarded the contract, and shall within the period specified therefore, or, if no period be specified, within five (5) days after the prescribed forms are presented to him for signature, enter into a written contract with the District, in accordance with the bid as accepted and give bond with good and sufficient surety or surities, as may be required for the faithful performance and proper fulfillment of such contract and for the payment for labor and materials used for the performance of the contract, or in the event of the withdrawal of said bid within the period specified or the failure to enter into such contract and give such bonds within the time specified, if the Principal shall pay the District the difference between the amount specified in said bid and the amount for which the District may procure the required work and/or supplies, if the latter amount be in excess of the former, together with all costs incurred by the District in again calling for bids, then the above obligation shall be void and of no effect, otherwise to remain in full force and virtue.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract on the call for bids, or to the work to be performed thereunder, or the specifications accompanying the same, shall in anywise 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 said 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 District and judgment is recovered, the Surety shall pay all litigation expenses incurred by the District in such suit, including reasonable attorneys' fees, court costs, expert witness fees and investigation expenses.

IN WITNESS WHEREOF, the above-bound parties have executed this instrument under their several seals this 28th day of Nov. 20 11, the name and corporate seal of each corporate party being hereto affixed and these presents duly assigned by its undersigned representative, pursuant to authority of its governing body.

PRINCIPAL American Modular Systems, Inc.

(Corporate Seal)

By: [Signature]

Title: President

SURETY: Western Surety Company

By: [Signature]

Bobbie Beeny, Attorney-in-Fact

(Attach Attorney-in-fact Certificate)

BID BOND

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

Nancy Luttenbacher, John Hopkins, Steve Williams, Bobbie Beeny, Elizabeth Collodi, Mindy Elaine Whitehouse, Bonnie Two Bears, 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 Senior Vice President and its corporate seal to be hereto affixed on this 19th day of July, 2011.



WESTERN SURETY COMPANY

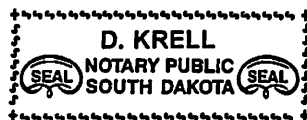
Paul T. Bruflat, Senior Vice President

State of South Dakota }
County of Minnehaha } ss

On this 19th day of July, 2011, 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 Senior 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

November 30, 2012



D. Krell, 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 28th day of November, 2011.



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of Butte

On November 28, 2011 before me, Elizabeth Collodi, Notary Public
(Here insert name and title of the officer)

personally appeared Bobbie Beeny, Attorney-in-Fact

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.

Elizabeth Collodi
Signature of Notary Public



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

American Modular Systems, Inc.
(Title or description of attached document)

Bid Bond
(Title or description of attached document continued)

Number of Pages 1 Document Date 11/28/11

Western Surety Company
(Additional information)

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
☐ Corporate Officer

(Title)

- ☐ Partner(s)
☒ Attorney-in-Fact
☐ Trustee(s)
☐ Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they, is/are-) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - *.- Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - *.- Indicate title or type of attached document, number of pages and date.
 - *.- Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

NONCOLLUSION AFFIDAVIT
(To be executed by Bidder and submitted with bid)

State of California

County of San Joaquin

Daniel Sarich, being first duly sworn, deposes and says that he is ~~President~~ of the American Modular Systems, Inc.

party making the attached bid; that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that 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, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that 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, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

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

Executed this 30th day of Nov 2011 at Merced, California.

Date: Nov 30, 2011

Signature of Bidder: _____

Daniel Sarich - President

NONCOLLUSION AFFIDAVIT

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of San Joaquin

On Nov. 30, 2011 before me, Dionne K. Davis, Notary
Date Here Insert Name and Title of the Officer

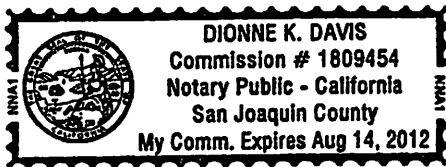
personally appeared Daniel Sarich
Name(s) of Signer(s)

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 Dionne K. Davis
Signature of Notary Public



Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Noncollusion Affidavit - Biggs USD Bid

Document Date: Nov. 30, 2011 Number of Pages: 1

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Daniel Sarich

- ☐ Individual
☒ Corporate Officer — Title(s): President
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

DRUG-FREE WORKPLACE CERTIFICATION

This Drug-Free Workplace Certification form is required from all successful bidders pursuant to the requirements mandated by Government Code Section 8350 et seq. the Drug –Free Workplace Act of 1990. The Drug-Free Workplace Act of 1990 required 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 the 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.

Pursuant to Government Section 8355, every person or organization awarded a contract or grant from A State agency shall certify that will provide a drug-free workplace by doing all the following:

- A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of 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.
- B. Establishing a drug-free awareness program to inform employees about all the following:
 - 1. The dangers of drug abuse in the workplace
 - 2. The person's or organization's policy or maintaining a drug-free workplace;
 - 3. The availability of drug counseling, rehabilitation, and employee-assistance programs;
 - 4. The penalties that may be imposed upon employees for drug abuse violation
- C. Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required by subdivision (a) 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 9350 et seq.

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

American Modular Systems, Inc.
Name of Contractor

Signature



Print Name

Daniel Sarich

Title

President

Date

DRUG-FREE WORKPLACE CERTIFICATION

**ESCROW AGREEMENT FOR
SECURITY DEPOSIT IN LIEU OF RETENTION**

This Escrow Agreement is made and entered into as of _____, 20____, by and between
_____ whose address is _____, hereinafter called "District"
_____ whose address is _____ hereinafter called "Contractor", and _____ whose
address is _____, hereinafter called "Escrow Agent".

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

1. Pursuant to Section 22300 of the Public Contract Code of the State of California, Contractor has the option to deposit securities with Escrow Agent as substitute for retention earnings required to be withheld by the District pursuant to the Construction Contract entered into between the District and Contractor for _____ in the amount of _____, dated (hereinafter referred to as the "Contract"). When Contractor deposits the securities as a substitute for Contract earnings, the Escrow Agent shall notify the District within ten days of the deposit. The market value of the securities at the time of the substitution shall be at least equal to the cash amount then required to be withheld as retention under the terms of the Contract between the District and Contractor. Securities shall be held in the name of _____, and shall designate the Contractor as the beneficial owner.
2. The District shall make progress payments to the Contractor for such funds which otherwise would be withheld from progress payments pursuant to the Contract provisions, provided that the Escrow Agent hold securities in the form and amount specified above.
3. Alternatively, the District may make payments directly to Escrow Agent in the amount of retention for the benefit of the District until such time as the escrow created hereunder is terminated.
4. Contractor shall be responsible for paying all fees for the expenses incurred by Escrow Agent in administering the Escrow account. These expenses and payment terms shall be determined by the Contractor and Escrow Agent.

5. The interest earned on the securities or the money market accounts held in escrow and all interest on that interest shall be for the sole account of Contractor and shall be subject to withdrawal by Contractor at any time and from time to time without notice to the 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 the District to the Escrow Agent that District consents to the withdrawal of the amount sought to be withdrawn by Contractor.
7. The District shall have a right to draw upon the securities in the event of default by the Contractor. Upon seven days written notice to the Escrow Agent from the owner of the default, the Escrow Agent shall immediately convert the securities to cash and shall distribute the cash as instructed by the owner.
8. Upon receipt of written notification from the District certifying that the Contract is final and complete, and that the 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 the written notifications from the District and the Contractor pursuant to Section (4) to (6), inclusive of this agreement and the District and Contractor shall hold Escrow Agent harmless from Escrow Agent's release and disbursement of the securities and interest as set forth above.
10. The names of the persons who are authorized to give written notice and to receive written notice on behalf of the District and on behalf of Contractor in connection with the foregoing, examples of their respective signatures as follows:

On behalf of District

On behalf of Contractor

Title

Title

Name

Name

Signature

Signature

Address

Address

On behalf of Escrow Agent

Title

Name

Signature

Address

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

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

District

Contractor

Title

Title

Name

Name

Signature

Signature

Escrow Agent

Title

Name

Signature

ESCROW AGREEMENT

CONTRACTOR CERTIFICATION FORM

Education Code Section 45125.1(f)

I am an officer, employee or agent of _____
matters on its behalf:

and am authorized to certify the following

1. Fingerprint information of all employees who may have contact with students has been submitted to the Department of Justice (DOJ) as required by Education Code Section 45125.1
2. I have reviewed the documentation received from the DOJ and hereby certify that none of our employees who may come in contact with students have been convicted of a felony as defined in Education Code Section 45122.1.
3. The following employees may come in contact with students:

- 1.
- 2.
- 3.
- 4.
- 5.

(List additional names on a separate certificate form)

4. I agree to provide the owner with update and/or revised lists of employees who may come in contact with students as appropriate.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this certification was executed in _____
County, California.

Dated: _____

Printed Name: _____

Title: _____

AGREEMENT

THIS AGREEMENT, made the day of 200 , in the County of , State of California, by and between the , hereinafter called the Owner, and , hereinafter called the Contractor.

WITNESSETH that the Owner and the Contractor for the considerations stated herein agree as follows:

ARTICLE 1 – SCOPE OF WORK. The Contractor shall perform within the time stipulated the contract as herein defined, and shall provide all labor, materials, tools, utility services, and transportation to complete in a workmanlike manner all of the work required in connection with the following titled project.

in strict compliance with the contract documents as specified in Article 4 below.

ARTICLE 2 – TIME FOR COMPLETION. The work shall be commenced on the date stated in the Owner's notice to proceed, as provided in Section A of the Special Conditions. As specified in Owners notice to proceed, the work shall be completed within calendar days as stated in such notice, which shall include ZERO (0) working days for normal bad weather, taking into consideration the seasonal weather for the time when construction will be undertaken.

In entering into this Agreement, Contractor acknowledges and agrees that the construction duration stipulated herein is adequate and reasonable for the size and scope of the project.

ARTICLE 3 – CONTRACT PRICE. The Owner shall pay to the Contractor as full consideration for the faithful performance of the contract, subject to any additions or deductions as provided in the contract documents, and including any applicable sales, use or other taxes or costs, the sum of dollars (\$), said sum being the total amount of the following amounts stipulated in the proposal.

ARTICLE 4 – COMPONENT PARTS OF THE CONTRACT. The Contract entered into by this Agreement consists of the following contract documents, all of which are component parts of the contract as if herein set out in full or attached hereto:

Notice to Contractors Calling for Bid
Information for Bidders
Bid, as accepted
Noncollusion Affidavit
Designation of Subcontractors
Contractor's Certificate Regarding Workers' Compensation
Agreement
Performance Bond
Payment Bond for Public Works
General Conditions and Special Conditions
Specification Addenda Nos. _____, _____, _____, as issued
Drawings
Labor Compliance Program (if applicable)

All of the above-named contract documents are intended to be complementary. Work required by one of the above-named contract documents and not by others shall be done as if required by all. This agreement shall supersede any prior agreement of the parties.

IN WITNESS WHEREOF, this Agreement has been duly executed by the above-named parties, on the day and year first above written.

CONTRACTOR

OWNER

License No. _____

By _____

By _____

Its _____

Its _____

Federal Id # _____

(Corporate Seal)

Contractors are required by law to be licensed and regulated by the Contractors' State License Board. Any questions concerning a contractor may be referred to the registrar of the board whose address is:

Contractors' State License Board
9821 Business Park Dr
Sacramento, CA 95827
(916) 255-3900
<http://www2.cacb.ca.gov/>

(Business & Professions Code, section 7030)

AGREEMENT

CHANGE ORDER FORM

Pursuant to Article 27 of the General Conditions, this Change Order Form shall be used for all Change Orders associated with Work. No additions or deletions to this form shall be allowed except with permission of the District.

CHANGE ORDER NO.

Contract:

To:

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

DESCRIPTION OF CHANGE:

Payment:

Contract Time:

Acceptance:

Contractor accepts the terms and conditions stated above as full and final settlement of any and all claims arising from this Change Order.

Contractor agrees to perform the above-described work in accordance with the above terms and in compliance with applicable sections of the Contract Documents.

CONTRACTOR

DISTRICT

By

By

Title

Title

Date

Date

ARCHITECT

By

Date

GUARANTEE

Guarantee for _____ School District. We hereby guarantee that the _____
which we have installed in _____ has been installed in accordance
with the drawings and specifications and that the work as installed will fulfill the requirements
included in the specifications. The undersigned agrees to repair or replace any or all of such
work, together with any other adjacent work, which may be displaced in connection with such
replacement, that may prove to be defective in workmanship or material within a period of _____
years from the date of _____, _____ School District, ordinary wear and tear and
unusual abuse or neglect excepted.

In the event of the undersigned's failure to comply with the above-mentioned conditions within a
reasonable period of time, as determined by the District, but not later than ten (10) days after
being notified in writing by the District, the undersigned authorizes the district to proceed to have
said defects repaired and made good at the expense of the undersigned, which will pay the
costs and charges therefore upon demand.

SIGNED:**COUNTERSIGNED:**

Proper Name

Proper Name

By

By

Title

Title

Signature of Subcontractor
General Contractor

Signature of Subcontractor if
for Subcontractor

Representative to be contracted for Service

Name

Address

Phone Number

D V B E RESOURCE PACKET

**RESOURCES FOR LOCATING CERTIFIED
DISABLED VETERAN BUSINESS
ENTERPRISES
(DVBEs)**

Thank you for contacting the Department of General Services for information on locating certified Disabled Veteran Business Enterprises (DVBES).

We hope this Resource Packet makes it a little easier to find the firms you need to make your State of California bid a success. This packet will be particularly useful for prime bidders and agencies seeking DVBES to fulfill a contract participation goal.

This document is published by the
State of California
Department of General Services
Procurement Division

Please direct questions or comments to:

Procurement Division
Small Business and DVBE Services Branch
707 3rd Street, 1st Floor, Room 400
West Sacramento, CA 95605

(916) 375-4940 - (800) 559-5529
Fax (916) 375-4950

Internet Address: <http://www.pd.dgs.ca.gov>
(select "DVBE Program" under "Featured Links")

STATE ALLOCATION BOARD DVBE POLICY

Adopted August 26, 1992

DISABLED VETERAN BUSINESS ENTERPRISE PARTICIPATION GOALS FOR SAB FUNDED CONTRACTS IN THE LEASE-PURCHASE & STATE RELOCATABLE CLASSROOM PROGRAMS

Definitions

The term "Disabled Veteran Business Enterprise" (DVBE) means a business concern that is certified as a DVBE by the Office of Small Business, Certification and Resources.

The term "contract" means an agreement awarded by a school district in which all or part of the funding is provided by the State Allocation Board (SAB) under either the Lease – Purchase or State Relocatable Classroom Programs.

The term "bidder" means any person or persons, firm, partnership, corporation or combination thereof who makes an offer, competitive or noncompetitive, with the intent of forming a contract with one or more school districts on a SAB funded project.

Disabled Veterans Business Enterprise Goals

In addition to the school districts contracting requirements, potential contractors seeking to enter into contracts with school district on a SAB funded project under the Lease-Purchase & State Relocatable Classroom Program for labor, services, materials, supplies, equipment, construction, alteration repair or improvement shall be required to meet a 3 percent (3%) participation goal for certified DVBE's or demonstrate that a good faith effort was made to meet the goal.

In order for any sole proprietorship, partnership, corporation or other enterprise to obtain certification or to be counted toward meeting the DVBE contract goals, such business concern must possess current and valid certification as a DVBE through the Office of Small Business, Certification and Resources.

For contracts awarded by competitive bid a bidder must demonstrate fulfillment of this requirement at or prior to the time of bid opening in order to qualify as a responsive bidder. For contracts not awarded by competitive bid, a potential contractor must demonstrate fulfillment of this requirement prior to entering into the contract.

The DVBE participation goal shall apply to all SAB funded school district contracts over \$10,000 in the Lease-Purchase and certain contracts over \$10,000 in the State Relocatable Classroom Program (architectural, on-site inspections and utility hookups).

Disabled Veterans Business Enterprise Goals Continued

Any bidder meeting the 3 percent (3%) participation goal for DVBE's is eligible for award of a school district contract. If a bidder is unable to meet the 3 percent (3%) participation goal, the bidder shall demonstrate a good faith effort by submitting documentation of all the following actions:

- Contact was made with the school district to identify DVBE's.
- Contact was made with other state agencies and with local DVBE organizations to identify DVBE's.
- Advertising was published in trade papers and papers focusing on DVBE's
- Invitations to bid were submitted to potential DVBE contractors; Available DVBE's were considered.

The school district shall evaluate the effort made by the bidder to seek out and consider DVBE's as potential subcontractors, and/or material or equipment suppliers. In evaluating such effort, the school district shall consider documentation of the actions specified above. Based on this evaluation, the school district may make a finding that the 3% DVBE participation goal or the good faith effort requirement has been met. The school district finding in this regard is subject to audit by OPSC. A bidder is eligible for award of a school district contract upon a finding by the school district that a 3% DVBE participation goal or good faith effort to meet the participation goal has been achieved.

If a bidder fails to meet either the goal or a good faith effort to meet the 3% goal, such bidder shall be deemed not to be a responsive bidder for purposes of the school district's evaluation of an award of contract and is thus ineligible for an award.

ADDITIONAL DISABLED VETERAN BUSINESS ENTERPRISE CONTACTS

STD 840A (EST. 9-15-2003)

- B. Documentation of Good Faith Effort Steps 1, 2 and 3**—Remember to carefully read all instructions prior to completing this form. Please refer to the Resources & Information page for detailed contact information and a sample advertisement format.

STEP 1. Contact the Awarding Department (the contracting official, unless another contact is specified) to identify potential DVBE subcontractors/suppliers, and document this contact as required.

Date 11/ 28 2011	Contact Name Pam Ragan	Telephone Number (630) 868-1281
Describe Result No Additional Information		

STEP 2. Contact all of the following and document your contacts as required: Other state and federal agencies and local organizations to identify potential DVBE subcontractors/suppliers.

Other State Agency – Procurement Division, Office of Small Business and DVBE Certification (Certification Office)

PHONE CONTACT OR ONLINE SEARCH	Date / /	Telephone Number (916) 322-5060 (916) 375-4940	Contact Name	<input type="checkbox"/> I contacted the Certification Office for a list of California certified DVBEs.
	Date 11/22/11	Internet Address http://www.pd.dgs.ca.gov/smbus		<input checked="" type="checkbox"/> I searched the Certification Office's online database to identify California certified DVBEs.
Describe Result Download list of certified DVBE				

Federal Agency – U.S. Small Business Administration (SBA) online database

Date 11/22/11	Internet Address http://www.pro-net.sba.gov	<input checked="" type="checkbox"/> I searched the federal online database for California DVBEs.
Describe Result Reviewed Information		

Local DVBE Organizations – Contact at least one local DVBE organization—refer to the DVBE Resource Packet for a list of acceptable contacts. (<http://www.pd.dgs.ca.gov/smbus> - select "DVBE Resource Packet")

Date 11/22/11	Organization Name Assoc. for Service Disabled Veterans	Contact Name	Telephone Number and/or Internet Address () http://www.asdv.org
Describe Result No Additional Information			

Date / /	Organization Name	Contact Name	Telephone Number and/or Internet Address () http://www.
Describe Result			

STEP 3. Publish advertisements: Two (2) advertisements: One (1) ad in an accepted trade paper; and one (1) ad in an accepted DVBE focus paper (please see the DVBE Resource Packet for a list of all accepted publications); unless the paper is dual purpose (fulfilling both trade and focus requirements), in which case one (1) ad is acceptable. Document this step as required and remember to attach a copy of your advertisement(s).

Focus Paper Name (list full name) Placer County Contractors	Contact Name C&S Publishing	Telephone Number (916) 729-5432
Address		Date Ad Published 11/ 28/ 11
Trade Paper Name (list full name) The Daily Reporter	Contact Name C&S Publishing	Telephone Number (916) 729-5432
Address		Date Ad Published 11/ 23/ 11

☒ I certify the ad was placed to reach both trade and focus audiences through this one publication.

Trade and Focus Paper Name (list full name)	Contact Name	Telephone Number ()
Address		Date Ad Published / /

DOCUMENTATION OF DISABLED VETERAN BUSINESS ENTERPRISE PROGRAM REQUIREMENTS

STD 840 (REV. 9-15-2003)

Designation Of Option Check the appropriate box(es) to indicate the option(s) with which you choose to comply, complete the applicable sections and attach the required supporting documentation. You are advised to read all instructions carefully prior to completing this form. Remember that only California certified DVBEs who can provide related goods and/or services may be used to satisfy these program solicitation requirements.

- ☐ **OPTION A – I commit to meeting the full DVBE contract participation requirement.**
Complete STD 840, Section A.
- ☒ **OPTION B – I performed and documented a Good Faith Effort (GFE) in an attempt to obtain DVBE participation.**
Complete STD 840, Section A (for GFE Steps 4 & 5) and STD 840 (REVERSE), Section B (for GFE Steps 1–3).
- ☐ **OPTION C – I submit a copy of my firm's "Notice of Approved DVBE Business Utilization Plan."**

A. Full information must be provided.

For contract participation commitment, at least one DVBE must be listed. DVBEs must perform a commercially useful function. List the specific goods and/or services with the dollar and/or percentage value(s) that the DVBE(s) commit(s) to provide and the DVBE's tier (prime contractor = 0, subcontractor to prime contractor = 1, subcontractor to Tier 1 subcontractor = 2, etc.). If both the estimated dollar amount and percentage are listed, the higher value supercedes. Attach additional pages to list all other DVBE subcontractors/suppliers (you may use STD 840A). During contract performance, all requests for substituting named DVBEs must be made in accordance with the provisions of California Code of Regulations, Title 2, Section 1896.64(c).

For Good Faith Effort (GFE), use this section to document your first completed contacts with (Step 4), and consideration of (Step 5), relevant DVBEs. Business reasons for non-selection must be documented. Attach additional pages to list all other DVBE contacts (you may use STD 840A). Copies of all written invitations and delivery confirmations must also be attached and submitted with the bid.

BOTH SECTIONS MUST BE COMPLETED FOR GOOD FAITH EFFORT	AT LEAST ONE DVBE MUST BE NAMED FOR PARTICIPATION	Date Contacted	DVBE Company Name (If you are the Prime and a DVBE enter your name, otherwise enter the solicited subcontractor.)			
		11 / 21 / 2011	Shepard Enterprises, Inc.			
		DVBE Contact Name & Reference #		Telephone Number	Fax Number	E-mail (if available)
				()	()	
		Street Address, City, State and Zip Code				
		1900 Spring St., Paso Robles, CA 93446				
		<input type="checkbox"/> Yes, I am, or I will subcontract with, the listed DVBE to provide the following goods and/or services:				
		Specific Goods and/or Services		Estimated \$ and/or %	Tier	
				\$ / %		
		OR <input checked="" type="checkbox"/> No, I am unable to subcontract with the DVBE for the following business reasons:				
No Response						
BOTH SECTIONS MUST BE COMPLETED FOR GOOD FAITH EFFORT	AT LEAST ONE DVBE MUST BE NAMED FOR PARTICIPATION	Date Contacted	DVBE Company Name			
		11 / 21 / 2011	Kevork Douzadizian Construction			
		DVBE Contact Name		Telephone Number	Fax Number	E-mail (if available)
				()	()	
		Street Address, City, State and Zip Code				
		1233 Wesley Ave., Pasadena, CA 91104				
		<input type="checkbox"/> Yes, I will subcontract with the listed DVBE to provide the following goods and/or services:				
		Specific Goods and/or Services		Estimated \$ and/or %	Tier	
				\$ / %		
		OR <input checked="" type="checkbox"/> No, I am unable to subcontract with the DVBE for the following business reasons:				
No Response						

ATTACH ADDITIONAL PAGES (OR USE STD 840A) TO LIST ALL OTHER DVBE CONTACTS

Go to Side 2, Section B to continue Good Faith Effort documentation ⇨

ADDITIONAL DISABLED VETERAN BUSINESS ENTERPRISE CONTACTS

STD 840A (EST. 9-15-2003)

This document may be used as a continuation from Section A, STD 840 (REV. 9-15-2003)

Date Contacted 11/ 21/ 2011	DVBE Company Name Purple Heart Construction
--------------------------------	--

DVBE Contact Name	Telephone Number ()	Fax Number ()	E-mail (if available)
-------------------	-------------------------	-------------------	-----------------------

Street Address, City, State and Zip Code 2218 San Gabriel Blvd. 3C, Rosemead, CA 91770

☐ **Yes, I will subcontract with the listed DVBE to provide the following goods and/or services:**

Specific Goods and/or Services	Estimated \$ and/or % \$ / %	Tier
--------------------------------	---------------------------------	------

OR ☒ **No, I am unable to subcontract with the DVBE for the following business reasons:**

No Response

Date Contacted 11/ 21/ 2011	DVBE Company Name Golden State Framers
--------------------------------	---

DVBE Contact Name	Telephone Number ()	Fax Number ()	E-mail (if available)
-------------------	-------------------------	-------------------	-----------------------

Street Address, City, State and Zip Code 610 S. Jefferson St., Unit L, Placentia, CA 92870

☐ **Yes, I will subcontract with the listed DVBE to provide the following goods and/or services:**

Specific Goods and/or Services	Estimated \$ and/or % \$ / %	Tier
--------------------------------	---------------------------------	------

OR ☒ **No, I am unable to subcontract with the DVBE for the following business reasons:**

No Response

Date Contacted / /	DVBE Company Name
-----------------------	-------------------

DVBE Contact Name	Telephone Number ()	Fax Number ()	E-mail (if available)
-------------------	-------------------------	-------------------	-----------------------

Street Address, City, State and Zip Code
--

☐ **Yes, I will subcontract with the listed DVBE to provide the following goods and/or services:**

Specific Goods and/or Services	Estimated \$ and/or % \$ / %	Tier
--------------------------------	---------------------------------	------

OR ☐ **No, I am unable to subcontract with the DVBE for the following business reasons:**

Date Contacted / /	DVBE Company Name
-----------------------	-------------------

DVBE Contact Name	Telephone Number ()	Fax Number ()	E-mail (if available)
-------------------	-------------------------	-------------------	-----------------------

Street Address, City, State and Zip Code
--

☐ **Yes, I will subcontract with the listed DVBE to provide the following goods and/or services:**

Specific Goods and/or Services	Estimated \$ and/or % \$ / %	Tier
--------------------------------	---------------------------------	------

OR ☐ **No, I am unable to subcontract with the DVBE for the following business reasons:**

The **Daily Reporter** electronic newspaper

Founded in 1994, *The Daily Reporter* is a recognized minority-focused (MBE/WBE/SBE/DBE/DVBE) newspaper

On-line at www.TheDailyReporter.net

Publisher: C&S Publishing

PROOF OF PUBLICATION STATEMENT

for

The Daily Reporter Newspaper

The Daily Reporter is a State of California-certified **Minority-Focused** newspaper and also certified as a **TRADE newspaper** in the building and construction trades. It is published daily online at www.TheDailyReporter.net, and also as a digital (electronic) newspaper, called ***The Daily e-Reporter***.

CERTIFICATION

I am over the age of eighteen, a citizen of the United States, and a resident of Sacramento County. I am not a party to or otherwise interested in the attached matter. I am the principal clerk of the publisher, C&S Publishing, who produces *The Daily Reporter Newspaper*. The *The Daily Reporter Newspaper* is published and printed in the County of Sacramento. The notice, a printed copy of which is attached as Exhibit A, was set in type not smaller than nonpareil and was preceded by words describing the general character and terms of the notice printed in a black face type not smaller than nonpareil. Exhibit A was published in the *The Daily Reporter Newspaper* from NOV. 22 to NOV. 30, 2011.

I declare under penalty of perjury that the forgoing is true and correct and that the attached advertisement, Exhibit A, was affixed to this Proof of Publication by my own hand.

Executed on NOV. 29, 2011 at Sacramento, California



Steve Berlin

Legal Advertisements

BRCO Constructors, Inc.

Subcontractor Bids Requested For:

Stonehurst Child Development Center Building Replacement
Oakland Unified School District
Nov. 30, 2011 @ 2:00 p.m.

Palo Alto High School Stadium Improvements
Palo Alto Unified School District — Contract No.: PASTA-11
Dec. 1, 2011 @ 10:00 a.m.

Leigh High School Unit G
Art & Science Modernization, San Jose
Campbell Union High School District
Dec. 1, 2011 @ 2:00 p.m.

Foresthill Fire District Station Remodel
Foresthill, CA
Dec. 2, 2011 @ 4:00 p.m.

Fairmeadow Elementary School
Palo Alto Unified School District Contract #FM-11
Dec. 5, 2011 @ 3:30 p.m.

Terman Middle School Modernization & New Construction
Palo Alto Unified School District Contract #TMS-11
Dec. 6, 2011 @ 10:00 a.m.

Operations & Security Center @ Terminal 3 Renovations
At Port of Richmond, City of Richmond
Dec. 8, 2011 @ 1:30 p.m.

David Starr Jordan Middle School
Palo Alto Unified School District Contract #JMS-11
Dec. 8, 2011 @ 10:00 a.m.

We are an equal opportunity employer and request subcontractor, supplier and trucker bids from SMALL BUSINESS and SMALL DISADVANTAGED BUSINESS CONTRACTORS, SUPPLIERS, TRUCKERS, WOMEN and MINORITY OWNED BUSINESS ENTERPRISES and DISABLED VETERAN BUSINESS ENTERPRISES.

100% Payment & Performance Bonds may be required on Subcontracts over \$50,000. Alternative forms of security will be considered. BRCO will reimburse bond costs.

BRCO Constructors, Inc.

P.O. Box 367, Loomis, CA 95650 License: 511602
Contact: Susan Sykes at (916) 652-3868
(916) 652-3868 Fax: (916) 652-3922
Equal Opportunity Employer

**The Daily Reporter has been serving
the construction industry since 1994**



Sub Bids Requested From Qualified DVBE Subcontractors and/or Suppliers for:

Unified School District High Performance Facilities Contract
Location: Biggs, CA

Trades/Services Requested:
Drywall, Flooring, Concrete, Installation, and Related Trades

Bid Date: December 1, 2011 at 10:00 a.m.

American Modular Systems, Inc.

787 Spreckels Ave., Manteca, CA 95336
Contact Person: Daniel Sarich License No.: 661154
Email Address: bob.s@americanmodular.com
(209) 825-1921 Fax: (209) 825-7018
Equal Opportunity Employer

Sub Bids Requested From Qualified DVBE/UDBE/MBE/SBE/ WBE Subcontractors and/or Suppliers for:

Westminster Community Theater Bathroom Remodeling
7272 Maple Street Westminster, CA 92683

Trades/Services Requested: Electrical, Plumbing, Mechanical,
Flooring, Tile, Door & Hardware, Toilet Partitions and Accessories.

Bid Date: December 14, 2011

The Richards Group

26323 Jefferson Avenue Suite E103 Murrieta, CA 92562
Contact Person: Richard Uribe License No.: 964978
Email Address: richard@therichardsgroup.us
(760) 715-5510 Fax: (855) 453-3308
Equal Opportunity Employer

BLACKBURN CONSULTING IS REQUESTING UDBE SUBCONSULTANT SERVICES

In Response to Placer County RFP #10134
Bridge Replacement Projects on Brewer Road
Over King Slough and Over Markham Ravine and
Placer County RFP 10136 Bridge Replacement Cook Riolo Road
at Dry Creek. Looking for: Field Inspectors experienced
in Bridge Inspection, Laboratory Services for Materials Testing
and Construction Schedule Review & Claims Management.

Bid Date: December 2, 2011

Blackburn Consulting

11521 Blocker Dr., Ste. 110, Auburn, CA 95603
Contact Kelly Dahill 530-886-2473 by December 2, 2011
Equal Opportunity Employer

PCCA

Builders Exchange E-Zone

The Construction Weekly in electronic format.

PROOF OF PUBLICATION STATEMENT for the *Builders Exchange e-Zone*

The Placer County Contractors Association *Builders Exchange e-Zone* is a State of California-certified **TRADE newspaper** in the building and construction trades. It is published every Monday, 52-times each year, and printed editions are available at both PCCA planrooms. It is also published in digital (electronic) format and can be found, without charge, online at www.PCCAE-Zone.com

CERTIFICATION

I am over the age of eighteen, a citizen of the United States, and a resident of Sacramento County. I am not a party to or otherwise interested in the attached matter. I am the principal clerk of the publisher of the Placer County Contractors Association *Builders Exchange e-Zone*. The Placer County Contractors Association *Builders Exchange e-Zone* is published and printed in the County of Sacramento, and is distributed to members of the Placer County Contractors Association in Placer county, and is available without cost on the Internet at www.PCCAE-Zone.com in both electronic and printable formats. The notice, a printed copy of which is attached as Exhibit A, was set in type not smaller than nonpareil and was preceded by words describing the general character and terms of the notice printed in a black face type not smaller than nonpareil. Exhibit A was published in the *Builders Exchange e-Zone* on NOV. 28, 2011.

I declare under penalty of perjury that the forgoing is true and correct and that the attached advertisement, Exhibit A, was affixed to this Proof of Publication by my own hand.

Executed on NOV. 29, 2011 at Sacramento, California


Steve Berlin

Plans on File

Thursday, January 19, 2012

NORTHSHORE TO CHANNEL FORCE MAIN IMPROVEMENT AND PAVEMENT RENOVATION

PLAN #: 89061 Bid Date: 1/19/2012
 Bid Time: 2:00 PM PLANS AT: Roseville Office
 Location: San Francisco # OF ADDENDA: 1
 Plans on Disk PREBID: 12/12 @ 10 am
 OWNER: San Francisco Public Utilities Commission
 DESCR: Contact, City & Co of San Francisco - Utilities (415) 551-4603. Bid documents will not be posted online per owner's request. Work includes the installation of 33 to 36 inch inside diameter HDPE of fiberglass force main in the vicinity of the Embarcadero, Jackson, Drumm, Market, Spear & Howard Streets, and construction of valve-vaults in the sidewalk of the Embarcadero, between Washington & Broadway

Friday, January 20, 2012

SOLANO PLAYLOT RENOVATION

PLAN #: 16077 Bid Date: 1/20/2012
 Bid Time: 2:00 PM PLANS AT: Roseville Office
 Location: Richmond PREBID: MAND 12/8 @ 11am
 OWNER: City of Richmond FAX: 510-307-8116
 DESCR: Contact, City of Richmond, 510-231-3073. Removing equipment and structures at the Solano Playlot and renovating it with new play equipment, grading improvements, sidewalk & fencing.

