

PLEASANT VIEW SCHOOL DISTRICT

14004 ROAD 184 PORTERVILLE, CALIFORNIA 93257
TELEPHONE (559) 784-6769 FAX (559) 784-6819

August 5th, 2022

BOARD OF TRUSTEES

Alexander Garcia
President & Clerk

Thomas Barcellos
Vice President

Davy Gobel

Rusty Gobel

Rachele Alcantar

Mark Odsather

District Superintendent

Kimberly Parrish
Principal

Niguel Baxter
Business Manager

A regular scheduled meeting of the Pleasant View Elementary School District Governing Board will be held August 9th, 2022 at 4:30P.M. in the Cafeteria at Pleasant View Elementary

AGENDA:

CALL TO ORDER - ROLL CALL:

- A. Welcome
- B. Pledge of allegiance
- C. Roll Call

AGENDA ITEMS - The Board reserves the right to change the order of items in order to expedite the conduct of business or provide convenience for those appearing before the Board. The Brown Act allows 2/3 of the board members present, as opposed to 2/3 of the entire board, to add an item to the agenda if the item is urgent and arose after posting of the agenda.

Approval of Agenda - Action Item

PUBLIC COMMENT: Members of the public may address the Board on any agenda or other item of interest during the public comment period. The public may also address the agenda items at any time they are taken up by the Board. The Board is not able to discuss or take action on any item that is not on the agenda. A reasonable time limit can be imposed on the public input for individuals/issues as deemed necessary.

In compliance with the American Disabilities Act, if you need special assistance to participate in meetings, call (559) 784-6769 48 hours in advance of the meeting.

Notice: If documents are distributed to the board members concerning agenda items less than 72 hours of a regular board meeting, at the same time the documents will be made available for public inspection at Pleasant View Elementary, 14004 Road 184, Poplar CA

MINUTES: Approval of June 14th, and June 21st minutes.

ATTENDANCE:

- A. Interdistrict Agreements
- B. Enrollment

DISTRICT FINANCE:

- A. Vendor payments – Action Item
- B. Budget
 - Budget Comparison
 - State Budget Update
 - Budget Revisions – Action Item
- C. June & July Payroll – Action Item



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OLD BUSINESS:

- A. PVE Modernization Project & ELOP Building Budget & Timeline – Update
- B. PVE Modernization Fund Release Authorization – Action Item
- C. Inspector of Record Contract = Action Item
- D. Agreement Between Pleasant View and Mangini Architects for ELOP Building – Action Item
- E. PVE ELOP Building, Piggyback Bid – Action Item

NEW BUSINESS:

- A. Monthly Calendar
- B. Principal Report
 - Back to School Report
 - Professional Development
 - Paideia Training / Conference
 - CA Schools To Watch application
 - AASA Washington DC Conference / Demonstration District Award
- C. Resolution #1, In the Matter of Approved Curriculum and Materials Resolution
- D. SCICON Day & Week Trip Agreement 2022-2023 – Action Item
- E. Approved Curriculum and Materials Resolution #2 – Action Item
- F. AASA Focus Group, Denver Sept. 14th-16th – Action Item
- G. Revised: Plan for the Safe Reopening of School – Action Item
- H. Expanded Learning Opportunities Plan 22-23 school year - Action Item
- I. Art and Music Block Grant Plan 22-23 – Action Item

PERSONNEL:

- A. Approve Hiring of Community Services and ELOP Coordinators –Action Item
 - Patricia Torres
 - Jessica Luna
- B. Approve Hiring of Instructional Aides –Action Item
 - Nayely Lira
 - Jesus Mendoza-Quintero
 - Alejandra Cobian
- C. Approve Cafeteria Cook/Helper –Action Item
 - Crystal Miranda
 - Maria Martinez
- D. Approval of Salary Schedules Certificated Staff 22-23 –Action Item
 - Teacher Salary Schedule
 - Psychologist Salary Schedule
 - Principal Salary Schedule
- E. Approval of Policies – Action Items
 - Classified Year Round Employees Black out Dates
 - Field Trip/Chaperone available leaves

ADJOURNMENT

PLEASANT VIEW SCHOOL DISTRICT

14004 ROAD 184 PORTERVILLE, CALIFORNIA 93257
TELEPHONE (559) 784-6769 FAX (559) 784-6819

PLEASANT VIEW ELEMENTARY SCHOOL DISTRICT MINUTES REGULAR BOARD MEETING

BOARD OF TRUSTEES

Alexander Garcia
President & Clerk

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Vice President

Davy Gobel

Rusty Gobel

Rachele Alcantar

Mark Odsather
District Superintendent

Kimberly Parrish
Principal

Niguel Baxter
Business Manager

June 14th, 2022

Pleasant View Cafeteria

18900 Ave 145
Porterville, CA

CALL TO ORDER - ROLL CALL: Alex Garcia, called the meeting to order, at 4:30 pm and the following were in attendance:

BOARD:

Tom Barcellos

Davy Gobel

Alex Garcia

Rachele Alcantar

ABSENT: Rusty Gobel

OTHER:

Mark Odsather (Superintendent)

AGENDA: On a motion by Tom Barcellos and a second by Davy Gobel the board approved the Agenda. (4-0) (Ayes; Alex Garcia, Tom Barcellos, Davy Gobel, Rachele Alcantar, Absent; Rusty Gobel)

PUBLIC COMMENT: No Comment

MINUTES: On a motion by Tom Barcellos and second by Davy Gobel the board voted to approve the May 10th minutes. (4-0) (Ayes; Alex Garcia, Tom Barcellos, Davy Gobel, Rachele Alcantar, Absent; Rusty Gobel)

ATTENDANCE:

1. On a motion by Tom Barcellos and a second by Davy Gobel the board voted to approve Interdistrict Agreements. (4-0) (Ayes; Alex Garcia, Tom Barcellos, Davy Gobel, Rachele Alcantar, Absent; Rusty Gobel) (On File)
2. M. Odsather stated that current enrollment was at 452, M. Odsather Kindergarten enrollment is currently around 30 and the district anticipates a loss of 20 students going into the 2022-23 school year. (Exhibit A)



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DISTRICT FINANCE:

1. M. Odsather presented the vendor payments to the board for review and discussion. On a motion by Rachele Alcantar and a second by Tom Barcellos the board voted to approve Vendor payments; Batch #422 for \$106,409.42; Batch #423 \$89,320.69; Batch #425 \$52,904.02; Batch #426 \$1,266.60 (4-0) (Ayes; Alex Garcia, Tom Barcellos, Davy Gobel, Rachele Alcantar, Absent; Rusty Gobel) (Exhibit B)
2. M. Odsather presented the Budget Comparison report for review and discussion. M. Odsather stated that he anticipates a very favorable budget for schools in the 22-23 school year and that the budget should be signed in the next week or so. (Exhibit C)
3. On a motion by Davy Gobel and a second by Rachele Alcantar the board voted to approve Resolution #13 in the Matter of Spending Determination of Funds Received from the Education Protection Account pursuant to Article XIII Section 36 of the California Constitution. (4-0) (Ayes; Alex Garcia, Tom Barcellos, Davy Gobel, Rachele Alcantar, Absent; Rusty Gobel) (Exhibit D)
4. M. Odsather presented the 2022-2023 Budget to the board for discussion and review. M. Odsather stated that he anticipated a significant amount of money to come to Education with the proposed budget but many things have yet to be addressed and may come much later. (Exhibit E)
5. M. Odsather presented the 2022-2023 Budget (Excess of State mandated reserves) to the board for discussion and review. M. Odsather stated that the district anticipates significant reserves in excess of what's required by law and the district has set aside that money for payroll reserves as well as facilities projects.. (Exhibit F)
6. On a motion by Davy Gobel and a second by Tom Barcellos the board voted to approve May payroll. (4-0) (Ayes; Alex Garcia, Tom Barcellos, Davy Gobel, Rachele Alcantar, Absent; Rusty Gobel) (Exhibit G)

OLD BUSINESS:

1. M. Odsather presented award grant information for the modernization project. In addition he presented the bid information on the project. M. Odsather stated that the total award for the project was \$2,326,541.67. M. Odsather stated that was for planning and construction. M. Odsather stated bids for the project came in at \$3.6 and \$3.7 million. M. Odsather stated he believed the district had the reserves to cover the additional costs but in talking to the state, the district would be penalized by being kicked out of the State Construction program for 3 years. M. Odsather stated he would present the bids and budget at the next board meeting to make a decision. (Exhibit H)
2. M. Odsather stated that he had got approval for the update to the ESSER Plan from CDE allowing the use of that money to be used for the ELOP building and parking lot at Pleasant View Elementary. M. Odsather stated he would work on getting budget numbers for that project which he estimated to be in the \$2 to \$2.5 million dollar range.

NEW BUSINESS:

1. M. Odsather presented the Monthly Principal Report for May and June to the board for review. M. Odsather stated that the PVE school site council had made a number of recommendations to the board for consideration and approval. M. Odsather presented NWEA data to the board along with Self Efficacy Survey results to the board. M. Odsather stated that he believed the biggest loss our students have had over the course of the pandemic is in their own beliefs about their abilities. (Exhibit I)
2. M. Odsather presented the LCAP annual update to the board for review and discussion. On a motion by Davy Gobel and a second by Rachele Alcantar the board voted to approve The LCAP annual update. (4-0) (Ayes; Alex Garcia, Tom Barcellos, Davy Gobel, Rachele Alcantar, Absent; Rusty Gobel)
3. M. Odsather presented the Local Indicators Report to the Board for review and discussion. M. Odsather stated that he would present them for approval by the board at the next meeting. (Exhibit J)
4. M. Odsather presented LCAP Budget Overview for parents to the board for review and discussion. M. Odsather stated that the Budget Overview would be adopted with the LCAP at the next board meeting. (Exhibit K)
5. M. Odsather presented LCAP Federal Addendum to the board for review and discussion. M. Odsather stated that the LCAP Federal Addendum would be adopted with the LCAP at the next board meeting. (Exhibit L)
6. M. Odsather stated that the Consolidated Application Reporting system was delayed and the Con App would be completed in August of 2022. M. Odsather stated that they did review tentative numbers with the School Site Council and anticipate additional federal funds in the next budget.
7. M. Odsather presented the UPK presentation and plan to the board for review and discussion. On a motion by Davy Gobel and a second by Tom Barcellos the board voted to approve The PVE UPK plan. (4-0) (Ayes; Alex Garcia, Tom Barcellos, Davy Gobel, Rachele Alcantar, Absent; Rusty Gobel) (Exhibit M)
8. M. Odsather presented the Parent Involvement Policy for approval. On a motion by Davy Gobel and a second by Rachele Alcantar the board voted to approve Integrated Pest Management Plan (4-0) (Ayes; Alex Garcia, Tom Barcellos, Davy Gobel, Rachele Alcantar, Absent; Rusty Gobel) (Exhibit N)
9. M. Odsather presented the Pleasant View Wellness Plan for approval. On a motion by Davy Gobel and a second by Rachele Alcantar the board voted to approve Integrated Pest Management Plan (4-0) (Ayes; Alex Garcia, Tom Barcellos, Davy Gobel, Rachele Alcantar, Absent; Rusty Gobel) (Exhibit O)

10. M. Odsather presented the Integrated Pest Management Plan for approval. On a motion by Tom Barcellos and a second by Davy Gobel the board voted to approve Integrated Pest Management Plan (4-0) (Ayes; Alex Garcia, Tom Barcellos, Davy Gobel, Rachele Alcantar, Absent; Rusty Gobel) (Exhibit P)
11. On a motion by Rachele Alcantar and second by Tom Barcellos the board voted to approve Resolution #14 in the matter of approving legal services agreement for the Tulare County Office Of Education Legal Services Consortium. (4-0) (Ayes; Alex Garcia, Tom Barcellos, Davy Gobel, Rachele Alcantar, Absent; Rusty Gobel) (Exhibit Q)
12. On a motion by Rachele Alcantar and second by Tom Barcellos the board voted to approve the Lozano Smith Legal Services Contract for 2022-2023. (4-0) (Ayes; Alex Garcia, Tom Barcellos, Davy Gobel, Rachele Alcantar, Absent; Rusty Gobel) (Exhibit R)
13. On a motion by Tom Barcellos and second by Rachele Alcantar the board voted to approve the Atkinson, Andelson, Loya, Ruus, and Romo Legal Services Contract for 2022-2023. (4-0) (Ayes; Alex Garcia, Tom Barcellos, Davy Gobel, Rachele Alcantar, Absent; Rusty Gobel) (Exhibit S)
14. M. Odsather stated that in continuation of the professional development work being done with the National Paideia Center, the district has developed a plan of work for the 2022-2023 school year. On a motion by Davy Gobel and second by Rachele Alcantar the board voted to approve the contract with the Paideia Center for 2022-2023 school year. (4-0) (Ayes; Alex Garcia, Tom Barcellos, Davy Gobel, Rachele Alcantar, Absent; Rusty Gobel) (Exhibit T)
15. M. Odsather stated that district would like to continue to use the Lexia online program for its students. M. Odsather presented a quote for approval to the board. On a motion by Davy Gobel and second by Rachele Alcantar the board voted to approve the 3 year quote from Lexia. 4-0) (Ayes; Alex Garcia, Tom Barcellos, Davy Gobel, Rachele Alcantar, Absent; Rusty Gobel) (Exhibit U)
16. M. Odsather stated that in continuation of the professional development work being done with the TCOE centered around Mathematics training, the district has developed a plan of work for the 2022-2023 school year with TCOE. On a motion by Davy Gobel and second by Tom Barcellos the board voted to approve the contract with TCOE for 2022-2023 school year. (4-0) (Ayes; Alex Garcia, Tom Barcellos, Davy Gobel, Rachele Alcantar, Absent; Rusty Gobel) (Exhibit V)
17. On a motion by Tom Barcellos and second by Davy Gobel the board voted to approve Resolution #15 in the matter of approving Mark Odsather as the authorized individual to make and application and administer the zero emission school bus replacement program. (4-0) (Ayes; Alex Garcia, Tom Barcellos, Davy Gobel, Rachele Alcantar, Absent; Rusty Gobel) (Exhibit W)

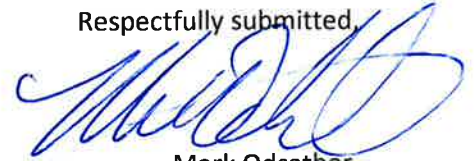
PERSONNEL:

1. On a motion by Davy Gobel and second by Rachele Alcantar the board voted to approve a Variable Term Waiver for Gustavo Ramirez for 7th Grade. (4-0) (Ayes; Alex Garcia, Tom Barcellos, Davy Gobel, Rachele Alcantar, Absent; Rusty Gobel)
2. On a motion by Davy Gobel and second by Rachele Alcantar the board voted to approve a Provisional Internship Permit PIP for Ivette Valdez for 3rd Grade and Steven Ulloa for 6th Grade. (4-0) (Ayes; Alex Garcia, Tom Barcellos, Davy Gobel, Rachele Alcantar, Absent; Rusty Gobel)
3. On a motion by Davy Gobel and second by Rachele Alcantar the board voted to approve a Short Term Permit for Nick Haskins for 5th Grade. (4-0) (Ayes; Alex Garcia, Tom Barcellos, Davy Gobel, Rachele Alcantar, Absent; Rusty Gobel)
4. On a motion by Davy Gobel and second by Rachele Alcantar the board voted to approve a the hiring of Daniel Arreola as an 8th Grade teacher. (4-0) (Ayes; Alex Garcia, Tom Barcellos, Davy Gobel, Rachele Alcantar, Absent; Rusty Gobel)

ADJOURNMENT:

1. On a motion by Davy Gobel and a second by Tom Barcellos the board voted to adjourn. At 5:52pm (4-0) (Ayes; Alex Garcia, Tom Barcellos, Davy Gobel, Rachele Alcantar, Absent; Rusty Gobel)

Respectfully submitted,



Mark Odsather,
Secretary

Alex Garcia, President & Clerk
or Tom Barcellos, Vice President

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PLEASANT VIEW ELEMENTARY SCHOOL DISTRICT MINUTES REGULAR BOARD MEETING

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Rachele Alcantar

Mark Odsather
District Superintendent

Kimberly Parrish
Principal

Niguel Baxter
Business Manager

June 21st, 2022

Pleasant View Cafeteria

18900 Ave 145
Porterville, CA

CALL TO ORDER - ROLL CALL: Alex Garcia, called the meeting to order, at 4:30 pm and the following were in attendance:

BOARD:

Tom Barcellos
Davy Gobel
Alex Garcia
Rachele Alcantar
Rusty Gobel

OTHER:

Mark Odsather (Superintendent)

AGENDA: On a motion by Tom Barcellos and a second by Davy Gobel the board approved the Agenda. (5-0) (Ayes; Alex Garcia, Tom Barcellos, Davy Gobel, Rachele Alcantar, Rusty Gobel)

PUBLIC COMMENT: No Comment

DISTRICT FINANCE:

1. On a motion by Rusty Gobel and a second by Rachele Alcantar the board voted to approve the 2022-2023 Budget Overview for Parents and the 2022-2023 LCAP (5-0) (Ayes; Alex Garcia, Davy Gobel, Rusty Gobel; Rachele Alcantar, Tom Barcellos) (Exhibit A)
2. On a motion by Rachele Alcantar and a second by Davy Gobel the board voted to approve the 2022-2023 Budget (5-0) (Ayes; Alex Garcia, Davy Gobel, Rusty Gobel; Rachele Alcantar, Tom Barcellos) (Exhibit B)
3. M. Odsather presented the LCAP Federal Addendum to the board for discussion and review. On a motion by Rusty Gobel and a second by Davy Gobel the board voted to approve the LCAP Federal Addendum. (5-0) (Ayes; Alex Garcia, Davy Gobel, Rusty Gobel; Rachele Alcantar, Tom Barcellos) (Exhibit C)
4. On a motion by Davy Gobel and second by Rachele Alcantar the board voted to approve budget revisions with control #62454962. (5-0) (Ayes; Alex Garcia, Davy Gobel, Rusty Gobel; Rachele Alcantar, Tom Barcellos) (Exhibit D)
5. M. Odsather presented the Local Indicators Report to the Board for review and discussion. (Exhibit E)

PLEASANT VIEW
FALCONS

6. M. Odsather presented the bids for the Modernization project to the board for review and discussion. M. Odsather stated that the bids exceeded the modernization grant award amount given to the district from the state. M. Odsather stated that if the district proceeds with the project it would have to fund the difference between the grant of \$2.3 million and the bids which were in the \$3.6 to \$3.7 million range. M. Odsather stated that the reserves along with additional state funding in the budget should be able to cover the costs and the district could look at value engineering parts of the project. M. Odsather stated that if the district proceeds that at the end of the project the district would be kicked out of the state facilities program for three years. M. Odsather stated that another option would be to decline the funding and wait for six months and re-bid the project or to decline the finding and start over again with another project, but that would take another 5 years based on prior experience. M. Odsather stated that like the other project had the state had the money when the district applied the facilities would have been built at no additional cost to the district. M. Odsather stated that JTS bid was \$3,617,500 and Sierra Range Construction was \$3,703,000. (Exhibit F)
7. On a motion by Tom Barcellos and a second by Davy Gobel the board voted to approve the bid by JTS modular for the PVE modernization project. (5-0) (Ayes; Alex Garcia, Davy Gobel, Rusty Gobel; Rachele Alcantar, Tom Barcellos) (Exhibit G)
8. On a motion by Rusty Gobel and a second by Davy Gobel the board voted to approve the The contract with Education Consulting Services for SARB services (5-0) (Ayes; Alex Garcia, Davy Gobel, Rusty Gobel; Rachele Alcantar, Tom Barcellos) (Exhibit H)
9. On a motion by Rusty Gobel and a second by Davy Gobel the board voted to approve Resolution #16 in the Matter of Increase in School Facilities Fees, Approval of CEQA exemption (5-0) (Ayes; Alex Garcia, Davy Gobel, Rusty Gobel; Rachele Alcantar, Tom Barcellos) (Exhibit I)
10. On a motion by Tom Barcellos and a second by Davy Gobel the board voted to approve Resolution #17 in the Matter of Authorizing Inter-Fund Transfers in Accordance with the Budget. (5-0) (Ayes; Alex Garcia, Davy Gobel, Rusty Gobel; Rachele Alcantar, Tom Barcellos) (Exhibit J)

PERSONNEL:

1. M. Odsather presented the job description for the Community Services/ELOP coordinator position and salary schedule to the board for review and approval. On a motion by Tom Barcellos and a second by Davy Gobel the board approved the Community Services/ELOP coordinator job description and salary schedule. (5-0) (Ayes; Alex Garcia, Davy Gobel, Rusty Gobel; Rachele Alcantar, Tom Barcellos) (Exhibit K/L)
2. On a motion by Rusty Gobel and a second by Davy Gobel the board voted to approve the Night Custodian salary schedule. (5-0) (Ayes; Alex Garcia, Davy Gobel, Rusty Gobel; Rachele Alcantar, Tom Barcellos) (Exhibit L)

CLOSED SESSION: On a motion by Tom Barcellos and a second by Davy Gobel the board voted to move into closed session to discuss a confidential personnel matter at 4:51 pm (5-0) (Ayes; Alex Garcia, Davy Gobel, Tom Barcellos, Rachele Alcantar, Rusty Gobel) On a motion by Tom Barcellos and a second by Davy Gobel the board voted to move out of closed session at 5:58 pm (5-0) (Ayes; Alex Garcia, Davy Gobel, Tom Barcellos, Rachele Alcantar, Rusty Gobel)

REPORT: No action Taken

ADJOURNMENT:

1. On a motion by Davy Gobel and a second by Tom Barcellos the board voted to adjourn. At 4:59pm (3-0) (Ayes; Alex Garcia, Davy Gobel, Tom Barcellos; Absent; Rachele Alcantar, Rusty Gobel)

Respectfully submitted,



Mark Odsather,
Secretary

Alex Garcia, President & Clerk
or Tom Barcellos, Vice President

Pleasant View Elementary

08/05/2022
11:15 AM

2022-2023

Enrollment by Grade and Teacher

Page 1

Teacher	TK		K		1		2		3		4		5		6		7		8		ALL(Selected GR)		
	M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F	Total	Total	
001 Alvarado	3	8	11	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	3	8	11
005 Garcia	-	-	-	9	9	18	-	-	-	-	-	-	-	-	-	-	-	-	-	-	9	9	18
003 Sidhu	-	-	-	11	7	18	-	-	-	-	-	-	-	-	-	-	-	-	-	-	11	7	18
045 Ibarra	-	-	-	-	12	9	21	-	-	-	-	-	-	-	-	-	-	-	-	-	12	9	21
047 Lopez	-	-	-	-	10	10	20	-	-	-	-	-	-	-	-	-	-	-	-	-	10	10	20
013 Calvillo	-	-	-	-	-	-	5	9	14	-	-	-	-	-	-	-	-	-	-	-	5	9	14
027 Krenk	-	-	-	-	-	-	8	6	14	-	-	-	-	-	-	-	-	-	-	-	8	6	14
008 Vankham	-	-	-	-	-	-	7	7	14	-	-	-	-	-	-	-	-	-	-	-	7	7	14
020 Drummond	-	-	-	-	-	-	-	-	7	6	13	-	-	-	-	-	-	-	-	-	7	6	13
014 Irving	-	-	-	-	-	-	-	-	8	6	14	-	-	-	-	-	-	-	-	-	8	6	14
046 Valdeziv	-	-	-	-	-	-	-	-	7	7	14	-	-	-	-	-	-	-	-	-	7	7	14
012 Moreno	-	-	-	-	-	-	-	-	-	-	8	10	18	-	-	-	-	-	-	-	8	10	18
048 Regaspi	-	-	-	-	-	-	-	-	-	-	8	10	18	-	-	-	-	-	-	-	8	10	18
043 Toledo	-	-	-	-	-	-	-	-	-	-	7	10	17	-	-	-	-	-	-	-	7	10	17
049 Haskins	-	-	-	-	-	-	-	-	-	-	-	-	10	5	15	-	-	-	-	-	10	5	15
033 Patterson	-	-	-	-	-	-	-	-	-	-	-	-	8	8	16	-	-	-	-	-	8	8	16
037 Valdez	-	-	-	-	-	-	-	-	-	-	-	-	9	8	17	-	-	-	-	-	9	8	17
002 Maldonado	-	-	-	-	-	-	-	-	-	-	-	-	-	-	15	7	22	-	-	-	15	7	22
050 Ulloa	-	-	-	-	-	-	-	-	-	-	-	-	-	-	15	9	24	-	-	-	15	9	24
040 Camacho	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	14	9	23	-	14	9	23
041 Ramirez	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	13	10	23	-	13	10	23
052 Arreola	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	8	10	18	
035 Luevano	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	7	11	18	
051 ValdezC	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	7	11	18	

School Total: 3 8 11 20 16 36 22 19 41 20 22 42 22 19 41 23 30 53 27 21 48 30 16 46 27 19 46 22 32 54 216 202 418

* Class total is calculated including Nonbinary gender students

Pleasant View Elementary

08/05/2022
11:16 AM

2022-2023

Enrollment by Grade and Teacher

Page 1

Teacher	M	PS		Total	M	ALL (Selected GR)		Total
		F				F		
001 Alvarado 4-5	2	3		5	2	3		5
School Total:	2	3		5	2	3		5

* Class total is calculated including Nonbinary gender students

Accounts Payable Final PreList - 6/9/2022 11:55:44AM

*** FINAL ***
Batch No 427

Vendor No	Vendor Name	Reference Number	Invoice Date	PO #	Invoice No	Separate Check	Account Code	Amount	Flag	EFT	Audit
006003	ARAMARK UNIFORM SERVICES	PV-221194	5/26/2022		2580010696		010-00000-0-00000-82000-55000-0	\$60.73			
	ARAMARK UNIFORM SERVICES	PV-221195	6/2/2022		2580014322		010-00000-0-00000-82000-55000-0	\$143.70			
	ARAMARK UNIFORM SERVICES	PV-221196	6/2/2022		2580014321		010-00000-0-00000-82000-55000-0	\$60.73			
Total Check Amount:								\$265.16			
013731	CENTRAL CITIES PIZZA, INC.	PV-221197	6/1/2022		May		130-53100-0-00000-37000-47000-0	\$420.00			
	CENTRAL CITIES PIZZA, INC.		6/1/2022		May		130-53100-0-00000-37000-47000-0	\$399.00			
	CENTRAL CITIES PIZZA, INC.		6/1/2022		May		130-53100-0-00000-37000-47000-0	\$420.00			
	CENTRAL CITIES PIZZA, INC.		6/1/2022		May		130-53100-0-00000-37000-47000-0	\$420.00			
Total Check Amount:								\$1,659.00			
013751	CENTRAL SANITARY SUPPLY	PV-221200	6/7/2022		1251839		010-00000-0-00000-82000-43000-0	\$99.30			
	CENTRAL SANITARY SUPPLY	PV-221201	6/7/2022		1251832		010-00000-0-00000-82000-43000-0	\$290.93			
013751	CENTRAL SANITARY SUPPLY	PV-221199	5/26/2022		1249481	*	010-00000-0-00000-82000-43000-0	\$286.94			
Total Check Amount:								\$390.23			
001292	COTTON CENTER AUTO PARTS/F ARM	PV-221202	5/23/2022		April 27-May23		010-81500-0-00000-81100-43000-0	\$35.08			
	COTTON CENTER AUTO PARTS/F ARM		5/23/2022		April 27-May23		010-81500-0-00000-81100-43000-0	\$6.43			
	COTTON CENTER AUTO PARTS/F ARM		5/23/2022		April 27-May23		010-81500-0-00000-81100-43000-0	\$36.58			
	COTTON CENTER AUTO PARTS/F ARM		5/23/2022		April 27-May23		010-81500-0-00000-81100-43000-0	\$42.19			
	COTTON CENTER AUTO PARTS/F ARM		5/23/2022		April 27-May23		010-81500-0-00000-81100-43000-0	\$38.04			
	COTTON CENTER AUTO PARTS/F ARM		5/23/2022		April 27-May23		010-81500-0-00000-81100-43000-0	\$16.11			
	COTTON CENTER AUTO PARTS/F ARM		5/23/2022		April 27-May23		010-81500-0-00000-81100-43000-0	\$32.31			
	COTTON CENTER AUTO PARTS/F ARM		5/23/2022		April 27-May23		010-81500-0-00000-81100-43000-0	\$18.71			
	COTTON CENTER AUTO PARTS/F ARM		5/23/2022		April 27-May23		010-81500-0-00000-81100-43000-0	\$24.48			
	COTTON CENTER AUTO PARTS/F ARM		5/23/2022		April 27-May23		010-81500-0-00000-81100-43000-0	\$17.67			
	COTTON CENTER AUTO PARTS/F ARM		5/23/2022		April 27-May23		010-81500-0-00000-81100-43000-0	\$17.67			
	COTTON CENTER AUTO PARTS/F ARM		5/23/2022		April 27-May23		010-81500-0-00000-81100-43000-0	\$99.11			

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Vendor No	Vendor Name	Reference Number	Invoice Date	PO #	Invoice No	Separate Check	Account Code	Amount	Flag	EFT	Audit
001292	COTTON CENTER AUTO PARTS/F ARM	PV-221202	5/23/2022		April 27-May23		010-81500-0-00000-81100-43000-0	\$41.43			
Total Check Amount:								\$425.81			
012313	CULLIGAN	PV-221198	5/1/2022		May		010-00000-0-00000-72000-43000-0	\$250.00			22
Total Check Amount:								\$250.00			
012512	DELLAVALLE LABORATORY	PV-221203	5/21/2022		0024072-IN		010-00000-0-00000-82000-58000-0	\$120.00			
Total Check Amount:								\$120.00			
013886	DIGI-KEY ELECTRONICS	PV-221236	6/8/2022		90206278		010-90100-0-11100-10000-43000-0	\$454.14			
Total Check Amount:								\$454.14			
013719	ECOLAB	PV-221204	6/7/2022		7118077		130-53100-0-00000-82000-58000-0	\$144.33			
Total Check Amount:								\$144.33			
012998	LINDER EQUIPMENT CO.	PV-221206	4/26/2022		SA23199		010-00000-0-00000-36000-56000-0	\$304.94			
	LINDER EQUIPMENT CO.	PV-221207	4/26/2022		SA23200		010-00000-0-00000-36000-56000-0	\$304.94			
	LINDER EQUIPMENT CO.	PV-221208	4/26/2022		SA23201		010-00000-0-00000-36000-56000-0	\$304.94			
	LINDER EQUIPMENT CO.	PV-221209	4/26/2022		SA23202		010-00000-0-00000-36000-56000-0	\$304.94			
	LINDER EQUIPMENT CO.	PV-221210	4/26/2022		SA23203		010-00000-0-00000-36000-56000-0	\$304.94			
	LINDER EQUIPMENT CO.	PV-221211	4/26/2022		SA23204		010-00000-0-00000-36000-56000-0	\$304.94			
	LINDER EQUIPMENT CO.	PV-221212	4/27/2022		SA23228		010-00000-0-00000-36000-56000-0	\$304.94			
Total Check Amount:								\$2,134.58			
013163	MANGINI ASSOCIATES INC	PV-221213	5/27/2022		12405		351-77100-0-00000-85000-58000-0	\$6,695.40			L
Total Check Amount:								\$6,695.40			
006968	PORTERVILLE RECORDER	PV-221217	5/31/2022		6532-0522		010-00000-0-00000-72000-58000-0	\$1,123.36			
Total Check Amount:								\$1,123.36			
013885	PRODUCTION PLUS	PV-221214	6/1/2022		1441		010-11000-0-11100-10000-43000-0	\$200.00			
Total Check Amount:								\$200.00			
013850	R & L CROW DISTRIBUTING	PV-221215	6/6/2022		May 26, 31 June 6		130-53100-0-00000-37000-47000-0	\$421.20			22
Total Check Amount:								\$421.20			

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Vendor No	Vendor Name	Reference Number	Invoice Date	PO #	Invoice No	Separate Check	Account Code	Amount	Flag	EFT	Audit
013850	R & L CROW DISTRIBUTING	PV-221215	6/6/2022		May 26, 31 June 6		130-53100-0-00000-37000-47000-0	\$1,034.10		22	
	R & L CROW DISTRIBUTING		6/6/2022		May 26, 31 June 6		130-53100-0-00000-37000-47000-0	\$535.10		22	
							Total Check Amount:	\$1,990.40			
013166	RAY MORGAN COMPANY INC	PV-221218	5/16/2022		3724441		010-00000-0-00000-27000-56000-0	\$476.56			
							Total Check Amount:	\$476.56			
012080	SCHOLASTIC INC.	PV-221226	5/27/2022		39888072		010-90271-2-81000-59000-43000-0	\$2,191.04			
							Total Check Amount:	\$2,191.04			
012766	SISC III	PV-221219	6/1/2022		June		010-00000-0-00000-00000-95024-0	\$56,819.10	G	22	
	SISC III		6/1/2022		June		010-00000-0-00000-00000-95028-0	\$2,913.80	G	22	
	SISC III		6/1/2022		June		010-00000-0-00000-71100-34020-0	\$5,827.60	G	22	
							Total Check Amount:	\$65,560.50			
012360	SMART & FINAL IRIS	PV-221228	6/1/2022		May		010-07200-0-11100-10000-43000-0	\$430.34			
	SMART & FINAL IRIS		6/1/2022		May		010-07200-0-11100-10000-43000-0	\$44.79			
	SMART & FINAL IRIS		6/1/2022		May		010-07200-0-11100-10000-43000-0	\$53.03			
	SMART & FINAL IRIS		6/1/2022		May		010-07200-0-11100-10000-43000-0	\$146.44			
	SMART & FINAL IRIS		6/1/2022		May		010-90271-2-81000-59000-43000-0	\$70.92			
	SMART & FINAL IRIS		6/1/2022		May		010-07200-0-11100-10000-43000-0	\$174.04			
	SMART & FINAL IRIS		6/1/2022		May		010-07200-0-11100-10000-43000-0	\$66.21			
	SMART & FINAL IRIS		6/1/2022		May		010-07200-0-11100-10000-43000-0	\$131.61			
							Total Check Amount:	\$1,117.38			
005387	SOCALGAS	PV-221225	5/24/2022		May		010-00000-0-00000-82000-55000-0	\$293.20			
	SOCALGAS		5/24/2022		May		010-00000-0-00000-82000-55000-0	\$411.13			
							Total Check Amount:	\$704.33			
005383	SOUTHERN CALIF EDISON CO	PV-221227	6/1/2022		May		010-00000-0-00000-36000-58000-0	\$287.46			
	SOUTHERN CALIF EDISON CO		6/1/2022		May		010-00000-0-00000-82000-55000-0	\$2,128.28			
	SOUTHERN CALIF EDISON CO		6/1/2022		May		010-00000-0-00000-82000-55000-0	\$2,636.89			
	SOUTHERN CALIF EDISON CO		6/1/2022		May		010-00000-0-00000-82000-55000-0	\$1,889.52			
							Total Check Amount:	\$6,942.15			

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013211	SOUTHWEST SCHOOL & OFFICE SUPP	PV-221229	5/23/2022		5/23-6/7	010-11000-0-11100-10000-43000-0	(\$28.95)		
	SOUTHWEST SCHOOL & OFFICE SUPP		5/23/2022		5/23-6/7	010-11000-0-11100-10000-43000-0	\$27.26		
	SOUTHWEST SCHOOL & OFFICE SUPP		5/23/2022		5/23-6/7	010-11000-0-11100-10000-43000-0	\$170.89		
	SOUTHWEST SCHOOL & OFFICE SUPP		5/23/2022		5/23-6/7	010-11000-0-11100-10000-43000-0	\$4.85		
Total Check Amount:							\$174.05		
012726	STATE OF CALIFORNIA	PV-221224	6/3/2022		583996	010-00000-0-00000-27000-58000-0	\$49.00		
Total Check Amount:							\$49.00		
013114	SYNCB/AMAZON	PV-221237	5/10/2022		Keith	010-81500-0-00000-81100-43000-0	\$398.63		
	SYNCB/AMAZON	PV-221238	5/9/2022		Office	010-00000-0-00000-72000-43000-0	\$20.46		
	SYNCB/AMAZON		5/9/2022		Office	010-00000-0-00000-72000-43000-0	(\$18.86)		
	SYNCB/AMAZON		5/9/2022		Office	010-00000-0-00000-72000-43000-0	(\$12.60)		
	SYNCB/AMAZON		5/9/2022		Office	010-00000-0-00000-72000-43000-0	\$12.60		
	SYNCB/AMAZON	PV-221239	5/14/2022		6th 7h 8th grade	010-11000-0-11100-10000-43000-0	\$119.49		
	SYNCB/AMAZON		5/14/2022		6th 7h 8th grade	010-11000-0-11100-10000-43000-0	\$107.72		
	SYNCB/AMAZON		5/14/2022		6th 7h 8th grade	010-11000-0-11100-10000-43000-0	\$12.92		
	SYNCB/AMAZON		5/14/2022		6th 7h 8th grade	010-11000-0-11100-10000-43000-0	\$16.15		
	SYNCB/AMAZON		5/14/2022		6th 7h 8th grade	010-11000-0-11100-10000-43000-0	\$37.11		
	SYNCB/AMAZON		5/14/2022		6th 7h 8th grade	010-11000-0-11100-10000-43000-0	(\$53.86)		
	SYNCB/AMAZON		5/14/2022		6th 7h 8th grade	010-11000-0-11100-10000-43000-0	\$367.01		
	SYNCB/AMAZON		5/14/2022		6th 7h 8th grade	010-11000-0-11100-10000-43000-0	\$25.74		
	SYNCB/AMAZON		5/14/2022		6th 7h 8th grade	010-11000-0-11100-10000-43000-0	\$12.92		
	SYNCB/AMAZON		5/14/2022		6th 7h 8th grade	010-11000-0-11100-10000-43000-0	(\$53.86)		
	SYNCB/AMAZON		5/14/2022		6th 7h 8th grade	010-11000-0-11100-10000-43000-0	(\$84.03)		
	SYNCB/AMAZON		5/14/2022		6th 7h 8th grade	010-11000-0-11100-10000-43000-0	\$177.75		
	SYNCB/AMAZON	PV-221240	5/2/2022		8h grade/office	010-00000-0-00000-27000-43000-0	\$39.85		
	SYNCB/AMAZON	PV-221241	5/21/2022		PVE Mrs. Parrish	010-00000-0-00000-72000-43000-0	\$182.00		
	SYNCB/AMAZON		5/21/2022		PVE Mrs. Parrish	010-00000-0-00000-72000-43000-0	\$27.99		
	SYNCB/AMAZON		5/21/2022		PVE Mrs. Parrish	010-00000-0-00000-72000-43000-0	\$37.65		
	SYNCB/AMAZON		5/21/2022		PVE Mrs. Parrish	010-00000-0-00000-72000-43000-0	\$162.30		
	SYNCB/AMAZON	PV-221242	5/31/2022		Mr. Mark	010-11000-0-11100-10000-43000-0	\$156.13		
	SYNCB/AMAZON		5/31/2022		Mr. Mark	010-11000-0-11100-10000-43000-0	\$60.80		
	SYNCB/AMAZON		5/31/2022		Mr. Mark	010-11000-0-11100-10000-43000-0	\$321.10		

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013114	SYNCB/AMAZON	PV-221242	5/31/2022		Mr. Mark		010-11000-0-11100-10000-43000-0	\$7.53			
	SYNCB/AMAZON		5/31/2022		Mr. Mark		010-11000-0-11100-10000-43000-0	\$1,939.35			
	SYNCB/AMAZON		5/31/2022		Mr. Mark		010-11000-0-11100-10000-43000-0	\$186.55			
	SYNCB/AMAZON		5/31/2022		Mr. Mark		010-11000-0-11100-10000-43000-0	\$471.90			
	SYNCB/AMAZON		5/31/2022		Mr. Mark		010-11000-0-11100-10000-43000-0	\$316.20			
	SYNCB/AMAZON	PV-221243	5/20/2022		Summer School and Ma		010-11000-0-11100-10000-43000-0	\$66.87			
	SYNCB/AMAZON		5/20/2022		Summer School and Ma		010-32120-0-11350-10000-43000-0	\$109.84			
	SYNCB/AMAZON		5/20/2022		Summer School and Ma		010-32120-0-11350-10000-43000-0	\$57.72			
	SYNCB/AMAZON		5/20/2022		Summer School and Ma		010-32120-0-11350-10000-43000-0	\$38.65			
	SYNCB/AMAZON		5/20/2022		Summer School and Ma		010-32120-0-11350-10000-43000-0	\$43.04			
	SYNCB/AMAZON		5/20/2022		Summer School and Ma		010-81500-0-00000-81100-44000-0	\$1,299.98			
	SYNCB/AMAZON		5/20/2022		Summer School and Ma		010-32120-0-11350-10000-43000-0	\$1,850.60			
							Total Check Amount:	\$8,461.34			
012560	SYSCO OF CENTRAL CALIFORNIA	PV-221220	5/30/2022		384190560		130-53100-0-00000-37000-47000-0	\$1,753.03			
	SYSCO OF CENTRAL CALIFORNIA	PV-221221	5/30/2022		384190561		130-53100-0-00000-37000-43000-0	\$265.38			
	SYSCO OF CENTRAL CALIFORNIA	PV-221222	6/6/2022		384199876		130-53100-0-00000-37000-47000-0	\$1,318.02			
	SYSCO OF CENTRAL CALIFORNIA	PV-221223	6/6/2022		384199877		130-53100-0-00000-37000-43000-0	\$60.22			
							Total Check Amount:	\$3,396.65			
013128	THE HOME DEPOT PRO	PV-221205	5/24/2022		687310276		010-00000-0-00000-82000-43000-0	\$567.82			
							Total Check Amount:	\$567.82			
013009	Tulare County Office of Educat	PV-221230	5/16/2022		222288		010-07200-0-11100-31400-58000-0	\$2,529.84		L	
	Tulare County Office of Educat		5/16/2022		222288		010-00008-0-00000-31400-58000-0	\$2,445.98		L	
	Tulare County Office of Educat	PV-221231	5/19/2022		222333		010-07200-0-11100-10000-58000-0	\$300.00			
							Total Check Amount:	\$5,275.82			
013435	U.S. BANK	PV-221232	5/27/2022		473529493		010-00000-0-00000-27000-56000-0	\$535.78			
							Total Check Amount:	\$535.78			
013066	VALLEY PACIFIC PETROLEUM SYSTE	PV-221234	5/31/2022		CL22-498771		010-00000-0-00000-82000-43000-0	\$240.57			
							Total Check Amount:	\$240.57			
013764	Valley VoiP	PV-221233	6/1/2022		1177		010-00000-0-00000-72000-59000-0	\$300.00			22

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012657	WASTE MANAGEMENT	PV-221235	6/1/2022		June		010-00000-0-00000-82000-55000-0	\$630.61			
	WASTE MANAGEMENT		6/1/2022		June		130-53100-0-00000-82000-55000-0	\$630.61			
	WASTE MANAGEMENT		6/1/2022		June		010-00000-0-00000-82000-55000-0	\$700.91			
	WASTE MANAGEMENT		6/1/2022		June		130-53100-0-00000-82000-55000-0	\$630.61			
Total Check Amount:								\$300.00			
Total Check Amount:								\$2,592.74			

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Vendor No	Vendor Name	Reference Number	Invoice Date	PO #	Invoice No	Separate Check	Account Code	Amount	Flag	EFT
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Total District Payment Amount: \$114,725.08

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Batch No 427

Audit

Vendor No Vendor Name Amount Flag EFT

Reference Invoice
Number Date

PO # Invoice No

Separate
Check Account Code

Batch No 427

Total Accounts Payable: \$114,725.08

The School District hereby orders that payment be made to each of the above vendors in the amounts indicated on the preceding Accounts Payable Final totaling 114,725.08 and the County Office of Education transfer the amounts from the indicated funds of the district to the Check Clearing Fund in order that checks may be drawn from a single revolving fund (Education Code 42631 & 42634).


Authorizing Signature Date 6/9/22

Fund Summary	Total
010	\$99,578.08
130	\$8,451.60
351	\$6,695.40
Total	\$114,725.08

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Vendor No	Vendor Name	Reference Number	Invoice Date	PO #	Invoice No	Separate Check	Account Code	Amount	Flag	EFT	Audit
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013752	ADVANCED EMISSION	PV-221258	5/9/2022		0009511-IN		010-00000-0-00000-36000-56000-0	\$383.65			
							Total Check Amount:	\$383.65			
006003	ARAMARK UNIFORM SERVICES	PV-221244	6/9/2022		25800017979		010-00000-0-00000-82000-55000-0	\$60.73			
							Total Check Amount:	\$60.73			
013756	BUZZ KILL PEST CONTROL	PV-221245	6/11/2022		48460		010-00000-0-00000-82000-58000-0	\$394.00			
	BUZZ KILL PEST CONTROL	PV-221246	6/11/2022		48461		010-00000-0-00000-82000-58000-0	\$113.00			
							Total Check Amount:	\$507.00			
012911	CROUZET IRRIGATION SUPPLY	PV-221263	6/14/2022		0177852		010-81500-0-00000-81100-43000-0	\$31,114.56			A
							Total Check Amount:	\$31,114.56			
013719	ECOLAB	PV-221255	6/14/2022		7118078		130-53100-0-00000-82000-58000-0	\$132.90			
							Total Check Amount:	\$132.90			
013509	GRADUATIONSOURCE	PV-221253	4/13/2022		INV268748		010-11000-0-11100-10000-43000-0	\$879.01			
							Total Check Amount:	\$879.01			
013888	ORKIN	PV-221261	5/14/2022		231898286		010-00000-0-00000-82000-58000-0	\$3,420.00			
	ORKIN	PV-221262	6/1/2022		231898288		010-00000-0-00000-82000-58000-0	\$410.00			
							Total Check Amount:	\$3,830.00			
013850	R & L CROW DISTRIBUTING	PV-221254	6/13/2022		June 13		130-53100-0-00000-37000-47000-0	\$285.80			22
							Total Check Amount:	\$285.80			
013887	RAMSEY BARRIOS	PV-221250	6/9/2022		00000		010-00000-0-00000-36000-58000-0	\$195.00			
							Total Check Amount:	\$195.00			
013166	RAY MORGAN COMPANY INC	PV-221247	6/6/2022		3745746		010-00000-0-00000-27000-56000-0	\$140.10			
							Total Check Amount:	\$140.10			
012560	SYSCO OF CENTRAL CALIFORNIA	PV-221256	6/13/2022		384207398		130-53100-0-00000-37000-47000-0	\$650.23			
	SYSCO OF CENTRAL CALIFORNIA	PV-221257	6/13/2022		384207399		130-53100-0-00000-37000-43000-0	\$37.72			
							Total Check Amount:	\$687.95			

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*** FINAL ***
Batch No 428

Vendor No	Vendor Name	Reference Number	Invoice Date	PO #	Invoice No	Separate Check	Account Code	Amount	Flag	EFT	Audit	
013128	THE HOME DEPOT PRO	PV-221259	6/8/2022		689882017		010-00000-0-00000-82000-43000-0	\$230.56				
	THE HOME DEPOT PRO	PV-221260	6/8/2022		689882025		010-00000-0-00000-82000-43000-0	\$115.28				
								\$345.84				
013828	T-Mobile	PV-221248	6/2/2022		June		010-00000-0-11100-10000-59000-0	\$2,020.00				
								\$2,020.00				
013435	U.S. BANK	PV-221249	6/6/2022		474378726		010-00000-0-00000-27000-56000-0	\$1,960.66				
								\$1,960.66				
013066	VALLEY PACIFIC PETROLEUM	PV-221251	6/6/2022		22-555717		010-00000-0-00000-36000-43000-0	\$168.41				
	VALLEY PACIFIC PETROLEUM	PV-221252	6/7/2022		22-556157		010-00000-0-00000-36000-43000-0	\$9,981.36				
								\$10,149.77				

Accounts Payable Final PreList - 6/16/2022 10:01:03AM

*** FINAL ***

Batch No 428

Vendor No	Vendor Name	Reference Number	Invoice Date	PO #	Invoice No	Separate Check	Account Code	Amount	Flag	EFT	Audit
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Total District Payment Amount: \$52,692.97

Accounts Payable Final PreList - 6/16/2022 10:01:03AM

*** FINAL ***
Batch No 428

Vendor No	Vendor Name	Reference Number	Invoice Date	PO #	Invoice No	Separate Check	Account Code	Amount	Flag	EFT	Audit
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Batch No 428
Total Accounts Payable: \$52,692.97

The School District hereby orders that payment be made to each of the above vendors in the amounts indicated on the preceding Accounts Payable Final totaling 52,692.97 and the County Office of Education transfer the amounts from the indicated funds of the district to the Check Clearing Fund in order that checks may be drawn from a single revolving fund (Education Code 42631 & 42634).

Nancy Boynton
Authorizing Signature
6/16/22
Date

Fund Summary	Total
010	\$51,586.32
130	\$1,106.65
Total	\$52,692.97

36 Pleasant View Elementary School Dis
Accounts Payable Final PreList - 6/28/2022 12:05:23PM

Tulare County Office of Education
6/28/2022 12:05:23PM

***** FINAL *****
Batch No 431

Vendor No	Vendor Name	Reference Number	Invoice Date	PO #	Invoice No	Separate Check	Account Code	Amount	Flag	EFT	Audit
013657	A.R.E. AUTO PARTS INC	PV-221291	6/6/2022		158314		010-00000-0-00000-36000-43000-0	\$250.14			
							Total Check Amount:	\$250.14			
013742	AALRR	PV-221267	5/31/2022		653056		010-00000-0-00000-76002-58000-0	\$4,131.75			
							Total Check Amount:	\$4,131.75			
013752	ADVANCED EMISSION	PV-221273	5/19/2022		9525-IN		010-00000-0-00000-36000-56000-0	\$1,729.17			
							Total Check Amount:	\$1,729.17			
013114	AMAZON CAPITAL SERVICES	PV-221268	6/21/2022		1CQ4-XR4T-4DNW		010-81500-0-00000-81100-43000-0	\$90.47			
							Total Check Amount:	\$90.47			
006003	ARAMARK UNIFORM SERVICES	PV-221269	6/16/2022		2580021518		010-00000-0-00000-82000-55000-0	\$60.73			
	ARAMARK UNIFORM SERVICES	PV-221270	6/16/2022		2580021519		010-00000-0-00000-82000-55000-0	\$143.70			
	ARAMARK UNIFORM SERVICES	PV-221271	6/23/2022		2580025212		010-00000-0-00000-82000-55000-0	\$60.73			
							Total Check Amount:	\$265.16			
004283	AT&T	PV-221272	6/13/2022		18344255		010-00000-0-00000-72000-59000-0	\$108.01			
							Total Check Amount:	\$108.01			
013889	AWARDS & SIGNS UNLIMITED INC.	PV-221290	6/9/2022		10377		010-11000-0-11100-10000-43000-0	\$598.11			
							Total Check Amount:	\$598.11			
013890	BERRY HILL IRRIGATION, INC.	PV-221292	6/17/2022		138708		010-90100-0-11100-10000-43000-0	\$503.40			
							Total Check Amount:	\$503.40			
013751	CENTRAL SANITARY SUPPLY	PV-221274	6/9/2022		1252469		010-00000-0-00000-82000-43000-0	\$169.71			
							Total Check Amount:	\$169.71			
013478	DEMCO	PV-221275	6/15/2022		7142815		010-07200-0-11100-24203-43000-0	\$350.05			
							Total Check Amount:	\$350.05			
012687	FEDEX	PV-221302	6/24/2022		7-798-51029		010-00000-0-00000-72000-59000-0	\$100.10			
							Total Check Amount:	\$350.05			

Accounts Payable Final Prelist - 6/28/2022 12:05:23PM

*** FINAL ***
Batch No 431

Vendor No	Vendor Name	Reference Number	Invoice Date	PO #	Invoice No	Separate Check	Account Code	Amount	Flag	EFT	Audit
013892	FURNITURE FOOTIES	PV-221266	6/23/2022	874600			010-11000-0-111100-10000-43000-0	\$1,784.64			
Total Check Amount:								\$100.10			
013891	INSTITUTE FOR MULTI-SENSORY ED	PV-221293	6/21/2022	174301			010-07200-0-111100-10000-58000-0	\$1,784.64			L
Total Check Amount:								\$2,550.00			
013631	JONATHAN MORENO	PV-221297	6/27/2022	00000			010-32160-0-111100-10000-52000-0	\$290.41			
Total Check Amount:								\$290.41			
012597	KIMBERLY PARRISH KIMBERLY PARRISH	PV-221295	6/27/2022 6/27/2022	00000 00000			010-32160-0-111100-10000-52000-0 010-32160-0-111100-10000-52000-0	\$290.41 \$630.17			22 22
Total Check Amount:								\$920.58			
013592	MANUEL LUEVANO	PV-221296	6/27/2022	00000			010-32160-0-111100-10000-52000-0	\$296.41			
Total Check Amount:								\$296.41			
013741	MIGUEL RIOS	PV-221280	6/24/2022	Dec. 15 payroll			010-00099-0-00000-00000-86990-0	\$21.61			G
Total Check Amount:								\$21.61			
013032	ODSATHER, MARK	PV-221298	6/27/2022	00000			010-32160-0-111100-10000-52000-0	\$301.01			
Total Check Amount:								\$301.01			
013500	PALAFIX, MARILU	PV-221294	6/27/2022	00000			010-00000-0-00000-72000-52000-0	\$37.21			
Total Check Amount:								\$37.21			
011917	PITNEY BOWES GLOBAL FINANCIAL	PV-221307	6/25/2022	3105572789			010-00000-0-00000-27000-56000-0	\$200.22			
Total Check Amount:								\$200.22			
013893	POPLAR MARKET POPLAR MARKET POPLAR MARKET POPLAR MARKET	PV-221310	6/22/2022 6/22/2022 6/22/2022 6/22/2022	00000 00000 00000 00000			130-53100-0-00000-37000-47000-0 010-07200-0-111100-10000-43000-0 010-11000-0-111100-10000-43000-0 010-00000-0-111100-10000-43000-0	\$850.20 \$600.00 \$24.11 \$188.12			
Total Check Amount:								\$200.22			

36 Pleasant View Elementary School Dis
Accounts Payable Final PreList - 6/28/2022 12:05:23PM

Tulare County Office of Education
6/28/2022 12:05:23PM

***** FINAL *****

Batch No 431

Vendor No	Vendor Name	Reference Number	Invoice Date	PO #	Invoice No	Separate Check	Account Code	Amount	Flag	EFT
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012368	QUILL CORP	PV-221277	6/8/2022		25625404		010-00000-0-00000-72000-43000-0	\$17.20		
	QUILL CORP	PV-221278	6/8/2022		25645390		010-00000-0-00000-72000-43000-0	\$39.49		
	QUILL CORP	PV-221301	6/15/2022		25796836		010-00000-0-00000-72000-43000-0	\$159.93		
							Total Check Amount:	\$216.62		
013850	R & L CROW DISTRIBUTING	PV-221279	6/20/2022		June 16 & 20		130-53100-0-00000-37000-47000-0	\$566.60		22
	R & L CROW DISTRIBUTING		6/20/2022		June 16 & 20		130-53100-0-00000-37000-47000-0	\$145.40		22
							Total Check Amount:	\$712.00		
013166	RAY MORGAN COMPANY INC	PV-221281	6/15/2022		3757635		010-00000-0-00000-27000-56000-0	\$384.98		
							Total Check Amount:	\$384.98		
013344	REYES, BRENDA	PV-221299	6/27/2022		00000		010-32160-0-11100-10000-52000-0	\$290.41		
							Total Check Amount:	\$290.41		
013853	SAMS AIR CONDITIONING & HEAT	PV-221309	6/24/2022		5642		010-81500-0-00000-81100-58000-0	\$845.00		
							Total Check Amount:	\$845.00		
013483	SCHOOL NURSE SUPPLIES, INC	PV-221305	6/22/2022		0897656-IN		010-00008-0-00000-31400-43000-0	\$445.38		
							Total Check Amount:	\$445.38		
013407	SHERWIN-WILLIAMS CO	PV-221283	6/16/2022		8155-7		010-81500-0-00000-81100-43000-0	\$1,760.56		
							Total Check Amount:	\$1,760.56		
005387	SOCALGAS	PV-221303	6/23/2022		June		010-00000-0-00000-82000-55000-0	\$176.41		
	SOCALGAS		6/23/2022		June		010-00000-0-00000-82000-55000-0	\$39.03		
							Total Check Amount:	\$215.44		
013211	SOUTHWEST SCHOOL & OFFICE SUPP	PV-221282	6/15/2022		985202		010-00000-0-00000-72000-43000-0	\$27.26		
							Total Check Amount:	\$27.26		
012560	SYSCO OF CENTRAL CALIFORNIA	PV-221284	6/20/2022		384216004		130-53100-0-00000-37000-47000-0	\$1,109.18		
							Total Check Amount:	\$1,109.18		

Accounts Payable Final PreList - 6/28/2022 12:05:23PM

*** FINAL ***

Batch No 431

Vendor No	Vendor Name	Reference Number	Invoice Date	PO #	Invoice No	Separate Check	Account Code	Amount	Flag	EFT	Audit
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012560	SYSCO OF CENTRAL CALIFORNIA	PV-221285	6/20/2022		384216005		130-53100-0-00000-37000-43000-0	\$189.13			
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Total Check Amount:

\$1,298.31

013619	TASHIMA IRVING	PV-221300	6/27/2022		00000		010-32160-0-11100-10000-52000-0	\$296.41			
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Total Check Amount:

\$296.41

013128	THE HOME DEPOT PRO	PV-221276	6/9/2022		690137146		010-00000-0-00000-82000-43000-0	\$230.56			
	THE HOME DEPOT PRO	PV-221306	6/15/2022		691158091		010-00000-0-00000-82000-43000-0	\$90.16			

Total Check Amount:

\$320.72

013009	Tulare County Office of Educat	PV-221286	5/31/2022		222428		010-07200-0-11100-10000-58000-0	\$9,161.64			
	Tulare County Office of Educat	PV-221287	6/9/2022		222519		010-07200-0-11100-10000-58000-0	\$13,650.00			

Total Check Amount:

\$22,811.64

013773	unWIRED BROADBAND, INC.	PV-221288	7/1/2022		1372185		010-00000-0-00000-72000-59000-0	\$199.99			
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Total Check Amount:

\$199.99

013004	Verizon Wireless	PV-221289	6/10/2022		9908496104		010-00000-0-11100-10000-59000-0	\$380.10			
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Total Check Amount:

\$380.10

\$380.10

Accounts Payable Final PreList - 6/28/2022 12:05:23PM

*** FINAL ***

Batch No 431

Audit

Amount Flag EFT

Separate

Check Account Code

Reference Invoice

Number Date

PO # Invoice No

Vendor No Vendor Name

Total District Payment Amount: \$46,565.41

Accounts Payable Final PreList - 6/28/2022 12:05:23PM

*** FINAL ***


Batch No 431

Vendor No	Vendor Name	Reference Number	Invoice Date	PO #	Invoice No	Separate Check	Account Code	Amount	Flag	EFT	Audit
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Batch No 431

Total Accounts Payable: \$46,565.41

The School District hereby orders that payment be made to each of the above vendors in the amounts indicated on the preceding Accounts Payable Final totaling 46,565.41 and the County Office of Education transfer the amounts from the indicated funds of the district to the Check Clearing Fund in order that checks may be drawn from a single revolving fund (Education Code 42631 & 42634).


 Authorizing Signature _____ Date 6/28/22

Fund Summary	Total
010	\$43,704.90
130	\$2,860.51
Total	\$46,565.41

Accounts Payable Final PreList - 7/7/2022 2:54:12PM

*** FINAL ***

Batch No 433

Audit

Vendor No	Vendor Name	Reference Number	Invoice Date	PO #	Invoice No	Separate Check Account Code	Amount	Flag	EFT
013123	CASBO	PV-230006	4/27/2022	186240		010-00000-0-00000-72000-58000-0	\$1,750.00		
Total Check Amount:							\$1,750.00		
013731	CENTRAL CITIES PIZZA, INC.	PV-230004	7/1/2022		June	130-53100-0-00000-37000-47000-0	\$420.00		
	CENTRAL CITIES PIZZA, INC.		7/1/2022		June	130-53100-0-00000-37000-47000-0	\$315.00		
	CENTRAL CITIES PIZZA, INC.		7/1/2022		June	130-53100-0-00000-37000-47000-0	\$315.00		
	CENTRAL CITIES PIZZA, INC.		7/1/2022		June	130-53100-0-00000-37000-47000-0	\$315.00		
Total Check Amount:							\$1,365.00		
001292	COTTON CENTER AUTO PARTS/F ARM	PV-230003	6/24/2022		May 27 - June 24	010-81500-0-00000-81100-43000-0	\$36.61		
	COTTON CENTER AUTO PARTS/F ARM		6/24/2022		May 27 - June 24	010-81500-0-00000-81100-43000-0	\$61.35		
	COTTON CENTER AUTO PARTS/F ARM		6/24/2022		May 27 - June 24	010-81500-0-00000-81100-43000-0	\$38.77		
	COTTON CENTER AUTO PARTS/F ARM		6/24/2022		May 27 - June 24	010-81500-0-00000-81100-43000-0	\$197.12		
	COTTON CENTER AUTO PARTS/F ARM		6/24/2022		May 27 - June 24	010-81500-0-00000-81100-43000-0	\$15.06		
	COTTON CENTER AUTO PARTS/F ARM		6/24/2022		May 27 - June 24	010-81500-0-00000-81100-43000-0	\$225.53		
	COTTON CENTER AUTO PARTS/F ARM		6/24/2022		May 27 - June 24	010-81500-0-00000-81100-43000-0	\$72.10		
	COTTON CENTER AUTO PARTS/F ARM		6/24/2022		May 27 - June 24	010-81500-0-00000-81100-43000-0	\$11.96		
	COTTON CENTER AUTO PARTS/F ARM		6/24/2022		May 27 - June 24	010-81500-0-00000-81100-43000-0	\$8.62		
Total Check Amount:							\$667.12		
012313	CULLIGAN	PV-230005	6/30/2022		June	010-00000-0-00000-72000-43000-0	\$246.50		22
Total Check Amount:							\$246.50		
013612	DOCUMENT TRACKING SERVICES	PV-230007	5/24/2022		9325708	010-00000-0-00000-27000-58000-0	\$1,992.00		
Total Check Amount:							\$1,992.00		
013383	FRONTLINE TECHNOLOGIES GROUP	PV-230008	7/1/2022		157800	010-00000-0-00000-27000-58000-0	\$6,958.90		L
Total Check Amount:							\$6,958.90		
013895	HEAVENS BEST CARPET & UPHOLST	PV-230017	7/5/2022		12539	010-00000-0-00000-82000-58000-0	\$895.00		
Total Check Amount:							\$895.00		

Accounts Payable Final PreList - 7/7/2022 2:54:12PM

*** FINAL ***

Batch No 433

Audit

Vendor No	Vendor Name	Reference Number	Invoice Date	PO #	Invoice No	Separate Check	Account Code	Amount	Flag	EFT
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013032	ODSATHER, MARK ODSATHER, MARK	PV-230010	7/5/2022 7/5/2022	00000 00000	00000 00000		010-32160-0-11100-10000-52000-0 010-32160-0-11100-10000-43000-0	\$1,653.56 \$171.55	B	
Total Check Amount:								\$895.00		
013888	ORKIN	PV-230009	7/1/2022		231898289		010-00000-0-00000-82000-58000-0	\$410.00		
Total Check Amount:								\$410.00		
013893	POPLAR MARKET POPLAR MARKET POPLAR MARKET POPLAR MARKET	PV-230011	6/30/2022 6/30/2022 6/30/2022 6/30/2022		June June June June		130-53100-0-00000-37000-47000-0 010-00000-0-11100-10000-43000-0 010-11000-0-11100-10000-43000-0 010-32120-0-11350-10000-43000-0	\$287.82 \$99.28 \$328.65 \$14.18		
Total Check Amount:								\$729.93		
013850	R & L CROW DISTRIBUTING	PV-230012	6/27/2022		June 27		130-53100-0-00000-37000-47000-0	\$566.60		22
Total Check Amount:								\$566.60		
012766	SISC III SISC III SISC III	PV-230002	7/1/2022 7/1/2022 7/1/2022		July July July		010-00000-0-00000-00000-95024-0 010-00000-0-00000-00000-95028-0 010-00000-0-00000-71100-34020-0	\$56,819.10 \$2,913.80 \$5,827.60	G G G	22 22 22
Total Check Amount:								\$65,560.50		
005383	SOUTHERN CALIF EDISON CO SOUTHERN CALIF EDISON CO SOUTHERN CALIF EDISON CO SOUTHERN CALIF EDISON CO	PV-230013	6/30/2022 6/30/2022 6/30/2022 6/30/2022		June 30th June 30th June 30th June 30th		010-00000-0-00000-36000-58000-0 010-00000-0-00000-82000-55000-0 010-00000-0-00000-82000-55000-0 010-00000-0-00000-82000-55000-0	\$219.56 \$4,045.31 \$2,797.34 \$3,762.05		H
Total Check Amount:								\$10,824.26		
013211	SOUTHWEST SCHOOL & OFFICE SUPP	PV-230014	6/28/2022		988431		010-00000-0-00000-72000-43000-0	\$65.55		
Total Check Amount:								\$65.55		
013882	STEVEN ULLOA STEVEN ULLOA	PV-230018	7/7/2022 7/7/2022		00000 00000		010-32160-0-11100-10000-52000-0 010-32160-0-11100-10000-43000-0	\$83.07 \$117.42		
Total Check Amount:								\$200.49		

Accounts Payable Final PreList - 7/7/2022 2:54:12PM

*** FINAL ***

Batch No 433

Audit

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

Vendor No	Vendor Name	Reference Number	Invoice Date	PO #	Invoice No	Separate Check	Account Code	Amount	Flag	EFT
013435	U.S. BANK	PV-230015	6/27/2022		475975942		010-00000-0-000000-27000-56000-0	\$200.49		
Total Check Amount:								\$535.78		
013629	UNION BANK	PV-230016	6/24/2022		June		010-11000-0-11100-10000-43000-0	\$309.56	M	
	UNION BANK		6/24/2022		June		010-11000-0-11100-10000-43000-0	\$455.29	M	
	UNION BANK		6/24/2022		June		010-00000-0-000000-72000-58000-0	\$49.00	M	
	UNION BANK		6/24/2022		June		010-90100-0-11100-10000-43000-0	\$2,273.94	M	
	UNION BANK		6/24/2022		June		010-90100-0-11100-10000-43000-0	\$454.14	M	
	UNION BANK		6/24/2022		June		010-90100-0-11100-10000-43000-0	\$1,191.84	M	
	UNION BANK		6/24/2022		June		010-11000-0-11100-10000-43000-0	\$1,937.65	M	
Total Check Amount:								\$6,671.42		

Accounts Payable Final PreList - 7/7/2022 2:54:12PM

*** FINAL ***

Batch No 433

Vendor No	Vendor Name	Reference Number	Invoice Date	PO #	Invoice No	Separate Check	Account Code	Amount	Flag	EFT	Audit
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Total District Payment Amount: \$101,264.16

Accounts Payable Final PreList - 7/7/2022 2:54:12PM

*** FINAL ***

Batch No 433

Audit

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

Batch No 433

Total Accounts Payable: \$101,264.16

The School District hereby orders that payment be made to each of the above vendors in the amounts indicated on the preceding Accounts Payable Final totaling 101,264.16 and the County Office of Education transfer the amounts from the indicated funds of the district to the Check Clearing Fund in order that checks may be drawn from a single revolving fund (Education Code 42631 & 42634).