BIDDERS LIST:

General Contractor:
 Cf Contracting 415-721-7160 415-296-6437
 Sub Contractor:
 North American Fence 510-436-0755 510-534-5405

Thursday, February 09, 2012

WEST POINT WATER DISTRIBUTION SYSTEM REHABILITATION PROJECT

PLAN #: 53085 Bid Date: 2/9/2012
 Bid Time: 2:00 PM PLANS AT: Roseville Office
 Location: Calaveras Co. Online and Planroom
 Est Cost: \$1,250,000.00 # OF ADDENDA: 4
 PREBID: MAND 7/28 @ 10am
 OWNER: Calaveras County Water District
 Ph: 209-754-3543 FAX: 209-754-1069
 DESCR: Contact, Tami Bennett, 209-754-3181. Replacing deteriorating water mains and a leaking Redwood tank.

BIDDERS LIST:

General Contractor:
 Sierra National Construction 916-481-6792 916-482-2207
 Bobo Construction, Inc. 916-685-2285 916-714-4850
 Marques Pipeline, Inc. 916-923-3434 916-929-5532
 Preston Pipelines 408-262-1418 408-262-1870
 Supplier:
 Sierra Trench Protection/all 530-887-9413 530-887-9112

Thursday, March 22, 2012

ROUND VALLEY REGIONAL PRESERVE - ROUND VALLEY PEDESTRIAN BRIDGE

PLAN #: 56092 Bid Date: 3/22/2012
 Bid Time: 2:00 PM PLANS AT: Roseville Office
 Location: Contra Costa Planroom
 Est Cost: \$155,000.00 PREBID: 11/15 @ 10:30am
 OWNER: East Bay Regional Park District
 DESCR: Contact, East Bay Regional Park District, 510-544-2300. Furnish and install a prefabricated metal pedestrian bridge, including concrete foundations and unpaved trail connections

BIDDERS LIST:

General Contractor:
 Andrew L Lee, Inc. 209-369-8077 209-368-2435
 Diede Construction 209-369-8255 209-368-0600

Legal Ads

Sub Bids Requested From Qualified DVBE Subcontractors and/or Suppliers for:

Unified School District High Performance Facilities Contract
 Location: Biggs, CA

Trades/Services Requested:
 Drywall, Flooring, Concrete, Installation, and Related Trades

Bid Date: December 1, 2011 at 10:00 a.m.

American Modular Systems, Inc.

787 Spreckels Ave., Manteca, CA 95336
 Contact Person: Daniel Sarich License No.: 661154
 Email Address: bob.s@americanmodular.com
 (209) 825-1921 Fax: (209) 825-7018
 Equal Opportunity Employer

BRCO Constructors, Inc.

Subcontractor Bids Requested For:

Finley Center Senior Wing - Phase II
 City of Santa Rosa - Contract #CO1683
 Dec. 14, 2011 @ 2:00 p.m.

Parking Lot Maintenance at CHP, West Sacramento
 State of California Dept. of General Services #DS11-654
 Dec. 15, 2011 @ 2:00 p.m.

We are an equal opportunity employer and request subcontractor, supplier and trucker bids from SMALL BUSINESS and SMALL DISADVANTAGED BUSINESS CONTRACTORS, SUPPLIERS, TRUCKERS, WOMEN and MINORITY OWNED BUSINESS ENTERPRISES and DISABLED VETERAN BUSINESS ENTERPRISES.

100% Payment & Performance Bonds may be required on Subcontracts over \$50,000. Alternative forms of security will be considered. BRCO will reimburse bond costs.

BRCO Constructors, Inc.

P.O. Box 367, Loomis, CA 95650 License: 511602
 Contact: Susan Sykes at (916) 652-3868
 (916) 652-3868 Fax: (916) 652-3922
 Equal Opportunity Employer

TABLE OF CONTENTS TO THE GENERAL CONDITIONS

ARTICLE	PAGE
1. Definitions	1
2. Drawings and Specifications	1
3. Copies Furnished	2
4. Ownership of Drawings	2
5. Detail Drawings and Instructions	2
6. Time for Completion and Liquidated Damages	3
7. Progress Schedule	3
8. Contract Security	3
9. No Assignments	4
10. Change in Name and Nature of Contractor's Legal Entity	4
11. Separate Contracts	4
12. District's Right to Terminate Contract	5
13. Guarantee	6
14. Notice and Service Thereof	7
15. Workers	8
16. Public Liability and Property Damage Insurance	8
17. Fire Insurance	8
18. Proof of Carrier Insurance	9
19. Laws and Regulations	9
20. Permits and Licenses	9
21. Easements	10
22. Surveys	10
23. Excise Taxes	10
24. Patents, Royalties, and Indemnities	10
25. Shop Drawings	10
26. Samples	11
27. Changes and Extra Work	11
28. Deduction for Uncorrected Work	13
29. Payments to Contractor	13
30. Contractor's Supervision	13
31. Inspector's Field Office	14
32. Documents on Work	14
33. Utilities	14
34. Sanitary Facilities	14
35. Protection of Work and Property	14
36. Layout and Field Engineering	16
37. Cutting and Patching	16
38. Cleaning Up	16
39. Correction of Work before Acceptance of Building	16
40. Access to Work	16

TABLE OF CONTENTS TO THE GENERAL CONDITIONS (cont)

ARTICLE	PAGE
41. Occupancy	17
42. District's Inspector	17
43. Tests and Inspections	17
44. Soils and Investigation Report	18
45. Architects Status	18
46. Disputes – Architects Decision	19
47. Materials	19
48. Substitutions	20
49. Subcontracting	21
50. Wage Rates	21
51. Record of Wages Paid: Inspection	22
52. Hours of Work	23
53. Apprentices	24
54. Assignment of Antitrust Claims	27
55. Workers' Compensation insurance	27
56. Provisions Required by Law Deemed Inserted	28
57. Trenches and Subsurface Conditions	28
58. Other Contracts	29
59. Substitution of Securities	30
60. State Audit	31
61. Existing Utility Lines, Removal, Restoration	31
62. Duty to Provide Fit Workers	31
63. Labor – First Aid	32
64. Non-Discrimination	32
65. Contractor Claims	32
66. Completion	32
67. Adjustments to Contract Price	33
68. Correction of Work	33
69. Payments Withheld	33
70. No Waiver	34
71. Payments	34
72. Changes and Extra Work	36

GENERAL CONDITIONS

Article 1 Definitions

- A. The District and Contractor are those mentioned as such in the agreement. They are treated throughout the Contract documents as if they are of singular number and masculine gender.
- B. Subcontractor, as used herein, includes those having direct contact with Contractor and one who furnishes material worked to a special design according to plans and specifications of this work, but does not include one who merely furnishes material not so worked.
- C. Worker includes laborer, worker, or mechanic
- D. Locality in which the work is performed means the county in which the public work is done.
- E. Surety is the person, firm, or corporation that executed as surety the Contractor's Performance Bond and Payment Bond.
- F. Provide shall include "provide complete in place," that is, "furnish and install."
- G. As shown, as indicated, as detailed, refer to drawing accompanying this specification.
- H. Work of the Contractor or subcontractor includes labor or materials or both
- I. Phase I and Phase II as defined as set forth in Section 2 of Supplementary General Conditions.

Article 2 Drawings and Specifications

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

Interpretations. Figured dimensions on drawings shall govern, but work or dimensioned shall be as directed. Work not particularly shown or specified shall be the same as similar parts that are shown as specified. Large scale details shall take precedence over smaller scale drawings as to shape and details of construction.

Specifications shall govern as to materials, workmanship, and installation procedures. Drawings and specifications are intended to be full cooperative and to agree, However, if Contractor observes that drawings and specifications are in conflict, he shall promptly notify the Architect and District in writing and any necessary changes shall be adjusted as provided in contract for changes in work.

Misunderstanding of drawings and specifications shall be clarified by the Architect and District, whose decision shall be final.

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.

Article 3 Copies Furnished

Not applicable

Article 4 Ownership of Drawings

All drawings, specifications, and copies thereof furnished by the District are its property. They are not to be used on other work and with exception of the signed Contract, sets are to be returned to on request at completion of work.

Article 5 Detail Drawing and Instructions

- A. 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.
- B. Work shall be executed in conformity therewith and Contractor shall do no work without proper drawings and instructions.

Article 6 Time for Completion and Liquidated Damages

Time is of the essence in this Contract. Work on Phase I shall be commenced on or before the date in the District's Notice to the Contractor of Intent to Award Contract and shall be completed by Contractor in time specified in the Supplementary General Conditions. If the work specified in Phase II 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 pay to the District as fixed and liquidated damages, and not as a penalty, the sum stipulated in the Supplementary General Conditions for each calendar day of delay until work is completed and accepted. It is mutually agreed that said stipulated sum is reasonable and represents a fair and reasonable estimate of the actual damages the District may be expected to suffer by reason of such delay in completion. Contractor and his surety shall be liable for the amount thereof. Said stipulation sum shall be deducted from either annual rental payments or the purchase price as specified herein.

Extension of Time Contractor shall not be charged liquidated damages, if any are provided for in the agreement, because of any delays in completion of 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, or acts of another Contractor in performance of a contract with the 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 the District grants in writing a further period of time to file such notice prior to date of final settlement of the Contract), notify District in writing of causes of delay and grant extension of time for completing work when, in its judgment, the findings of fact justify such an extension. The District's findings of fact thereon shall be final and conclusive on the paper hereto. Extension of time shall apply only to that portion of work affected. Extensions of time shall apply only to that portion of work affected by the delay, and shall not apply to other provisions of work not so affected.

Article 7 Progress Schedule

Immediately after being awarded any contract, Contractor shall prepare an estimated progress schedule and submit same for the District's and Architect's approval. Schedule shall indicate graphically the beginning and completion dates of all phases of construction.

Article 8 Contract Security

Unless otherwise specified in Supplementary General Conditions, Contractor shall furnish a surety bond in an amount equal to 100 percent (100%) of surety contract price for faithful performance of this contract (Performance Bond) and shall furnish a separate bond in an amount of Lease equal to 50 percent of the contract price as security for payment of persons performing labor and furnishing materials in connection with this Contract (Payment Bond). Aforesaid bonds shall be in the form set forth in this Contract

Documents. Upon request of Contractor, the District will consider and accept multiple sureties on such bonds. For purposes of this Article 8 the contract price is defined as the total cash price as specified on the Bid Form for the Performance Bond and only that work applicable to a public works contract shall be the cash price for the Payment Bond.

Article 9 No Assignment

The Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of this Contract or of its rights, title, or interest in or to the same or any part thereof, without the previous consent in writing of the District, and the Contractor shall not assign, by power of attorney or otherwise, any of the monies to become due and payable under the Contract unless by and with the like consent signified in like manner. If the Contractor shall, without consent, assign, transfer, convey, sublet, or otherwise dispose of the Contract or its right, title or interest therein, or any of the monies to become due under the Contract to any other person, company, or other corporation, such attempted or purported assignment, transfer, conveyance, sublease or other disruption shall be null, void, and of no legal effect whatsoever, and the Contract may, at the option of the District, be terminated, revoked and annulled, and the District shall thereupon be relieved and discharged from any and all liability and obligations growing out of the same to the Contractor, and to its purported assignee or transferee. No right under the Contract nor any right to any money to become due hereunder, shall be asserted against the District in law or equity by reason of any purported assignment of the Contract, or any part thereof, or by reason of the purported assignment of any monies to become due hereunder, unless authorized as set forth herein by written consent of the District. Any assignment of money due or to become due under this Contract shall be subject to prior lien for service rendered or material supplied for performance of work called for under said Contract in favor of all person, firms, or corporations renderings such services or supplying such materials to the extent that claims are filed pursuant to the Civil Code, Government Code and/or Code of Civil Procedure and shall also be subject to deductions for liquidated damages or withholding or payments as determined by the District in accordance with this District.

Article 10 Change in Name and Nature of Contractor's Legal Entity.

Should a change be contemplated in the name or nature of the Contractor's legal entity, the Contractor shall first notify the District in order that proper steps may be taken to have the change reflected on the Agreement.

Article 11 Separate Contracts

The District reserves the right to let other contracts in connection with this work. 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.

If any part of the Contractor's work depends for proper execution or results upon work of any other contractor, the Contractor shall inspect and promptly report to District and Architect in writing any defects in such work that render it unsuitable for such proper execution and results. His failure to so inspect and report shall constitute his acceptance of other contractor's work as fit and proper for reception of his work, except as to defects which may develop in other contractor's work after execution of his work.

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 and Architect in writing any discrepancy between executed work and Contract documents.

Contractor shall ascertain to his own satisfaction, the scope of the project and nature of any other contracts that may have been awarded by the District in prosecution of project to the end that Contractor may perform this Contract in the light of such contracts, if any. Nothing herein contained shall be interpreted as granting to Contractor exclusive occupancy at site of project. Contractor shall not cause any unnecessary hindrance or delay to any other Contractor working on project. If simultaneous execution of any contract for project is likely to cause interference with performance of some other contract or contracts, the District shall decide which contractors may proceed simultaneously. The District shall not be responsible for any damages suffered or extra costs incurred by Contractor resulting directly or indirectly from award or performance or attempted performance of any other contract or contracts on project, or caused by any decision or omission of the District respecting the order or precedence in performance of contracts.

Article 12 Districts Right to Terminate Contract.

- A. If the Contractor refuses or fails to perform the work or any separable part thereof with such diligence and will insure its completion within the time specified or any extension thereof, or fails to complete said work within such time, or if the Contractor should file a petition for relief as a debtor, or should relief be ordered against the Contractor as debtor, under Title 11 of the United States Code, or Contractor should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its solvency, or if it 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 if Contractor should fail to make prompt payment to subcontractors for material or labor, or persistently disregard laws or ordinances, or instructions of District, or if Contractor or its subcontractors should otherwise be guilty of a substantial violation of any provisions of this Contract, then District may, without prejudice to any other right or remedy, serve written notice upon Contractor and its surety of District's intention to terminate this Contract, such notice to contain the reasons for such intention to terminate,

and unless within ten (10) days after the service of such notice such conditions shall cease or such violation shall cease and arrangements satisfactory to District for the correction thereof be made, this Contract shall upon the expiration of said ten (10) days, cease and terminate. In such case, Contractor shall not be entitled to receive any further payment until work is finished.

- B. In the event of any such termination, District shall immediately serve written notice thereof upon surety and Contractor, and surety shall have the right to take over and perform this Contract, provided, however, that if surety within seven (7) 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, or does not commence performance thereof within fifteen (15) days after date of serving such notice of termination by District or surety, District may take over the work and prosecute same to completion by Contract or by any other method it may deem advisable for the account and at the expense of Contractor, and Contractor and its surety shall be liable to District for any excess cost or other damages occasioned the District thereby. Time is of the essence in this Contract. If the District takes over the work as hereinabove provided, the District may without liability for doing so, 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.
- C. If unpaid balance of Contract price shall exceed expense of finishing work, including compensation for additional managerial, architectural, and administrative service, such excess shall be paid to Contractor. If such expense shall exceed such unpaid balance, Contractor shall pay difference to District. Expense incurred by District as herein provided, and damage incurred through Contractor's default, shall be certified to District by Architect.
- D. The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to the District.

Article 13 Guarantee

- A. In addition to guarantees required elsewhere, Contractor shall and hereby does guarantee all work furnished on the job against all defects for a period of one year after date of acceptance of work by the District and shall repair or replace any or all such work, together with any other work, which may be displaced in so doing, that may prove defective in workmanship and/or materials within one year period from date of acceptance without expense whatsoever to the District, ordinary wear and tear, and unusual abuse or neglect excepted. The District will give notice in writing of observed defects to Contractor and Surety with reasonable promptness. Contractor shall notify the District in writing upon completion of such repairs or replacement.

- B. In the event of failure of Contractor or Surety to commence and pursue with diligence said replacements or repairs with ten (10) days after being notified in writing, District is hereby authorized to proceed to have defects repaired and made good at expense of Contractor and Surety, who hereby agrees to pay costs and charges therefore immediately on demand.
- C. 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 written notice required by this Article. If the Contractor or Surety cannot be contacted or neither complies with the District's requirements for correction within a reasonable time as determined by the District, the District may, notwithstanding the provisions of this Article, proceed to make such correction or provide such attention and the costs of such corrections or attention shall be charged against the Contractor and Surety. Such action by the District will not relieve the Contractor and Surety of the guarantee provided in this Article or elsewhere in this Contract.
- D. 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 the District all appropriate guarantee or warranty certificates upon completion of the project or upon request by District.
- E. All guarantees required under this Article shall be in writing on the Guarantee Form included in Contract documents.
- F. Contractor shall also provide to District instruction manuals for all items which require same.
- G. Nothing therein shall limit any other rights or remedies available to District.

Article 14 Notice and Service Thereof

Any notice from one party to the other or otherwise under the Contract shall be in writing and shall be dated and signed by party giving such notice or by duly authorized representative of such party. Any such notice shall be effective for any purpose whatsoever unless served in one of the following manners:

- A. If notice is given to the District by personal delivery thereof to the District, or by depositing same in United States mails, enclosed in a sealed envelope, addressed to the District, and sent by registered or certified mail with postage prepaid.

- B. If notice is given to Contractor by personal delivery thereof to said Contractor or to Contractor's superintendent at sit or project, or by depositing same in United States mails, 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, and sent by registered or certified mail with postage prepaid.
- C. If notice is given to Surety or other person by personal delivery or by depositing same in United States mails, enclosed in a sealed envelope, addressed to such Surety or person at the address of such Surety or person last communicated by Surety or other person or party giving notice, and sent by registered or certified mail with postage prepaid.

Article 15 Workers

- 1. Contractor shall at all times enforce strict discipline and good order among his employees and shall not employ on work unfit persons or anyone not skilled in work assigned to him
- 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 written consent of District.

Article 16 Public Liability and Property Damage Insurance

Contractor shall take out and maintain during the life of this Contract, such public liability and property damage insurance as shall protect Contractor and District from all claims for personal injury, including accidental death, to any person (including as to District, injury or death to Contractor's or subcontractor's employees), as well as from all claims for property damage arising from operations under this Contract, in amounts as set forth in the agreement. Such insurance shall be with an insurance company qualified to do business in California and rated A or better by Best's Key Rating Guide.

Contractor shall require his subcontractors, if any, to take out and maintain similar public liability and property damage insurance in like amounts.

Article 17 Fire Insurance

Contractor will procure at Contractor's own expense, and before commencement of any work under this Contract, fire insurance on the project with course of construction, vandalism, and malicious mischief clauses attached. Amount of fire insurance shall be sufficient to protect against loss or damage in full until work is accepted by the District.

Article 18 Proof of Carriage of Insurance

Contractor shall not commence work nor shall he allow any subcontractor to commence work under this Contract until he has obtained all required insurances and certificates, which have been delivered in duplicate to and approved by the District. Such insurance shall be with an insurance company admitted by the Insurance Commissioner of the State of California, having a current certificate of authority.

- A. Certificates and insurance policies shall include the following clause: "This policy shall not be cancelled or reduced in required limits or amounts or amount of insurance until notice has been mailed to the District stating date of cancellation or reduction may not be less than thirty (30) days after date of mailing notice."
- B. Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, and cancellation and reduction notice will be sent, and length of notice period.
- C. Statement that the District is a named additional insured under the policy described and that such insurance policy shall be primary to any insurance or self-insurance maintained by the District.
- D. In case of Contractor's failure to provide insurance as required by the Contract, the District may, at District's option, take out and maintain at the expense of the Contractor, such insurance in the name of the Contractor, or subcontractor, as the District may deem proper and may deduct the cost of taking out and maintaining such insurance from any sums which are due or become due to the Contractor under this Contract.

Article 19 Laws and Regulations

Contractor shall give all notices and comply with all laws, ordinances, rules, and regulations bearing on conduct of work as indicated and specified. If Contractor observes that drawings and specifications are at variance therewith, he shall promptly notify District and Architect in writing, and any necessary changes shall be adjusted as provided in Contract for changes in work. If Contractor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to district and Architect, he shall bear all costs arising therefrom.

Article 20 Permits and Licenses

Permits and licenses as required for the Biggs Unified School District necessary for performance of work shall be secured and paid for by the Contractor, except for DSA fees and permits and inplant/field inspection fees, unless otherwise specified.

Article 21 Easements

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

Article 22 Surveys

Surveys to determine location or property liens and corners will be supplied by the District. Surveys to determine locations of construction, grading and site work shall be provided by Contractor.

Article 23 Excise Taxes

If, under excise tax law, any transaction hereunder constitutes a sale on which a federal excise 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 purpose 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 bid price.

Article 24 Patents, Royalties, and Indemnities

The Contractor shall hold and save the District, its officers, agents, and employees harmless from liability of any nature of 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.

Article 25 Shop Drawings

The Contractor shall check and verify all field measurements and shall submit, with such promptness as to not cause delay in his own work or in that of any other contractor, one (1) copy checked and approved by him of all shop or setting drawings, schedules, and materials list required for the work of various trades. Architect and District shall review and return within ten (10) days such schedules and drawings only for conformance with design concept of project and compliance with information given in Contract documents. Contractor shall make any corrections required by Architect, file with him one (1) reproducible copy and furnish such other copies as may be needed for construction. Architect's and District's approval of such drawings or schedules shall not relieve Contractor from responsibility for deviations from drawings or specifications unless he has in writing called Architect's and District's attention to such deviations nor shall it relieve him from responsibility for errors in shop drawings or schedules.

Article 26 Samples

Contractor shall furnish for approval, written thirty-five (35) days following award of Contract, all samples, as required in specifications together with catalogs and supporting data required by Architect. This provision shall not authorize an extension of time for performance of this Contract. Architect will check and approve such samples, within ten (10) working days from receipt of same, only for conformance with design concept of work and for compliance with information given in contract documents. Work shall be in accordance with approved samples.

Article 27 Changes And Extra Work

Changes in Work The District, without invalidating Contract and as provided by law, may order extra work or make changes by altering, adding to, or deducting from work, the contract sum being adjusted accordingly. In the event of adjustments to the Contract sum, the rent for each year of the term of the Lease shall be adjusted equally or the purchase price shall be adjusted accordingly. All such work shall be executed under conditions of original Contract, except that any claim for extension of time caused thereby shall be adjusted at time of ordering with change.

In giving instructions, Architect shall have authority to make minor changes in work, not involving, change in cost, and not inconsistent with purposes of building. Otherwise, except is an emergency endangering life or property, no extra work or change shall be made unless in pursuance of a written order from the District, and no claim for addition to Contract sum shall be valid unless so ordered.

Value of any such work, change, or deduction shall be determined at the discretion of the District in one or more of the following ways:

- A. By acceptable lump proposal from Contractor.
- B. By unit prices contained in Contractor's original bid and incorporated in Contract documents or fixed by subsequent agreement between the District and Contractor.
- C. By cost of material and labor and percentage for overhead and profit. The following form shall be followed as applicable for additions and deductions in Contract:

EXTRA

CREDIT

1. Material (attached itemized quantity and unit cost plus sales tax)
2. Labor (attached itemized hours and rates)
3. Subtotal
4. Subcontractor's overhead and profit
(Not To exceed 15% of Item 3)
5. P.I. and P.D. Compensation Insurance, Social Security, and Unemployment Taxes not to exceed 20% of Labor, Item 2)
6. Subtotal
7. General Contractor's Overhead and Profit
Not to exceed 15% of Item 6
8. Subtotal
9. Bond Premium
not to exceed 2% of Item 8
10. Total

If the Contractor should claim that any instruction, request, drawing, specification, action, condition, omission, default, or other situation obligates the District to pay additional compensation to the Contractor or to grant an extension of time for the completion of the Contract, he shall notify the District, in writing of such claim within ten (10) days from the date he has actual or constructive notice of the factual basis supporting the claim. The Contractor's failure to notify the District within such ten (10) day period shall be deemed a waiver and relinquishment of the claim against the District. If such notice be given within the specified time, the procedure for its consideration shall be as stated above in this Article.

If the Contractor is delayed in completing the work by reason of any change made pursuant to this Article, the time for completion of the work shall be extended by Change Order for the period commensurate with such delay. The Contractor shall not be subject to any claim for liquidated damages for this period of time.

Article 28 Deduction for Uncorrected Work

If the District deems it inexpedient to correct work injured or not done in accordance with Contract, an equitable deduction from Contract price shall be made therefore, and the rent for each year for the term of the Lease to be adjusted equally or the cash price shall be adjusted accordingly.

Article 29 Payments By Contractor

Contractor shall pay:

- A. For all transportation and utility services not later than the 20th day of the calendar month following that in which such services are rendered
- B. For all materials, tools, and other expendable equipment to the extent of ninety percent (90%) of cost thereof, not later than the 20th day of the calendar month following that in which such materials, tools, and equipment are delivered at site of project and balance of cost thereof not later than the 30th day following completion of that part of work in or on which such materials, tools, and equipment are incorporated or used.
- C. To each of his subcontractors, not later than the 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.

Article 30 Contractor's Supervision

Unless personally present on premises (including both the site and the plant) where work is being done, Contractor shall keep on the work, during its progress, a competent Construction Superintendent satisfactory to District. The Construction Superintendent shall not be changed except with consent of the District, unless the Construction Superintendent proves to be unsatisfactory to contractor and ceases to be in his employ.

The Construction Superintendent shall represent contractor in his absence, and all directions given to him shall be so confirmed on written request in each case.

Contractor shall give efficient supervision to work, using his best skill and attention. He shall carefully study and compare all drawings, specifications and other instruction, and shall at once report to Architect any error, inconsistency, or omission which he may discover, but he shall not be liable to the District for any damage resulting from any errors or deficiencies in contract documents or other instructions to Architect.

Article 31 Inspector's Field Office

Inspector's Field Office will not be required on this project.

Article 32 Documents on Work

Contractor shall keep one copy of all contract documents, including addenda, change orders, and Title 24 of the California Code of Regulations, which is a part of the contract documents, on the job at all times. Said documents shall be kept in good order and available to Architect and his representatives.

Contractor shall be acquainted with and comply with the provisions of Title 24 as they relate to this project. (See particularly the duties of Contractor, Title 24, California Code of Regulations, Section 35.)

Article 33 Utilities

All utilities, including, but not limited to electricity, water, and gas, used on work shall be furnished and paid for by the District. Contractor shall furnish and install necessary temporary distribution systems from distribution points on site where utility is necessary to carry on work. Upon completion of work, contractor shall remove all temporary distribution systems.

Article 34 Sanitary Facilities

Not required on this project.

Article 35 Protection of Work and Property

The Contractor shall be responsible for all damages to person or property that occur as a result of his fault or negligence in connection with the prosecution of this Contract and 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. He shall adequately protect adjacent property from settlement or loss of lateral support as provided by law and Contract documents. Contractor shall take all necessary precautions for safety of employees on the work and shall comply with all applicable safety laws to prevent accidents or injury to persons on, about, or adjacent to premises where work is being performed. He shall properly maintain at all times, all necessary safeguards, signs, barriers, lights for protection of workers and the public, and shall post danger signs warning against hazards created by such features in the course of construction. The above described safeguards, signs, barriers, lights shall be furnished by the District or shall be furnished by the Contractor at an additional cost to the District. Contractor shall designate a responsible member of his organization on the work whose duty shall be prevention of accidents. Name and position of person so designated shall be available to the District.

In an emergency affecting safety or life or of work or of adjoining property, Contractor, without special instruction or authorization from Architect or 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 Architect or by the District. Any compensation claimed by Contractor on account of emergency work shall be determined by agreement.

Contractor shall provide such heat, covering, and enclosures are necessary to protect all work materials, equipment, appliances, and tools against damage by weather conditions.

Contractor shall take adequate precautions to protect existing sidewalks, curbs, pavements, utilities, adjoining property and structures, and to avoid damage thereto, and repair any damage thereto caused by construction operations.

Contractor shall (unless the requirement is waived by the inspector or is otherwise specified in the General Requirements):

- A. Enclose working area with a substantial barricade, arrange work to cause minimum amount of inconvenience and danger to students and faculty in their regular school activities, and perform work which may interface with school routine before or after school hours, (this sub-section applies to new construction on existing sites.)
- B. Provide substantial barricades around any shrubs or trees indicated to be preserved.
- C. Deliver materials to building area over route designated by District.
- D. When directed by the District, take preventive measures to eliminate objectionable dust.
- E. Confine his apparatus, the storage of materials, and the operation of his workmen to limits indicated by law, ordinances, permits, or directions of Architects, and shall not unreasonably encumber premises with his material, and enforce all instructions of the District and Architect regarding signs, advertising, fires, danger signals, barricades, and smoking, and all require that all persons employed on work comply with all regulations while on construction site.
- F. 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 at no cost to the District.

Article 36 Layout and Field Engineering

District shall provide the Contractor the locations of two (2) corners of the building(s).

Article 37 Cutting and Patching

All required cutting and patching of site condition, asphalt or concrete is not a part of this Contract. These conditions, if known, shall be an add to the Contract price. If not known it shall require a change order to the Contract price.

Article 38 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; debris shall be removed from premises. Contractor shall not leave debris under, in, or about the premises. Upon completion of work, he shall clean interior and exterior of building including fixtures, equipment, walls, floors, ceilings, roofs, window sills and ledges, horizontal projections, and any area where debris has collected so surfaces are free from foreign material or discoloration; he shall clean and polish all glass, plumbing fixtures, and finish hardware and similar finish surfaces and equipment and remove temporary fencing, barricades, planking and construction toilet and similar temporary facilities from site.

Article 39 Correction of Work Before Acceptance of Building

Contractor shall promptly remove from premises all work condemned by the District as failing to conform to Contract, 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.

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

Article 40 Access to Work

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

Article 41 Occupancy

District reserves the right to occupy building at any time before completion, and such occupancy shall not constitute final acceptance of any part of work covered by this Contract, nor shall any occupancy extend the date specified for completion of work. But, such occupancy may reduce any damages proportionally.

Article 42 District's Inspector

One or more inspectors employed by District in accordance with requirements of Title 24 of the California Code of Regulations will be assigned to the work. His duties are specifically defined in Section 34 of Title 24.

The inspector shall have full access to all plant and site operations involving work under this Contract and shall be provided reasonable advance notice of the time and place of operations which he desires to observe. He shall be provided with all necessary samples of materials and work for testing purposes. Before any fabricated buildings or portions thereof required under this Contract are released from the plant for delivery to the site, the inspector at the plant shall determine their acceptability.

All work shall be under 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 Architect shall have authority to stop work whenever provisions of Contract documents are not being complied with, and Contractor shall instruct his employees accordingly.

Article 43 Test and Inspections

If Contract, District's instruction, laws, ordinances, or any public authority require any work to be specially tested or approved, contractor shall give notice in accordance with such authority of its readiness for observations or inspection at least two (2) working days prior to being tested or covered up. If inspection is by authority other than District, contractor shall inform District of date fixed for such inspection. Required Certificates of Inspection shall be secured by contractor. Observations by District shall be promptly made, and where practicable at source of supply. If any work should be covered up without approval or consent of District, it must, if required by District, be uncovered for examination and satisfactorily reconstructed at contractor's expense in compliance with contract. Costs of test and any materials found to be not in compliance with contract shall be paid for by contractor. Other costs for test and inspection of materials shall be paid by the District.

Where such inspection and testing are to be conducted by an independent laboratory or agency, such materials or samples of materials to be tested shall be selected by such laboratory or agency, or District's representative, and not by Contractor. Contractor shall notify District a sufficient time in advance of manufacture of materials to be supplied him under Contract, which must, by terms of contract, be tested in order that District may arrange for testing of same at source of supply. Any materials shipped by contractor from source of supply prior to having satisfactorily passed such testing and inspection, or prior to receipt of notice from said representative that such testing and inspection will not be required, shall not be incorporated in work without prior approval of District and subsequent testing and inspection.

Re-examination of questioned work may be ordered by District, and if so ordered, work must be uncovered by contractor. If such work be found in accordance with contract documents, District shall pay costs of re-examination and replacement. If such work be found not in accordance with contract documents, Contractor shall pay such costs.

Article 44 Soils and Investigation Report

As required by DSA to be provided by the District

Article 45 Architects Status

The Architect shall be the District's agent and representative during the construction period, and he shall observe the progress and quality of the work on behalf of district. Architect shall have authority to act on behalf of District only to the extent expressly provided in the Contract documents. Architect shall have the authority to stop work whenever such stoppage may be necessary, in Architect's reasonable opinion, to insure the proper execution of the Contract.

The Architect shall be, in first instance, the judge of the performance of this Contract. Architect shall side neither with the District nor with the Contractor, but shall use his powers under the Contract to enforce its faithful performance by both. Nothing herein authorizes Architect to act as arbitrator for the parties.

The Architect shall have all responsibility and power established by law, including Title 24 of California Code of Regulations. Within the scope of the Contract, the Architect has the authority to enforce compliance with the Contract documents, including the Plans and Specifications. The Contractor shall promptly comply with instructions from the Architect or an authorized representative.

On all questions related to the quantities, the acceptability of material, equipment or workmanship, the execution, progress or sequence of Work, the interpretation of specifications or drawings, and the acceptable fulfillment of the Contract on the part of the Contractor, the decision of the Architect shall govern and shall be precedent to any payment under the Contract unless otherwise ordered by the Governing Board. The progress and completion of the Work shall not be impaired or delayed by virtue of any questions or dispute arising out of or related to the foregoing matters and the instructions of the Architect relating thereto.

General supervision and direction of the Work by the Architect shall in no way imply that the Architect or his or her representatives are in any way responsible for the safety of the Contractor or its employees or that the architect or his or her representatives will maintain supervision over the Contractor's construction methods or personnel other than to ensure that the quality of the finished Work is in accordance with the Contract documents.

Article 46 Disputes – Architects Decisions

The Architect shall, within a reasonable time, make decisions on all claims of District or Contractor and on all other matters relating to the execution and progress of work. The decisions of the Architect shall not be binding but shall be advisory only.

All claims of \$375,000 or less which arise between the Contractor and the District shall be subject to the settlement and arbitration provisions and procedures set forth in Public Contract Code Sections 20104 et seq., which provisions are incorporated herein by this reference.

In event of a dispute the parties have as to performance of the work, the interpretation of this Contract, or payment or nonpayment for work performed or not performed, the parties shall attempt to resolve the dispute. Pending resolution of the dispute, Contractor agrees to continue the work diligently to completion. If the dispute is not resolved, Contractor agrees it will neither rescind the Contract nor stop the progress of the work, but Contractor's sole remedy shall be to submit such controversy to determination by a court or competent jurisdiction of the dispute, after the Project has been completed and not before.

Article 47 Materials

Except as otherwise specifically stated in this Contract, Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, superintendence, temporary constructions of every nature, and all other services and facilities of every nature whatsoever necessary to execute and complete this Contract within specified time.

Unless otherwise specified, all materials shall be new and both workmanship and material shall be of good quality.

Materials shall be furnished in ample quantities and at such time as to ensure 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.

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 claim, liens or charges. He 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 lien upon premises or any improvement or appurtenances thereon, except that Contractor may install metering devices or other equipment of utility companies or of political subdivision, title to which is commonly retained by utility company or political subdivision. In event of installation of any such metering device or equipment, Contractor shall advise District as to owner thereon. Nothing contained in this Article however, shall defeat or impair right of persons furnishing material or labor under any law permitting such persons to look to funds due Contractor in hands of District, and this provision shall be inserted in all subcontractors 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 materials.

Article 48 Substitutions

Whenever in specifications any materials, process, or article is indicated or specified by grade, patent, or proprietary name or by name of manufacturer, such specifications shall be deemed to be used for the purpose of facilitating description of materials, process or article desired and shall be deemed to be followed by the word "equal", the Contractor may, unless otherwise stated offer any material, process, or article which shall be substantially equal or better in every respect to that so indicated or specified. If material, process or article offered by Contractor is not, in opinion of Architect, substantially equal or better in every respect to that specified, then Contractor shall furnish material, process or article specified. Burden of proof as to equality of any material, process, or article shall rest with Contractor. Contractor shall submit request together with substantiating data for substitution of any "or equal" item within thirty-five (35) days after Award of Contract.

Provisions authorizing submissions of "or equal: justifications data shall not in any way authorize an extension of time for performance of this Contract.

In event Contractor furnished material, process, or article more expensive than that specified, difference in cost of such material, process, or article so furnished shall be borne by Contractor.

Article 49 Subcontracting

- A. Contractor agrees to bind every subcontractor by terms of the Contract as far as such terms are applicable to subcontractor's work. If Contractor shall subcontract any part of this Contract, Contractor shall be as fully responsible to the District for 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 the Contract documents shall create any contractual relation between any subcontractor and the District.
- B. 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 provisions of this Contract.
- C. Substitution or addition of subcontractors shall be permitted only as authorized in Chapter 2 (commencing at Section 4100), Division 5, Title 1 of the California Government Code.

Article 50 Wage Rates

Pursuant to the provisions of Article 2 (commencing at Section 1770), Chapter 1, Part 7, Division 2 of the Labor Code of California, the District has obtained prevailing rate of per diem wage and the prevailing rate for holiday and overtime work in the locality in which the work is to be performed for each craft, classification or type of worker needed to execute the Contract. Holidays shall be defined in the collective bargaining agreement applicable to each particular craft, classification or type or worker employed under the Contract.

Per diem wages shall be deemed to include employer payments for health and welfare, pensions, vacation, travel time and subsistence pay provided in Section 1773.8 of the California Labor Code, apprenticeship or other training programs authorized by Section 3090 of the California Labor Code, and similar purposes when the term "per diem" is used herein.

If, during the period this bid is required to remain open, the Director of Industrial Relations determines that there has been a change in any prevailing rate of per diem wages in the locality in which work under the Contract is to be performed, he shall make the changes available to the District, but the change shall not effect the Request for Bids of the Contract subsequently awarded.

Holiday and overtime work, when permitted by law, shall be paid for at the rate of at least one and one-half (1-1/2) times the above specified rate of per diem wages unless otherwise specified.

There shall be paid each worker of the Contractor or any of his subcontractors engaged in work on the project, not less than the general prevailing wage rate, regardless of any contractual relationship which may be alleged to exist between the Contractor or any subcontractor and such worker.

The Contractor shall, as a penalty to the District, forfeit twenty-five dollars (\$25.00) for each calendar day or portion thereof, for each worker paid less than the prevailing rates as determined by the director for such work or craft in which such worker is employed for any public work done under the Contract by him or by any subcontractor under him. The difference between such prevailing wage rates and the amount paid to each worker for each calendar day, or portion thereof, for which each worker was paid less than the prevailing wage rate, shall be paid to each worker by the Contractor.

Contractor shall post, at appropriate conspicuous points on the site of the project, a schedule showing all determined general prevailing wage rates.

Contractor shall not be required to pay the prevailing rate per diem wages for that work which has been deemed to be work which is an extension of the assembly of prefabricated sections or components of the modular(s) and or modular building(s). This work has been determined to be not applicable to the prevailing rate of per diem wages by the Director of Industrial Relations.

Article 51 Record of Wages Paid: Inspection

Pursuant to Section 1776 of the Labor Code:

- A. Each Contractor and subcontractor shall keep the accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week and the actual per diem wage paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work under this Contract.
- B. 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:
 1. A certified copy of an employee's payroll record shall be made available for inspection or furnished to such employee or his or her authorized representative on request.

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 District, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards or the Department of Industrial Relations.
 3. A certified copy of all payroll records enumerated in Subdivision "A" shall be made available upon request to the public for inspection or copies thereof made, provided, however, that a request by the public shall be made through either the District, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. The Public shall not be given access to such records at the principal office of the Contractor.
- C. Each Contractor shall file a certified copy of the records enumerated in Subdivision "A" with the entity that requested such records within ten (1) days after receipt of a written request.
- D. Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by the District, the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement shall be marked or obliterated in such manner as to prevent disclosure of an individual's name, address, and social security number. The name and address of the Contractor awarded the Contract or performing the Contract shall not be marked or obliterated.
- E. In the event of noncompliance with the requirements of this section, the Contractor shall have ten (10) days in which to comply, subsequent to receipt of written notice specifying in what respects such Contractor must comply with this section. Should noncompliance still be evident after such 10 day period, the Contractor shall, as a penalty to the District, forfeit twenty-five (\$25) 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, such penalties shall be withheld from progress payments then due.
- F. The responsibility for compliance with this Article shall rest upon the prime Contractor.

Article 52 Hours of Work

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 services of any worker employed at any time by the Contractor or by any subcontractor on any subcontract under 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 hereinabove set forth, work performed by employees of Contractors 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 (1-1/2) times the basic rate of pay.

The Contractor shall keep and shall cause each subcontractor to keep a record showing the name of the actual hours worked each calendar day and week by each worker employed by Contractor 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.

Pursuant to Labor Code Section 1813, the Contractor shall pay to the District a penalty of twenty-five (\$25.00) for each worker employed in the execution of this Contract by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day in violation of the provisions of Article 3 (commencing at Section 1810), Chapter 1, part 7, Division 2 of the Labor Code.

Any work necessary to be performed after regular working hours or on Sundays or other holidays shall be performed without additional expense to the District unless so ordered by the District.

Article 53 Apprentices

All apprentices employed by Contractor to perform services under the Contract shall be paid the standard wage paid to apprentices under the regulations of the craft or trade at which he is employed, and shall be employed only at the work of craft or trade to which he is registered.

Only apprentices, as defined in Section 3077, who are in training under apprenticeship standards and written apprenticeship agreement under chapter 4 (commencing at Section 3070), Division 3 of Labor Code, are eligible to be employed under this Contract. The employment and training of each apprentice shall be in accordance with the provisions of the apprenticeship standard and apprentice agreements under which he is training.

When the Contractor to whom the Contract is awarded by the District or any subcontractor under him, in performing any of the work under the Contract or subcontract shall apply to the joint apprenticeship committee, administering the apprenticeship standards of the craft or trade in the area of the site of the public work, for a certificate approving the Contractor or subcontractor under the apprenticeship standards for the employment and training of apprentices in the area or industry affected, provided, however, that the approval as established by the joint apprenticeship committee or committees shall be subject to the approval of the Administrator of Apprenticeship. The joint apprenticeship committees,

administering the apprenticeship of the crafts or trade in the area of the site of the public work, to ensure equal employment and affirmative action and apprenticeship for women and minorities. Contractors or subcontractors shall not be required to submit individual applications for approval to local joint apprenticeship standards. The ratio of apprentices to journeymen, who shall be employed in the craft or trade on the public work, may be the ratio stipulated in the apprenticeship standards under which joint apprenticeship committees operates, but in no case shall the ratio be less than one apprentice for each five journeymen, except as otherwise provided in this section.

The Contractor or subcontractor, if he is covered by this section upon the issuance of the approval certificate, or if he has been previously approved in such craft or trade, shall employ the number of apprentices or the ratio of apprentices to journeymen stipulated in the apprenticeship standards. Upon proper showing by the Contractor that he employs apprentices in such craft or trade in the state on all his contracts on an annual average of not less than one apprentice to each five journeymen, the Division of Apprenticeship Standards may grant a certificate exempting the Contractor from the 1 to 5 ratio as set forth in this section. This section shall not apply to contracts of general contractors involving less than thirty thousand dollars (30,000) or twenty (20) working days, or to contracts of specialty contractors not bidding for work through a general or prime contractor involving less than two thousand dollars (\$2,000) or fewer than five (5) working days.

"Apprenticeship craft or trade," as used in this section, shall mean a craft or trade determined as an apprenticeable occupation in accordance with rules and regulations prescribed by the Apprenticeship Council. The joint apprenticeship committee shall have the discretion to grant a certificate, which shall be subject to the approval of the Administrator of Apprenticeship, exempting a contractor from the 1 to 5 ratio set forth in this section when it finds that any one of the conditions is met:

- A. In the event unemployment for the previous three-month period in such area exceeds an average of 15 percent (15%), or
- B. In the event the number of apprentices in training in such area exceeds a ratio of 1-5, or
- C. If there is a showing that the apprenticeable craft or trade is replacing at least one-thirtieth ($1/30$) of its journeymen annually through apprenticeship training, either (1) on a statewide basis or (2) on a local basis, or
- D. If assignment of an apprentice to any work performed under a public work contract would create a condition which would jeopardize his life or the life, safety, or property of fellow employees or the public at large, or if the specific task to which the apprentice is to be assigned is of such a nature that training cannot be provided by a journeyman.

When such exemptions are granted to an organization which represents contractors in a specific trade from the 1 to 5 ratio on a local or statewide basis, the member contractors will not be required to submit individual applications for approval to local joint apprenticeship committees, provided they are already covered by the local apprenticeship standards.

A contractor to whom the Contract is awarded or any subcontractor under him, who in performing any of the work under the contract, employs journeymen or apprentices in any apprenticeable craft or trade and who is not contributing to the fund or funds to administer and conduct the apprenticeship program in any such craft or trade in the area of the site of public work, to which fund or funds other contractors in the area of the site of public work are contributing, shall contribute to the fund or funds in each craft or trade in which he employs journeymen or apprentices on the public work in the same amount or upon the same basis and in the same manner as the other contractors do, but where the trust fund administrators are unable to accept such funds, contractors not signatory to the trust agreement shall pay a like amount to the California Apprenticeship Council. The Contractor or subcontractor may add the amount of such contributions to the funds as set forth in Section 227.

The responsibility of compliance with this section for all apprenticeable occupations is with the prime contractor.

All decisions of the joint apprenticeship committee under this section are subject to the provisions of Section 3081.

It shall be unlawful for an employer or a labor union to refuse to accept otherwise qualified employees as registered apprentices on any public works on the ground of race, religious creed, color, national origin, ancestry, sex or age, except as provided in Section 3077 of such employee.

In the event the Contractor willfully fails to comply with the provisions of this Article and Section 1777.5 of the Labor code, such Contractor shall:

- A. Be denied the right to bid on any public works contract for a period of one (1) year from the date the determination of noncompliance is made by the Administrator of Apprenticeship; and
- B. Forfeit, add a civil penalty, in the sum of fifty dollars (\$50.00) for each calendar day of noncompliance. Notwithstanding the provisions of Section 1727 of the Labor Code, upon receipt of such determination, the District shall withhold from Contractor progress payments then due or to become due such sum.

Any such determination shall be issued after a full investigation, a fair and impartial hearing, and reasonable notice thereof in accordance with reasonable rules and procedures prescribed by the California Apprenticeship Council.

Any funds withheld by the awarding pursuant to this section shall be deposited in the General Fund if the awarding body is a state entity or in the equivalent fund or an awarding body if such awarding body is an entity other than the state.

The interpretation and enforcement of Sections 1775.5 and 1777.7 of the Labor Code shall be in accordance with the rules and procedures of the California Apprenticeship Council.

Article 54 Assignments or Antitrust Claims

Pursuant to Section 4551 of the Government Code, 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 U.S.C. Section 15) or under the Cartwright Act (Chapter 2 commencing with Section 16700 of Part 2 of Division 7) or the Business and Professions Code), arising from purchases of goods, services or materials pursuant to the public works Contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the Contractor, without further acknowledgement by the parties.

If the District receives, either through judgment or settlement, a monetary recovery for cause of action assigned under Chapter 11 (commencing with Section 4550) of Division 5 of Title 1 of the Government Code, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the District any portion of the recovery, including treble damages, attributable or overcharges that were paid by the assignor but were not paid by the District as part of the bid price, less the expenses incurred in obtaining that portion of the recovery.

Upon demand in writing by the assignor, the district shall, within one year from such demand, reassign the cause of action assigned pursuant to this Article if the assignor has been or may have been injured by the violation of law for which the cause of action arose, and (1) the District has not been injured thereby, or (2) the District declines to file a court action for the cause of action.

Article 55 Workers Compensation Insurance

The Contractor shall provide, during the life of this Contract, workers' compensation insurance for all of his employees engaging 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 subcontractors 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 Statute, 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. Contractor is required to secure payment of compensation to his employees in accordance with the provision of Section 3700 of the Labor Code.

Article 56 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.

Article 57 Trenches and Subsurface Conditions

If the Contract price exceeds \$25,000 and involves the excavation of any trench or trenches five feet or more in depth, the Contractor shall, in advance of excavation, submit to the District or a registered civil or structural engineer employed by the District, a detailed plan showing the design or shoring, bracing, sloping or other provisions to be made for workers protection from the hazard of caving ground during the excavation of such trench or trenches. If such plan varies from the Shoring System Standards established by Construction Safety Orders of the Division of Industrial Safety, the plan shall be prepared by a registered civil or structural engineer employed by the Contractor, and all costs thereof shall be included in the price named in the Contract for completion of the work set forth in the Contract documents, Nothing in this Article shall be deemed to allow the use of a system less effective than that required by the Construction Safety Orders. No excavation of such trench or trenches shall be commenced until said plan has been accepted by District or the person to whom authority to accept has been delegated by District. Nothing in this Article shall be construed to impose tort liability on District, Architect, nor any of their officers, agents, representatives, or employees.

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

- A. 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 state in accordance with provisions of existing law.
- B. Subsurface or latent physical conditions at the site differing from those indicated.
- C. Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in the work of the character provided for in the contract.

If, in the District's opinion, any change is required for performance of extra work not covered by this Contract, the District may order such change under the provisions of Article 27 herein.

In accordance with Public Contracts Code Section 7104, any dispute arising between Contractor and District as to any of the conditions listed in A, B, or C above, or with respect to Article 27 of this Contract, shall not excuse the Contractor from the completion date required by this Contract and the Contractor shall proceed with all work to be performed under this Contract.

In addition, the District reserves the right to terminate this Contract should the District determine not to proceed because of any condition described in A, B, or C above. Contractor shall receive payment for all work performed to the date of termination.

Article 58 Other Contracts

District reserves the right to let other Contracts in connection with this work. 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 its work with others.

If any part of Contractor's work depends for proper execution or results upon work of any other contractor, the Contractor shall inspect and promptly report to Architect in writing any defects in such work that render it unsuitable for such proper execution and results.

To insure proper execution of subsequent work, Contractor shall measure and inspect work already in place and shall at once report to the Architect in writing any discrepancy between executed work and Contract documents.

Contractor shall ascertain to its own satisfaction the scope of the project and nature of any other contracts that have been or may be awarded by the 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 site of project. Contractor shall not cause any unnecessary hindrance or delay to any other contractor working on project. If simultaneous execution of any contract or 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.

District shall not be responsible for any damages suffered or extra costs incurred by Contractors resulting directly or indirectly for award or performance or attempted performance of any other contract or contracts on project, or caused by decision or omission of District respecting the order of precedence in performance of contracts.

Article 59 Substitution of Securities

Pursuant to the requirements of Public Contract Code Section 22300, upon Contractor's request, District will make payment to Contractor of any funds withheld from payments under this contract if Contractor deposits with the District or in escrow with a California or federally chartered bank acceptable to District, securities eligible for the investment of State Funds under Government Code Section 16430 or bank or savings and loan certificates of deposit, upon the following conditions:

- A. Contractor shall be the beneficial owner of any securities substituted for monies withheld and shall receive any interest thereon.
- B. All expenses relating to the substitution of securities under said Section 22300 and under this clause, including, but not limited to district's overhead and administrative expenses and expenses of escrow agent shall be the responsibility of the Contractor.
- C. Securities or certificates of deposit substituted for monies withheld shall be a value of at least equivalent to the amounts of retention to be paid to contractor pursuant to this paragraph.
- D. If Contractor shall choose to enter into an escrow agreement, such agreement shall be in the form attached hereto as part of the Contract documents.
- E. Contractor shall obtain the written consent of the surety to such agreement.
- F. Securities, if any, shall be returned to Contractor only upon satisfactory completion of the contract.

To minimize the expense caused by such substitution of securities, Contractor shall, prior to or at the time Contractor requests to substitute security, deposit sufficient security to cover the entire amount to be then withheld and to be withheld under the General Conditions of this Contract. Should the value of such substituted security at any time fall below the amount for which it was substituted, or any other amount which the District determines to withhold, Contractor shall immediately and at Contractor's expense, deposit additional security qualifying under said Section 22300 until the total security deposited is no less than equivalent to the amount subject to withholding under this contract.

If any provisions of the Article shall be found to be illegal or unenforceable then, notwithstanding, this Article shall remain in force and effect, and such provision shall be deemed stricken.

Article 60 State Audit

Pursuant to and in accordance with the provision of Government Code Section 10352, or any amendments thereto, all books, records and files of the District, the Contractor or any subcontractor connected with the performance of this contract involving the expenditure of state funds in excess of ten thousand dollars (\$10,000) including, but not limited to, the administration thereof, shall be subject to the examination and audit of the Office of the Auditor General of the State of California for a period of three (3) years after final payment is made under this Contract. Contractor shall preserve and cause to be preserved such books, records and files for the audit period.

Article 61 Existing Utility Lines; Removal; Restoration

Pursuant to Government Code Section 4215, the District assumes the responsibility for removal, relocation, and protection of utilities located on the construction site at the time of commencement of construction under this contract with respect to any such utility facilities which are not identified on the plans and specifications. The contractor shall not be assessed for liquidated damages for delay in completion of the project caused by failure of the District to provide for removal or relocation of such utility facilities. District shall compensate the Contractor 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 necessarily idle during such work.

This Article shall not be construed to preclude assessment against the Contractor for any other delays in completion of the work. Nothing in this Article shall be deemed to require the district to indicate the presence of existing service laterals or appurtenances whenever the presence of such utilities on the site of construction project can be inferred from the presence of other visible facilities, such as buildings, meter junction boxes, on or adjacent to the site of the construction.

If the Contractor, while performing work under this contract, discovers utility facilities not identified by the District in the contract plans or specifications, contractor shall immediately notify the District and the utility in writing.

Article 62 Duty to Provide Fit Workers

Contractor and subcontractor shall at all times enforce strict discipline and good order among their employees and shall not employ on work any unfit person or anyone not skilled in work assigned to such person. It shall be the responsibility of Contractor to ensure compliance with this Article.

Any person in the employ of the Contractor or subcontractors whom District or Architect may deem incompetent, unfit, intemperate, troublesome or otherwise undesirable shall be excluded from the work site and shall not again be employed on it except with written consent of District.

Article 63 Labor – First Aid

The Contractor shall maintain emergency first aid treatment for Contractor's workers on the project, which complies with the Federal Occupational Safety and Health Act of 1970 (29 U.S.C.A. Section 651 et seq.)

Article 64 Non-Discrimination

In the performance of the terms of this Contract, contractor agrees that it will not engage in nor permit such subcontractor as it may employ to engage in unlawful discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, or sex of such persons.

Article 65 Contractor's Claims

If the Contractor shall claim compensation for any damage sustained by reason of the acts of the District or its agents, Contractor shall, within five (5) days after sustaining of such damage, make to the Architect a written statement of the damage sustained. On or before the 15th day of the month succeeding that in which such damage shall have been sustained the Contractor shall file with the district an itemized statement of the details and amount of such damage, and unless such statement shall be made as thus required, Contractor's claims for compensation shall be forfeited and invalidated and it shall not be entitled to consideration for payment on account of any such damage.

Article 66 Completion

The District shall accept completion of the Contract and have the Notice of Completion recorded when the entire work shall have been completed to the satisfaction of the District.

However, the District, at its sole option, may accept completion of the Contract and have the Notice of Completion recorded when the entire work should have been completed to the satisfaction of the District, except for minor items.

If the Contractor fails to complete the minor items to the expiration of the thirty-five (35) day period immediately following acceptance of completion, the District shall withhold from the final payment an amount equal to one hundred twenty-five percent (125%) the estimated cost, as determined by the District, of each item until such time as the item is completed.

At the end of such 35 day period, if there are items remaining to be corrected, the District may elect to proceed as provided in the Article entitled "Adjustments to Contract Price."

Article 67 Adjustments for Contract Prices

If Contractor defaults or neglects to carry out the work in accordance with the Contract documents or fails to perform any provision thereof, District may, after ten (10) days written notice to the Contractor and without prejudice to any other remedy it may have, make good such deficiencies.

The district shall adjust the total Contract price by reducing the amount thereof by the cost of making good such deficiencies. If District deems it inexpedient to correct work injured or not done in accordance with contract provisions, an equitable reduction in the contract price shall be made thereof.

Article 68 Correction of Work

Contractor shall promptly remove from premises all work identified by district as failing to conform to contract, whether incorporated or not. Contractor shall promptly replace and re-execute its own work to comply with contract documents without additional expense to District and shall bear the expense of making good all work of other contractors destroyed or damaged by such removal or replacement.

If Contractor does not remove such 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 (1) 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.

Article 69 Payments Withheld

In addition to amount which District may retain under Article entitled "Completion" and Article entitled "Payments", District may withhold a sufficient amount or amounts of any payment or payments otherwise due to Contractor, as in its judgment may be necessary to cover:

- A. Payments which may be past due and payable for just claims against contractor or any subcontractor, or against and about the performance of work on the project under this Contract, including, without limitation, payments made pursuant to the Article entitled "Payments" by Contractor.
- B. The cost of defective work which Contractor has not remedied.
- C. Liquidated damages assessed against Contractor.
- D. Penalties for violation of labor laws.

- E. The cost of materials ordered by the District pursuant to the Article entitled "Materials."
- F. The cost of completion of this Contract if there exists a reasonable doubt that this Contract can be completed for the balance then unpaid to Contractor.
- G. Damage to another contractor.
- H. Site clean up as provided in Article entitled "Cleaning Up."

If the above grounds are in the opinion of the District removed by or at the expense of Contractor, payment shall be made for amounts withheld because of them.

District may apply such withheld amount or amounts to payment of such claims or obligations at its discretion. In so doing, District shall make such payments on behalf of Contractor. If any payment is so made by District, then such amount shall be considered as a payment made under 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 obligation. District will render Contractor an accounting of such funds disbursed on behalf of Contractor.

As an alternative to payment of such claims or obligations, District in its sole discretion, may reduce the total Contract price as provided in the Article entitled "Adjustment to Contract Price."

Article 70 No Waiver

The failure of the District in any one or more instances to insist upon strict performances of any of the terms of this contract or to exercise any option herein conferred shall not be construed as a waiver or relinquishment of any extent of the right to assert or rely upon any such terms or option on any future occasion.

Article 71 Payments

- A. Pursuant to California Public Contract Code Section 20104.50, each month within thirty (30) days after receipt by Architect of an undisputed and properly submitted progress payment request from Contractor, there shall be paid to Contractor a sum equal to ninety percent (90%) of value of work performed and of materials delivered on the ground or stock subject to or under the control of the District and unused up to the last day of the previous month, less aggregate previous payment. Monthly payments shall be made only on the basis of monthly estimates which shall be prepared by Contractor on a form approved by District and filed before the fifth 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 Surety from any 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 for work performed so long as any lawful or proper direction concerning work, or any portion thereof, given by the District or Architect shall remain un-complied with. Should District fail to make a progress payment to Contractor within thirty (3) days after receipt by Architect of an undisputed and properly submitted payment request from Contractor, District shall pay interest to Contractor equivalent to the legal rate set forth in subdivision "A" of Section 685.010 of the California Code of Civil Procedure.

- B. Upon receipt of a payment request, Architect shall act in accordance with both of the following:
1. Each payment request shall be reviewed by Architect as soon as practicable after receipt for the purpose of determining that the payment request is a proper payment request. If Architect determines that the payment request is a proper payment request, District shall obtain a written certificate from Architect stating that the work for which the payment is demanded has been performed in accordance with the terms of the contract and that the amount state in the certificate shall be attached to and made a part of the claim made and filed with the District, provided that if the Architect shall within three (3) days after written demand therefore, fail to deliver such certificate to the District, the Contractor may file its claim with the District without said certificate, but together with such claim shall be filed a statement that demand was made for such certificate and that the same was refused. Thereupon, the District will either allow said claim as presented or shall, by an order entered on the minutes of said District state the reasons for refusing to allow said claim. It is understood, moreover, that the certificate of the Architect shall not be conclusive upon the District, but advisory merely.
 2. Any payment request determined not to be a proper payment request suitable for payment shall be processed through District for return to contractor as soon as practicable, but not later than seven (7) days, after receipt. A request returned pursuant to this paragraph shall be accompanied by a document prepared by Architect setting forth in writing the reasons why the payment request is not proper.

- C. The number of days available to District to make payment without incurring interest pursuant to this Section shall be reduced by the number of days by which District exceeds the seven (7) day return requirement set forth in paragraph (2) above.
- D. For purposes of this Section:
 - 1. A "progress payment" includes all payment due Contractor, except that portion of the final payment designated by the contract as retention earnings.
- E. No payment by District hereunder shall be interpreted so as to imply that District has inspected, approved, or accepted any part of the work. The final payment of ten percent (10%) of the value of the work done under this Contract, if unencumbered, shall be made within thirty-five (35) days of "completion" as such term is defined in California Public Code Section 7107 (c)
- F. Unless otherwise provided, on or before making request for final payment of the undisputed amount due under the Contract, Contractor shall submit to District, in writing, all claims for compensation under or arising out of this Contract. The acceptance by Contractor of the payment of the final amount shall constitute a waiver of all claims against district under or arising out this Contract, except those previously made, in writing, and identified by Contractor as unsettled at the time of Contractor's final request for payment.

Article 72 Changes and Extra Work

- A. District, may, as provided by law and without affecting the validity of this Contract, order changes, modifications, deletions and extra work by issuance of written change orders from time to time during the progress of the project, with the contract sum being adjusted accordingly. All such work shall be executed under conditions of original Contract except that any claim for an extension of time caused thereby shall be adjusted at time of ordering such damage. Contractor shall increase the amounts of its Payment and Performance Bonds in proportion to any increase in the Contract price.
- B. In giving instructions, Architect shall have authority to make minor changes in work, not involving change in cost, and not inconsistent with purposes of the project. The District's Assistance Superintendent of Business Services may authorize changes in work involving a change in cost that does not exceed Public Code Section 20118.4. Otherwise, except in an emergency endangering life or property, no extra work or change shall be made unless made pursuant to a written order from District, authorized by action of the Governing Board, and no claim for addition to Contract sum shall be valid unless so ordered.

SUPPLEMENTARY GENERAL CONDITIONS

HIGH PERFORMANCE FACILITIES CONTRACT THEREOF IN THE BIGGS UNIFIED SCHOOL DISTRICT

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 and concrete walks, mow strips and curbs be completed by the District after installation of the modular building(s) by the modular building Contractor.

Commencement and Completion of Work. The Phase I of the work shall commence on or before the date stated in the District's Notice to proceed and shall be completed within thirty-five (35) calendar days from and after the date stated in the Notice to Proceed. Said Notice to Proceed shall not be issued prior to six (6) calendar days after award of the Contract, and shall not require that the work be commenced less than ten (10) calendar days from the date of issuance of said Notice. Subsequent Purchase Orders shall act as the Notice to proceed with the same requirements of said Notice.

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 twenty-one (21) calendar days. For those buildings identified by the model number plus the "additive alternates", the time for preparation of the "Construction Drawings and Specifications" shall be twenty (21) calendar days plus those additional calendar days for the "additive alternates", as agreed to and so stipulated in the District Purchase Order or Notice to Proceed.

Corrections to the "Construction Drawings and Specifications" as identified by the Owner/Architect or by the DSA shall be as follows:

- A. The time allocated for the District and the Architect checking shall be seven (7) days.
- B. The time allocated for the contractor to complete the District/Architect corrections and resubmit to the District/Architect shall be seven (7) days from the receipt of such corrections.
- C. The review time by the DSA shall not be included in either Phase I or Phase II.
- D. The time allocated for the completion of all the DSA corrections by the contractor shall be seven (7) days from the receipt of such corrections.
- E. 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.

Upon receipt of such notification, the Contractor shall have ninety (90) calendar days to complete the Phase II work for a building identified by the model number and installed on wood foundations and one hundred twenty (120) calendar days for a building identified by the model number and installed on concrete foundations. 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.

Liquidated Damages the agreed liquidated damages provision established in Article 6 of the General Conditions 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. The said liquidated damages are exclusive of any damages or adjustments of rent or purchase price pursuant to the provisions of Article 27 and/or Article 28 of the General Conditions.

SPECIAL CONDITIONS

1. The District requires the purchase or lease and the installation of classroom buildings to be installed at school sites within Biggs Unified School District. The District has not determined the amount or type of units that will be needed under this bid; however, the District reserves the right to order any combination of items in the bid in any number as needed from the successful awarded bidder.
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.
3. The work under this Contract shall include all labor, material, equipment, appliances, supervision and transportation necessary to furnish, deliver and install the buildings.
4. The 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:
 - A. 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.
 - B. Building pad(s) shall be constructed to a point five (5) feet outside the building footprint in all directions.
 - C. The soil bearing value of the pad(s) shall be a minimum 1000 PSF.
 - D. The site area adjacent to the building(s) shall have proper drainage away from the building.
 - E. All vegetation shall be removed from the building pad area.
 - F. 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, and rodent barriers.
5. Each building shall be provided with handicap ramp(s), where applicable, which shall be constructed in accordance with applicable code requirements and as indicated on the drawings. Ramps shall be constructed of steel tubing with a minimum 13 ga. steel-walking surface. All walking surfaces shall be a non-skid type surface. Handicap ramp(s) shall be constructed as follows:
 - A. Handicap ramp(s) as shown on the drawings shall have a minimum landing area of seven (7) feet wide (across door) and five (5) feet deep with handrail. The ramp shall be a minimum four (4) feet wide by twelve (12) inches beyond ramp end. The ramp(s) shall be installed by the Contractor and shall include required electrical groundings. The transition at the ramp end to a required landing shall be the responsibility of the District, transitions and landing included.
6. All building utilities shall be stubbed out to the exterior surface (vertical) of the building. 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 and conductors shall be by the District.
7. All buildings shall be of clear span design. No interior columns shall be permitted and no intrusion at column locations shall be permitted beyond the surface of all exterior walls. Interior columns shall be allowed on sixty (60) foot long modules and snow load buildings only.

SPECIAL CONDITIONS

8. All building overhangs shall include a smooth finished soffit. No exposed roof purlins or rafters will be allowed. The soffit finish shall be smooth with a maximum 1/8 inch butt joints at plywood finishes. All joints shall be properly caulked and finished. 22 gauge metal soffits are allowed.
9. Roof framing and roofing system shall be in accordance with specifications. The roof system shall be designed to slope in two directions allowing for roof drainage from the center of the building toward both front and rear. The bottom flange of the roof beam shall be parallel to the building floor surfaces.
10. Panic hardware shall be provided at all exit doors in buildings with fifty (50) or more occupants.
11. 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.
12. 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.
13. The live load and wind load for all modulares shall be as follows:
 - A. Floor load standard: 50 lbs. per square foot; buildings with wall partitions: 70 lbs. per square foot; exit corridors, lobbies, ramps and landings: 100 lbs. per square foot; libraries and storage rooms: 125 lbs. per square foot for typical unless otherwise noted on the bid drawings.
 - B. Roof live load: 20 lbs. per square foot.
 - C. Wind load 80 MPH exposure "C".
14. The Biggs Unified School District reserves the right to award the Contract to the lowest responsible bidder, whose bid, in the sole opinion of the District, best meets the bid specifications and requirements as outlined in the bid documents. Any bid submitted which does not conform to the bid documents shall be considered in non-compliance and shall be rejected.
15. The District shall pay all applicable sales tax.
16. The District may convert leased buildings to cash purchase at mutual consent between District and Contractor or their assignee.
17. All DSA over the counter fees and all DSA inspection fees will be paid by the District.