Angela Bayler 7/7/22
Authorizing Signature Date

Fund Summary	Total
010	\$99,044.74
130	\$2,219.42
Total	\$101,264.16

Accounts Payable Final PreList - 7/14/2022 9:31:22AM

*** FINAL ***

Batch No 435

Audit

Vendor No	Vendor Name	Reference Number	Invoice Date	PO #	Invoice No	Separate Check	Account Code	Amount	Flag	EFT
013880	ADVANCE COMMUNICATIONS &	PV-230050	6/30/2022		25844		010-32120-0-00000-24200-58000-0	\$3,154.82	L	
							Total Check Amount:	\$3,154.82		
013761	ADVANCED DATA STORAGE	PV-230036	6/30/2022		150492		010-00000-0-00000-72000-58000-0	\$35.65	H	22
	ADVANCED DATA STORAGE	PV-230037	6/30/2022		150491		010-00000-0-00000-72000-58000-0	\$49.45	H	22
							Total Check Amount:	\$85.10		
006003	ARAMARK UNIFORM SERVICES	PV-230038	6/30/2022		2580028799		010-00000-0-00000-82000-55000-0	\$60.73		
	ARAMARK UNIFORM SERVICES	PV-230040	6/30/2022		2580028800		010-00000-0-00000-82000-55000-0	\$143.70		
	ARAMARK UNIFORM SERVICES	PV-230049	7/7/2022		2580032422		010-00000-0-00000-82000-55000-0	\$60.73		
							Total Check Amount:	\$265.16		
013756	BUZZ KILL PEST CONTROL	PV-230023	7/9/2022		49208		010-00000-0-00000-82000-58000-0	\$394.00		
	BUZZ KILL PEST CONTROL	PV-230078	7/11/2022		10206		010-00000-0-00000-82000-58000-0	\$113.00		
							Total Check Amount:	\$507.00		
013707	CAMILLE VALDEZ	PV-230026	7/1/2022		000000		010-32160-0-11100-10000-52000-0	\$124.00		
	CAMILLE VALDEZ		7/1/2022		000000		010-32160-0-11100-10000-43000-0	\$160.44		
							Total Check Amount:	\$284.44		
013751	CENTRAL SANITARY SUPPLY	PV-230045	6/3/2022		1250787		010-00000-0-00000-82000-43000-0	\$1,415.81		
	CENTRAL SANITARY SUPPLY	PV-230046	6/3/2022		1251249		010-00000-0-00000-82000-43000-0	\$122.40		
	CENTRAL SANITARY SUPPLY	PV-230047	6/21/2022		1254913		010-00000-0-00000-82000-43000-0	\$459.34		
							Total Check Amount:	\$1,997.55		
013529	CHARTER COMMUNICATIONS	PV-230077	7/1/2022		60070122		010-00000-0-00000-27000-59000-0	\$2,050.78		
							Total Check Amount:	\$2,050.78		
012481	EMPLOYMENT DEVELOPMENT DEPT	PV-230075	6/30/2022		22-2		010-00000-0-00000-00000-95025-0	\$4,929.54	G	
							Total Check Amount:	\$4,929.54		
012736	HOME DEPOT	PV-230058	6/1/2022		5122299		010-81500-0-00000-81100-43000-0	\$368.03	H	
	HOME DEPOT	PV-230059	6/8/2022		8903096		010-81500-0-00000-81100-43000-0	\$745.36	H	
	HOME DEPOT	PV-230060	6/13/2022		3545266		010-81500-0-00000-81100-43000-0	\$189.20		
	HOME DEPOT	PV-230061	6/14/2022		2545286		010-81500-0-00000-81100-43000-0	\$87.27		

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Vendor No	Vendor Name	Reference Number	Invoice Date	PO #	Invoice No	Separate Check	Account Code	Amount	Flag	EFT
013593	ISRAEL VALDEZ	PV-230025	7/1/2022		000000		010-32160-0-11100-10000-43000-0	\$1,389.86		
Total Check Amount:								\$1,389.86		
012597	KIMBERLY PARRISH	PV-230080	7/12/2022		000000		010-32160-0-11100-10000-43000-0	\$141.57		
Total Check Amount:								\$141.57		
013894	LEXIA LEARNING SYSTEMS LLC	PV-230052	6/6/2022		SIN083021		010-63000-0-11100-10000-58000-0	\$377.14		22
Total Check Amount:								\$377.14		
012998	LINDER EQUIPMENT CO.	PV-230062	6/15/2022		SA23343		010-00000-0-00000-36000-56000-0	\$304.94		
	LINDER EQUIPMENT CO.	PV-230063	6/15/2022		SA23344		010-00000-0-00000-36000-56000-0	\$304.94		
	LINDER EQUIPMENT CO.	PV-230064	6/15/2022		SA23345		010-00000-0-00000-36000-56000-0	\$304.94		
	LINDER EQUIPMENT CO.	PV-230065	6/17/2022		SA23346		010-00000-0-00000-36000-56000-0	\$304.94		
	LINDER EQUIPMENT CO.	PV-230066	6/17/2022		SA23347		010-00000-0-00000-36000-56000-0	\$304.94		
	LINDER EQUIPMENT CO.	PV-230067	6/15/2022		SA23348		010-00000-0-00000-36000-56000-0	\$304.94		
	LINDER EQUIPMENT CO.	PV-230068	6/15/2022		SA23349		010-00000-0-00000-36000-56000-0	\$304.94		
Total Check Amount:								\$2,134.58		
013163	MANGINI ASSOCIATES INC	PV-230051	6/30/2022		12559		351-77100-0-00000-85000-58000-0	\$10,695.67		L
Total Check Amount:								\$10,695.67		
013592	MANUEL LUEVANO	PV-230079	7/12/2022		000000		010-32160-0-11100-10000-43000-0	\$297.08		
	MANUEL LUEVANO		7/12/2022		000000		010-32160-0-11100-10000-52000-0	\$349.37		
Total Check Amount:								\$646.45		
013728	NUTRIEN AG SOLUTIONS	PV-230021	6/25/2022		48846795		010-00000-0-00000-82000-43000-0	\$1,562.38		
	NUTRIEN AG SOLUTIONS	PV-230022	6/25/2022		48845744		010-00000-0-00000-82000-43000-0	\$1,562.38		
Total Check Amount:								\$3,124.76		
013344	REYES, BRENDA	PV-230028	7/1/2022		000000		010-32160-0-11100-10000-43000-0	\$219.37		
Total Check Amount:								\$219.37		

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Vendor No	Vendor Name	Reference Number	Invoice Date	PO #	Invoice No	Separate Check	Account Code	Amount	Flag	EFT
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012868	SCHOOL INNOVATIONS & ADVOCACY	PV-230043	6/6/2022		0139701-IN		010-00000-0-00000-27000-58000-0	\$1,500.00		
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	SCHOOL INNOVATIONS & ADVOCACY	PV-230044	6/6/2022		0139587-IN		010-00000-0-00000-27000-58000-0	\$4,700.00	L	
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Total Check Amount:

\$6,200.00

013551	SCHOOL OUTFITTERS	PV-230027	7/5/2022		13808552		010-111000-0-11100-10000-43000-0	\$1,322.08		
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Total Check Amount:

\$1,322.08

012360	SMART & FINAL IRIS	PV-230030	7/1/2022		June		010-11000-0-11100-10000-43000-0	\$179.13		
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	SMART & FINAL IRIS		7/1/2022		June		010-32120-0-11350-10000-43000-0	\$168.33		
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	SMART & FINAL IRIS		7/1/2022		June		010-32120-0-11350-10000-43000-0	\$226.10		
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	SMART & FINAL IRIS		7/1/2022		June		010-32120-0-11350-10000-43000-0	\$110.27		
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	SMART & FINAL IRIS		7/1/2022		June		130-53100-0-00000-37000-47000-0	\$19.98		
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	SMART & FINAL IRIS		7/1/2022		June		130-53100-0-00000-37000-43000-0	\$37.67		
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	SMART & FINAL IRIS		7/1/2022		June		010-32120-0-11350-10000-43000-0	\$26.82		
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	SMART & FINAL IRIS		7/1/2022		June		010-32120-0-11350-10000-43000-0	\$424.64		
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	SMART & FINAL IRIS		7/1/2022		June		010-32120-0-11350-10000-43000-0	\$42.55		
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	SMART & FINAL IRIS		7/1/2022		June		010-32120-0-11350-10000-43000-0	\$35.57		
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	SMART & FINAL IRIS		7/1/2022		June		130-53100-0-00000-37000-43000-0	\$224.73		
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	SMART & FINAL IRIS		7/1/2022		June		010-32120-0-11350-10000-43000-0	\$327.49		
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	SMART & FINAL IRIS		7/1/2022		June		130-53100-0-00000-37000-43000-0	\$26.11		
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	SMART & FINAL IRIS		7/1/2022		June		130-53100-0-00000-37000-43000-0	\$26.11		
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Total Check Amount:

\$1,875.50

012167	STOP ALARM, INC	PV-230054	7/1/2022		149259		010-00000-0-00000-82000-58000-0	\$6,000.00	L	
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	STOP ALARM, INC	PV-230055	7/1/2022		149364		010-00000-0-00000-82000-58000-0	\$360.00		
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	STOP ALARM, INC	PV-230056	6/29/2022		149261		010-00000-0-00000-82000-58000-0	\$48.50		
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	STOP ALARM, INC	PV-230057	7/1/2022		149094		130-53100-0-00000-82000-58000-0	\$564.00		
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Total Check Amount:

\$6,972.50

013775	SUNNYSIDE UNION SCHOOL DISTRICT	PV-230048	7/1/2022		21/22 Compu Tech		010-32120-0-00000-24200-58000-0	\$15,836.71	L	
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Total Check Amount:

\$15,836.71

013114	SYNCB/AMAZON	PV-230069	6/8/2022		Wings of Knowledge		010-90100-0-11100-10000-43000-0	\$216.90		
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	SYNCB/AMAZON		6/8/2022		Wings of Knowledge		010-90100-0-11100-10000-43000-0	\$882.35		
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Vendor No	Vendor Name	Reference Number	Invoice Date	PO #	Invoice No	Separate Check Account Code	Amount	Flag	EFT
013114	SYNCB/AMAZON	PV-230069	6/8/2022		Wings of Knowledge	010-90100-0-11100-10000-43000-0	\$930.86		
	SYNCB/AMAZON	PV-230070	6/30/2022		Office & Niguel Baxt	010-00000-0-00000-72000-43000-0	\$70.03		
	SYNCB/AMAZON		6/30/2022		Office & Niguel Baxt	010-00000-0-00000-72000-43000-0	\$16.05		
	SYNCB/AMAZON		6/30/2022		Office & Niguel Baxt	010-00000-0-00000-72000-43000-0	\$20.09		
	SYNCB/AMAZON		6/30/2022		Office & Niguel Baxt	010-00000-0-00000-72000-43000-0	\$73.23		
	SYNCB/AMAZON	PV-230071	6/30/2022		Office & Niguel Baxt	010-00000-0-00000-72000-43000-0	\$168.06		
	SYNCB/AMAZON		6/20/2022		PVE Mrs. Parrish	010-11000-0-11100-10000-43000-0	\$209.04		
	SYNCB/AMAZON		6/20/2022		PVE Mrs. Parrish	010-11000-0-11100-10000-43000-0	\$159.11		
	SYNCB/AMAZON		6/20/2022		PVE Mrs. Parrish	010-11000-0-11100-10000-43000-0	\$115.74		
	SYNCB/AMAZON		6/20/2022		PVE Mrs. Parrish	010-11000-0-11100-10000-43000-0	\$102.04		
	SYNCB/AMAZON	PV-230072	6/6/2022		Mr. Mark	010-81500-0-00000-81100-43000-0	\$1,026.22		
	SYNCB/AMAZON		6/6/2022		Mr. Mark	010-81500-0-00000-81100-43000-0	\$1,521.53		
	SYNCB/AMAZON		6/6/2022		Mr. Mark	010-11000-0-11100-10000-43000-0	\$309.68		
	SYNCB/AMAZON		6/6/2022		Mr. Mark	010-81500-0-00000-81100-43000-0	\$90.47		
	SYNCB/AMAZON		6/6/2022		Mr. Mark	010-11000-0-11100-10000-43000-0	\$77.52		
	SYNCB/AMAZON	PV-230073	6/14/2022		Esmeralda - Library	010-07200-0-11100-24203-43000-0	\$24.77		
	SYNCB/AMAZON		6/14/2022		Esmeralda - Library	010-07200-0-11100-24203-43000-0	\$221.74		
	SYNCB/AMAZON		6/14/2022		Esmeralda - Library	010-07200-0-11100-24203-43000-0	\$28.00		
	SYNCB/AMAZON		6/14/2022		Esmeralda - Library	010-07200-0-11100-24203-43000-0	\$211.16		
	SYNCB/AMAZON		6/14/2022		Esmeralda - Library	010-07200-0-11100-24203-43000-0	\$193.82		
	SYNCB/AMAZON		6/14/2022		Esmeralda - Library	010-07200-0-11100-24203-43000-0	(\$52.79)		
					Total Check Amount:		\$6,615.62		
012560	SYSCO OF CENTRAL CALIFORNIA	PV-230041	6/27/2022		384223793	130-53100-0-00000-37000-47000-0	\$728.30		
	SYSCO OF CENTRAL CALIFORNIA	PV-230042	6/27/2022		384223794	130-53100-0-00000-37000-43000-0	\$156.33		
					Total Check Amount:		\$884.63		
013619	TASHIMA IRVING	PV-230024	7/1/2022		000000	010-32160-0-11100-10000-43000-0	\$286.68		
013828	T-Mobile	PV-230076	7/2/2022		July	010-00000-0-11100-10000-59000-0	\$2,020.00		
					Total Check Amount:		\$2,866.68		
013066	VALLEY PACIFIC PETROLEUM SYSTE	PV-230053	6/30/2022		22-509200	010-00000-0-00000-82000-43000-0	\$507.44		
					Total Check Amount:		\$2,020.00		

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

013764 Valley VoIP PV-230029 7/5/2022 1183
 Total Check Amount: \$507.44

012657 WASTE MANAGEMENT PV-230031 7/1/2022 July
 WASTE MANAGEMENT 7/1/2022 July
 WASTE MANAGEMENT 7/1/2022 July
 WASTE MANAGEMENT 7/1/2022 July
 Total Check Amount: \$300.00

006227 WEISENBERGERS ACE PV-230033 6/6/2022 B1140726
 HARDWARE WEISENBERGERS ACE PV-230034 6/24/2022 B1145044
 HARDWARE WEISENBERGERS ACE PV-230035 6/28/2022 B1145734
 HARDWARE
 Total Check Amount: \$2,669.52

Total Check Amount: \$205.69

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Vendor No	Vendor Name	Reference Number	Invoice Date	PO #	Invoice No	Separate Check	Account Code	Amount	Flag	EFT
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Total District Payment Amount:

\$105,600.16

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*** FINAL ***

Batch No 435

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Amount Flag EFT

Reference Invoice Separate
Number Date Check Account Code

Batch No 435

Total Accounts Payable: \$105,600.16

The School District hereby orders that payment be made to each of the above vendors in the amounts indicated on the preceding Accounts Payable Final totaling 105,600.16 and the County Office of Education transfer the amounts from the indicated funds of the district to the Check Clearing Fund in order that checks may be drawn from a single revolving fund (Education Code 42631 & 42634).

Nayla D. Payne
Authorizing Signature Date 7/14/22

Fund Summary	Total
010	\$91,821.65
130	\$3,082.84
351	\$10,695.67
Total	\$105,600.16

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Batch No 436

Vendor No	Vendor Name	Reference Number	Invoice Date	PO #	Invoice No	Separate Check	Account Code	Amount	Flag	EFT	Audit
013401	4IMPRINT INC	PV-230123	7/15/2022		23254792		010-11000-0-11100-10000-43000-0	\$490.98			
Total Check Amount:								\$490.98			
006003	ARAMARK UNIFORM SERVICES	PV-230082	7/14/2022		2580036011		010-00000-0-00000-82000-55000-0	\$60.73			
	ARAMARK UNIFORM SERVICES	PV-230083	7/14/2022		2580036012		010-00000-0-00000-82000-55000-0	\$143.70			
	ARAMARK UNIFORM SERVICES	PV-230084	7/21/2022		2580039641		010-00000-0-00000-82000-55000-0	\$60.73			
Total Check Amount:								\$265.16			
013652	ARMANDO VELARDE	PV-230122	7/21/2022		SP-072122-01		010-00000-0-11100-10000-43000-0	\$1,122.00			
Total Check Amount:								\$1,122.00			
004283	AT&T	PV-230085	7/13/2022		18489075		010-00000-0-00000-72000-59000-0	\$116.28			H
Total Check Amount:								\$116.28			
013806	BLINK NETWORK LLC	PV-230087	6/30/2022		2106		010-00000-0-00000-36000-58000-0	\$432.00			
Total Check Amount:								\$432.00			
013827	BOB McCLOSKEY INSURANCE	PV-230086	7/27/2022		8966		010-00000-0-00000-27000-54500-0	\$810.00			
Total Check Amount:								\$810.00			
012565	CALIFORNIA DEPARTMENT OF EDUCA	PV-230088	7/21/2022		22 SF-41736		130-53100-0-00000-37000-47000-0	\$353.40			
Total Check Amount:								\$353.40			
013896	CARLY HASKINS	PV-230112	7/19/2022		June Mileage		010-00000-0-00000-72000-52000-0	\$32.18			
Total Check Amount:								\$32.18			
012911	CROUZET IRRIGATION SUPPLY	PV-230089	7/19/2022		178711		010-81500-0-00000-81100-43000-0	\$105.93			
Total Check Amount:								\$105.93			
013719	ECOLAB	PV-230090	7/18/2022		7330428		130-53100-0-00000-82000-58000-0	\$144.33			
	ECOLAB	PV-230091	7/18/2022		7330429		130-53100-0-00000-82000-58000-0	\$132.90			
Total Check Amount:								\$277.23			
013544	JAMIE LEE GENRITY	PV-230092	7/27/2022		00000		010-00000-0-00000-72000-43000-0	\$25.56			

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Vendor No	Vendor Name	Reference Number	Invoice Date	PO #	Invoice No	Separate Check	Account Code	Amount	Flag	EFT	Audit
013631	JONATHAN MORENO	PV-230096	6/28/2022		00000		010-32160-0-11100-10000-43000-0	\$25.56			
Total Check Amount:								\$289.52			
012479	JORGENSEN & CO	PV-230110	7/22/2022		6015851		010-00000-0-00000-82000-58000-0	\$319.87			
Total Check Amount:								\$319.87			
012352	LAWRENCE TRACTOR	PV-230094	6/3/2022		545280		010-81500-0-00000-81100-44000-0	\$959.64			
	LAWRENCE TRACTOR	PV-230095	6/16/2022		547735		010-81500-0-00000-81100-58000-0	\$1,154.24			
Total Check Amount:								\$2,113.88			
013419	LOWES	PV-230116	6/7/2022		929167		010-81500-0-00000-81100-43000-0	\$1,005.56			
	LOWES	PV-230117	6/20/2022		927226		010-81500-0-00000-81100-43000-0	\$427.57			
	LOWES	PV-230118	6/20/2022		929139		010-81500-0-00000-81100-43000-0	\$624.86			
	LOWES	PV-230119	6/24/2022		927917		010-81500-0-00000-81100-43000-0	\$102.05			
	LOWES	PV-230120	6/30/2022		928936		010-81500-0-00000-81100-43000-0	\$499.69			
	LOWES	PV-230121	6/30/2022		929095		010-81500-0-00000-81100-43000-0	\$72.85			
Total Check Amount:								\$2,732.58			
012102	LOZANO SMITH	PV-230093	6/30/2022		2167320		010-00000-0-00000-76002-58000-0	\$394.80			
Total Check Amount:								\$394.80			
013218	POPLAR COMMUNITY SERVICE DISTR	PV-230097	6/1/2022		May/June		010-00000-0-00000-82000-55000-0	\$1,254.14			
	POPLAR COMMUNITY SERVICE DISTR	PV-230098	6/1/2022		July		010-00000-0-00000-82000-55000-0	\$629.00			
Total Check Amount:								\$1,883.14			
006968	PORTERVILLE RECORDER	PV-230099	6/30/2022		6532-0622		010-00000-0-00000-72000-58000-0	\$100.67			
Total Check Amount:								\$100.67			
013166	RAY MORGAN COMPANY INC	PV-230100	7/18/2022		3787793		010-00000-0-00000-27000-56000-0	\$209.18			H
	RAY MORGAN COMPANY INC	PV-230101	7/9/2022		3779516		010-00000-0-00000-27000-56000-0	\$66.53			
	RAY MORGAN COMPANY INC	PV-230102	7/12/2022		3785233		010-00000-0-00000-27000-43000-0	\$144.21			

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Vendor No	Vendor Name	Reference Number	Invoice Date	PO #	Invoice No	Separate Check	Account Code	Amount	Flag	EFT	Audit
013853	SAMS AIR CONDITIONING & HEAT	PV-230104	7/12/2022		5823		010-81500-0-00000-81100-58000-0	\$419.92			
Total Check Amount:								\$419.92			
013551	SCHOOL OUTFITTERS	PV-230111	7/19/2022		13817448		010-11000-0-11100-10000-43000-0	\$395.00			
Total Check Amount:								\$395.00			
005387	SOCALGAS	PV-230105	7/25/2022		July		010-00000-0-00000-82000-55000-0	\$549.70			
	SOCALGAS		7/25/2022		July		010-00000-0-00000-82000-55000-0	\$95.64			
Total Check Amount:								\$20.86			
Total Check Amount:								\$116.50			
013211	SOUTHWEST SCHOOL & OFFICE SUPP	PV-230103	7/19/2022		991849		010-11000-0-11100-10000-43000-0	\$1,992.72			
Total Check Amount:								\$1,992.72			
013568	STACK TECHNOLOGIES	PV-230113	7/11/2022		1259		010-07200-0-11100-10000-43000-0	\$27,094.16			22
	STACK TECHNOLOGIES	PV-230114	7/26/2022		1262		010-00000-0-11100-10000-58000-0	\$1,500.00			22
Total Check Amount:								\$28,594.16			
013897	THE RAINBOW HOUSE OF CARPETS	PV-230115	7/21/2022		07062022		130-53100-0-00000-82000-56000-0	\$30,259.77			A
Total Check Amount:								\$30,259.77			
013435	U.S. BANK	PV-230107	7/7/2022		476774534		010-00000-0-00000-27000-56000-0	\$131.70			
Total Check Amount:								\$131.70			
013773	unWIRED BROADBAND, INC.	PV-230106	8/1/2022		1398472		010-00000-0-00000-72000-59000-0	\$199.99			
Total Check Amount:								\$199.99			
013066	VALLEY PACIFIC PETROLEUM SYSTE	PV-230108	7/15/2022		22-518500		010-00000-0-00000-82000-43000-0	\$220.30			
Total Check Amount:								\$220.30			
013004	Verizon Wireless	PV-230109	7/10/2022		9910807022		010-00000-0-11100-10000-59000-0	\$380.10			
Total Check Amount:								\$380.10			

Accounts Payable Final PreList - 7/28/2022 12:28:29PM

*** FINAL ***

Batch No 436

Vendor No	Vendor Name	Reference Number	Invoice Date	PO #	Invoice No	Separate Check	Account Code	Amount	Flag	Audit	EFT
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Total Check Amount: \$380.10

Accounts Payable Final PreList - 7/28/2022 12:28:29PM

*** FINAL ***

Batch No 436

Audit
Amount Flag EFT

Vendor No	Vendor Name	Reference Number	Invoice Date	PO #	Invoice No	Separate Check	Account Code	Amount	Flag	EFT
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Total District Payment Amount: \$75,125.04

Accounts Payable Final PreList - 7/28/2022 12:28:29PM

*** FINAL ***

Batch No 436

Audit

Amount Flag EFT

Separate
Check Account Code

PO # Invoice No

Reference Invoice
Number Date

Vendor No Vendor Name

Total Accounts Payable: \$75,125.04

Batch No 436

The School District hereby orders that payment be made to each of the above vendors in the amounts indicated on the preceding Accounts Payable Final totaling 75,125.04 and the County Office of Education transfer the amounts from the indicated funds of the district to the Check Clearing Fund in order that checks may be drawn from a single revolving fund (Education Code 42631 & 42634).

[Handwritten Signature]
Authorizing Signature

7/28/22
Date

Fund Summary	Total
010	\$44,234.64
130	\$30,890.40
Total	\$75,125.04

Budget Comparison Report

BCR600 8/2/2022 11:15:00AM

	2022 - 2023 Working Thru 8/2/2022			2022 - 2023 Actual Thru 8/2/2022		
	Unrestricted	Restricted	Total	Unrestricted	Restricted	Total
010 General Fund						
Revenues						
LCFF Sources						
80110 LCFF State Aid - Current Year	\$4,466,247.00	\$0.00	\$4,466,247.00	\$249,722.25	\$0.00	\$249,722.25
80120 Education Protection Account	\$1,096,848.00	\$0.00	\$1,096,848.00	\$0.00	\$0.00	\$0.00
80190 LCFF/Revenue Limit State Aid - Prior Years	\$0.00	\$0.00	\$0.00	(\$514,226.10)	\$0.00	(\$514,226.10)
80410 Secured Rolls Tax	\$328,014.00	\$0.00	\$328,014.00	\$0.00	\$0.00	\$0.00
Total LCFF Sources	\$5,891,109.00	\$0.00	\$5,891,109.00	(\$264,503.85)	\$0.00	(\$264,503.85)
Federal Revenues						
82900 All Other Federal Revenue	\$0.00	\$1,760,954.00	\$1,760,954.00	\$0.00	\$7,916.00	\$7,916.00
Total Federal Revenues	\$0.00	\$1,760,954.00	\$1,760,954.00	\$0.00	\$7,916.00	\$7,916.00
Other State Revenues						
85200 Child Nutrition	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
85500 Mandated Cost Reimbursements	\$14,465.00	\$0.00	\$14,465.00	\$0.00	\$0.00	\$0.00
85600 State Lottery Revenue	\$67,482.00	\$26,910.00	\$94,392.00	\$0.00	\$0.00	\$0.00
85900 All Other State Revenue	\$3,000.00	\$668,046.00	\$671,046.00	\$0.00	\$81,286.10	\$81,286.10
Total Other State Revenues	\$84,947.00	\$694,956.00	\$779,903.00	\$0.00	\$81,286.10	\$81,286.10
Other Local Revenues						
86250 Community Redevelopment Funds Not Subject to Revenue Lim	\$0.00	\$6,217.00	\$6,217.00	\$0.00	\$0.00	\$0.00
86600 Interest	\$25,000.00	\$0.00	\$25,000.00	\$0.00	\$0.00	\$0.00
86620 Net Increase (Decrease) in the Fair Value of Investments	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
86990 All Other Local Revenue	\$38,531.00	\$62,540.00	\$101,071.00	\$0.00	\$0.00	\$0.00
Total Other Local Revenues	\$63,531.00	\$68,757.00	\$132,288.00	\$0.00	\$0.00	\$0.00
Total Revenues	\$6,039,587.00	\$2,524,667.00	\$8,564,254.00	(\$264,503.85)	\$89,202.10	(\$175,301.75)
Expenditures						
Certificated Salaries						

by Fund

	2022 - 2023 Working Thru 8/2/2022		2022 - 2023 Actual Thru 8/2/2022		Total
	Unrestricted	Restricted	Unrestricted	Restricted	
010 General Fund					
11000 Certificated Teachers' Salaries	\$1,868,886.00	\$185,215.00	\$2,054,101.00	\$0.00	\$53,312.71
11002 Substitute Teachers	\$50,000.00	\$0.00	\$50,000.00	\$950.00	\$0.00
12000 Certificated Pupil Support Salaries	\$107,464.00	\$0.00	\$107,464.00	\$8,955.33	\$0.00
13000 Certificated Supervisors and Administrators Salaries	\$272,321.00	\$13,045.83	\$285,366.83	\$23,176.75	\$7,011.83
19000 Other Certificated Salaries	\$6,000.00	\$0.00	\$6,000.00	\$500.00	\$0.00
Total Certificated Salaries	\$2,304,671.00	\$198,260.83	\$2,502,931.83	\$33,382.08	\$60,324.54
Classified Salaries					
21000 Classified Instructional Salaries	\$205,573.00	\$398,382.83	\$603,955.83	\$2,984.08	\$25,488.82
22000 Classified Support Salaries	\$250,835.00	\$94,092.00	\$344,927.00	\$27,696.73	\$11,353.35
23000 Classified Supervisors' and Administrators' Salaries	\$80,653.00	\$26,000.00	\$106,653.00	\$4,491.93	\$0.00
24000 Clerical, Technical and Office Staff Salaries	\$201,016.00	\$0.00	\$201,016.00	\$15,844.46	\$0.00
29000 Other Classified Salaries	\$65,948.00	\$76,108.58	\$142,056.58	\$0.00	\$10,769.80
Total Classified Salaries	\$804,025.00	\$594,583.41	\$1,398,608.41	\$51,017.20	\$47,611.97
Employee Benefits					
31010 State Teachers' Retirement System, certificated positions	\$440,676.00	\$296,679.40	\$737,355.40	\$6,251.43	\$8,539.83
31020 State Teachers' Retirement System, classified positions	\$3,000.00	\$3,582.87	\$6,582.87	\$59.87	\$245.99
32010 Public Employees Retirement System, certificated positions	\$1,800.00	\$0.00	\$1,800.00	\$177.55	\$0.00
32020 Public Employees' Retirement System, classified positions	\$200,802.00	\$150,545.94	\$351,347.94	\$9,097.83	\$8,006.48
33012 OASDI, Certificated Positions	\$1,800.00	\$0.00	\$1,800.00	\$48.05	\$0.00
33013 Medicare, Certificated Positions	\$33,459.00	\$2,876.67	\$36,335.67	\$494.31	\$874.73
33022 OASDI, classified positions	\$49,437.00	\$36,843.92	\$86,280.92	\$3,025.32	\$2,733.30
33023 Medicare, classified positions	\$11,580.00	\$8,623.00	\$20,203.00	\$739.76	\$690.36
34010 Health & Welfare Benefits, certificated positions	\$458,702.00	\$36,005.00	\$494,707.00	\$0.00	\$0.00
34020 Health & Welfare Benefits, classified positions	\$212,889.00	\$99,067.00	\$311,956.00	\$5,827.60	\$0.00
35010 State Unemployment Insurance, certificated positions	\$11,539.00	\$994.06	\$12,533.06	\$170.47	\$301.61
35020 State Unemployment Insurance, classified positions	\$4,013.00	\$2,973.81	\$6,986.81	\$255.08	\$238.06
36010 Worker's Compensation Insurance, certificated positions	\$52,986.00	\$4,523.23	\$57,509.23	\$628.34	\$1,111.85
36020 Worker's Compensation Insurance, classified positions	\$18,322.00	\$13,634.51	\$31,956.51	\$940.33	\$877.58
37010 OPEB, Allocated, certificated positions	\$51,598.00	\$4,511.81	\$56,109.81	\$431.73	\$970.54

Budget Comparison Report

by Fund

11:15:00AM

	2022 - 2023 Working Thru 8/2/2022			2022 - 2023 Actual Thru 8/2/2022		
	Unrestricted	Restricted	Total	Unrestricted	Restricted	Total
010 General Fund						
37020 OPEB, Allocated, classified positions	\$18,259.00	\$13,632.25	\$31,891.25	\$701.66	\$709.44	\$1,411.10
37510 OPEB, Active Employees, certificated Positions	\$63,436.00	\$5,222.00	\$68,658.00	\$0.00	\$0.00	\$0.00
37520 OPEB, Active Employees, classified positions	\$11,998.00	\$4,237.00	\$16,235.00	\$0.00	\$0.00	\$0.00
Total Employee Benefits	\$1,646,296.00	\$683,952.47	\$2,330,248.47	\$28,849.33	\$25,299.77	\$54,149.10
Books and Supplies						
42000 Books and Other Reference Materials	\$0.00	\$15,000.00	\$15,000.00	\$0.00	\$0.00	\$0.00
43000 Materials and Supplies	\$213,697.00	\$78,797.11	\$292,494.11	\$38,019.58	\$6,176.37	\$44,195.95
44000 Non-Capitalized Equipment	\$40,500.00	\$5,000.00	\$45,500.00	\$0.00	\$0.00	\$0.00
Total Books and Supplies	\$254,197.00	\$98,797.11	\$352,994.11	\$38,019.58	\$6,176.37	\$44,195.95
Services, Other Operating Expenses						
52000 Travel and Conferences	\$9,100.00	\$3,401.00	\$12,501.00	\$508.33	(\$88.48)	\$419.85
53000 Dues and Memberships	\$8,200.00	\$0.00	\$8,200.00	\$0.00	\$0.00	\$0.00
54400 Pupil Insurance	\$1,100.00	\$0.00	\$1,100.00	\$0.00	\$0.00	\$0.00
54500 Other Insurance	\$52,000.00	\$0.00	\$52,000.00	\$80,128.00	\$0.00	\$80,128.00
55000 Operation and Housekeeping Services	\$120,000.00	\$0.00	\$120,000.00	\$2,441.30	\$0.00	\$2,441.30
56000 Rentals, Leases, Repairs and Non-Capitalized Improvements	\$54,000.00	\$7,500.00	\$61,500.00	\$943.19	\$0.00	\$943.19
57103 Transfers of Direct Costs - Transportation	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
58000 Professional/Consulting Services and Operating Expenditures	\$347,668.00	\$242,627.00	\$590,295.00	\$27,565.04	\$31,449.82	\$59,014.86
58009 Pension Penalties & Interest	\$500.00	\$0.00	\$500.00	\$0.00	\$0.00	\$0.00
59000 Communications	\$64,000.00	\$0.00	\$64,000.00	\$5,067.15	\$0.00	\$5,067.15
Total Services, Other Operating Expenses	\$656,568.00	\$253,528.00	\$910,096.00	\$116,653.01	\$31,361.34	\$148,014.35
Capital Outlay						
62000 Buildings and Improvement of Buildings	\$0.00	\$900,000.00	\$900,000.00	\$0.00	\$0.00	\$0.00
64000 Equipment	\$0.00	\$36,603.00	\$36,603.00	\$0.00	\$0.00	\$0.00
Total Capital Outlay	\$0.00	\$936,603.00	\$936,603.00	\$0.00	\$0.00	\$0.00
Other Outgo						
71420 Other Tuition, Excess Costs, and/or Deficits Payments to COE	\$2,723.00	\$0.00	\$2,723.00	(\$544.50)	\$0.00	(\$544.50)
74380 Debt Service - Interest	\$115,200.00	\$0.00	\$115,200.00	\$0.00	\$0.00	\$0.00

Budget Comparison Report
by Fund

	2022 - 2023 Working Thru 8/2/2022			2022 - 2023 Actual Thru 8/2/2022		
	Unrestricted	Restricted	Total	Unrestricted	Restricted	Total
010 General Fund						
74390 Other Debt Service - Principal	\$222,941.00	\$0.00	\$222,941.00	\$0.00	\$0.00	\$0.00
Total Other Outgo	\$340,864.00	\$0.00	\$340,864.00	(\$544.50)	\$0.00	(\$544.50)
Direct Support/Indirect Costs						
73100 Transfers of Indirect Costs	(\$2,239.00)	\$2,239.00	\$0.00	\$0.00	\$0.00	\$0.00
Total Direct Support/Indirect Costs	(\$2,239.00)	\$2,239.00	\$0.00	\$0.00	\$0.00	\$0.00
Total Expenditures	\$6,004,382.00	\$2,767,963.82	\$8,772,345.82	\$267,576.70	\$170,773.99	\$438,350.69
Excess (Deficiency) of Revenues	\$35,205.00	(\$243,296.82)	(\$208,091.82)	(\$532,080.55)	(\$81,571.89)	(\$613,652.44)
Other Financing Sources/Uses						
Transfers Out						
76160 From General Fund to Cafeteria Fund	\$36,000.00	\$0.00	\$36,000.00	\$0.00	\$0.00	\$0.00
Total Transfers Out	\$36,000.00	\$0.00	\$36,000.00	\$0.00	\$0.00	\$0.00
Contributions						
89800 Contributions from Unrestricted Resources	(\$296,818.00)	\$296,818.00	\$0.00	\$0.00	\$0.00	\$0.00
Total Contributions	(\$296,818.00)	\$296,818.00	\$0.00	\$0.00	\$0.00	\$0.00
Total Other Financing Sources/Uses	(\$332,818.00)	\$296,818.00	(\$36,000.00)	\$0.00	\$0.00	\$0.00
Net Increase (Decrease) in Fund	(\$297,613.00)	\$53,521.18	(\$244,091.82)	(\$532,080.55)	(\$81,571.89)	(\$613,652.44)
Beginning Balance						
Assets						
91100 Cash in County Treasury	\$4,910,225.51	\$0.00	\$4,910,225.51	\$4,910,225.51	\$0.00	\$4,910,225.51
Total Assets	\$4,910,225.51	\$0.00	\$4,910,225.51	\$4,910,225.51	\$0.00	\$4,910,225.51
Total Beginning Balance	\$4,910,225.51	\$0.00	\$4,910,225.51	\$4,910,225.51	\$0.00	\$4,910,225.51
Adjusted Beginning Balance	\$4,910,225.51	\$0.00	\$4,910,225.51	\$4,910,225.51	\$0.00	\$4,910,225.51
Ending Balance						
Assets						

Budget Comparison Report

by Fund 11:15:00AM

	2022 - 2023 Working Thru 8/2/2022		2022 - 2023 Actual Thru 8/2/2022	
	Unrestricted	Restricted	Unrestricted	Restricted
010 General Fund				
91100 Cash in County Treasury	\$4,612,612.51	\$53,521.18	\$4,132,451.30	(\$112,770.74)
Total Assets	\$4,612,612.51	\$53,521.18	\$4,132,451.30	(\$112,770.74)
Liabilities				
95010 Accounts Payable Clearing	\$0.00	\$0.00	(\$21,034.17)	(\$31,198.85)
95013 Deferred Wages Payable	\$0.00	\$0.00	(\$167,732.63)	\$0.00
95024 Health & Welfare Payable	\$0.00	\$0.00	(\$56,819.10)	\$0.00
95025 State Unemployment Insurance Payable	\$0.00	\$0.00	(\$3,913.50)	\$0.00
95026 Workers Compensation Payable	\$0.00	\$0.00	\$3,745.47	\$0.00
95028 Retiree Benefits Payable	\$0.00	\$0.00	\$60.27	\$0.00
Total Liabilities	\$0.00	\$0.00	(\$245,693.66)	(\$31,198.85)
Total Ending Balance	\$4,612,612.51	\$53,521.18	\$4,378,144.96	(\$81,571.89)
Components of Ending Fund Balance				
Fund Balance, Nonspendable				
97200 Reserve for Encumbrances	\$0.00	\$0.00	\$0.00	\$0.00
Total Fund Balance, Nonspendable	\$0.00	\$0.00	\$0.00	\$0.00
Fund Balance, Unassigned				
97900 Undesignated/Unappropriated	(\$594,526.00)	\$110,575.18	(\$828,993.55)	(\$24,517.89)
97910 Beginning Fund Balance	\$4,910,225.51	\$0.00	\$4,910,225.51	\$0.00
Total Fund Balance, Unassigned	\$4,315,699.51	\$110,575.18	\$4,081,231.96	(\$24,517.89)
Budgetary and Other Accounts				
98100 Estimated Revenue	(\$5,742,769.00)	(\$2,821,485.00)	(\$5,742,769.00)	(\$2,821,485.00)
98200 Appropriations	\$6,039,682.00	\$2,764,431.00	\$6,039,682.00	\$2,764,431.00
98300 Encumbrances	\$0.00	\$0.00	\$0.00	\$0.00
Total Budgetary and Other Accounts	\$296,913.00	(\$57,054.00)	\$296,913.00	(\$57,054.00)
Total Components of Ending Fund Balance	\$4,612,612.51	\$53,521.18	\$4,378,144.96	(\$81,571.89)

36 - Pleasant View Elementary School District

Current Cash Balance - Thru 08/02/2022
Payroll From 07/01/2022 Thru 07/31/2022

Report Date: 08/02/2022
GLD920 11:12:46AM

County Fund	District Number	Fund	Current Cash 9110	Previous Total Payroll Objects	Percentage (%)
636	36	0100 General Fund	\$4,019,680.56	\$246,684.89	1,629.48
N/A	36	0800 Student Activity Special Revenue Fund	\$0.00		
ASM	36	1300 Cafeteria Special Revenue Fund	\$26,053.75	\$12,682.99	205.42
None	36	2110 Building Fund #1	\$0.00		
None	36	2160 Non-Treasury COP/ Trustee Building Fund #2	\$0.00		
ATQ	36	2510 Developer Fees Fund	\$50,533.69		
ADO	36	3510 County School Facilities Fund - Modernization	\$120,700.68		
None	36	5610 Non-Treasury Debt Service COP/Revenue Bonds	\$0.00		
None	36	5620 Non-Treasury Debt Service COP/Revenue Bonds #2	\$0.00		
Report Total			\$4,216,968.68		

Budget Revision Report

Bdg Revision Final

Control Number: 80240437

Account Classification	Approved / Revised	Change Amount	Proposed Budget
Fund: 0100 General Fund Expenditures			
Certificated Salaries			
010-30100-2-11350-27000-13000-0	\$0.00	\$7,011.83	\$7,011.83
Total:	\$0.00	\$7,011.83	\$7,011.83
Classified Salaries			
010-07200-0-00000-72000-24000-0	\$0.00	\$550.00	\$550.00
010-30100-2-11100-10000-21000-0	\$8,211.00	(\$5,668.17)	\$2,542.83
010-30100-2-11100-10000-29000-0	\$1,343.00	\$1,079.58	\$2,422.58
Total:	\$9,554.00	(\$4,038.59)	\$5,515.41
Employee Benefits			
010-07200-0-00000-72000-33022-0	\$0.00	\$50.00	\$50.00
010-07200-0-00000-72000-33023-0	\$0.00	\$25.00	\$25.00
010-07200-0-00000-72000-35020-0	\$0.00	\$25.00	\$25.00
010-07200-0-00000-72000-36020-0	\$0.00	\$25.00	\$25.00
010-07200-0-00000-72000-37020-0	\$0.00	\$25.00	\$25.00
010-30100-2-11100-10000-31020-0	\$0.00	\$59.87	\$59.87
010-30100-2-11100-10000-32020-0	\$2,424.00	(\$1,466.06)	\$957.94
010-30100-2-11100-10000-33022-0	\$592.00	(\$306.08)	\$285.92
010-30100-2-11100-10000-33023-0	\$139.00	(\$67.00)	\$72.00
010-30100-2-11100-10000-34020-0	\$359.00	(\$359.00)	\$0.00
010-30100-2-11100-10000-35020-0	\$48.00	(\$23.19)	\$24.81
010-30100-2-11100-10000-36020-0	\$219.00	(\$127.49)	\$91.51
010-30100-2-11100-10000-37020-0	\$220.00	(\$148.75)	\$71.25
010-30100-2-11100-10000-37520-0	\$48.00	(\$48.00)	\$0.00
010-30100-2-11350-27000-31010-0	\$0.00	\$1,186.40	\$1,186.40
010-30100-2-11350-27000-33013-0	\$0.00	\$101.67	\$101.67
010-30100-2-11350-27000-35010-0	\$0.00	\$35.06	\$35.06
010-30100-2-11350-27000-36010-0	\$0.00	\$129.23	\$129.23
010-30100-2-11350-27000-37010-0	\$0.00	\$112.81	\$112.81
Total:	\$4,049.00	(\$770.53)	\$3,278.47

Budget Revision Report

Bdgg Revision Final

Control Number: 80240437

Account Classification	Approved / Revised	Change Amount	Proposed Budget
Books and Supplies			
010-90100-0-11100-10000-43000-0	\$0.00	\$2,030.11	\$2,030.11
	\$0.00	\$2,030.11	\$2,030.11
Total:	\$13,603.00	\$4,232.82	\$17,835.82

Budgeted Unappropriated Fund Balance before this adjustment:

\$4,670,366.51

Total Adjustment to Unappropriated Fund Balance:

(\$4,232.82)

Budgeted Unappropriated Fund Balance after this adjustment:

\$4,666,133.69

36 Pleasant View Elementary School Dis
Fiscal Year: 2023

Budget Revision Report

BGR030 8/2/2022
niguel 11:13:59AM

Bdg Revision Final

Control Number: 80240437

Account Classification	Approved / Revised	Change Amount	Proposed Budget
Fund: 1300 Cafeteria Special Revenue Fund			
Expenditures			
Services, Other Operating Expenses			
130-53100-0-00000-82000-56000-0	\$750.00	\$30,250.00	\$31,000.00
Total:	\$750.00	\$30,250.00	\$31,000.00
Total Expenditures	\$750.00	\$30,250.00	\$31,000.00

Budgeted Unappropriated Fund Balance before this adjustment:

\$15,211.34

Total Adjustment to Unappropriated Fund Balance:

(\$30,250.00)

Budgeted Unappropriated Fund Balance after this adjustment:

(\$15,038.66)

36 Pleasant View Elementary School Dis
 Fiscal Year: 2023

Budget Revision Report

BGR030 8/2/2022
 niguell 11:13:59AM

Bdg Revision Final

Control Number: 80240437

Account Classification	Approved / Revised	Change Amount	Proposed Budget
Fund: 3510 County School Facilities Fund - Modernization			
Expenditures			
Services, Other Operating Expenses			
351-77100-0-00000-85000-58000-0	\$0.00	\$11,000.00	\$11,000.00
	\$0.00	\$11,000.00	\$11,000.00
Total	\$0.00	\$11,000.00	\$11,000.00

Budgeted Unappropriated Fund Balance before this adjustment:

\$131,396.35

Total Adjustment to Unappropriated Fund Balance:

(\$11,000.00)

Budgeted Unappropriated Fund Balance after this adjustment:

\$120,396.35

Budget Revision Report

BGR030 8/2/2022
niguel 11:13:59AM

Control Number: 80240437

Account Classification Approved / Revised Change Amount Proposed Budget

At a meeting of the school board on _____, the board approved the above budget account lines change to those amounts indicated in the proposed budget column.

Authorized by: _____
(County Office Use Only)
Updated at County Office on ___/___/___ by _____

Tulare County Office of Education
Order to Pay/Payroll Transmittal
 Form PS04P - Payroll

Month/Day/Year: 6/17/22

Instructions

Only Districts that submit payroll to TCOE for input will use this form. This form serves as a transmittal document and an Order from an authorized District employee for payment of payroll. The total amount of Gross Payroll indicated on the form must agree with the Payroll Input Work Sheet submitted with the PS04P Form.

Districts that perform their own payroll input will sign and submit the Order to Pay on the last page of their Payroll Final printout rather than use this form.

TCOE Personnel will input the Personnel Data from the PS01 Form for all Districts that do not have access to the computer system. Districts should check the box at the bottom of Form PS01 indicating if the Personnel Data has already been input.

Document	Certificate Payroll	Classified Payroll
Payroll Input W/S Enclosed	<input checked="" type="checkbox"/> Yes	<input checked="" type="checkbox"/> Yes
Form PS01 Employee Personnel Data Sheets	No. Enclosed	No. Enclosed <u>0</u>
Form PS02 Voluntary Deductions	No. Enclosed	No. Enclosed <u>0</u>
Form PS03 Employee Distribution Additions	No. Enclosed <u>3</u>	No. Enclosed <u>2</u>
Form W-4 Withholding	No. Enclosed	No. Enclosed <u>0</u>
Automatic Payroll Deposit Form Authorization	No. Enclosed	No. Enclosed <u>0</u>
PERS Action Form		No. Enclosed <u>0</u>
Total Gross Payroll Must attach Adding Machine Tape	Total Amount \$ <u>20,482.83</u>	Total Amount \$ <u>83,362.14</u>

The PLEASANT VIEW ELEMENTARY School District hereby orders that payment be made to each of the employees of the district in the amounts indicated as per the following attached schedules and that County Office of Education transfer the amounts from the indicated funds of the district to the Check Clearing Fund in order that checks may be drawn from a single revolving fund (Education Code 42631 & 42634).

[Signature]
 District Authorized Signature

6.17.22
 Date

TCOE Processing

Verify inclusion of number of documents indicated. Verify agreement of adding machine tape to Total Gross Payroll on form. If separate staff members input Certificated and Classified payroll, make copy of this form for other staff member. If any PS01 forms require Personnel Data input, they should be sent to TCOE Personnel for handling. Make copy of form to verify the Final Payroll Register totals before release of Payroll to District.

Date Received by TCOE / /

Received & Processed By _____

Tulare County Office of Education
Order to Pay/Payroll Transmittal
 Form PS04P - Payroll

Month/Day/Year: 6/16/22

Instructions

Only Districts that submit payroll to TCOE for input will use this form. This form serves as a transmittal document and an Order from an authorized District employee for payment of payroll. The total amount of Gross Payroll indicated on the form must agree with the Payroll Input Work Sheet submitted with the PS04P Form.

Districts that perform their own payroll input will sign and submit the Order to Pay on the last page of their Payroll Final printout rather than use this form.

TCOE Personnel will input the Personnel Data from the PS01 Form for all Districts that do not have access to the computer system. Districts should check the box at the bottom of Form PS01 indicating if the Personnel Data has already been input.

Document	Certificate Payroll	Classified Payroll
Payroll Input W/S Enclosed	<input checked="" type="checkbox"/> Yes	<input checked="" type="checkbox"/> Yes
Form PS01 Employee Personnel Data Sheets	No. Enclosed <u>0</u>	No. Enclosed <u>0</u>
Form PS02 Voluntary Deductions	No. Enclosed <u>1</u>	No. Enclosed <u>1</u>
Form PS03 Employee Distribution Additions	No. Enclosed <u>0</u>	No. Enclosed <u>0</u>
Form W-4 Withholding	No. Enclosed <u>1</u> <i>DEC (*IRS FAX)</i>	No. Enclosed <u>1</u>
Automatic Payroll Deposit Form Authorization	No. Enclosed <u>0</u>	No. Enclosed <u>0</u>
PERS Action Form	No. Enclosed	No. Enclosed <u>0</u>
Total Gross Payroll Must attach Adding Machine Tape	Total Amount \$ <u>197,406.98</u>	Total Amount \$ <u>54,659.66</u>

The PLEASANT VIEW ELEMENTARY School District hereby orders that payment be made to each of the employees of the district in the amounts indicated as per the following attached schedules and that County Office of Education transfer the amounts from the indicated funds of the district to the Check Clearing Fund in order that checks may be drawn from a single revolving fund (Education Code 42631 & 42634).

Nancy Baxter
 District Authorized Signature

6.16.22
 Date

TCOE Processing

Verify inclusion of number of documents indicated. Verify agreement of adding machine tape to Total Gross Payroll on form. If separate staff members input Certificated and Classified payroll, make copy of this form for other staff member. If any PS01 forms require Personnel Data input, they should be sent to TCOE Personnel for handling. Make copy of form to verify the Final Payroll Register totals before release of Payroll to District.

Date Received by TCOE _____/_____/_____

Received & Processed By _____

Tulare County Office of Education
Order to Pay/Payroll Transmittal
 Form PS04P - Payroll

Month/Day/Year: 7/7/22

Instructions

Only Districts that submit payroll to TCOE for input will use this form. This form serves as a transmittal document and an Order from an authorized District employee for payment of payroll. The total amount of Gross Payroll indicated on the form must agree with the Payroll Input Work Sheet submitted with the PS04P Form.

Districts that perform their own payroll input will sign and submit the Order to Pay on the last page of their Payroll Final printout rather than use this form.

TCOE Personnel will input the Personnel Data from the PS01 Form for all Districts that do not have access to the computer system. Districts should check the box at the bottom of Form PS01 indicating if the Personnel Data has already been input.

Document	Certificate Payroll	Classified Payroll
Payroll Input W/S Enclosed	<input checked="" type="checkbox"/> Yes	<input checked="" type="checkbox"/> Yes
Form PS01 Employee Personnel Data Sheets	No. Enclosed <u>0</u>	No. Enclosed <u>7</u>
Form PS02 Voluntary Deductions	No. Enclosed <u>0</u>	No. Enclosed <u>0</u>
Form PS03 Employee Distribution Additions	No. Enclosed <u>6</u>	No. Enclosed <u>3</u>
Form W-4 Withholding	No. Enclosed <u>6 E, DE⁴(6)</u>	No. Enclosed <u>7 E, DE⁴(7)</u>
Automatic Payroll Deposit Form Authorization	No. Enclosed <u>0</u>	No. Enclosed <u>0</u>
PERS Action Form	No. Enclosed	No. Enclosed <u>1 1</u>
Total Gross Payroll Must attach Adding Machine Tape	Total Amount \$ <u>60,999.54</u>	Total Amount \$ <u>59,632.80</u>

The PLEASANT VIEW ELEMENTARY School District hereby orders that payment be made to each of the employees of the district in the amounts indicated as per the following attached schedules and that County Office of Education transfer the amounts from the indicated funds of the district to the Check Clearing Fund in order that checks may be drawn from a single revolving fund (Education Code 42631, & 42634).

Roger Bayter
 District Authorized Signature

7.7.22
 Date

TCOE Processing

Verify inclusion of number of documents indicated. Verify agreement of adding machine tape to Total Gross Payroll on form. If separate staff members input Certificated and Classified payroll, make copy of this form for other staff member. If any PS01 forms require Personnel Data input, they should be sent to TCOE Personnel for handling. Make copy of form to verify the Final Payroll Register totals before release of Payroll to District.

Date Received by TCOE _____ / _____ / _____

Received & Processed By _____

Tulare County Office of Education
Order to Pay/Payroll Transmittal
 Form PS04P - Payroll

Revised

Month/Day/Year: 7/21/22

Instructions

Only Districts that submit payroll to TCOE for input will use this form. This form serves as a transmittal document and an Order from an authorized District employee for payment of payroll. The total amount of Gross Payroll indicated on the form must agree with the Payroll Input Work Sheet submitted with the PS04P Form.

Districts that perform their own payroll input will sign and submit the Order to Pay on the last page of their Payroll Final printout rather than use this form.

TCOE Personnel will input the Personnel Data from the PS01 Form for all Districts that do not have access to the computer system. Districts should check the box at the bottom of Form PS01 indicating if the Personnel Data has already been input.

Document	Certificate Payroll	Classified Payroll
Payroll Input W/S Enclosed	<input checked="" type="checkbox"/> Yes	<input checked="" type="checkbox"/> Yes
Form PS01 Employee Personnel Data Sheets	No. Enclosed _____	No. Enclosed _____
Form PS02 Voluntary Deductions	No. Enclosed _____	No. Enclosed _____
Form PS03 Employee Distribution Additions	No. Enclosed _____	No. Enclosed _____
Form W-4 Withholding	No. Enclosed _____	No. Enclosed _____
Automatic Payroll Deposit Form Authorization	No. Enclosed _____	No. Enclosed _____
PERS Action Form	_____	No. Enclosed _____
Total Gross Payroll Must attach Adding Machine Tape	Total Amount \$ <u>32,640.41</u>	Total Amount \$ <u>49,937.36</u>

The PLEASANT VIEW ELEMENTARY School District hereby orders that payment be made to each of the employees of the district in the amounts indicated as per the following attached schedules and that County Office of Education transfer the amounts from the indicated funds of the district to the Check Clearing Fund in order that checks may be drawn from a single revolving fund (Education Code 42631 & 42634).

Reggie Bayler
 District Authorized Signature

7/21/22
 Date

TCOE Processing

Verify inclusion of number of documents indicated. Verify agreement of adding machine tape to Total Gross Payroll on form. If separate staff members input Certificated and Classified payroll, make copy of this form for other staff member. If any PS01 forms require Personnel Data input, they should be sent to TCOE Personnel for handling. Make copy of form to verify the Final Payroll Register totals before release of Payroll to District.

Date Received by TCOE _____ / _____ / _____

Received & Processed By _____

Modernization Project

Modernization Bid	\$3,617,000.00
Inspection Services	\$125,000.00
Architectural Fees	\$85,000.00
Total Expenses	\$3,827,000.00

Modernization Base Grant	\$1,972,317.67
State Facilities Planning Grant	\$120,000.00
Developer Fees	\$50,000.00
LCAP Carryover	\$420,000.00
ELOP	\$1,000,000.00
Total	\$3,562,317.67

ESSER Project

ESSER Budget	\$1,700,000.00
Learning Loss Emergency Block Grant	\$0.00
Total Budget	\$1,700,000.00

Building	\$1,371,640.00
Architectural/Fees/Testing	\$231,000.00
Site Work	\$950,000.00

Total \$2,552,640.00

District Contribution

-\$264,682.33

District Contribution

-\$852,640.00

-\$1,117,322.33

**FUND RELEASE AUTHORIZATION
SCHOOL FACILITY PROGRAM**

SAB 50-05 (REV 06/17)

GENERAL INFORMATION**(Refer to Title 2, California Code of Regulations, Sections 1859.90 and 1859.91)**

After a School Facility Program (SFP) grant has been funded by the Board, the Office of Public School Construction (OPSC) will release the apportioned funds with the exception of design funds, to the appropriate county treasury once the district has completed and submitted this form to the OPSC. Design funds apportioned pursuant to Section 1859.81(e) will automatically be released to the district within 30 days of the following, whichever occurs last: an Apportionment or submittal by the district of a Grant Agreement pursuant to Section 1859.90.4, with the exception of Preliminary Apportionments.

The following documents must be submitted with this form (as appropriate):

1. Signature page of the contract(s) that meets the requirement for a fund release (Part V and/or VII).
2. Notice(s) to Proceed.
3. For projects for which construction contracts were awarded prior to January 1, 2012, and that require a Labor Compliance Program (LCP) pursuant to Labor Code Section 1771.7:
 - All school district and/or third party provider Department of Industrial Relations approval letters (initial, extension(s) and/or final).
 - Third party contract(s).
 - A written finding that the district has initiated and enforced, or had contracted with a third party to initiate and enforce, an LCP pursuant to Section 1859.97(a).
 - If the district is submitting this form pursuant to Section 1859.90.2 on or after July 1, 2013, and if the district's LCP approval or contract date with an approved third party is subsequent to the construction contract date(s), the district must have submitted an LCP third party's report, pursuant to Section 1859.97(b), at least 60 days prior to submitting this form.
4. For new construction projects that complete Part V attach:
 - Accepted bid documents including additive/deductive alternates.
5. A Grant Agreement for the project signed by an authorized District Representative.

For the purposes of completing this form to obtain a fund release for a Final Charter School Apportionment, a charter school shall be treated as a school district.

For the purposes of completing this form to obtain a fund release for a Final Career Technical Education Facilities Apportionment, a joint powers authority shall be treated as a school district.

SPECIFIC INSTRUCTIONS**Part I. Preliminary Apportionment—Design Only**

Check the boxes if the district has current financial hardship status pursuant to Section 1859.81 and is requesting release of Preliminary Apportionment funds for design, engineering, and other preconstruction project costs. Attach to this form the California Department of Education (CDE) Letter pursuant to Section 1859.149(a)(2).

Part II. Preliminary Charter School Apportionment

Check the boxes if the charter school is requesting a release of a Preliminary Charter School Apportionment for design and/or separate site apportionment pursuant to Section 1859.164.2. Attach to this form the Charter School Agreements.

Part III. Separate Site Apportionment

Check the box, for release of a separate site apportionment provided pursuant to Sections 1859.75.1 or 1859.81.1 or for release of Preliminary Apportionment site only acquisition pursuant to 1859.153(b) or (c).