18. Bid Submittals: The following shall be submitted as part of the bid:

- A. Drawings stamped by a California licensed Architect or Structural Engineer indicating the bidders of proposed design in compliance with the bid specifications for the 30x32 High Performance classroom with a synthetic stucco exterior and 1:12 pitch metal roof system, and 5" concrete floor system. No slab on grade system allowed.
- B. Bidders shall demonstrate a minimum of ten (10) years experience in the design, fabrication and construction of modular school buildings completed under the approval process of the Division of the State Architect.
- C. Bidders shall have successfully completed a Collaborative for High Performance Schools Verified project in the last two (2) years.

Special site conditions that may require craning and pilot cars are not included in the bid pricing.

Bids submitted not in compliance with the above SHALL BE CONSIDERED NON-RESPONSIVE AND THE BID SHALL BE REJECTED.

DESIGN SPECIFICATIONS – HIGH PERFORMANCE FACILITIES

3.1 GENERAL DESIGN REQUIREMENTS

The following features shall be included in the Modular Building Contractor building design:

3.1.1 Structural

All steel "moment" frame, 75% Recycled Content DSA PC Design
1:12 Mono pitched, 3" standing seam metal cool-roof, SRI 80
Architectural front and rear louvered shade structures with hot dipped galv finish
5" concrete floor system, 25% RC fly ash
FSC Wood framing
Galvanized 8' insulated door with view window
Factory applied 7/8 plaster system exterior finish

3.1.2 Insulation

Cumulative R-Values; R-21 Wall and R30 Roof
Eco-friendly Insulation - Green Guard Certified, formaldehyde-free, 30% recycled content

3.1.3 Wall and Floor

Vaulted T-bar ceiling design, 8'-6" - 10'-6"
Tackable wall coverings, Low-VOC, high RC, 100% recycled backing
16 ft. whiteboards
Formaldehyde-free, FSC certified composite wood within casework
Acoustical ceiling tiles, 2'x2', zero VOC, 82% RC
Carpet tiles, Green Label Plus for IAQ, 75% RC 100% recycled backing (24"x24")
Low to no VOC primers and paints

3.1.4 Energy, Lighting and Windows

Solar Panel Ready Roof - 3 psf
Large Low-E dual glazed view windows- recycled aluminum frames
Energy Star tubular skylights with adjustable damper / 6 ea per 960 sf
T-5 Multi-scene indirect/direct non-dimmable lighting system with occupancy sensors
Manually operable windows
Manually operable shades
Architectural exterior light on Photo Cell or EMS ready

3.1.5 Indoor Air-Quality and Thermal Comfort

High efficiency split systems HVAC placed in separate HVAC closet(s)
HVAC MERV 13 filter
Separate temperature/ventilation controls for each classroom
Permanent walk-off mats

TECHNICAL SPECIFICATIONS – STANDARD RELOCATABLE BUILDING

1.0 SCOPE

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.

1.1 NOT IN CONTRACT/PROVIDED BY DISTRICT

The electrical service drop and connection and plumbing connection (s) to the building will be supplied by others. The site will be turf-free, cleared and graded to within six (6") inches of level grade for each building. Each site will have a minimum soil bearing capacity of 1,000 PSF with a moisture density ratio of 90% minimum. The Contractor will be provided unobstructed 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). The District shall be responsible for all rigging/crane costs associated with a District-furnished foundation. The District shall be responsible for and provide access to the site for the installation of the building(s). 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 DEFINITIONS

Architect – Consulting Architect licensed by the State of California and retained by each School District.

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.

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.

Department - Biggs Unified School District, the agency calling for the joint bid.

District – 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.

Manufacturer – The company who manufactures the modules shall be the same as the Contractor.

DSA – Division of the State Architect, State of California

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.

1.3 STOCKPILING

Should the vendor decide to stockpile buildings meeting these specifications, vendor shall be responsible for all DSA fees required to do such. The District(s) shall pay DSA fees only to the DSA.

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.

2.0 APPLICABLE DOCUMENTS

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

California Administrative Code (CAC)

Title 5 Education Code

Title 19 Public Safety

Title 20 Public Utilities

Title 21 Public Works

Title 24 Building Code

Title 25 Housing Community Development

2001 California Building Standards Administration (Part 1, Title 24 CCR)

2001 California Building Code, Volumes 1, 2 and 3 (Part 2, Title 24 CCR)

1997 Uniform Building Code with 2001 California Amendments

2001 California Electrical Code (Part 3, Title 24 CCR)

1999 National Electrical Code with 2001 California Amendments

2001 California Mechanical Code (Part 4, Title 24 CCR)

2001 Edition IAPMO Uniform Mechanical Code with 2001 California Amendments

2001 California Plumbing Code (Part 5, Title 24 CCR)

2001 IAPMO Uniform Plumbing Code with 2001 California Amendments

2001 California Energy Code Part 6, Title 24 CCR

2001 California Elevator Safety Construction Code (Part 7, Title 24 CCR)

2001 California Fire Code (part 9, Title 24 CCR)

2001 California Referenced Standards Code (Part 12, Title 24 CCR)

NFPA 13, 1999 Edition, Installation of Automatic Sprinkler Systems, as amended

NFPA 14, 2000 Edition, Installation of Standpipe, Private Hydrant and Hose Systems

NFPA 24, 1999 Edition, Installation of Private Fire Service Mains and their Appurtenances

NFPA 72, 1999 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

Uniform Building 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

3.1 GENERAL REQUIREMENTS

3.1.1 Bid Submittals

The following material shall be submitted as part of the bid for each type of building bid.

1. Floor Plan
2. Elevations, front, rear, and side.
3. Materials and/or equipment information as indicated in the bid.
4. Drawings and specifications as required in Section 3.3

The floor plan and elevations shall be a drawing and depict the specific unit being bid. The bid location of HVAC unit, door (S), overhangs, electrical and plumbing service entrance(s) and ramp shall be depicted.

For each building type that is awarded the manufacturer will have 90 days from receipt of DSA pre-approved "PC" number in which to provide plans incorporating all new code requirements and technical specifications noted herein, for review by the consulting Architect. Subsequential plan submittal for each specific District awarded project shall be as noted under Spec. Section 3.1.2.

Each bidder shall submit, with his duly executed bid form, a set of building manufacturer's structural and architectural plans from a previous project or similar requirements. Documentation shall be required submitted at time of bid verifying submitted plans are either currently being reviewed, or have been reviewed by DSA for pre-approval pursuant to newly implemented requirements of the latest edition of the Uniform Building Code (also known as Part 2, Title 24, CCR). Plans and calculations must demonstrate that DSA approval is based on design load criteria currently in effect including wind load exposure "C".

BIDS SUBMITTED WITHOUT THE LISTED MATERIALS SHALL BE CONSIDERED NON-RESPONSIVE AND THE BID SHALL BE REJECTED.

3.1.2 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-one (21) calendar days after receipt of District's Award/Purchase Order. All plans, specifications and calculations signed by an architect(s), structural engineer(s), electrical engineer(s) and mechanical engineer(s) shall be licensed by the State of California. Any notations or corrections required by the District Architect shall be incorporated into the plans and specifications, and they shall be returned to the District Architect within seven(7) calendar days in the form of one (1) set of reproductive and two (2) prints of complete sets of plans and specifications.

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 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 seven (7) calendar 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 seven (7) days. Re-submittals shall be delivered by express mail or may be delivered in person.

The Contractor, after receiving State approval, shall furnish six (6) sets of plans and specifications for each DSA approval number and for each site, to the District Architect for his distribution to owner, inspector, recorder, and others as necessary. District will make any payment required in obtaining DSA approvals.

3.1.3 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.

3.1.4 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.

3.2 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.

3.3 GENERAL DESIGN REQUIREMENTS

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

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

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

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

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

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

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

3.3.10 ROOF OVERHANG

All overhangs shall present a pleasing and finished appearance. Soffits shall be enclosed with no visible framing members. Soffit material, when applicable, shall be 3/8" minimum plywood of the same type as used for 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.

3.3.11 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', 36'x60', or 48'x40', or as indicated on the bid form. All buildings shall meet the square footage requirement. Linear dimensions shall be vertical trim finish line to vertical trim finish line. Facia and required overhangs are not included in the calculation of the square footage the building occupies. The entrance wall shall have a 5' minimum roof overhang (classroom buildings only). A full length 26 gauge gutter and 24 gauge down spouts shall be furnished on the side of each overhang and each roof edge where drainage occurs. The interior height, floor to ceiling shall be a minimum of eight feet six inches plus/minus one (8'6" +/- 1"0). Ceiling height for restroom building shall be as per manufacture's DSA pre-approved drawings. The module shall be clear span type except as provided for in paragraph 3.3.2. Structural members shall not extend more than one inch (1') below the ceiling line.

3.3.2 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.

3.3.3. FOUNDATIONS

Wood – The building(s) shall be set on plywood or pressure-treated Douglas Fir plywood or pads and 4'x5' redwood or pressure-treated Douglas Fir blocks. Pressure-treated Douglas Fir pads, plywood, etc., Building Code Standard Section 25-12". Each piece of pressure-treated material shall be stamped with appropriate AWP stamp.

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 1.1. The Contractor shall be responsible for all rigging/crane costs in providing this foundation.

The buildings shall be set on 3,000 psi concrete pads, designed for maximum of 1,000 PSF load on the soil with a minimum 12-inch penetration into earth or concrete of AC paving and with top surface, a minimum of 4 inches above grade.

The foundation and the method of fastening the units shall be as previously approved by the DSA.

Pads shall be neatly installed so as to be flush and not project beyond the outside face of the building.

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 1,000 PSF load on the soil. Pads shall not be placed on turf.

3.3.4 FRAMING, ROOF, WALLS, AND FLOOR

The buildings shall be a moment-resisting rigid steel frame structure as defined by DSA. Steel frame building/wood frame construction shall meet the minimum design requirements of stud grade, spacing, etc. as per latest edition of C.B.C. listed below.

All framing lumber shall be marked MC-15 or surfaced dry (S-Dry).

A. Roof Framing

Joists – Light gauge Cee or Zee Steel Purlins, minimum spacing 24" o/c.
Blocking – Douglas Fir/Larch No.3 or better, or Hemlock Fir No. 3 or better
Plywood Sheathing – APA- rating sheathing Exp. 1

B. In-fill Wall Framing

Studs – Douglas Fir/Larch No. 2 or better, or Hem-Fir No.2 or better
Minimum 2"x4" at 16" O/C At plumbing
Waals shall be as above except 2"x6" at 16" O/C.
Sill – (Sole Plate) – Pressure Treated Douglas Fir/Larch No. 2 or better, or Hem-Fir No. 2 or better

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

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

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

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

C. Floor Framing

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.

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

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

Modular Manufacturer may 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 either steel or wood. If wood, it shall be pressure treated with an approved process and preservative to the maximum possible retention by full-cell process or treatment to refusal. Markings shall be legible on each pressure treated structural member or certification of treatment must be supplied for each bundle. Shims may be redwood or cedar.

3.3.5 MOISTURE

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.

3.3.6 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.

3.3.7 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 rough or resawn D select DF, HF, or spruce. 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".

3.3.8 SKIRTING

Contractor's bid shall reflect the maximum slope (6") provided by the District as noted under Section 1.1.

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.

3.3.9 ROOFING

BUILT-UP ROOF SYSTEMS ARE NOT ACCEPTABLE

The roofing systems shall be fire retardant per UBC Standards. Test results or calculations showing the roofing systems will withstand the uplift of a 80 MPH wind shall be submitted with the plans and specifications.

1. Building manufacturer's standard pre-finished, interlocking roof panels, standing seam or ribbed type, 22-gauge minimum galvanized steel.
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 ½" plywood deck (CDX grade)
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.
4. All fasteners shall be chalked against weather using material impervious to deterioration under ultraviolet light.

Design and installation of the deck and/or roof substrate shall result in the roof draining freely. Roof shall have a minimum pitch of ¼" per foot. Areas where water ponds for more than 24 hours are unacceptable and shall be corrected by the manufacturer.

3.3.9.1 ROOFING, SNOWLOADS – OPTIONAL

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.

1. Item 1 of 3.3.9 above with full-length silicone or equal sealant at each interlock.
2. Pre-finished, unpenetrated interlocking roof panels, standing seam or ribbed type, 26 gauge over 30 pound saturated felt underlayment and ½" plywood deck (CDX Grade). Each lap shall have full-length silicone or equal sealant applied.

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

3.3.11 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.

3.3.11.1 PRESSED METAL FRAMES (REVERSIBLE)

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.

3.3.12 HARDWARE: EXTERIOR DOORS

Butts: Size and number as recommended by door manufacturer. Use solid brass or bronze butts for exterior doors, with set screw in barrel and ball bearing design.

Lockset: Classroom lever handle lockset, mortise or cylindrical type, Schlage D70PD or L9070 or Corbin or Yale equivalent supplied with the appropriate deadbolt, single cylinder-type with inside thumb latch, UD26D finish.

If more than 1 unit is purchased, the District shall be provided with two (2) keys which shall be master keyed to fit all units locksets.

Threshold: Threshold shall be PEMKO 271 A 5"aluminum with PEMKO 216 AV door bottom.

Weather-stripping: All exterior doors shall be weather-stripped with PEMKO 299D at door jambs and head.

3.3.13 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 and landing surface shall be a minimum 12-gauge steel deck with non-skid finish applied. Non-skid finish shall be AMCO GRIP II by American Chemical Company, Monochem Dex-Coat or Monochem Floorcoat or equivalent. All ramp surfaces shall be painted as indicated in Section 3.3.19. Ramps shall have handrails on both sides and shall extend beyond the toe of the ramp as required by DSA. Wall mounted handrails shall be of similar construction to the integral ramp handrail.

Ramp 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.

NOTE: A standard deduct amount of \$750.00 each shall be used should contracting District desire to eliminate manufacturer-provided ramp(s).

3.3.14 INTERIOR WALLS

At Classroom: All interior walls shall be vinyl-covered tackboard applied in one continuous length from floor to ceiling. Tackboard backing shall be applied over ½" sheetrock or 3/8" plywood. 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 Domtar Gypsum America, Inc., 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).

3.3.15 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.

3.3.16 LIGHTING

The Contractor shall furnish a florescent lighting system that complies with the following:

- A. Shall incorporate energy efficient electronic ballasts & 32-watt T-8 tubes.
- B. Overall illumination at desk level (30" above the floor) of an average 50-foot candles.
- C. The maximum brightness of lighting sources at time of installation shall not exceed 50-foot lamberts.
- D. Night lighting shall be provided at exit(s), incandescent Durathon II as manufactured by Marvin Electric Mfg. Co. or equal.

3.3.17 ELECTRICAL

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. An Eagle, Bryant, or Slater clock outlet shall be installed.

A 12" diameter electric wall clock shall be installed in the classroom building near the center of the rear wall approximately seven (7) feet above the floor. Light switches shall be Hubble premium grade or Bryant heavy duty grade.

All electrical wiring 110V and greater shall be in conduit systems and shall meet or exceed the requirements of NEC minimum size conduit ½".

Acceptable Conduit:

Electrical metallic tubing (EMT); galvanized thin wall.

Flex (Interior); galvanized steel.

Flex (Exterior); galvanized steel with factory-applied PVC jacket.

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.

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.

Program bell, clock system, public address system, intercom system, T.V. system, data system, or boxes except as noted on drawings are by others.

3.3.18 WINDOWS

Provide 8'4" anodized aluminum frame single-pane 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 the fifty percent (50%) double sliding sash type (XOX). Glazing material shall be 7/32" minimum tempered glass of solar gray, glare-reduced type with a light transmission factor ranging between twelve percent (12%) and sixteen percent (16%). Header height shall be the same as the door. All operable sash shall have aluminum screens and positive locks. 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 sliding glass (ANSI), commercial grade.

3.3.19 PAINTING

All exposed surfaces shall be painted except aluminum window frames and thresholds. Material shall be of the grade specified or equal.

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.

<u>Reference Brands</u>	<u>Dunn Edwards</u>	<u>Pittsburgh Paints</u>	<u>Kelly Moore</u>	<u>Sinclair</u>
White	W201-1 72-45	1240-111	2000	
Colors	W201-X 72-XX	1240-XXX	20XX	

Interior Trim - All trim not pre-coated shall be painted with two (2) coats of semi-gloss latex over primer.

<u>Reference Brands</u>	<u>Dunn Edwards</u>	<u>Pittsburgh Paints</u>	<u>Kelly Moore</u>	<u>Sinclair</u>
Finish	450-XXX	7-3X	1650-XXX	40-XX

Metal - All metal surfaces shall be painted with two (2) coats of alkyd-finish coat over zinc cromate, or comparable rust inhibiting primer.

<u>Reference Brands</u>	<u>Dunn Edwards</u>	<u>Pittsburgh Paints</u>	<u>Kelly Moore</u>	<u>Sinclair</u>
Finish	450-XXX	7-3X	1650-XXX	40-XX

3.3.20 FLOOR COVERING AND BASE

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.

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.

Resilient Sheet Vinyl: All restroom buildings shall have Armstrong "Brigantine" vinyl 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.

Resilient Topset Cove Base @ Classrooms: Best quality, molded rubber, 1/8" thick, 4" high, molded top-set cove. Provide performed base for square external corners and preformed end stops where base does not abut. Solid color as manufactured by Burke Rubber Co. No. 502-P or comparable. Apply seamless cove throughout complete perimeter of buildings.

Adhesives: As recommended by floor covering and base manufacturer. Furnish and apply per manufacturer's written instructions. Shall be nontoxic and water based.

3.3.21 INSULATION

Wall and floor insulation shall have a rating of R-11. 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.

3.3.22 HEATING, VENTILATION, AND AIR CONDITIONING

At the classroom building, the Contractor shall provide power ventilation.

The HVAC units will be single package electric wall mounted heat pump blow-through single zone unit with housing, outside air intake hood with volume damper, indoor fan direct drive, Freon 22 hermetic compressor with crankcase heater, indoor coil, outdoor fan, outdoor coil, controls, mounting brackets and thermostat with auto changeover.

1. Performance

Efficiency shall be 10 SEER (Seasonal Energy Efficiency 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.

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.
2. Filters shall be as hereinafter specified.
3. HVAC unit shall be suitable for outdoor installation.
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.)
5. Reference Brands: Bard 45 WH series, Intertherm equivalent series, Sun equivalent series, Marvair equivalent series or comparable.
6. All units shall be electric heat pump(s), one (1) phase system, UL approved or comparable and meet current energy standards.

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.

A. 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).

B. The system must maintain the above temperatures when the damper is adjusted to use approximately one-third (1/3) fresh air.

2. Ductwork:

- A. 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.
- B. 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. Registers and Diffusers: Provide two (2) minimum four-way throw air diffusers as manufactured by Carnes, Titus, Hart & Cooley, Barber-Coleman or Krueger commercial-grade grilles and registers.

4. Thermostat: Provide electronic programmable thermostat. Thermostat shall have the following functions:

- A. Five (5) and two (2) weekday/weekend programming with four (4) separate time/temperature settings per 24-hour period.
- B. Keyboard lockout switch.
- C. Programmable display.
- D. Two-hour override minimum.
- E. Status-indicated LEDS.
- F. Battery back-up.

Provide locking clear thermostat cover with access hole for program override.

White Rodgers 1F92 or equal is required.

Notes:

- 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.
- 2. This size building is exempt from the requirements pertaining to HVAC equipment contained in the citation, Paragraph 3.3.26.
- 3. Manufacturer's literature, operating instructions and guarantee shall be delivered to the school office at the time the building is delivered.
- 4. The unit shall be installed in strict accordance with manufacturer's instructions with particular attention to required flashing.

3.3.23 PLUMBING FIXTURES AND TRIM - RESTROOM BUILDING

- A. No. 3150LK. Exposed stops and supplies shall be ½" Speedway No. SR3712A, lock shield, loose key.
- B. Handicapped Water Closet: American Standard 2216.143 elongated, new cadet, 17" high, floor-mounted, Sloan royal 110-FYV flush valve, Beneke 527 SS/CH white open-front seat, or equal.
- C. Non-Handicapped Water Closet: American Standard 2292.100 elongated cadet, Sloan royal 110-FYV flush valve, Beneke 527 SS/CH white open-front seat, or equal.

As a minimum provide: Boys - 1 regular & 1 handicapped: Girls - 3 regular & 1 handicapped.

- D. Lavatory: American Standard Lucerne 0355,012, size 20"x18", center drilling, K- 7715 strainer. Standard 2385, 263 lever handle faucet, speedway compression wall top and supply tubing, or equal.

As a minimum provide: 2 each in Boys & Girls @ 12'x40' unit).

- A. Urinal (12"x40" unit only): American Standard 6541.132 Allbrook siphon jet, Sloan 186 Royal flush valve, concealed hanger, or equal.

As a minimum provide: Boys - 3 each @ 12"x40" unit.

- B. Toilet partitions and Urinal Screen: Floor mounted, overhead braced, metal type (by Santana Products) or approved equal.
- C. Stainless Steel Handicapped Compliance Grab Bars: two per each enclosure.
- D. Mirror: Stainless steel framed mirror Bobrick B292 or equal, one (1) for each lavatory.

3.3.25 PLUMBING - CLASSROOM BUILDING-OPTIONAL

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.

3.3.26 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.

3.3.27 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.

3.3.28 WHITEBOARD

Whiteboards shall be 24 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 chalkrail with a minimum of two (2) 15/16" projection from the face of the panel. A full-length maprail shall be provided with cork inset and end stops. The maprail and chalkrail 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.

3.3.29 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.

3.3.30 ERECTION AT THE SITE

Once delivery of modules on site is made, erection shall commence immediately and be pursued in a timely manner until complete. All modules called for at that site shall be scheduled for delivery and erection in one continuous time frame (Saturdays, Sundays, and holidays are accepted). Failure to begin and pursue erection shall be considered as a breach or default of the Contract.

The Contractor shall furnish materials, articles, and equipment in ample quantities and at such times as to assure uninterrupted progress on the work. Failure to provide adequate working force, or material of proper quality, or failure in any other respect to prosecute the work with diligence and force specified herein are grounds for declaring a default on Contract.

Security of the buildings against vandalism is the sole responsibility of the Contractor 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.

3.3.31 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. Toxic chemicals of any kind shall not be allowed on school grounds.

The building site and the building shall be clean and ready for occupancy prior to acceptance by the District.

3.3.32 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).

3.3.33 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.

3.3.34 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) calendar 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.

3.4 TEMPORARY FACILITIES

Contractor shall make arrangements for and provide his own temporary water, electric light and power, corporation yard, parking, and toilet facilities as may be required for each of the sites and comply with such requirements and restrictions for their use as may be prescribed by authorities having jurisdiction.

On-site field office facilities are not required for the inspector.

3.5 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.

3.6 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.

3.7 INTERIOR WOOD DOORS

Solid core flush veneered wood doors shall be WIC custom grade, Type A or B construction. Face veneers shall be red birch species for transparent finish. 3.8.

3.8 TWO STORY (FOUR CLASSROOM) RELOCATABLE FACILITY CRITERIA

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).

Stairs shall be provided to provide access to the second floor classrooms. Stringer sections, landings sections and columns shall be fabricated in sections with bolted connections to allow for ease of future relocation. Balcony sections shall be steel with composite concrete deck with non-skid surface finish. Columns shall be tubular steel. Provide concrete foundation for balcony. Sections shall have handrails on open sides. Balconies and guardrails shall comply with the CBC, Title 24, CCR, Part 2. Fabricate guardrails from 2 inch square steel tubing and handrails from 1-1/2" square steel tubing. Wire cloth infill to be 2"x2"x1/4" wire mesh welded to 3/4"x1"x1/8" channel frame. Mount frame to guardrails with 1/2" diameter offsets spaced at each end and intermediate of each infill section.

Elevator Tower: See Specification Section 14240 "Modular Elevator Specifications".

3.9 CASEWORK – OPTIONAL

Manufacture plastic laminate faced cabinet work in accordance with WIC Manual of Millwork, Section 15, Casework - Laminated Plastic or Decorative Polyester overlay covered, Custom Grade, except as modified herein.

Manufacture countertops in accordance with WIC Manual of Millwork, Section 16, Laminated Plastic Counter Tops, Splashes, and Wall Paneling, Custom Grade.

Modifications to WIC Manual;

1. Plastic Laminate: NEMA LD3 for the following:
 - A. Horizontal Surfaces: NEMA General Purpose Type, nominal 0.050 inch thick.
 - B. Vertical Surfaces: NEMA Vertical-Surface Type, nominal 0.028 inch thick.
 - C. Cabinet Liners: NEMA Cabinet-Liner Type, nominal 0.020 inch thick.
 - D. Backing Sheets: manufacturer's standard backing sheet, nominal 0.020 inch thick.
 - E. Surface Finish: Satin finish, color as selected from manufacturer's full range of colors and patterns.

Counter Tops and Splashes: Plastic laminate covered, meeting the Custom Grade requirements of WIC, Section 16, with coved top to splash joints and exposed edges and ends self-edged, unless otherwise detailed.

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.

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.

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.

Cabinet Interiors, including faces and edges of shelving therein, and interior door faces: Finish with cabinet liner, white melamine.

Cabinet Hardware:

1. Hinges: Heavy duty wrap-around offset for overlay doors with non-removable pin; flat black or dull chrome finish, National No. B851 or equal.
2. Pulls: Surface mounted aluminum, US 26D finish, and one of the following, or equal: National No. B-244
3. Catches
Doors without locks: Magnetic type and one of the following, or equal:
National Lock No. 61-570
Ajax No. 30-27

Tech Specs – Standard Relocatable Buildings

4. Drawer slides: full extension with no deflection, ½" slide space, 100 pound load capacity. K-V 1300 or equal.
5. Adjustable Shelf Standards: One of the following or equal:
Knape & Vogt No. 255 x 256
Grant No. 125 x 21
6. Door and Drawer Locks: Corbin, drawer lock No. 0738, door lock No. 0737 for single doors and active leaf of pairs of doors. Provide 2 keys for each lock. – Optional
7. Metal Strike Plates: Provide cabinet door and drawer locks with metal strike plates.

MODULAR ELEVATOR SPECIFICATIONS

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. 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 MATERIAL AND COMPONENTS

- A. 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.
- B. 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.
- C. Piping: Provide size, type, and weight piping recommended by manufacturer, and provide isolation couplings to prevent sound/vibration transmissions from power unit.
- D. Inserts: Furnish required concrete anchors for anchorage of the modular elevator unit.
- E. Car Frame and Platform: Manufacturer's standard welded steel units.

2.3 CONTROL SYSTEMS

- A. 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".
- B. Single Elevator Control - Passenger: Provide solid-state "Selective collective Automatic Operation", as defined in ASME/ANSI A17.1.
- C. Auxiliary Operations/Controls: In addition to primary control system features, provide the following controls or operational features for passenger elevators, except where otherwise indicated.
 - 1. Emergency power operation, where scheduled.
 - 2. Automatic 2-way leveling.

2.4 SIGNAL EQUIPMENT

General: Provide signal equipment for each elevator or group of elevators to comply with requirements indicated below:

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. 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.
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.
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.

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.

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.

7. Telephone: Provide automatic hands-free telephone in each car, contained in flush-mounted cabinet and complete with identification and instructions for use.
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 ENCLOSURES

- A. General: 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.
- 1. Materials and Fabrication: Provide selections as indicated for each car enclosure surface; provide manufacturer's standards, but not less than the following:
 - a. 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.
 - b. Stainless Steel: ANSI Type 302/304 with No. 4 satin finish.
 - c. Aluminum Sills: Cast or extruded aluminum, with grooved surface, 1/4-inch thickness, mill finish.
 - d. 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.
 - e. Fabricate car door frame integral with front wall of car.
 - f. Fabricate solid wood-core car with recesses and cutouts for signal equipment.
 - g. 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

- A. Handrails: Provide manufacturer's standard aluminum handrails on back wall unless otherwise indicated either continuous or segmented units.
- B. 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.
- C. 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

1. General: 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.
 - a. Where gypsum-board wall construction is indicated, fabricate frames with re-enforced head sections; provide sufficient strength without support from wall lintels.
2. Materials and Fabrication: Provide selections indicated that comply with manufacturer's standards, but not less than the following:
 - a. Enameled Frames: Framed steel with manufacturer's standard baked synthetic enameled finish, colors as selected by Architect.
 - b. Enameled Steel 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.
 - c. Aluminum Sills: Extruded aluminum, with grooved surface, 1/4-inch thickness, mill finish.

PART 3 - EXECUTION

3.1 EXAMINATION

1. 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

- A. General: Comply with manufacturer's instructions and recommendations for work required during installation.
- B. Excavation for Pit: Excavate for each elevator pit to accommodate installation of modular elevator unit; comply with applicable requirements of Division 2 "Excavation" sections.
- C. Install modular elevator units plumb and accurately centered for elevator car position and travel; anchor securely in place.

- D. 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.
- E. 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.
- F. 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.
- G. Install piping without routing underground, where possible. Where not possible, cover underground piping with permanent protective wrapping before backfilling.
- H. Lubricate operating parts of system, including ropes, if any, as recommended by manufacturers.
- I. Alignment: Coordinate installation of hoistway entrances with installation of modular elevator unit for accurate alignment of entrances.
- J. Leveling Tolerance: ½-inch, up or down, regardless of load and direction of travel.
- K. 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

- A. 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.
- B. 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.
- C. Advice 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

- A. 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.

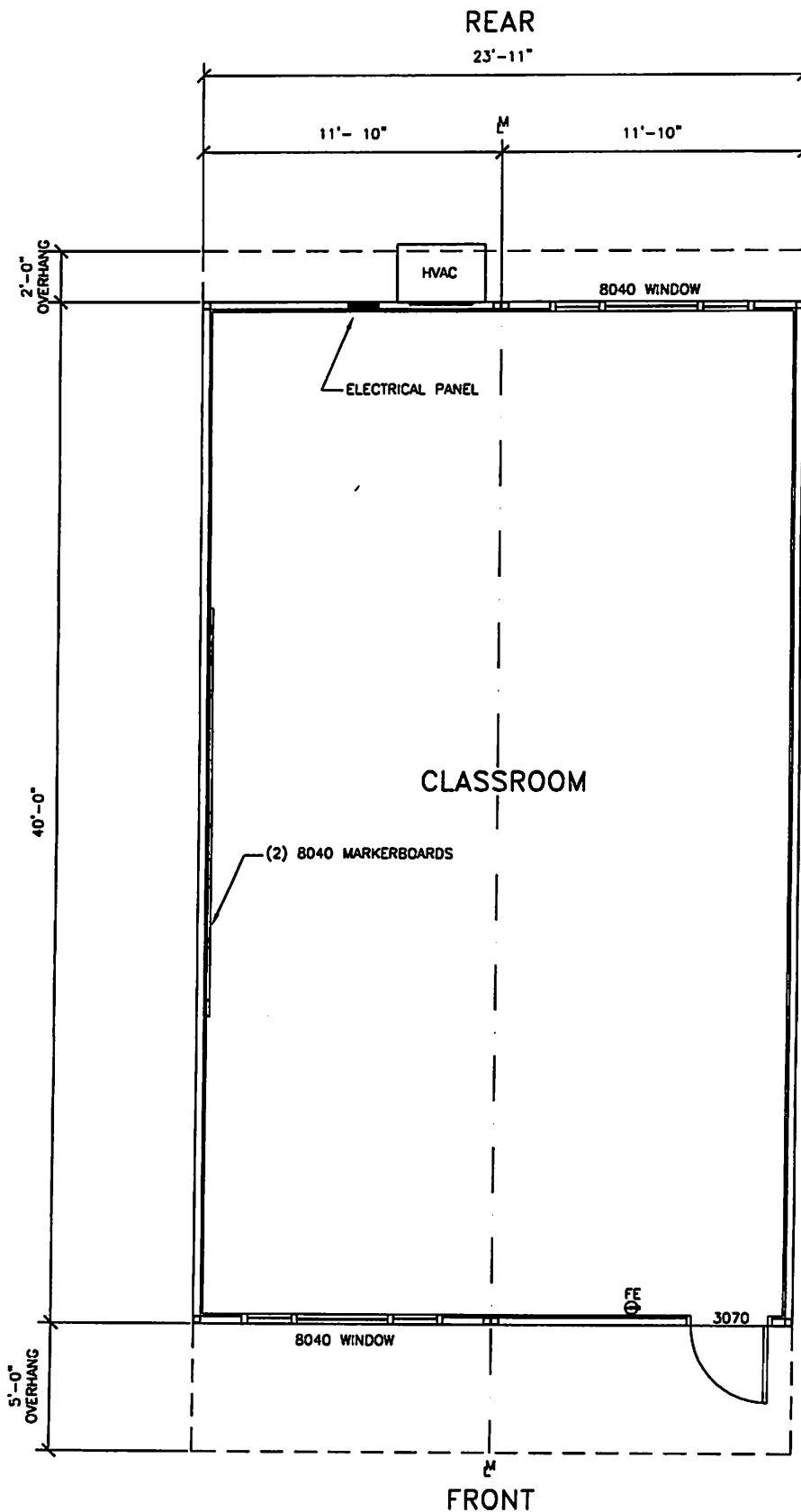
- B. Provide similar protective measures for elevator units that will be placed in temporary service, including inspection and maintenance service during period of temporary service.

3.5 DEMONSTRATION

- A. Instruct Owner's personnel in proper use, operations, and daily maintenance of elevators. Review emergency provisions, including emergency access and procedures to be followed at time of failure in operation and other building emergencies. Train Owner's personnel in normal procedures to be followed in checking for sources of operational failures or malfunctions. Confer with Owner on requirements for a complete elevator maintenance program.
- B. Make a final check of each elevator operation with Owner's personnel present and just prior to date of Substantial Completion. Determine that control systems and operating devices are functioning properly.