Part IV. Overcrowding Relief Grant - Advance Site Funds

Check the boxes if the district is requesting an advance release of funds pursuant to Section 1859.184.1.

Part V. New Construction/Modernization/Charter School Rehabilitation

Check the box(es) for release of new construction, modernization or rehabilitation funds and enter the following:

- a. Date of written approval by the Division of the State Architect (DSA).
- b. Enter the percent of the construction the district has under binding contract(s).
- c. Issue date of the Notice to Proceed for the construction phase of the project(s); and,
- d. Award date(s) of the construction contract(s) entered into by the district for this project. (If the space provided is not sufficient for all applicable contract dates, please list all dates on a separate attachment to this form.)

For Final Charter School Apportionment attach to this form the Charter School Agreements if not previously submitted or if since revised.

Part VI. New Construction—Site Acquisition Only

Check the boxes if the district is requesting a separate release of site acquisition funds as part of a new construction project.

Part VII. Joint-Use Projects

Check the boxes if the district is requesting release of joint-use project funds.

Part VIII. Identify District and Joint-Use Partners' Funding Sources

Check the appropriate box(es) that identify the district funding sources that have or will be used for the district's share of the project.

Part IX. Career Technical Education Facilities Projects

Check the appropriate box(es) in Part IX if the district is requesting a release of Career Technical Education Facilities funds.

Part X. Identify District's Construction Delivery Method

Check the appropriate box that identifies the construction delivery method that the district utilized for this project.

Part XI. Submittal of Project Grant Agreement

Check the appropriate box that identifies the timing of the submittal of the signed Grant Agreement for the project.

SCHOOL DISTRICT Pleasant View Elementary	APPLICATION NUMBER 57/72058-00-002
SCHOOL NAME Pleasant View Elementary	FIVE-DIGIT DISTRICT CODE NUMBER (SEE CALIFORNIA PUBLIC SCHOOL DIRECTORY) 72058
COUNTY Tulare	HIGH SCHOOL ATTENDANCE AREA (HSAA) (IF APPLICABLE)

Part I. Preliminary Apportionment—Design Only

- The district certifies it has complied with Section 1859.149(a).
- The district certifies that its applicable matching share has either:
 - been deposited in the County School Facility Fund
 - has already been expended by the district for the project
 - will be expended by the district prior to the Notice of Completion for the project
- The district certifies that it currently has Financial Hardship status under the provisions of Section 1859.81.

- has already been expended by the district for the project
- will be expended by the district prior to the Notice of Completion for the project

Part II. Preliminary Charter School Apportionment

A. Design Only

Pursuant to Section 1859.164.2(a), must be able to check all boxes:

- The Charter School certifies that its applicable matching share has either:
 - been deposited in the County School Facility Fund
 - has already been expended by the Charter School for the project
 - will be expended by the Charter School prior to the Notice of Completion for the project
- The Charter School certifies it has current financial soundness status from the California School Finance Authority.
- The Charter School certifies it has entered into the Charter School Agreements pursuant to Section 1859.164.2.

B. Separate Site Apportionment

Pursuant to Section 1859.164.2(b), must be able to check all boxes:

- Release site acquisition funds. The Charter School certifies the funds are needed to place on deposit in order to secure the site acquisition.
- The Charter School certifies that its applicable matching share has either:
 - been deposited in the County School Facility Fund
 - has already been expended by the Charter School for the project
 - will be expended by the Charter School prior to the Notice of Completion for the project
- The Charter School certifies it has current financial soundness status from the California School Finance Authority.
- The Charter School certifies it has entered into the Charter School Agreements pursuant to Section 1859.164.2.

Part III. Separate Site Apportionment

- RA on additions to existing school sites pursuant to Section 1859.74.4.

Pursuant to Sections 1859.75.1 or 1859.81.1, district must be able to check both boxes:

- Release site acquisition funds. The district certifies the funds are needed to place on deposit in order to secure the site acquisition.
- The district certifies that its applicable matching share has either:
 - been deposited in the County School Facility Fund

Part IV. Overcrowding Relief Grant - Advance Site Funds

Pursuant to Section 1859.184.1, districts that have received Financial Hardship approval that are acquiring sites through condemnation must be able to check all boxes:

- Release site acquisition funds. The district certifies the funds are needed to place on deposit in order to secure the site acquisition.
- The district certifies that its applicable matching share has either:
 - been deposited in the County School Facility Fund
 - has already been expended by the district for the project
 - will be expended by the district prior to the Notice of Completion for the project
- The district certifies that it will produce an order of prejudgment possession once obtained from the court, and prior to any additional fund releases for the project.

Part V. New Construction/Modernization/Charter School Rehabilitation

District/Charter School must be able to check all boxes:

- The district certifies that its applicable matching share has either:
 - been deposited in the County School Facility Fund
 - has already been expended by the district for the project
 - will be expended by the district prior to the Notice of Completion for the project
- The district certifies it has entered into a binding contract(s) for 100 percent of the construction (must be at least 50 percent of the construction included in the plans and specifications applicable to the state funded project), which received written DSA approval on 4/5/2022, and has issued the Notice(s) to Proceed on 7/7/2022 for that contract(s) awarded on 6/23/2022.
 (If the space provided is not sufficient for all applicable contract dates, please list all dates on a separate attachment to this form.)
- If the district certified compliance with Education Code Section 17070.955 on its Application for Funding (Form SAB 50-04) and if it was not previously sent with the Form SAB 50-04, then the district must submit written confirmation from the district's career technical advisory committee indicating that the need for vocational and career technical facilities is being adequately met within the district consistent with Education Code Sections 51224, 51225.3(b), 51228(b), and 52336.1.

The Charter School must also be able to check the following box:

- The Charter School certifies it has entered into the Charter School Agreements pursuant to Section 1859.164.2.

The amount of State funds released for new construction shall be 100 percent of the total SFP New Construction Adjusted Grant, less any site acquisition funds previously released in Part III.

The amount of State funds released for modernization shall be 100 percent of the SFP Modernization Adjusted Grant.

FUND RELEASE AUTHORIZATION**SCHOOL FACILITY PROGRAM**

SAB 50-05 (REV 06/17)

Part VI. New Construction—Site Acquisition Only

District must be able to check both boxes:

- The district certifies it has entered escrow for the site (attach copy of escrow instructions).
- The district certifies that its applicable matching share has either:
- been deposited in the County School Facility Fund
 - has already been expended by the district for the project
 - will be expended by the district prior to the Notice of Completion for the project

The amount of State funds released shall be equal to the additional grant provided for site acquisition.

Part VII. Joint-Use Projects

- The district certifies that the Joint-Use Partners' financial contribution has either:
- been received and deposited in the County School Facility Fund
 - has been received and expended by the district
 - will be received and expended by the district prior to the Notice of Completion for the project
- The district certifies it has entered into a binding contract(s) for _____ percent of the construction (must be at least 50 percent of the construction included in the plans and specifications applicable to the state funded project), and has issued the Notice to Proceed on _____ for that contract signed on _____.

The amount of State funds released for new construction shall be 100 percent of the Joint-Use Grant.

Part VIII. Identify District and Joint-Use Partners' Funding Sources

- Available bond funds such as general obligation, or Mello-Roos.
- Available developer fees, proceeds from the sale of surplus property, or federal grants.
- Other funds available (identify)
- Funds already expended by the district for the project.
- Funds already expended by the Joint-Use Partners for the project.
- Future revenue sources to be used for the project (identify)

Part IX. Career Technical Education Facilities Projects

- The district certifies that its applicable matching share has either:
- been deposited in the County School Facility Fund
 - has already been expended by the district for the project
 - will be expended by the district prior to the Notice of Completion for the project
- If the district requested a loan for its matching share pursuant to Section 1859.194, the district certifies that it has entered into a loan agreement with the State.

Part X. Identify District's Construction Delivery Method


- Design-Bid-Build
- Design-Build
- Developer Built
- Lease Lease-Back
- Energy Performance Contract
- This project includes or will include piggyback contract(s), as defined in Section 1859.2
- Other: _____

Part XI. Signed Grant Agreement

- The district has already submitted the signed Grant Agreement for this project.
- The signed Grant Agreement for this project accompanies this Form.

I certify, as the District Representative, that the information reported on this form is true and correct and that:

- I am an authorized representative of the district as authorized by the governing board of the district; and
- The site where buildings will be modernized or rehabilitated must comply with Education Code Sections 17212, 17212.5, and 17213; and,
- The grant amount provided by the State, combined with local matching funds or the Joint-Use Partner's financial contribution, are sufficient to complete the school construction project, unless the request is for a separate site and/or design apportionment; and,
- The district has or will comply with the Public Contract Code regarding all laws governing the use of force account labor; and,
- This project for which the grant amount is provided complies with Education Code Sections 17070.50 and 17072.30; and,
- The district shall certify at the time of a fund release for the project that it complies with Section 1859.90.4.
- This form is an exact duplicate (verbatim) of the form provided by the Office of Public School Construction (OPSC). In the event a conflict should exist, then the language in the OPSC form will prevail; and,
- If required by Labor Code Section 1771.7, the district has initiated and enforced an LCP that has been approved by the DIR.
- If required by Labor Code Section 1771.3(a) in effect on January 1, 2012 through June 19, 2014, DIR has or will perform the required Prevailing Wage Monitoring and Enforcement for the project, or the requirement is waived pursuant to Labor Code Section 1771.3(b) in effect on January 1, 2012 through June 19, 2014. The district understands that if it fails to meet this requirement, it will be required to repay all state bond funds received including interest.

SIGNATURE OF DISTRICT OR JPA REPRESENTATIVE 	DATE 7/7/2022
NAME OF DISTRICT OR JPA REPRESENTATIVE (PRINT) Mark Odsather	TITLE Superintendent
EMAIL ADDRESS marko@pleasant-view.k12.ca.us	TELEPHONE NUMBER (559) 784-6769

CONSTRUCTION INSPECTOR CONTRACT

Pleasant View Elementary School District

This Construction Inspector Contract ("Contract") is made as of _____

(07/01/2022) by and between the _____
Pleasant View Elementary School District ("Owner"), on the one hand, and Am-
Tech Inspection Services, LLC, a California limited liability company
("Inspector"), on the other hand, in connection with the following underlying
premises:

RECITALS

A. Owner has awarded a contract for a public works Project ("Project")
described as follows: One New Relocatable Wing at Pleasant View Elementary School

_____.

B. The Project is located at the following location: _____
_____ 18900 Ave 145 Poplar CA 93257.

C. Owner will require the services of an inspector pursuant to the
requirements of Title 21 and/or 24 of the California Code of Regulations during the
period of construction of the Project.

D. Inspector has been approved by both the Department of General
Services and the Project architect or engineer.

E. Inspector warrants and represents that it is competent to perform the
duties and responsibilities required by this Contract.

CONTRACT

NOW, THEREFORE, in consideration of the recited premises underlying this
Contract and the bargained for exchange of promises made a part of this Contract
and other valuable consideration, the receipt and adequacy of which are
acknowledged by each of the parties to this Contract, the parties agree as follows:

1. Recitals. The Recitals set forth (above) are true and correct.

2. Duties of Inspector. Inspector shall represent Owner as the Inspector of Record for the Project. Inspector shall observe construction operations of the general contractor and subcontractors to better insure that the work is constructed and completed in conformity with the plans, drawings, and specifications approved and adopted by Owner, and shall perform these duties under and pursuant to Title 21 and/or Title 24 of the California Code of Regulations. Inspector may employ or contract with other qualified and approved inspectors to provide the services required by this Contract as permitted under Title 21 and/or Title 24.

2.1 Title 24, Part 1, Sections 4-333 and 4-342. Inspector shall perform specific duties in accordance with Title 24, Part 1, Sections 4-333 and 4-342. The Inspector shall act under the direction of the Design Professional in General Responsible charge and shall be subject to supervision by the California Division of the State Architect (“DSA”).

2.2 **Prohibited Conduct.**

2.2.1 INSPECTOR DOES NOT HAVE THE AUTHORITY, UNDER TITLE 24, TO DIRECT THE CONTRACTOR OR ITS SUBCONTRACTORS IN THE EXECUTION OF THE WORK COMPRISING THE PROJECT, NOR TO STOP THE WORK OF CONSTRUCTION.

2.2.2 Inspector is prohibited from performing functions associated with actual construction work such as the following:

- Performing construction work without the prior written consent of Owner pursuant to a separate written Contract.
- Ordering or purchasing materials to be incorporated into the work of construction.
- Directing the work of the contractor, subcontractor(s), volunteer labor, or any entity performing construction work
- Coordinating or scheduling the work of construction
- Performing “quality control” of construction. Quality control shall be the responsibility of the contractor.

Quality assurance shall be the responsibility of the Inspector.

2.2.3 Inspector shall not order or purchase materials to be incorporated into the work of the construction.

2.3 General Responsibilities.

2.3.1 Inspector shall have a thorough understanding of all requirements of the construction documents.

2.3.2 Inspector shall inspect all portions of the construction for compliance with the requirements of DSA approved construction documents.

2.3.3. Inspector shall identify, document and report deviations in the construction from the requirements of the DSA approved construction documents to the Design Professional in General Responsible Charge, DSA and/or Owner as appropriate.

2.3.4 Inspector shall submit verified reports (DSA Form 6-PI and substantial equivalent). At the conclusion of the Project, Inspector shall note any outstanding deviations (on form DSA 6-PI or substantial equivalent).

2.4 Code-Prescribed Duties.

2.4.1 Inspector's Job File. Inspector must maintain the following records at the job site during construction in an organized and readily accessible manner:

- DSA approved (stamped and initialed) plans and specifications (printed copy).
- DSA approved testing and inspection list (on form DSA 103 or substantive equivalent). Form DSA 103 (or its substantive equivalent) may be incorporated into drawings or specifications.
- Deferred submittals as required by DSA approved plans (printed copy).
- Project addenda and change orders.
- Construction change documents with a log of all construction changes

- Copies of contractor submittals (construction schedules, shop drawings, certificates, product labels, concrete trip tickets, etc.)
- Communication log referencing all Project construction related communications, such as contractor's requests for information ("RFI") and architect's supplemental instructions, and Project related meeting minutes and/or notes
- Deviation notices with a log (summary record) including resolution status for each deviation
- Evidence of continuous inspection, such as daily inspection reports
- Materials testing and special inspection reports
- Completed semi-monthly reports (using DSA Form 155 or substantive equivalent)
- DSA field trip notes from prior visits with copies provided to the design professional in responsible charge and attachments indicating resolution of each field trip note item requiring action
- California Building Standards Codes (Title 24): Part 1 (Administrative Code); Part 2, Volumes 1 and 2 (Building Code); Part 3 (Electrical Code); Part 4 (Mechanical Code); Part 5 (Plumbing Code); Part 6 (Energy Code).

2.4.2 Inspector's Comprehension of Construction Documents.

Inspector must study and comprehend the requirements of the construction documents in order to provide competent inspection of the work. Inspector shall possess a thorough understanding of the requirements of the plans and specifications before that portion of the work is performed.

2.4.2.1 Inspector shall consult the responsible design professional(s) to resolve any uncertainties in the Inspector's comprehension of the plans and specifications prior to construction of that portion of the work.

2.4.2.2. Inspector shall review requirements for each phase of the construction with the contractor prior to commencing that phase of the work.

2.4.2.3 Inspector shall identify non-compliant work as the construction progresses to facilitate corrective action and issue Deviation Notices as permitted by law consistent with Section 2.4.5, below.

2.4.2.4 Inspection shall verify code-compliant implementation of the materials testing and special inspection program.

2.4.2.5 Preparation and Communication of RFI's.

Nothing in this Contract shall be interpreted to impose on Inspector the responsibility for document interpretation assigned to the Design Professional in General Responsible Charge as a matter of law. Title 24, Part 1, Section 4-343, specifies that the contractor—not the Inspector—must direct inquiries regarding document interpretation (including Requests for Information or RFI's) to the Design Professional in General Responsible Charge, through the inspector. Owner shall require its contractor(s) and subcontractors, in writing, to involve the Inspector in the interpretation and clarification of the construction documents.

2.4.3 Continuous Inspection of the Work. Inspector shall effectively complete and timely inspection of every material portion of the work of construction. Inspector shall provide timely verbal notification to the contractor of any deviation, so that the deviation can be immediately corrected. Subsequent to a verbal notice in the case of serious or major deviations, all notices shall be in writing and brought to the attention of the Design Professional in General Responsible Charge, DSA and the Owner, as necessary, to secure correction in a timely manner.

2.4.4 Records of Inspection. Inspector shall maintain detailed records of all inspections performed by Inspector. Inspector's records shall provide comprehensive and timely documentation of the inspected work, identifying all compliant and non-compliant construction. These records shall be readily accessible and maintained in an organized manner. Inspector shall maintain the following on the job site:

- A systematic record of all materials and assemblies delivered to the Project site
- A systematic record of the inspection of the work of construction required by the construction documents. Inspector shall record the resolution of reported deviations on DSA form DSA 154 (or substantive equivalent)
- Construction procedure records per Title 24, Part 1, Section 4-342, including concrete placement operations, welding operations, pile penetration blow counts, and other records specified on the approved construction documents

2.4.5 Communications Required of Inspector. Inspector shall, during the course of construction, provide specific code-prescribed notices and reports to the responsible design professional(s), DSA, Owner, and the contractor. Inspector shall maintain records of communications. These records shall be accessible and maintained in an organized manner. The date and recipients of communications shall be indicated. Inspector shall provide the following communications during the course of construction of the work:

- **Notifications to DSA:** In compliance with Title 24, Part 1, Section 4-342(b)5, those notices contemplated by DSA Form DSA 151 including start of work, minimum 48 hours prior to completion of foundation trenches, minimum 48 hours prior to first concrete placement, and when work is suspended for more than one month. Email is acceptable.
- **Semi-Monthly Reports:** Inspector shall make semi-monthly reports (on the 1st and 16th of each month) on the progress of construction. The semi-monthly report shall be completed on DSA Form DSA 155 (or substantive equivalent) and submitted to the Design Professional in General Responsible Charge and the structural engineer; a copy shall be sent to DSA and the Owner.
- **Deviation Notices:** When Inspector identifies deviations from the DSA approved plans and specifications, Inspector shall verbally notify the contractor. If the deviation is not immediately corrected, Inspector shall issue a written notice of deviation using DSA Form 154 (or substantive equivalent) to the contractor, with a copy to the responsible design professional(s), Owner of the Project and DSA. The status and resolution of all deviations shall be documented on semi-monthly reports.
- **Record of Communications to the Responsible Design Professional(s):**

All uncertainties in the inspector's or contractor's comprehension of the documents must be reported in writing to the responsible design professional(s).
- **Reporting for Projects with Work Stoppage:** In cases where DSA issues a Stop Work Order, Order to Comply or a request for district/owner to stop work, Inspector shall provide additional reporting and/or oversight of

construction related to a documented non-compliant condition that is the cause of work stoppage if requested by DSA.

- **Verified Reports:** Inspector shall submit verified reports on DSA Form DSA 6-PI (or substantive equivalent) directly to DSA (with copies to the responsible design professional(s) and the Owner) upon any of the following
 - Work on the Project is suspended for a period of more than one month
 - Services of the Inspector are terminated for any reason prior to completion of the Project and such termination is not a result of work stoppage
 - DSA requests a verified report
 - At the time of occupancy of any building which is a part of the Project prior to completion of the entire DSA approved scope of work.
 - The entire Project is substantially complete

2.4.6 Inspector's Monitoring of the Materials Testing and Special Inspection Program. Inspector shall be responsible, under the direction of the Design Professional in General Responsible Charge, for monitoring the work of the laboratory of record ("LOR") any special inspectors hired directly by the Owner to ensure that all materials testing and special inspections required for the Project are satisfactorily completed in accordance with the DSA approved documents. Inspector shall monitor the following aspects of the structural testing and special inspection program:

- When DSA approval for special inspectors is required for special inspectors employed by the Owner, Inspector shall identify and report any special inspectors on the job site that are not DSA approved
- Inspector shall verify that the LOR is included on the List of DSA Accepted Testing Laboratories on the DSA website
- Inspector shall verify that the LOR and special inspectors have received advance notification to perform required material sampling or special inspection
- Inspector shall verify that required material sampling and special inspections have been performed. Inspector shall observe the presence on-site of special inspectors, if any, as well as the performance of their duties, the special

inspector's documentation of complying and non-complying work, and their issuance of deviation notices

- Inspector shall review materials test and special inspection reports. Inspector shall report on semi-monthly reports (DSA Form DSA 155 or substantive equivalent) the status and resolution of deviations reported by any LOR or special inspector.

2.4.7 Monitoring of Assistant Inspectors. Inspector shall provide technical guidance to assistant inspectors, if any, and shall verify the assistant inspectors' comprehension of the construction documents. Inspector shall monitor the assistant inspectors' performance, verifying that the assistant inspectors are properly checking the construction, recording inspections, and performing other assigned duties.

3. **Independent Contractor Status of Inspector.** It is the intent of the parties that Inspector is hired as an independent contractor and not as an agent or employee of Owner. Nothing in this Contract shall be construed to mean that Owner retains any control over the manner and means of how Inspector carries out Inspector's duties and responsibilities under this Contract, but only as to the results of the work.

4. **Compensation for Inspection Services.**

4.1 **Base Compensation.** Owner shall pay to Inspector for and on account of services performed under this Contract the contract compensation rate(s) set forth on Exhibit "A" attached to and made a part of this Contract by this reference. The Inspector's Daily Report shall include a log of time spent by Inspector in the performance of its duties under this Contract. It is understood that no deductions will be made from payments to Inspector on account of withholding for income tax, Social Security, health insurance, retirement, or any other benefits applicable to employees of Owner, nor shall Inspector be entitled to any payment of any expenses unless expressly provided in this Contract or authorized, in writing, by Owner outside of this Contract.

4.2 **Billing.** Inspector shall submit a monthly itemized statement for inspection services to Owner on or before the 20th calendar day of each month. Payment will be due by the 15th calendar day of the following month. The itemized statement shall reflect the hours spent per workday by Inspector in performing its duties under this Contract.

4.3 **Charges for Inspection Services Appurtenant to Non-Conforming Work of Contractor or its Subcontractors.** If any portion of Inspector's work or the charges for Inspector's work arises from the failure of the contractor or any of the subcontractors to comply with the requirements of the Project plans, drawings, or specifications, Inspector's time and charges relating to this non-conforming work shall be separately reported to Owner together with sufficient backup documentation or detail as required to permit Owner to submit a back-charge to the contractor for such services and/or charges.

5. **Insurance.** Owner may require Inspector, prior to execution of this Contract, to possess and maintain during this Contract, policies of insurance satisfactory to Owner for general liability and Worker's Compensation, if applicable, and to name Owner as an additional insured on these policies. The rate for services specified in Section 4, above, and on Exhibit "A" to this Contract, does not reflect a requirement for Inspector to carry errors and omissions insurance. Should Owner require such insurance, in which Owner would be named as additional insured, the rate specified on Exhibit "A" to this Contract shall be increased by the sum set forth on Exhibit "B" also attached to and made a part of this Contract by this reference.

6. **Term.** The term of this Contract shall be for the period of construction of the Project which shall terminate when (1) the notice of completion is filed with the County Recorder or (2) the contractor(s) has completed all of the requirements of the contract documents, whichever occurs last.

7. **Termination.** Either party may terminate this Contract for cause in the event the other party commits a material breach of a material term of the Contract which is not cured within seven (7) days after receiving written notice of such breach. In addition, Owner may terminate the Contract without cause on fifteen (15) days prior written notice.

8. Indemnification.

Each party (Inspector and Owner) shall defend and indemnify and hold the other party, its officers, agents or employees harmless from and against any and all liability, loss, expense, attorney's fees, or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the indemnifying party, its officers, agents, or employees.

9. General Provisions.

9.1 Amendment. This Contract may be amended at any time by the mutual written agreement of the parties. All amendments, changes, revisions and discharges of this Contract, in whole or in part, and from time to time, shall be binding upon the parties despite any lack of legal consideration, so long as the same shall be in writing and executed by the parties hereto.

9.2 Attorneys' Fees. If any party to this Contract shall bring any action for any relief against the other party, declaratory or otherwise, arising out of this Contract, the losing party shall pay to the prevailing party a reasonable sum for attorney fees incurred in bringing such suit and/or enforcing any judgment granted therein, all of which shall be deemed to have accrued upon the commencement of such action and shall be paid whether or not such action is prosecuted to judgment. Any judgment or order entered in such action shall contain a specific provision providing for the recovery of attorney fees and costs incurred in enforcing such judgment. For the purpose of this action, attorney fees shall include, without limitation, fees incurred in the following: (1) post-judgment motions; (2) contempt proceedings; (3) garnishment, levy, and debtor and third party examinations; (4) discovery; and (5) bankruptcy litigation.

9.3 Choice of Law. This Contract shall be governed by the laws of the State of California.

9.4 Counterparts. This Contract may be executed in counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same instrument.

9.5 Entire Contract. This Contract contains the entire Contract between the parties respecting the subject matter of this Contract and supersedes all prior understandings and agreements, whether oral or in writing, between the parties respecting the subject matter of this Contract but shall not be construed to exclude all applicable provisions of the DSA approved Project plans and specifications appurtenant to the Project which is the premise for this Contract.

9.6 Full Performance Required. Performance of any duty imposed on either party by this Contract is conditioned on the other party's full performance of all duties imposed on it in this Contract.

9.7 Further Acts. Each party hereby agrees that it shall, upon request of the other, execute and deliver such further documents (in form and substance reasonably acceptable to the party to be charged) and do such other acts and things as are reasonably necessary and appropriate to effectuate the terms and conditions of this Contract.

9.8 Legal Advice; Neutral Interpretation; Heading. Each party has received independent legal advice from its attorneys with respect to the advisability of executing this Contract and the meaning of the provisions hereof. The provisions of this Contract shall be construed as to their fair meaning, and not for or against any party based upon any attribution to such party as the source of the language in question. Headings used in this Contract are for convenience of reference only and shall not be used in construing this Contract.

9.9 Manner of Giving Notice. All notices and demands which either party is required or desires to give to the other shall be given in writing by United States registered or certified mail, return receipt requested, by personal delivery, by telegram or by express courier service to the address set forth below for the respective party, provided that if any party gives notice of a change of name or address, notices to that party shall thereafter be given as demanded in that notice. All notices and demands given by mail shall be effective on the second business day after mailing; all notices and demands otherwise given as provided above shall be effective upon receipt by the party to whom notice or a demand is being given.

To Owner:

With copies to:

Supervisor
Pleasant View Elementary
14004 Road 184
Pacifica CA 93257

To Inspector:

With copies to:

9.10 Severability. If any term, covenant, condition or provision of this Contract, or the application thereof to any person or circumstance, shall to any extent be held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, covenants, conditions or provisions of this Contract, or the application thereof to any person or circumstance, shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

9.11 Successors and Assigns. This Contract shall be binding upon and shall inure to the benefit of the successors and assigns of the parties to this Contract.

9.12 Time of the Essence. Time shall be of the essence as to all dates and times of performance, whether contained herein or contained in any escrow instructions to be executed pursuant to this Contract, and all escrow instructions shall contain a provision to this effect.

9.13 Prevailing Wage Requirements. Inspector is advised and agrees that prevailing wage requirements apply to this Contract and on the Project. Inspector agrees to pay each employee, if any, engaged in work on the Project, as appropriate, not less than the general prevailing rate of per diem wages determined by the Director of the California Department of Industrial Relations.

9.14 Contract Interpretation. Should this Contract be attached to and made a part of a master agreement as an exhibit or otherwise incorporated into a master agreement by reference, all terms defined by this Contract shall have the meanings ascribed to such terms by this Contract and all conflicts of terms and/or provisions, if any, shall be interpreted and enforced in a manner wholly consistent with the terms and conditions of this Contract.

The parties have executed this Contract at Pasadena
(insert city), Tulare County, California.

“Owner”

“Inspector”

By 

By _____

Its _____

Its _____

EXHIBIT "A"

Attached to and made a part of Inspector of Record Contract

The Contract compensation rate shall be the sum of \$ 8,300.00 for site inspection and \$7,800.00 for In-plant inspection _____ per [hour] [day] [month].

"Owner"

"Inspector"

By 

By _____

Its _____

Its _____

EXHIBIT "B"

Attached to and made a part of Inspector of Record Contract

If initialed below, Owner agrees to pay Inspector an additional sum of \$ _____
_____ per [hour] [day] [month] (*circle one*) in consideration of
Owner's requirement that it be named as an additional insured on one or more of
Inspector's policies of insurance.

"Owner"

"Inspector"

By _____

By _____

Its _____

Its _____

MANGINI

ARCHITECTURE
INGENUITY

McLAIN BARENG MORRELLI SCOTT

MANGINI ASSOCIATES INC.
4320 West Mineral King Avenue
Visalia, California 93291

www.mangini.us
(559) 627-0530 *Office*
(559) 627-1926 *Fax*

Architect's Project No.: 2207

**AGREEMENT BETWEEN
OWNER AND ARCHITECT FOR**

**NEW E.L.O.P. MODULAR BUILDING AT
PLEASANT VIEW ELEMENTARY SCHOOL**

AGREEMENT made as of August 4, 2022

BETWEEN the **Owner** (hereafter referred to as Owner):

PLEASANT VIEW ELEMENTARY SCHOOL DISTRICT
14004 Road 184
Porterville, CA 93257

and the **Architect** (hereafter referred to as Architect):

MANGINI ASSOCIATES INC.
4320 W. Mineral King Avenue
Visalia, CA 93291

For the following **Project**:

NEW E.L.O.P. MODULAR BUILDING AT PLEASANT VIEW ELEMENTARY SCHOOL
18900 Ave 145
Poplar, CA 93258

The Owner and the Architect agree as follows:

ARTICLE 1 - INITIAL INFORMATION

1.1 This Agreement is based on the Initial Information set forth in this Article 1.

1.2 THE PROJECT'S PHYSICAL CHARACTERISTICS

1.2.1 A single-story modular building with an approximate floor area of 4,320 square feet and related on-site improvements at Pleasant View Elementary School in Poplar, California.

1.2.2 The modular building shall be provided by the Owner under a separate Owner/Manufacturer Piggyback contract.

1.3 FINANCIAL INFORMATION

1.3.1 The Owner's budget for the Project is \$2,545,300 based on the Architect's preliminary Project Budget Summary dated 8/4/2022.

1.3.2 The initial Cost of the Work for the Project as defined in Section 6.1 is based on \$705,200.

1.3.3 The Owner will fund the Project through ESSER, Expanded Learning Opportunity Program funds and/or local funds.

1.4 SCHEDULE INFORMATION

1.4.1 The Owner intends to use the Project when completed.

1.5 PROCUREMENT INFORMATION

1.5.1 The Owner intends to procure the project by contracting with a single general contract based on a single lump sum open bid.

1.6 OTHER PROJECT INFORMATION

1.6.1 The Owner and the Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services, and the Architect's compensation.

ARTICLE 2 - ARCHITECT'S RESPONSIBILITIES

2.1 The Architect shall provide the professional services as set forth in this Agreement.

2.2 In providing services under this agreement, the Architect shall exercise that degree of professional skill and care ordinarily used by other reputable architects, practicing in the same or similar locality and under similar circumstances. Nothing in this agreement shall be interpreted to require Architect to meet any higher standard or have any obligation in excess of what is required by said standard and this paragraph shall control over any such contrary provision.

2.3 COMPLIANCE WITH LAW

2.3.1 The Architect shall use due professional care to provide services in accordance with applicable Federal, State, and local laws, regulations and directives.

2.3.2 With respect to Architect's employees, Architect shall comply with all laws and regulations pertaining to wages and hours, state and federal income tax, unemployment insurance, Social Security, disability insurance, workers' compensation insurance, and discrimination in employment.

2.3.3 The Architect shall be properly licensed as an architect under the laws of the State of California during the term of this Agreement and shall be qualified to provide the services required by the Owner pursuant to this Agreement.

ARTICLE 3 - SCOPE OF ARCHITECT'S BASIC SERVICES

3.1 BASIC SERVICES

3.1.1 The Architect's Basic Services consist of those described in Article 3, and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in Article 3 are Additional Services.

3.1.2 The Architect represents that the Architect's drawings and specifications shall comply with the California Building Code and shall be submitted to the Division of the State Architect (DSA) and the California Department of Education (CDE) as required. The Architect shall assist the Owner and its consultants to apply for funding for the Project from OPSC and the Architect shall be responsible for all submittals required of the Architect by the DSA, OPSC and CDE in connection therewith.

3.1.3 The Architect shall mutually coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information. Upon the Owner's reasonable request, the Architect and the Architect's consultants shall cooperate with the Owner and the Owner's consultants in verifying that the Architect's plans, specifications, studies, drawings, estimates or other documents relating to the Project are constructible and otherwise comply with the Construction Documents. The Architect has no duty to discover errors, omissions or inconsistencies in the services provided by the Owner, the Owner's consultants or others.

3.1.4 The Architect shall not be liable for claims resulting from an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made without the Architect's approval.

3.1.5 The Architect shall, at appropriate times, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services.

3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for approval of governmental authorities having jurisdiction over the Project. The Architect shall be responsible for any design submittals which are required by said governmental authorities in connection with the Owner's filing of such documents.

3.2 SCHEMATIC DESIGN PHASE SERVICES

3.2.1 The Architect shall review the program and all other information furnished by the Owner to ascertain the requirements of the Project, and shall review the laws, codes, and regulations applicable to the Architect's services and shall arrive at a mutual understanding of such requirements with the Owner.

3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule and budget for the Cost of the Work, Project site, and the proposed procurement or delivery method and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall promptly notify the Owner in writing of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project that may reduce the cost of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

3.2.4 Based on the Projects' requirements agreed upon with the Owner, the Architect shall prepare and present for Owner's approval a preliminary design illustrating the scale and relationship of Project components.

3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents, including a site plan, if appropriate, and preliminary building plans, sections, and elevations; and may include some combination of study models, perspective sketches, or digital modeling. Preliminary selections of major building systems and construction material shall be noted on the drawings or described in writing.

3.2.6 The Architect shall submit to the Owner a preliminary Statement of the Probable Cost of the Work prepared in accordance with Section 6.3 and a written schedule for the performance of the Work.

3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request Owner's approval. If Owner incorporates any recommended changes, then Architect shall revise the Schematic Design Documents, including but not limited to the written statement of Probable Cost of the Work and written schedule for the performance of work, as necessary until Owner's governing board approves them. Architect shall attend, and present at, as many meetings of the Owner's governing board as may be necessary to obtain the board's approval of the Schematic Design Documents.

3.3 DESIGN DEVELOPMENT PHASE SERVICES

3.3.1. Following the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's review and approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including but not limited to site and floor plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and shall outline the specifications of the entire Project as to kind and quality of materials, and other elements as may be appropriate.

3.3.2. The Architect shall update the Statement of Probable Cost of the Work.

3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the Statement of Probable Cost of the Work, and request Owner's approval.

3.3.4 The Architect shall provide at no expense to the Owner one complete set of preliminary plans for the review and approval of the Owner and one set for each public agency having approval authority over such plans for their review and approval at no expense to the Owner.

3.4 CONSTRUCTION DOCUMENTS PHASE SERVICES

3.4.1 Following the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe further development of the approved Design Development Documents and shall consist of customary working drawings and specifications setting forth in detail sufficient for construction of the Work to be done and the materials, workmanship, finishes and equipment required for the architectural, structural, mechanical, electrical system, and other requirements for the construction of the Work. The Owner and the Architect acknowledge that in order to construct

the Work the Contractor will provide additional information, including shop drawings, product data, samples, and other submittals, which the Architect shall review in accordance with Section 3.6.4.

3.4.2 The Architect shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project.

3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) bidding and procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary, and other Conditions). The Architect shall also compile a project manual, which manual shall be subject to the Owner's review and approval, that includes the Conditions of the Contract for Construction and specifications that may include bidding requirements and sample forms.

3.4.4 The Architect shall update the Statement of Probable Cost of the Work.

3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the Statement of Probable Cost of the Work, take any action required under Section 6.5, and request Owner's approval.

3.5 AGENCY APPROVAL PHASE SERVICES

3.5.1 The Architect will submit the Construction Documents to DSA and local jurisdictions as may be required and make the necessary corrections to secure approval. The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for approval with CDE, OPSC, and other governmental authorities having jurisdiction over the Project.

3.6 BIDDING PHASE OR NEGOTIATION PHASE SERVICES

3.6.1 Following DSA and the Owner's written approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or proposals, as the owner shall direct; (2) confirming responsiveness of bids or proposals; (3) determining successful bid or proposal, if any; and (4) awarding and preparing contracts for construction.

3.6.1.2 If, in the Owner's discretion, the Owner will seek total or partial State funding for this Project, then if so requested by the Owner the Architect shall, in addition to the above, publish the invitation to bid in the appropriate regional trade papers and publications devoted to Disabled Veteran Business Enterprises. If so requested by the Owner, the Architect shall also prepare and submit the appropriate documentation to the OPSC.

3.6.1.3 If the Owner decides to seek competitive bids for construction of the Project, then Section 3.6.2 and following shall apply to Architect's services under the "Bidding Phase or Proposal Phase" of said services. However, if the Owner decides to seek proposals for construction of the Project, then Section 3.6.3 and following shall apply to Architect's services under the "Bidding Phase or Proposal Phase" of said services.

3.6.2 Competitive Bidding

3.6.2.1 Bidding Documents consist of bidding requirements and proposed Contract Documents.

3.6.2.2 The Architect shall assist the Owner in bidding the Project by (1) procuring the reproduction of Bidding Documents for distribution to prospective bidders; (2) distributing Bidding Documents to prospective bidders, requesting their return upon completion of the bidding process, and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective bidders; (3) organizing and conducting a pre-bid conference for prospective bidders; (4) preparing responses to questions from prospective bidders and

providing clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda; and (5) organizing and conducting the opening of the bids, and subsequently documenting and distributing bid results, as directed by the Owner.

3.6.2.3 The Architect shall consider requests for substitutions, if the Bidding Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective bidders.

3.6.3 Proposals

3.6.3.1 Proposal Documents consist of proposal requirements and proposed Contract Documents.

3.6.3.2 The Architect shall assist the Owner by (1) procuring the reproduction of Proposal Documents for distribution to prospective contractors, and requesting their return upon completion of the negotiation process; (2) organizing and participating in selection interviews with prospective contractors; and (3) participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

3.7 CONSTRUCTION PHASE SERVICES

3.7.1 General

3.7.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as forth below and in the General Conditions of the Contract for Construction. In the event of conflicts between this Agreement and the General Conditions of the Contract for Construction, this Agreement shall govern with respect to Architect's responsibilities. Duties, responsibilities and limitations of authority of the Architect shall not be restricted, modified or extended without written agreement of the Owner and Architect.

3.7.1.2 All instructions to the Contractor shall be forwarded through the Architect. The Architect shall timely provide Owner with copies of all correspondence between the Architect and the Contractor. The Architect shall advise, consult with, and serve as the Owner's representative in the general administration of the Contract for Construction and in the Owner's dealings with the Contractor, however, the Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility under the Contract for Construction. The Architect shall not be responsible for the Contractor's failure to perform the Work in accordance with the Contract Documents, unless such failure is caused by Architect's negligent acts or omissions in breach of this Agreement, the applicable standard of care, or law. The Architect shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor, or of any other persons performing portions of the Work.

3.7.1.3 Subject to Section 4.3, the Architect's responsibility to provide Construction Phase Services shall commence on the date stated in the official Notice to Proceed and, solely for purposes of payment of the Architect, shall be deemed complete upon the Owner's written approval of the Architect's final Certificate for Payment to the Contractor, provided that such certification and payment shall not constitute an admission by Architect or Owner that the Project has been completed in accordance with the Contract Documents or in conformance with this Agreement.

3.7.2 Evaluations of the Work

3.7.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, both as the Architect deems necessary and as required by the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed will be in accordance with the Contract Documents. On the basis of the site visits, the Architect shall keep the Owner promptly informed of the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent

construction schedule submitted by the Contractor, (2) defects and deficiencies observed in the Work, and (3) any default by the Contractor in the orderly and timely prosecution of the Project.

3.7.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. The Architect shall also recommend substitution of materials or equipment when, in the Architect's reasonable judgment, such action is necessary to the accomplishment of the intent and purpose of the Contract Documents. Such actions as are described in this paragraph shall be taken with reasonable promptness. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons performing portions of the Work.

3.7.2.3 The Architect shall also make such regular reports as shall be required by agencies having jurisdiction over the Project and keep the Owner informed in writing of the progress of the Project.

3.7.2.4 The Architect shall provide advice to the Owner on apparent deficiencies in construction during the construction phase.

3.7.2.5 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness. The Owner will be the final interpreter of the requirements of the Contract Documents and the judge of the performance thereunder by the Contractor. The Owner shall not disregard the Architect's interpretation without good cause.

3.7.2.6 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for the results of interpretations or decisions rendered in good faith.

3.7.2.7 The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

3.7.3 Certificates of Payment to Contractor

3.7.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certifications in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's observations at the site as provided in Section 3.7.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Notice of Completion, (2) to results of subsequent tests and inspections, (3) to minor deviations from the Contract Documents correctable prior to completion, and (4) to specific qualifications expressed by the Architect.

3.7.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work beyond the scope required by Section 3.7.2, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

3.7.4 Submittals

3.7.4.1 The Architect shall timely review and take appropriate action upon Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action shall be taken with such reasonable promptness as to cause no delay in the Work or in the construction of the Owner or of separate contractors, while allowing sufficient time to permit adequate review.

3.7.4.2 Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities or for substantiating instructions for installation or performance of equipment or systems which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions, or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's review of a specific item shall not indicate approval of an assembly of which the item is a component.

3.7.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review shop drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon such the accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

3.7.4.4 Subject to the provisions of Section 4.3, the Architect shall timely review and respond to requests for information about the Contract Documents. The Architect shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that includes the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within the time frames agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

3.7.5 Changes in the Work

3.7.5.1 The Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involving an adjustment in the Contract Sum or an extension of the Contract Time.

3.7.5.2 The Architect shall prepare change orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

3.7.6 Project Completion

3.7.6.1 The Architect shall conduct reviews to determine the date of Notice of Completion; receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties, guaranties, instruction books, diagram, chart, and related documents required by the Contract Documents and assembled by the Contractor; and shall issue a final Certificate for Payment based upon a final review indicating the Work complies with the requirements of the Contract Documents.

3.7.6.2 The Architect's reviews shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

3.7.6.3 When the Work is found to be substantially complete, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid to the Contract, including the amount to be retained from the Contract Sum,

if any, for final completion or correction of the Work. The Architect shall also forward to the Owner warranties, operation and maintenance manuals, record drawings and other closeout documents prepared by the Contractor.

3.7.7 Evaluation of Claims

3.7.7.1 Notwithstanding anything else in this Agreement, as a part of its Basic Services, the Architect shall assist the Owner in evaluating and responding to claims, disputes and other matters in question between the Contractor and the Owner, including but not limited to claims made against the Owner as a result of alleged or claimed wrongful acts or omissions, and shall in all instances provide such truthful testimonial assistance as may be required by the Owner.

ARTICLE 4 - ADDITIONAL SERVICES

4.1 The Additional Services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Additional Services only if authorized or confirmed in writing by the Owner prior to such services being rendered. Compensation for Additional Services shall be as provided in Section 11.3, in addition to compensation for Basic Services.

4.2 Additional Services may be provided after execution of this agreement, without invalidating the Agreement, provided that such Additional Services are approved by Owner prior to such services being rendered. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Article 4 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

4.2.1 Upon recognizing the need to perform Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide Additional Services until the Architect receives the Owner's written authorization.

4.3 Additional Services

4.3.1 Services necessitated by a material change in the initial information, previous instructions or approvals given by the Owner, or a material change in the Project, including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method.

4.3.2 Services necessitated by concealed or unknown conditions encountered during the progress of the Work.

4.3.3 Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws, or regulations or official interpretations subsequent to Owner's approval of the Contract Documents.

4.3.4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner.

4.3.5 Services necessitated by the Owner's request for extensive environmentally responsible design alternatives, such as unique systems designs, in-depth material research, energy modeling, LEED or CHPS certification, or DSA HPI approved unless such alternatives were requested prior to the effective date of this Agreement.

4.3.6 Providing financial feasibility or other special studies.

4.3.7 Providing special surveys, environmental studies and submissions required for approval of governmental authorities having jurisdiction over the Project, other than those identified in Article 3.

4.3.8 Providing services relative to future facilities, systems or equipment.

- 4.3.9** Providing services to investigate existing conditions or facilities or to make measured drawings thereof, or to verify the accuracy of drawings or other information furnished by the Owner.
- 4.3.10** Making investigations, inventories of materials or equipment, or valuations and detailed appraisals of existing facilities.
- 4.3.11** Providing planning surveys, site evaluations or comparative studies of prospective sites.
- 4.3.12** Providing services for planning tenant or rental spaces.
- 4.3.13** Providing services in connection with the work of a construction manager or separate consultants retained by the Owner, unless said manager or consultant was engaged prior to the effective date of this Agreement.
- 4.3.14** Providing detailed estimates (as defined by Section 6.3) of Construction Cost.
- 4.3.15** Preparing a set of reproducible record drawings showing significant changes in the Work made during construction based on marked-up prints, drawings and other data furnished by the Contractor to the Architect.
- 4.3.16** Providing analyses of owning and operating costs.
- 4.3.17** Providing coordination of Work performed by separate contractors or by the Owner's own forces.
- 4.3.18** Providing on-site project representation during construction beyond Basic Services.
- 4.3.19** Providing building commissioning services, including assistance in the utilization of equipment or systems, such as testing, adjustment and balancing, preparation of operation and maintenance manuals, training personnel for operation and maintenance, and consultation during operation.
- 4.3.20** Providing coordination of construction performed by separate contractors or by the Owner's own forces and coordination of services required in connection with construction performed and equipment supplied by the Owner.
- 4.3.21** Providing detailed quantity surveys or inventories of material, equipment and labor.
- 4.3.22** Attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is a party thereto.
- 4.3.23** Preparing Drawings, Specifications and supporting data and providing other services in connection with change orders unless such change orders are required due to errors or omissions of the Architect.
- 4.3.24** Consultation concerning replacement of any Work damaged by fire or other cause during construction, and furnishing services as may be required in connection with the replacement of such Work.
- 4.3.25** Providing services made necessary by the default of the Contractor, or by major defects or deficiencies in the Work of the Contractor, or by failure of performance of either the Owner or Contractor under the Contract for Construction.
- 4.3.26** Providing services after issuance to the Owner of the final Certificate for Payment, or in the absence of a final Certificate for Payment, more than sixty days after the Date of Notice of Completion of the Work.
- 4.3.27** Providing services of consultants for other than the normal architectural, civil, structural, mechanical and electrical engineering services for the Project.
- 4.3.28** Providing services of consultants for electrical load testing of existing site or building infrastructure.

4.3.29 Providing services of consultants for fire flow testing for city or county infrastructure.

4.3.30 Providing services for evaluation and design criteria reports of existing facilities as required by governmental agencies (DSA) and/or the California Administrative Code.

4.3.31 Providing any other services not otherwise included in this Agreement or not customarily furnished in accordance with generally accepted architectural practice.

ARTICLE 5 - OWNER'S RESPONSIBILITIES

5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints, and criteria, including space requirements and relationships, flexibility and expandability, special equipment, systems and site requirements. Within 15 days after receipt of a written request from the Architect, or such additional time as may be commercially reasonable under the circumstances, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

5.2 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and Architect shall thereafter meet and confer in an effort to modify the Project's scope and quality.

5.2.1 The Owner acknowledges that accelerated, phased or fast-track scheduling provides a benefit, but also carries with it associated risks. Such risks include the Owner incurring costs for the Architect to coordinate and redesign portions of the Project affected by procuring or installing elements of the Project prior to the completion of all relevant Construction Documents, and costs for the Contractor to remove and replace previously installed Work. If the Owner selects in writing an accelerated, phased, or fast-track scheduling, the Owner agrees to include in the budget for the Project sufficient contingencies to cover such costs.

5.3 The Owner shall identify a representative authorized to act in the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

5.4 The Owner shall furnish surveys reasonably necessary to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal description shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wet-lands; adjacent drainage; flood plain designations; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data pertaining to existing buildings, other improvements and trees; and information concerning available utility services and lines both public and private, above and below grade, including inverts and depths. All information on the survey shall be referenced to a Project benchmark.

5.5 The Owner shall furnish the services of geotechnical engineers and other such consultants when such services are reasonably required by the scope of the Project and are requested by the Architect. Such services may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluations, ground corrosion and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

5.6 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance appropriate to the services provided.

5.7 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials, which the Owner shall own.

5.8 The Owner shall furnish all legal, insurance, and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

5.9 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

5.10 The Owner shall furnish required information and services and shall render approvals and decisions as expeditiously as necessary for the orderly progress of the Architect's services and of the Work.

5.11 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

ARTICLE 6 - COST OF THE WORK

6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct of all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work does not include the compensation of the Architect, the costs of land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.

6.2 The Owner's budget for the Cost of the Work is provided in the Initial Information, and may be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, the preliminary statement of the Probable Cost of the Work, and updated Statements of Probable Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or price proposals will not vary from the Project budget for the Cost of the Work or from any Statement of Probable Cost of the Work prepared by the Architect.

6.3 In preparing Statements of Probable Cost of the Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to make reasonable adjustments in the scope of the Project; and to include in the Contract Documents alternate bids to adjust the Probable Cost of the Work to meet the Owner's budget for the Cost of the Work. The Architect's opinion of the Probable Cost of the Work shall be based on current area, volume, or similar conceptual estimating techniques. If the Owner requests detailed cost estimating services, the Architect shall provide such services as an Additional Service under Article 4.

6.4 If the Bidding or Negotiation Phase has not commenced within 90 days after the Owner approves the Construction Documents, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market, if applicable.

6.5 If at any time the Architect's opinion of the Probable Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality

or budget for the Cost of the Work, and the Owner reasonably shall cooperate with the Architect in making such adjustments.

6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or price proposal, the Owner shall:

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance the terms of this Agreement;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .5 implement any other mutually acceptable alternative.

6.7 If the Owner's budget for the Cost of the Work is exceeded by the lowest bona fide bid or price proposal by more than 10%, and the Owner chooses to proceed under Section 6.6.4, the Architect, without additional compensation, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. Except for the cost of such modifications, Architect shall not be responsible for any increase in the Cost of the Work.

6.8 If the Owner's budget for the Cost of the Work is exceeded by the lowest bona fide bid or price proposal by less than 10%, and the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with said bid or proposal, or the budget as adjusted under Section 6.6.1 and be compensated for modifications to the Construction Documents as Additional Services as provided under Section 11.3.

ARTICLE 7 - OWNERSHIP AND USE OF DOCUMENTS

7.1 Drawings, specifications and other documents, including those in electronic form, prepared by the Architect and the Architect's consultants are Instruments of Service for use solely with respect to this Project, except as otherwise provided in Section 7.2 below. The Architect's Instruments of Service shall be the property of the Owner as provided by Education Code Section 17316, provided that the Owner shall comply with all obligations, including prompt payment of all sums when due, under this Agreement.

7.2 This Agreement creates a non-exclusive and perpetual license for Owner to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in the Architect's Instruments of Service, including drawings, specifications, studies, estimates, and other documents, or any other works of authorship fixed in any tangible medium of expression, including, but not limited to, physical drawings, data magnetically or otherwise recorded on computer disks, or other writings prepared or caused to be prepared by Architect pursuant to this Agreement. This transfer of rights pertains not only to this Project (including but not limited to any repair, maintenance, renovation, modernization or other alterations or revisions to this Project) but as they relate or may relate to other projects, provided that any invalidity of such license in relation to such other projects shall not affect the validity of such license in relation to this Project (including but not limited to any repair, maintenance, renovation, modernization or other alterations or revisions to this Project under Education Code Section 17316. This Agreement is an express transfer of rights as specified in Education Code Section 17316(b).

7.3 Architect represents and warrants that Architect has the legal right to license any and all copyrights, designs and other intellectual property embodied in the Architect's Instruments of Service that Architect or its consultant's prepares or causes to be prepared pursuant to this Agreement. The Architect shall indemnify and hold the Owner harmless pursuant to Section 7.2 of this Agreement for any breach of this Article 7. The Architect makes no such representation and warranty in regard to previously prepared designs, plans, specifications, studies, drawings, estimates, or other documents or any other works of authorship fixed in any tangible medium of expression, including but not limited to physical drawings, data magnetically or otherwise recorded on computer disks, or other writings, that were prepared by design professionals other than Architect and provided to Architect by the Owner.

7.4 The parties acknowledge the Architect's Instruments of Service are not represented to be appropriate for reuse without modification. Any reuse by Owner of documents prepared under this Agreement, without employing the services of Architect, shall be at Owner's own risk. In the event the Owner reuses or modifies the Architect's Instruments of Service developed by the Architect pursuant to this Contract for purposes other than that for which they are contemplated, the Owner shall indemnify, defend, and hold harmless the Architect, its employees and consultants for damages and expenses caused by the Owner's use or modification of the Architect's Instruments of Service, and the parties agree that the provisions of this Article shall be the terms and conditions for the reuse as authorized by Education Code Section 17316(c).

7.5 The Architect will provide the Owner with a customary set of reproducible designs, plans, specifications, studies, drawings, estimates and other documents or any other works of authorship fixed in any tangible medium of expression, including but not limited to physical drawings, data magnetically or otherwise recorded on computer disks, or other writings prepared or caused to be prepared by the Architect pursuant to this Agreement, and will retain, on the Owner's behalf, the original documents or reproducible copies of all such original documents, however stored, in the Architect's files for a period of no less than fifteen (15) years. The Architect shall promptly make available to Owner any original documents it has retained pursuant to this Agreement upon reasonable request by the Owner.

ARTICLE 8 - CLAIMS AND DISPUTES

8.1 GENERAL

8.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or relating to this Agreement within the period specified by applicable law.

8.1.2 The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, with limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Article 9.

8.2 MEDIATION

8.2.1 If a dispute arises out of or relating to this Agreement, or the breach thereof, and if said dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by non-binding mediation before resorting to litigation or some other dispute resolution procedure, unless the parties mutually agree otherwise. The mediator shall be mutually selected by the parties, but in case of disagreement, the mediator shall be selected by lot from among two nominations provided by each party. All costs and fees required by the mediator shall be shared equally by the parties, otherwise each party shall bear its own costs of mediation. If mediation fails to resolve the dispute within 60 days, either party may pursue litigation to resolve the dispute.

8.2.2 Demand for mediation shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. A demand for mediation shall be made within reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for mediation be made after the date when institution of legal or equitable proceedings based on such a claim, dispute or other matter in question would be barred by California statutes of limitations.

ARTICLE 9 - TERMINATION OR SUSPENSION

9.1 The right to terminate this Agreement under this provision may be exercised without prejudice to any other right or remedy to which the terminating party may be entitled at law or under the Agreement.

9.2 TERMINATION WITHOUT CAUSE

9.2.1 The Owner may terminate this Agreement upon not less than 7 days' written notice to the Architect for Owner's convenience and without cause. Upon the Owner's request and authorization, the Architect shall perform any

and all Basic Services and Additional Services reasonably necessary to wind up the work performed to the date of termination.

9.3 SUSPENSION OF THE PROJECT

9.3.1 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. If and when the Project is resumed, the Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

9.3.2 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect or the Architect's consultants, the Architect may terminate this Agreement by giving not less than 7 days' written notice.

9.4 TERMINATION WITH CAUSE

9.4.1 Either party may terminate this Agreement upon not less than 7 days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

9.4.2 Failure of the Owner to make payments to the Architect in accordance with this Agreement shall be considered substantial nonperformance and cause for termination.

9.4.3 If the Owner fails to make payments to the Architect in accordance with this Agreement, other than those payments withheld pursuant to Section 11.7.1, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give 7 days' written notice to the Owner before suspending services. Before resuming services, the Architect shall be paid all sums due prior to suspension services and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fee for the remaining services and the time schedules shall be equitably adjusted.

9.5 EFFECTS OF TERMINATION

9.5.1 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due.

9.5.2 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7.

ARTICLE 10 - MISCELLANEOUS PROVISIONS

10.1 This Agreement shall be governed by the law of the State of California. If any action is instituted to enforce or interpret this Agreement, venue shall only be in the appropriate state or federal court having venue over matters arising in Tulare County, California.

10.2 The Owner and the Architect, respectively, bind themselves, their partners, successors, permitted assigns and legal representatives to this Agreement. Neither the Owner nor Architect shall assign this Agreement without the written consent of the other.

10.3 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review within a reasonable period of time prior to the requested dates of execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

10.4 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

10.5 Unless otherwise provided in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to, hazardous materials or toxic substances in any form at the Project site. Notwithstanding the foregoing, in the event the Owner or the Architect is or becomes aware of the presence of, or exposure of persons to hazardous materials or toxic substances, or the substantial risk thereof, each shall have a duty to immediately notify the other in writing.

10.6 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.

10.7 If any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

10.8 The terms of this Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement signed by the parties.

10.9 Each individual executing this Agreement on behalf of the Architect hereby represents and warrants that Architect is a duly formed and existing entity qualified to do business in the state in which the Project is located and that Architect has full right and authority to execute and deliver this Agreement and that each person signing on behalf of Architect is authorized to do so.

10.10 Owner recognizes that circumstances may occur beyond the reasonable control of either the Owner or the Architect and extensions for such delays shall be made to the schedule. Notwithstanding anything stated herein to the contrary, any time during which the Architect is delayed in the Architect's work by acts of Owner or its employees or those in a direct contractual relationship with Owner or by acts of nature or other occurrences which were not or could not have been reasonably foreseen and provided for, and which are not due to any wrongful acts or omissions, shall be added to the time for completion of any obligations of the Architect.

ARTICLE 11 – COMPENSATION

11.1 BASIC SERVICES

11.1.1 Initial Basic Services Compensation for Building Construction: For the Architect's Basic Services described in Article 3, the Owner shall compensate the Architect on the basis of a percentage of the Building Construction Cost of the Work as follows:

$$4.0\% \times \$ 1,371,640.00 \text{ (Building Construction Cost)} = \$ 54,865.60$$

11.1.2 Initial Basic Services Compensation for Site Development Construction: For the Architect's Basic Services described in Article 3, the Owner shall compensate the Architect on the basis of a percentage of the Site Development Cost of the Work, using the OPSC Sliding Scale as follows:

COMPENSATION CALCULATION				
Fee Basis	% Fee	Const. Cost		Fee
500,000	9.0%	\$	500,000.00	\$ 45,000.00
500,000	8.5%	\$	205,200.00	\$ 17,442.00
1,000,000	8.0%	\$	-	\$ -
4,000,000	7.0%	\$	-	\$ -
4,000,000	6.0%	\$	-	\$ -
Remainder	5.0%	\$	-	\$ -
Probable Construction Cost →		\$	705,200.00	
			Fee Sub-total →	\$ 62,442.00
* Fire Sprinkler Design (Square Footage x \$6/sf x 5% x 1.2)				
			0 SF	\$ -
Initial Basic Services Compensation →		\$		62,442.00

11.1.2.1 Therefore, Initial Basic Services Compensation shall be $(\$54,865.60 + \$62,442.00) = \$ 117,307.60$

11.1.3 Adjustments to Basic Services Compensation:

- .1 At the end of the Schematic Design, Design Development, Construction Documents, and Agency Approval phases, Initial Basic Services Compensation shall be adjusted to the latest Probable Cost of Construction.
- .2 Initial Basic Services Compensation shall be adjusted after receipt of bids to the amount of the Contract Sum of the awarded construction contract, which shall be the basis for calculating compensation during the construction phase.
- .3 Basic Services Compensation shall be finally adjusted at the completion of the Project to the final Contract Sum of the construction contract, as documented in approved change orders.
- .4 Change Orders items determined to be caused by Architect error or omission shall not increase the Architect's compensation.
- .5 Change Order items which reduce the Contract Sum shall not reduce Compensation.
- .6 When any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 11.2.1, based on (1) the lowest bona fide bid, or (2) if no such bid or proposal is received, the most recent Statement of Probable Construction Cost for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for services performed whether or not the Construction Phase is commenced.
- .7 When additive alternate bids are provided, and the Owner decides not to accept them after bidding, the Architect shall be compensated based on 75% of 8% of the actual awarded bidders bid for such alternate bids, thereby compensating the architect for design and preparation of the alternate item.
- .8 When deductive alternate bids are provided, and the Owner decides to accept them after bidding, the Architect shall be compensated based on 75% of 8% of the actual difference between the awarded bidder's bid for such alternate bids, thereby compensating the Architect for design and preparation of the alternate item.

11.2 PROGRESS PAYMENTS

11.2.1 Progress payments for each phase of Basic Services shall be as follows:

Schematic Design Phase:	10%
Design Development Phase:	20%
Construction Documents Phase:	35%
Agency Approval Phase:	5%
Bidding Phase:	5%
<u>Construction Phase:</u>	<u>25%</u>
Total Basic Compensation:	100%

11.3 ADDITIONAL SERVICES

11.3.1 For approved Additional Services that may arise during the course of the Project, the Owner shall compensate the Architect on the basis of a stipulated sum agreed to by the parties in advance of the services being performed, or on an hourly basis, plus compensation for reimbursable expenses.

11.3.2 When compensation for Additional Services is on an hourly basis, compensation for Additional Services of the Architect’s consultants will be computed at a rate of 1.10 times the amount billed to the Architect for such services.

11.3.3 For Reimbursable Expenses incurred in the furnishing of Additional Services, compensation will be computed at a rate of 1.10 times the amount of expenses incurred by the Architect and the Architect’s Consultants.

11.4 HOURLY BILLING RATES

11.4.1 The hourly billing rates for services of the Architect are set forth below:

Standard Hourly Billing Rates Schedule:

Principal Architect	\$	225.00
Architect III		185.00
Architect II		160.00
Architect I		140.00
Construction Administrator III		165.00
Construction Administrator II		145.00
Construction Administrator I		120.00
Business Manager		165.00
Project Manager		150.00
Interior Designer II		100.00
Interior Designer I		80.00
Drafting Technician IV		110.00
Drafting Technician III		100.00
Drafting Technician II		90.00
Drafting Technician I		70.00
Administrative Asst. II		90.00
Administrative Asst. I		70.00

The above rates are effective through December 31, 2022. Work continuing beyond December 31, 2022, shall be subject to increases in the above noted schedule based on Engineering News Record’s, “Cost of Living Index Adjustment”, until this agreement is modified.

11.5 COMPENSATION FOR REIMBURSABLE EXPENSES

11.5.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include reasonable expenses incurred by the Architect and Architect's consultants directly related to the Project, as follows:

- .1 Transportation in connection with the project shall be compensated at the yearly established rate as permitted and published by the Internal Revenue Service for compensated mileage.
- .2 Expense of out of region meals and lodging in connection with the Project.
- .3 If authorized in advance by the Owner, expense of overtime work requiring higher than regular rates for non-exempt employees.
- .4 Expense of renderings, models and mock-ups requested by the Owner.
- .5 Expense of additional insurance coverage or limits, including professional liability insurance, requested by the Owner in excess of that required by Article 12.
- .6 Expense of reproductions, postage and handling of Drawings, Specifications, and other documents required for approval, bidding, and construction of the Project in the Owner's interest, excluding reproductions for the office use of the Architect and the Architect's consultants.

11.5.2 For Reimbursable Expenses, compensation will be computed at a rate of 1.10 times the amount of expenses incurred by the Architect and the Architect's Consultants.

11.6 PAYMENTS TO THE ARCHITECT

11.6.1 For services satisfactorily performed, payment for Basic Services, Additional Services and Reimbursable Expenses shall be made on a monthly basis after receipt and approval by the Owner of the Architect's properly documented and submitted invoices. To be "properly documented and submitted," an invoice shall be timely, be accompanied by all necessary documentation, list all activities performed, and for each activity performed list the person performing it and the person's billing rate. Architect's invoice shall be submitted within ten (10) days of the end of the monthly billing period. Invoices, receipts and other documentation to establish the validity of all Reimbursable Expenses shall be a prerequisite to Owner payment of such expenses. If Owner disputes a portion of a properly submitted invoice, it shall notify Architect of the dispute and, upon Architect's request, arrange for a meeting to confer about, and potentially resolve, the dispute. Prior to this meeting, Architect shall provide all documentation requested to support disputed portions of a properly submitted invoice. Regardless of any such dispute about an invoice or payment, both parties shall continue to provide all services required by this Agreement and law until the end of the Project, even if Owner and Architect cannot resolve all such disputes. Payments of undisputed portions of a properly submitted invoice shall be made within 60 days of receipt of the invoice.

11.6.2 Amounts unpaid 30 calendar days after the 5th of the month shall bear interest at the rate of 1-1/2%.

11.7 PAYMENTS WITHHELD

11.7.1 The Architect's compensation shall be paid notwithstanding a Contractor-caused delay in completion of the project or reduction of final construction cost by reason of penalties, liquidated damages, or other amounts withheld from the Contractor. However, Owner may withhold from payments to Architect to the extent that Basic and Additional Services remain to be performed, including but not limited to those required for project closeout and payments to Contractor. If the total amount invoiced by Architect reaches the not-to-exceed Basic Services amount before Architect's Basic Services under this Agreement are complete, Architect must complete the Basic Services without submitting additional invoices, or receiving additional payment, for Basic Services.

11.8 ARCHITECT'S ACCOUNTING RECORDS

11.8.1 Architect shall maintain complete and accurate records showing all hours worked with respect to the services rendered and the costs incurred under this Agreement, including but not limited to Reimbursable Expenses and expenses pertaining to Additional Services. In addition, the Architect shall maintain complete and accurate records with respect to any payments to employees or subcontractors. Architect shall also be responsible for Architect's

consultants keeping similar records. All such records shall be prepared in accordance with generally accepted accounting procedures, shall be clearly identified, and shall be kept readily accessible. Upon request, Architect shall make such records available within Fresno County to the Auditor of Owner and to its agents and representatives, for the purpose of auditing and/or copying such records for a period of 5 years from the date of final payment under this Agreement.

ARTICLE 12 - INSURANCE PROVISIONS

12.1 Insurance Requirements: Architect shall maintain at its own costs and expense the following minimum insurance coverage and shall provide a certificate of insurance and any required endorsements to Owner. The certificate of insurance and required endorsements shall be provided prior to commencement of any work and prior to the expiration of each renewal of the policy. Owner may request and Architect shall, upon request, provide a true and certified copy of each policy. No payment will be issued until Owner has received acceptable insurance documentation.

12.2 In addition to the requirements outlined below for each insurance policy, Architect agrees that it will have each insurance policy endorsed to provide:

1. The policy shall be endorsed to provide thirty (30) day notice of cancellation, except ten (10) day notice for nonpayment of premium to Owner.
2. When required, the Commercial General Liability, Automobile Liability, and Aviation Liability insurance policies shall be endorsed to include as additional insured for on-going operations, products completed operations and ownership, operation or use of automobiles and aircraft, Owner and any other person or organization which Architect is required to include as additional insured under an Agreement and their respective owners, directors, officers, employees, agents and volunteers.
3. When required, the Workers Compensation insurance policies shall be endorsed to provide a waiver of subrogation in favor of the Owner and any other person or organization to which Owner is required in a written agreement to provide a waiver of subrogation.
4. If any insurance policy includes a cross suits endorsement or an insured vs. insured exclusion endorsement, the endorsement may not exclude a claim by an additional insured against the named insured or a claim by an additional insured against another additional insured.

12.3 General Liability Insurance: Without limiting Architect's indemnification, Architect shall secure and maintain in full force and effect, at its sole cost and expense during the term of this Agreement, a comprehensive general liability insurance policy with combined single limits of \$2,000,000.00 per occurrence, with a General Aggregate limit of \$4,000,000.00.

12.3.1 The policy shall include contractual liability. The policy may not include any limitation, exclusion or coverage restriction for explosion, collapse or underground hazards. The policy shall not include an exclusion for job site safety or injury to employees of independent contractors. If the policy includes an exclusion of professional services, the exclusion shall not include job site safety as part of the definition of professional services. The certificate of insurance shall include a statement that the policy does not exclude claims alleging job site safety.

12.3.2 Should any of the required insurance be provided under a claims-made form, Architect shall maintain coverage continuously throughout the term of this Agreement, and without lapse, for a period of at least ten (10) years beyond this Agreement expiration or the filing of a Notice of Completion (whichever is later), to the effect that, should occurrences during the Agreement term give rise to claims made after expiration of the Agreement, such claims shall be covered by such claims-made policy. Nothing herein shall in any way limit or diminish Architect's obligations to the Owner under any provision, including any duty to indemnify and defend the District.

12.4 Worker's Compensation and Employer's Insurance: Architect shall furnish to the Owner satisfactory proof that the Architect and all engineers, experts, consultants and employees for the period of this Agreement, is providing workers' compensation insurance with \$1,000,000.00 coverage for all persons whom they may employ in carrying out the Work contemplated under this Agreement in accordance with the Workers' Compensation Laws of the State of

California. If the Architect employs any engineer, expert consultant or subcontractor which it did not intend to employ prior to commencement of services, it must furnish such proof of insurance covering said engineer, expert, consultant or subcontractor to the Owner immediately upon their employment. Such insurance shall be maintained in full force and effect during the period covered by this Agreement including any extensions of time.

12.5 Professional Liability Insurance: Architect shall furnish to the Owner satisfactory proof that the Architect has Professional Liability Insurance (errors and omissions) with limits of \$1,000,000.00 per claim/\$2,000,000.00 annual aggregate. This insurance shall be maintained in force during the entire period of time the Architect renders service to the Owner under this Agreement. Each of the Architect's professional sub-contractors shall comply with this Section, and Architect shall include such provisions in its contracts with them.

12.6 Commercial Automobile Liability: Commercial Automobile Liability Insurance including coverage for all owned, non-owned and hired automobiles. The limit of liability shall not be less than \$2,000,000 each accident. The policy shall include contractual liability.

12.7 Aviation Liability: To the extent drones are used, Architect will carry liability insuring bodily injury and property damage arising out of the use of owned and non-owned unmanned aircraft.

ARTICLE 13 - SPECIAL PROVISIONS

13.1 INDEMNIFICATION

13.1.1 The Architect agrees, to the extent permitted by law, to hold harmless and indemnify but not defend the Owner, its Governing Board, each member of the Board, and their officers and employees harmless from any liability for damages to the extent actually caused by the Architect's negligent acts, errors, omissions, or recklessness, or willful misconduct in the performance of professional services arising out of this Agreement and those of his or her officers, employees, consultants or sub-consultants or anyone for whom the Architect is legally responsible (collectively, the "Architect's Parties"). The Architect is not obligated to indemnify the Owner and employees or any other third party in any manner whatsoever for their own negligence.

13.1.2 This indemnification specifically includes any claims that may be made against Owner or against Architect by any taxing authority asserting that an employer-employee relationship exists by reason of this Agreement. The Architect specifically agrees to hold harmless and indemnify the Owner for any and all claims arising out of any injury, disability, or death of the Architect's employees or agents to the extent that the above are caused by the negligent acts, errors, or omissions of the Architect. This indemnification obligation shall continue beyond the term of this Agreement as to any negligent acts or omissions occurring under this Agreement or any extension of this Agreement, subject to the applicable statute of limitations.

13.2 FINGERPRINTING

13.2.1 Pursuant to California Education Code Section 45125.1, before any agents or employees of Architect may enter school grounds where they may have any contact with pupils, Architect shall submit fingerprints of its agents and employees in a manner authorized by the California Department of Justice, together with a fee determined by the Department of Justice. Architect shall not permit any of its agents or employees to come in contact with pupils of the Owner until the Department of Justice has ascertained that the Architect's agents or employees have not been convicted of a felony as defined in Education Code Section 45122.1.

13.2.2 Architect shall provide Owner with a written list of the names of its agents or employees who may come in contact with pupils before commencement of work. Architect shall certify, in a form provided by Owner, under penalty of perjury, that it has complied with the requirements of Education Code Section 45125.1, and that none of its agents or employees who may come in contact with pupils have been convicted of a felony as defined in Education Code Section 45122.1, based upon the information Architect has received from the Department of Justice.

13.2.3 If Architect believes that its agents or employees will have only limited contact with pupils and should therefore be exempted from these requirements, Architect must contact the Owner with its request for exemption within 15 days prior to the commencement of work. The request for exemption must specify the grounds for such proposed exemption, considering the totality of circumstances, including but not limited to the length of time Architect will be on school grounds, whether pupils will be in proximity to the site where the Architect's employees are working, and whether the Architect's employees will be working by themselves or with others. Whether to grant or deny the exemption is within the sole discretion of the Owner's governing board.

13.3 ASSURANCES OF NON-DISCRIMINATION

13.3.1 Architect expressly agrees that it will not discriminate in employment or in the provision of services on the basis of any characteristic or condition upon which discrimination is prohibited by state or federal law or regulation.

13.4 INDEPENDENT CONTRACTOR STATUS

13.4.1 This Agreement is entered into by both parties with the express understanding that Architect will perform all services required under this Agreement as an independent contractor. Nothing in this Agreement shall be construed to constitute the Architect or any of its agents, employees or officers as an agent, employee or officer of Owner. Architect agrees to advise everyone it assigns or hires to perform any duty under this Agreement that they are not employees of Owner. Subject to any performance criteria contained in this Agreement, Architect shall be solely responsible for determining the means and methods of performing the specified services and Owner, except to the extent stated otherwise in this Agreement, shall have no right to control or exercise any supervision over Architect as to how the services will be performed. As Architect is not Owner's employee, Architect is responsible for paying all required state and federal taxes. In particular, Owner will not (1) withhold FICA (Social Security) from Architect payments, (2) make state or federal unemployment insurance contributions on Architect's behalf, (3) withhold state or federal income tax from payments to Architect, (4) make disability insurance contributions on behalf of Architect, (5) obtain unemployment compensation insurance on behalf of Architect. Notwithstanding this independent contractor relationship, Owner shall have the right to monitor and evaluate the performance of Architect to assure compliance with this Agreement.

13.5 MANUFACTURER'S PRODUCT DATA

13.5.1 To the extent the Architect collects product manufacturer materials disclosing product contents; the Owner acknowledges that it is not relying on the Architect for any analysis of material composition or the human or environmental health impacts of specific material selections. Any assessments or evaluations of this kind should be conducted by a toxicologist or other trained professionals retained by the Owner.

13.6 NOTICE

13.6.1 All notices, certificates, or other communications hereunder shall be deemed given when personally delivered or mailed by certified mail, postage prepaid, to the parties at the address set forth below:

Owner: Pleasant View Elementary School District
Attn: Mark Odsather
14004 Road 184
Porterville, CA 93257

Architect: Mangini Associates, Inc.
Attn: Michael Scott
4320 W. Mineral King Avenue
Visalia, California 93291

ARTICLE 14 - SCOPE OF THE AGREEMENT

14.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the terms set and agreed upon as of the day and year first written above.

OWNER
PLEASANT VIEW ELEMENTARY SCHOOL DISTRICT

ARCHITECT
MANGINI ASSOCIATES INC.

By: _____
Mark Odsather, Superintendent

By:  _____
Michael J. Scott, Officer, C34290

PROJECT BUDGET SUMMARY

PROJECT:	New E.L.O.P. Modular Building at Pleasant View Elementary School	PROJ. NO.:	2207
CLIENT:	Parlier Unified School District	DATE:	8.4.22
A. SITE			
1.	Hazardous Material Investigation (asbestos, lead, Pcb, Ocp)	\$	-
2.	Geotechnical Investigation / Report	\$	6,000.00 Budget
3.	Topographic Survey (if required)	\$	7,500.00 Budget
4.	Utility Connection Fees (power, water, storm drain, gas, sewer, telephone, cable TV)	\$	-
5.	Site Clearing / Demolition	\$	-
6.	Temporary Housing / Relocation	\$	-
7.	Legal Fees	\$	-
8.	Geohazard Report	\$	9,000.00 Budget
		SITE SUBTOTAL → \$	22,500
B. CONSTRUCTION DOCUMENTS			
1.	Architect's Fee (4% Building + 9% Sliding Scale Site)	\$	117,307.60 Budget
2.	Architect's Reimbursable Costs	\$	10,000.00 Budget
3.	DSA Review Fee	\$	24,945.46
4.	CGS Review Fee	\$	3,600.00
5.	City / County Review / Inspection Fee	\$	-
6.	Health Department Review Fee	\$	-
7.	Other	\$	-
		CONSTRUCTION DOCUMENTS SUBTOTAL → \$	155,900
C. CONSTRUCTION - BY GENERAL CONTRACTOR			
1.	On-site Development (utilities, conc walks, landscape, fencing, etc.)	\$	185,000.00 Budget
2.	Modular Building Foundation (4,320 sf x \$40/sf)	\$	172,800.00 Budget
3.	Parking Lot/drop off with approaches	\$	225,000.00 Budget
4.	Other	\$	-
		SUBTOTAL → \$	582,800
		Small Project Factor (25%) → \$	-
		General Contractor Fee (10%) → \$	58,300
		Contingency (10%) → \$	64,100
		SITE CONTRACTOR CONSTRUCTION SUBTOTAL → \$	705,200
D. OWNER CONSTRUCTION			
1.	Purchased Modular Building (Per AMS Proposal Dated 8.4.22 w/ Enhancement Package)	\$	1,371,640.00
2.	Leased Relocatable Buildings (\$xxx / month x 5 x 12 months) *	\$	-
3.	Building Delivery and Set (2 at \$1,800 Each / 2 at \$3,970 Each)	\$	-
4.	Data / Communications	\$	-
5.	Intrusion Alarm	\$	-
6.	Other Construction (Play Apparatus, Etc.)	\$	-
7.	SWPPP, Dust Control Plan, Indirect Source Review	\$	2,500.00 Budget
8.	Construction Testing / Special Inspection	\$	25,000.00 Budget
9.	Inspector of Record (\$8,000/month x 7 months)	\$	56,000.00 Budget
10.	Fixtures, Furniture and Equipment	\$	30,000.00 Budget
11.	Advertising	\$	5,500.00 Budget
12.	In-Plant Inspection	\$	20,000.00 Budget
		SUBTOTAL → \$	1,510,600
		Contingency (10%) → \$	151,100
		OWNER CONSTRUCTION SUBTOTAL → \$	1,661,700
		TOTAL PROBABLE PROJECT BUDGET → \$	2,545,300

Evaluation of the Owner's project budget represents Architect's judgment as a design professional familiar with the construction industry. Architect cannot and does not warrant or represent that actual costs will not vary from this budget summary.

* Lease price is based upon four Relocatable Classrooms and a five year lease. The relocatable classrooms will have a wood foundation placed upon a 4" thick concrete slab with standard manufacturer's ramps and handrails.

** Estimates for site electrical and plumbing are based upon the existing utility services being adequate and points of connection are within 5' of the buildings. Additional costs will be required for new service, transformers, lift stations, etc.

REVISED August 4, 2022
June 30, 2022

Pleasant View Elementary School District
14004 Rod 184
Porterville, CA 93257

Re: DSA Approved 108x40 ELOP Classroom – Pleasant View Elementary

Attn: Michael Scott, MAI

American Modular Systems is pleased to provide our proposal for the DSA approved ELOP Classroom at Pleasant View Elementary. Our pricing is based upon the AOR-provided preliminary floor plans dated 7/28/2022 attached to this proposal for reference. Proposal inclusions/exclusions supersede the information provided on the preliminary floorplan.

Pleasant View Elementary School District is utilizing the provisions of the Santa Cruz City Schools Facility Services Contract and the scope of work as listed below, and in the Inclusions and Exclusions as outlined. The omission of any item(s) not listed in the assumed scope shall not be construed to be included in this pricing.

Base Building(s): DSA approved library building, steel rigid frame construction, Type V non-rated construction, 20 lb roof load, 50+15 lb floor load, 99 basic wind load, 2019 CBC, Ss = 0.597, Non-WUI area, Climate Zone 13, FOB Porterville, CA

(1) each; 108x40 DSA Approved ELOP Classroom	\$ 987,180
Builder's Risk Insurance	\$ 11,810
Design & engineering fees	<u>\$ 12,850</u>
Total	4,320 sf
	\$1,011,840

Per AOR-provided preliminary floor plans dated 7/28/22 attached and refer to inclusions/exclusions list attached

Options:

- Hybrid stucco exterior with Eldorado veneer \$ 98,840 __accepted__declined
 - Reduces site schedule by 30 days
 - Factory applied stucco, vertical surfaces only, AMS to paint
- Conventional site-applied stucco exterior with Eldorado Veneer \$ 145,160 __accepted__declined
 - Stucco at vertical surfaces only, AMS to paint
- (4) 8'x7' Exterior SL70 Folding Nanawall \$ 62,960 __accepted__declined
 - Tempered, dual glazed, with clear anodized aluminum frame
- Reduction to from 4' deep to 2' deep side canopies \$ (2,240) __accepted__declined
- Building Enhancement Package \$ 198,800 __accepted__declined
 - 60 mil Single-ply roof in lieu of metal
 - Roof mount HVAC units in lieu of wall hung
 - Concrete floors in lieu of wood with cement board underlayment

Total: Building (\$1,011,840) + Accepted Options: _____

Terms:

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

Proposal Schedule:

Signed Proposal	August 10, 2022
Purchase Order	August 12, 2022
Colors	August 16, 2022
DSA Approval	October 20, 2022
Delivery/Set	March/April, 2023
Substantial Completion	June/July, 2023

The Project Schedule is an estimation contingent upon building material availability as well as agency approval requirement(s) and is subject to change. The materials listed are based on the understood availability at the time this proposal was generated and may be substituted or altered by AMS in order to maintain the project schedule.

Attachments/Exhibits:

AOR-provided preliminary floor plans dated 7/28/22

Thank you for the opportunity to provide our proposal. If accepted, please check next to each option above, accepted or declined, and sign below accepting the standard terms and conditions of our Cooperative Purchasing Contract, and per the descriptions and pricing listed above.

Accepted By:

Pleasant View Elementary School District

American Modular Systems, Inc.

Signature

Signature

Printed Name

Printed Name

Title

Title

Date

Date

DMS/jt

Inclusions:

Building Envelope:

- 2019 CBC
- Engineering & Design
- Standard delivery/Set-up
- Crane charge – up to 120 ton
- Steel moment frame DSA PC based design
- 20 ga galvanized metal standing seam roof, ¼:12 single slope to rear
- PC based concrete foundation *design only* with 12" footings and 18" crawl space**
- Foundation embeds (FOB AMS factory)
- Foundation vents (grates and frames)
- Reinforced wood subfloor
- 2"x6" exterior wall framing
- Interior nonrated 2" x 4" walls
- Foundation flashing (6" below finished floor)
- R-30HD roof insulation, R-19 walls
- Tempered, dual glazed, clear anodized non-operable 6' x 4' aluminum framed windows as shown on conceptual floor plans and elevations

Exterior:

- Aluminum exterior store front door frame assembly with full-view aluminum doors
- Aluminum store front frames
- Exterior walls to be prepped for site-applied stucco finish; permanent weatherproofing and finish to be performed by site contractor
- AMS Standard Dunn Edwards paint – doors and canopy (AMS does not have included painting of site applied stucco finish by others)
- 5 ft. front overhangs, 5 ft. rear overhangs, no side overhangs
- (2) 5' x 4' lower flat metal canopy at side entry door as shown on AOR-provided conceptual drawing
- 2" x 3" downspouts
- Enclosed soffits

Interior:

- 9' suspended T-bar ceilings with Armstrong 2'x4' lay-in mineral board ceiling tiles in offices, storage, classroom, and vinyl coated ceiling tile in janitorial
- 8'6" hardlid ceilings in toilet rooms
- AMS School Collection vinyl tack board interior wall covering over ½" gypboard
- Cementitious sub-floor underlayment throughout
- AMS upgrade Tandus C&A carpet tile throughout offices – #03343-48005 Energy
- AMS standard VCT with 4" rubber base throughout janitor, storage, hallway, and classroom space
- AMS standard walk-off mat at entries; (4) total
- Locking casework as shown on AMS approved drawings; plastic laminate cabinets and countertops with 4" coved backsplash
- Full panel close-up
- (3) single-compartment AMS standard Elkay stainless sinks with bubbler as shown on AOR-provided conceptual drawings
- Interior doors shall be solid core veneer wood with white birch finish, hollow metal knock down frames
- Interior single pane, clear, nominal 6' x 4' pass-thru window – countertop/shelf by others

Inclusions (continued):

Lighting, Electrical, Data:

- LED Interior lighting
- Occupancy sensors
- (1) AMS standard exterior light at each door, EMS ready with option for roof-mounted photocell
- Interior wall electrical panel stubbed to outside; single-phase power
- All low voltage conduits in wall only stubbed to above ceiling, locations to be provided by AOR, quantity per approved PC

Mechanical:

- (2) 5T and (1) 4T Wall-hung electric HVAC units, single phase with Merv 13 filters (1 unit with return air chase, location to be coordinated)
- Programmable T-Stats
- Standard ducted supply registers
- Exhaust fan in restrooms
- Instant hot water heater at each sink; (4) total (2 dual, 3 single)

Restrooms:

- Painted gypsum ceiling in restrooms
- Full-height 4"x4" ceramic tile walls; (3) color; see attached pattern
- AMS Standard 6"x6" ceramic tile restroom flooring
- Wall hung fixture, Manual flush valves
- AMS standard grab bars, mirror, and ADA toilet paper dispenser
- Restrooms to be conditioned
- All fixtures to be AMS spec

Additional Features/Items:

- Fire sprinklers / (1) riser
- Semi-recessed fire extinguisher cabinets
- Blocking and electrical outlets for (8) televisions; locations TBD during coordination
- AMS standard Schlage cylinder door hardware & accessories
- Von Duprin L99 panic hardware where required by code
- Project/contract supervision
- One year warranty
- Sales tax

Exclusions:

General Specification, Fees, and Site Requirements:

- DSA approval, DSA plan fees, DSA inspection fees, DSA inplant/site inspection fees
- Site inspections/approvals/fees
- Architect fees
- Union Labor
- Builders Risk Insurance
- Site security to include the delivered buildings
- Airport proximity STC compliance
- Extreme climate zone HVAC coordination
- Solar option design/approval

Foundation, Foundation Prep:

- Concrete foundations, vent/access wells, drywells, foundation pit excavation, off-haul of spoils
- Surveying, site preparation/site improvements
- Plans showing grades, benchmarks, maintenance of benchmarks, setbacks, finish floor heights, etc.
- Adequate all weather vehicle/trades access to building pad
- Soils testing, soils reports
- Special handling due to inaccessible site conditions

Equipment and Devices:

- Fire alarm system
- Exterior/interior drinking fountain

Electrical and Data:

- EMS systems, EMCS systems pathways and/or coordination
- Load monitoring provisions
- Low voltage systems, motion detectors, intrusion/security systems, cameras, keypads
- IDF cabinets, wires, devices or pathways, pull strings
- ALL Signage
- Projection screens, projectors, TV/monitor brackets, CCTV

Site, Final Connection, Drainage and Plumbing:

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

Exclusions (continued):

Miscellaneous:

- Condenser pad(s) and fencing
- Window counters/shelving at interior pass thru window
- Painting of conventional, site-applied stucco by others than AMS
- Window shades/rollers
- Sealing/waxing of finish floor coverings
- WUI compliance
- Epoxy grouts, grout sealers
- Window coverings, security screens, window/building awnings, side overhangs
- Appliances, furniture, soap/paper dispensers, hand dryers, changing tables, feminine hygiene dispensers
- Master keying
- Rated walls
- Air balance reports/testing
- Water chlorination

Special Notes:

****IF CONCRETE FOUNDATION INSTALLATION BY OTHERS:** Concrete foundation design and engineering by AMS, installation by others. AMS is not responsible for quality of installation, inspections, nor acceptance of foundation. Any review performed by AMS shall be considered a courtesy to assist with the overall project success and does not remove the contractor's responsibility to comply with plans and specifications. Contractor performing foundation installations is responsible to ensure foundation is completed per plans, specifications, and meets tolerances for modular buildings as described in AMS drawings. In the event engineering is required to accommodate errors or omissions, rework or additional coordination/engineering, all expenses shall be reimbursed to AMS. In addition, a \$1,500 per hour back change will occur if a delay due to grinding, leveling, etc... is required at the time of installation.

SUB CONTRACTOR PERFORMING CONCRETE FOUNDATION INSTALLATION MUST MEET THE FOLLOWING QUALIFICATIONS:

1. A MINIMUM OF 5 YEARS CONTINUOUS AND CURRENT EXPERIENCE INSTALLING MODULAR (PIT SET) FOUNDATIONS
2. A MINIMUM OF 5 YEARS CONTINUOUS AND CURRENT EXPERIENCE WITH PUBLIC WORKS PROJECTS SPECIFIC TO EDUCATION
3. A MINIMUM OF 5 YEARS CONTINUOUS AND CURRENT EXPERIENCE WORKING ON DIVISION OF STATE ARCHITECT (D.S.A.) APPROVED AND INSPECTED PROJECTS

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

Concrete Foundation Exclusions – site demolition, foundation pad excavation, import/export soils, surveying, site improvements, underground hazards, crawl space drainage, dry wells, backfilling/compaction, unforeseen conditions.

Concrete Foundation Embeds – Per DSA approved AMS PC design, Foundation Embeds are required for all concrete foundations as designed by AMS. IF concrete foundations are by others than AMS, Embeds may be purchased directly by contractor. If foundations by AMS, Embeds are to be included. Embeds must be inspected by a DSA approved welding inspector in accordance with project approved Testing and inspections and per AMS DSA approved drawings.

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

AMS does not have the following included in our scope as listed above per the new requirements in 2016 CBC: exterior lighting back-up battery load monitoring provisions, EMCS systems pathways and/or coordination, airport proximity STC compliance, extreme climate zone HVAC coordination and solar option design/approval. AMS provides non-operable windows as standard for all projects unless otherwise coordinated.

The omission of any item(s) not listed in the assumed scope and/or exclusions shall not be construed to be included in this pricing. All projects per AMS standard PC guidelines, manufacturing methods, finishes and fixtures. AMS does not include direction and/or design for options not included in our scope unless otherwise stated or coordinated prior.

All AMS products are to be considered relocatable at any future date after the initial installation.



BID MANUAL

**FACILITY SUPPLY SERVICES CONTRACT
AT VARIOUS SITES**

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

APRIL 16, 2020

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

Convene Closed Session

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

Public Comments for Closed Session Agenda Items

None

Convene Open Session

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

Attendance at Meeting

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

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

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

Kris Munro, Superintendent

Dorothy Coito, Assistant Superintendent, Educational Services

Molly Parks, Assistant Superintendent, Human Resources

Jim Monreal, Assistant Superintendent, Business Services

Members of the Audience

Welcome and Format

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

PUBLIC COMMENTS

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

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

Agenda Changes, Additions, or Deletions

Superintendent Munro reported the following agenda changes:

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

SUPERINTENDENT'S REPORT

Superintendent's Report

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

Student's Report

None

BOARD MEMBERS' REPORTS

Board Members' Reports

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

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

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

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

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

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

Board President's Report

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

APPROVAL OF MINUTES

None

GENERAL PUBLIC BUSINESS

Consent Agenda

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

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

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

The motion was passed by the following roll call vote:

Roll Call Vote:

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

Closed Session Items

8.4.1. Report of Actions Taken in Closed Session

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

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

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

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

ITEMS TO BE TRANSACTED AND/OR DISCUSSED

8.5.1.1. Staff Report: Curriculum Master Plan Update

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

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

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

8.5.2.1. Staff Report: Budget Development Update

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

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

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

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

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

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

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

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

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

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

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

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

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

8.5.3.1. New Business: Annual Declaration of Need

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

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

8.5.4.1. Staff Report: COVID-19 District Response Update

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

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

8.5.4.2. New Business: Board Policy Updates

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

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

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

8.5.4.2. Discussion: Possible Items for Future Meeting Agendas

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

9. Adjournment of Meeting

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

Board Meeting Schedule Information

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

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

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

Respectfully submitted,

Kris Munro, Superintendent
Santa Cruz City Schools

Cynthia Ranii, President
Board of Education

Santa Cruz Sentinel

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

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

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

STATE OF CALIFORNIA

SS.

COUNTY OF SANTA CRUZ

Public Notice

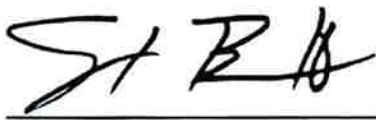
I, the undersigned, declare:

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

04/08/2020, 04/15/2020

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

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



Signature

Legal No. 0006475775

INVITATION TO BID- R1

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

Facility Supply Services Contract at Various Sites

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

3. The Project consists of:

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

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

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

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

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

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

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

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

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

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

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

the date of the bid opening.

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

DOCUMENT 00 01 10

TABLE OF CONTENTS - CONTRACT DOCUMENTS

PROCUREMENT AND CONTRACTING REQUIREMENTS

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

SPECIFICATIONS – GENERAL REQUIREMENTS

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

TECHNICAL SPECIFICATIONS

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

DRAWINGS/DIAGRAMS FOR BID FORM

SEE SECTION 00 01 15

END OF DOCUMENT

DOCUMENT 00 01 15

LIST OF DRAWINGS, TABLES AND SCHEDULES

DRAWINGS /DIAGRAMS FOR BID FORM

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

END OF DOCUMENT

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3. The Project consists of:

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

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

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

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

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

END OF DOCUMENT

DOCUMENT 00 21 13

INSTRUCTIONS TO BIDDERS

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

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

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

Facility Supply Services Contract at Various Sites

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Option Granted _____ **XXXX** _____

Option Not Granted _____

The following entities are eligible to purchase from this Contract:

ADDITIONAL PUBLIC AGENCY LIST

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

ALAMEDA COUNTY

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

ALPINE COUNTY

Alpine County Office of Education
Alpine County Unified School District

AMADOR COUNTY

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

BUTTE COUNTY

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

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

CALAVERAS COUNTY

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

COLUSA COUNTY

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

CONTRA COSTA COUNTY

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

DEL NORTE COUNTY

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

EL DORADO COUNTY

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

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

FRESNO COUNTY

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

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

GLENN COUNTY

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

HUMBOLDT COUNTY

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

Southern Humboldt Joint Unified School District
Trinidad Union Elementary School District

IMPERIAL COUNTY

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

INYO COUNTY

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

KERN COUNTY

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

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

KINGS COUNTY

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

Reef-Sunset Unified School District

LAKE COUNTY

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

LASSEN COUNTY

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

LOS ANGELES COUNTY

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

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

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

MADERA COUNTY

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

MARIN COUNTY

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

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

MARIPOSA COUNTY

Mariposa County Office of Education
Mariposa County Unified School District

MENDOCINO COUNTY

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

MERCED COUNTY

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

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

MODOC COUNTY

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

MONO COUNTY

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

MONTEREY COUNTY

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

NAPA COUNTY

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

NEVADA COUNTY

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

ORANGE COUNTY

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

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

PLACER COUNTY

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

PLUMAS COUNTY

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

RIVERSIDE COUNTY

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

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

SACRAMENTO COUNTY

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

SAN BENITO COUNTY

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

SAN BERNARDINO COUNTY

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

SAN DIEGO COUNTY

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

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

SAN FRANCISCO COUNTY

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

SAN JOAQUIN COUNTY

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

SAN LUIS OBISPO COUNTY

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

SAN MATEO COUNTY

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

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

SANTA BARBARA COUNTY

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

SANTA CLARA COUNTY

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

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

SANTA CRUZ COUNTY

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

SHASTA COUNTY

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

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

SIERRA COUNTY

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

SISKIYOU COUNTY

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

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

SOLANO COUNTY

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

SONOMA COUNTY

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

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

STANISLAUS COUNTY

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

SUTTER COUNTY

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

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

TEHAMA COUNTY

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

TRINITY COUNTY

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

TULARE COUNTY

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

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

TUOLUMNE COUNTY

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

VENTURA COUNTY

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

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

YOLO COUNTY

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

YUBA COUNTY

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

CALIFORNIA STATE UNIVERSITIES

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

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

CALIFORNIA COMMUNITY COLLEGES

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

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

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

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

END OF DOCUMENT

DOCUMENT 00 41 13

BID FORM

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

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

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

PROJECT: Facility Supply Services Contract at Various Sites

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

USE ATTACHED BID FORM MATRIX

Basis of Award

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

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

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

USE ATTACHED BID FORM MATRIX

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

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

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

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

9. **License.**

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

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

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

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

Dated this 30th day of April 2020
Name of Bidder American Modular Systems, Inc.
Type of Organization California Corporation
Signed by [Signature]
Title of Signer President
Address of Bidder 787 Spreckels Ave, Manteca, CA 95336
Taxpayer's Identification No. of Bidder 88-0231944
Telephone Number (209) 825-1921
Fax Number (209) 825-7018
E-mail dan.s@americanmodular.com Web page americanmodular.com
Contractor's License No(s): No.: 661154 Class: B Expiration Date: 12-31-2020
No.: _____ Class: _____ Expiration Date: _____
No.: _____ Class: _____ Expiration Date: _____

If Bidder is a corporation, provide the following:

Name of Corporation: American Modular Systems, Inc.
President: Dan Sarich
Secretary: Belinda Sarich
Treasurer: Belinda Sarich
Manager: NONE

END OF DOCUMENT

DOCUMENT 00 43 13

BID BOND (SECURITY)

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

KNOW ALL PERSONS BY THESE PRESENTS:

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

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

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

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

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

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

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

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

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

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

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

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

American Modular Systems, Inc.
Principal 

By Daniel Sarich
President

Western Surety Company
Surety 

By Elizabeth Collodi, Attorney-in-Fact

InterWest Insurance Services LLC
Name of California Agent of Surety

1357 E Lassen Ave, Chico, CA 95973
Address of California Agent of Surety

(800) 873-3725
Telephone Number of California Agent of Surety

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

END OF DOCUMENT

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Butte)

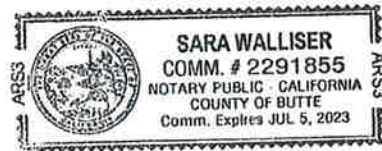
On April 23, 2020 before me, Sara Walliser, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature  (Seal)



Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

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

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

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

- In Unlimited Amounts -

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

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

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



WESTERN SURETY COMPANY

Paul T. Bruflat

Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

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

My commission expires
June 23, 2021



J. Mohr

J. Mohr, Notary Public

CERTIFICATE

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



WESTERN SURETY COMPANY

L. Nelson

L. Nelson, Assistant Secretary

Form F4280-7-2012

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

STATE OF CALIFORNIA
DEPARTMENT OF INSURANCE
SAN FRANCISCO

Amended
Certificate of Authority

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

Western Surety Company

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

Surety and Liability

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

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

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

Fee \$25.00

Wesley J. Kinder
Insurance Commissioner

Rec. No. 61589

Filed 10-4-74

By

Wallace W. Scales
Deputy

Certification

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

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

John Garamendi
Insurance Commissioner

By *Pauline D'Andrea*
Pauline D'Andrea



- Company Profile
- Company Search
- Company Search Results
- Company Information
- Old Company Names
- Agent for Service
- Reference Information
- NAIC Group List
- Lines of Business
- Workers' Compensation Complaint and Request for Action/Appeals Contact Information
- Financial Statements PDF's
 - Annual Statements
 - Quarterly Statements
- Company Complaint
 - Company Performance & Comparison Data
 - Company Enforcement Action
 - Composite Complaints Studies
- Additional Info
 - Find A Company Representative In Your Area
 - View Financial Disclaimer

COMPANY PROFILE

Company Information

WESTERN SURETY COMPANY
151 N. FRANKLIN STREET
CHICAGO, IL 60606

Old Company Names

Effective Date

Agent For Service

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

Reference Information

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

back to top

NAIC Group List

NAIC Group #: 0218 CNA INS GRP

Lines Of Business

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

LIABILITY
 SURETY

back to top

DOCUMENT 00 43 36

DESIGNATED SUBCONTRACTORS LIST

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

PROJECT: Facility Supply Services Contract at Various Sites

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

Subcontractor Name: Sierra Casework Location: Modesto

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

California Contractor License Number: 802541

Subcontractor Name: TNT Construction Location: Perris

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

California Contractor License Number: 726694

Subcontractor Name: Cecal Enterprises Inc. Location: Laguna Nigel

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

California Contractor License Number: 825538

Subcontractor Name: D&B Fire Location: Corona
Scope of Work: Fire Protection If DVBE, Percent of Work: 0 %
California Contractor License Number: C16-410294

Subcontractor Name: Hutton Crane Location: Hayward
Scope of Work: Crane If DVBE, Percent of Work: 0 %
California Contractor License Number: 683819

Subcontractor Name: TL Shields & Assoc Location: Thousand Oaks
Scope of Work: Elevator If DVBE, Percent of Work: 0 %
California Contractor License Number: _____

Subcontractor Name: Robert Boeger Plastering Location: Applegate
Scope of Work: Plaster/Stucco If DVBE, Percent of Work: 0 %
California Contractor License Number: 319451

Subcontractor Name: DST Crane Location: Ventura
Scope of Work: Crane If DVBE, Percent of Work: 0 %
California Contractor License Number: 402528

Subcontractor Name: Reliable Flooring Location: Westlake Village
Scope of Work: Flooring If DVBE, Percent of Work: 0 %
California Contractor License Number: 839258

Subcontractor Name: M&S Painting Location: Canyon Country
Scope of Work: Painting If DVBE, Percent of Work: 0 %
California Contractor License Number: 770713

Subcontractor Name: _____ Location: _____
Scope of Work: _____ If DVBE, Percent of Work: _____ %
California Contractor License Number: _____

Subcontractor Name: _____ Location: _____

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

California Contractor License Number: _____

Subcontractor Name: _____ Location: _____

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

California Contractor License Number: _____

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

Date: April 30, 2020

Proper Name of Bidder: American Modular Systems, Inc.

Signature: [Handwritten Signature]

Print Name: Dan Sarich

Title: President

END OF DOCUMENT

DOCUMENT 00 45 19

NONCOLLUSION AFFIDAVIT
Public Contract Code § 7106

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

The undersigned declares:

I am the President [PRINT YOUR TITLE]

of American Modular Systems, Inc. [PRINT FIRM NAME],

the party making the foregoing Contract.

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

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

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

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

END OF DOCUMENT

DOCUMENT 00 45 22

IRAN CONTRACTING ACT CERTIFICATION (Public Contract Code § 2204)

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

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

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

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

OR

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

OR

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

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

Date: February, 1, 2021

Proper Name of Contractor: American Modular Systems, Inc.

Signature: _____



Print Name: Daniel Sarich

Title: President

END OF DOCUMENT

DOCUMENT 00 45 26

WORKERS' COMPENSATION CERTIFICATION

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

Labor Code section 3700 in relevant part provides:

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

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

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

Date: February 1, 2021

Proper Name of Contractor: American Modular Systems, Inc.

Signature: _____



Print Name: Daniel Sarich

Title: President

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

END OF DOCUMENT

DOCUMENT 00 45 50

PREVAILING WAGE AND
RELATED LABOR REQUIREMENTS CERTIFICATION

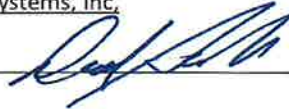
PROJECT/CONTRACT NO.: Facility Supply Service Contract between Santa Cruz City Schools (the "District" or the "Owner") and American Modular Systems, Inc. (the "Contractor" or the "Bidder") (the "Contract" or the "Project").

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

Date: February 1, 2021

Proper Name of Contractor: American Modular Systems, Inc.

Signature: _____



Print Name: Daniel Sarich

Title: President

END OF DOCUMENT

DOCUMENT 00 45 55

**DISABLED VETERAN BUSINESS ENTERPRISE
PARTICIPATION CERTIFICATION**

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

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

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

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

DVBE PARTICIPATION REPORT

Contractor Name: American Modular Systems, Inc.

Date: _____

Project Name: Facilities Supply Contract

Project Number: _____

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

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

YES _____ NO X

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

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

Date: February 1, 2021

Proper Name of Contractor: American Modular Systems, Inc.

Signature: _____ 

Print Name: Daniel Sarich

Title: President

END OF DOCUMENT

DOCUMENT 00 45 60

DRUG-FREE WORKPLACE CERTIFICATION

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

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

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

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

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

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

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

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

Date: February 1, 2021

Proper Name of Contractor: American Modular Systems, Inc.

Signature: _____



Print Name: Daniel Sarich

Title: President

END OF DOCUMENT

DOCUMENT 00 45 65

TOBACCO-FREE ENVIRONMENT CERTIFICATION

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

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

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

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

Date: February 1, 2021

Proper Name of Contractor: American Modular Systems, Inc.

Signature: _____



Print Name: Daniel Sarich

Title: President

END OF DOCUMENT

DOCUMENT 00 45 85

CRIMINAL BACKGROUND INVESTIGATION / FINGERPRINTING CERTIFICATION

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

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

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

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

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

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

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

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

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

Date: February 1, 2021

Proper Name of Contractor: American Modular Systems, Inc.

Signature: _____



Print Name: Daniel Sarich

Title: President

END OF DOCUMENT

DOCUMENT 00 52 13

AGREEMENT

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

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

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

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

2. **The Contract Documents**:

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

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

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

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

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

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

4. **Completion-Extension Of Time:** If Contractor fails to complete the Work within the Contract Time, due allowance being made for the contingencies provided for herein, Contractor shall become liable to District for all loss and damage that District may suffer on account thereof. Contractor shall coordinate its Work with the work of all other contractors. The District shall not be liable for delays resulting from Contractor's failure to coordinate its Work with other contractors in a manner that allows for timely completion of Contractor's Work. Contractor shall be liable for delays to other contractors caused by Contractor's failure to coordinate its Work with the work of other contractors.
5. **Liquidated Damages:** Time is of the essence for all Work to be performed. It is hereby understood and agreed that it is and will be difficult and/or impossible to ascertain and determine the actual damage that District will sustain in the event of and by reason of Contractor's delay; therefore, Contractor shall forfeit to District the following sum(s) ("Liquidated Damages"):
 - **Project Completion:** Five Hundred dollars (\$500.00) per day as Liquidated Damages for each and every day's delay beyond the Contract Time to complete all the Work.
 - 5.1. It is hereby understood and agreed that neither the total cumulative Liquidate Damages amount nor any portion of the Liquidated Damage amount are penalties.
 - 5.2. District may deduct Liquidated Damages from money due or that may become due Contractor under this Agreement. Contractor's forfeiture of Liquidated Damages to District, and District's right to retain Liquidated Damages, are as indicated in Government Code section 53069.85 and as indicated herein and in the General Conditions.
 - 5.3. Contractor and Surety shall be liable for and pay to District the entire amount of Liquidated Damages including any portion that exceeds the amount of the Contract Price then held, retained or controlled by District.
 - 5.4. Liquidated Damages shall be in addition, and not in lieu of, District's right to charge Contractor for the District's cost of completing or correcting items of the Work.
 - 5.5. District may extend the Contract Time if Work is delayed for causes outside the Contractor's control, as further described in the General Conditions. This provision does not exclude the recovery of damages for delay by either party under other provisions in the Contract Documents.
6. **Loss or Damage:** District and its authorized representatives shall not be answerable or suffer loss, damage, expense, or liability for any loss or damage that occurs to the Work, or any part thereof, during its construction and before Completion. Contractor shall assume all liabilities of every kind or nature arising from the Work, either by accident, negligence, theft, vandalism, or any cause whatever; and shall hold District and its authorized representatives harmless from all liability of every kind and nature arising from accident, negligence, or any cause whatever.
7. **Insurance and Bonds:** Contractor shall provide all required certificates of insurance, and payment and performance bonds.
8. **Performance of Work:** If Contractor fails to perform the Work properly or fails to perform any provisions of this Contract, the District, may, pursuant to the General Conditions and without prejudice to any other remedy it may have, cure the deficiencies and deduct the cost thereof from the payment then or thereafter due Contractor.

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

Two million one hundred and forty seven thousand and twenty Dollars

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

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

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

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

Dated: January 28, 2021

Dated: January 6th, 2021

SANTA CRUZ CITY SCHOOLS

CONTRACTOR

By: 

By: 

Print Name: Jimmy Monreal

Print Name: Daniel Sarich

Print Title: Assistant Superintendant Business

Print Title: President

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

END OF DOCUMENT

DOCUMENT 00 54 50

ESCROW OF BID DOCUMENTATION

1. Requirement to Escrow Bid Documentation

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

2. Ownership of Escrow Bid Documentation

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

3. Format and Contents of Escrow Bid Documentation

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

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

4. Submittal of Escrow Bid Documentation

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

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

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

END OF DOCUMENT

DOCUMENT 00 54 55

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

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

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

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

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

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

1. Pursuant to section 22300 of Public Contract Code of the State of California, which is hereby incorporated by reference, Contractor has the following two (2) options:

- Deposit securities with Escrow Agent as a substitute for retention earnings required to be withheld by District pursuant to the Construction Contract No. _____ entered into between District and Contractor for the Facilities Supply Contract Project, in the amount of _____ (\$ _____) dated, _____, 20____, (the "Contract"); **or**
- On written request of Contractor, District shall make payments of the retention earnings for the Contract directly to Escrow Agent.

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

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

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

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

On behalf of District:

Title

Name

Signature

Address

On behalf of Contractor:

Title

Name

Signature

Address

On behalf of Escrow Agent:

Title

Name

Signature

Address

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

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

On behalf of District:

Title

Name

Signature

Address

On behalf of Contractor:

Title

Name

Signature

Address

On behalf of Escrow Agent:

Title

Name

Signature

Address

END OF DOCUMENT

Bond Number: 30125213

Premium: \$21,477.00

DOCUMENT 00 61 14

PERFORMANCE BOND (100% of Contract Price)

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

KNOW ALL PERSONS BY THESE PRESENTS:

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

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

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

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

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

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

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

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

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

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

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

Santa Cruz City Schools SCHOOL DISTRICT

PERFORMANCE BOND
DOCUMENT 00 61 14-1

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

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

CNA/Western Surety Company

151 N FRANKLIN ST, CHICAGO, IL 60606

Attention: Claims Department

Telephone No.: (877) 672 - 6115

Fax No.: (312) 755 - 7276

E-mail Address: claims@cnsurety.com

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

Principal

American Modular Systems, Inc.

(Name of Principal)

(Signature of Person with Authority)

(Print Name) Daniel Sarich
President

Surety

Western Surety Company

(Name of Surety)

(Signature of Person with Authority)

Elizabeth Collodi, Attorney-in-Fact

(Print Name)

Vivian Imperial

(Name of California Agent of Surety)

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

(Address of California Agent of Surety)

(877) 589-6952

(Telephone Number of California Agent of Surety)

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

END OF DOCUMENT

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Butte

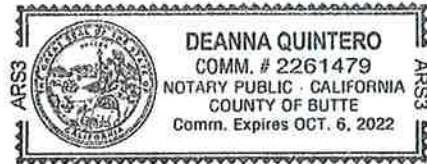
On March 18, 2021 before me, Deanna Quintero, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature  (Seal)



Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

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

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

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

- In Unlimited Amounts -

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

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

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



WESTERN SURETY COMPANY

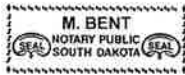
Paul T. Bruflat

Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

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

My commission expires
March 2, 2026



M. Bent

M. Bent, Notary Public

CERTIFICATE

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



WESTERN SURETY COMPANY

L. Nelson

L. Nelson, Assistant Secretary

STATE OF CALIFORNIA
DEPARTMENT OF INSURANCE
SAN FRANCISCO

Amended
Certificate of Authority

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

Western Surety Company

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

Surety and Liability

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

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

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

Fee \$25.00

Rec. No. 61589

Filed 10-4-74

Wesley J. Kinder
Insurance Commissioner

By

Wallace W. Scales
Deputy

Certification

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

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

John Garamendi
Insurance Commissioner

By *Pauline D'Andrea*
Pauline D'Andrea

Bond Number: 30125213

Premium: Included in Performance Bond

DOCUMENT 00 61 15

PAYMENT BOND -- Contractor's Labor & Material Bond (100% of Contract Price)
(Note: Bidders must use this form, NOT a surety company form.)

KNOW ALL PERSONS BY THESE PRESENTS:

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

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

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

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

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

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

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

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

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

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

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

Santa Cruz City Schools SCHOOL DISTRICT

PAYMENT BOND
DOCUMENT 00 61 15 -1

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

Principal

American Modular Systems, Inc.

(Name of Principal)

(Signature of Person with Authority)

Daniel Sarich
(Print Name) President

Surety

Western Surety Company

(Name of Surety)

(Signature of Person with Authority)

Elizabeth Collodi, Attorney-in-Fact

(Print Name)

Vivian Imperial

(Name of California Agent of Surety)

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

(Address of California Agent of Surety)

(877) 589-6952

(Telephone Number of California Agent of Surety)

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

END OF DOCUMENT

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Butte

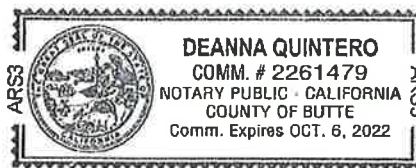
On March 18, 2021 before me, Deanna Quintero, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature  (Seal)



Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

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

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

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

- In Unlimited Amounts -

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

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

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



WESTERN SURETY COMPANY

Paul T. Bruflat

Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

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

My commission expires
March 2, 2026



M. Bent

M. Bent, Notary Public

CERTIFICATE

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



WESTERN SURETY COMPANY

L. Nelson

L. Nelson, Assistant Secretary

STATE OF CALIFORNIA
DEPARTMENT OF INSURANCE
SAN FRANCISCO

Amended
Certificate of Authority

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

Western Surety Company

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

Surety and Liability

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

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

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

Fee \$25.00

Rec. No. 61589

Filed 10-4-74

Wesley J. Kinder
Insurance Commissioner

By

Wallace W. Scales
Deputy

Certification

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

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

John Garamendi
Insurance Commissioner

By *Pauline D'Andrea*
Pauline D'Andrea

DOCUMENT 00 65 36

WARRANTY AND GUARANTEE FORM

1. _____ ("Contractor")

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

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

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

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

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

NAME: _____

ADDRESS: _____

PHONE NO.: _____

EMAIL: _____

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

DOCUMENT 00700

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1. CONTRACT TERMS AND DEFINITIONS

1.1 Definitions

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

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

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

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

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

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

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

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

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

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

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

- 1.1.9.10. Drug-Free Workplace Certification
- 1.1.9.11. Tobacco-Free Environment Certification
- 1.1.9.12. Criminal Background Investigation/Fingerprinting Certification
- 1.1.9.13. Escrow of Bid Documentation (if applicable)
- 1.1.9.14. Escrow Agreement for Security Deposits in Lieu of Retention
- 1.1.9.15. Performance Bond
- 1.1.9.16. Payment Bond (Contractor's Labor and Material Bond)
- 1.1.9.17. Agreement
- 1.1.9.18. Warranty and Guarantee Form
- 1.1.9.19. General Conditions
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- 1.1.9.21. Project Specific proposals (If Any)
- 1.1.9.22. Project Specific Inclusions/Exclusions (If Any)
- 1.1.9.23. Project Specific Responsibility Matrix (If Any)
- 1.1.9.24. Project Plans, Specifications, Technical Specifications, and Drawings
- 1.1.9.25. Change Orders or written modifications to the above documents if approved in writing by the District

- 1.1.10. **Contract Price:** The total monies payable to the Contractor under the terms and conditions of the Contract Documents.
- 1.1.11. **Contract Time:** The time period stated in the Agreement for the Completion of the Work.
- 1.1.12. **Contractor:** The person or persons identified in the Agreement as contracting to perform the Work , or the legal representative of such person(s).
- 1.1.13. **Day(s):** Unless otherwise designated, day(s) means calendar day(s).
- 1.1.14. **District:** The public agency or the school district for which the Work is performed.
- 1.1.15. **Drawings:** (or "Plans") The graphic and pictorial portions of the Contract Documents showing the design, location, scope and dimensions of the Work, generally including plans, elevations, sections, details, schedules, sequence of operation, and diagrams.
- 1.1.16. **DSA:** Division of the State Architect.
- 1.1.17. **Force Account Directive:** A process that may be used when the District and the Contractor cannot agree on a price for a specific scope of work or before Contractor prepares a price for the scope of work, Contractor performs on a time and materials basis.
- 1.1.18. **Labor Compliance Program:** (or "LCP") The program and related documents and practices necessary for the program by which the District and/or the California Department of Industrial Relations ensures that Contractor and all Subcontractors pay prevailing wages to all workers performing Work on the Project.
- 1.1.19. **Premises:** The real property owned by the District on which the Project Site is located.
- 1.1.20. **Product(s):** New material, machinery, components, equipment, fixtures and systems forming the Work, including existing materials or components required and approved by the District for reuse.
- 1.1.21. **Product Data:** Illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by Contractor to illustrate a material, product, or system for a scope of the Work.

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

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

1.2. Assignment

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

1.3. Prohibited Interests

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

1.4. Notice And Service Thereof

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

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

1.5. Substitution

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

process for requesting substitutions will be set forth.

2. DISTRICT

2.1. Occupancy

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

2.2. District's Status

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

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

2.3. District's Decisions

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

3. ARCHITECT

3.1. Architect shall have the authority to act on behalf of District to the extent expressly provided in the Contract Documents and to the extent determined by District to, among other things, observe the progress and quality of the Work on behalf of the District. Architect shall have authority to reject materials, workmanship, and/or the Work whenever rejection may be necessary, in Architect's reasonable opinion, to insure the proper execution of the Contract and conformance to the contract.

3.2. Architect shall, with the District and on behalf of the District, determine the amount, quality, acceptability, and fitness of all parts of the Work, and interpret the Specifications, Drawings, and shall, with the District, interpret all other Contract Documents.

3.3. Architect shall have all authority and responsibility established by law, including title 24 of the California Code of Regulations.

3.4. Contractor shall provide District and the Construction Manager with a copy of all written communication between Contractor and Architect at the same time as that communication is made to Architect, including, without limitation, all RFIs, correspondence, submittals, claims, and proposed change orders.

3.5. In case of ambiguity, conflict, or lack of information, Architect shall furnish with reasonable promptness, additional instructions by means of drawing or otherwise, necessary for proper execution of work. All such

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

4. CONSTRUCTION MANAGER

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

5. INSPECTOR, INSPECTIONS AND TESTS

5.1. Inspection Fees for Permanent Utilities

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

5.2. District's Inspector

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

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

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

5.3. Tests And Inspections

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

6. CONTRACTOR

6.1. Workers

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

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

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

6.2. Laws And Regulations

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

6.2.2. Contractor shall be responsible for familiarity with the Americans with Disabilities Act (ADA) (42 USC 12101 et seq.). Installations of equipment and other devices shall be in compliance with ADA regulations.

6.3. Permits And Licenses

6.3.1. District shall obtain and pay for all other permits and licenses required for the Work, including excavation permit and for plumbing, mechanical and electrical work, and traffic control/operations in or over public streets or right of way under the jurisdiction of public agencies other than the District.

6.3.2. The District shall arrange and pay for all off-site inspection of the Work related to permits and licenses, including certification, required by the specifications, drawings, or by governing authorities.

6.3.3. Before acceptance of the Project, the Contractor shall submit all licenses, permits, and required approvals to the District.

6.4. Materials

6.4.1. Except as otherwise specifically stated in this contract, Contractor shall provide and pay for all materials, labor, tools, equipment, and transportation, to execute and complete this Contract within specified time.

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

6.4.3. Materials shall be furnished in ample quantities and at such times as to insure uninterrupted progress of work and shall be stored properly and protected as required. Contractor shall be entirely responsible for damage or loss by weather or other causes to materials or work under this contract.

6.4.4. No materials, supplies, or equipment for Work under this Contract shall be purchased subject to any chattel mortgage or under a conditional sale or other agreement by which an interest therein or in any part thereof is retained by seller or supplier. Contractor warrants good title to all material, supplies, and equipment installed or incorporated in work and agrees upon completion of all Work to deliver premises, together with all improvements and appurtenances constructed or placed thereon by him, to District free from any claims, liens, or charges. Contractor further agrees that neither he nor any person, firm, or corporation furnishing any materials or labor for any Work covered by this Contract shall have any right to a lien upon premises or any improvement or appurtenance thereon, except that Contractor may install metering devices or other equipment of utility companies or of political subdivisions, title to which is commonly retained by the utility company or political subdivision. In event of installation of any such metering device or equipment, Contractor shall advise District as to owner thereof. Nothing contained in this article,

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

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

6.5. Contractor's Supervision

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

6.6. Documents on Work

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

6.7. Protection of Work And Property

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

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

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

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

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

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

6.8. Cleaning Up

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

6.9. Fingerprinting

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

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

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

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

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

6.10. Drugs, Tobacco, Alcohol, Animals

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

7. SUBCONTRACTOR

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

8. OTHER CONTRACTS/CONTRACTORS

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

9. DRAWINGS AND SPECIFICATIONS

9.1. Contract Documents.

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

9.2. Interpretations.

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

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

9.3. Standards, Rules, and Regulations

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

9.4. Copies Furnished

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

9.5. Ownership of Drawings

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

9.6. Examination of Contract Documents

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

9.7. Additional Instructions

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

9.8. Quality of Parts, Construction and Finish

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

9.9. Contractor's Variation from Contract Document Requirements

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

10. CONTRACTOR'S SUBMITTALS AND SCHEDULES

10.1. Progress Schedule

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

10.2. Submittals

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

10.3. Shop Drawings

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

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

11. SITE ACCESS, CONDITIONS AND REQUIREMENTS

11.1. Easements

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

11.2. Surveys

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

11.3. Sanitary Facilities

Sanitary Facilities shall be supplied by the District.

11.4. Layout And Field Engineering

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

11.5. Removal of Hazardous Materials

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

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

11.6. Cutting And Patching

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

11.7. Access To Work

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

11.8. Soils Investigation Report

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

11.9. Compliance With State Storm Water Permit for Construction

As required per the Contractor's Scope of Work:

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

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

11.10. Utilities

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

11.11. Temporary Facilities

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

12. TRENCHES

12.1. Trenches and Excavations Five Feet or More in Depth

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

12.2. Trenches and Excavations Deeper than Four Feet

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

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

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

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

13. INSURANCE AND BONDS

13.1. Contract Security

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

13.2. Worker's Compensation Insurance

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

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

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

13.2.2.1.1. The Voluntary Compensation Endorsement; and

13.2.2.1.2. Broad Form All States Endorsement; and

13.3. Commercial General Liability And Property Damage Insurance

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

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

13.4. Automobile Liability Insurance

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

13.5. Proof Of Carriage of Insurance

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

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

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

13.6. Substitution of Security

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

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

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

13.6.1.3.1. The amount of securities to be deposited,

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

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

13.6.1.3.4. Decrease in value of securities on deposit,

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

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

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

14. WARRANTY/GUARANTEE/INDEMNITY

14.1. Guarantee

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

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

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

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

14.2. Indemnification

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

14.3. Patents, Royalties, And Indemnities

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

15. TIME

15.1. Time For Completion

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

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

15.2. Inclement Weather

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

15.3. Extension of Time

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

15.4. Determining Damages for Delay

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

15.5. Removal or Relocation of Main or Trunkline Utility Facilities

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

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

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

16. CHANGES TO THE WORK

16.1. Change Order Work

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

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

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

16.1.8.1 **Unit Cost.** If scope of work is included in Bid Matrix, said pricing shall be used.

16.1.8.2 **Labor.** The costs of labor will be the actual cost for published prevailing wages for each craft or type of worker at the time the extra work is done, plus employer payments of payroll taxes and insurance, health and welfare, pension, vacation, apprenticeship funds, and other direct costs resulting from Federal, State or local laws, as well as assessment or benefits required by lawful collective bargaining agreements. The use of a labor classification which would increase the extra work cost will not be permitted unless the Contractor establishes the necessity for such additional costs. Labor costs for equipment operators and helpers shall be reported only when such costs are not included in the invoice for equipment rental.

16.1.8.2. **Materials.** The cost of materials reported shall be at invoice or the lowest current price at which such materials are locally available in the quantities involved, plus sales tax, freight and delivery. Materials cost shall be based upon supplier or manufacturer's invoice.

16.1.8.3. **Tool and Equipment Use.** No payment will be made for the use of small tools, tools which have a replacement value of \$1,000 or less. Regardless of ownership, the rates to be used in determining equipment use costs shall not exceed listed rates prevailing locally at equipment rental agencies, or distributors, at the time the Work is performed.

16.1.8.4. **Overhead, Profit and Other Charges.** The mark-up for overhead (including supervision) and profit on Work added to the Contract shall be according to the following:

16.1.8.4.1. "Net Cost" is defined as consisting of costs of labor, materials and tools and equipment only excluding overhead and profit. The costs of applicable insurance and bond premium will be reimbursed to the Contractor and subcontractors at cost only, without mark-up.

16.1.8.4.2. For Work performed by the Contractor's forces the added cost for overhead and profit shall not exceed fifteen (15%) percent of the Net Cost of the Work.

16.1.8.4.3. For Work performed by a subcontractor, the added cost for overhead and profit shall not exceed fifteen (15%) percent of the Net Cost of the Work to which the Contractor may add five (5%) percent of the subcontractor's Net Cost.

16.1.8.4.4. For Work performed by a sub-subcontractor the added cost for overhead and profit shall not exceed fifteen (15 %) percent of the Net Cost for Work to which the subcontractor and general contractor may each add an additional five (5 %) percent of the Net Cost of the lower tier subcontractor.

16.1.8.4.5. No additional mark-up will be allowed for lower tier subcontractors, and in no case shall the added cost for overhead and profit payable by District exceed twenty-five (25%) percent of the Net Cost as defined herein.