END OF SECTION 14240

**RELOCATABLE
BUILDING FLOOR
PLANS**



FLOOR PLAN

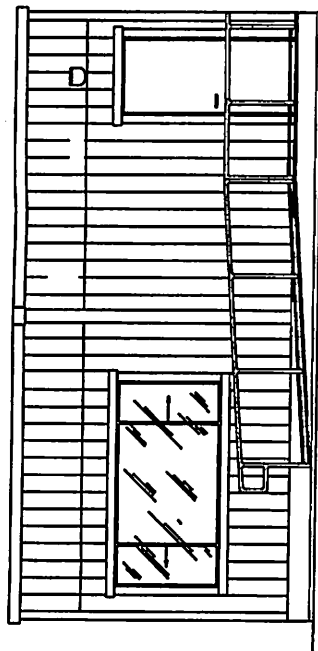
AVAILABLE AS SHOWN = LEFT HAND
OR OPPOSITE HAND = RIGHT HAND

24 X 40 CLASSROOM

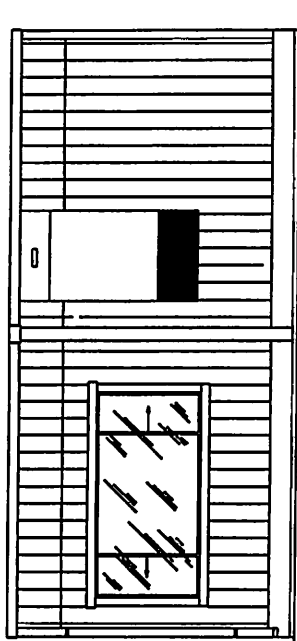
ITEM A

24 X 40 CLASSROOM

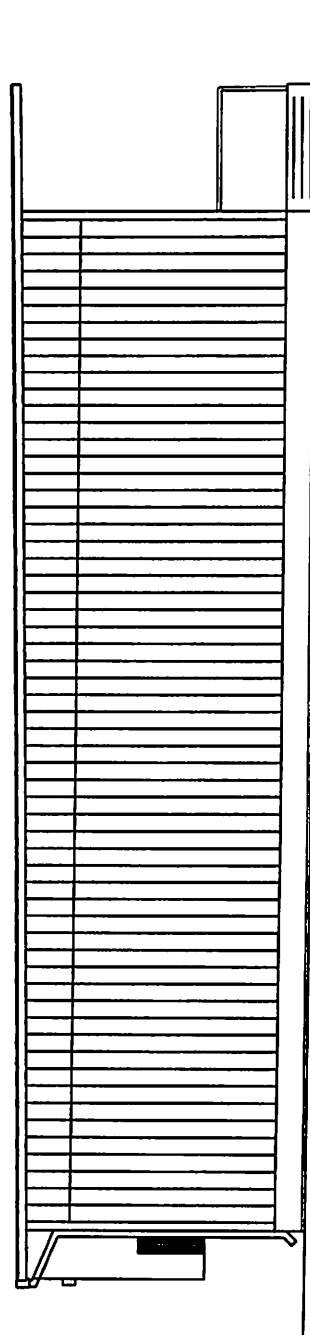
ITEM A



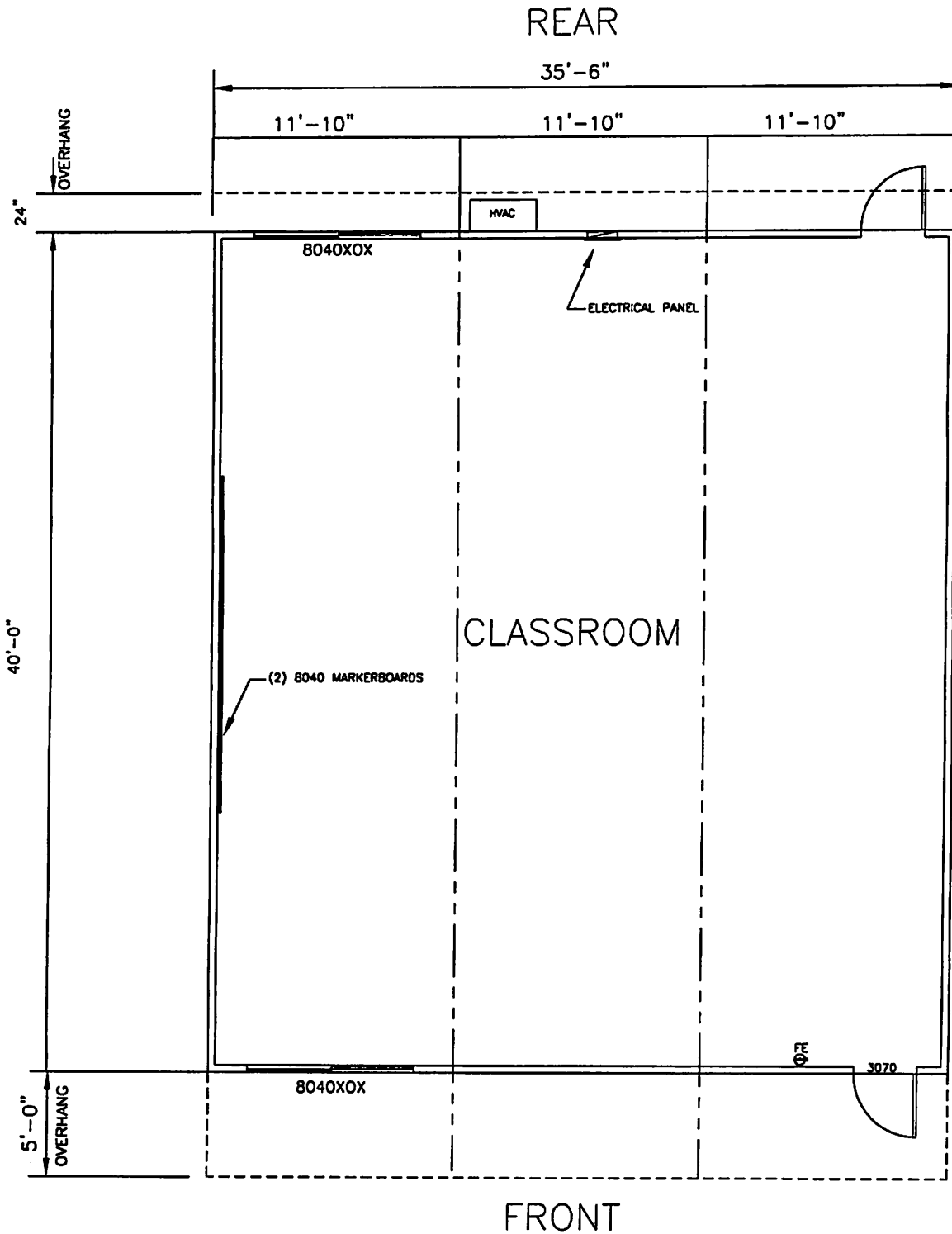
FRONT END/ENTRY ELEVATION



REAR END ELEVATION



SIDE ELEVATION



FRONT
FLOOR PLAN

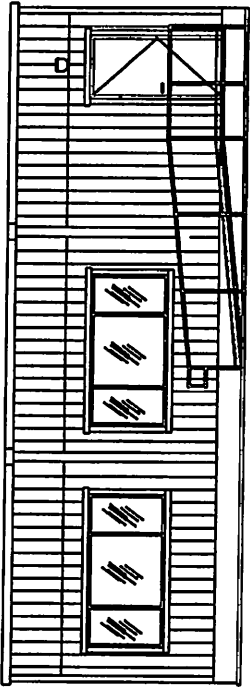
AVAILABLE AS SHOWN = LEFT HAND
OR OPPOSITE HAND = RIGHT HAND

36 X 40 CLASSROOM

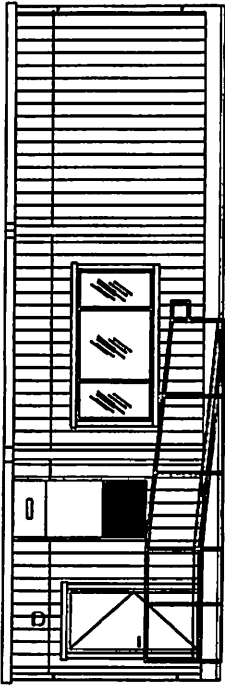
ITEM B

36 X 40 CLASSROOM

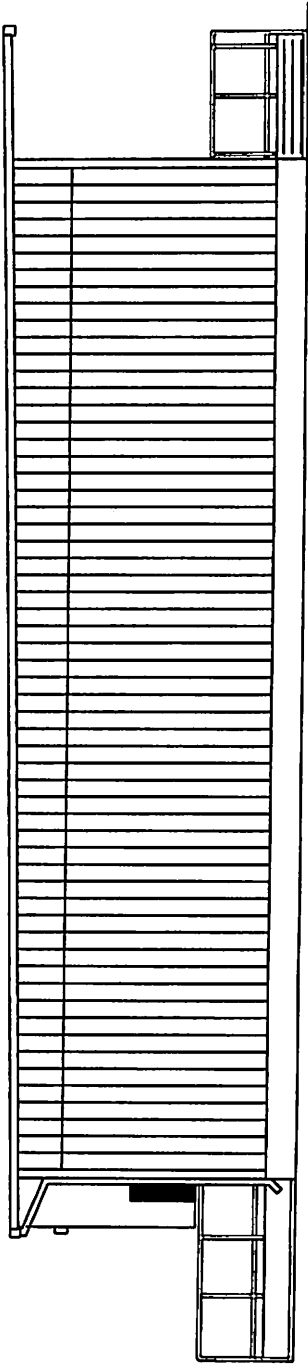
ITEM B



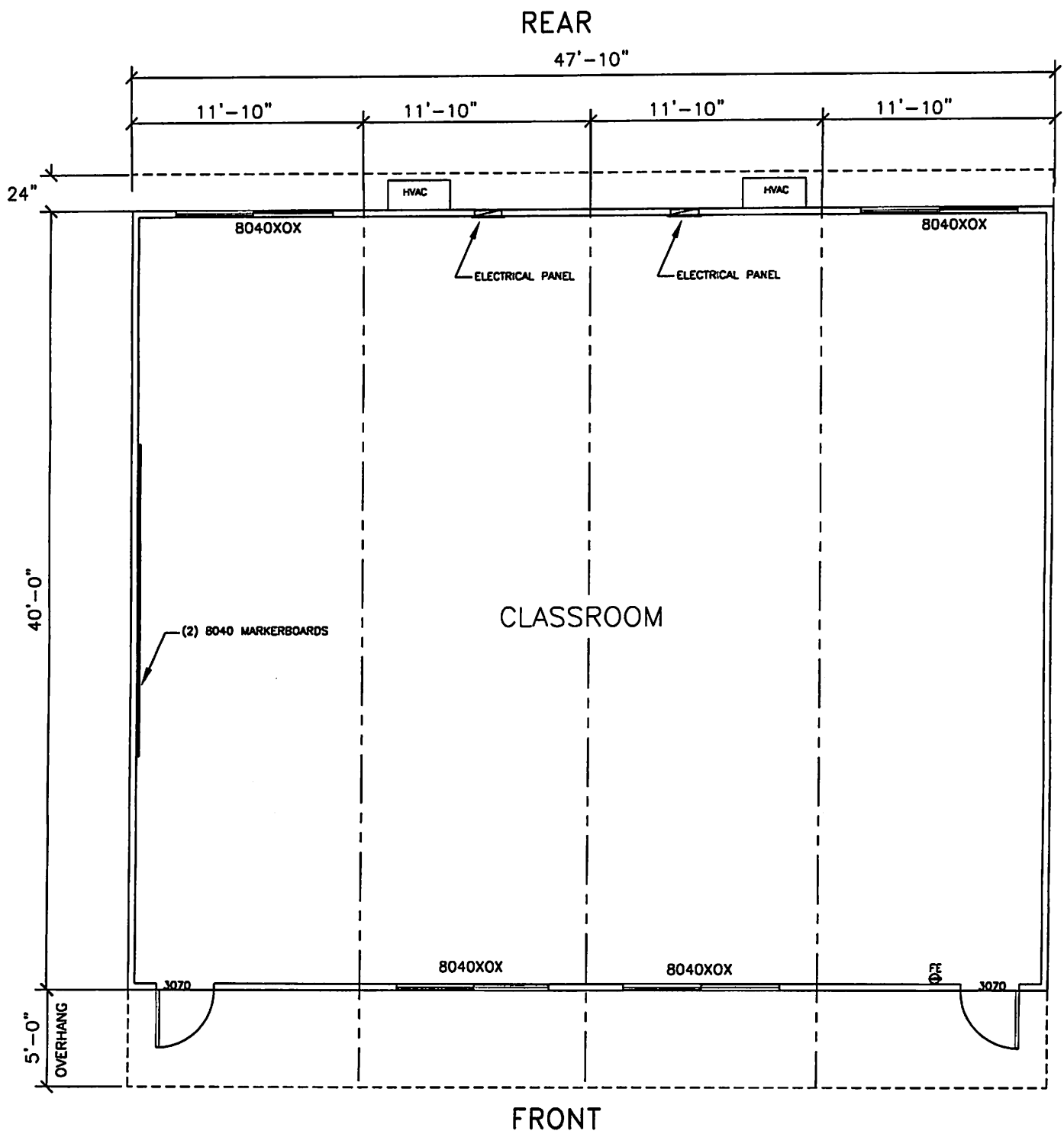
FRONT END/ENTRY ELEVATION



REAR END ELEVATION



SIDE ELEVATION

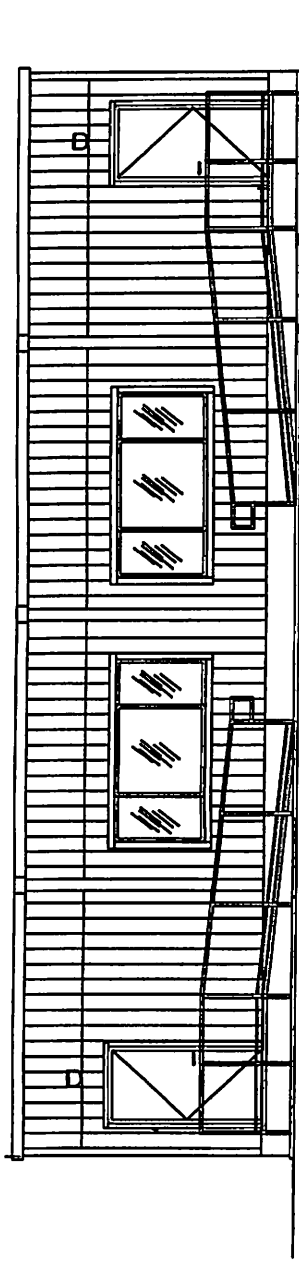


FLOOR PLAN

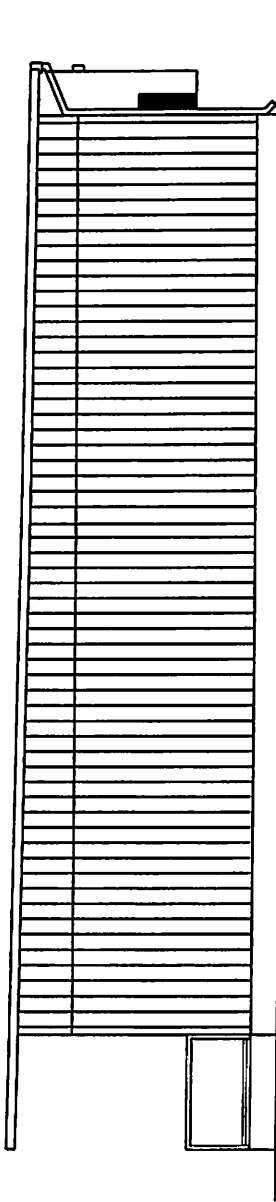
AVAILABLE AS SHOWN = LEFT HAND
OR OPPOSITE HAND = RIGHT HAND