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

17. REQUEST FOR INFORMATION

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

18. PAYMENTS

18.1. Payments And Retention

- 18.1.1.** Each month as soon as practicable after receipt of approved periodical estimate for partial payment, but in order to avoid the payment of interest, in any event within THIRTY (30) days of receipt of such periodical estimate, there shall be paid to Contractor a sum equal to ninety-five percent (95%) of the value of work performed up to the last day of the previous month, less the aggregate of previous payments. Upon receipt of a payment request, the District shall as soon as practicable determine whether the payment request is proper. If the request is determined not to be a proper payment request suitable for payment, it shall be returned to the Contractor as soon as practicable within SEVEN (7) days after receipt and shall be accompanied by a statement in writing as to the reasons why the payment request is not proper. Monthly payments shall be made only on the basis of monthly estimates which shall be prepared by Contractor on a form approved by the District and filed before the fifth (5th) day of the month during which payment is to be made. Work completed as estimated shall be an estimate only and no inaccuracy or error in said estimate shall operate to release Contractor or any bondsman from damages arising from such Work or from enforcing each and every provision of this Contract and District shall have the right subsequently to correct any error made in any estimate for payment. Contractor shall not be entitled to have any payment estimates processed or be entitled to have any payment made for Work performed so long as any lawful or proper direction given by the District concerning the Work, or any portion thereof, remains uncompleted with.
- 18.1.2** The first payment, for engineering services and DSA drawing preparation, shall be made at DSA approval.
- 18.1.3.** The final payment of five percent (5%) of the value of work done under this Contract, if unencumbered, shall be made within SIXTY (60) days after the date of completion of the Work, provided however, that in the event of a dispute between the District and the Contractor, the District may withhold from the final payment an amount not to exceed one hundred and fifty percent (150%) of the disputed amount. Completion means any of the following as provided by Public Contract Code section 7107:
- 19.1.2.1** The occupation, beneficial use, and enjoyment of a work of improvement, excluding any operation only for testing, startup, or commissioning, by the public agency, or its agent, accompanied by cessation of labor on the work of improvement.
 - 19.1.2.2.** The acceptance by the public agency, or its agent, of the work of improvement. For purposes of this Contract, the acceptance by the District means acceptance made only by an action of the governing body of District in session. Acceptance by Contractor of said final payment shall constitute a waiver of all claims against District arising from this contract.
 - 19.1.2.3.** After the commencement of a work of improvement, a cessation of labor on the work of improvement for a continuous period of 100 days or more, due to factors beyond the control of the Contractor.
 - 19.1.2.4.** After the commencement of a work of improvement, a cessation of labor on the work of improvement for a continuous period of 30 days or more, if the public agency files for record a notice of cessation or a notice of completion.
- 18.1.4.** This Contract is subject to the provisions of Public Contract Code section 7107.

18.1.5. At any time after fifty percent (50%) of the work has been completed, if the District, by action of its governing body, finds that satisfactory progress is being made, District may make any of the remaining payments in full for actual work completed or may withhold any amount up to five percent (5%) thereof as District may find appropriate based on the Contractor's progress.

18.1.6. Whenever any part of the Work is in a condition suitable for use, and the best interest of the District requires such use, the District may take possession of, connect to, open for public use, or use a part thereof. When so used, maintenance and repairs due to ordinary wear and tear or vandalism will be made at District's expense. The use by the District as contemplated in this section shall in no case be construed as constituting acceptance of the Work or any part thereof. Such use shall neither relieve the Contractor of any of his responsibilities under the Contract nor act as a waiver by the District of any of the conditions thereof. Contractor shall continue to maintain all insurance.

18.2. Payments Withheld

18.2.1. In addition to amounts, which the District may retain under other provisions of the Contract Documents, the District may withhold payments due to Contractor as may be necessary to cover:

18.2.1.1. Stop Payment Notice Claims.

18.2.1.2. Defective work not remedied.

18.2.1.3. Failure of Contractor to make proper payments to its subcontractors or suppliers.

18.2.1.4. Completion of the Contract if there exists a reasonable doubt that the Work can be completed for balance then unpaid.

18.2.1.5. Damage to another contractor or third party.

18.2.1.6. Amounts which may be due the District for claims against Contractor.

18.2.1.7. Failure to provide updates on the construction schedule.

18.2.1.8. Site clean-up.

18.2.1.9. Failure of the Contractor to comply with requirements of the Contract Documents.

18.2.1.10. Liquidated damages.

18.2.1.11. Legally permitted penalties.

18.2.2. Upon completion of the Contract, the District will reduce the final Contract amount to reflect costs charged to the Contractor, back charges or payments withheld pursuant to the Contract Documents.

18.2.3. District may apply such withheld amount or amounts to payment of such claims or obligations at its discretion. In so doing, District shall be deemed the agent of Contractor and any payment so made by District shall be considered as a payment made under the Contract by District to Contractor and District shall not be liable to Contractor for such payments made in good faith. Such payments may be made without prior judicial determination of claim or obligations. District will render Contractor a proper accounting of such funds disbursed on behalf of Contractor.

18.3. Payments By Contractor

Contractor shall pay:

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

19. COMPLETION OF WORK

19.1. Closeout Submittals

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

19.2. Record ("As Built") Drawings

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

20. NONCONFORMING WORK AND CORRECTION OF WORK

20.1. Deductions For Uncorrected Work

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

20.2. Correction Of Work Before Final Payment

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

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

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

21. TERMINATION AND SUSPENSION

21.1. District's Right To Terminate Contract

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

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

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

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

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

22. DISPUTES AND CLAIMS

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

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

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

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

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

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

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

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

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

22.3. Governing Law And Venue

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

22.4. Notification of Third Party Claims

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

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

23.1. Wage Rates, Payroll Records And Debarment

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

23.2. Debarment

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

23.3. Apprentices

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

23.4. Hours of Work

23.4.1. As provided in article 3 (commencing at section 1810), chapter 1, part 7, division 2 of the Labor Code, EIGHT (8) hours of labor shall constitute a legal day's work. The time of service of any worker employed at any time by the Contractor or by any subcontractor on any subcontract under this Contract upon the Work or upon any part of the Work contemplated by this Contract is limited and restricted to EIGHT (8) hours during any one calendar day and FORTY (40) hours during any one calendar week, except as hereinafter provided. Notwithstanding the provisions herein above set forth, work performed by employees of Contractor in excess of EIGHT (8) hours per day, and forty (40) hours during any one week, shall be permitted upon this public work upon compensation for all hours worked in excess of EIGHT (8) hours per day at not less than one and one-half times the basic rate of pay.

23.4.2. The Contractor and every subcontractor shall keep an accurate record showing the name of and actual hours worked each calendar day and each calendar week by each worker employed by him in connection with the Work or any part of the Work contemplated by this Contract. The record shall be kept open at all reasonable hours to the inspection of the District and to the Division of Labor Law Enforcement, Department of Industrial Relations of the State of California.

23.4.3. Any work necessary to be performed after regular working hours or on Sundays or other holidays shall be performed without additional expense to District. Refer to Special Conditions for information on specific time-of-day and weekend hour restrictions, which apply to this Contract. Should District request expedited schedule, Contractor and District will agree to Change Order prior to commencement of work.

23.5. Labor Compliance Monitoring And Enforcement

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

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

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

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

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

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

23.6. Labor/Employment Safety

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

24. MISCELLANEOUS

24.1. Excise Taxes

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

24.2. Assignment of Antitrust Actions

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

24.3. Provisions Required By Law Deemed Inserted

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

END OF DOCUMENT

DOCUMENT 00 71 00

SPECIAL CONDITIONS

1. General

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

2. Commencement and Completion of Work

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

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

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

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

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

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

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

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

3. Mitigation Measures

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

4. Fingerprinting

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

5. Liquidated Damages

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

6. Insurance Policy Limits.

The limits of insurance shall not be less than:

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

7. Permits, Certificates, Licenses, Fees, Approval

All permits will be paid for by the District.

8. Project Inspection

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

9. Bidder Qualifications

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

10. Piggyback Contracting

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

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

11. Modular Building Specific Special Conditions

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

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

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

END OF DOCUMENT

DOCUMENT 01 23 00

ALTERNATES AND UNIT PRICING

1. ALTERNATES AND UNIT PRICES

1.1. Related Documents and Provisions

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

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

2. ALTERNATES

There are no alternates for this contract.

3. UNIT PRICING

3.1. Description

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

3.2. Unit Prices

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

END OF DOCUMENT

DOCUMENT 01 52 10

SITE STANDARDS

1. GENERAL

1.1. Related Documents and Provisions

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

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

1.2. Requirements of the District

1.2.1. Drug-Free Schools and Safety Requirements:

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

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

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

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

1.2.3. Disturbing the Peace (Noise and Lighting):

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

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

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

1.2.4. Traffic:

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

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

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

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

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

END OF DOCUMENT

MODULAR BUILDINGS SPECIFICATION

1. GENERAL

1.1. Related Documents and Provisions

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

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

1.2. Summary

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

1.3. Provided by District – Not in Contract

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

1.4. Definitions

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

1.5. Submittals

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

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

1.6. Stockpiling

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

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

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

1.7. Approval By the Division of the State Architect

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

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

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

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

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

1.8. Inspection

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

Inspectors shall be retained by the District.

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

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

1.9. Coordination of Work

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

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

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

1.10. Guarantee/Warranty

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

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

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

1.11. Asbestos Certification

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

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

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

1.12. Certification of Compliance

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

1.13. Applicable Documents

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

- | | |
|--------------------------------------|--|
| California Administrative Code (CAC) | |
| Title 5 Education Code | Title 21 Public Works |
| Title 19 Public Safety | Title 24 Building Code |
| Title 20 Public Utilities | Title 25 Housing Community Development |

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

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

2. PRODUCTS

2.1. Material and Workmanship

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

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

3. DESIGN CRITERIA & EXECUTION

3.1. General

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

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

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

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

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

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

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

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

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

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

3.2. Roof Overhang

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

3.3. Dimensions

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

3.4. Load Criteria

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

3.5. Foundations

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

3.6. Framing, Roof, Walls, and Floor

- 3.6.1.** The buildings shall be a moment-resisting rigid steel frame structure or steel attachments as required to resist lateral loads in both directions as approved by DSA. Steel frame building/wood frame construction shall meet the minimum design requirements of stud grade, spacing, etc. as per latest edition of C.B.C. listed below.
- 3.6.2.** All framing lumber shall be marked MC-15 or surfaced dry (S-Dry).
- 3.6.3.** Roof Framing
- 3.6.3.1.** Joists – Light gauge Cee or Zee Steel Purlins, minimum spacing 24" o/c.

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

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

3.6.4. In-Fill Wall Framing

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

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

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

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

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

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

3.6.5. Floor Framing

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

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

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

3.6.5.4. Light Weight Concrete.

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

3.7. Moisture Barrier

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

3.8. Siding

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

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

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

3.9. Trim

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

3.10. Skirting

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

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

Ramp & Landing Skirt

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

3.11. Roofing

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

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

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

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

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

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

3.12. Roofing, Snowloads

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

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

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

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

3.12. Metal Exterior Doors

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

3.13. Pressed Metal Frames

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

3.14. Hardware

3.14.1. Exterior Doors

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

3.15. Entry Stoop and Ramp

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

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

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

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

3.16. Interior Walls

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

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

3.17. Suspended Acoustical Ceiling and Acoustical Panels

Ceiling that support light fixtures or grills shall have a minimum classification of Heavy Duty per ASTM C635. Grid shall be direct hung in strict accordance with Title 21 CAC and Title 24 CAC and IR No. 47-4 issued by DSA.

Acoustical panels shall be 5/8" minimum thick, mineral fiberboard or vinyl-faced fiberglass lay-in panels, square edge, ASTM flame spread index Class I (0-25), 24" x 48" modular size, light reflection 75% minimum, noise reduction coefficient of 0.65 minimum.

Inspect after installation and replace exposed members showing dents or defects.

3.18. Lighting

3.18.1. The Contractor shall furnish a LED lighting system that complies with the following:

- 3.18.1.1.** Shall incorporate energy efficiency.
- 3.18.1.2.** Overall illumination at desk level (30" above the floor) of an average 50-foot candles.
- 3.18.1.3.** The maximum brightness of lighting sources at time of installation shall not exceed 50-foot lamberts.
- 3.18.1.4.** Night lighting shall be provided at exit(s) as manufactured by Enertron or equal. (As applicable)

3.19. Electrical

- 3.19.1.** Provide panel schedule with electrical load calculations on drawings. Eight (8) duplex convenience outlets, grounding type, commercial grade, shall be provided in each classroom and storage building. Four outlets maximum per circuit shall be allowed. They shall be located as evenly spaced as practical with two (2) per wall around the room, 12" to 18" above the floor.
- 3.19.2.** A 12" diameter electric wall clock may be installed in the classroom building near the center of the rear wall approximately seven (7) feet above the floor, as requested.
- 3.19.3.** All electrical wiring 110V and greater shall be in conduit systems and shall meet or exceed the requirements of NEC minimum size conduit ½".
- 3.19.4.** Acceptable Conduit:
 - 3.19.4.1.** Electrical metallic tubing (EMT); galvanized thin wall.
 - 3.19.4.2.** Flex (Interior); galvanized steel.
 - 3.19.4.3.** Flex (Exterior); galvanized steel with factory-applied PVC jacket.
- 3.19.5.** All conduits shall be continuous from outlet to outlet and shall be secured in conformance with T- 24, Part 3. Field bends shall be avoided wherever possible. Where bends must be made, use an appropriate "Hickey" or bending machine. Ream and debur all conduit prior to installation and terminate in appropriate bushing or conductors.
- 3.19.6.** Wiring shall be No.14 minimum copper type TW, THW, THHN, or THWN, as applicable. Conduit fill shall not exceed requirements of T-24, Part 3. A separate grounding conductor shall be pulled throughout the entire system. Take care to avoid damage to wire or insulation during pull-in. Use powdered soapstone or a pulling compound such as "Yellow 77" lubricant, if necessary.
- 3.19.7.** Load monitoring, program bell, clock system, public address system, intercom system, T.V. system, projectors, data system, security system, cameras, electronic card reader systems or boxes except as noted on drawings are by others.

3.20. Windows

Provide 8'x4" anodized non-operable aluminum frame with nail-on flange dual glazed 3/16" gray tempered over 1/8" clear tempered window units in opposite walls. One window shall be installed in the same wall and a minimum of two (2) feet from the door. The restroom building shall have windows as per Contractor's pre-approved DSA plans. Window frame shall be fixed. Glazing material shall be tempered glass of solar gray, glare-reduced type. Header height shall be the same as the door. Windows shall not be mounted to the exterior plywood surface. All windows shall meet the AAMA GS101-88 Voluntary Specifications for aluminum prime windows and glass (ANSI), commercial grade.

3.21. Painting

- 3.21.1.** All exposed surfaces shall be painted except non-operable aluminum window frames and thresholds. Material shall be of the grade specified or equal.
- 3.21.2.** Exterior- Wood siding, trim and skirting - Flat latex; Apply one coat of primer and at least one finish coat. Prime coat shall be brushed on or sprayed and back brushed into all grooves in the siding. If necessary, in the opinion of the inspector, an extra coat shall be applied to all grooves

so that the finish coat will have a uniform appearance. Spray coating only of prime coat is not acceptable. Allow prime coat to dry according to manufacturer's recommendation. Prime and finish coats shall be compatible and manufactured by the same company. Color will be selected by the District after Award of the Bid.

Reference Brands	Dunn <u>Edwards</u>	<u>Kelly Moore</u>
Exterior	SSHV-10	1240-XXX

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

Reference Brands	Dunn <u>Edwards</u>	<u>Kelly Moore</u>
Finish	SSHL-40	1650-XXX

3.21.4. Metal – All metal non-galvanized surfaces shall be primed with rust inhibitive primer.

3.22. Floor Covering and Base

3.22.1. Carpeting. All classroom and storage buildings shall be carpeted with direct glue-down type per State of California Specification 7220-XXX-01, Group I, Type A, Class 24. Color will be selected by the District after Award of the Bid.

3.22.2. The carpet density shall be 4600 minimum. Pile yarn shall be a braided nylon. Suitable metal molding strips shall be installed according to the manufacturer's written instructions to protect the carpet edge at all interfaces with other flooring. No cross seams will be allowed.

3.22.3. Resilient Sheet Vinyl. All restroom buildings shall have Armstrong Connection Corlon, or approved equal. Install per manufacturer's instructions. Noted sheet vinyl is the minimum standard of quality acceptable and, if used, shall be provided with integral 6' min. cove base.

3.22.4. Resilient Topset Cove Base @ Classrooms. Best quality, molded rubber, 1/8" thick, 4" high, molded top-set cove. Provide preformed base for square external corners and preformed end stops where base does not abut. Provide solid color as manufactured by Roppe or equal. Apply seamless cove throughout complete perimeter of buildings.

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

3.23. Insulation

Wall and floor insulation shall have a rating of R-13. Ceiling insulation shall have a rating of R-19. Floor insulation shall be secured in a manner approved by the District Architect.

The insulation support material shall prevent movement of the insulation during transportation. The insulation and support material shall be intact upon delivery to the site and shall completely cover the floor cavity.

3.24. Heating, Ventilation and Air Conditioning

- 3.24.1.** At the classroom building, the Contractor shall provide power ventilation.
- 3.24.2.** The HVAC units will be single package wall mounted air to air electric heat pump with R-410 coolant. Unit shall be rated in accordance with ARI Standard 240-77.
- 3.24.3. Performance**
- 3.24.3.1.** Efficiency shall be 11 EER (Energy Efficient Ratio) certified by the manufacturer and verified by, ARI Standard 210 / 240 - 94. The HVAC system shall have a minimum 3 supply diffusers, and a direct wall return.
- 3.24.3.1.1.** Combo unit (s) shall be factory assembled, piped, wired, tested and provided with operating refrigerant charge. Unit shall be U.L. and C.E.C. listed.
- 3.24.3.1.2.** Filters shall be as hereinafter specified.
- 3.24.3.1.3.** HVAC unit shall be suitable for outdoor installation.
- 3.24.3.1.4.** Filter shall be U.L. listed class 2 throw away type (SFM listing 3175-140:006) and shall have 25% efficiency based on ASHRAE Test Standard 52-76. (Standard of quality shall be Farr 30/30 or approved equal.)
- 3.24.3.1.5.** Reference Brands: Bard S43H series or equivalent.
- 3.24.3.1.6.** All units shall be electric heat pump(s), one (1) phase system, UL approved or comparable and meet current energy standards.
- 3.24.4.** At elevations where the HVAC heat pump noted above is not adequate to meet the listed criteria, the Contractor shall provide a HVAC heat pump that will meet the geographic requirements.
- 3.24.4.1.** The system shall maintain an automatically controlled indoor classroom temperature of 78 degrees F in summer and 68 degrees F in winter with a 45 percent relative humidity when the outdoor dry bulb temperature varies between 100 degrees F in summer and 10 degrees F in winter and a wet bulb temperature of 72 degrees F (average).
- 3.24.4.2.** The system must maintain the above temperatures when the damper is adjusted to use approximately one-third (1/3) fresh air.
- 3.24.5. Ductwork**
- 3.24.5.1.** Construct all ductwork of galvanized sheet metal in accordance with UMC, ASHRAE Guide Equipment Volume and SMACNA Low-Velocity Duct Construction Manual, latest editions. All ductwork shall be insulated with 1" thick fiberglass duct wrap with vapor barrier. Provide 1" duct attenuation at all ductwork within 2'0" of HVAC unit.
- 3.24.5.2.** Nonmetallic Ductwork option: In accessible concealed portions of duct system rigid 1" fiberglass or insulated "Flexduct: with vapor barrier may be substituted for sheet metal ductwork. All ductwork within 2' of the HVAC unit and all interface connections shall be metal. Duct work and reinforcement shall be designed for 2" static pressure. Reference Brands: "Owens-Corning Fiberglass: Duct Board, 1" thick, and "Manville" Micro-Aire, Type 475. Nonmetallic ductwork shall conform to NFPA 90-A and 90-B and SMACNA Class 1 rating.

3.24.6. Registers and Diffusers: Provide three (3) minimum four-way throw air diffusers as manufactured by Nailor commercial-grade grilles and registers or equivalent.

3.24.7. Thermostat

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

3.24.7.1.1. Five (5) and two (2) weekday/weekend programming with four (4) separate time/temperature settings per 24-hour period.

3.24.7.1.2. Programmable display.

3.24.7.1.3. Two-hour override minimum.

3.24.7.1.4. Status-indicated LEDs.

3.24.7.1.5. Battery back-up.

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

3.24.7.3. White Rodgers 1F85 or equal is required.

3.24.8. Notes

3.24.8.1. Calculations shall be based on an occupancy for 24'x40' building of thirty (30) pupils and an interior space of approximately 9,000 cubic feet. Calcs shall be modified accordingly with increase in size of building (30'x32', 36'x40', 48'x40'). The mechanical ventilation system shall provide approximately 15 cubic feet of air per minute per pupil.

3.24.8.2. This size building is exempt from the requirements pertaining to HVAC equipment contained in the citation, Paragraph 3.28.

3.24.8.3. Manufacturer's literature, operating instructions and guarantee shall be delivered to the school office at the time the building is complete/ready for occupancy.

3.24.8.4. The unit shall be installed in strict accordance with manufacturer's instructions with particular attention to required flashing. The District shall be responsible for the cost of the air balance and/or commissioning report if specified.

3.24.8.5. Energy Management Systems design and installation is by others. Contractor to provide conduit pathway where required.

3.25. Plumbing Fixtures and Trim – Restroom Building

3.25.1. Compression Fittings. No. 3150LK. Exposed stops and supplies shall be ½" Speedway No. SR3712A, lock shield, loose key, or equal.

3.25.2. Accessible Water Closet: Kohler, 17" high, wall-mounted, Zurn flush valve, Bemis white open-front seat, or equal.

3.25.3. Non-Accessible Water Closet: Kohler, Zurn flush valve, Bemis white open-front seat, or equal.

3.25.3.1. As a minimum (Multi-occupancy) provide: Boys - 1 regular & 1 accessible: Girls - 3 regular & 1 accessible.

3.25.4. Lavatory: Kohler, or equal. With Zurn metered faucet, or equal.

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

3.25.5. Urinal (12'x40' unit only): Kohler, or equal. with Zurn flush valve, concealed hanger, or equal.

3.25.5.1. As a minimum (Multi-occupancy) provide: Boys - 3 each @ 12"x40" unit.

3.25.6. Toilet partitions and Urinal Screen: Floor mounted, overhead braced, solid plastic type (by Accurate) or approved equal.

3.25.7. Stainless Steel Handicapped Compliance Grab Bars: two per each enclosure.

3.25.8. Mirror: Stainless steel framed mirror Bobrick B165 or equal, one (1) for each lavatory.

3.26. Plumbing – Classroom Building

Provide rough-in plumbing with access panel for potential sink in all classroom buildings having a floor area over 960 sq. Ft. (36'x40', 48'x40'). Location shall be determined by District prior to fabrication.

3.27. Fire Alarm

Contractor shall install exterior-accessed & recessed junction box near the electric distribution panel with ½" conduit stubbed up wall to above the ceiling for future connection by others. Contractor shall also install ½" conduit from fire alarm pull station junction box mounted near the front exit door, up to (1) interior horn, (1) exterior horn & (1) interior strobe boxes accordingly, and then stubbed up above ceiling, also for future connection by others. All exterior boxes will be covered by a weather proof metal plate. Horns/strobe shall be mounted near the doorway area at 80" above finished floor/grade. The system shall have a dedicated electrical circuit.

3.28. Fire Extinguisher

Each portable classroom shall be equipped with a pressure-type fire extinguisher with 2A10BC UL rating, to be mounted on the interior wall of the building near the doorway at a height of four (4') feet. Fire extinguishers shall be totally charged and have dial indicating the state of charge.

3.29. Whiteboard

Whiteboards shall be 28 gauge porcelain enamel steel white facing sheet suitable to accept dry erase felt markers. The facing sheet shall be laminated, using a hot melt adhesive, to a medium density particle board substrate with a minimum density of 45#/c. ft. The panel shall have a foil backing. The panels shall have extruded aluminum molding and chalk rail with a minimum of two (2) 15/16" projection from the face of the panel. A full-length map rail shall be provided with cork inset and end stops. The map rail and chalk rail are to incorporate a channel to wrap around the panel. Three (3) map hooks with clips per panel shall be provided. One (1) flag holder, ½" size, shall be provided for each classroom. Each classroom shall have two (2) each 4 x 8 panels installed side by side to make a 4 x 16 panel, centered on one (1) of the long walls. Reference Brands: Chatfield Clarke Company LCS Type, or equal.

3.30. Energy Conservation

The bidder's attention is directed to Title 24 CAC, Building Standards, Part 6, Division T20, Chapter 2, Subchapter 4 Article 2, on energy conservation regulations and required certification.

3.31. Interior Wood Doors

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

3.32. Casework

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

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

3.32.3. Modifications to WI Manual;

3.32.3.1. Plastic Laminate. NEMA LD3 for the following:

3.32.3.1.1. Horizontal Surfaces. ULEF General Purpose Type, nominal 0.050 inch thick.

3.32.3.1.2. Vertical Surfaces. ULEF Vertical-Surface Type, nominal 0.028 inch thick.

3.32.3.1.3. Cabinet Liners. ULEF Cabinet-Liner Type, nominal 0.020 inch thick.

3.32.3.1.4. Backing Sheets. manufacturer's standard backing sheet, nominal 0.020 inch thick.

3.32.3.1.5. Surface Finish. Satin finish, color as selected from manufacturer's full range of colors and patterns.

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

3.32.5. Drawer Boxes. Provide with sub-fronts and applied finish fronts securely fastened, with square corners and self-edged. Provide drawers with metal slides except as noted otherwise.

3.32.6. Doors. Flush overlay type, hinged to swing flat against the face of adjoining cabinet or the side of cabinet, with square corners, and self-edged. Do not notch door or cabinet ends, or divisions to receive hinge.

3.32.7. Shelves. 3/4" thick for spans up to 35 inches and 1 inch thick for spans over 35 inches up to 48 inches, and adjustable to 1 inch centers. Do not recess metal shelf standards into the end panels; notch shelving to clear standards.

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

3.32.9. Cabinet Hardware:

3.32.9.1. Hinges: Heavy duty wrap-around offset for overlay doors with non-removable pin; flat black or dull chrome finish, National or equal.

3.32.9.2. Pulls: Surface mounted aluminum, US 26D finish, and one of the following: National or equal.

- 3.32.9.3. Catches:**
- 3.32.9.4. Drawer slides:** full extension with no deflection, ½" slide space, 100 pound load capacity. Zargen Drawer systems, or equal.
- 3.32.9.5. Adjustable Shelf Standards:** KV or equal.
- 3.32.9.6. Door and Drawer Locks:** Corbin, or equal for single doors and active leaf of pairs of doors. Provide 2 keys for each lock. – Optional
- 3.32.9.7. Metal Strike Plates:** Provide cabinet door and drawer locks with metal strike plates.

3.33. Two Story (Four Classroom) Relocatable Facility Criteria

- 3.33.1.** Relocatable modular classroom building shall be shown on drawings. The overall construction of the unit shall meet or exceed the specifications for the base bid for the classroom units, except as noted. Incorporate shear wall, brace frame, or rigid frame design. Construction type shall be Type II or V (One-Hour) or Type II or V (Sprinkler) as required by the Division of the State Architect and State Fire Marshal. Fire sprinklers shall be a wet pipe system constructed to NFPA 13 using "Pipe Schedule" method for sizing pipe. Point of connections shall be constructed in such a way as to be readily relocatable (i.e. bolted connections between floors and to the foundation).
- 3.33.2.** Stairs shall be provided to provide access to the second floor classrooms. Stringer sections, landings sections and columns shall be fabricated in sections with bolted connections to allow for ease of future relocation. Balcony sections shall be steel with composite concrete deck with non-skid surface finish. Columns shall be tubular steel. Provide concrete foundation for balcony. Sections shall have handrails on open sides. Balconies and guardrails shall comply with the CBC, Title 24, CCR, Part 2. Fabricate guardrails from 2 inch square steel tubing and handrails from 1-1/2" square steel tubing. Wire cloth infill to be 2"x2"x1/4" wire mesh welded to 3/4"x1"x1/8" channel frame. Mount frame to guardrails with ½" diameter offsets spaced at each end and intermediate of each infill section.
- 3.33.3. Elevator Tower.** See Modular Elevator Specification.

3.34. Erection at the Site

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

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

Security of the buildings against vandalism is the sole responsibility of the District until installation of the buildings, according to the terms of this Contract, has been completed and the buildings have been accepted by the District.

District to provide temporary fencing if necessary

3.35. Clean Up

Because of the nature of the site, i.e., school grounds, the Contractor shall lock up all materials and equipment at the end of the day's work. All scrap material shall be removed from the site at the end of each day's work.

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

3.36. Utility Hook-Up

All utility connections shall be located as indicated on site plans to accommodate hook-up at the site. Utilities hook-up by others. The District's Architect will provide the site plan(s).

3.37. Grounding of Building Components

Bonding of all metal portions of the building for ground, i.e., frame, ramp, etc., is the responsibility of the Contractor to the satisfaction of the site inspector. Grounding of total building, including ground rod, wire, connections, etc., shall be installed and ready for testing by others in the presence of site inspector. Testing shall be conducted per IR No. 8-1 as issued by DSA.

END OF DOCUMENT

HIGH PERFORMANCE DESIGN SPECIFICATIONS

1. GENERAL

1.1. Related Documents and Provisions

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

- 1.1.1. General Conditions;
- 1.1.2. Special Conditions;
- 1.1.3. Regulatory Requirements;
- 1.1.4. Modular Building Specifications

1.1. Summary

These specifications describe prefabricated, relocatable, clear span building of a classroom type. The building unit(s) shall be erected sites(s) complete and ready for use. All costs for transportation and installation at the site are to be included in the bid price

1.2. Provided By District – Not in Contract

- 1.2.1. The electrical service drop and connection and plumbing connection (s) to the building will be supplied by others.
- 1.2.2. The site will be turf-free, cleared and graded to within 0.1 feet of subgrade for each building.
- 1.2.3. Each site will have a minimum soil bearing capacity of 1,500 PSF with a moisture density ratio of 90% minimum.
- 1.2.4. The Contractor will be provided unobstructed delivery access to the location of each building.
- 1.2.5. The District shall be responsible for all rigging/crane and special handling costs associated with a foundation.
- 1.2.6. The District shall be responsible for and provide all weather access to the site and building pad for the installation of the building(s).
- 1.2.7. Removal and protection of trees, shrubs, fencing, sprinklers, playground equipment and/or other obstacles necessary for the installation of the building(s) shall be the responsibility of the District.
- 1.2.8. The District shall be responsible for the costs of the air balance and/or the commissioning of the HVAC system.

1.3. Definitions

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

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

1.4. **Submittals**

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

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

1.5. **Stockpiling**

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

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

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

1.6. **Approval by the Division of the State Architect**

The Contractor shall submit one (1) set of plans and specifications including structural, mechanical, electrical, and air conditions with calculations, to the District's Architect within twenty (20) business days after receipt of District's Award/Purchase Order or agreed upon schedule. All plans, specifications and calculations signed by an architect(s), structural engineer(s), electrical engineer(s) (in applicable) and mechanical engineer(s) (if applicable) shall be licensed by the State of California. Any notations or corrections required by the District Architect shall be incorporated into the plans and specifications, and they shall be returned to the District Architect within ten (10) business days or agreed upon schedule electronically a complete set of plans and specifications, or as agreed upon with Architect.

After correction (if any) as noted by Architect has been made, the Architect, with the assistance of the Contractor, shall obtain approval from DSA. If the DSA requires changes in the plans or specifications, the Contractor shall accomplish the changes and resubmit the corrected documents to the District Architect

within ten (10) business days. The vendor shall have only one (1) opportunity to correct plans at the architect level at the DSA review level.

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

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

1.7. Inspection

Inspection of prefabricated buildings is divided into two (2) separate functions: (1) In-plant inspection and (2) On-site inspection.

Inspectors shall be retained by the District.

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

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

1.8. Coordination of Work

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

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

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

1.9. Guarantee/Warranty

Contractor hereby unconditionally guarantees that work will be done in accordance with requirements of Contract and per Section 2.0; and further guarantees the work of Contract to be and remain free of defects in workmanship and materials for a period of two (2) years from date of acceptance by the District, unless a longer guarantee period is specifically called for. Contractor hereby agrees to repair or replace any and all work, together with any other adjacent work which may have been damaged or displaced in so doing, that

may prove to be not in accordance with requirements or Contract or that may be defective in its workmanship or material within guarantee period specified, without any expense whatsoever to the District, ordinary wear and tear and unusual abuse or neglect excepted. Contract bonds are in full force and effect during guarantee period.

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

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

1.10. Asbestos Certification

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

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

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

1.11. Certification of Compliance

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

1.12. Applicable Documents

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

California Administrative Code (CAC)

Title 5 Education Code

Title 19 Public Safety

Title 20 Public Utilities

Title 21 Public Works

Title 24 Building Code

Title 25 Housing Community Development

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

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

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

2016 California Mechanical Code (Part 4, Title 24 CCR)

2016 California Plumbing Code (Part 5, Title 24 CCR)

2016 California Energy Code Part 6, Title 24 CCR

2016 California Elevator Safety Construction Code (Part 7, Title 24 CCR)

2016 California Fire Code (part 9, Title 24 CCR)

2016 California Referenced Standards Code (Part 12, Title 24 CCR)

2016 California Green Code (CGC) Part 11, Title 24 CCR

NFPA 13, 2016 Edition, Installation of Automatic Sprinkler Systems, as amended
NFPA 14, 2013 Edition, Installation of Standpipe, Private Hydrant and Hose Systems
NFPA 24, 2016 Edition, Installation of Private Fire Service Mains and their Appurtenances
NFPA 72, 2016 Edition, National Fire Alarm Code, as amended
American Welding Society – Standard Qualifications Procedures
American Wood Preservation Association
National Fire Protection Association NFPA 90A
National Warm Air Heating and Air Condition Association
National Electrical Code
ASTM C635- Metal Suspension Systems for Acoustical Tile and Lay-in Panel Ceilings
State of California Specification 7220-XXX-01, Carpet
Interpretations of Regulation (IR) issued by the Division of the State Architect

2. PRODUCTS

2.1. Material and Workmanship

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

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

3. DESIGN CRITERIA & EXECUTION

3.1. General

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

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

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

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

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

Each module shall be sufficiently rigid to be jacked up at the front and back corners for relocation without significant damage or the module shall have lift lugs at the front and back located as required so that the

module may be jacked up for relocation in one piece without significant damage. This requirement shall be met without additional supports of any type.

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

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

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

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

3.2. Standards Baseline

The baseline building will be based on Modular Buildings Specifications. The Sections below however, supersede for the High Performance buildings.

3.3. Structural

3.3.1. All steel moment frame, 45% Recycled DSA PC Design.

3.3.2. 1:12 nominal Mono pitched, 3" standing seam metal cool-roof, SRI 80.

3.3.3. Architectural front and rear louvered shade structures with hot dipped galvanized finish.

3.3.4. 5" concrete on metal deck floor system, 25% RC fly ash.

3.3.5. Galvanized 8' insulated door with view window.

3.3.6. Factory applied 7/8 hybrid plaster system exterior finish.

3.4. Insulation

3.4.1. Cumulative R-Values: R-21 HD Wall and R-30 HD Roof.

3.4.2. Eco-friendly insulation

3.4.2.1. Green Guard Certified,

3.4.2.2. formaldehyde-free,

3.4.2.3. 30% recycled content.

3.5. Floor and Wall

3.5.1. Vaulted T-bar ceiling design, 8'6" – 10'-6"

3.5.2. Tackable Wall Coverings, Low-VOC, high RC, 100% recycled backing.

3.5.3. (2) 5' x 8' ft. whiteboards.

3.5.4. Formaldehyde-free, FSC certified composite wood within casework.

3.5.5. Acoustical ceiling tiles, 2' x 2', Low-VOC, 82% RC.

3.5.6. Carpet tiles, Green Label Plus for IAQ, 45% RC, 100% recycled backing (24" x 24").

3.5.7. Low to no VOC primers and paints.

3.6. Energy, Lighting and Windows

3.6.1. Solar Panel Ready Roof

3.6.2. Large Low-E dual glazed view windows – recycled aluminum frames.

3.6.3. Energy Star tubular skylights with adjustable damper (as applicable) / 6 ea per 960 sf.

3.6.4. LED dimmable lighting system with occupancy sensors.

3.6.5. Fixed windows.

3.6.6. Manually operable shades.

3.6.7. Architectural exterior LED light on Photos Cell or EMS ready.

3.7. Indoor Air-Quality and Thermal Comfort

3.7.1. High Efficiency indoor floor supported HVAC.

3.7.2. HVAC MERV 13 filter.

3.7.3. Separate temperature/ventilation controlled for each classroom.

3.7.4. Permanent walk-off mats.

END OF DOCUMENT

MODULAR ELEVATOR SPECIFICATIONS

1. GENERAL

1.1. Related Documents and Provisions

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

- 1.1.1. General Conditions;
- 1.1.2. Special Conditions;
- 1.1.3. Modular Building Specifications
- 1.1.4. High Performance Design Specifications

1.2. Summary

Provide a modular elevator for the Two-story buildings allowable in this contract.

1.3. Provided by District – Not in Contract

- 1.3.1 All electrical must be run in EMT or rigid conduit, for both high and low voltage.
- 1.3.2 All electrical to be terminated and hooked up in disconnect and junction boxes which are provided in the elevator.
- 1.3.3. The controller cannot be used as a pull box.
- 1.3.4. All electrical circuits must be hot, smoke detector operational and telephone must have dial tone prior to calling to prepare elevator for final inspection.
- 1.3.5. Conduit and power location as directed by Contractor.
- 1.3.6. Conduit and power up for electrical service to the elevator disconnect.
- 1.3.7. Conduit and power(s) for the three 100v circuits.
- 1.3.8. Conduit and line for the telephone.
- 1.3.9. Detector must have two sets of open dry contacts.
- 1.3.10. Conduit run from smoke detector to the controller
- 1.3.11. Telephone line to be run in conduit to jacks supplied above controller.
- 1.3.12. Telephone number to be supplied for emergency auto dialing.
- 1.3.13. All circuits to be dedicated and originate outside of the elevator or the equipment room.

- 1.3.14. Installation of a drain line and tank or other approved means to deal with sump drain discharge.
- 1.3.15. Elevator Fire Alarm as required, including smoke detector in machine room an AC for machine room (if required).
- 1.3.16. Install Ground Rod in bottom of the elevator pit. Attach a bond from ground rod to lug on tower frame.
- 1.3.17. All items listed above must be completed before sending a crew to adjust and go through the inspection process. A two-week notice is required to schedule appointments after installation is complete.
- 1.3.18. State elevator regulations require that the District have a Service Contract. This requires that the elevator be serviced each month. Not having a service contract could affect warranty on the elevator.

1.4. Submittals

Provide shop drawings.

2. PRODUCTS

2.1. Manufacturers

Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated in the work include but are not limited to the following:

As distributed by T.L. Shield & Associates, Inc. or equal

2.2. Materials and Components

- 2.2.1. **General Requirements.** Provide manufacturer's standard pre-engineered elevator system(s) that will comply with or fulfill the requirements of elevator schedule sheets at end of this Section, or at manufacturer's option, provide custom-manufactured elevator system(s) that will fulfill requirements. Where components are not otherwise indicated, provide standard components published by manufacturer as included in standard, pre-engineered elevator system(s) and as required for a complete system. All hydraulics, car, platform, car doors, hoistway doors, to be pre-installed in pre-engineered, pre-fabricated hoistway tower.
- 2.2.2. **Hydraulic Machines and Elevator Equipment.** Provide manufacturer's standard twin jacks for each elevator, with electric pump-tank-control system equipment in machine room as indicated.
- 2.2.3. **Piping.** Provide size, type, and weight piping recommended by manufacturer, and provide isolation couplings to prevent sound/vibration transmissions from power unit.
- 2.2.4. **Inserts.** Furnish required concrete anchors for anchorage of the modular elevator unit.
- 2.2.5. **Car Frame and Platform.** Manufacturer's standard welded steel units.

2.3. Control Systems

- 2.3.1. **General.** Provide manufacturer's standard control system for each elevator or group of elevators as required to provide automatic operation of the type indicated and defined in the Code as "Operations".

2.3.2. Single Elevator Control – Passenger. Provide solid-state “Selective collective Automatic Operation”, as defined in ASME/ANSI A17.1.

2.3.3. Auxiliary Operations/Controls. In addition to primary control system features, provide the following controls or operational features for passenger elevators, except where otherwise indicated.

2.3.3.1. Emergency power operation, where scheduled.

2.3.3.2. Automatic 2-way leveling.

2.4. Signal Equipment

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

2.4.1. Provide illuminated hall-call and car-call buttons that light up when activated and remain lit until call or other function has been fulfilled; fabricated of acrylic or other permanent plastic.

2.4.2. Except for buttons and illuminated signal elements, fabricate signal equipment with exposed surfaces of stainless steel with manufacturer’s standard directional polish or satin finish.

2.4.3. Car Control Stations. Provide car control station in each car with flush-mounted metal face plates containing call button for each landing served and other buttons, switches, and controls required for specified car operation and control. Mount as shown or scheduled at height complying with ASME/ANSI A17.1. If not otherwise indicated, mount in return panel adjacent to car door. Provide operating device symbols as required by Code. Mark other buttons and switches with manufacturer’s standard identification for required use or function.

2.4.4. Car Position Indicator. For Passenger elevator cars, provide either illuminated-signal type or digital-display type, located near top of each car or in car control station. In addition to visual indicator, provide audible signal to indicate to passengers that car is either stopping at or passing each of the floors served.

2.4.5. Hall Push-Button Station. Provide hall push-button station at each landing for each elevator. Provide 1-button station where only one direction of travel is available and indicate which direction that is.

2.4.6. Car Riding Lanterns. Provide units with illuminated “up” and “down” signal arrows, but provide single arrow where only one direction is possible. Provide units projecting from faceplate for each of angular viewing, except provide flush units where a location in hoistway entrance frame is indicated. Match materials, finishes, and mounting method of hall push-button stations.

At manufacturer’s option, hall lantern signals may be placed either above or beside each hoistway entrance or in jamb of entrance frame for each elevator. Mount at minimum of 6'-0" above finished floor.

In conjunction with each car riding lantern device, provide an audible signal to indicate that a car is arriving in response to a hall call and to indicate direction of car travel. Signal shall sound once for “up” direction of travel and twice for “down” direction.

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

2.4.8. Alarm System. Provide emergency alarm bell properly located within building and audible outside hoistways, equipped to sound automatically in response to emergency stops and in response to “Alarm” button on each car control station.

2.5. Passenger Elevator Car Enclosure

Provide manufacturer's standard pre-engineered car enclosures of the selections indicated. Include ventilation, lighting, ceiling finish, wall finish, access doors, doors, power door operators, sill (threshold), trim, accessories, and floor finish unless indicated as not work of this Section. Provide horizontal sliding doors of manufacturer's standard flush panel type, with operation and number of panels as indicated. Provide manufacturer's standard protective edge trim system for door and wall panels, except as otherwise indicated.

2.5.1. Materials and Fabrication. Provide selections as indicated for each car enclosure surface; provide manufacturer's standards, but not less than the following.

2.5.1.1. Enameled Steel Door Panels. Flush hollow-metal construction, fabricated from ASTM A 366 cold-rolled steel, commercial quality, Class 1, matte finish, stretcher leveled. Provide with factory-applied baked-on enamel finish; colors as selected by Architect.

2.5.1.2. Stainless Steel. ANSI Type 302/304 with No. 4 satin finish.

2.5.1.3. Aluminum Sills. Cast or extruded aluminum, with grooved surface, 1/4-inch thickness, mill finish.

2.5.1.4. Plastic Laminate. High-pressure type complying with NEMA LD3, Type GP-50 (0.050-inch nominal thickness)" color, texture, and pattern as selected by Architect from standard products available in the industry.

2.5.1.5. Fabricate car door frame integral with front wall of car.

2.5.1.6. Fabricate solid wood-core car with recesses and cutouts for signal equipment.

2.5.1.7. Luminous Ceiling. Fluorescent light fixtures and ceiling panels of translucent or open egg-crate plastic, of acrylic or other permanent rigid plastic complying with flammability requirements.

2.6. Personal Protective Devices

2.6.1. Handrails. Provide manufacturer's standard aluminum handrails on back wall unless otherwise indicated either continuous or segmented units.

2.6.2. Automatic Door Re-Opening Device. Provide electronic device with timed cutout, projecting infrared light beams across car entrance at full height of car door that when interrupted will cause closing doors to stop and re-open. Provide keyed switch in car operating panel or toggle switch in service cabinet for disconnecting photo-eye protective device.

2.6.3. Operational Nudging Feature. After car doors are prevented from closing for a pre-determined adjustable time period, through activation of detection device or door edge protective device, a loud buzzer shall sound and door shall begin to close at a reduced rate of speed. Doors shall continue to close unless door edge protective device is activated, which shall cause doors to re-open. Process shall repeat until obstruction is removed from entrance.

2.7. Passenger Hoistway Entrances

2.7.1. Provide pre-installed, manufacturer's standard, pre-engineered, hollow-metal type, sliding, door-and-frame hoistway entrances complete with track systems, hardware, safeties, sills and accessories. Match

car enclosure doors for size, number of door panels, and door panel movement. Provide a frame-section size and profile to coordinate with hoistway wall construction as indicated.

2.7.1.1. Where gypsum-board wall construction is indicated, fabricate frames with re-enforced head sections; provide sufficient strength without support from wall lintels.

2.7.2. Materials and Fabrication Provide selections indicated that comply with manufacturer's standards, but not less than the following.

2.7.2.1. Enameled Frames. Framed steel with manufacturer's standard baked synthetic enameled finish, colors as selected by Architect.

2.7.2.2. Enameled Steel Panel. Flush hollow-metal construction, fabricated from ASTM A 366 cold-rolled steel; commercial quality, Class 1, matte finish, stretcher leveled. Provide with factory-applied baked-on enamel finish; colors as selected by Architect.

2.7.2.3. Aluminum Sills. Extruded aluminum, with grooved surface, 1/4-inch thickness, mil finish.

3. EXECUTION

3.1. Examination

Prior to commencing elevator installation, examine pre-fabricated hoistways, hoist-way openings, pits, and machine rooms, as constructed; verify all critical dimensions and examine supporting structure and all other conditions under which elevator work is to be installed. Notify Contractor in writing of any dimensional discrepancies or other conditions detrimental to the proper installation or performance of elevator work. Do not proceed with elevator installation until unsatisfactory conditions have been corrected in a manner acceptable to the Installer.

3.2. Installation of Elevator System

3.2.1. General. Comply with manufacturer's instructions and recommendations for work required during installation.

3.2.2. Excavation for Pit. Excavate for each elevator pit to accommodate installation of modular elevator unit; comply with applicable requirements of Division 2 "Excavation" sections.

3.2.3. Install modular elevator units plumb and accurately centered for elevator car position and travel; anchor securely in place.

3.2.4. Welded Construction. Provide welded connections for installation of elevator work where bolted connections are not required for subsequent removal or for normal operation, adjustment, inspection, maintenance, and replacement of worn parts. Comply with AWS standards for workmanship and for qualifications of welding operators.

3.2.5. Coordination. Coordinate elevator work with work of other trades for proper time and sequence to avoid construction delays. Use benchmarks, lines, and levels designated by Contractor to ensure dimensional coordination of the work.

3.2.6. Sound Insulation. Mount rotating and vibrating elevator equipment and components on vibration-absorption mounts, designed to effectively prevent transmission of vibrations to structure and thereby to eliminate sources of structure-borne noise from elevator system.

- 3.2.7. Install piping without routing underground, where possible. Where not possible, cover underground piping with permanent protective wrapping before backfilling.
- 3.2.8. Lubricate operating parts of system, including ropes, if any, as recommended by manufacturers.
- 3.2.9. **Alignment.** Coordinate installation of hoistway entrances with installation of modular elevator unit for accurate alignment of entrances.
- 3.2.10. **Leveling Tolerance.** ½-inch, up or down, regardless of load and direction of travel.
- 3.2.11. Finish interior walls at hoistway entrances and trim to modular elevator unit. Provide sill or finish floor in area of hoistway door penetration in accordance with plans.

3.3. Field Quality Control

- 3.3.1. **Acceptance Testing.** Upon nominal completion of each elevator installation, and before permitting use of elevator (either temporary or permanent), perform acceptance tests as required and recommended by Code and governing regulations or agencies.
- 3.3.2. **Operating Tests.** Load each elevator to its rated capacity and operate continuously for 30 minutes over its full travel distance, stopping at each level and proceeding immediately to the next. Record temperature rise of pump motor (except submerged pumps) during 30-minute test period. Record failures of elevator to perform as required.
- 3.3.3. Advise Contractor, Owner, Architect, and inspection department of governing agencies in advance of dates and times tests are to be performed on elevators.

3.4. Protection

At time of Substantial Completion of elevator work (or portion thereof), provide suitable protective coverings, barriers, devices, signs, or such other methods or procedures to protect elevator work from danger or deterioration. Maintain protective measures throughout remainder of construction period

END OF DOCUMENT

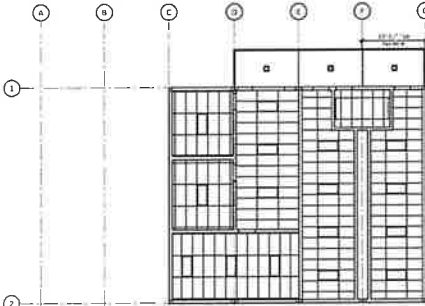


Perspective
From South East

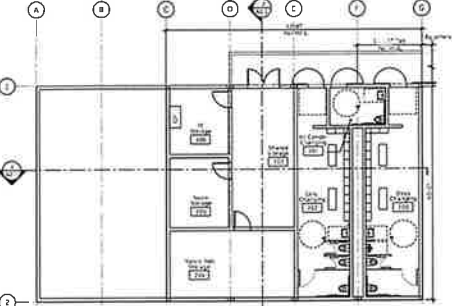


Perspective
From South West

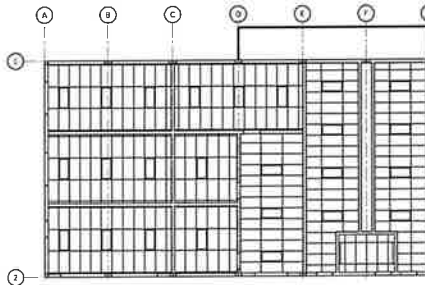
BARTOS
ARCHITECTURE



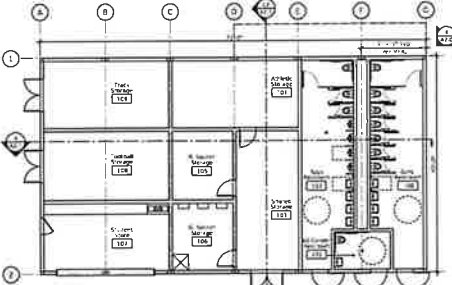
Reflected Ceiling Plan
Second Level



Second Level



Reflected Ceiling Plan
First Level



First Level

Finish Schedule

Location	Finish	Code	Notes
Table Rooms	Acoustic Tile	101	
Workshop Rooms	Acoustic Tile	101	
Student Store	Acoustic Tile	101	

Opening Schedule

Location	Door	Frame	Hardware	Notes
001	001	001	001	001
002	002	002	002	002
003	003	003	003	003
004	004	004	004	004
005	005	005	005	005
006	006	006	006	006
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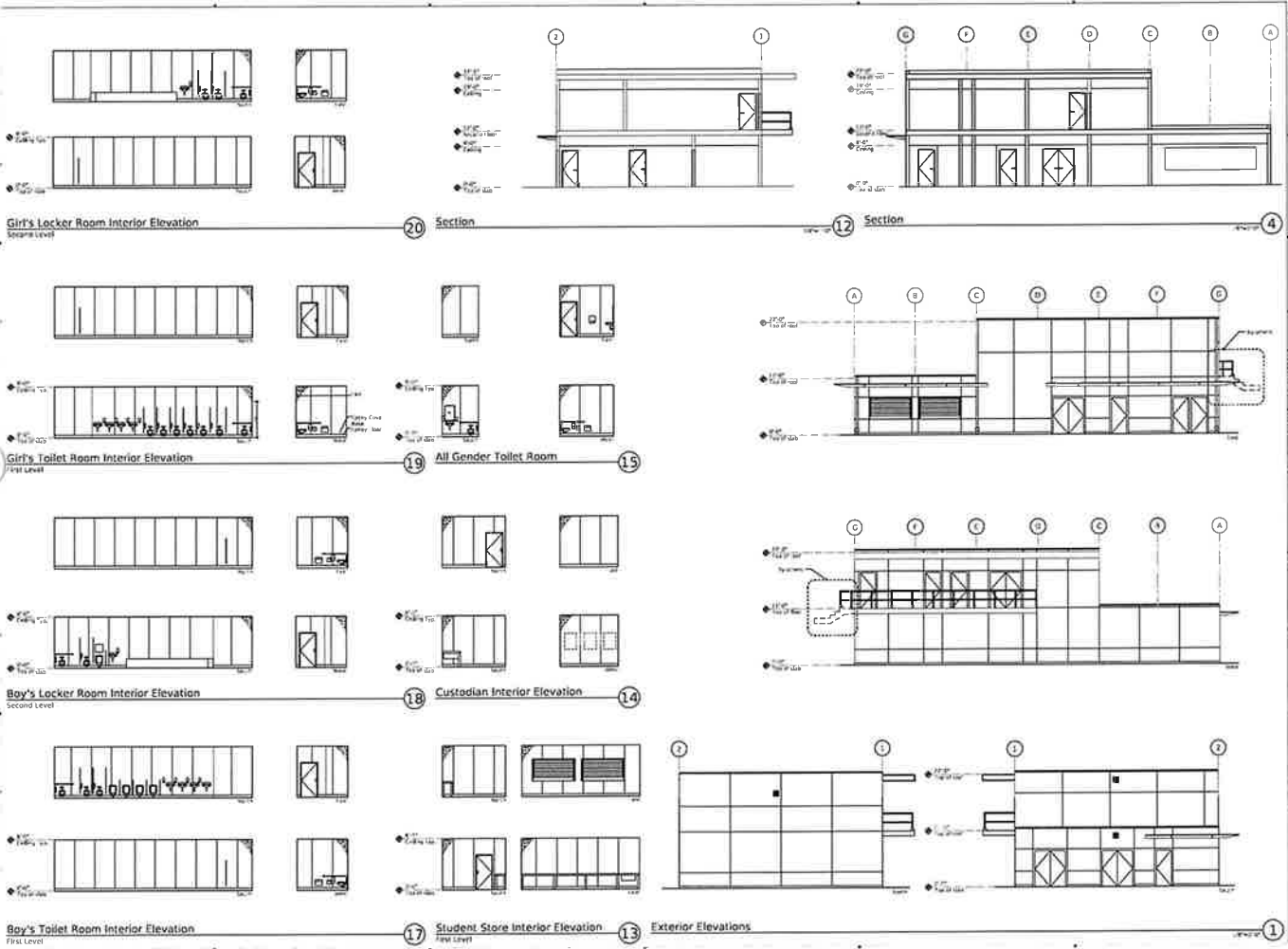
Santa Cruz City Schools
111 Pioneer St
Santa Cruz, CA 95062

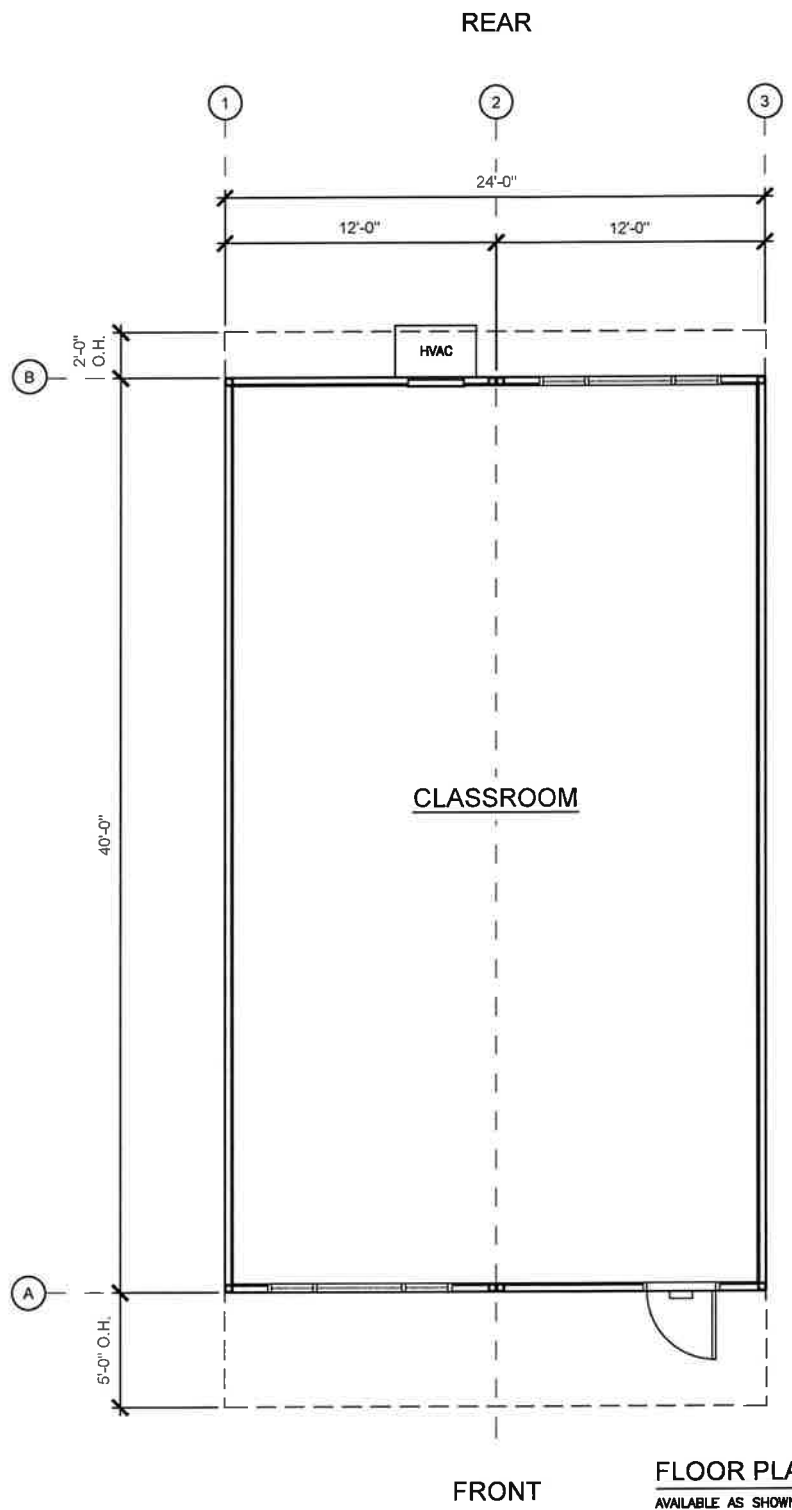
Santa Cruz High School
412 E. Santa Cruz Blvd
Santa Cruz, CA 95062

Pool House at Sports Field
Santa Cruz High School



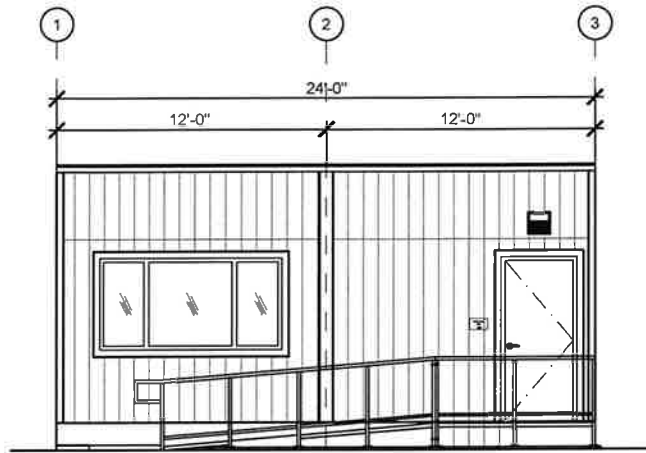
Floorplans / ACP
A2.0



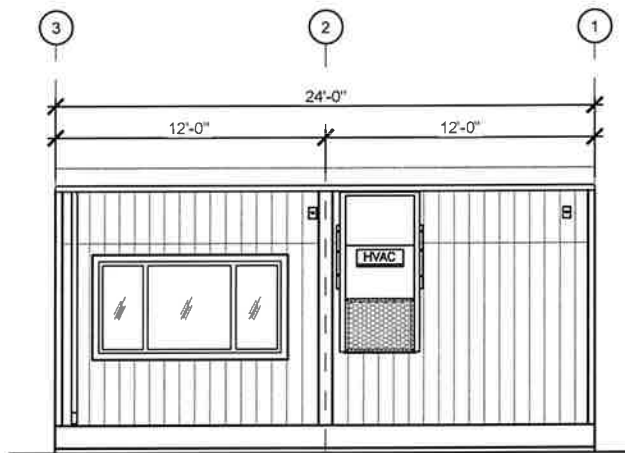


FLOOR PLAN
 AVAILABLE AS SHOWN - LEFT HAND
 OR OPPOSITE HAND - RIGHT HAND

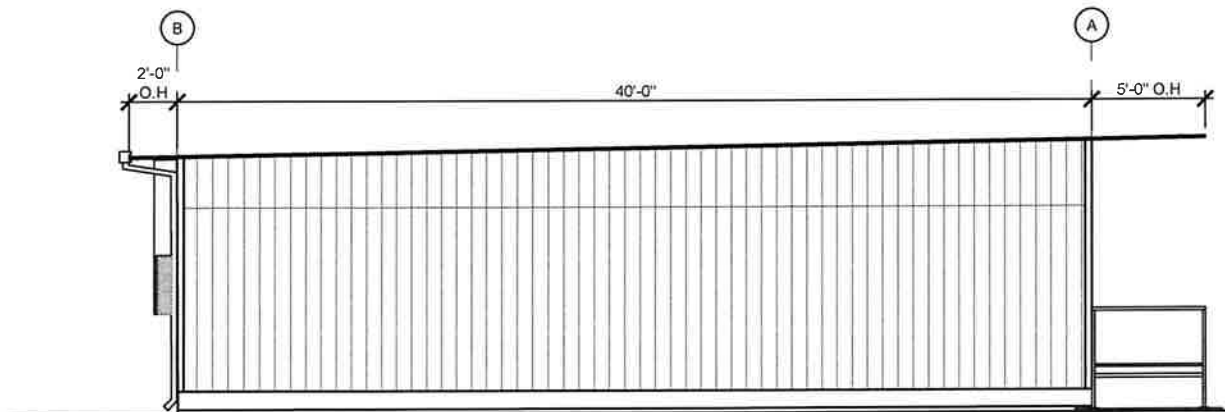
24'X40' CLASSROOM	ITEM A
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FRONT END/ENTRY ELEVATION