48 X 40 CLASSROOM

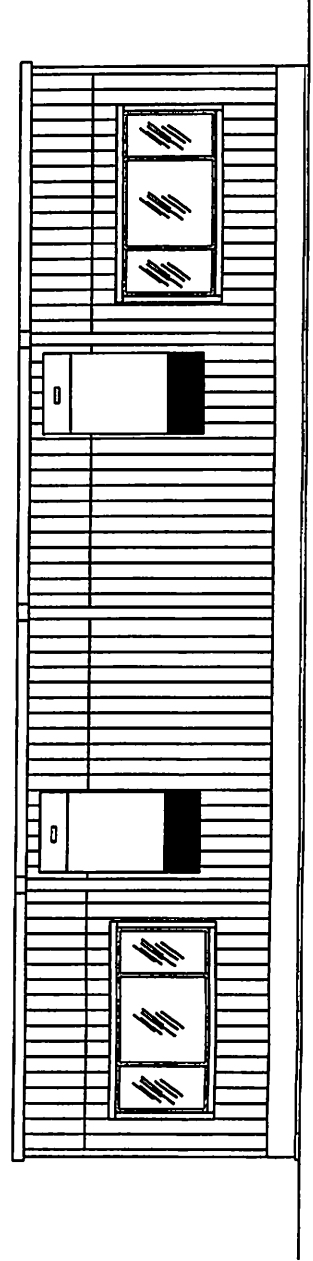
ITEM C



FRONT END/ENTRY ELEVATION



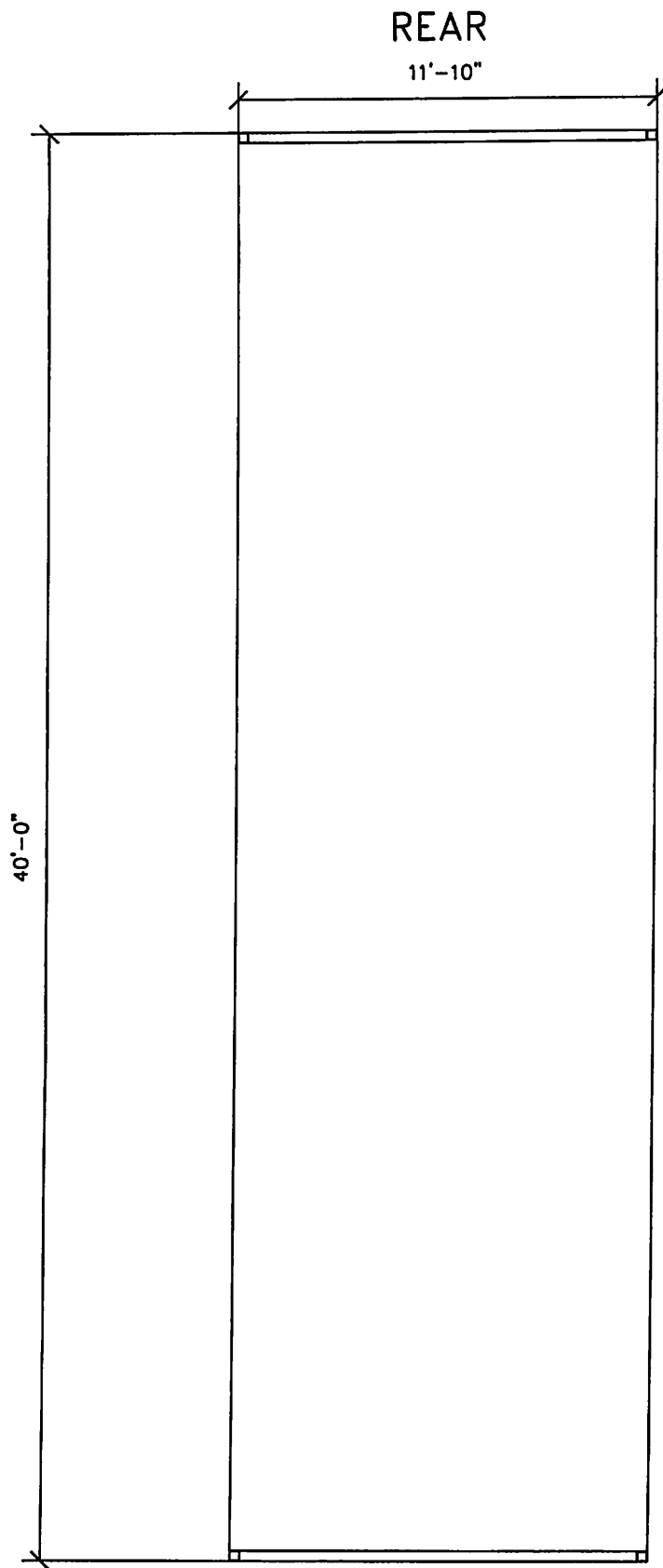
RIGHT SIDE ELEVATION



FRONT END/ENTRY ELEVATION

48 X 40 CLASSROOM

ITEM C

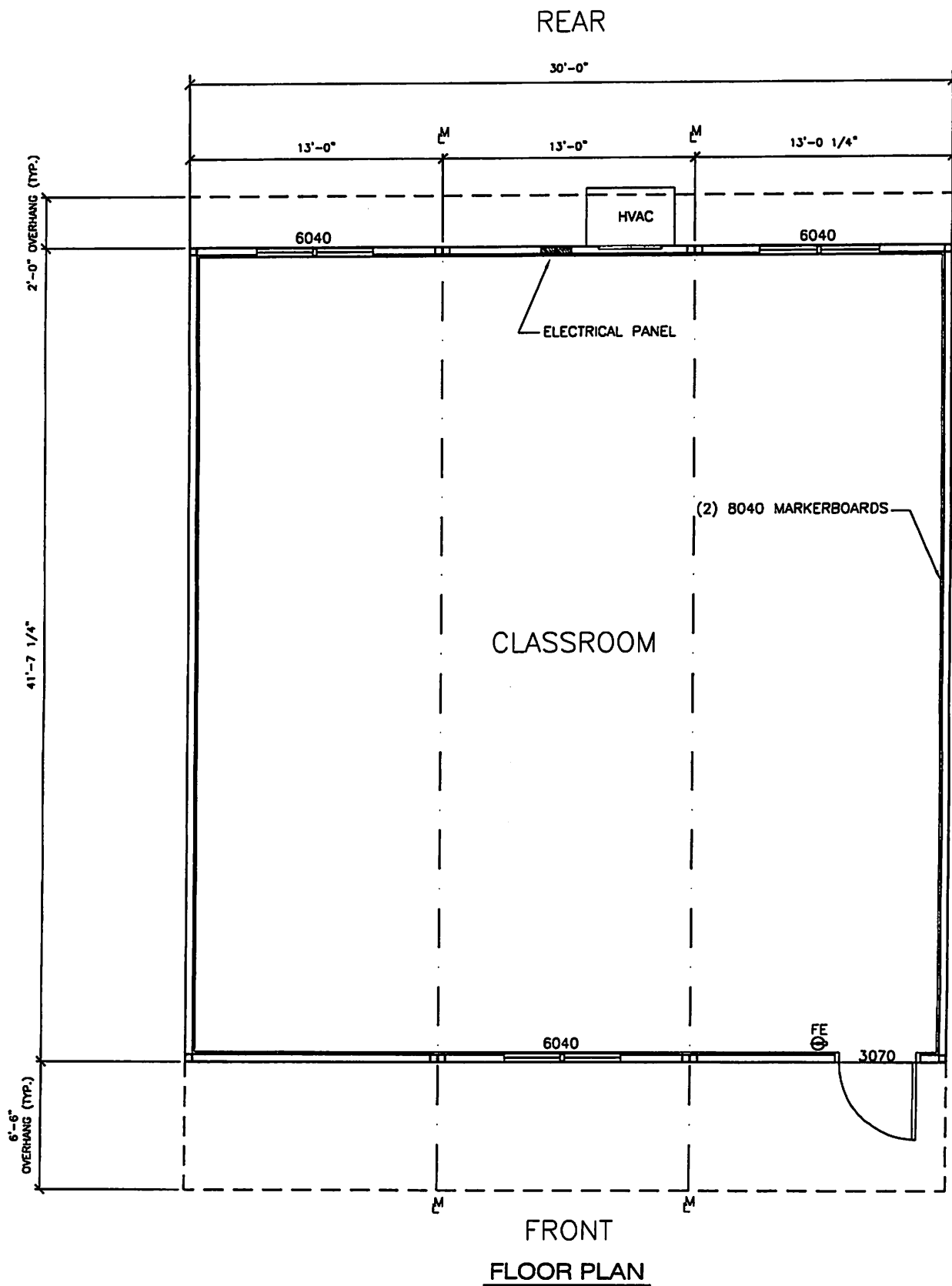


FRONT
FLOOR PLAN

12' MODULE

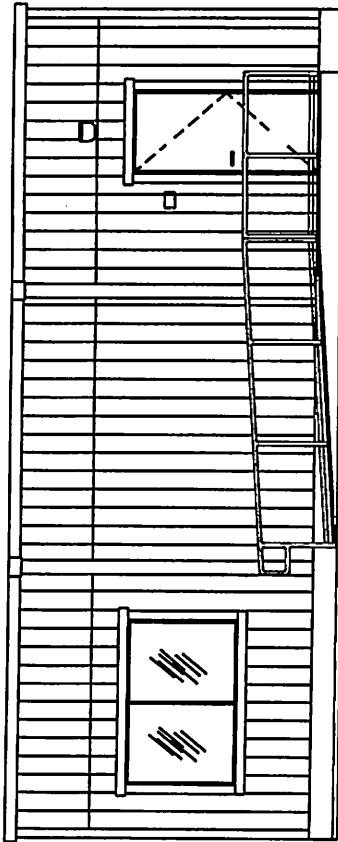
Additional Section

ITEM D

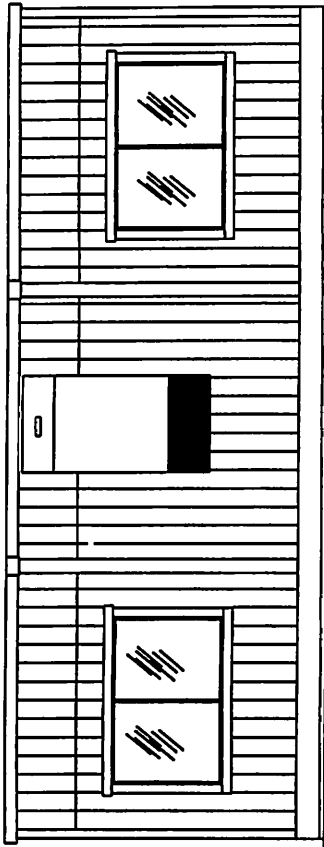


30 X 32 CLASSROOM

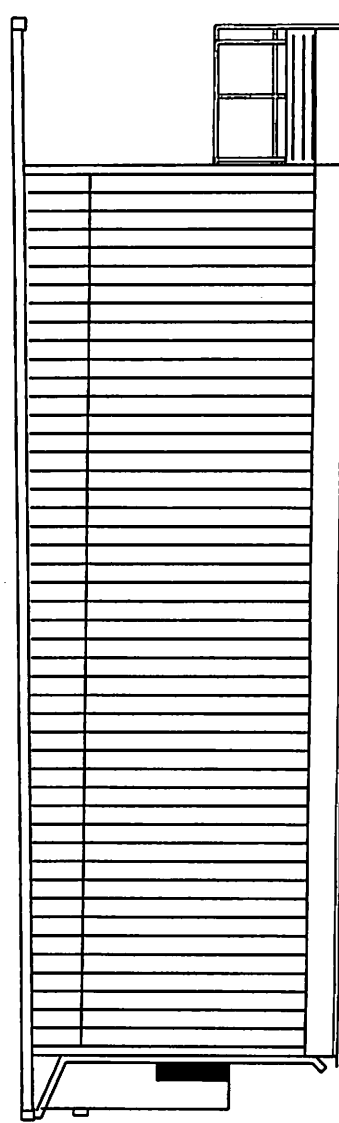
ITEM E



FRONT END/ENTRY ELEVATION



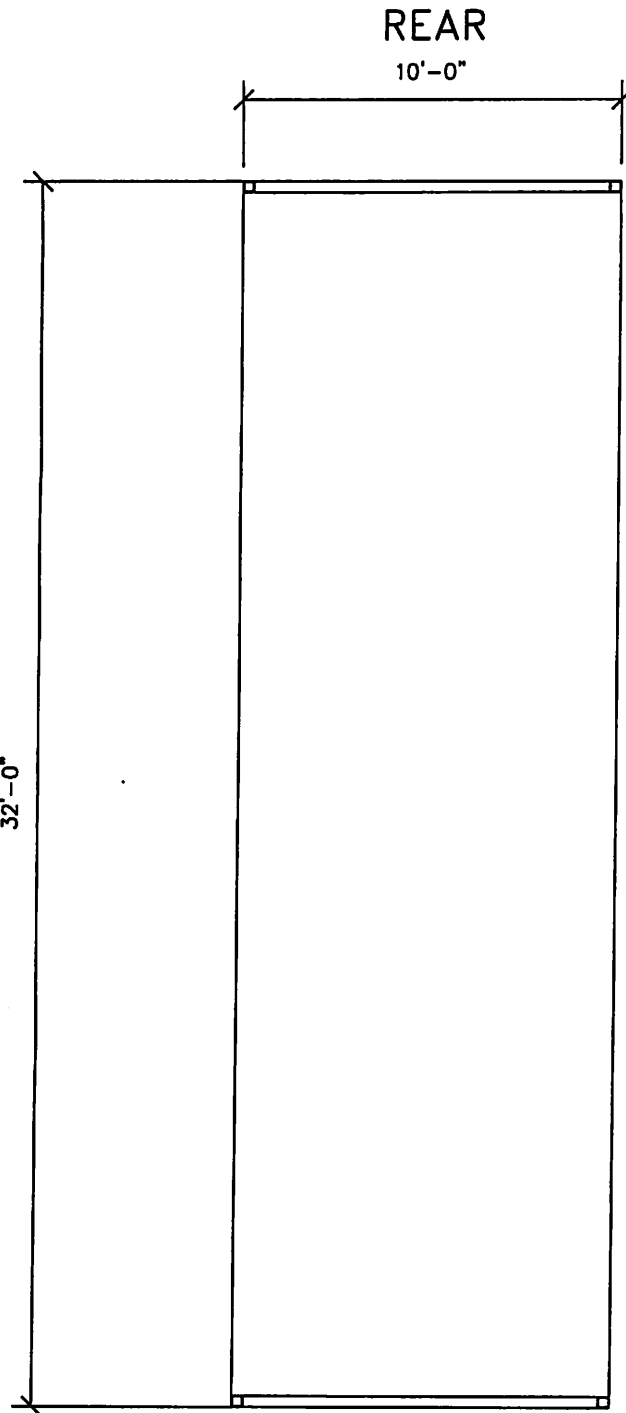
REAR END ELEVATION



SIDE ELEVATION

30 X 32 CLASSROOM

ITEM E



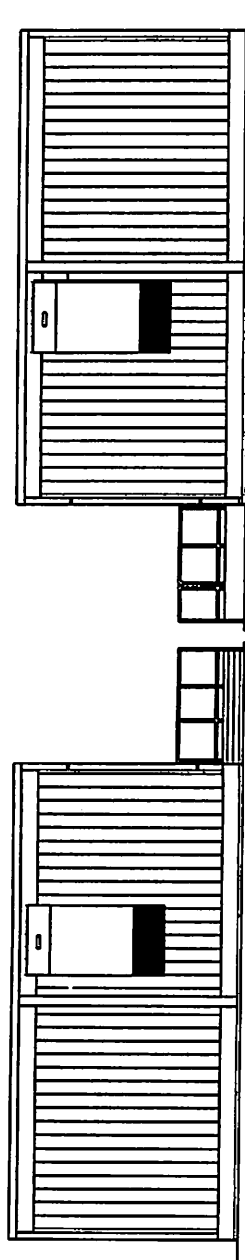
FRONT
FLOOR PLAN

10' MODULE Additional Section

ITEM F

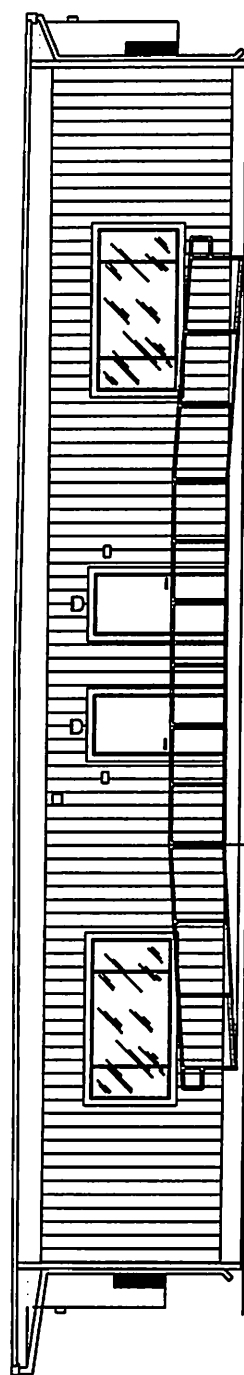
24 X 60 CLASSROOM

ITEM G

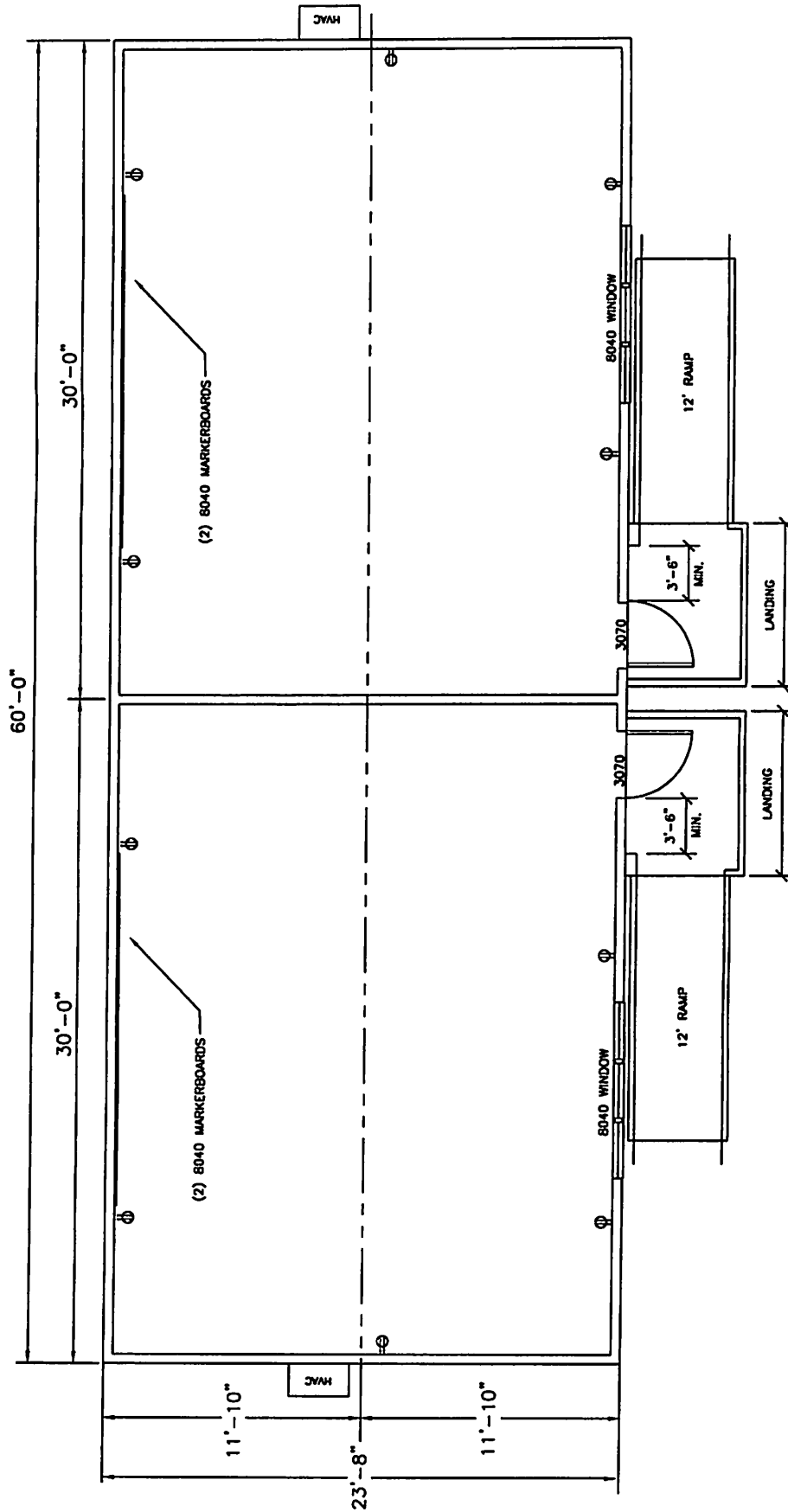


FRONT END/ENTRY ELEVATION

REAR END ELEVATION

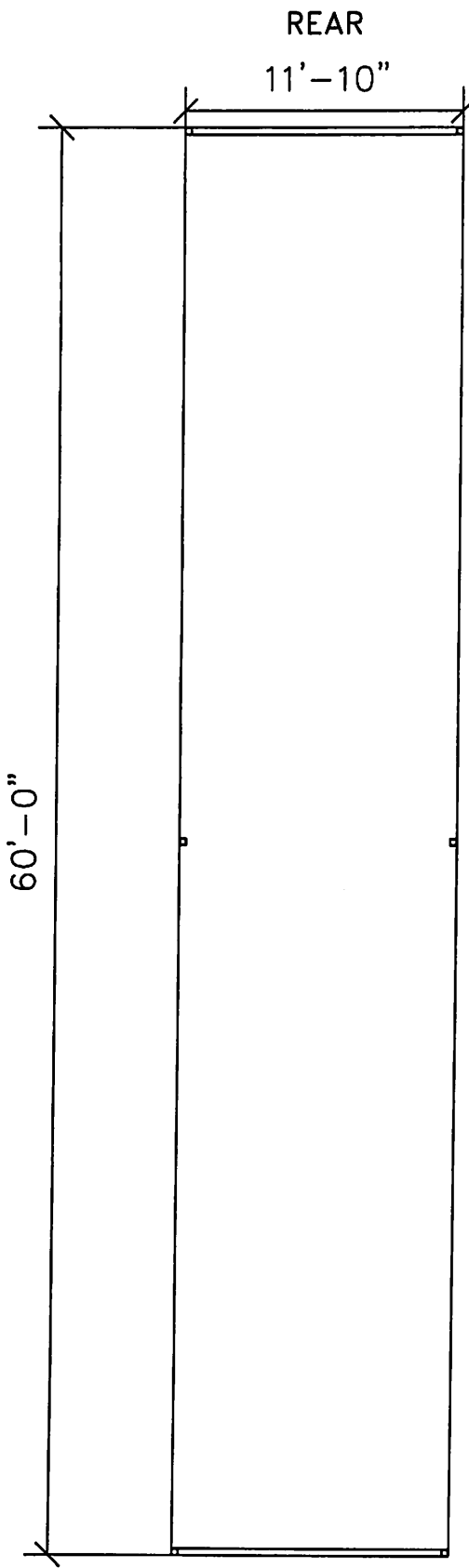


SIDE ELEVATION



24 X 60 CLASSROOM

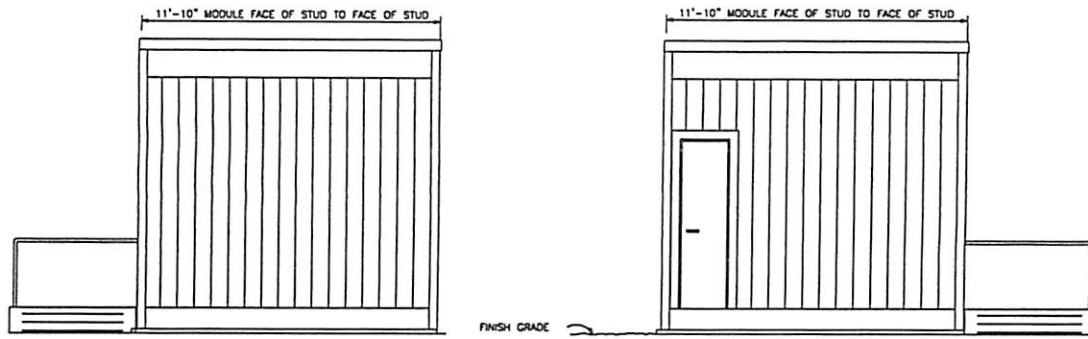
ITEM G



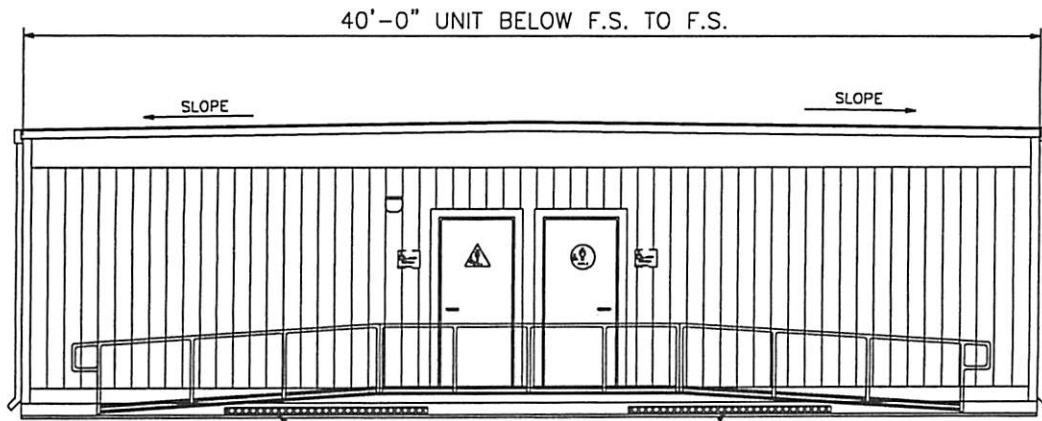
FRONT
FLOOR PLAN

12' MODULE Additional Section

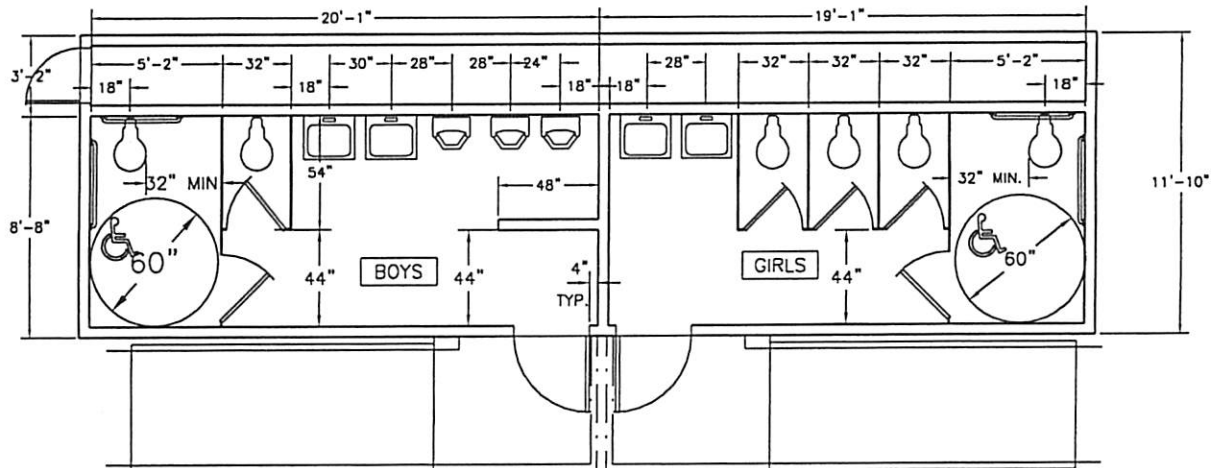
ITEM H



END WALL ELEVATION



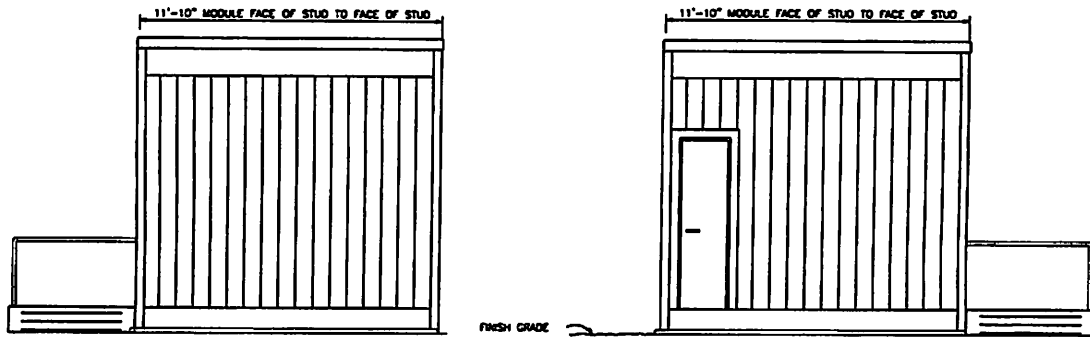
FRONT WALL ELEVATION



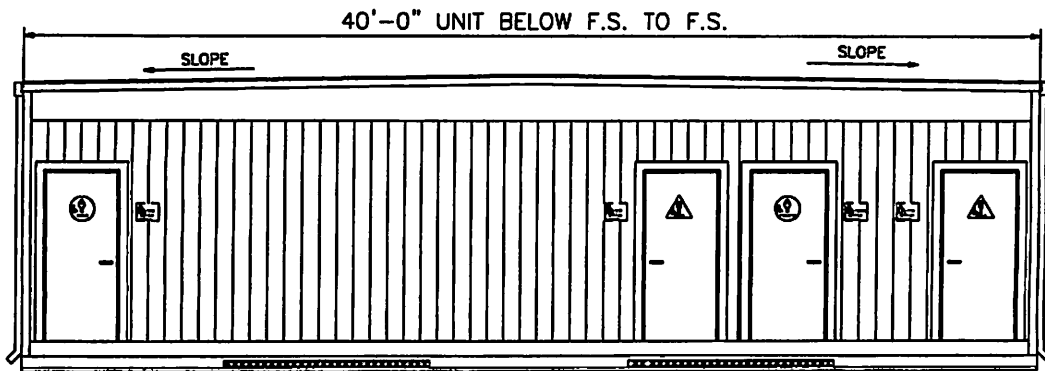
FLOOR PLAN

12 X 40 RESTROOM STUDENT

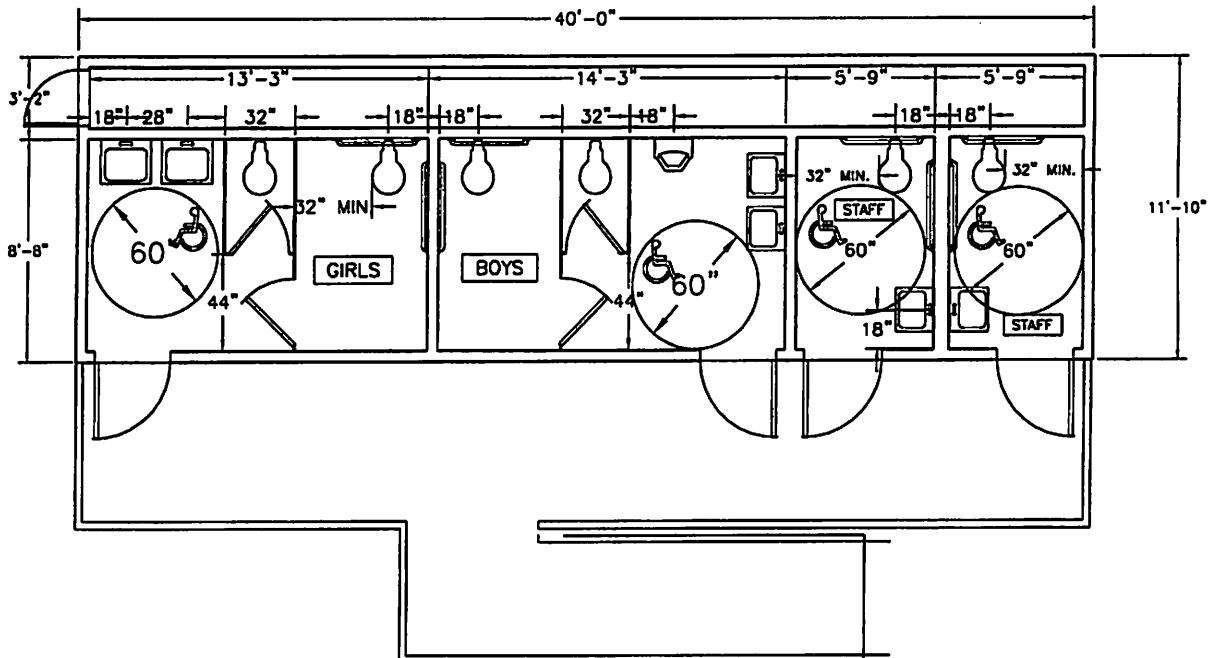
ITEM I



END WALL ELEVATION



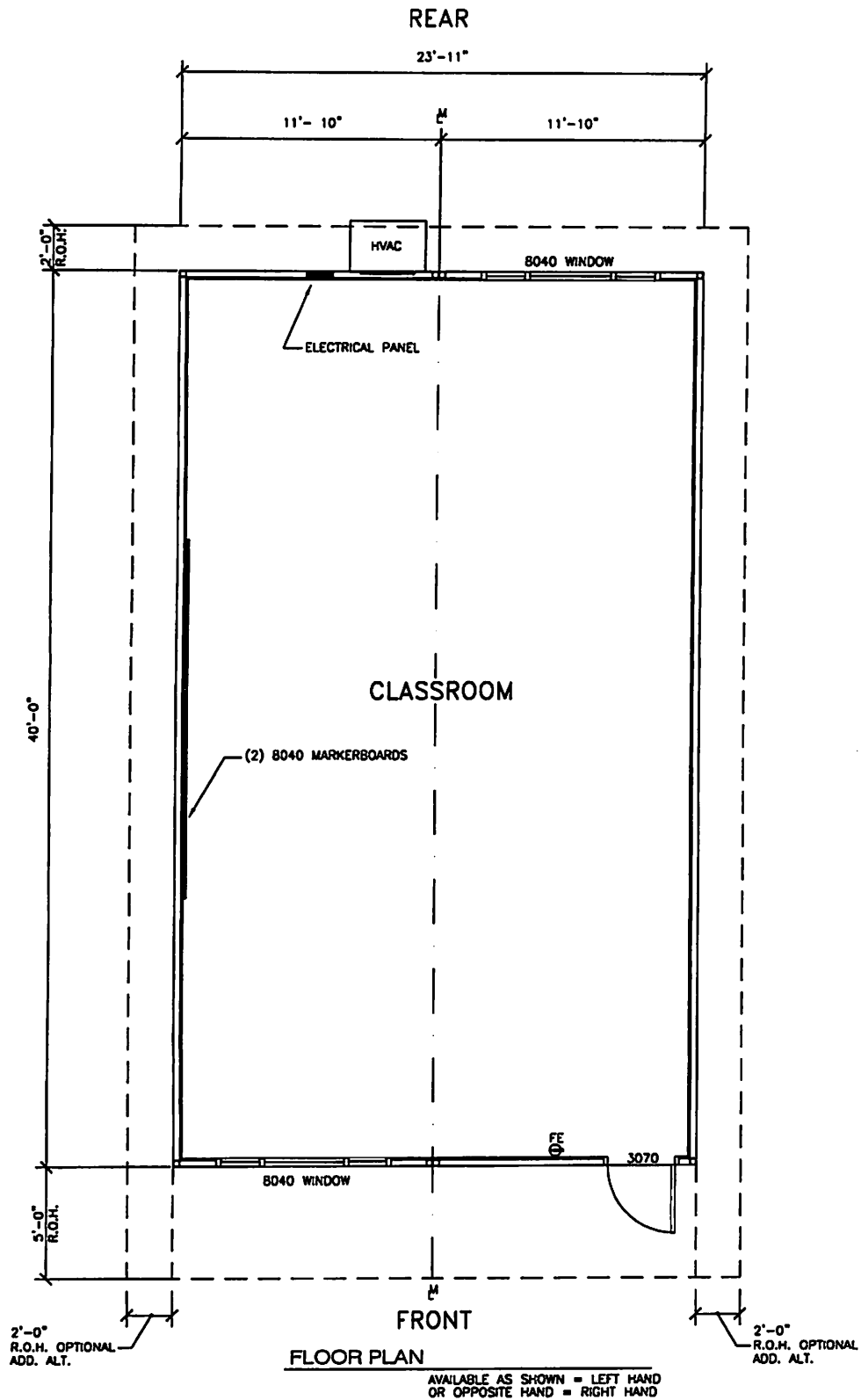
FRONT WALL ELEVATION



FLOOR PLAN

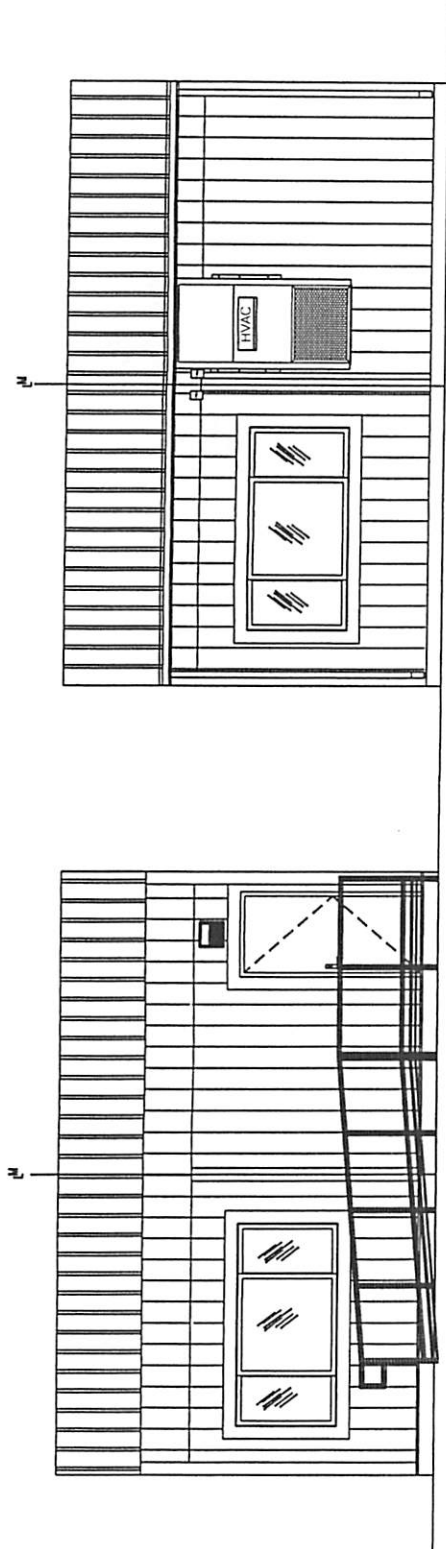
12 X 40 BOYS/GIRLS/STAFF/STAFF
RESTROOM BUILDING