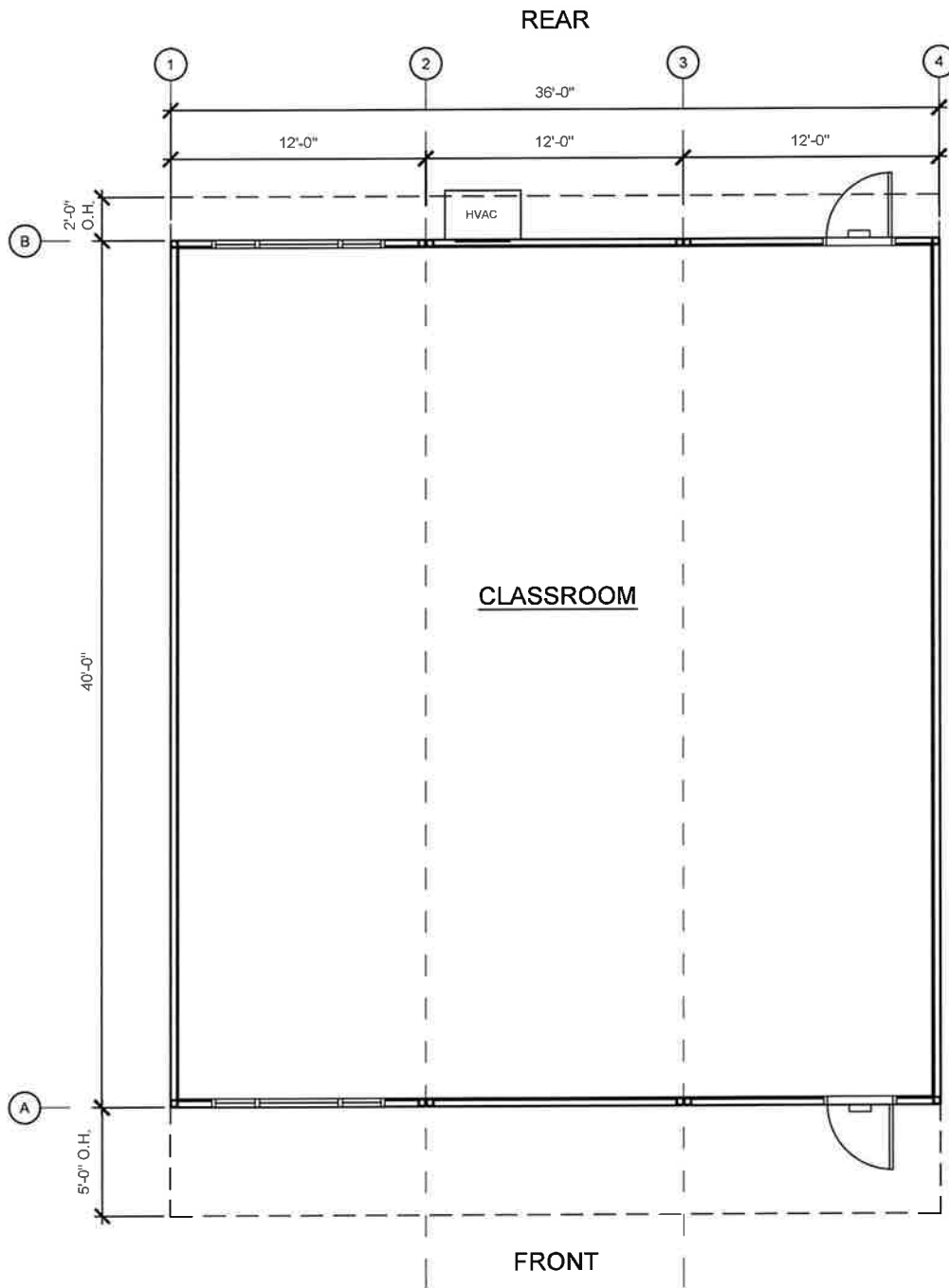


REAR END ELEVATION



SIDE ELEVATION

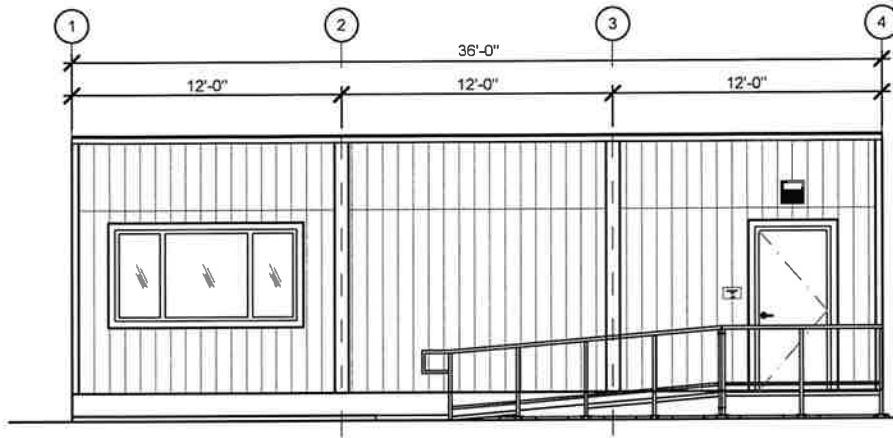
24'X40' CLASSROOM	ITEM A
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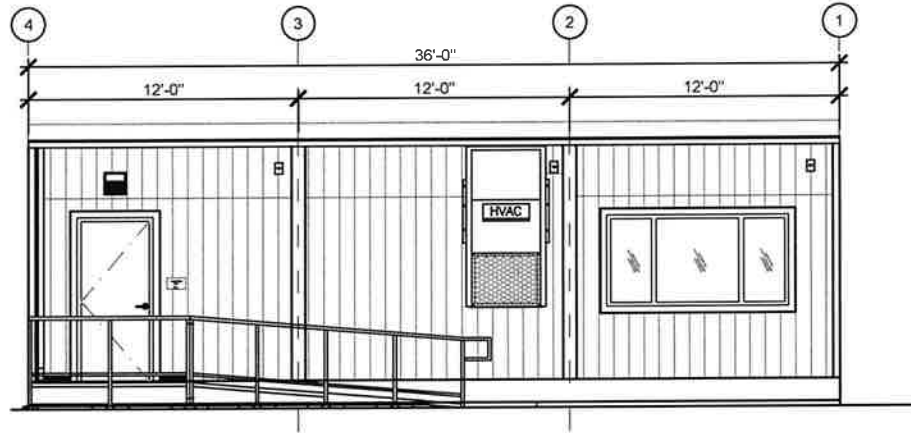
FLOOR PLAN

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

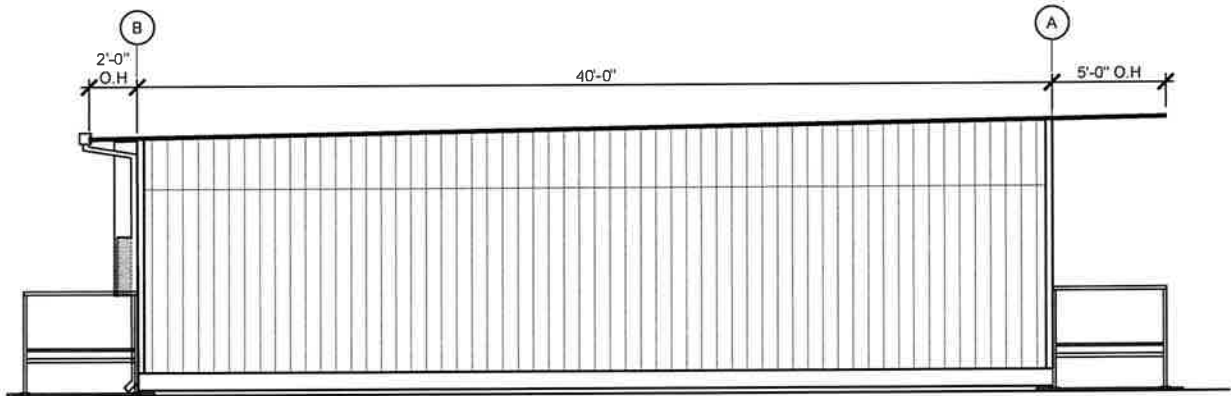
36' x 40' CLASSROOM	ITEM B
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REAR END/ENTRY ELEVATION

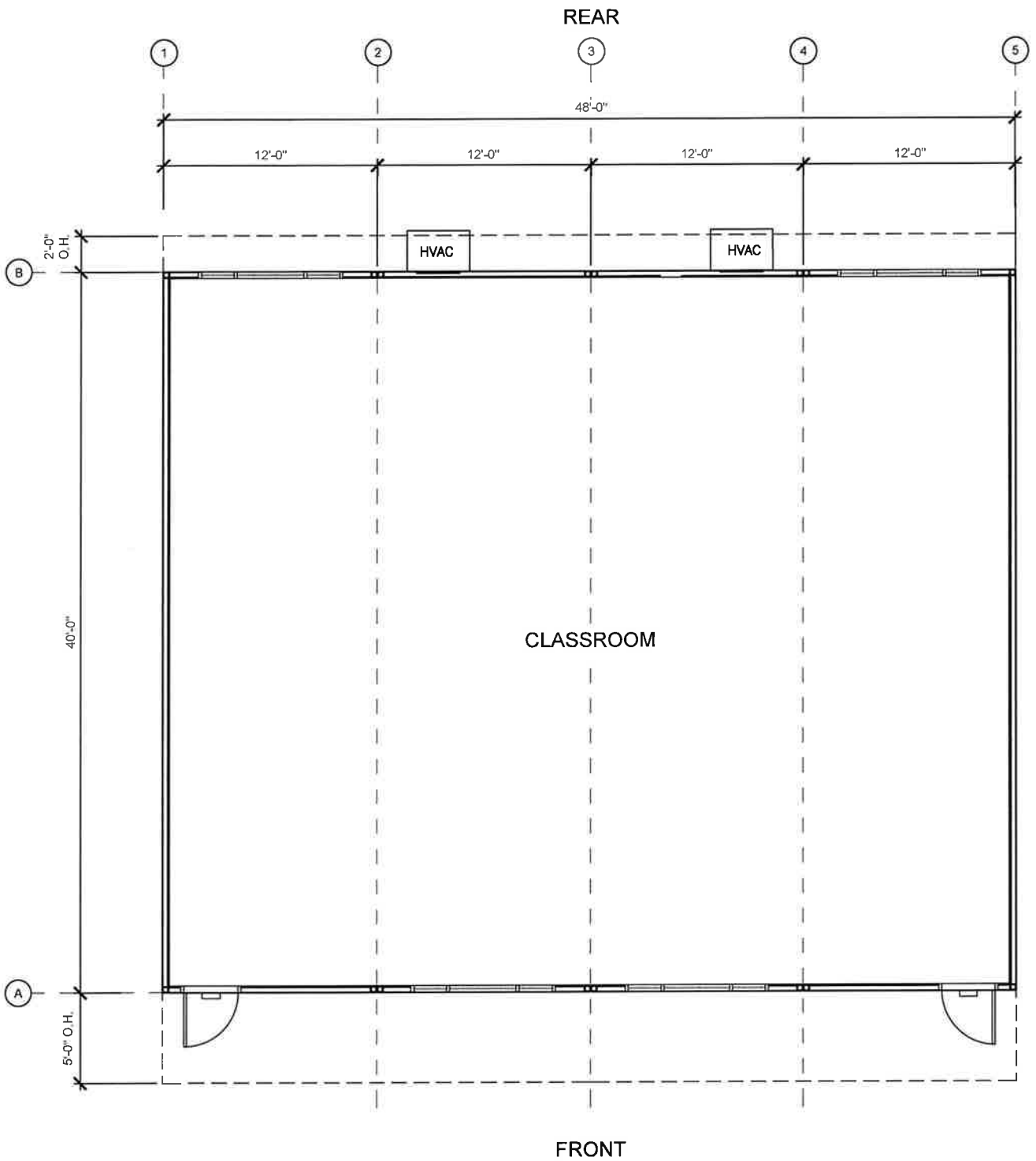


FRONT END/ENTRY ELEVATION



RIGHT SIDE ELEVATION

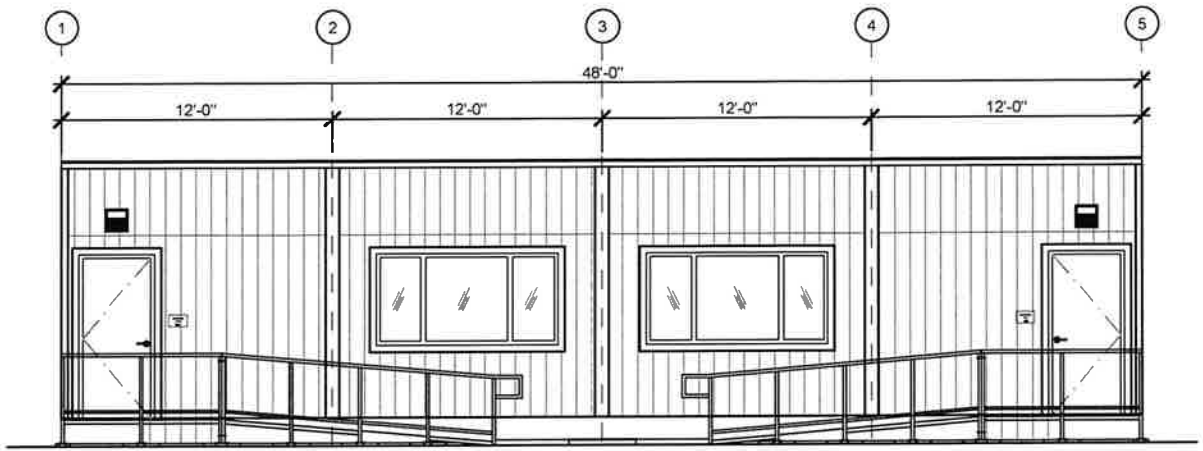
36'x40' CLASSROOM	ITEM B
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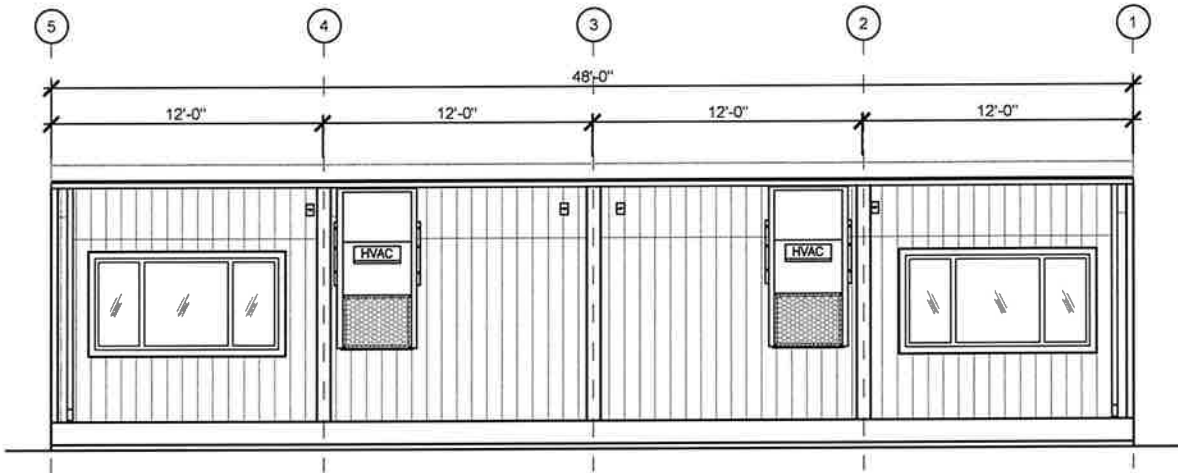
FLOOR PLAN

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

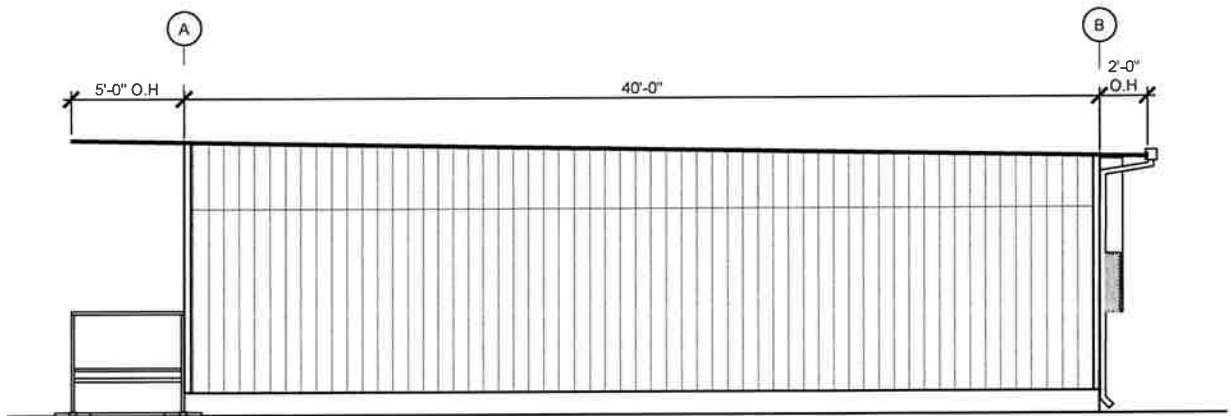
48'X40' CLASSROOM	ITEM C
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FRONT END/ENTRY ELEVATION

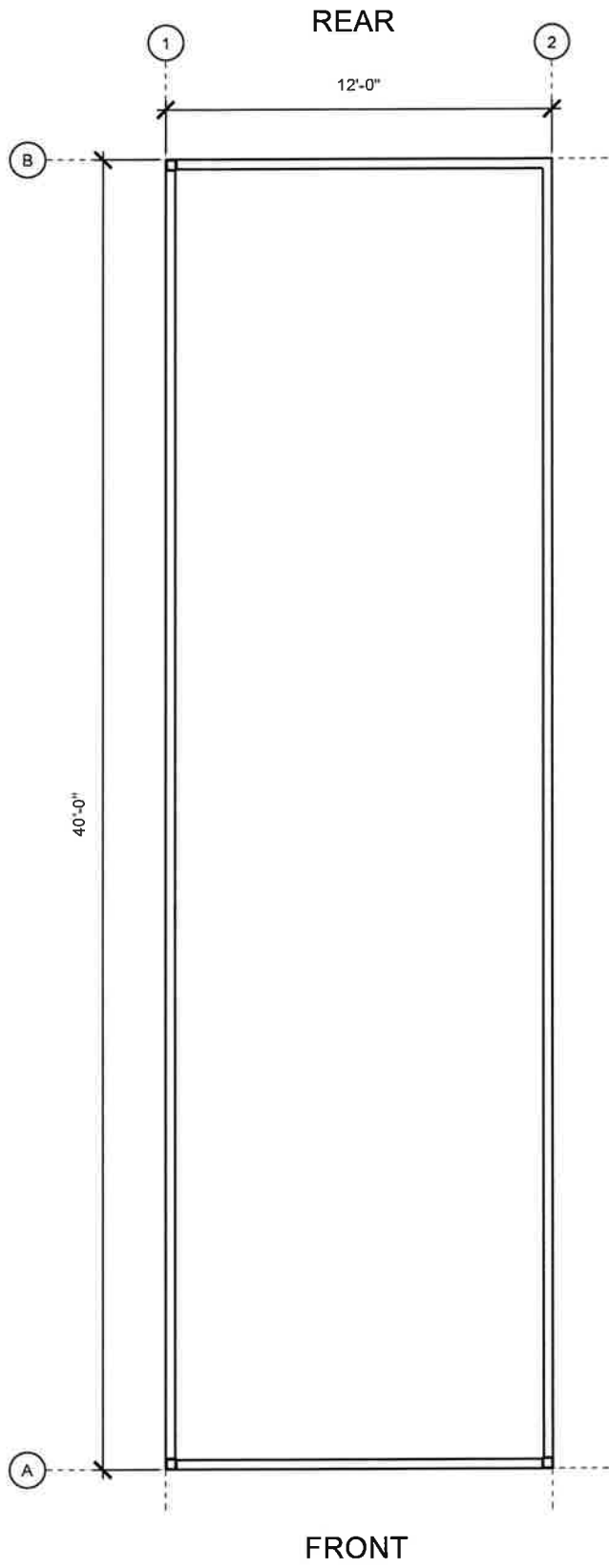


REAR END/ENTRY ELEVATION

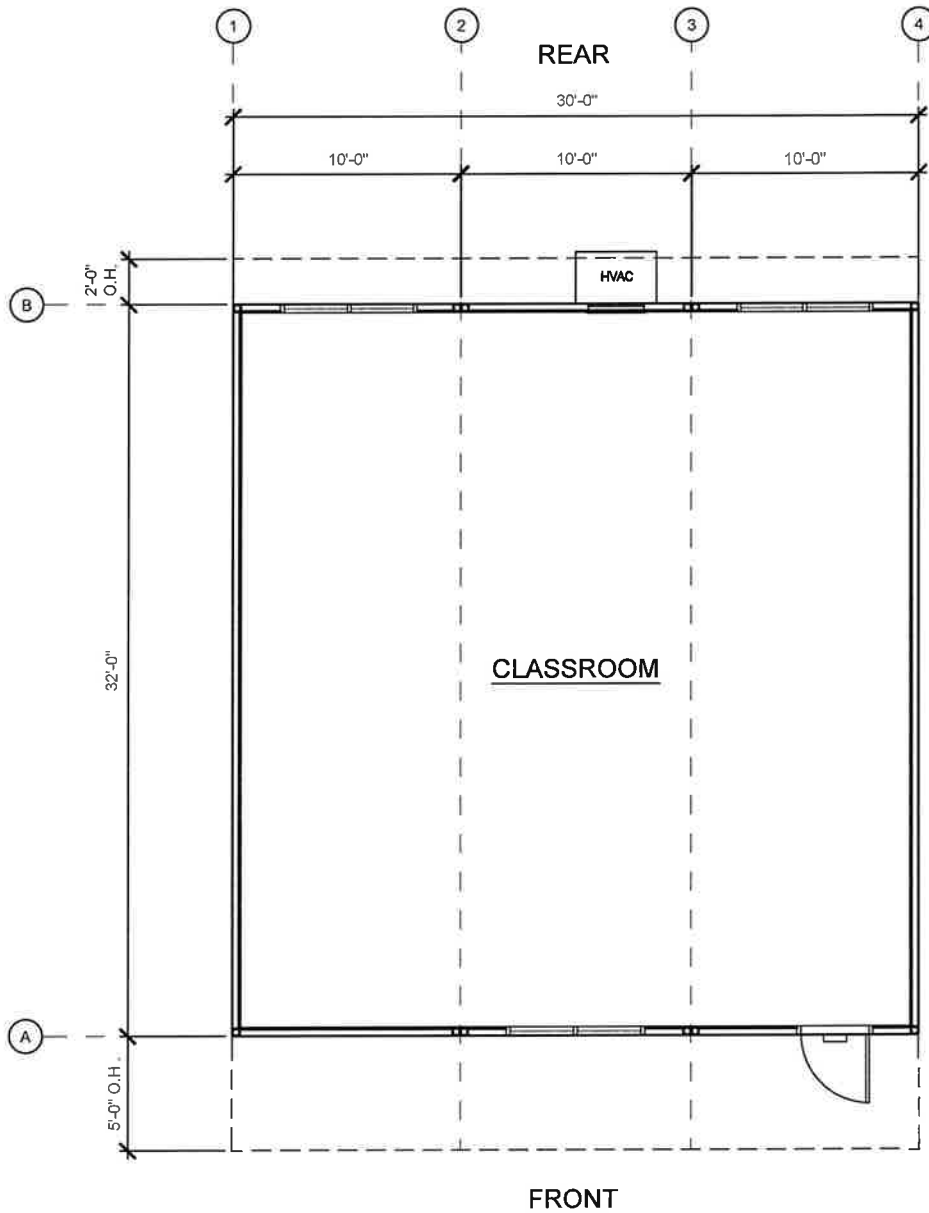


RIGHT SIDE ELEVATION

48'X40' CLASSROOM	ITEM C
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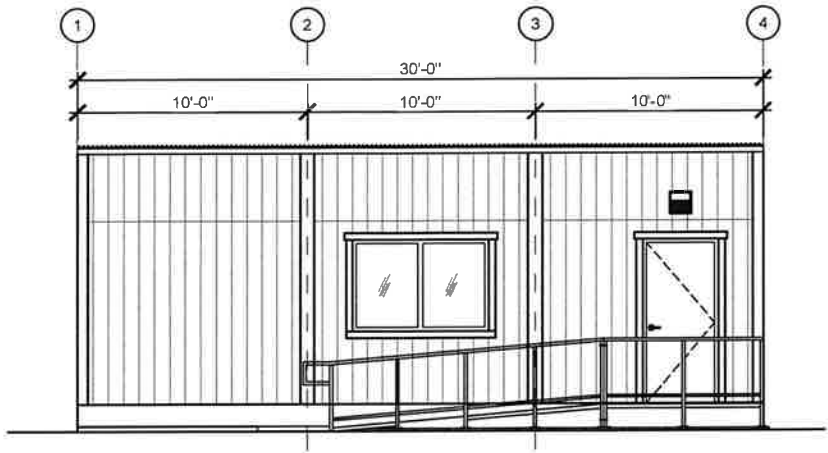
12' MODULE	Additional Section	ITEM D
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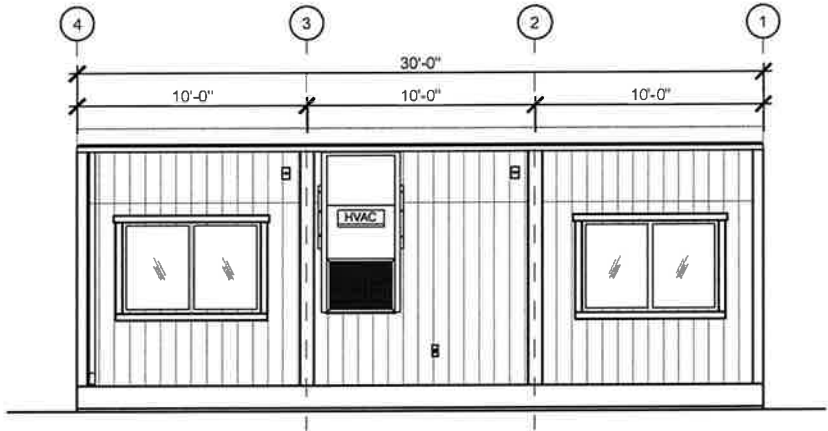
FLOOR PLAN

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

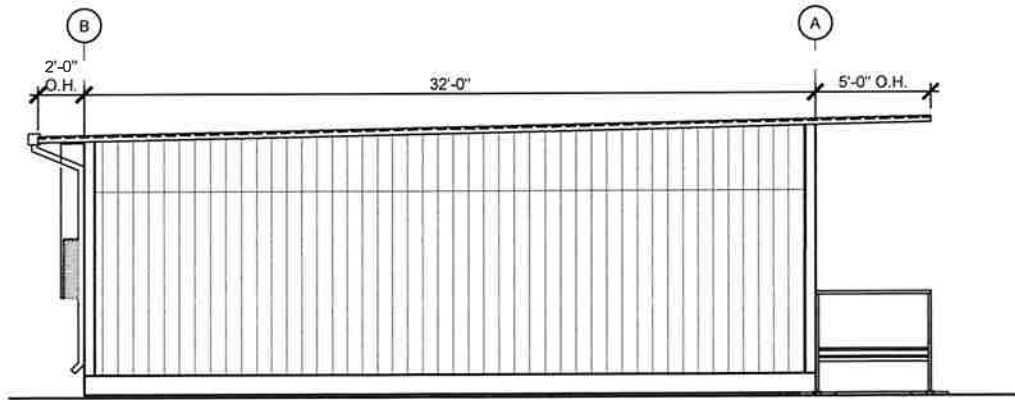
30'X32' CLASSROOM	ITEM E
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FRONT END/ ENTRY ELEVATION

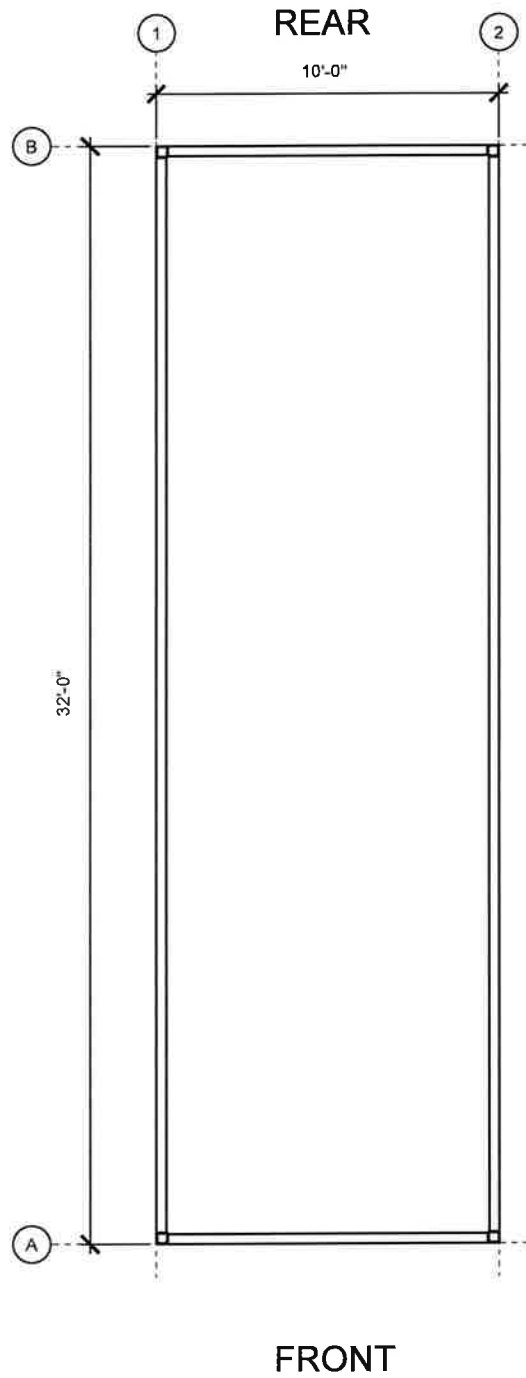


REAR END ELEVATION

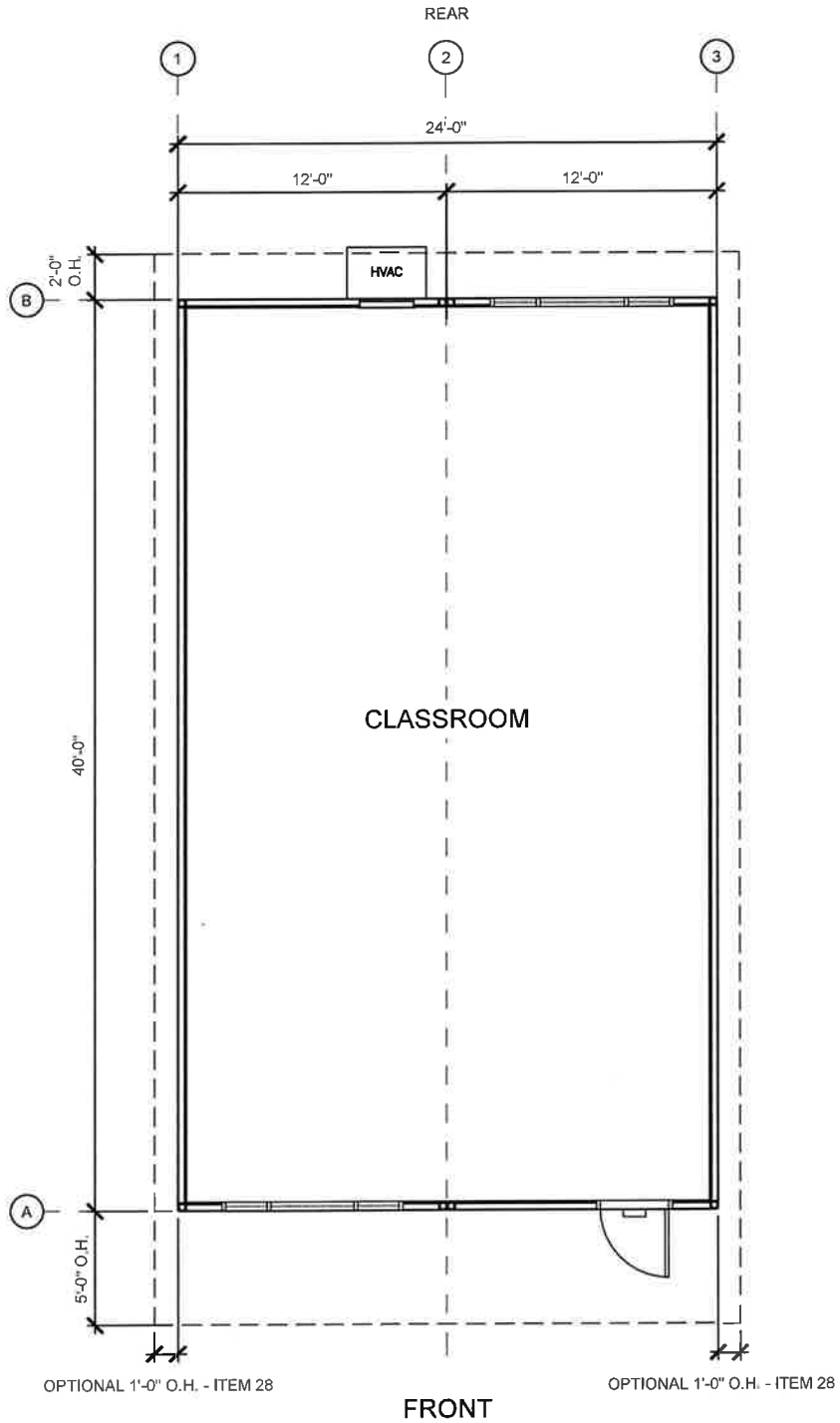


SIDE ELEVATION

30'X32' CLASSROOM	ITEM E
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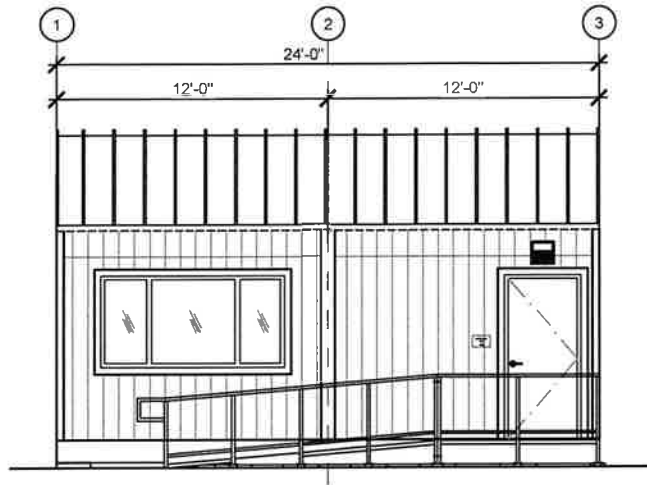
10' MODULE	Additional Section	ITEM F
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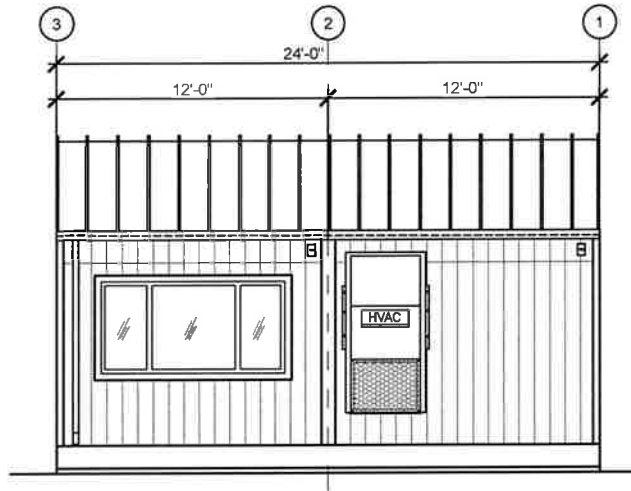
FLOOR PLAN

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

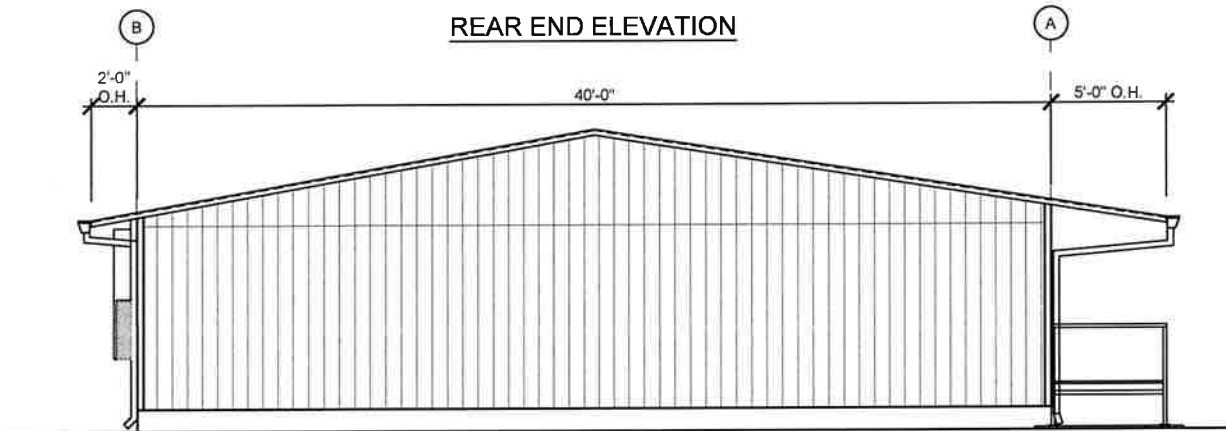
24'X40' CLASSROOM	ITEM G
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FRONT END/ENTRY ELEVATION



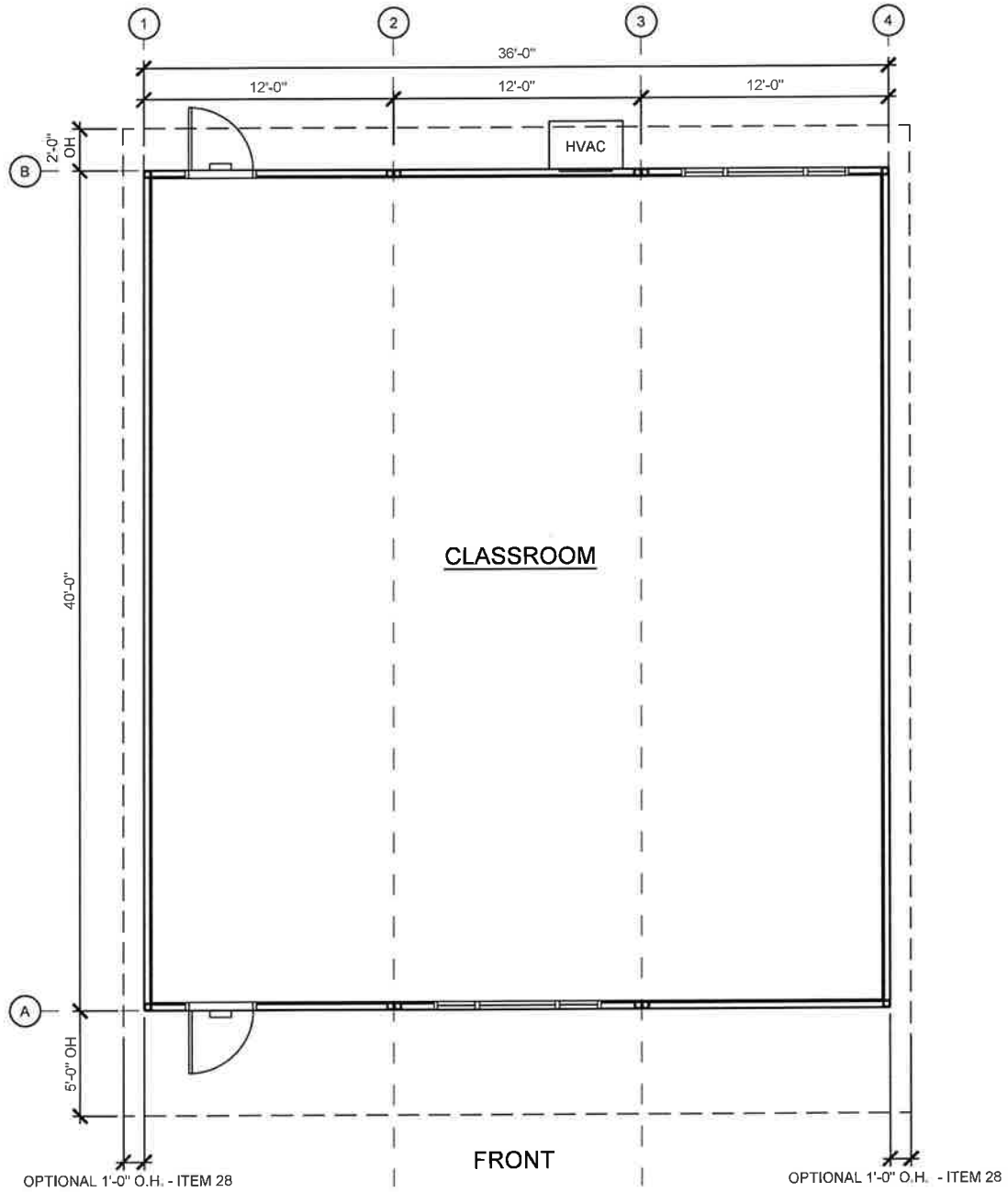
REAR END ELEVATION



SIDE ELEVATION

24'X40' CLASSROOM	ITEM G
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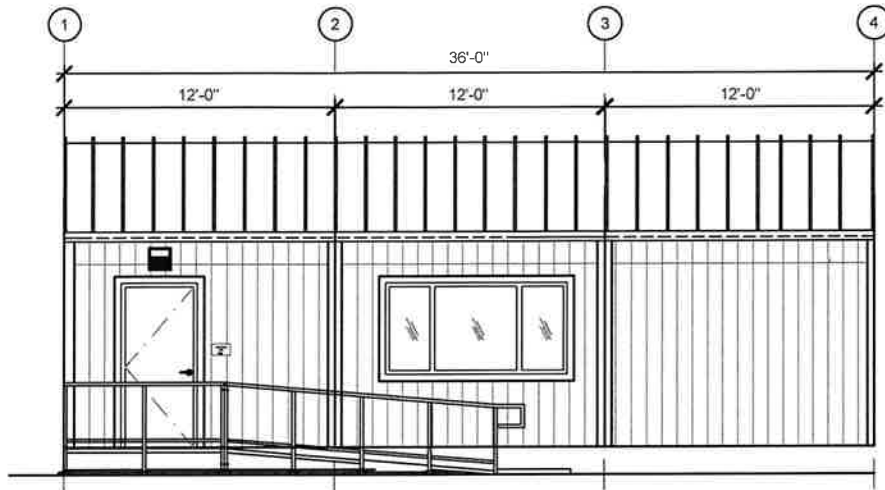
REAR



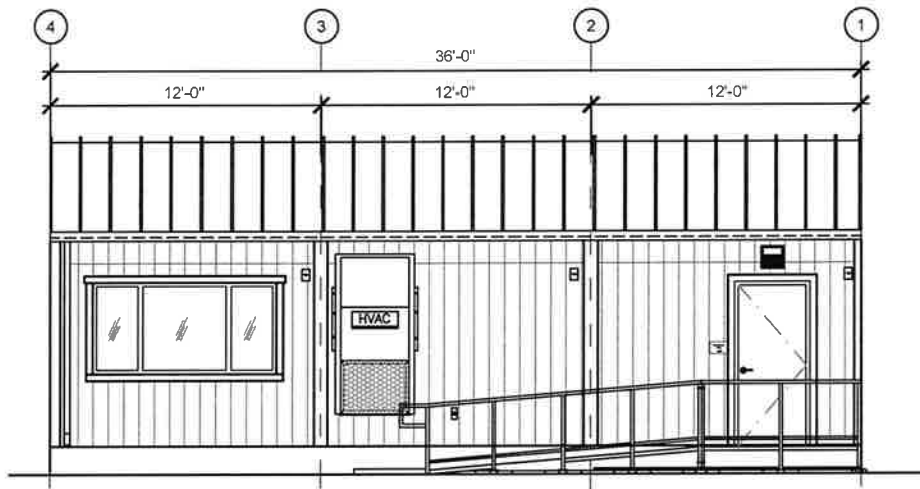
FLOOR PLAN

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

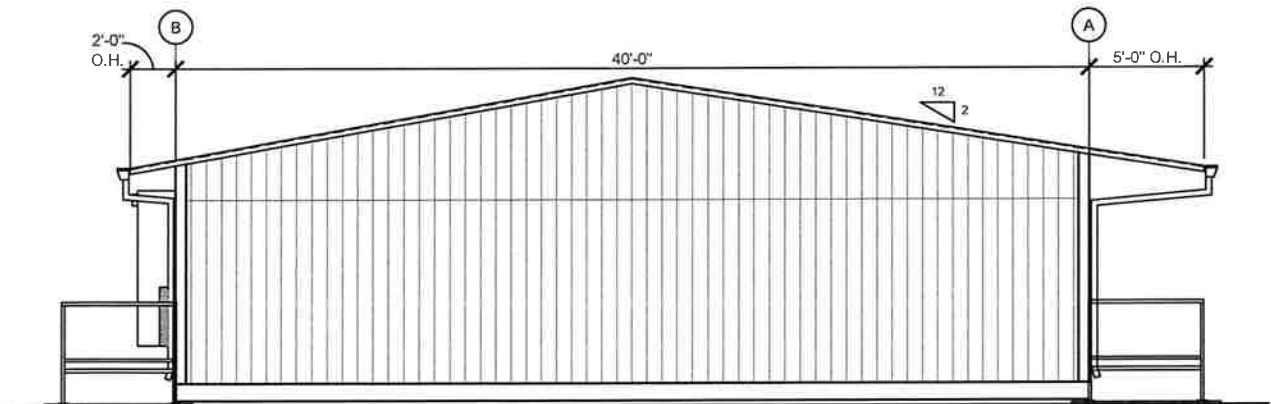
36'x40' CLASSROOM	ITEM H
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FRONT END/ENTRY ELEVATION

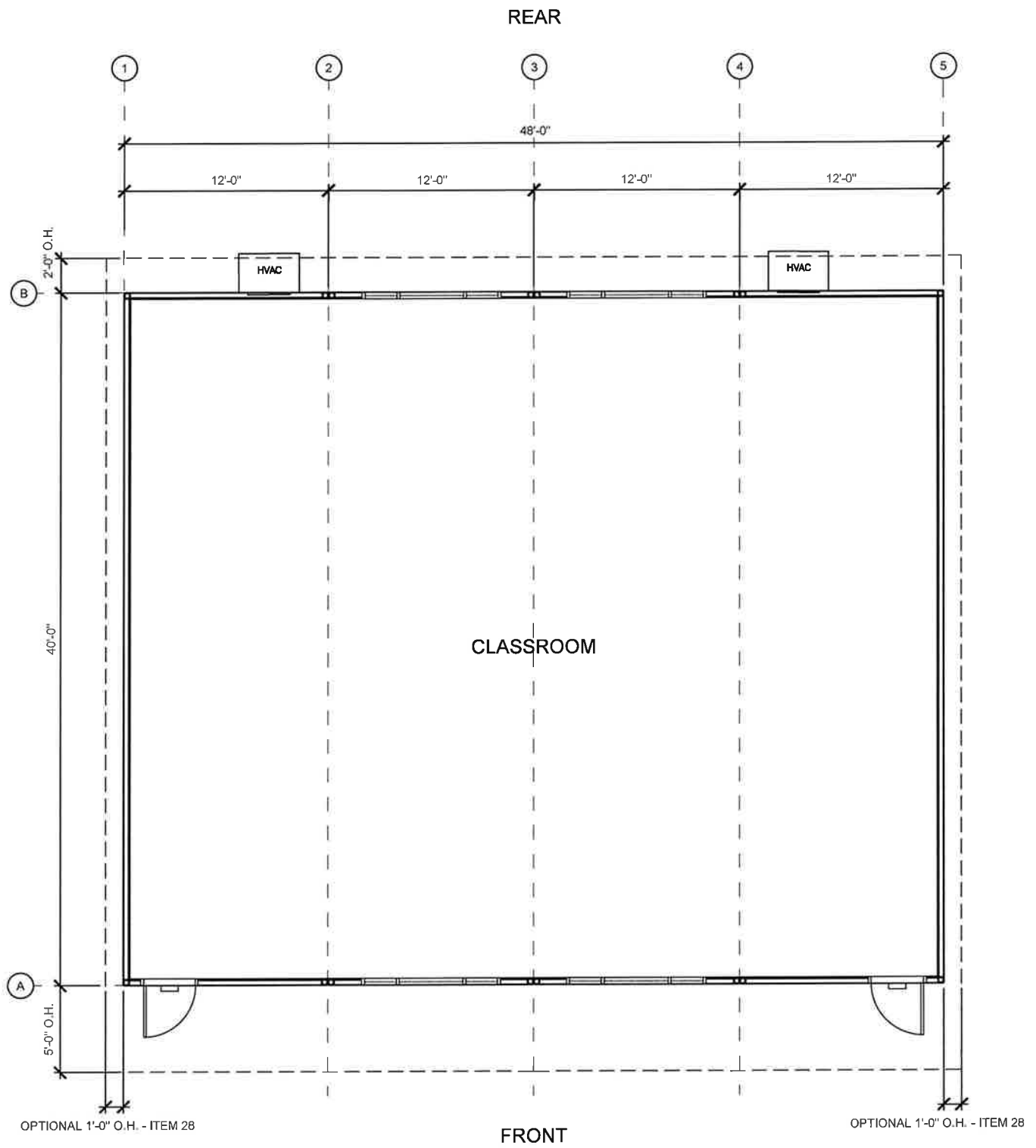


REAR END/ENTRY ELEVATION



RIGHT SIDE ELEVATION

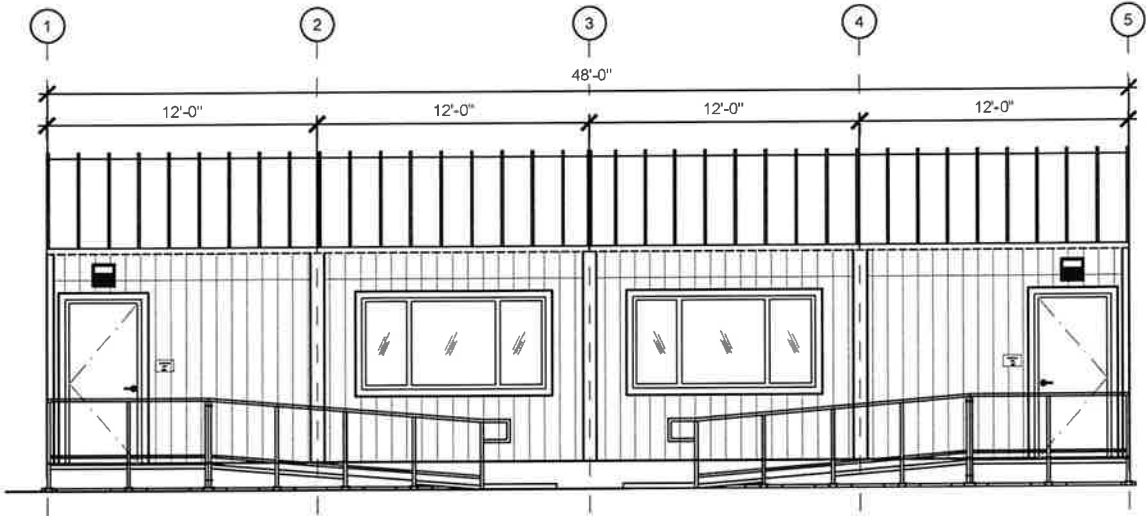
36'x40' CLASSROOM	ITEM H
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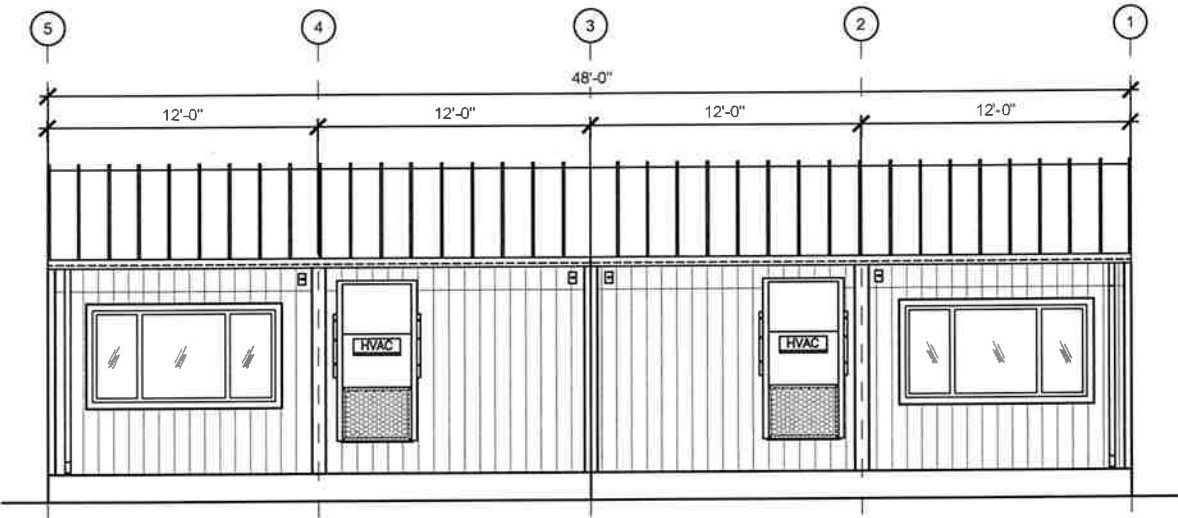
FLOOR PLAN

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

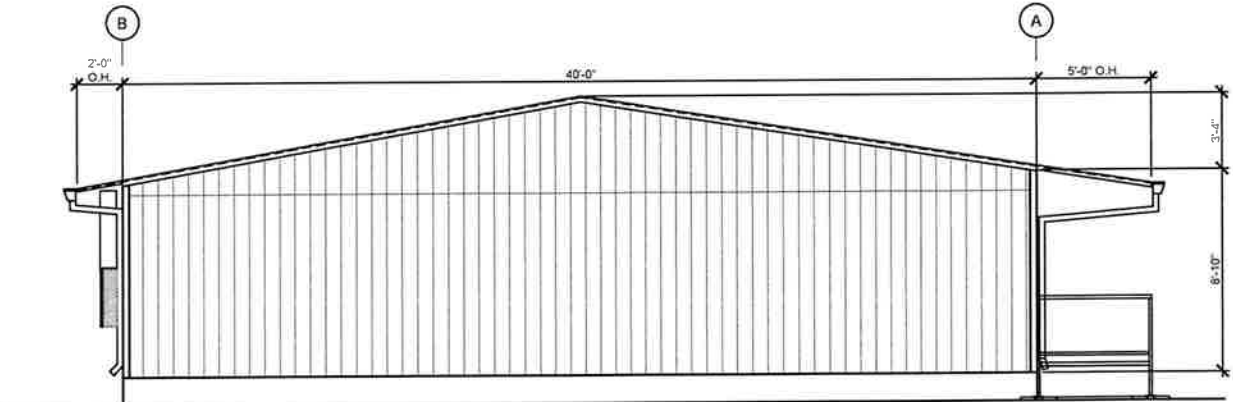
48'X40' CLASSROOM	ITEM I
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FRONT EXTERIOR ELEVATION

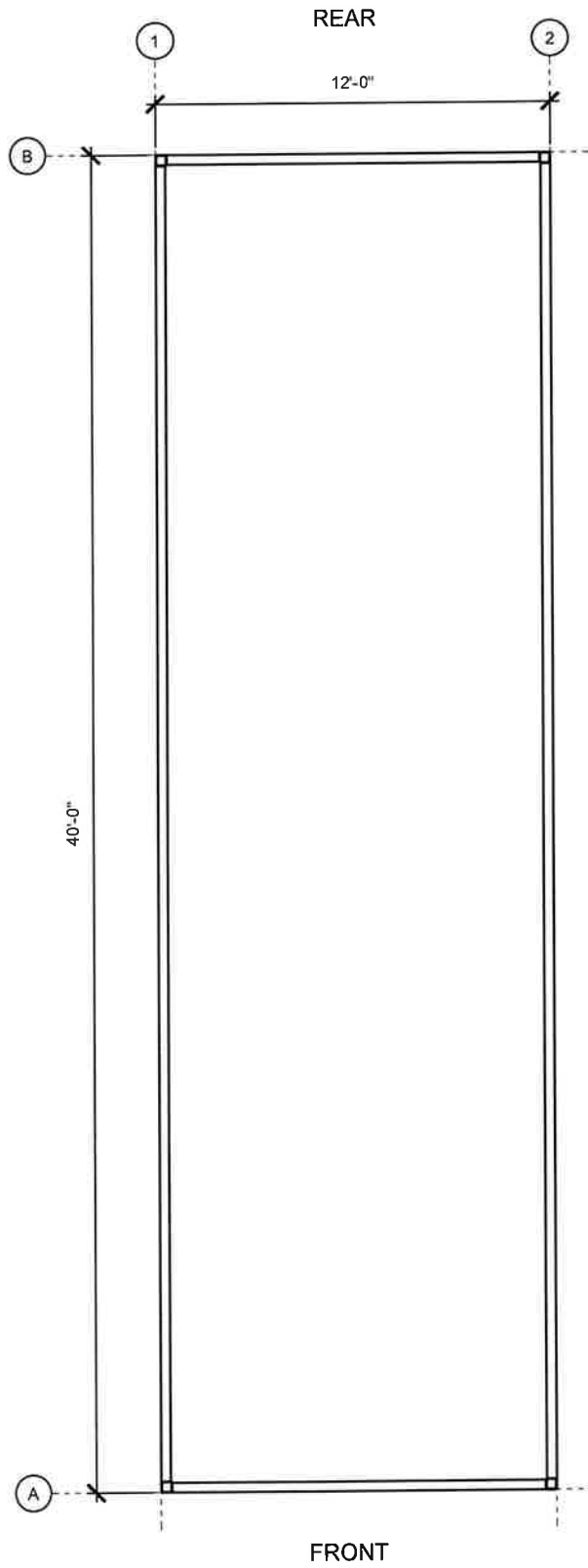


REAR EXTERIOR ELEVATION

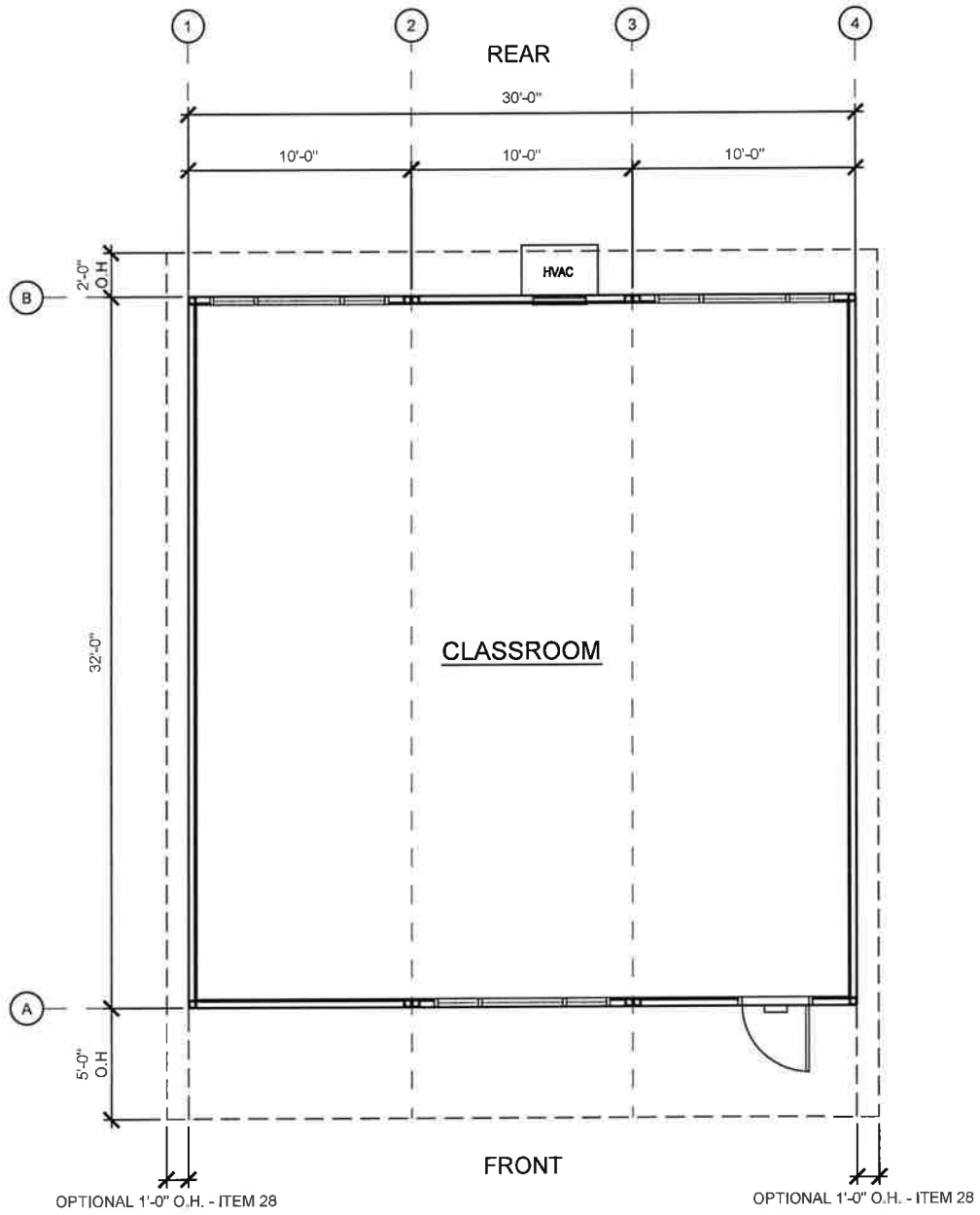


SIDE EXTERIOR ELEVATION

48'X40' CLASSROOM	ITEM I
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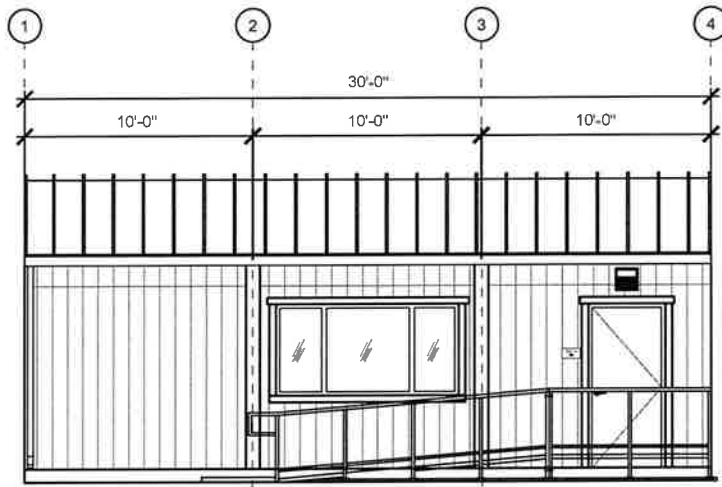
12' MODULE	Additional Section	ITEM J
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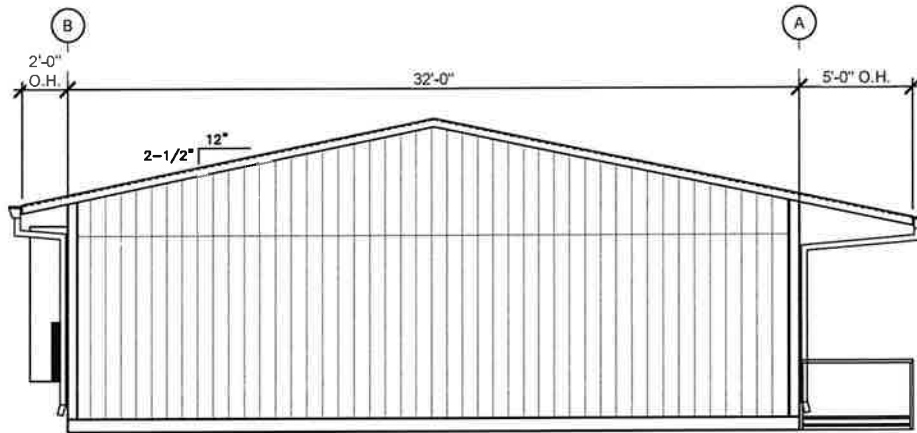
FLOOR PLAN