ITEM J



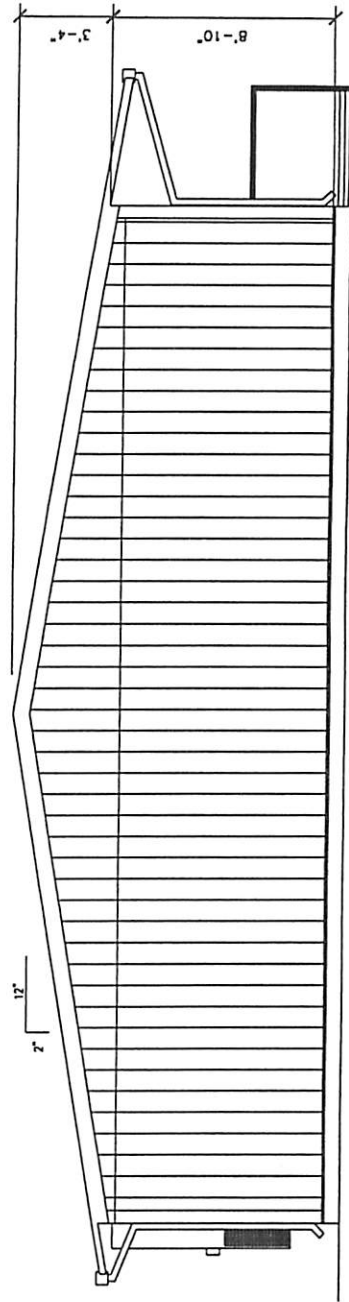
24 X 40 CLASSROOM

ITEM K



FRONT EXTERIOR ELEVATION

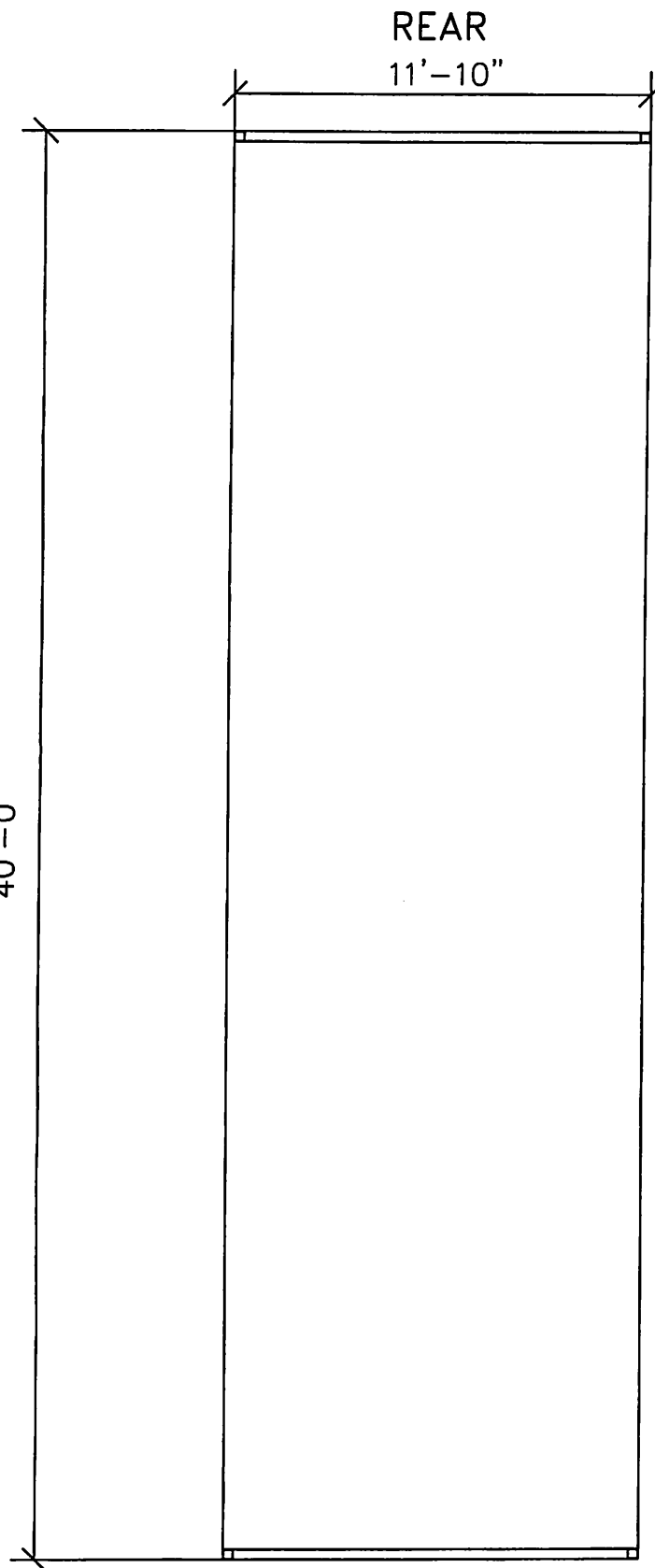
REAR EXTERIOR ELEVATION



SIDE EXTERIOR ELEVATION

24x40 CLASSROOM

ITEM K



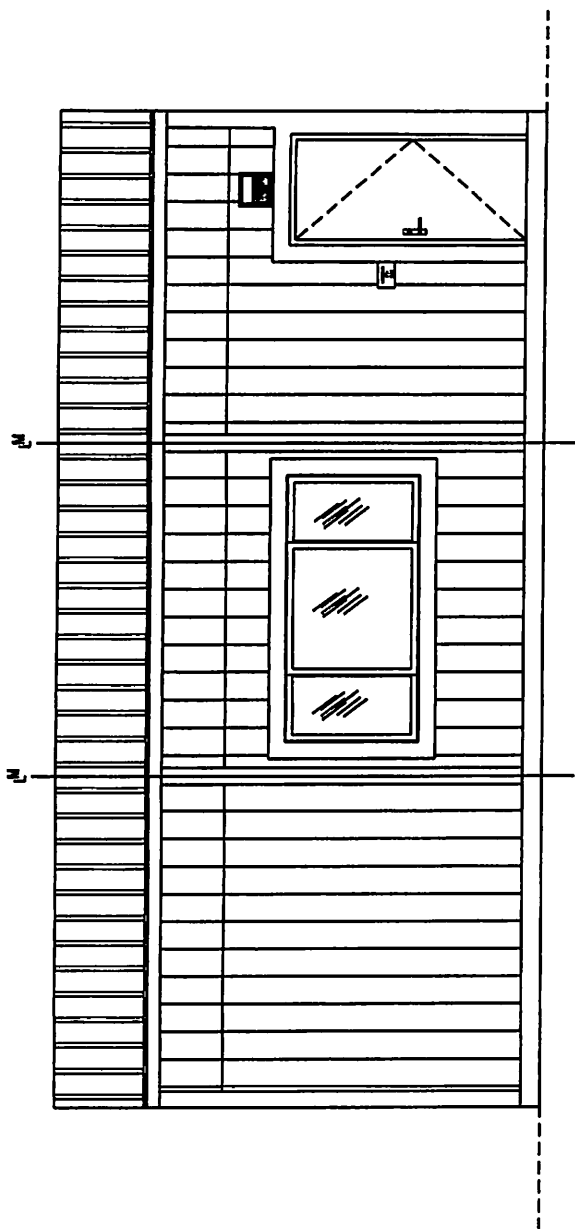
FRONT
FLOOR PLAN

12' MODULE Additional Section

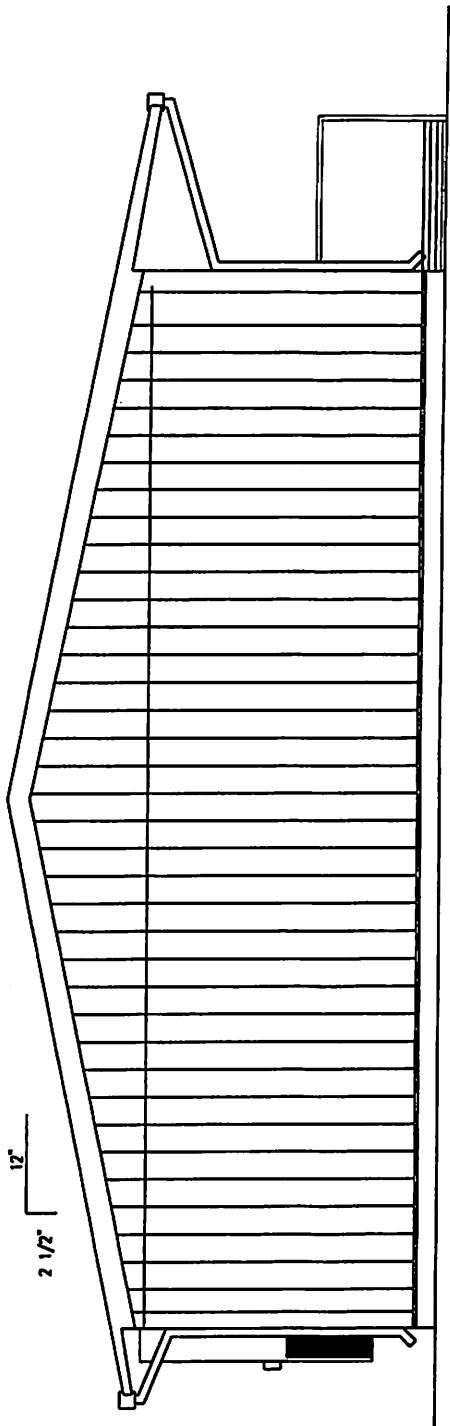
ITEM L

30 X 32 CLASSROOM

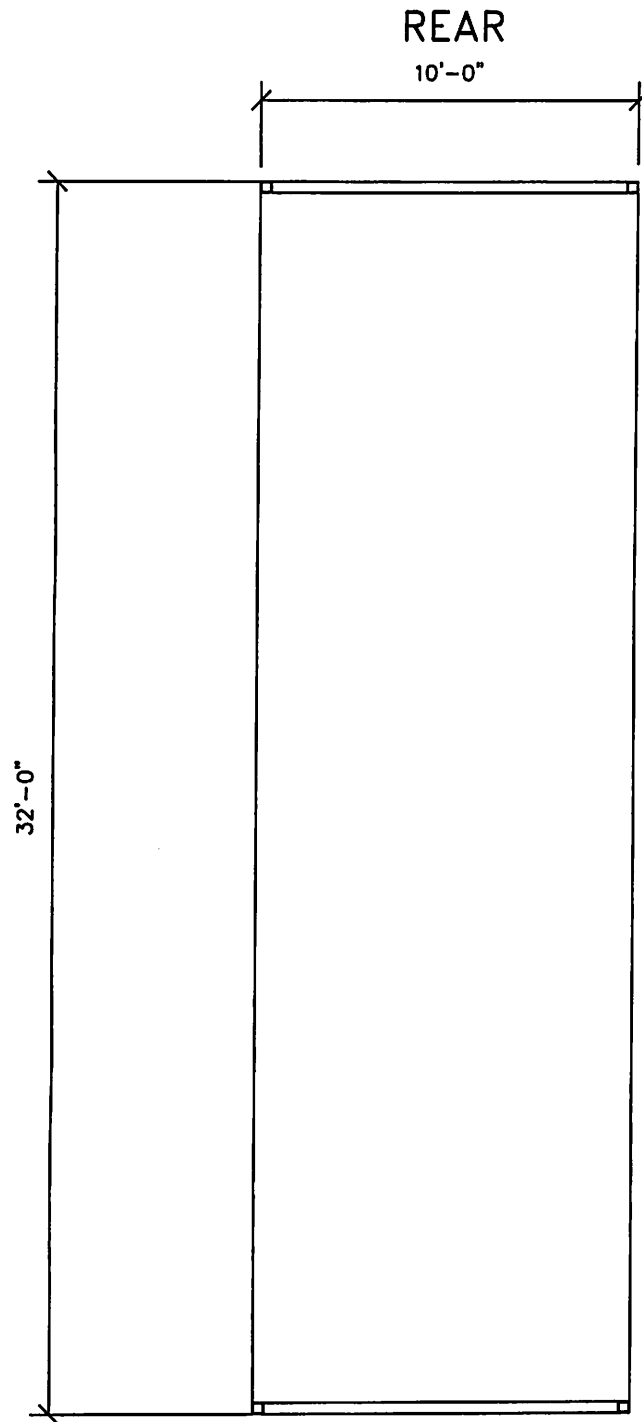
ITEM M



FRONT EXTERIOR ELEVATION



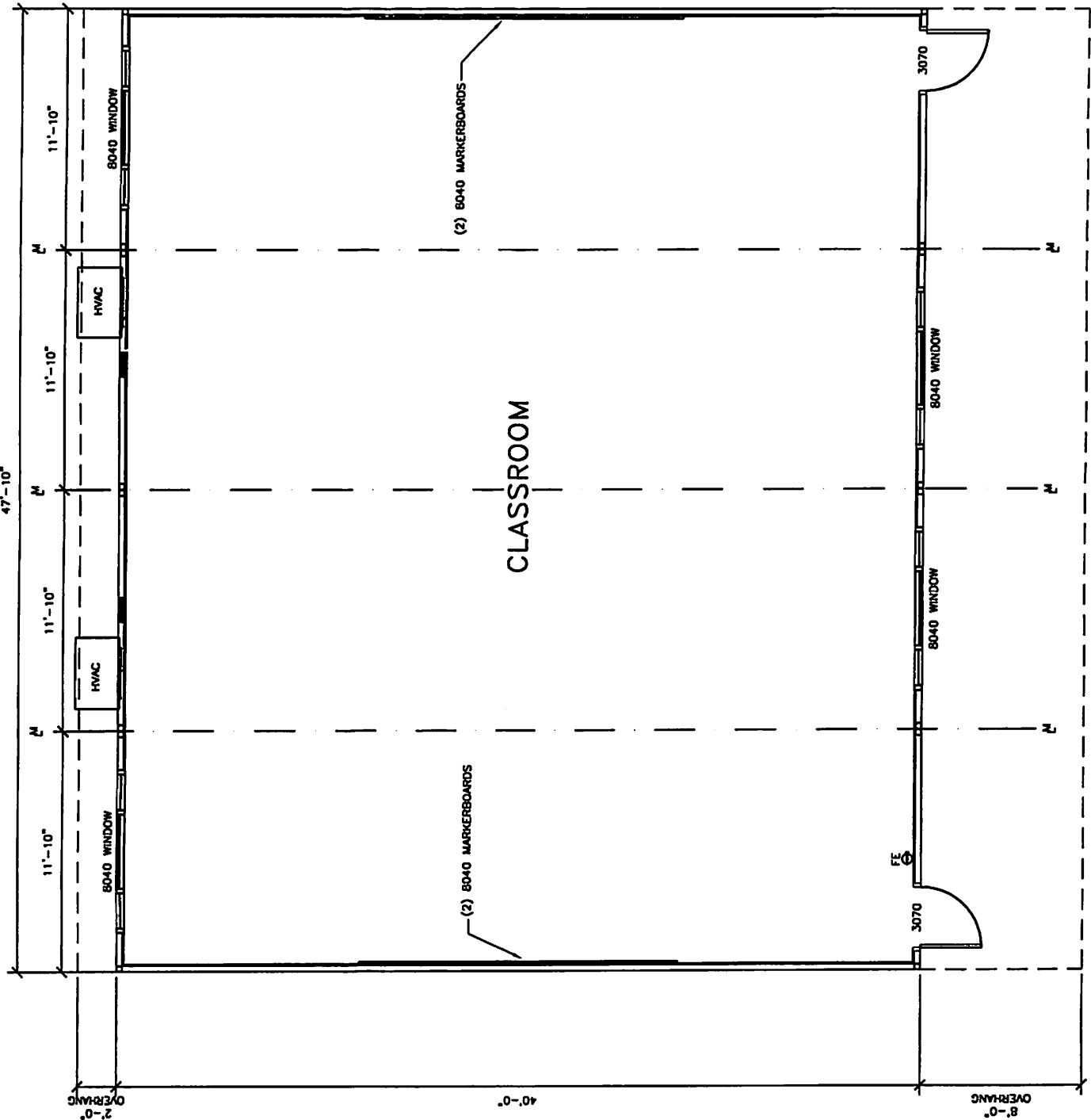
SIDE EXTERIOR ELEVATION



FRONT
FLOOR PLAN

10' MODULE Additional Section-Steep Pitch

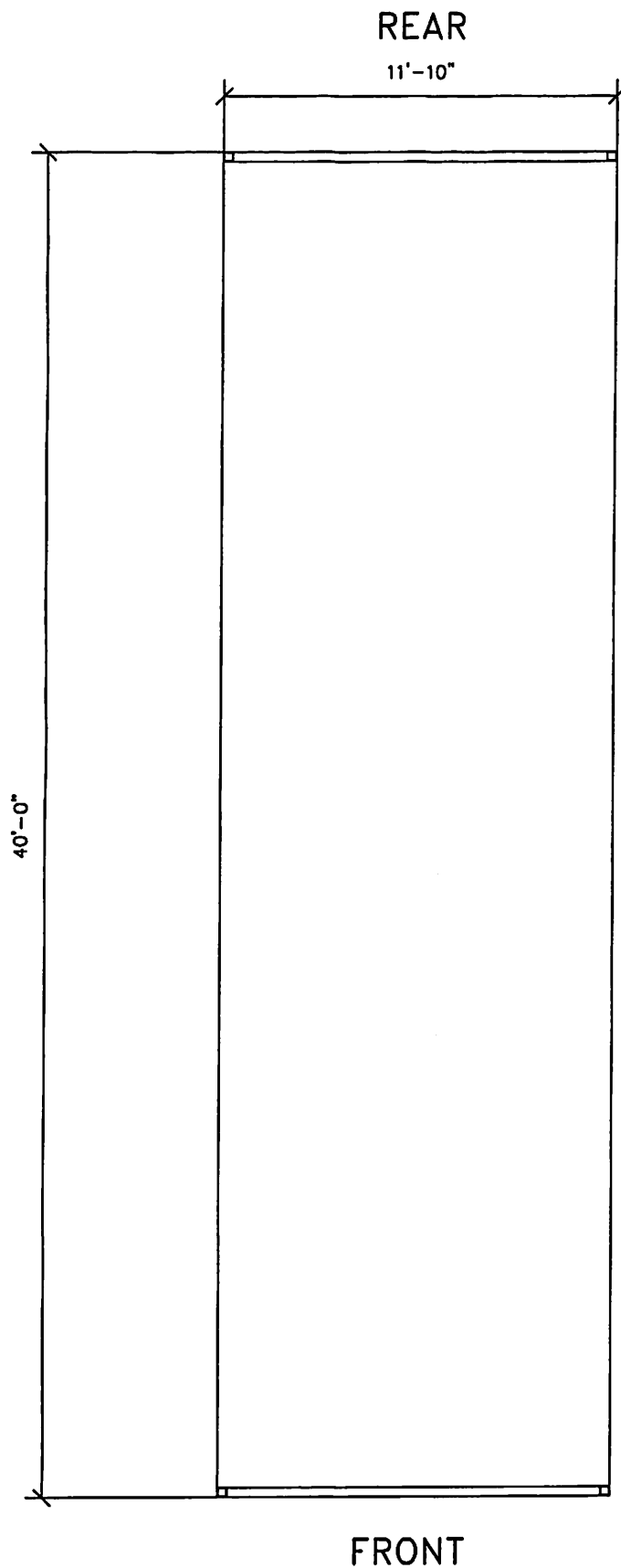
ITEM N



FRONT
FLOOR PLAN

48 X 40 CLASSROOM Two Story

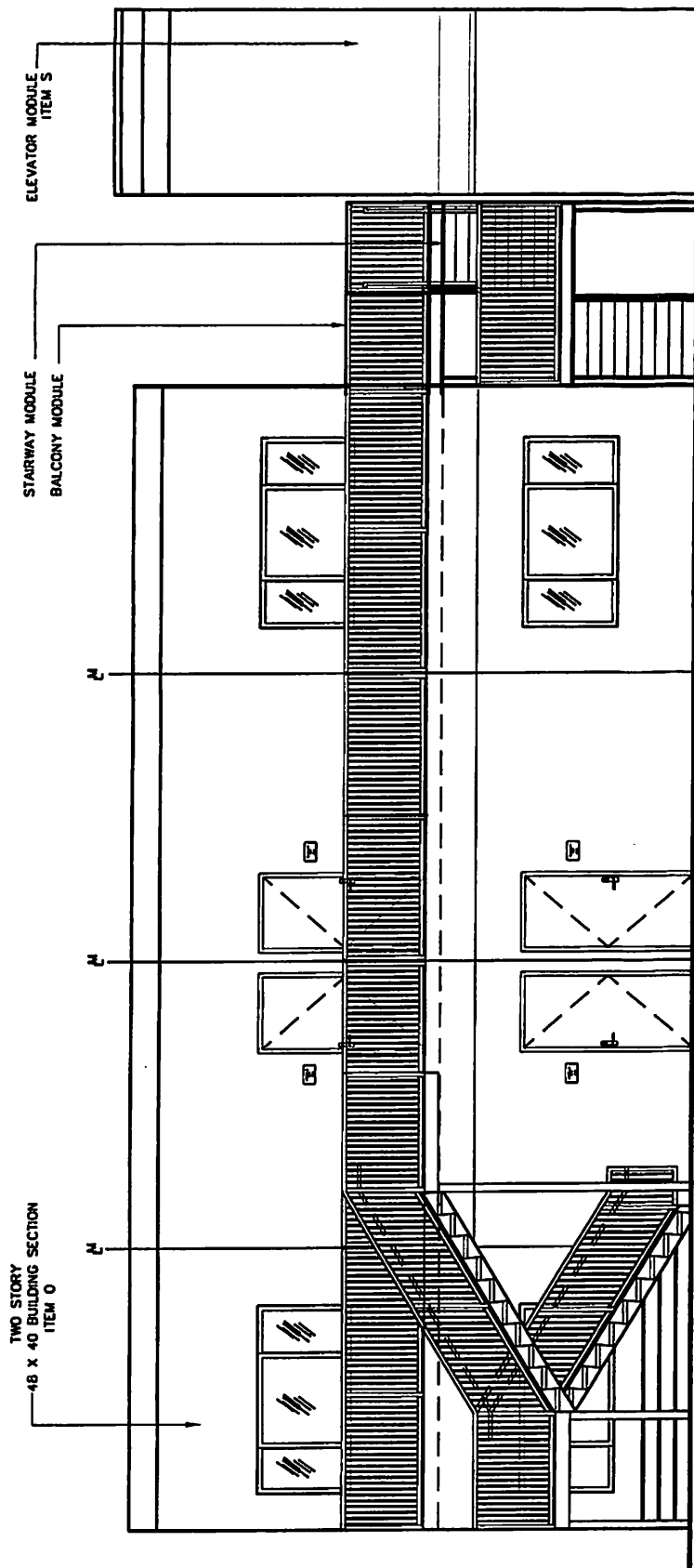
ITEM O



FRONT
FLOOR PLAN

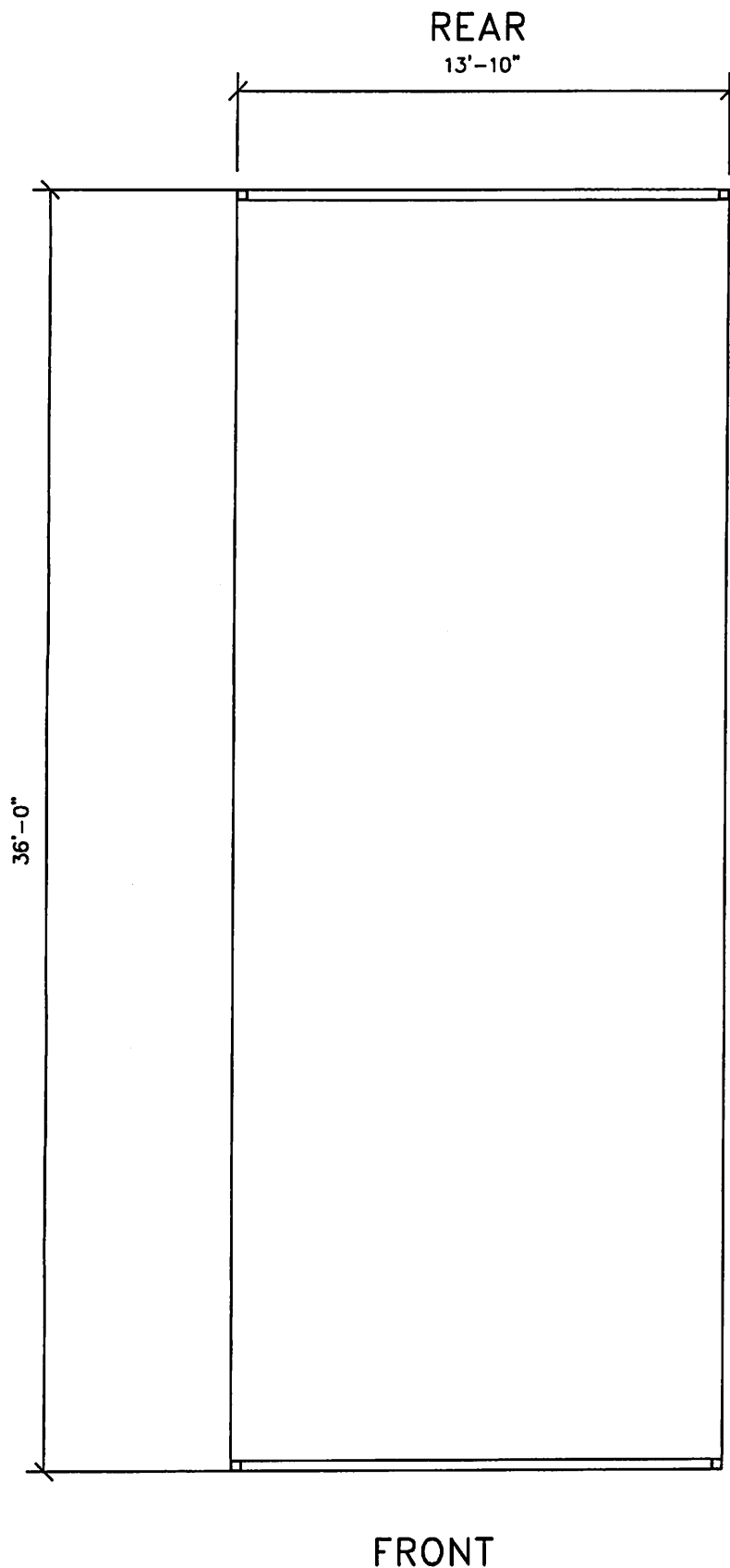
48 X 40 CLASSROOM Two Story

ITEM O-1



48 X 40 CLASSROOM Two Story

ITEM O and S

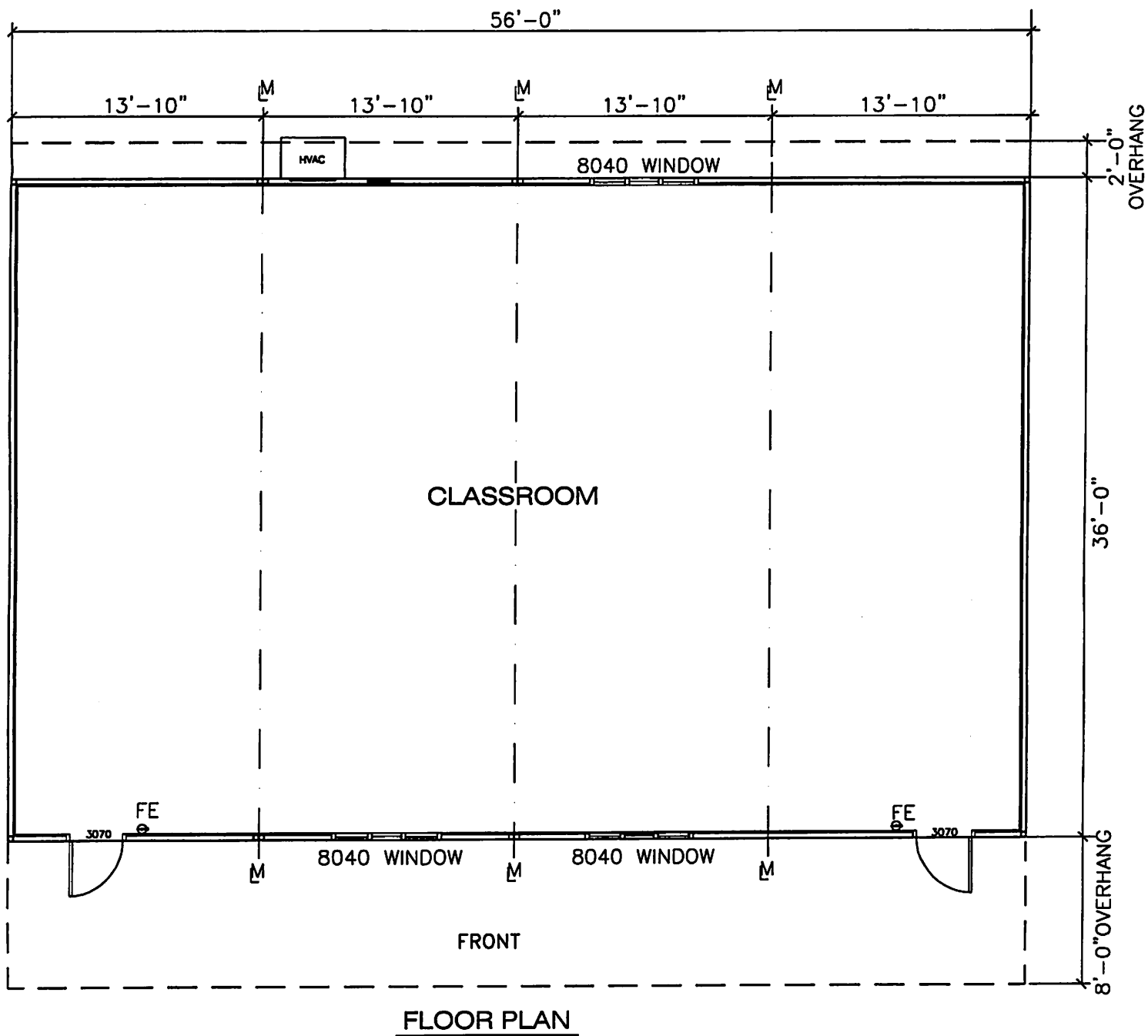


FRONT

FLOOR PLAN

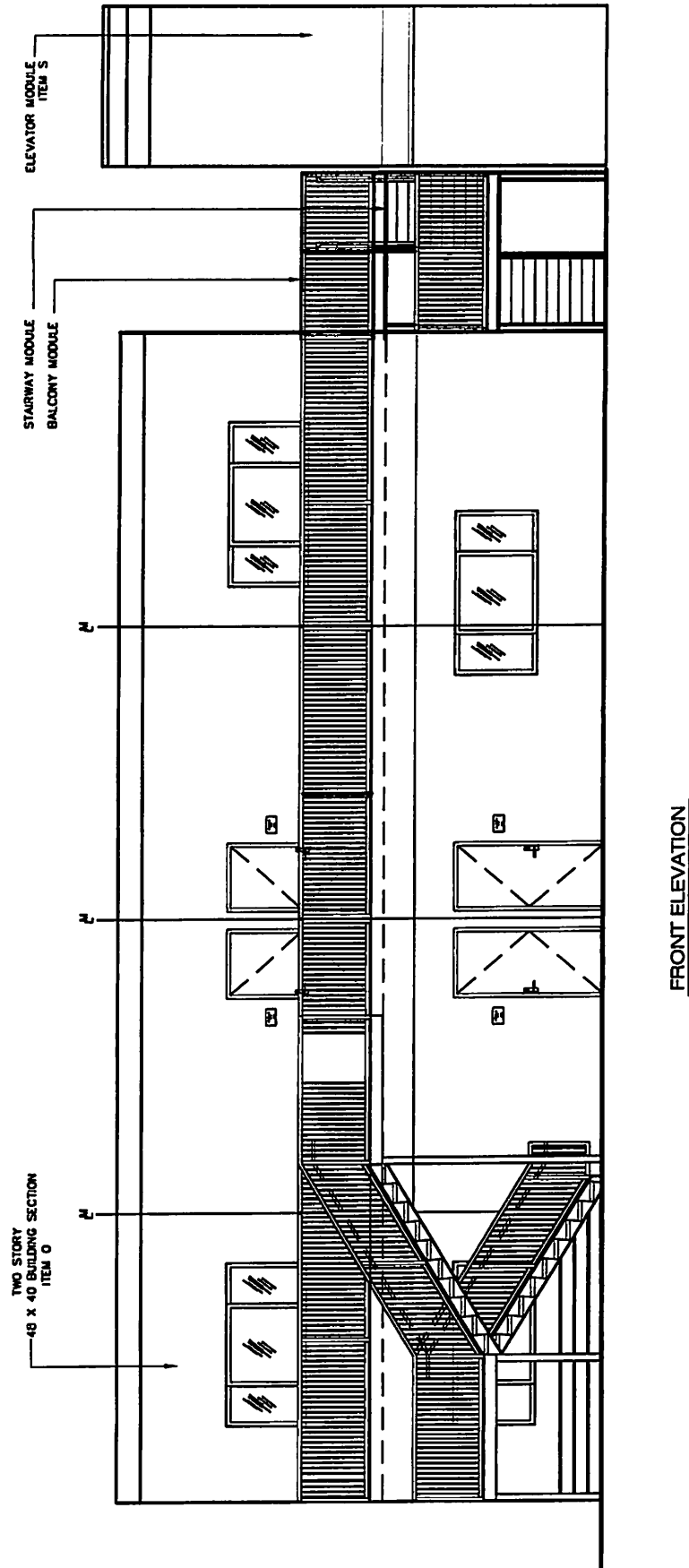
56 X 36 CLASSROOM Two Story

ITEM P-1



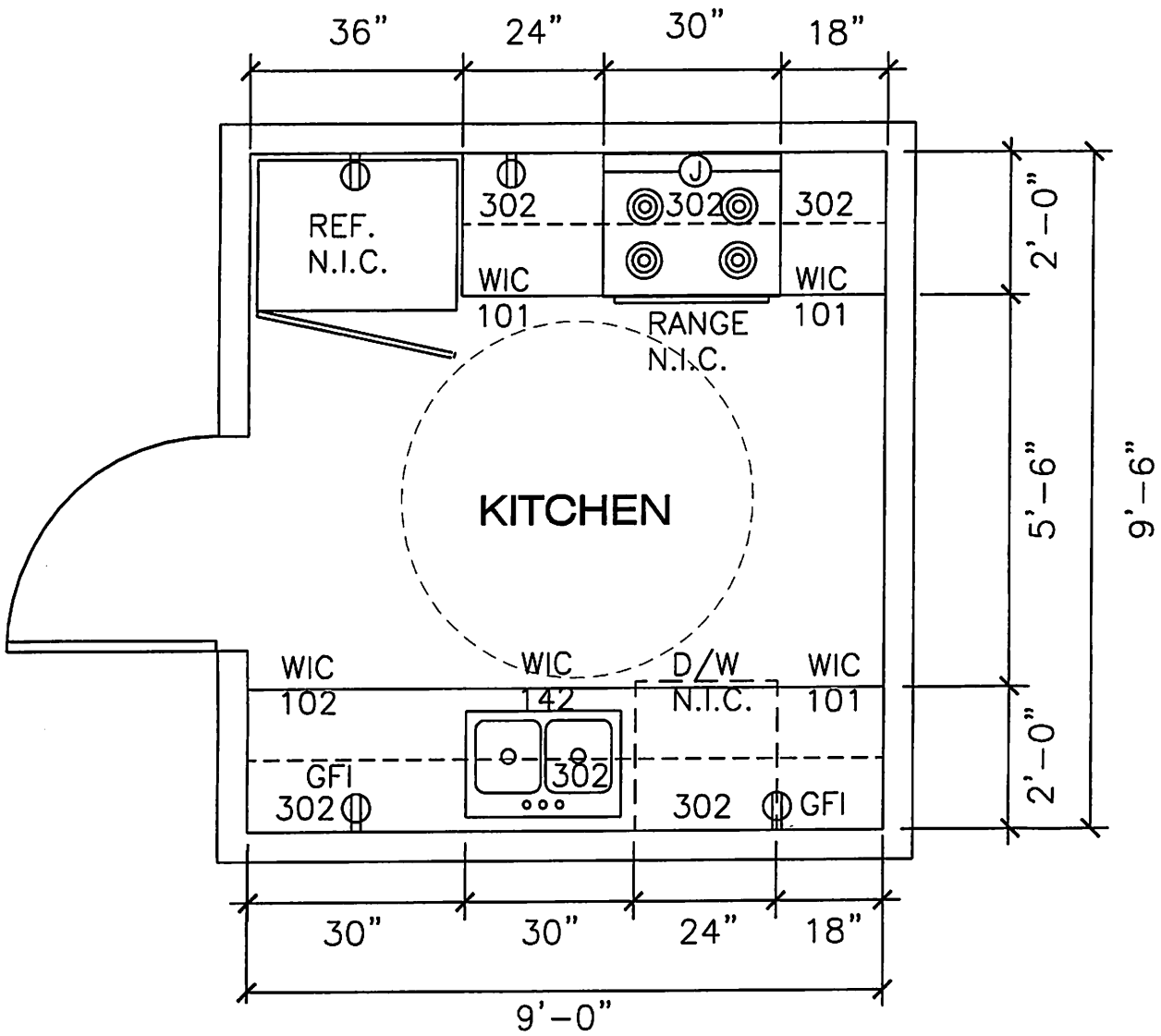
56 X 36 CLASSROOM Two Story

ITEM P



56 X 36 CLASSROOM Two Story

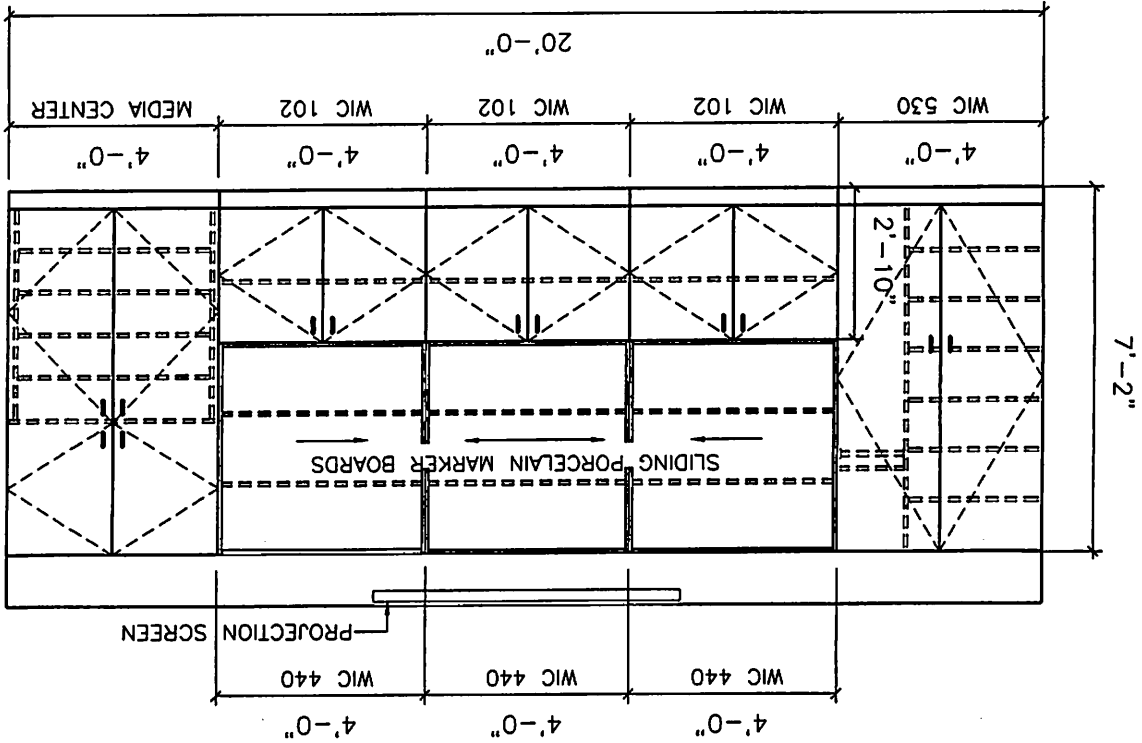
ITEM P and S



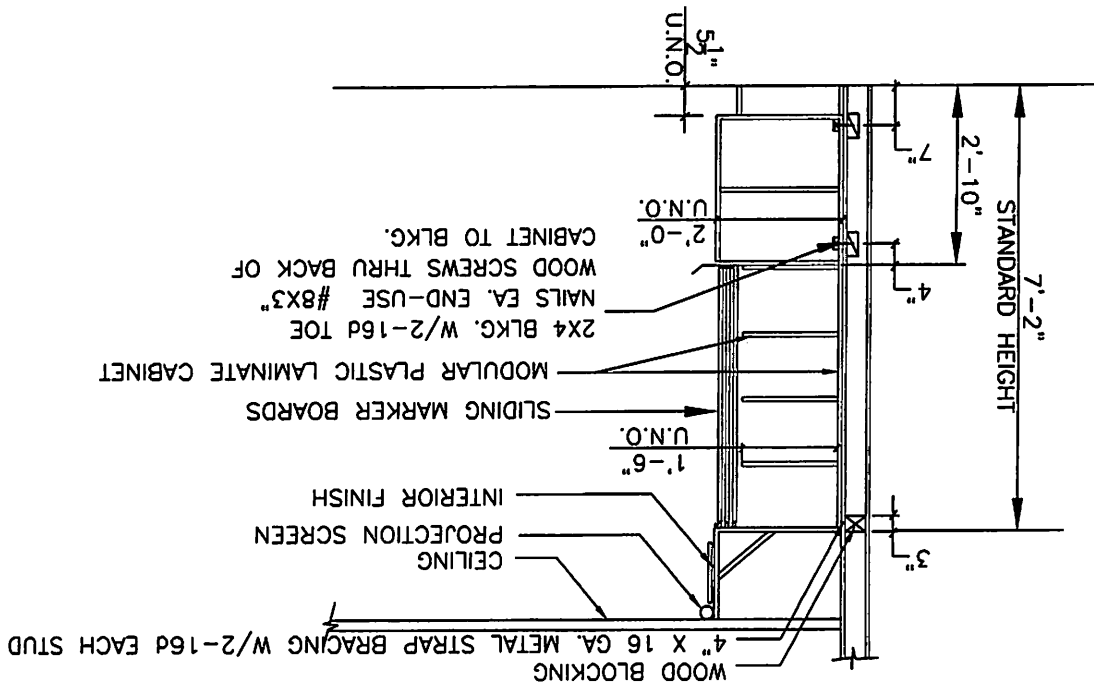
KITCHEN ADD ALT. 78

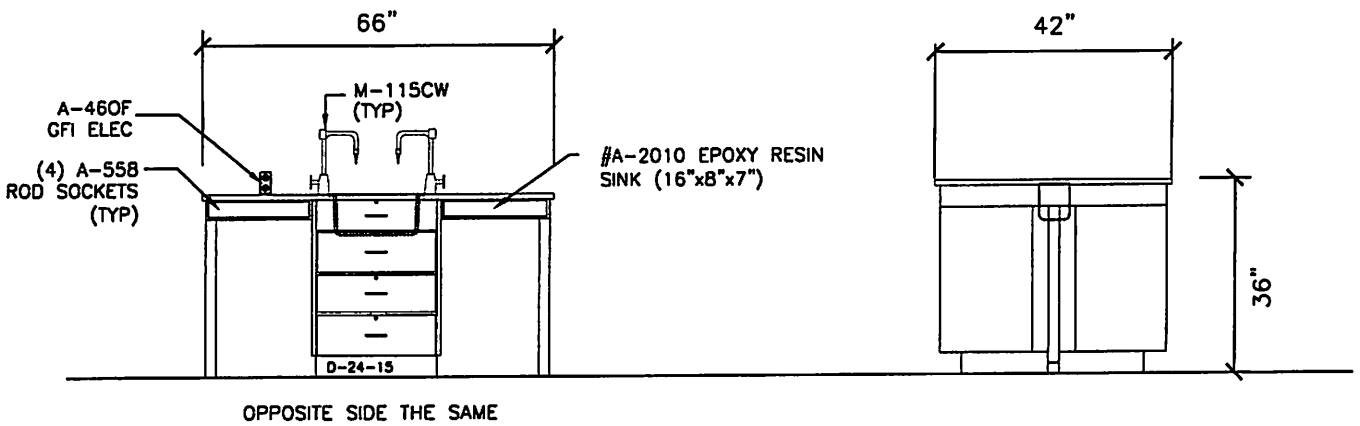
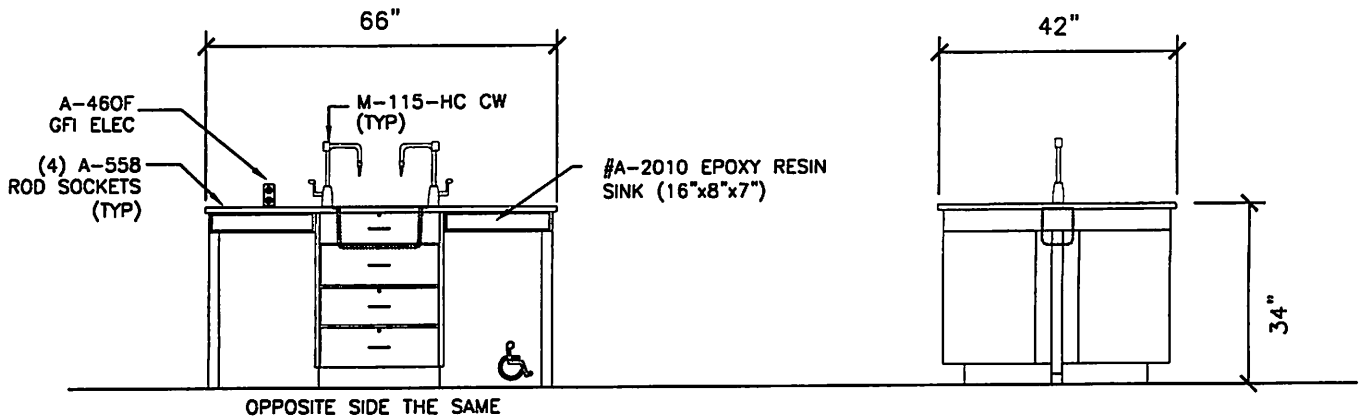
TEACHING WALL ADD ALT. 52