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

30'X32' CLASSROOM	ITEM K
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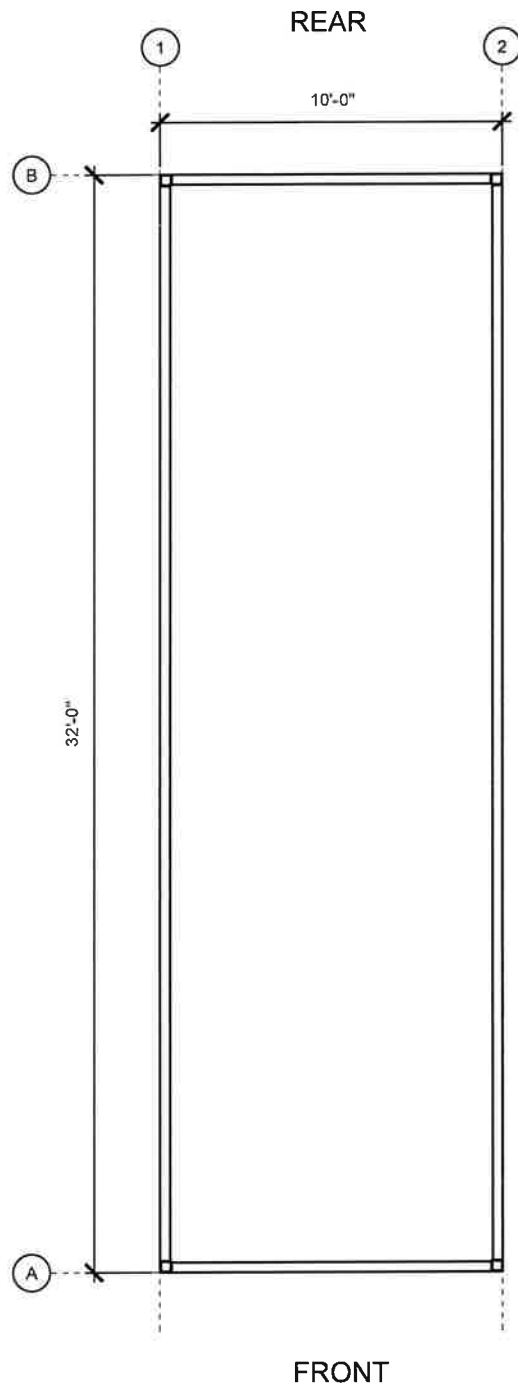


FRONT EXTERIOR ELEVATION

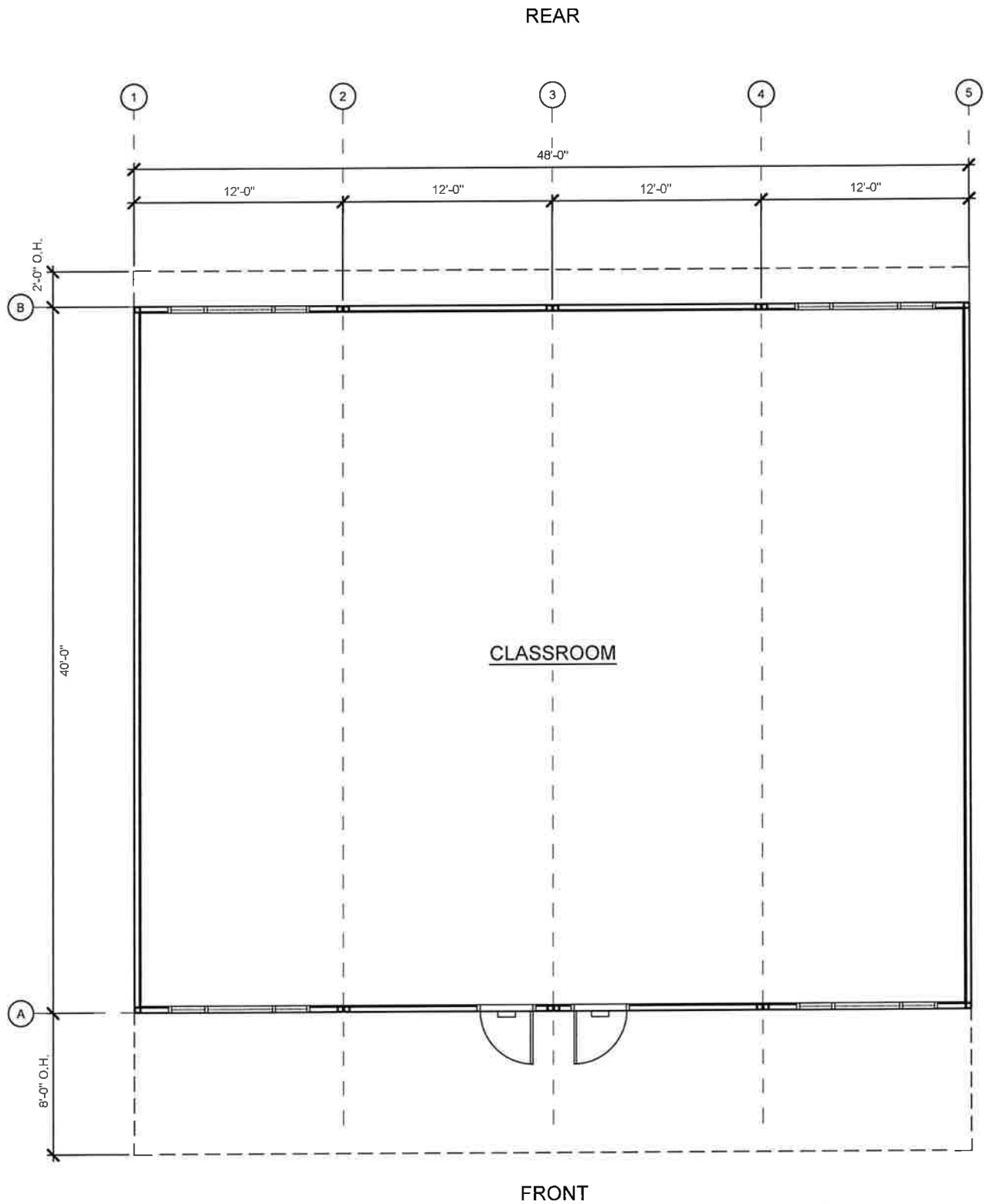


SIDE EXTERIOR ELEVATION

30'X32' CLASSROOM	ITEM K
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10' MODULE Additional Section-Steep Pitch	ITEM L
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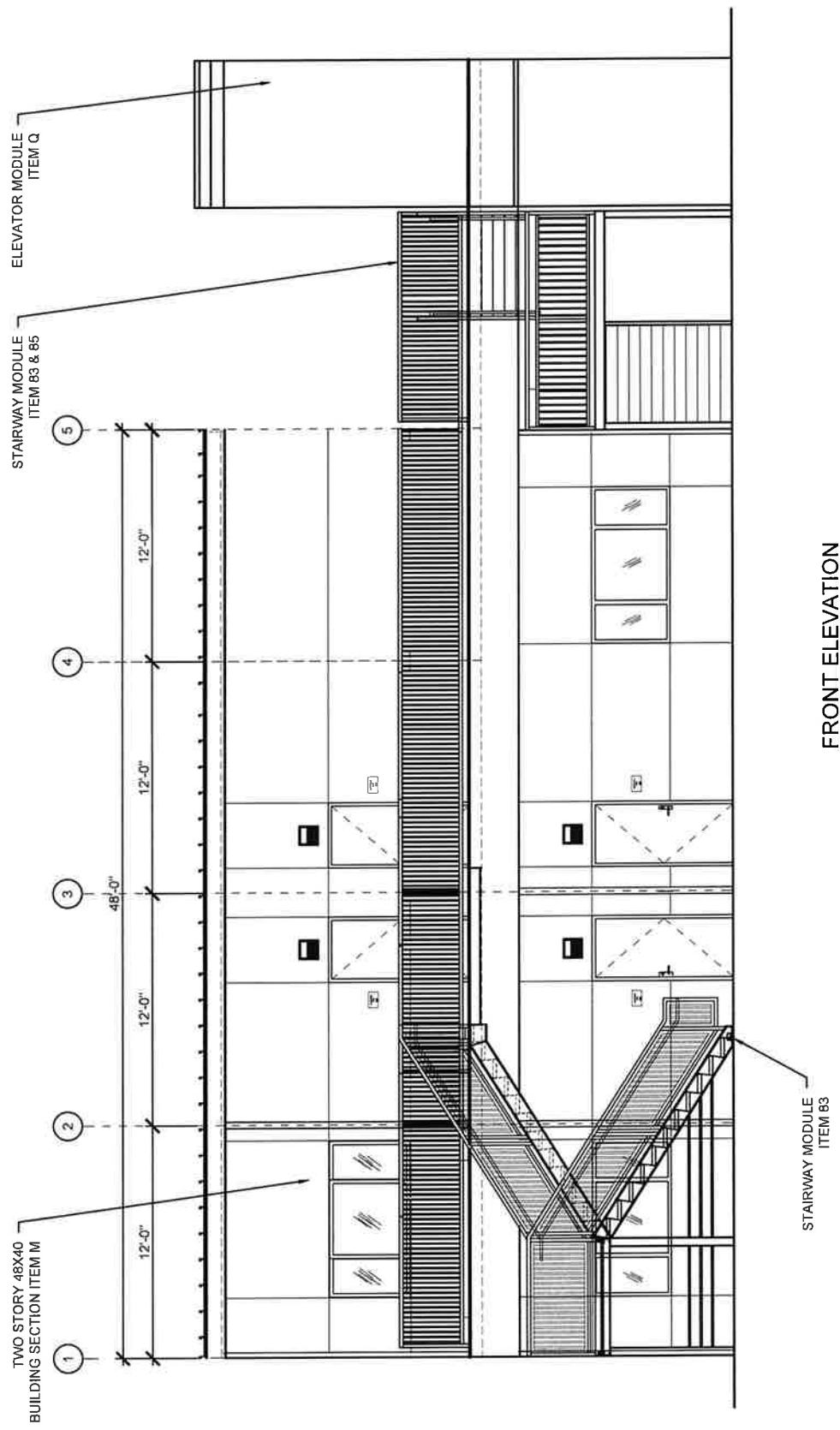


FLOOR PLAN

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

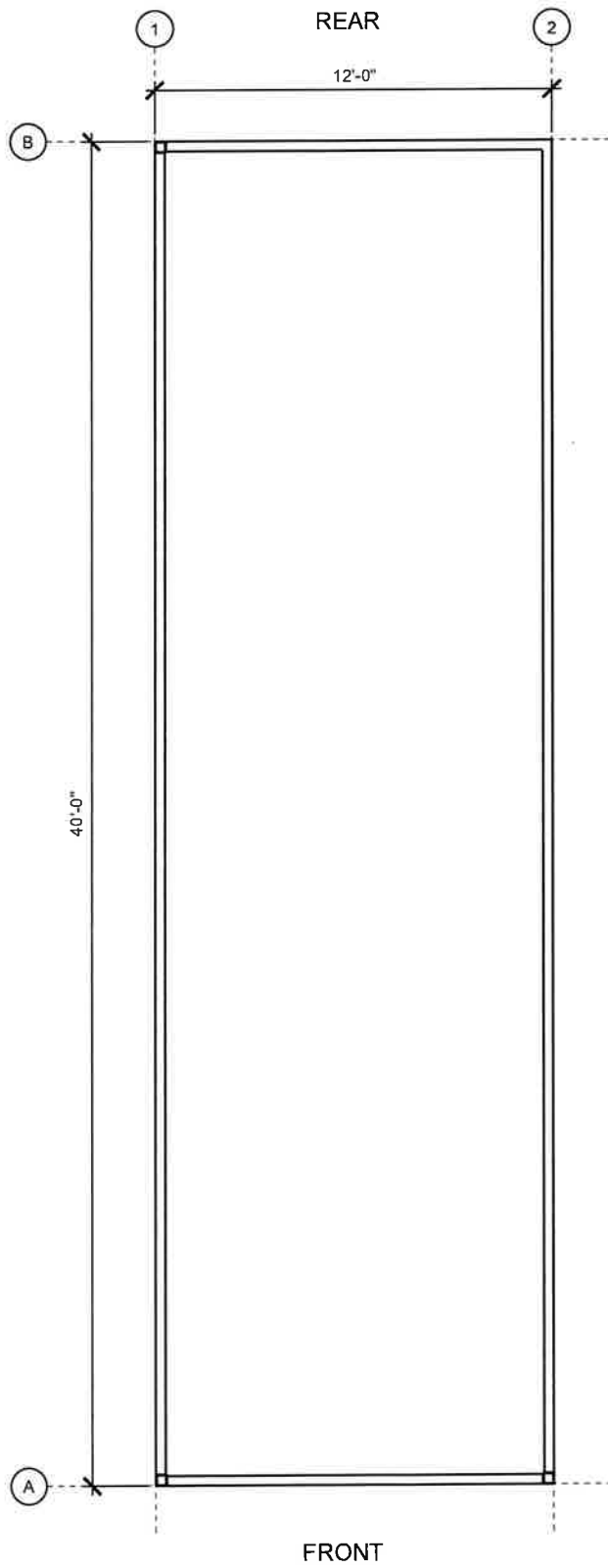
48'X40' CLASSROOM TWO STORY

ITEM M & Q

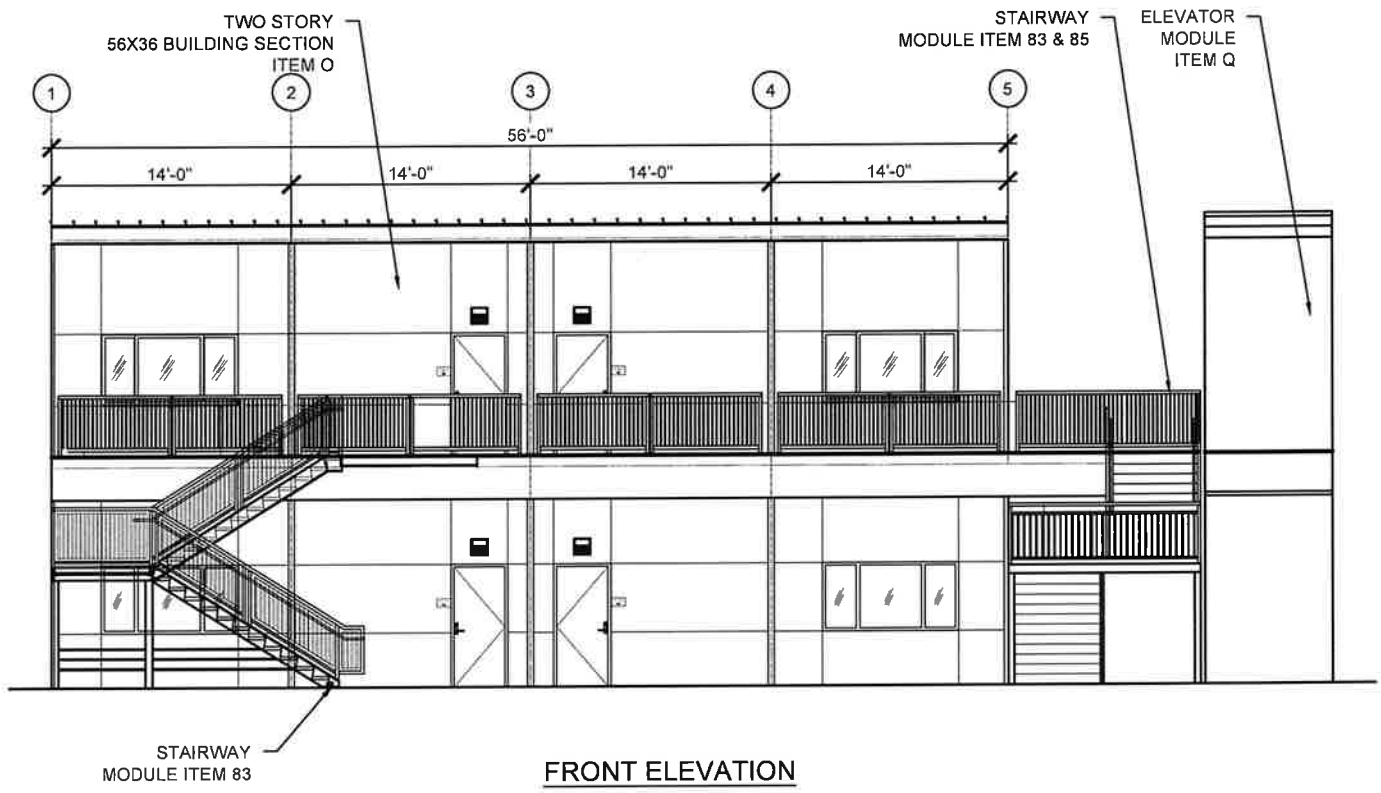


FRONT ELEVATION

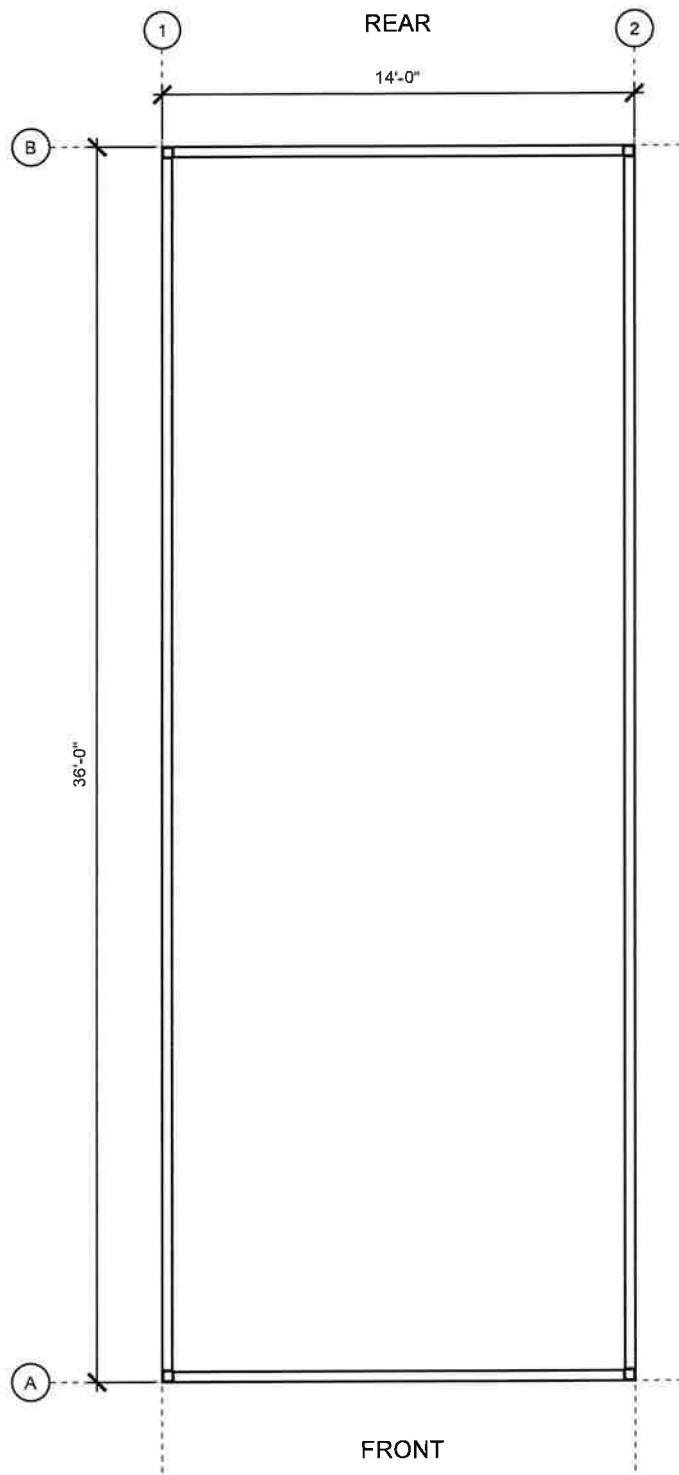
48'X40' CLASSROOM	ITEM M & Q
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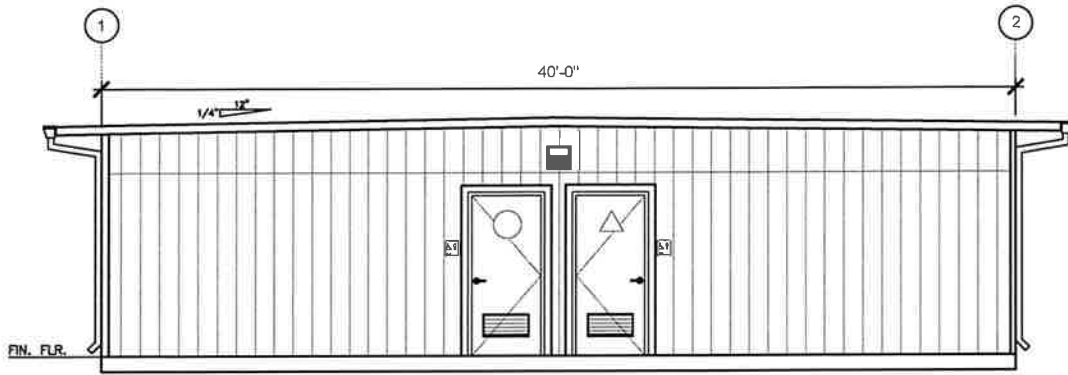
12'x40' MODULE Two Story	ITEM N
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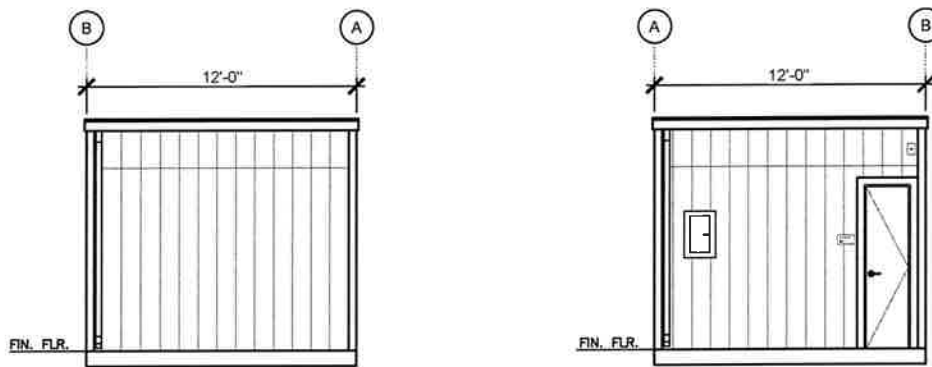
56 X 36 CLASSROOM TWO STORY	ITEM O and Q
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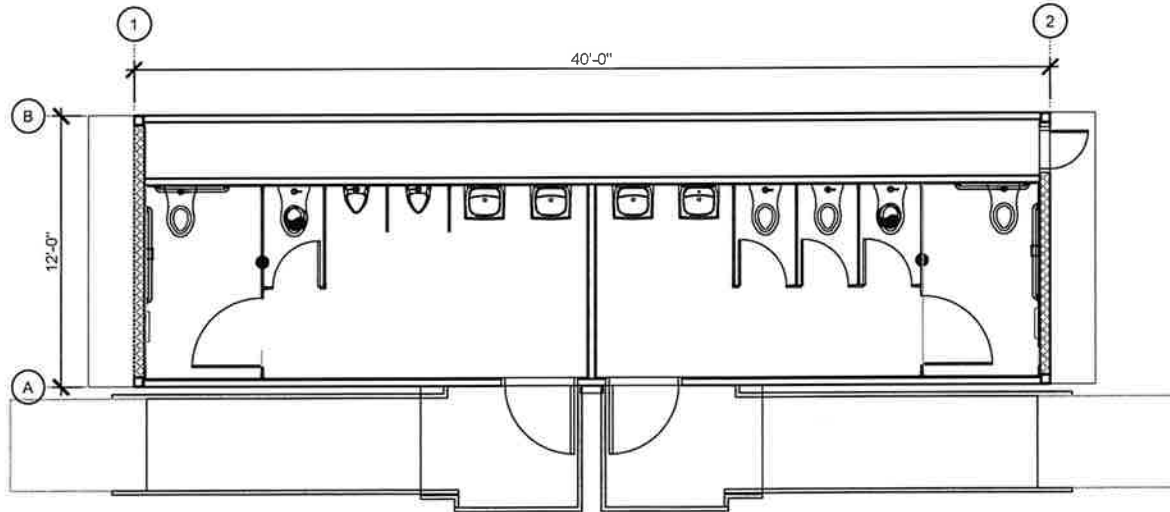
14'x36' MODULE TWO STORY	ITEM P
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FRONT WALL ELEVATION

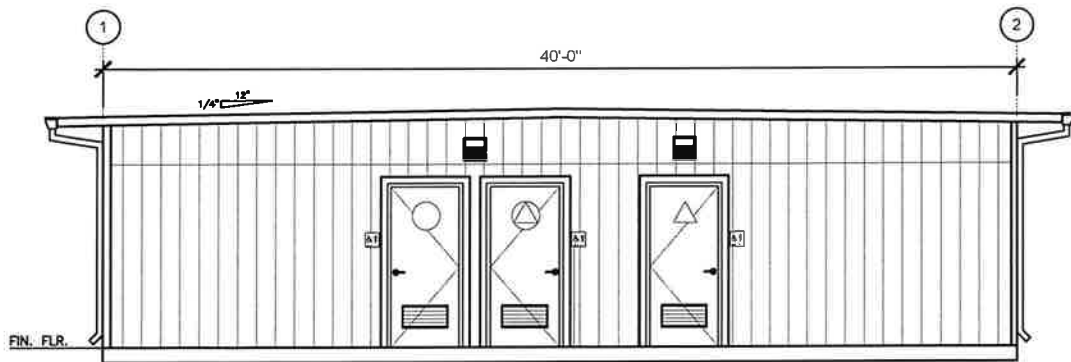


END WALL ELEVATIONS

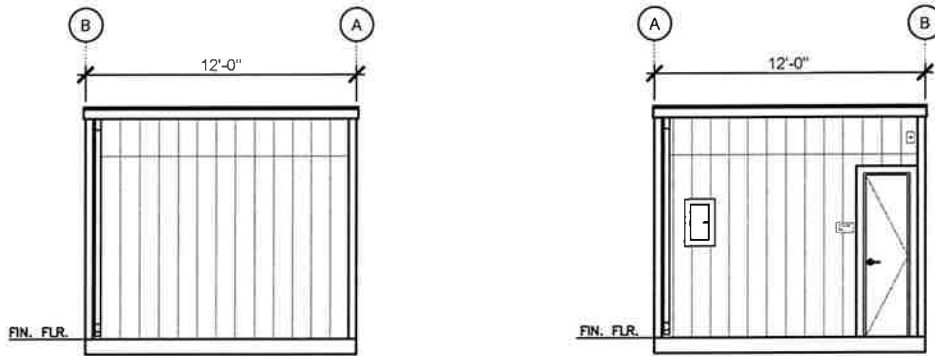


FLOOR PLAN

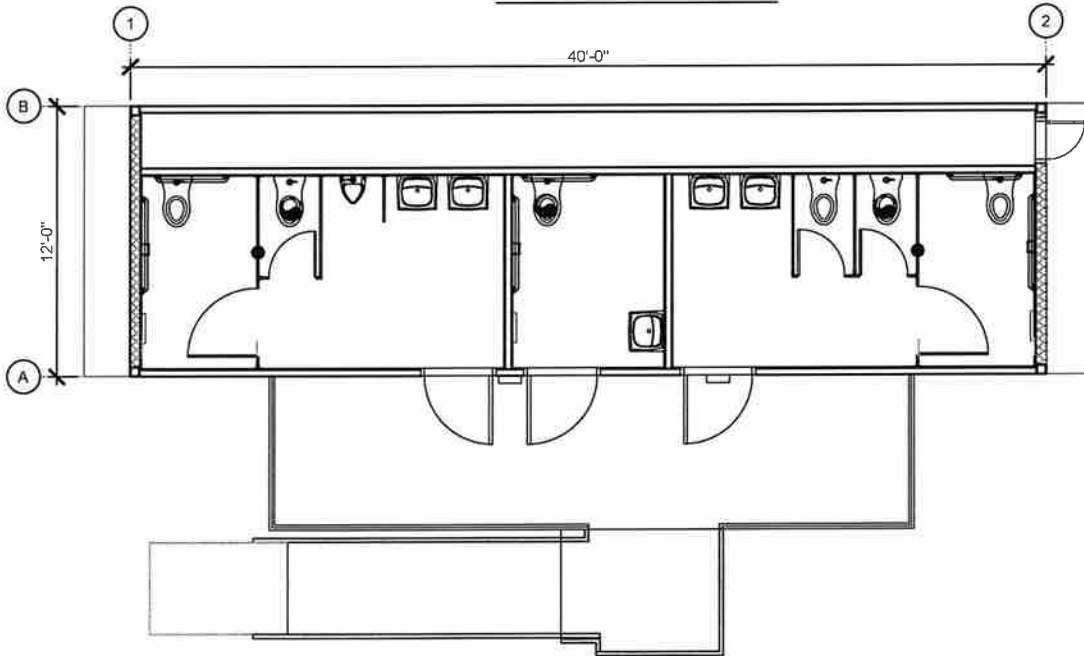
<p>12X40 BOY/GIRL RESTROOM A - BUILDING</p>	<p>ITEM R</p>
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FRONT WALL ELEVATION



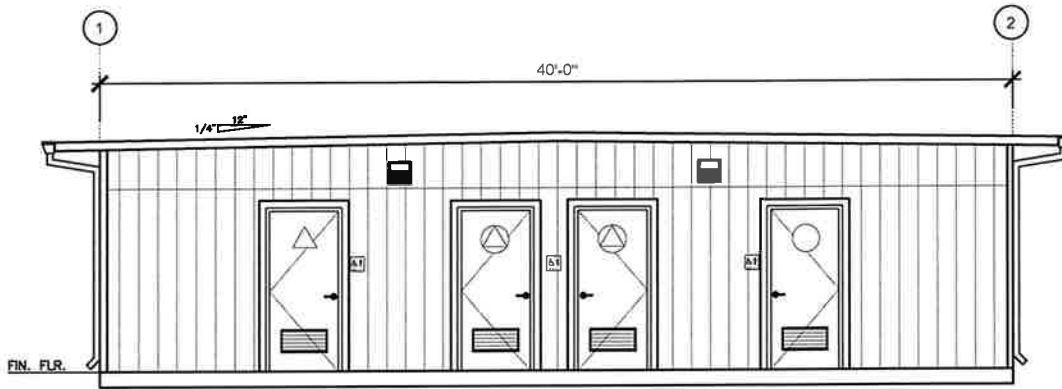
END WALL ELEVATIONS



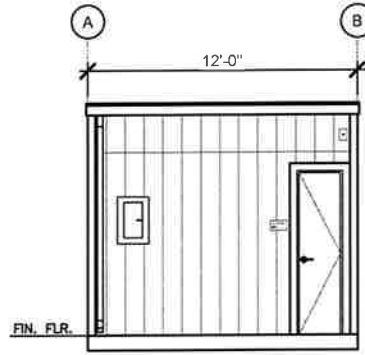
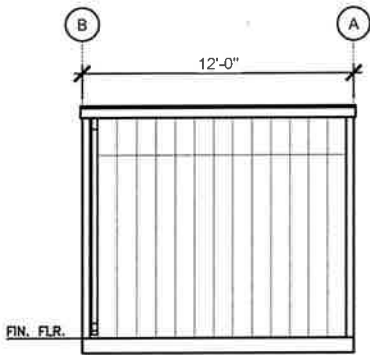
FLOOR PLAN

12X40 BOY/STAFF/GIRLS
RESTROOM - B - BUILDING

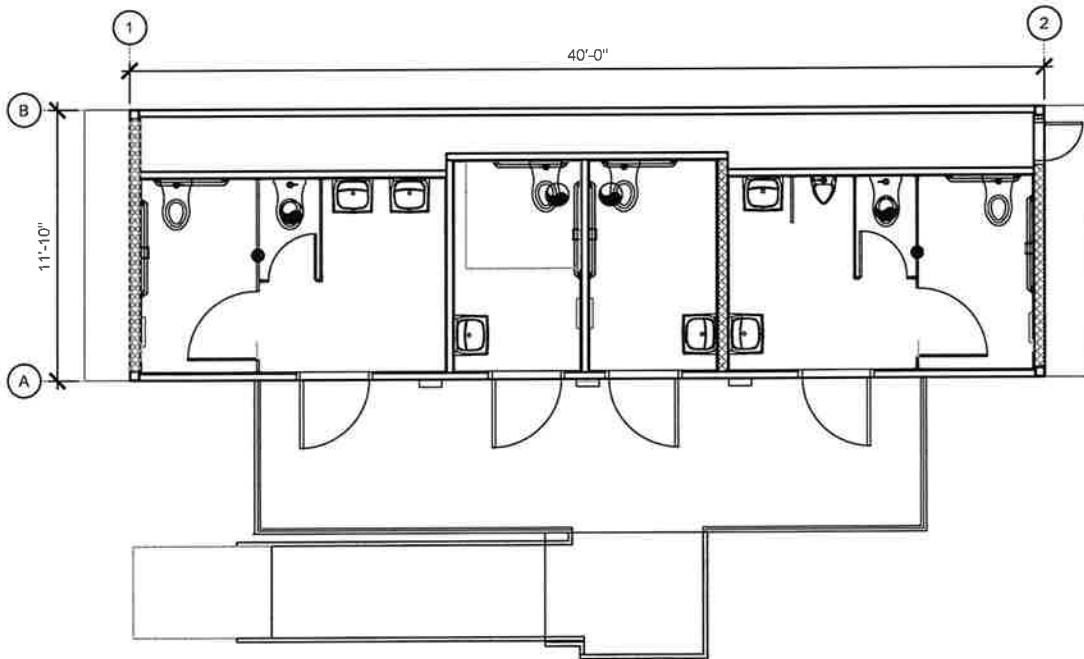
ITEM S



FRONT WALL ELEVATION



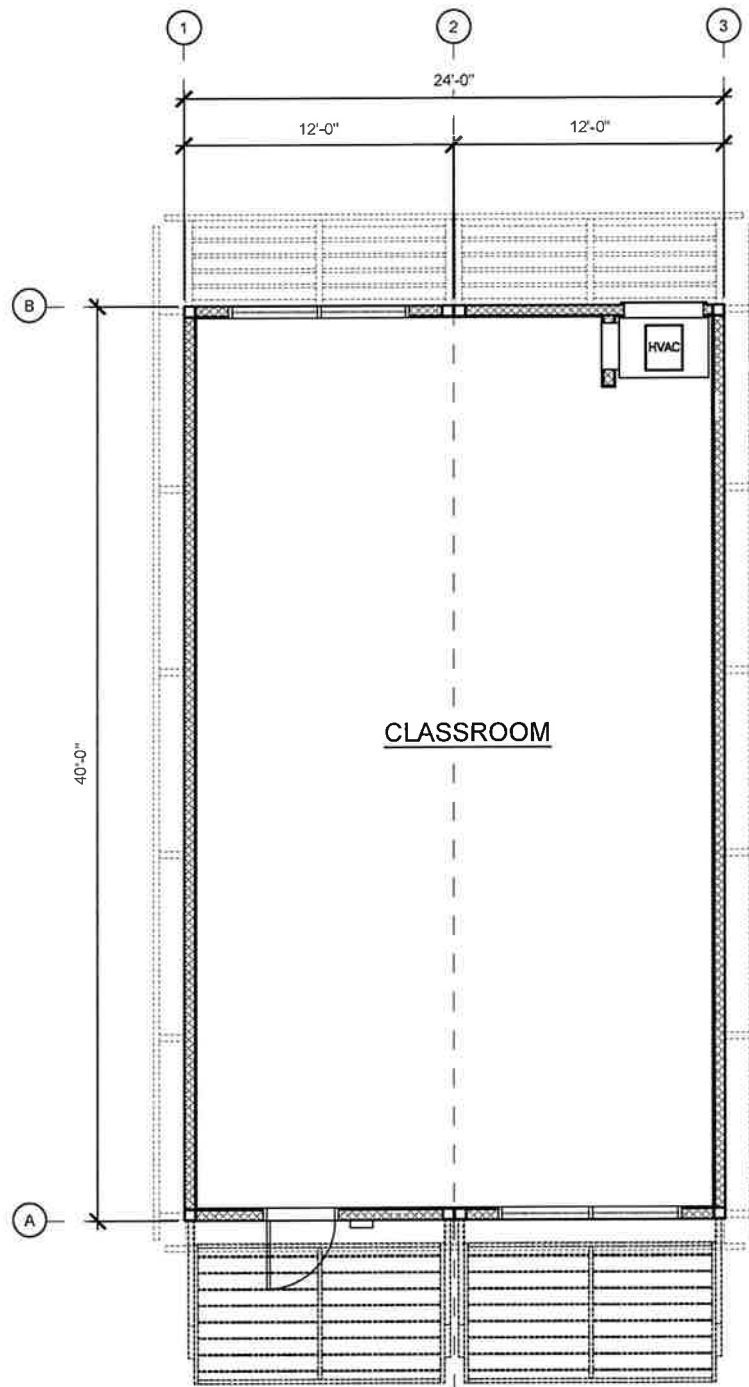
END WALL ELEVATIONS



FLOOR PLAN

12X40' BOYS/STAFF/STAFF/GIRLS
RESTROOM - C - BUILDING

ITEM T

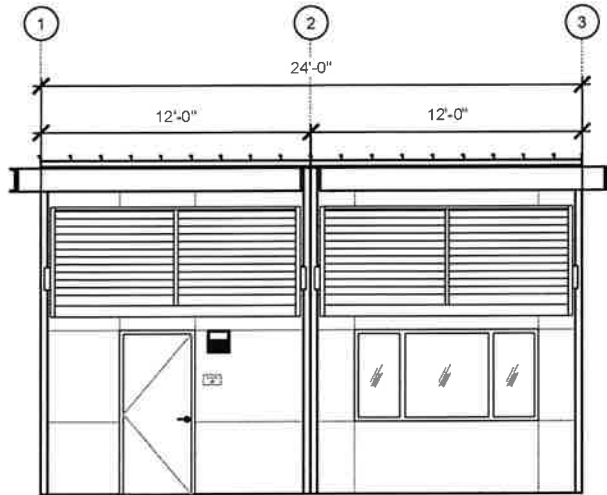


FRONT

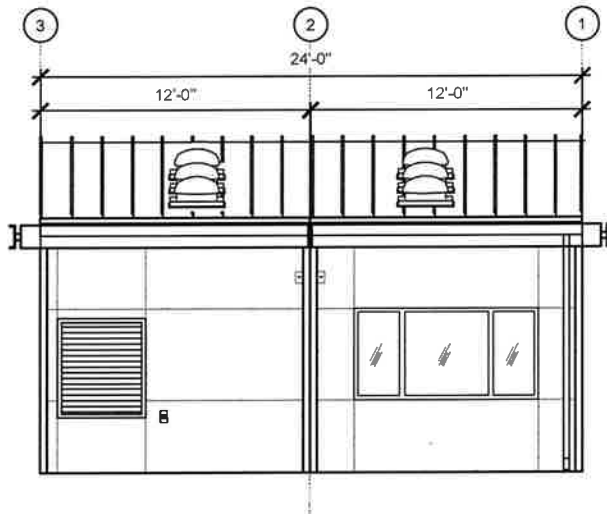
FLOOR PLAN

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

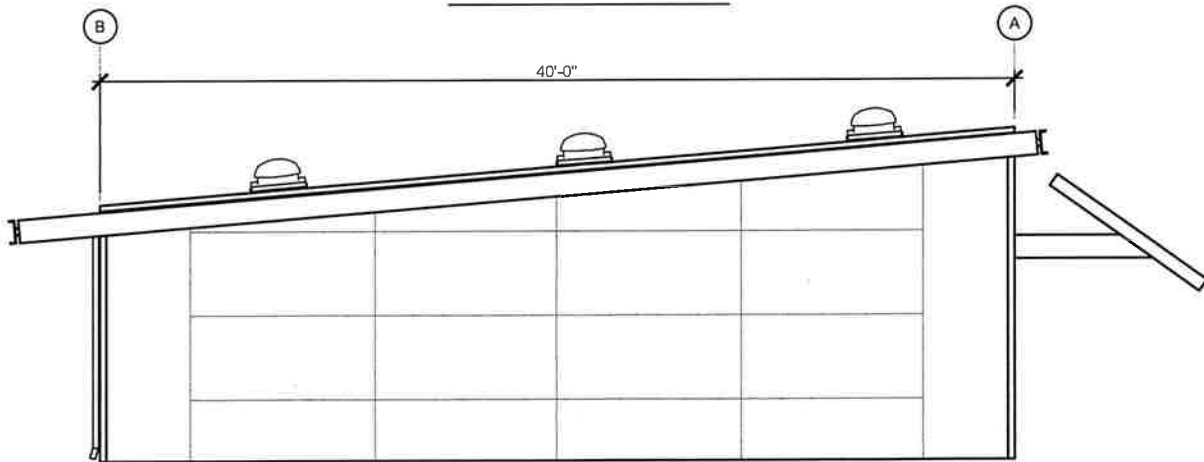
24'X40' CLASSROOM	ITEM A-HP
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FRONT WALL ELEVATION

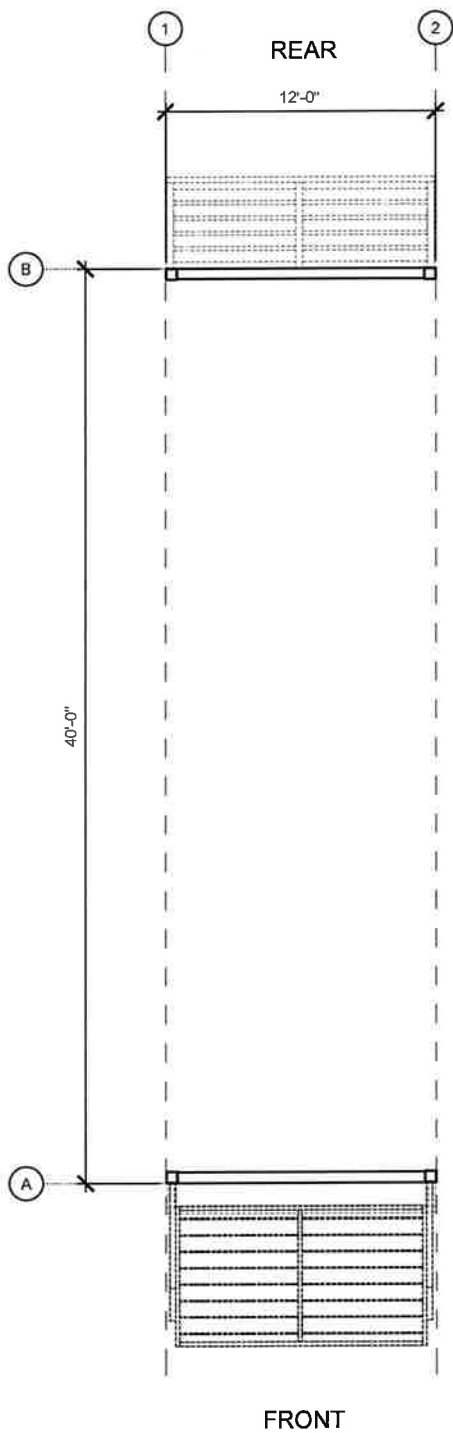


END WALL ELEVATIONS

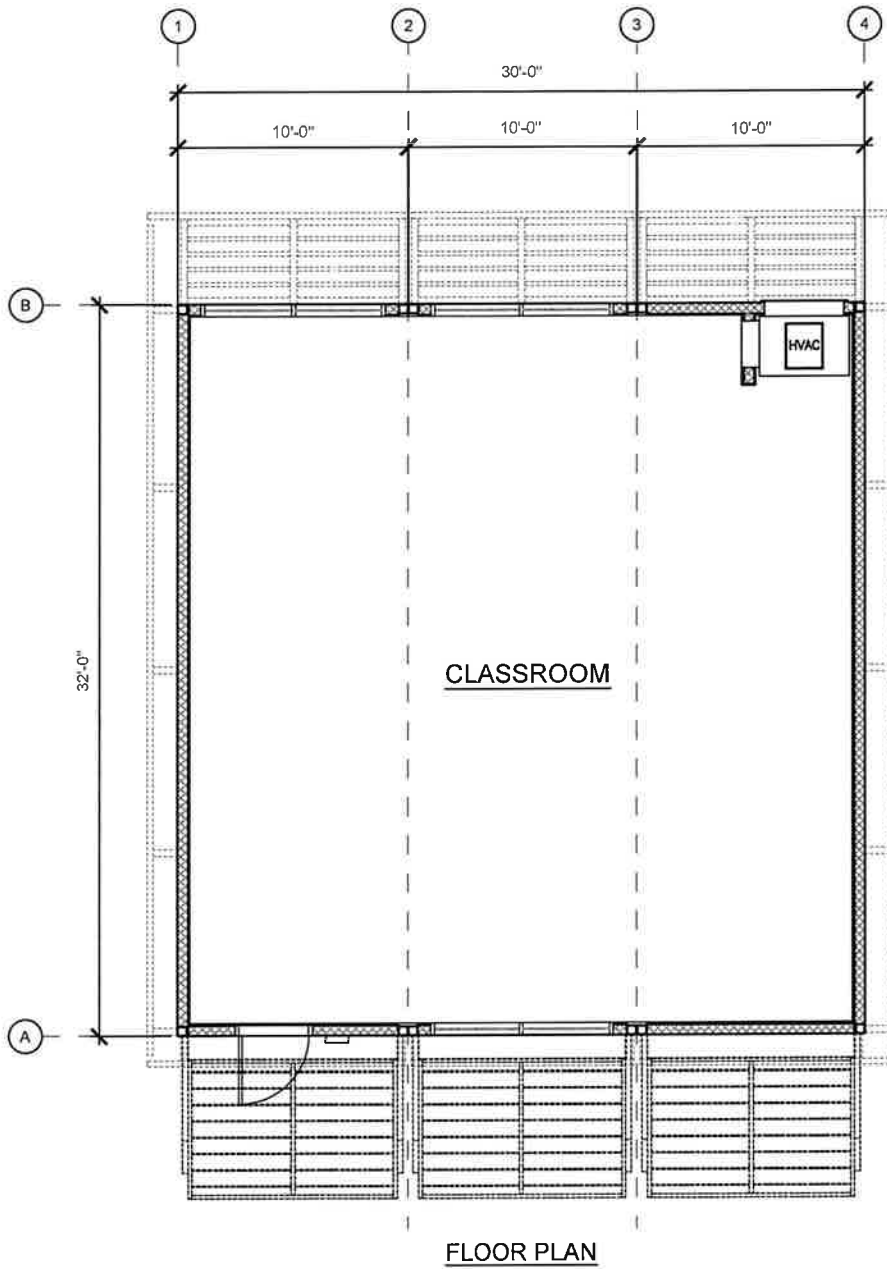


SIDE WALL ELEVATIONS

24'X40' CLASSROOM	ITEM A-HP
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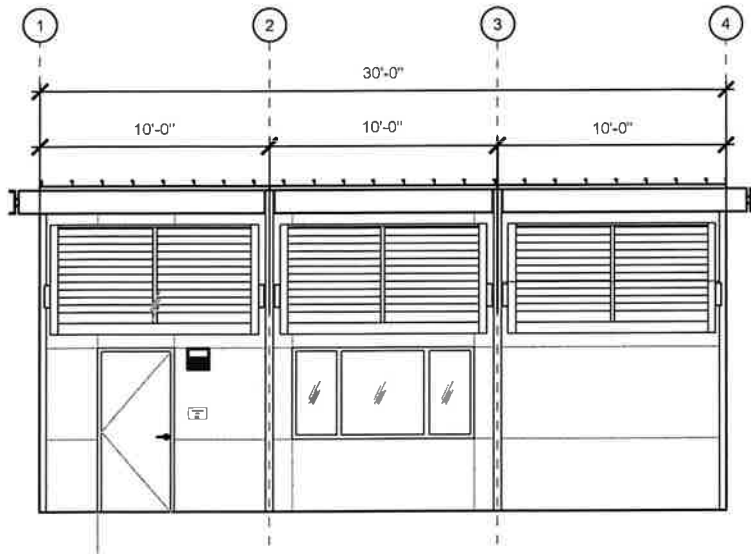
12'X40' ADDITIONAL SECTION	ITEM B-HP
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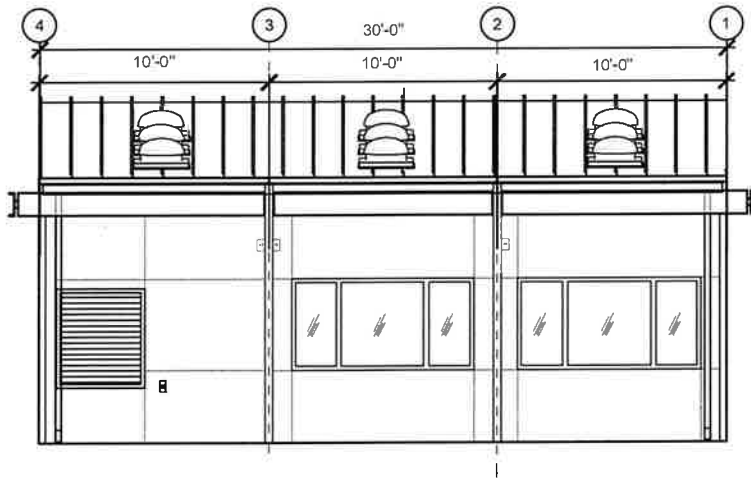
FLOOR PLAN

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

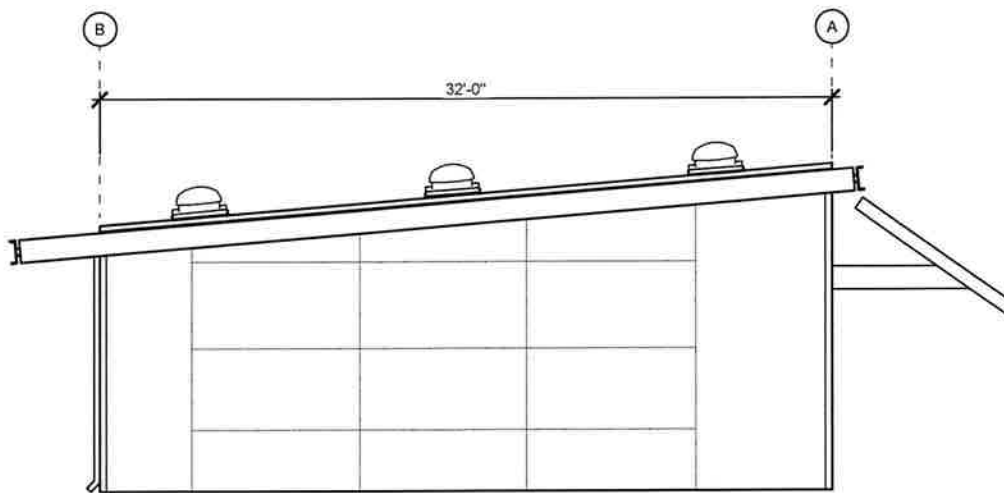
30'X32' CLASSROOM	ITEM C-HP
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FRONT WALL ELEVATION

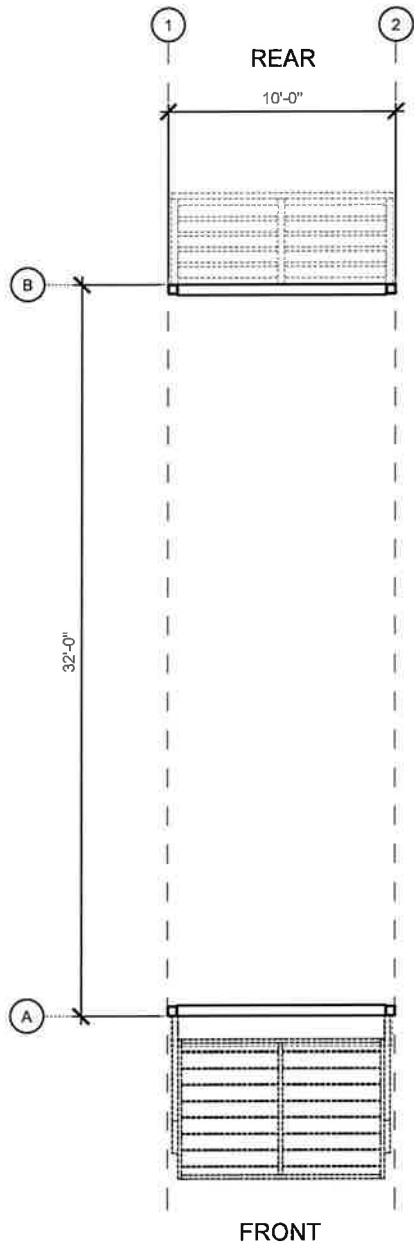


END WALL ELEVATIONS

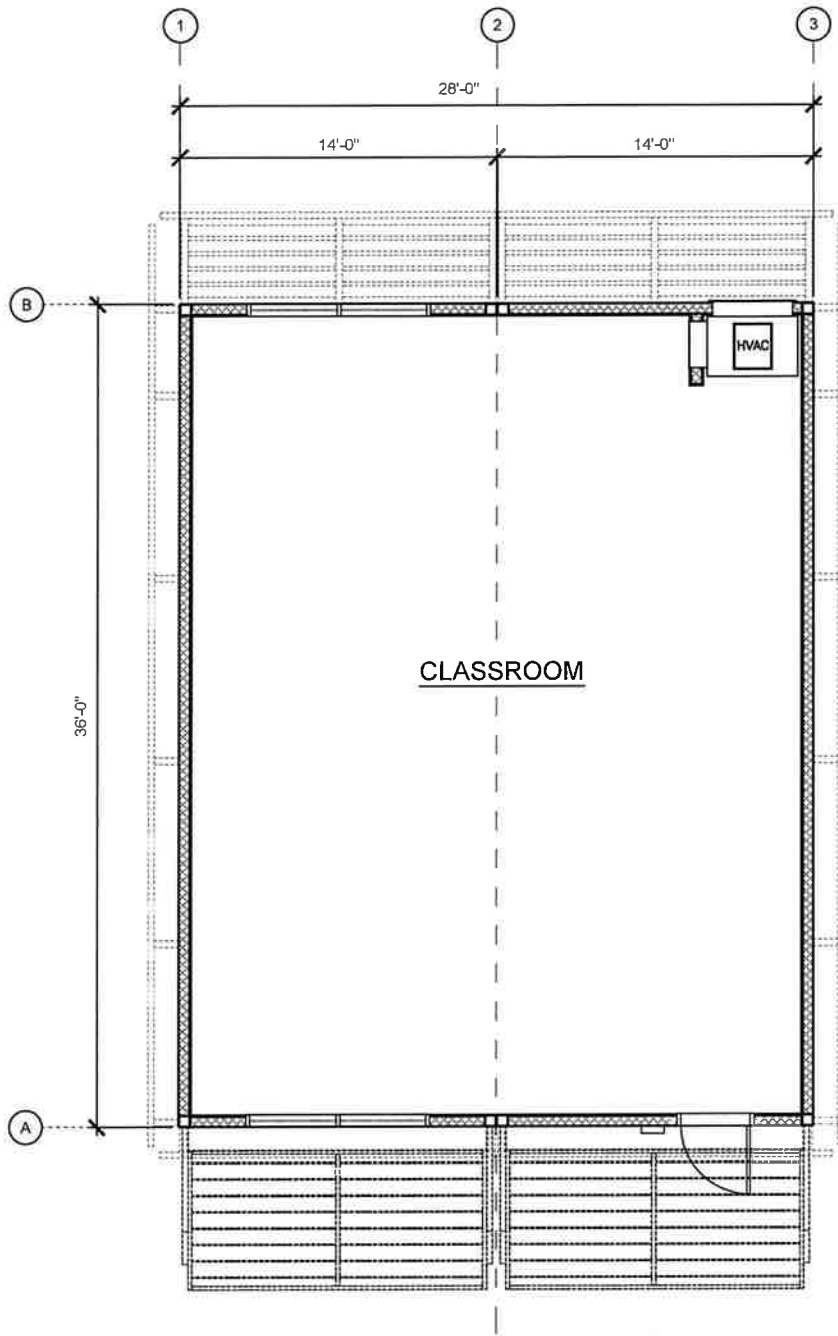


SIDE WALL ELEVATIONS

30'X32' CLASSROOM	ITEM C-HP
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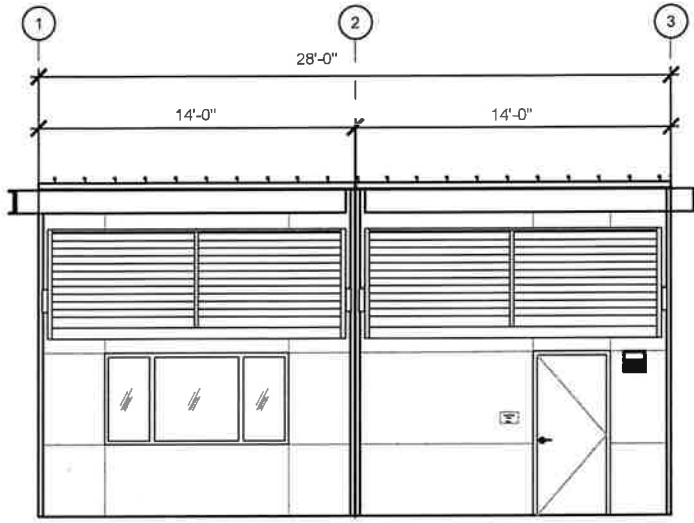


10'X32' ADDITIONAL SECTION	ITEM D-HP
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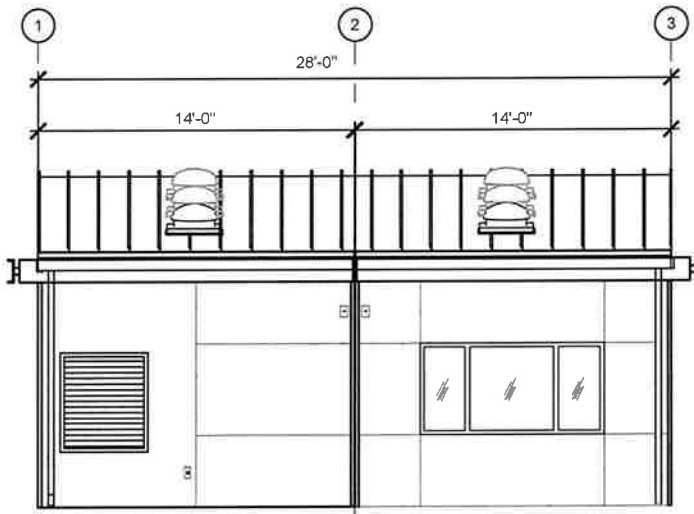


FLOOR PLAN

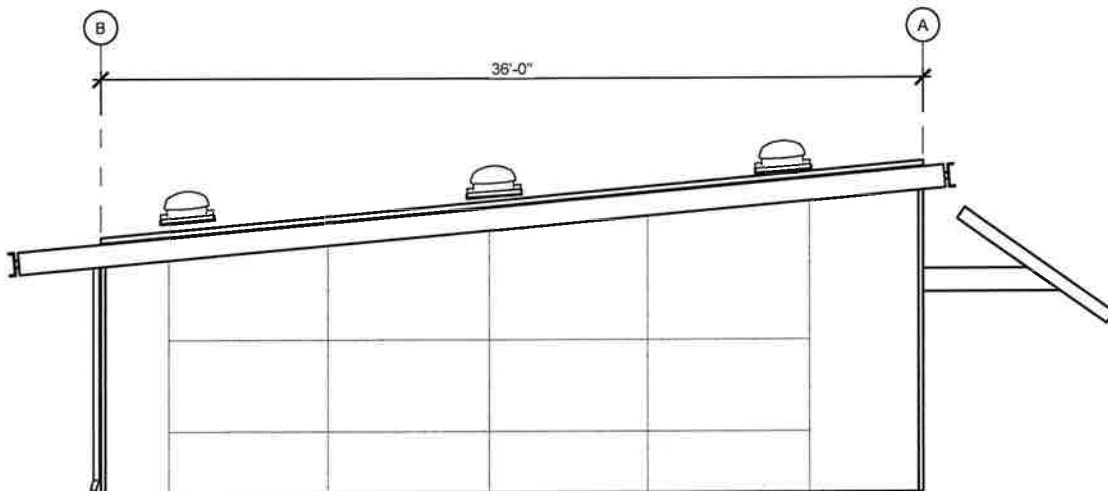
28'X36' CLASSROOM	ITEM E-HP
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FRONT WALL ELEVATION