INTERIOR ELEVATION-TEACHING WALL

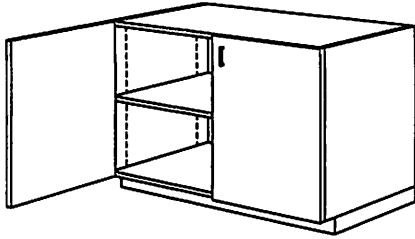


CROSS SECTION TEACHER WALL

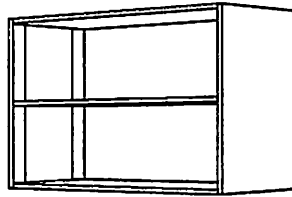




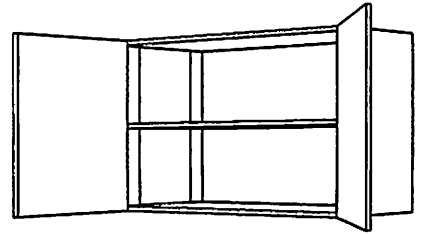
SCIENCE WORK STATION
ADD. ALT. #53



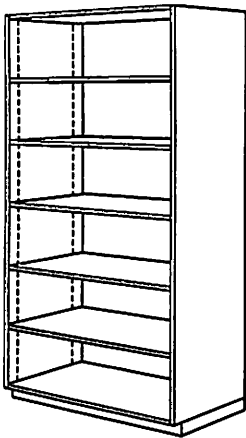
102



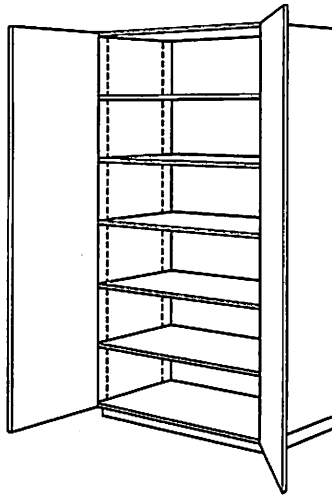
300



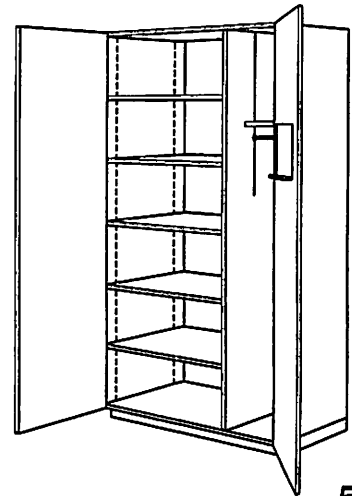
302



400

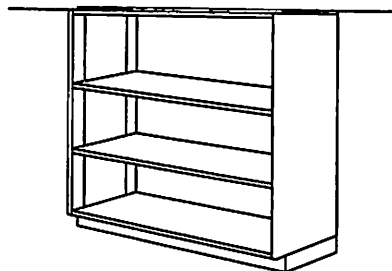


402



530

HEIGHT 42" WITH TOP



NO BACK

600

HANGING WARDROBE

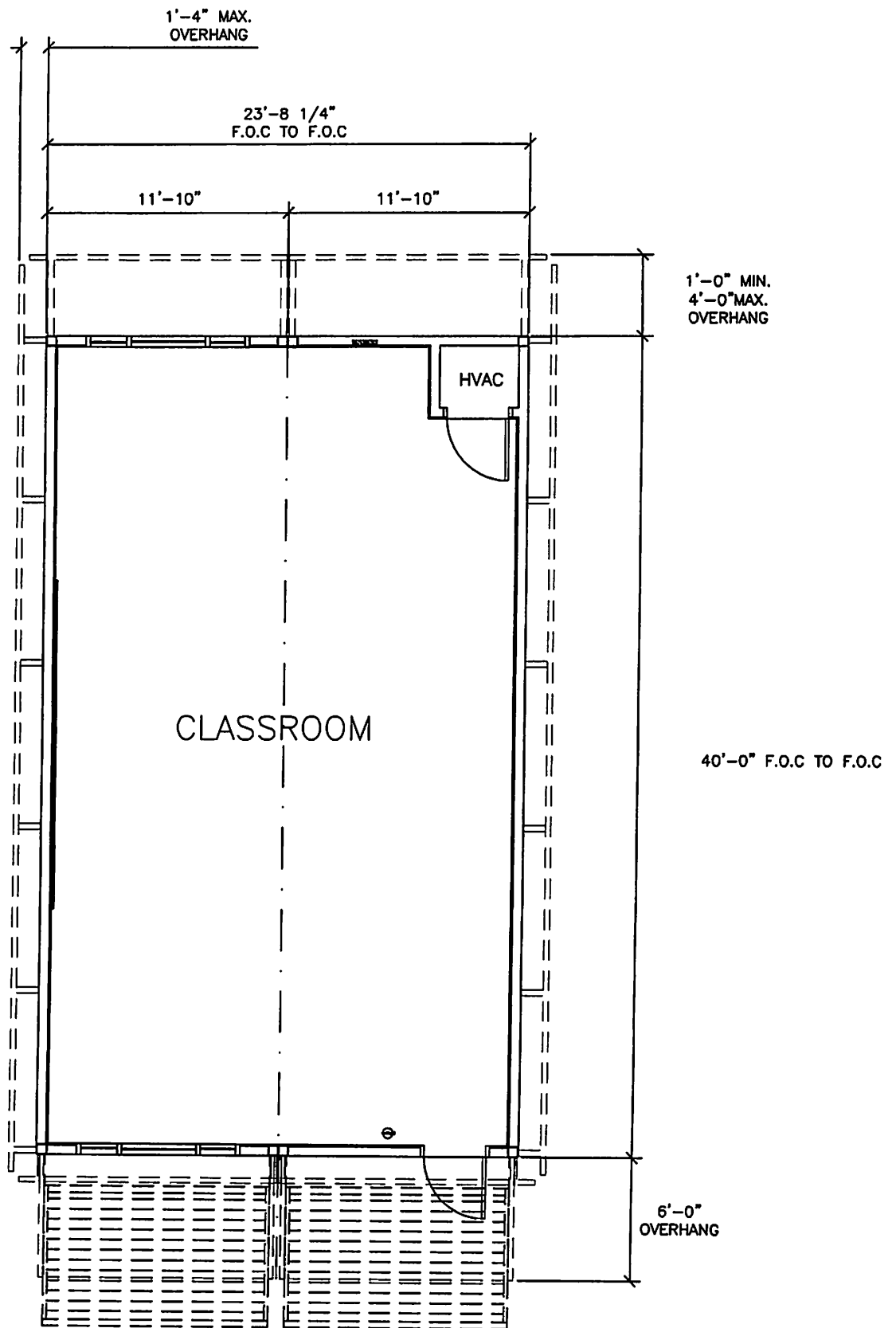


L=48, H=15, D=12

540

WIC CASEWORK ADD ALT. #42-51

HIGH PERFORMANCE BUILDING FLOOR PLANS



FLOOR PLAN

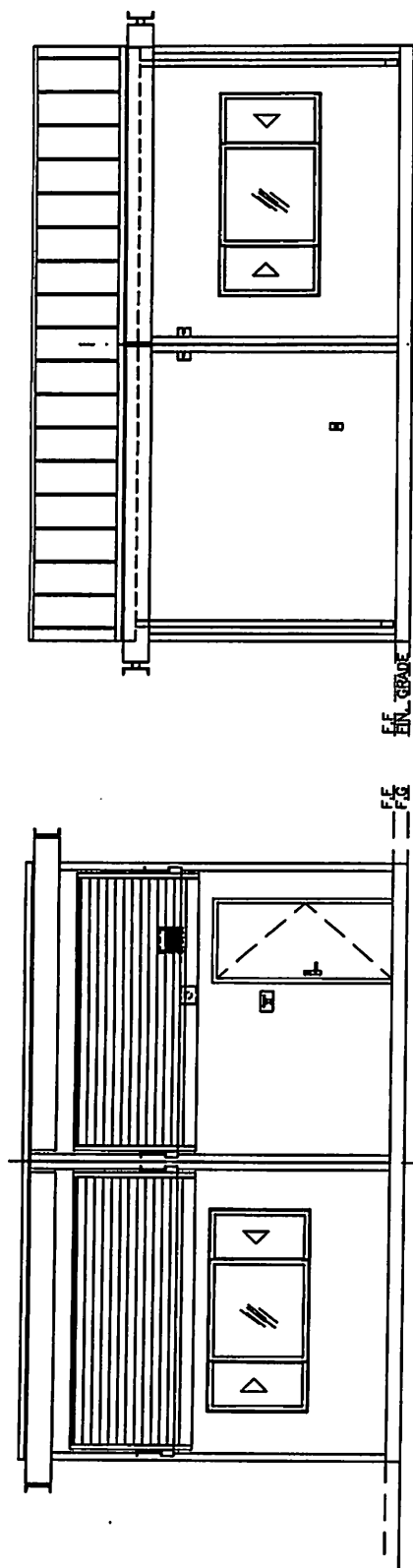
AVAILABLE AS SHOWN = LEFT HAND
OR OPPOSITE HAND = RIGHT HAND

24 X 40 CLASSROOM

ITEM A-HP

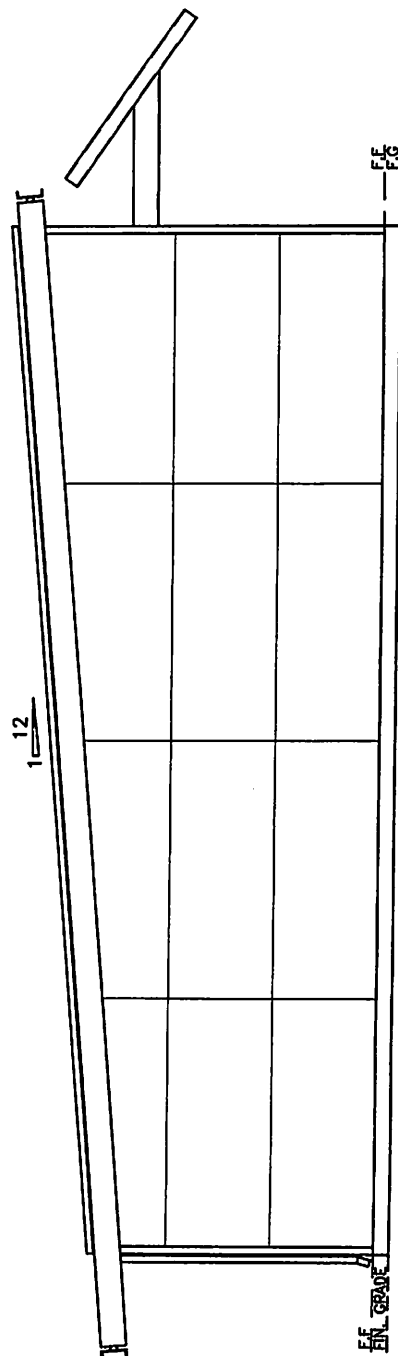
24 X 40 CLASSROOM

ITEM A-HP

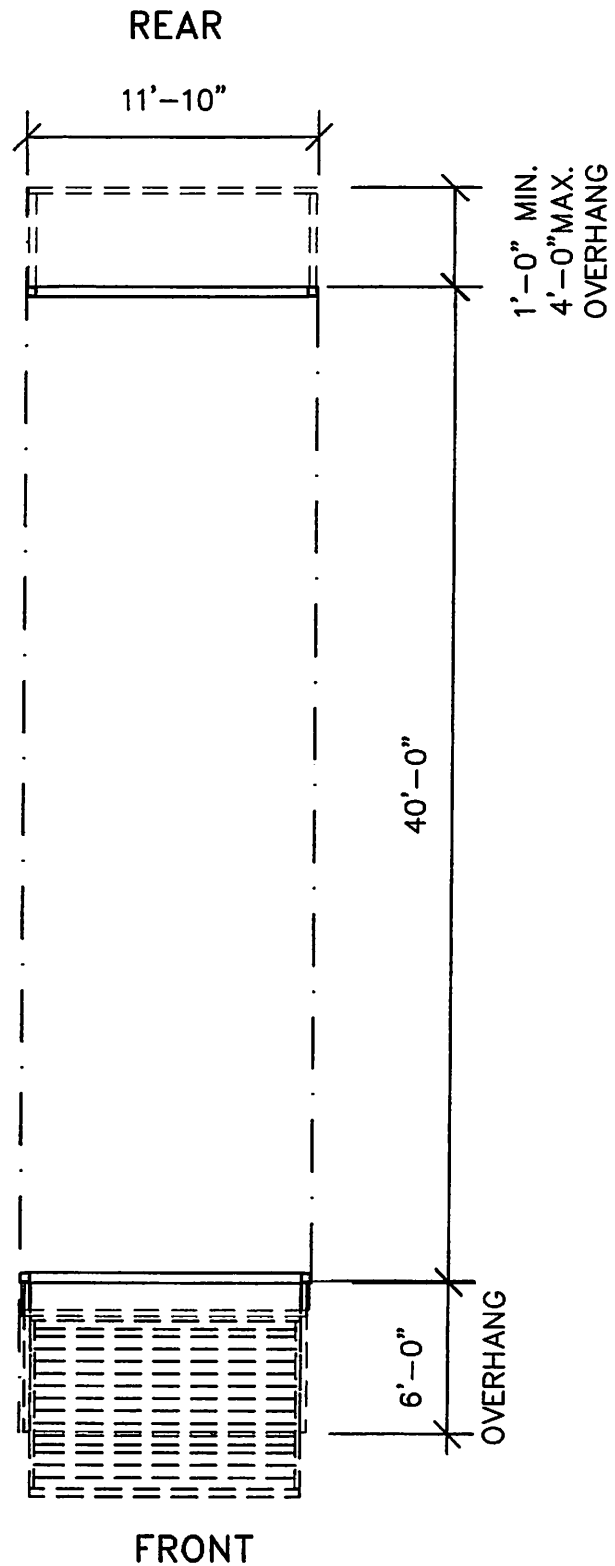


FRONT EXTERIOR ELEVATION

REAR EXTERIOR ELEVATION



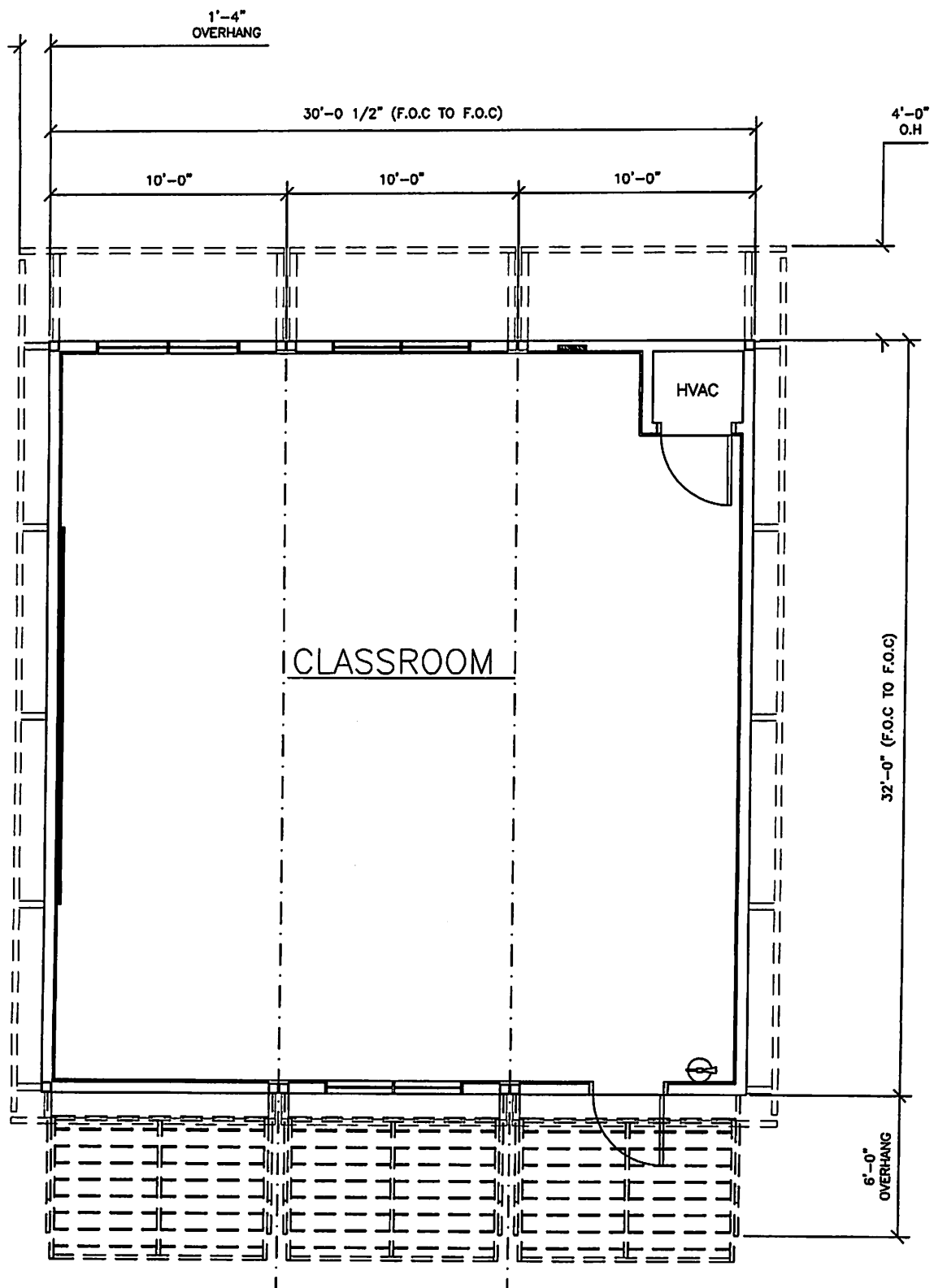
SIDE EXTERIOR ELEVATION



FLOOR PLAN

12' MODULE Additional Section

ITEM B-HP

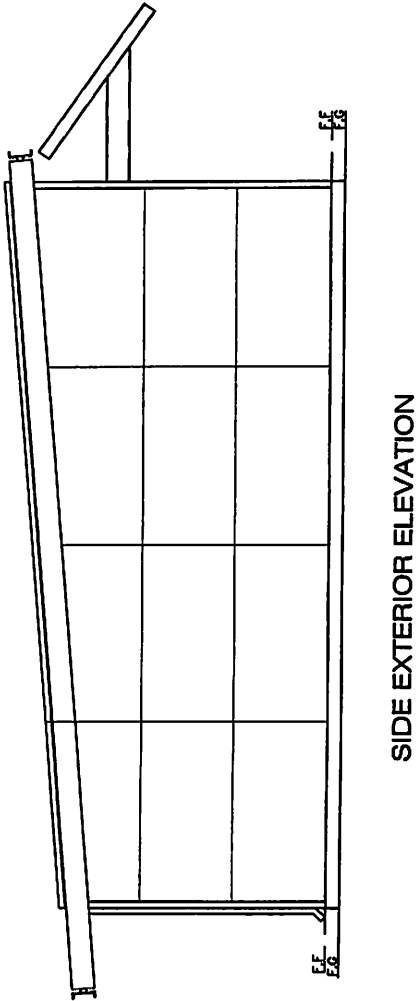
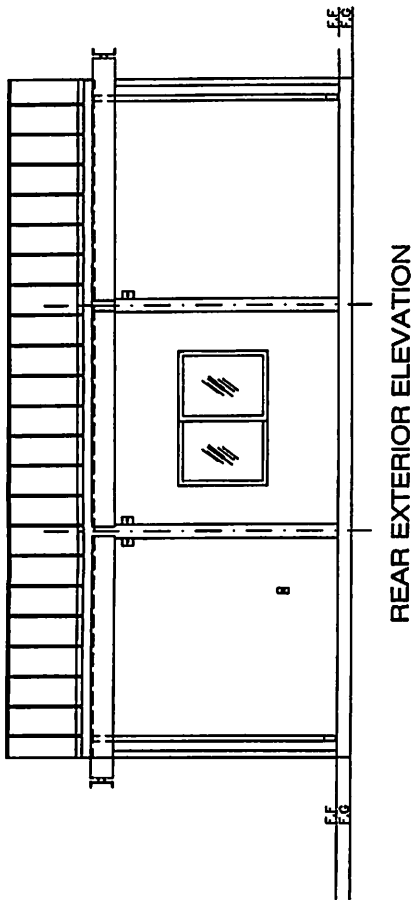
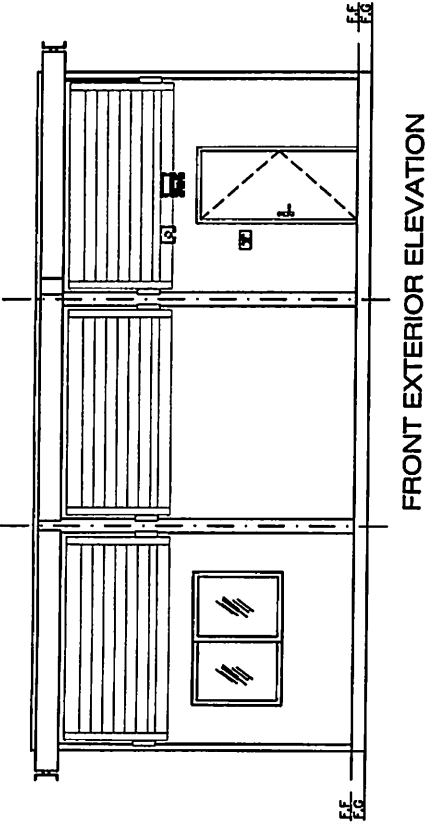


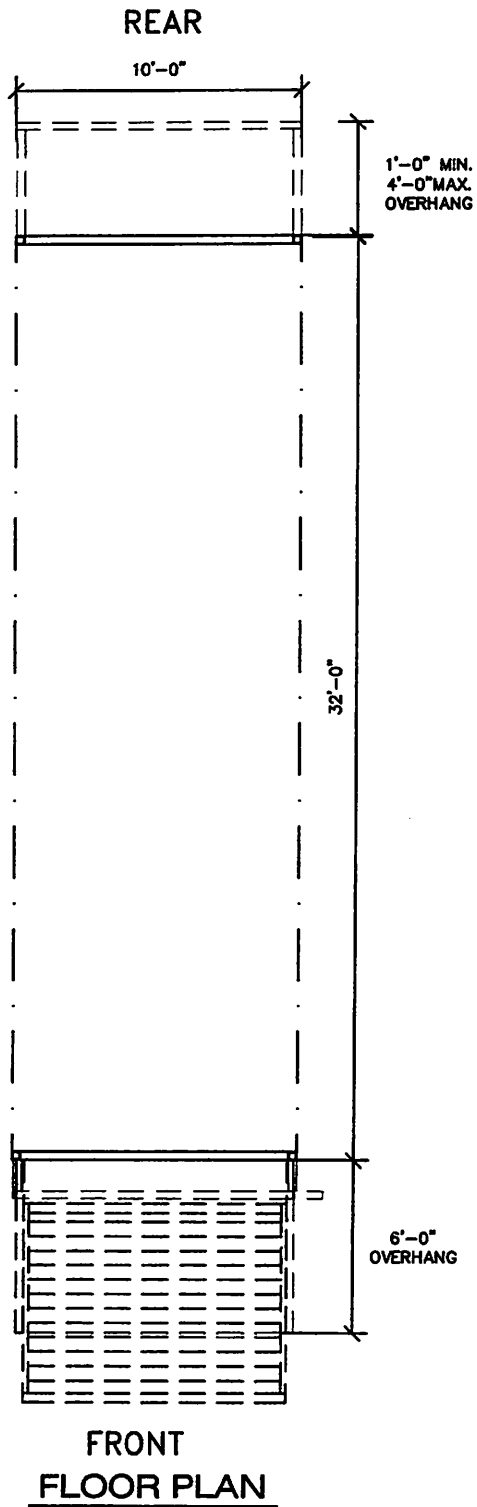
30 X 32 CLASSROOM

ITEM C-HP

30 X 32 CLASSROOM

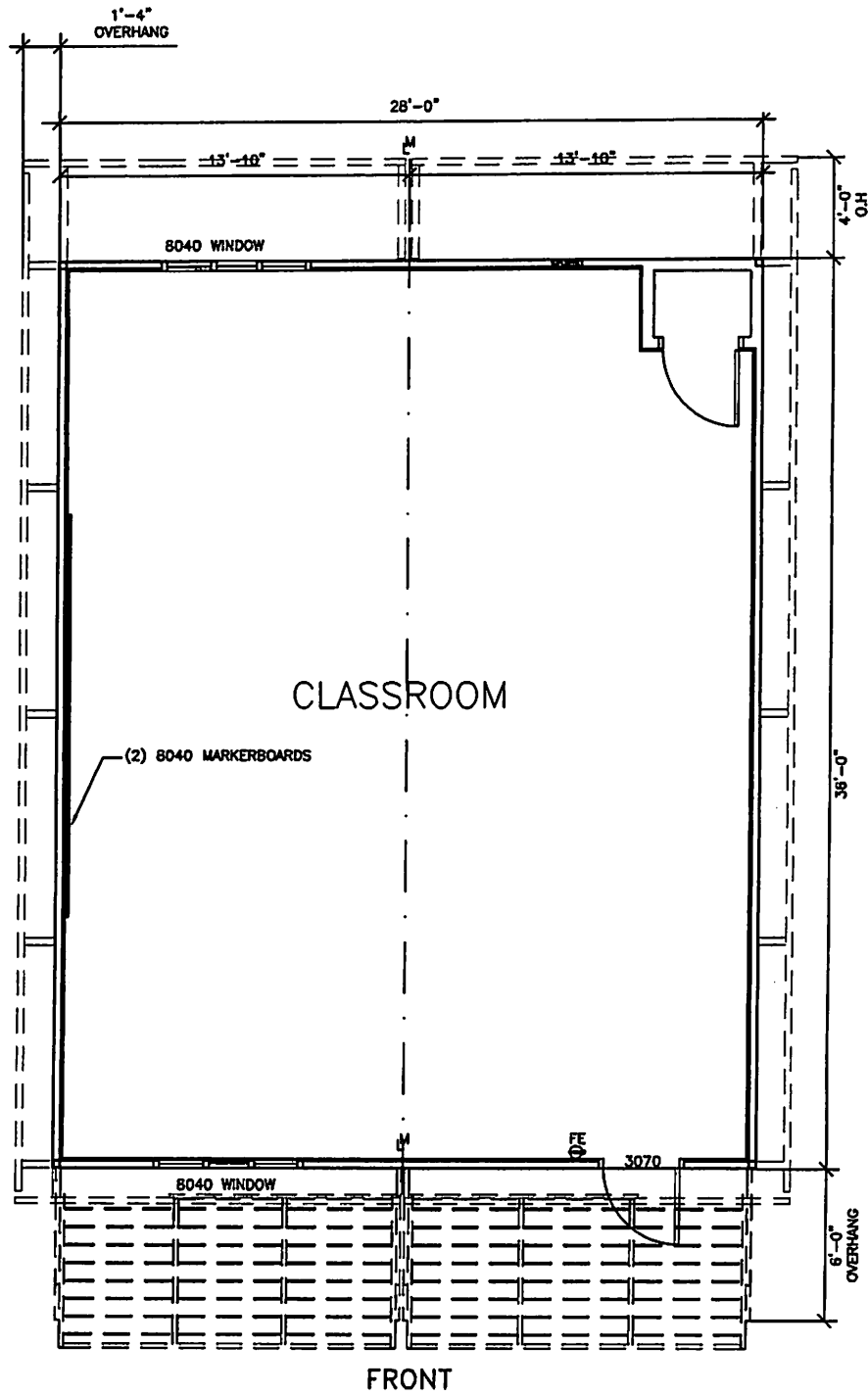
ITEM C-HP





10' MODULE Additional Section

ITEM D-HP



FLOOR PLAN

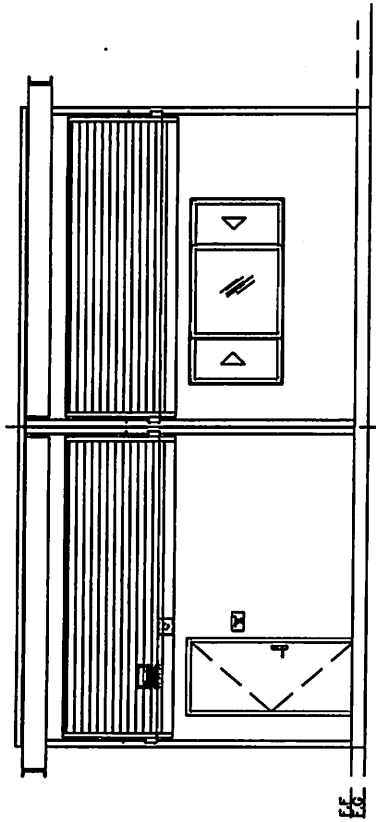
AVAILABLE AS SHOWN = LEFT HAND
OR OPPOSITE HAND = RIGHT HAND

28 X 36 CLASSROOM

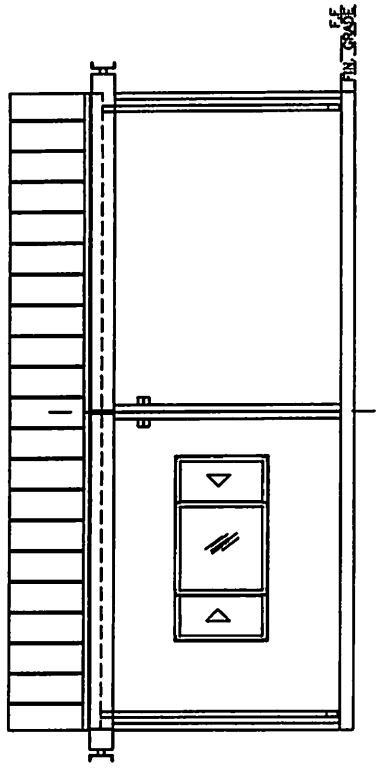
ITEM E-HP

28 X 36 CLASSROOM

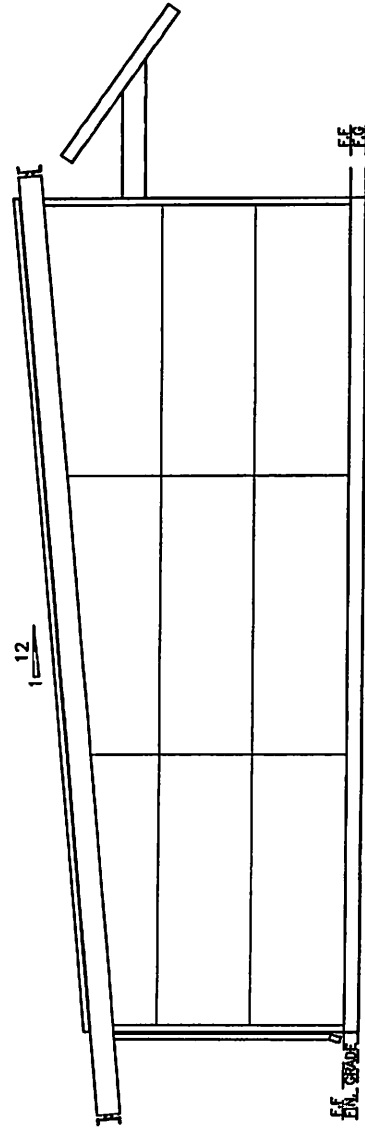
ITEM E-HP



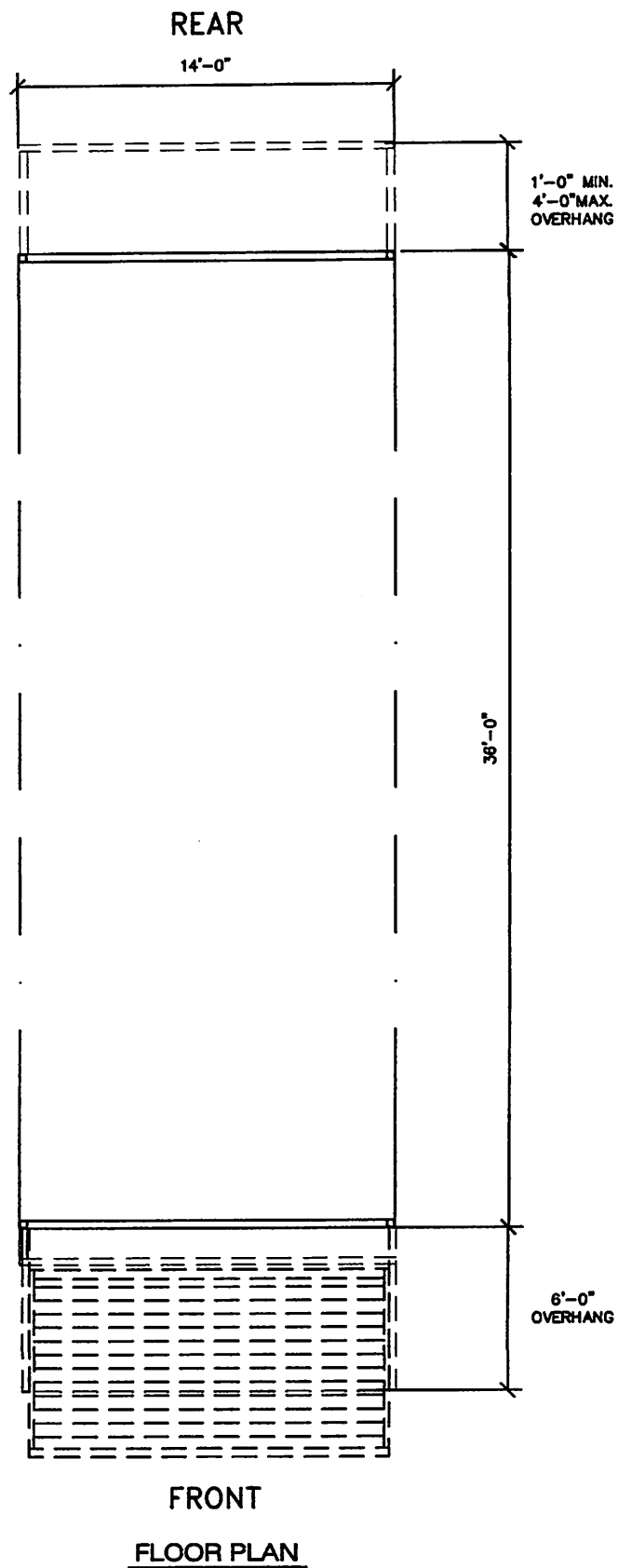
FRONT EXTERIOR ELEVATION



REAR EXTERIOR ELEVATION



SIDE EXTERIOR ELEVATION



12' MODULE Additional Section

ITEM F-HP