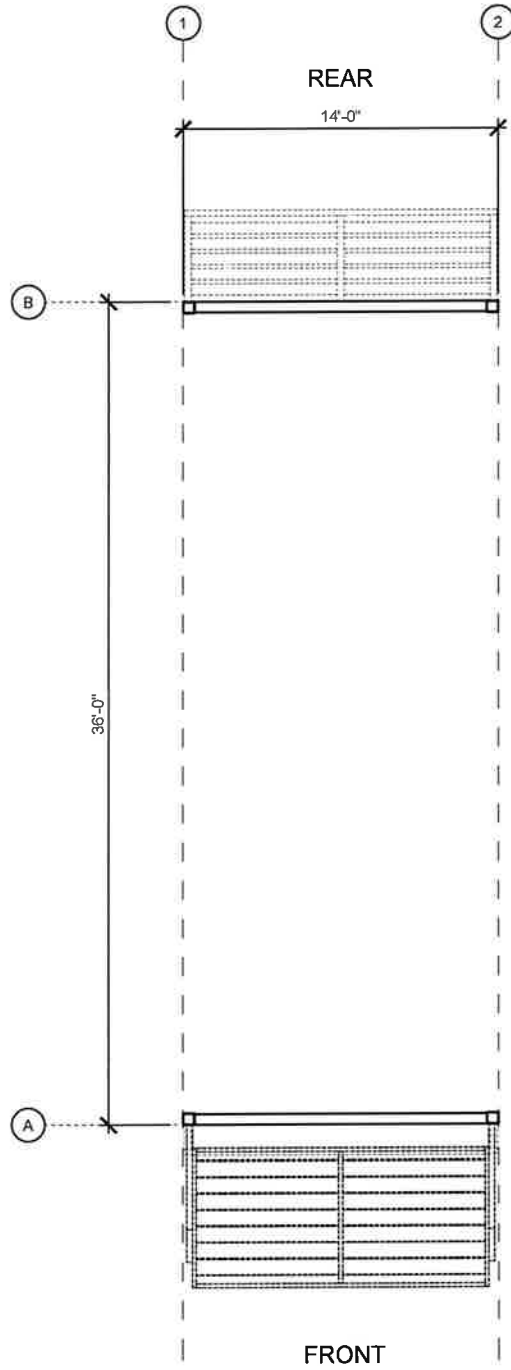


END WALL ELEVATIONS

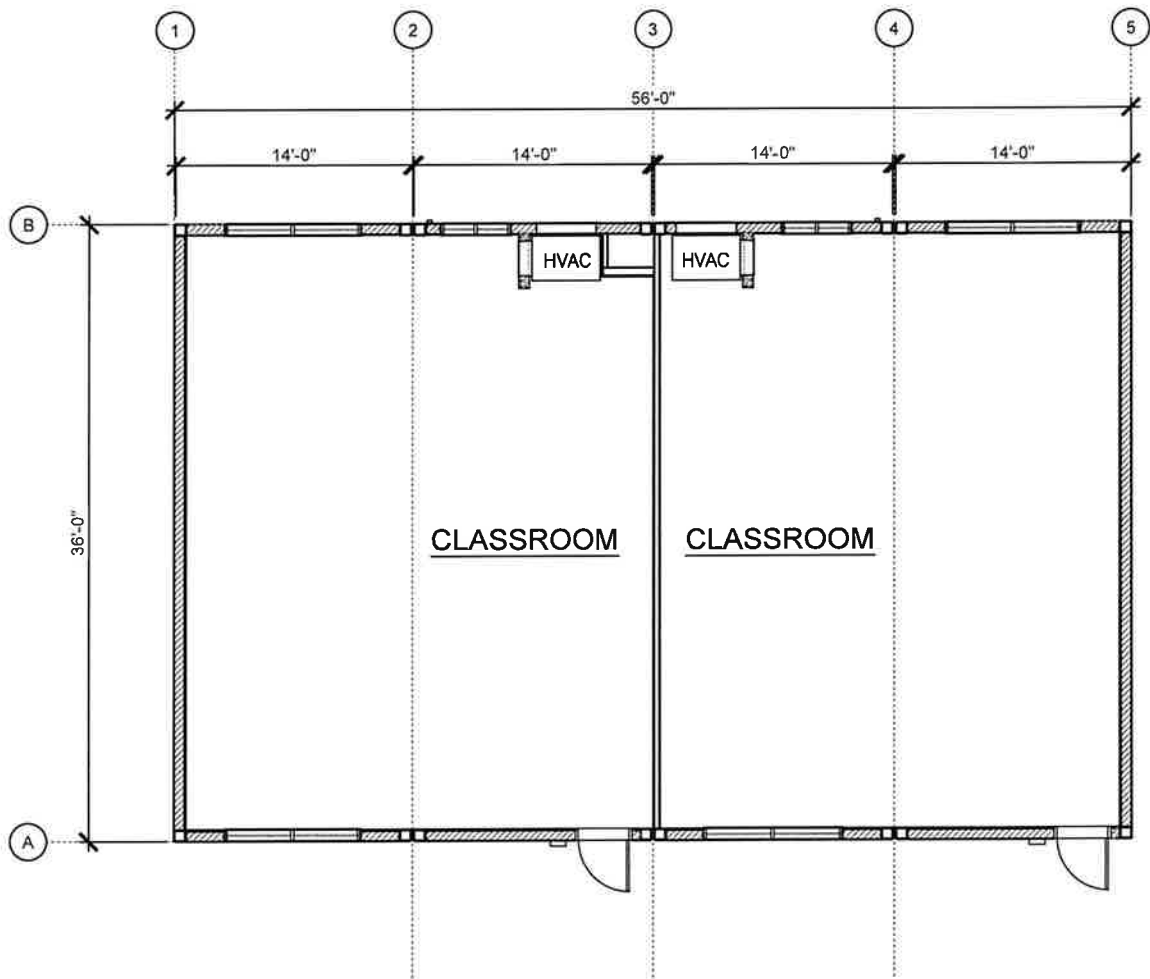


28'X36' CLASSROOM

ITEM E-HP



28'X36' ADDITIONAL SECTION	ITEM F-HP
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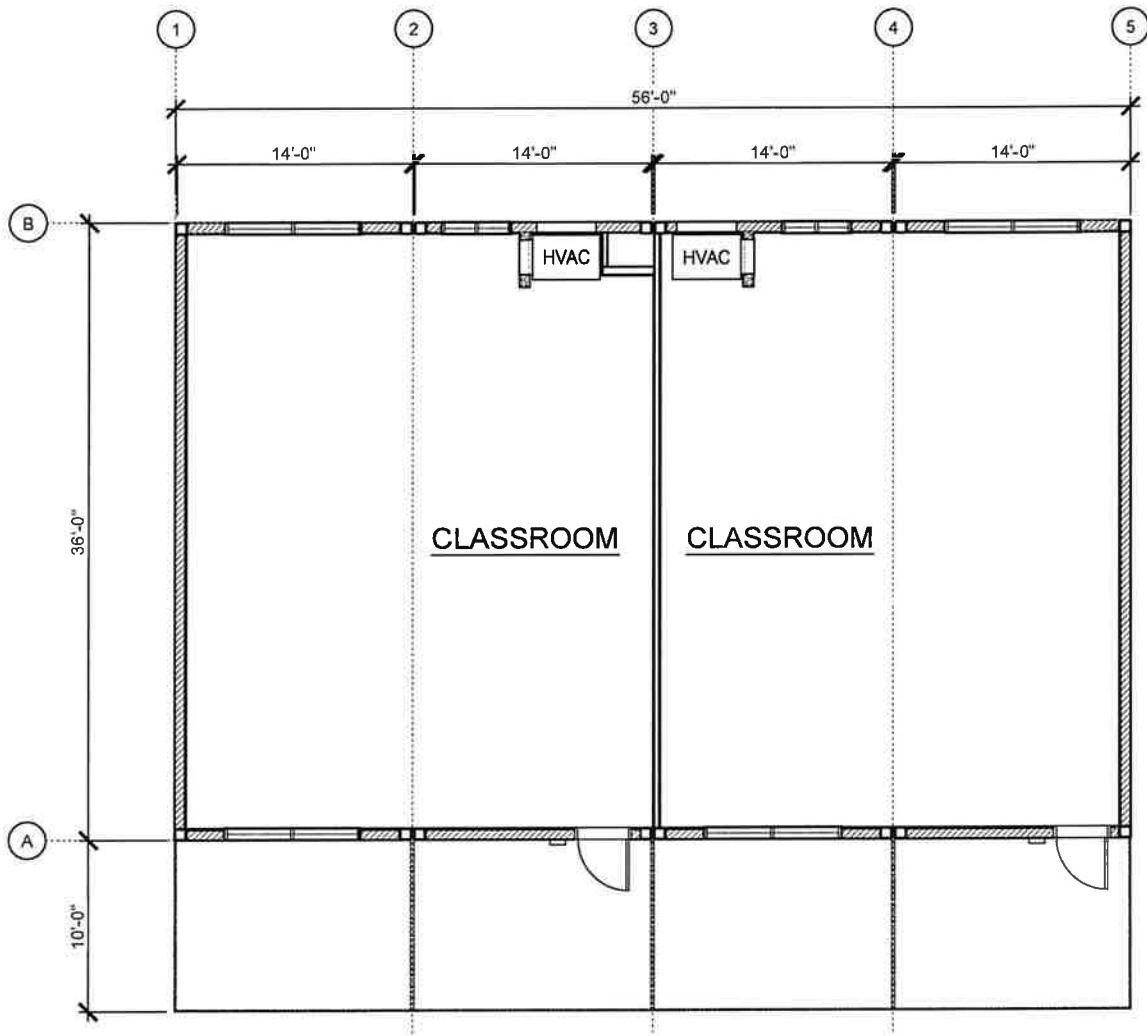
FIRST FLOOR PLAN VIEW

FLOOR PLAN

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

56'X36' TWO STORY - FIRST FLOOR

ITEM G-HP



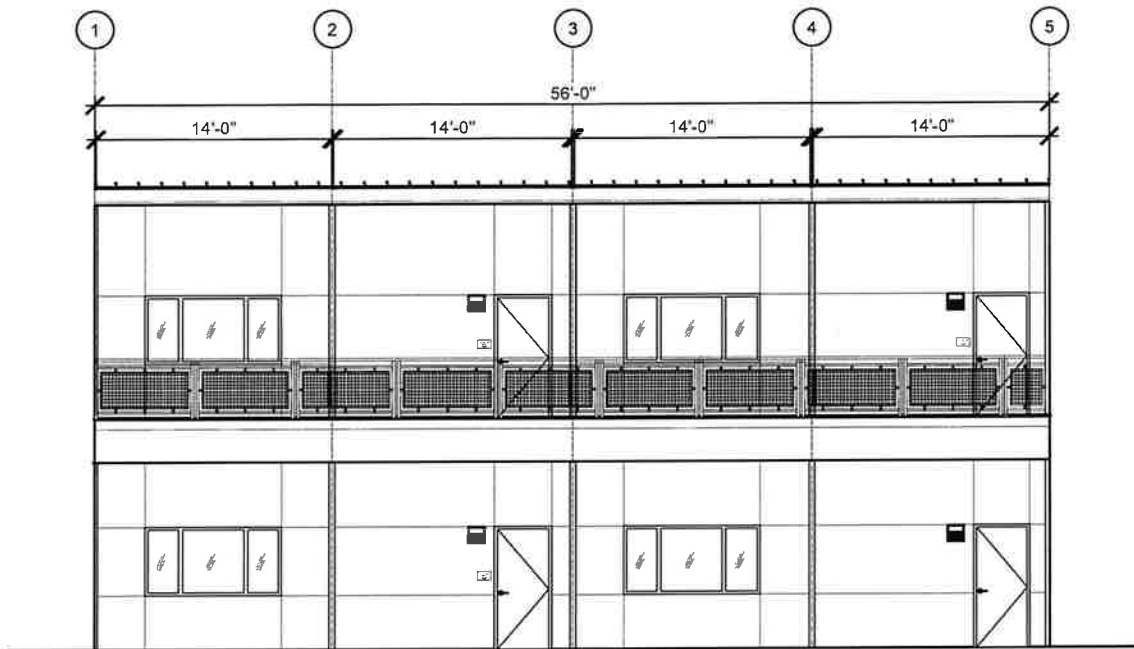
SECOND FLOOR PLAN VIEW

FLOOR PLAN

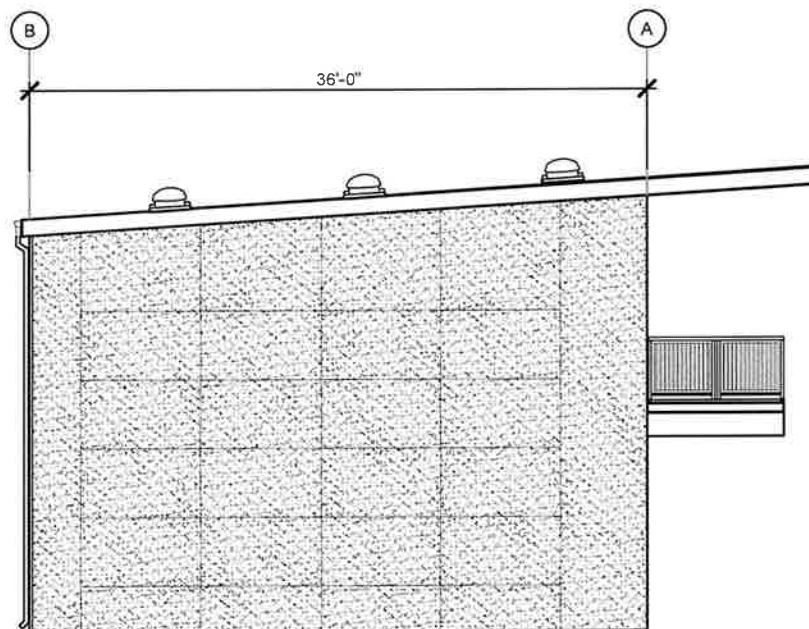
AVAILABLE AS SHOWN - LEFT HAND
OR OPPOSITE HAND - RIGHT HAND

56'X36' TWO STORY - 2ND FLOOR

ITEM G-HP

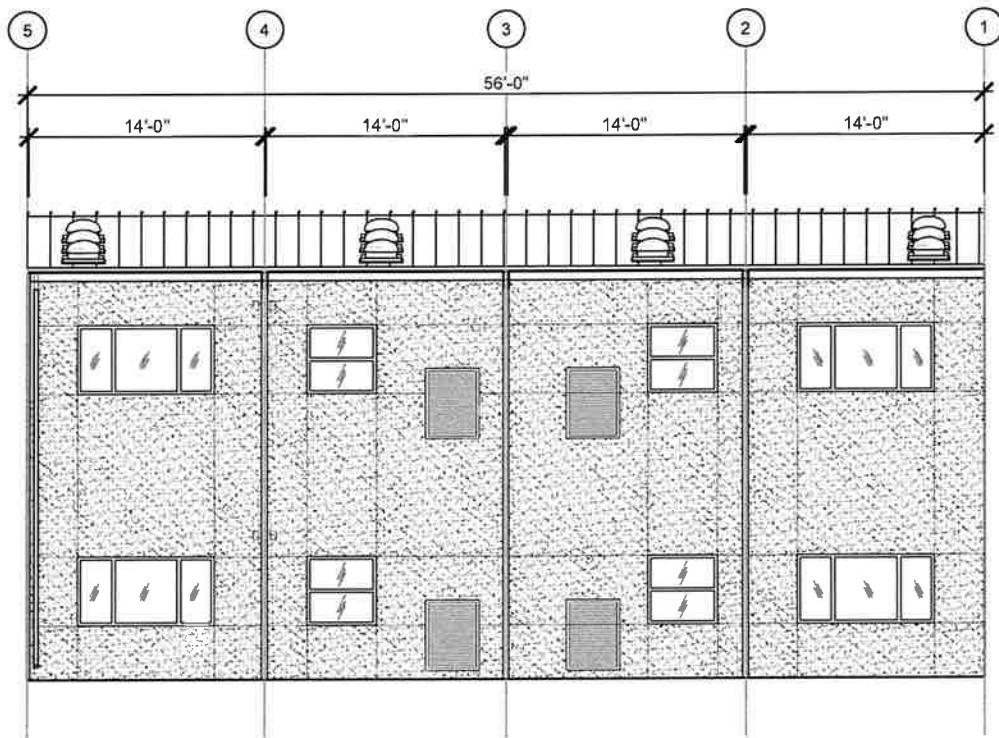


FRONT ELEVATION



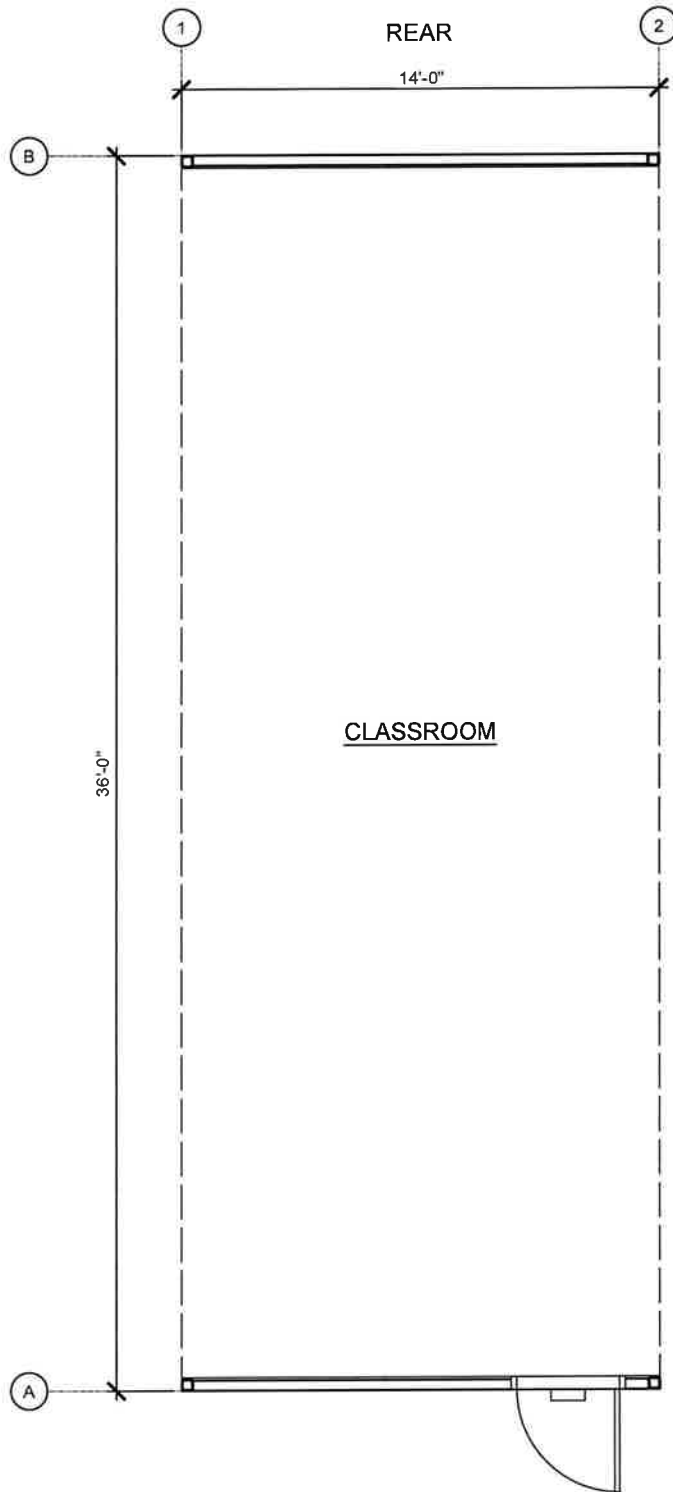
SIDE ELEVATION

56' X 36' TWO STORY - ELEVATIONS	ITEM G-HP
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56'X36' TWO STORY - ELEVATION

ITEM G-HP

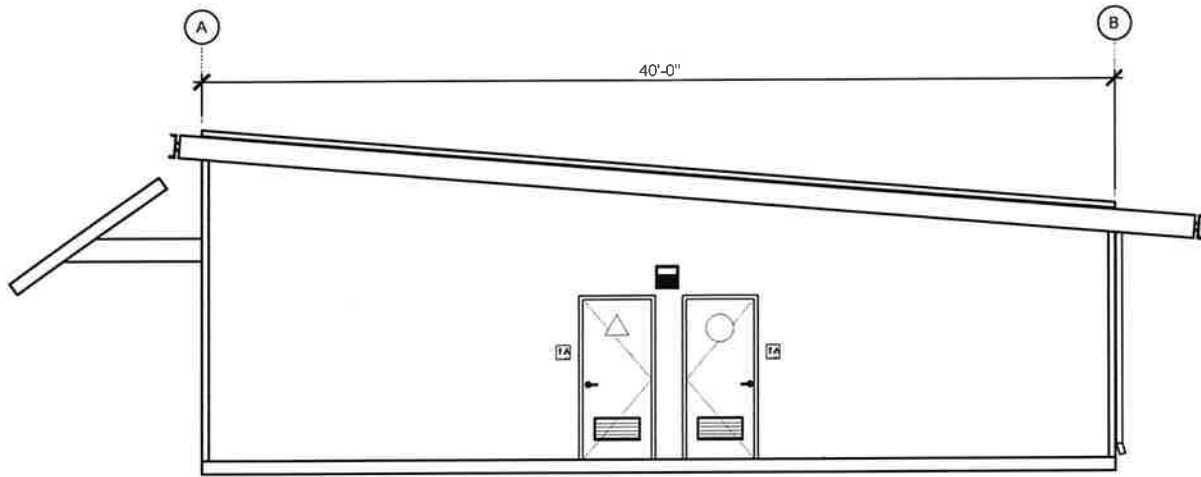


1ST & 2ND FLOOR PLAN VIEW

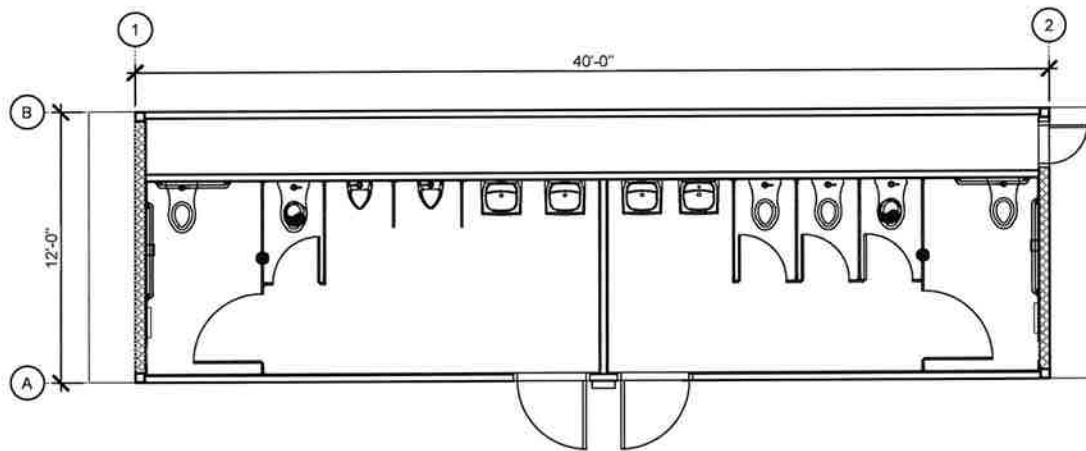
14'x36' TWO STORY

PLAN VIEW

ITEM H-HP

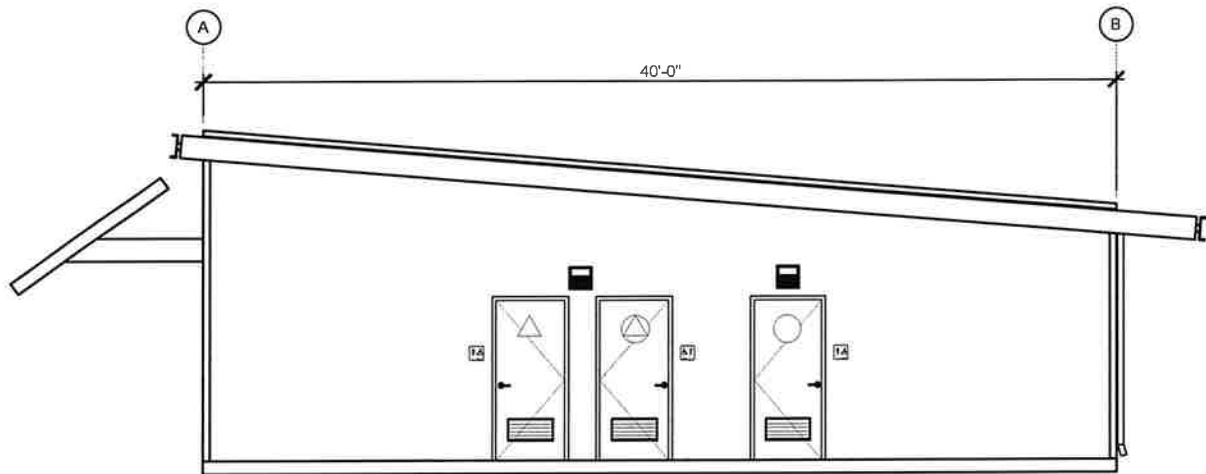


ELEVATION VIEW

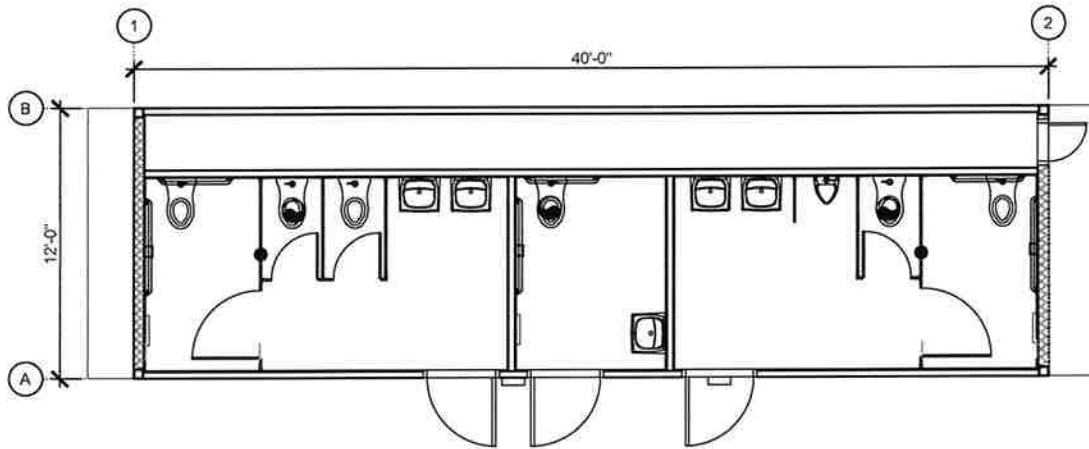


FLOOR PLAN

<p>HIGH PERFORMANCE 12X40 BOY & GIRLS RESTROOM - A</p>	<p>ITEM I-HP</p>
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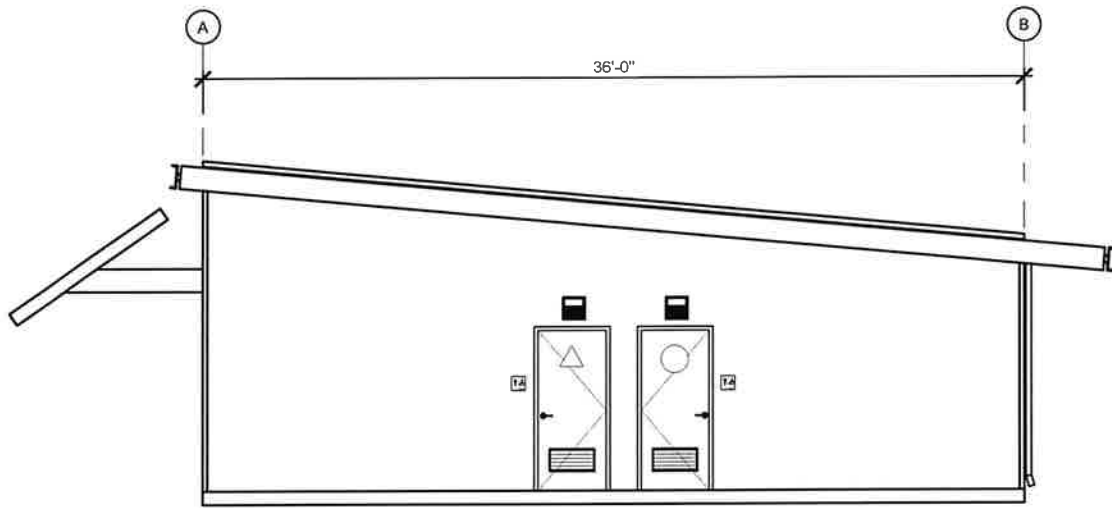


ELEVATION VIEW

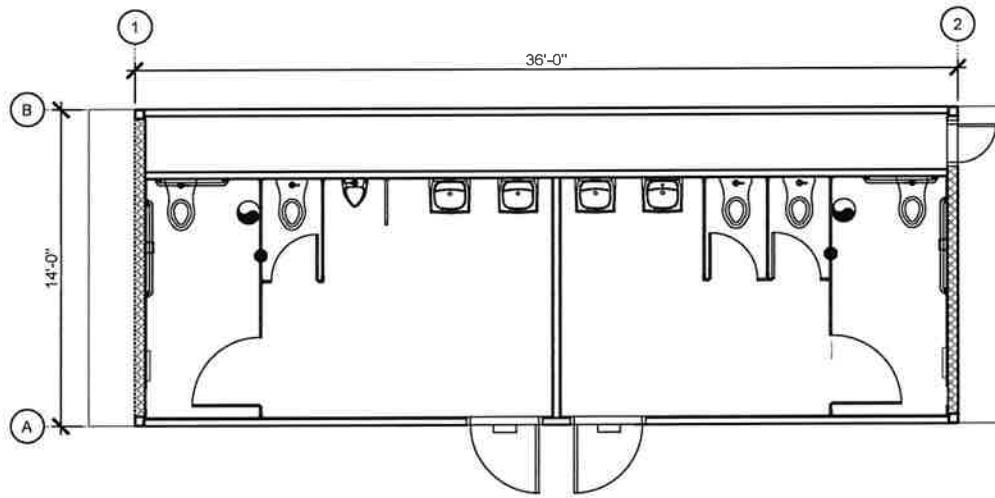


FLOOR PLAN

<p>HIGH PERFORMANCE 12X40 BOY/STAFF/GIRLS RESTROOM - B</p>	<p>ITEM J-HP</p>
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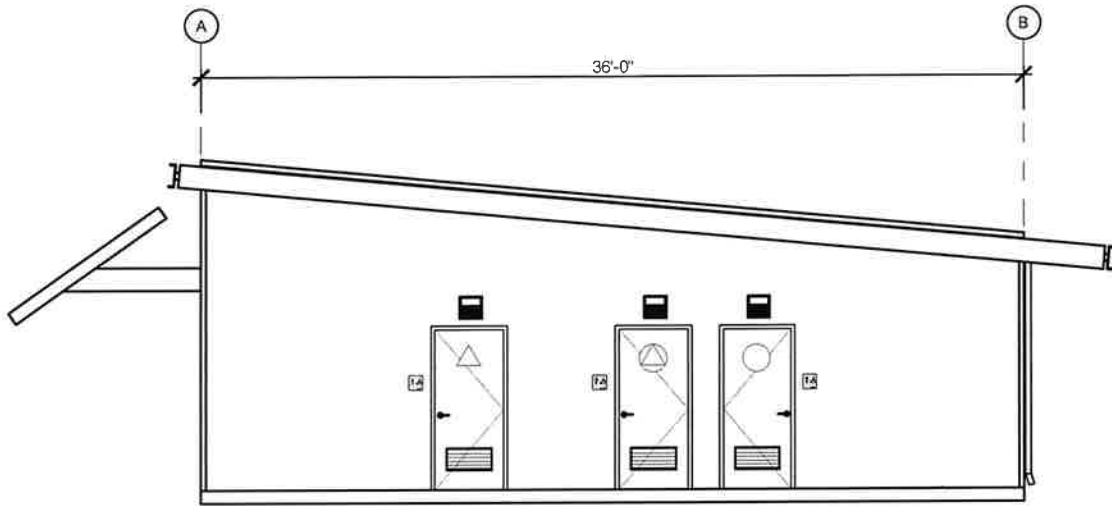


ELEVATION VIEW

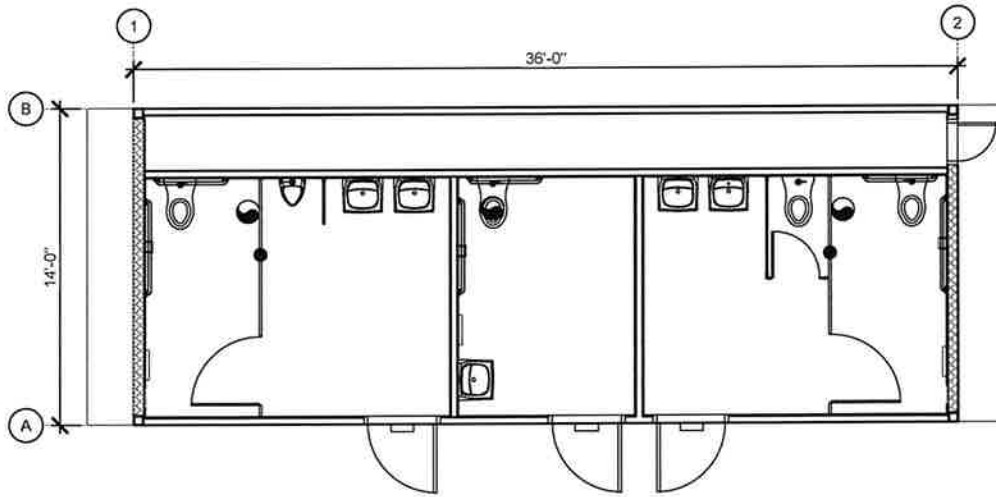


FLOOR PLAN

<p>HIGH PERFORMANCE 14X36 BOY & GIRLS RESTROOM - A</p>	<p>ITEM K-HP</p>
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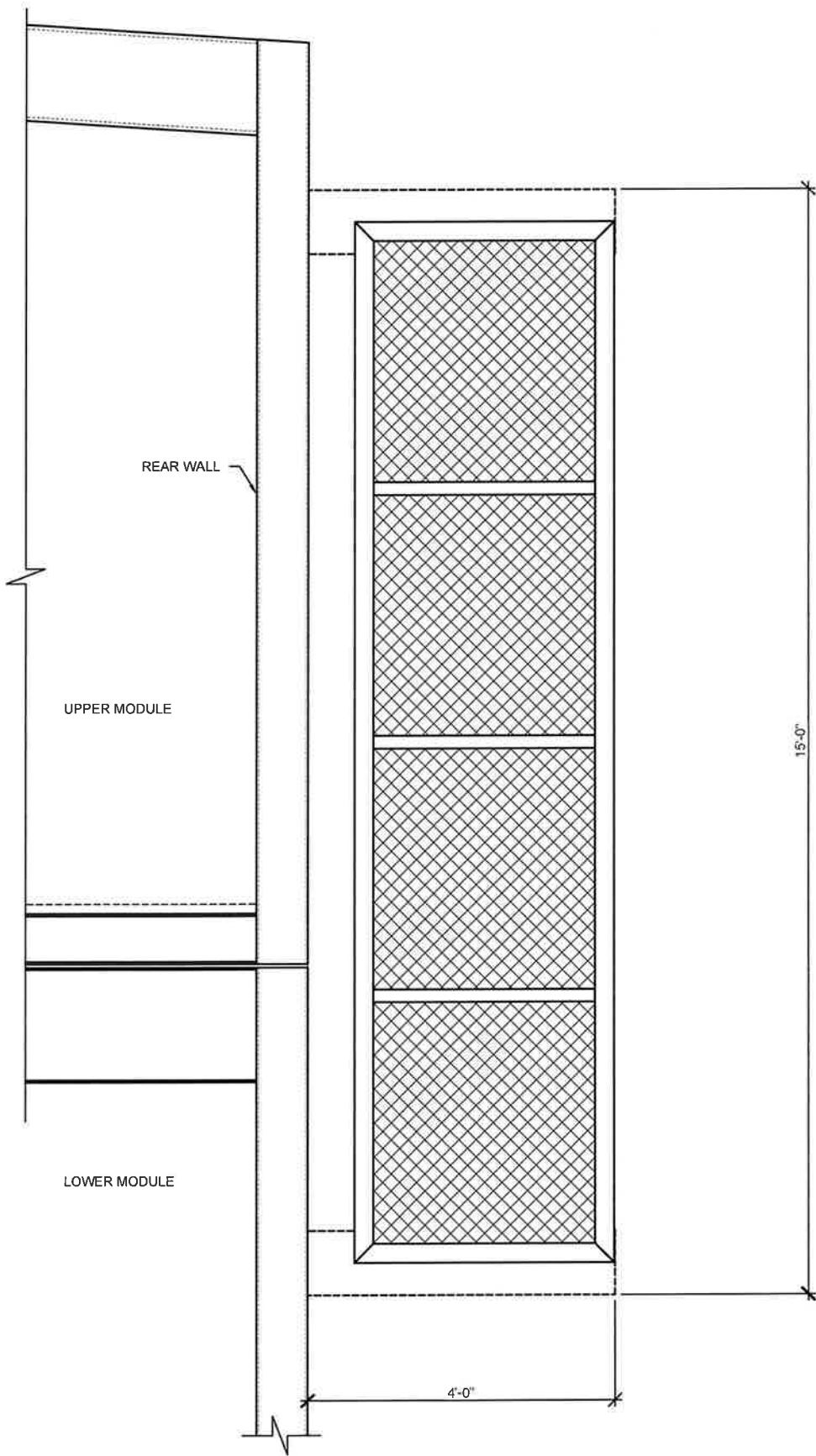


ELEVATION VIEW

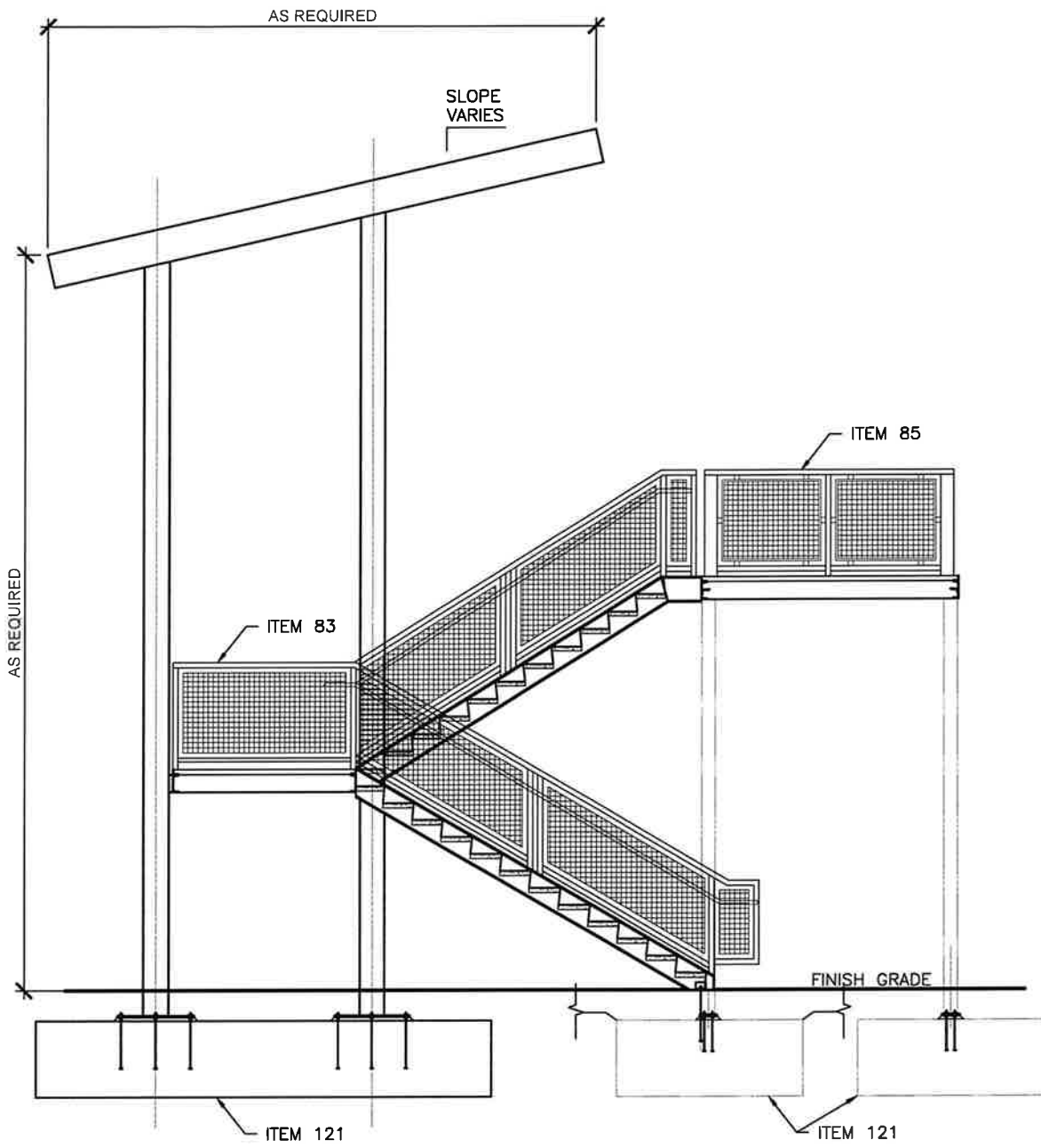


FLOOR PLAN

<p>HIGH PERFORMANCE 14X36 BOY/STAFF/GIRLS RESTROOM - B</p>	<p>ITEM L-HP</p>
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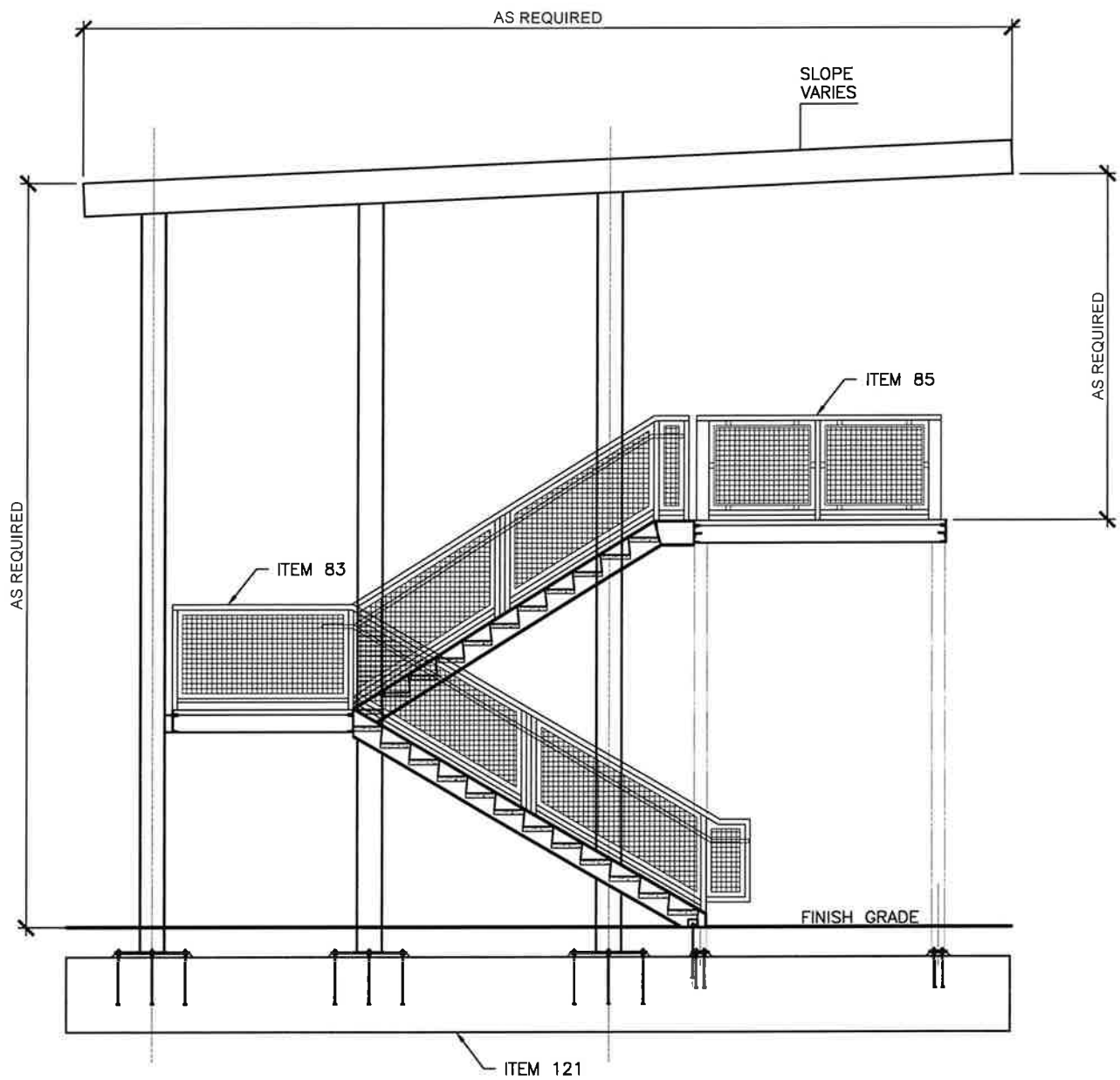


VERTICAL SHADE STRUCTURE	ITEM 96
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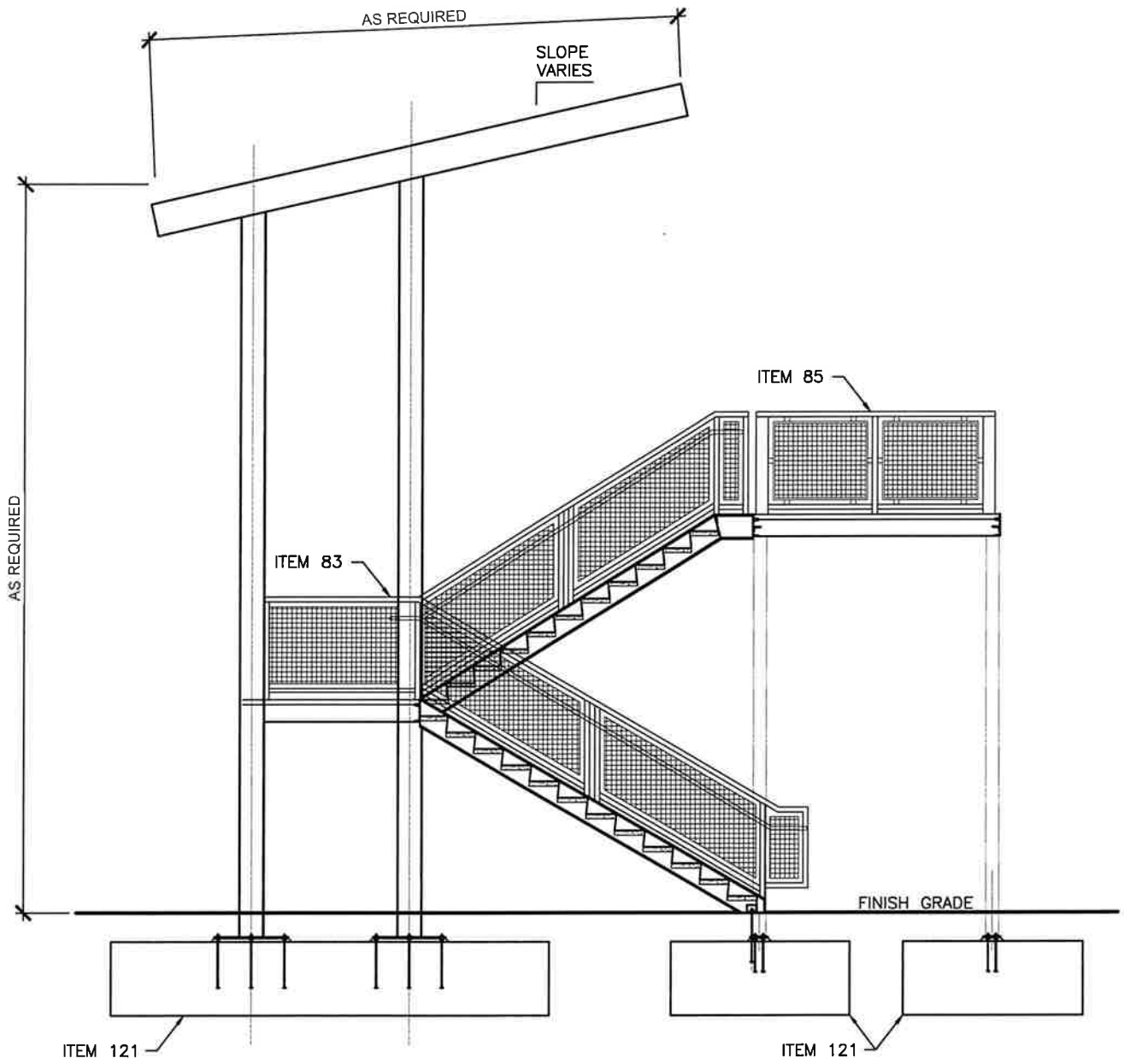
ELEVATION VIEW

2 COLUMN STAIR CANOPY	ITEM 108
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ELEVATION VIEW

3 COLUMN STAIR CANOPY	ITEM 109
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ELEVATION VIEW

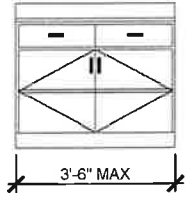
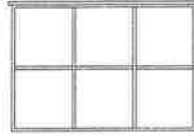
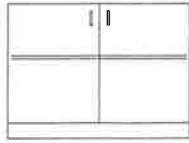
<p>4 COLUMN STAIR CANOPY</p> <p>scale 3/16"=1'-0"</p>	<p>ITEM 110</p>
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PLEASANT VIEW SCHOOL DISTRICT

14004 ROAD 184 PORTERVILLE, CALIFORNIA 93257
 TELEPHONE (559) 784-6769 FAX (559) 784-6819

BOARD OF TRUSTEES

- Alexander Garcia
President & Clerk
- Thomas Barcellos
Vice President
- Davy Gobel
- Rusty Gobel
- Rachele Alcantar



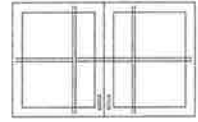
WI# 101 - ITEM 166 & 342

WI#102 - ITEM 167 & 343

WI#120 - ITEM 168 & 344

WI# 212 - ITEM 169 & 345

- Mark O'Neil
District Superintendent
- Kimberly Parrish
Principal
- Niquel Baxter
Business Manager

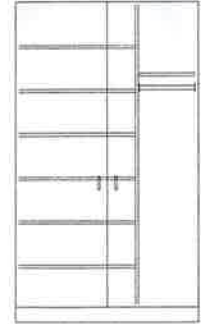
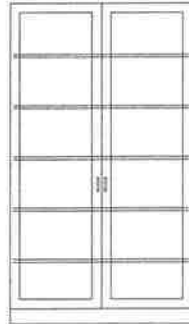
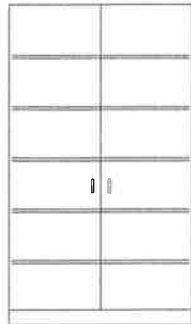


WI#231 - ITEM 170 & 346

WI#300 - ITEM 171 & 347

WI#302 - ITEM 172 & 348

WI#324 - ITEM 173 & 349



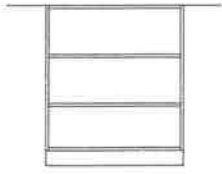
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WI#402 - ITEM 175 & 351

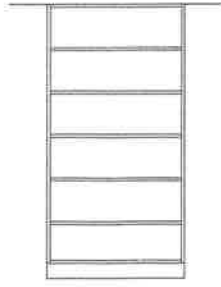
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WI#530 - ITEM 177 & 353

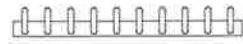
CASEWORK PLEASANT VIEW SCHOOL DISTRICT ITEM 166-177 & 342-353
FALCONS



WI#600 - ITEM 178 & 354



WI#602 - ITEM 179 & 355



ITEM 180 & 356

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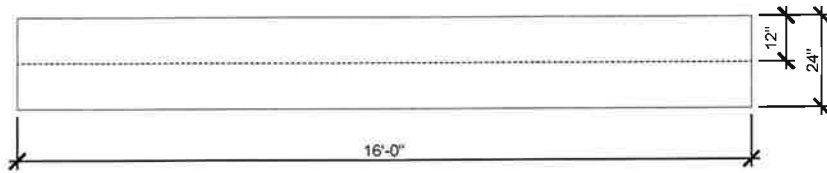
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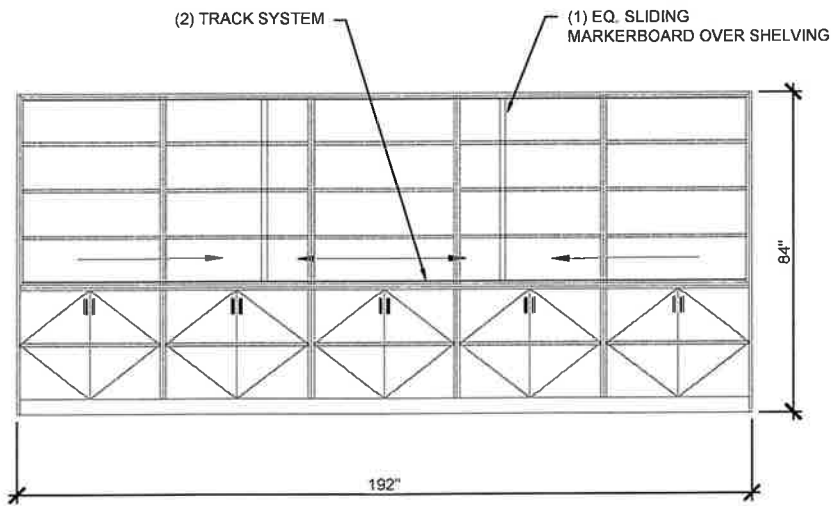
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CASEWORK

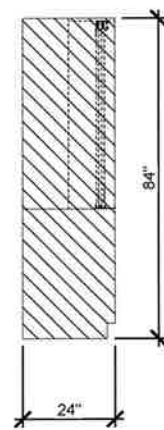
ITEM 178-180 & 354-356



PLAN VIEW

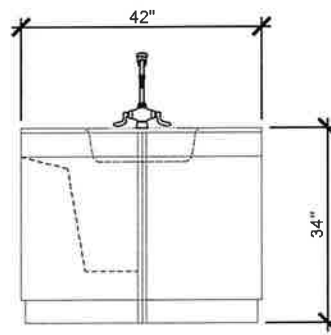
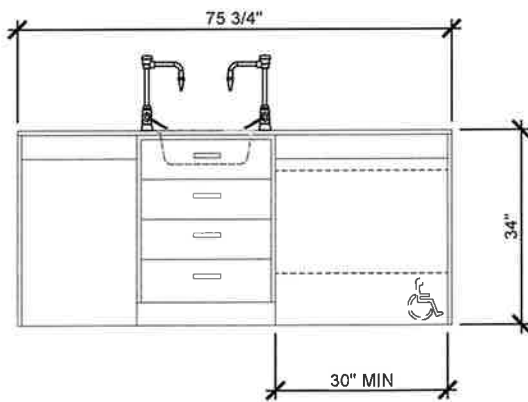
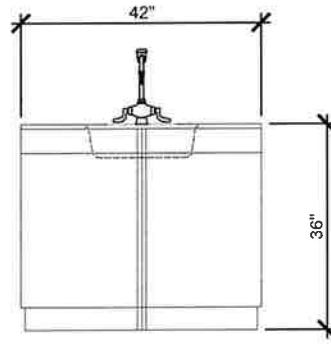
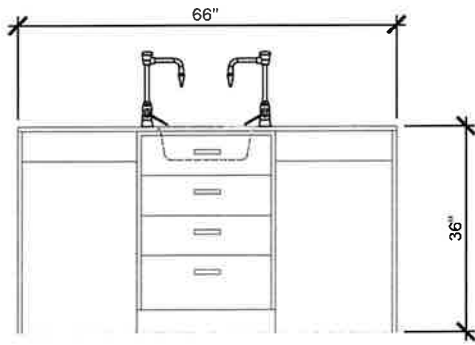


FRONT VIEW

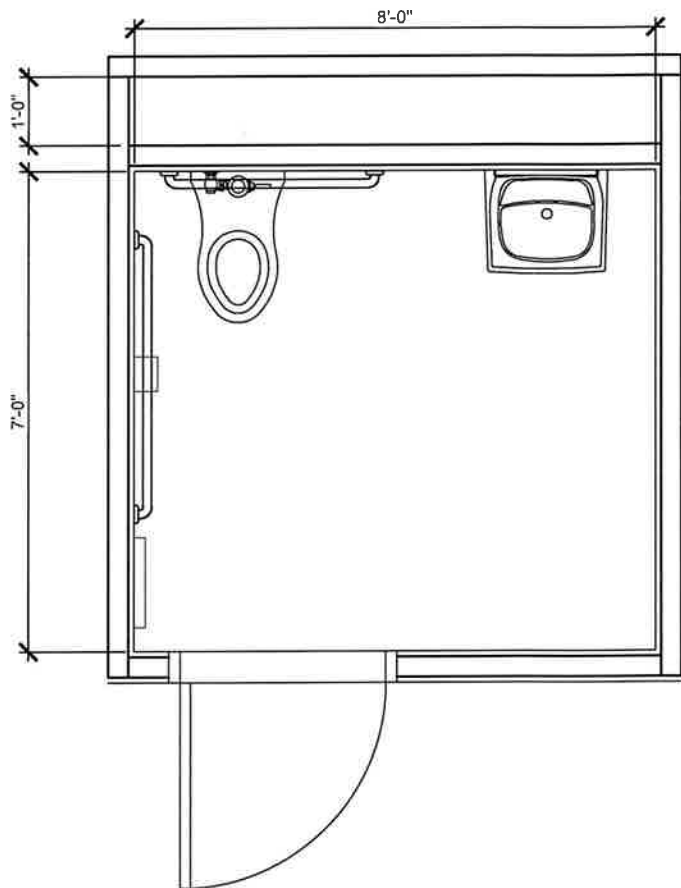


SIDE VIEW

TEACHING WALL	ITEM 186 & 359
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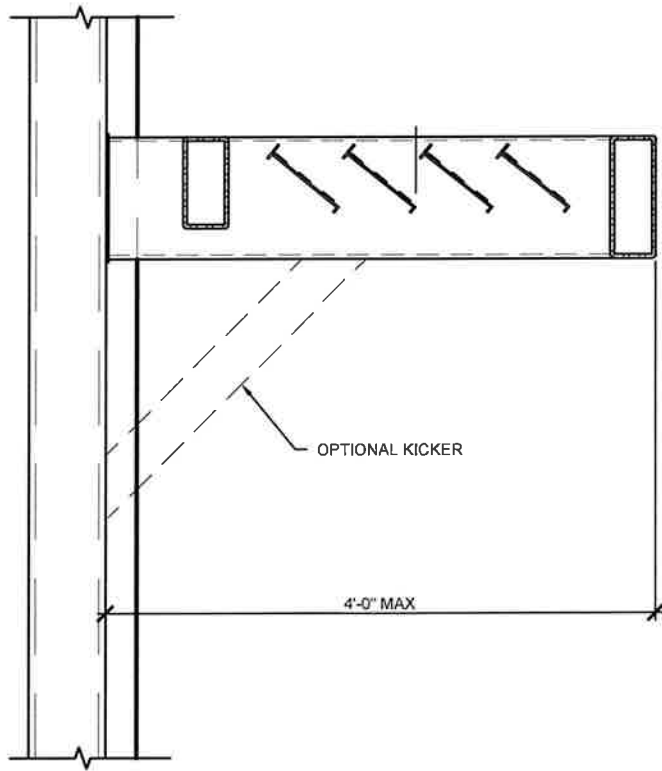


<p>SCIENCE WORK STATION ADD. ALT</p>	<p>ITEM188 & 361</p>
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INTERIOR UNISEX
TOILET ROOM

ITEM 192



GALVANIZED SUNSHADE	ITEM 298
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Pleasant View Elementary School District

For more updates, visit our Pleasant View Falcons website.

www.pleasant-view.org

August 2022



*****Certificated Staff PD: Tuesday, Aug 2 – Monday, August 8th***

Mon 8/8 – PD for Certificated and Part-Time Classified Staff

Tue 8/9 – 1st Day of School

Early Dismissal - 1:50 pm

Board Meeting

Mon 8/22 – Hearing/Vision Screening for TK-4th IEP & 504 Students

Tue 8/23 – Fire drill (pm)

Mon 8/29 – Hearing/Vision Screening for 5-8th IEP & 504 Students

Tue 8/30 – Math Planning (K, 1, 2, 3, 4)



August Birthdays: 15-Cindy Lopez, 19-Jamielee Gentry,
21-Ruben Maldonado, 24-Lorena Toledo

PLEASANT VIEW SCHOOL DISTRICT

14004 ROAD 184 PORTERVILLE, CALIFORNIA 93257
TELEPHONE (559) 784-6769 FAX (559) 784-6819

RESOLUTION OF THE GOVERNING BOARD

OF

PLEASANT VIEW ELEMENTARY SCHOOL DISTRICT

(In the matter of authorizing curriculum and materials)

Resolution # 1

Subject: Approved Curriculum and Materials

August 9th, 2022

WHEREAS, the school is in need of curriculum and materials for instructional use.

WHEREAS, the district determines the following list to be approved for use in the classroom for core curriculum and materials in all content areas. Therefore be it resolved, that the Governing Board authorizes and approves for use the following list.

- 1.) Summit Learning Platform
- 2.) Lexia Core 5
- 3.) Reading Plus
- 4.) Dreambox Learning
- 5.) Internet Resources
- 6.) Any Informational Materials connected to Units
- 7.) Real World Experiences and Field Trips
- 8.) Wonders (K-6)
- 9.) Carnegie Math 6th-8th
- 10.) ERWC (7-8)
- 11.) DBQ (4-8)
- 12.) Engage New York(Math) (K-6)
- 13.) Illustrative Math (4th-8th)
- 14.) Pearson Connected Mathematics (Math) (7-8)
- 15.) Social Studies (Macmillan McGraw Hill K-5th) (McDougall Little 6th-8th)
- 16.) Science (Mystery Science (K-5) Generation Genius (4th-8th))
- 17.) Thrively (K-8)
- 18.) Up-Level (K-8)
- 19.) Think SRSD Writing
- 20.) Paideia Resources

THE FOREGOING RESOLUTION WAS ADOPTED upon the motion of _____, seconded by _____ at a Regular meeting of the Governing Board on the 9th day of August, 2022 by the following vote.

AYES:

NOES:

ABSENT:

ABSENTATIONS:



PLEASANT VIEW
FALCONS

President and Clerk of the Board

SCICON DAY TRIP AGREEMENT

THIS AGREEMENT is entered into as of July 1, 2022 between the **Tulare County Superintendent of Schools**, referred to as COUNTY SUPERINTENDENT, and **Pleasant View Elementary** referred to as DISTRICT, with reference to the following:

- A. Education Code § 8765 authorizes the COUNTY SUPERINTENDENT to enter into an agreement with the governing board of any school district to provide programs and classes in outdoor science education and conservation education; and
- B. The DISTRICT desires to have the COUNTY SUPERINTENDENT provide a program in outdoor science education and conservation education for the DISTRICT at SCICON (The Clemmie Gill School of Outdoor Science and Conservation), referred to as the Program.

ACCORDINGLY, IT IS AGREED:

1. **COST OF PROGRAM:** SCICON Day Trip Rate Schedule for the **2022-2023** school year.

Approximately 3 classes consisting of approximately 50 students

DISTRICT shall pay COUNTY SUPERINTENDENT the sum of One Hundred dollars (\$100.00) per class for each day of participation in the instructional Program to be conducted at SCICON as the DISTRICT. No cost will accrue if reserved dates are cancelled or changed at least four (4) weeks in advance, or bad weather forces cancellation or postponement.

DISTRICT shall make full payment on or before June 30, 2023.

2. **DISTRICT RESPONSIBILITIES:** DISTRICT shall be responsible for all items listed on the reverse side of this Agreement as well as the following:

- a. Require that its students are equipped with suitable and necessary clothing and supplies while attending the Program as set forth in the materials provided to the teachers.
- b. **Provide meals for its students**, or require them to provide their own meals, while attending the Program.

3. **COUNTY SUPERINTENDENT RESPONSIBILITIES:** COUNTY SUPERINTENDENT shall be responsible for all items listed on the reverse side of this Agreement as well as the following:

- a. Provide basic first aid supplies for students and other personnel of the DISTRICT during the periods they are attending the Program.

Pleasant View SCHOOL DISTRICT

Date: 7/28/2022

By: [Signature]

Title: Superintendent

COUNTY SUPERINTENDENT

Date: July 1, 2022

By: [Signature]

Tim A. Hire, Tulare County Superintendent
of Schools or Designee

A. DISTRICT RESPONSIBILITIES: DISTRICT shall be responsible for all items listed on the reverse side of this Agreement as well as the following:

1. Provide transportation for its students and personnel to and from the Program.
2. Provide one teacher per class during the period that its students are in attendance at the Program.

B. COUNTY SUPERINTENDENT RESPONSIBILITIES: COUNTY SUPERINTENDENT shall be responsible for all items listed on the reverse side of this Agreement as well as the following:

1. Provide the Program and classes in outdoor science, conservation, and environmental education pursuant to the requirements in Education Code § 8760 et seq., including coordination services.

C. INSURANCE: COUNTY SUPERINTENDENT and DISTRICT shall each provide adequate insurance coverage for its officers, employees, agents and students at and while traveling to and from said Program.

D. INDEMNIFICATION: COUNTY SUPERINTENDENT and DISTRICT shall hold each other harmless, defend and indemnify their respective agents, officers and employees from and against any liability, claims, actions, costs, damages or losses of any kind, including death or injury to any person and/or damage to property, arising out of the activities of COUNTY SUPERINTENDENT or DISTRICT or their agents, officers and employees under this Agreement. This indemnification shall be provided by each party to the other party regarding its own activities undertaken pursuant to this Agreement, or as a result of the relationship thereby created, including any claims that may be made against either party by any taxing authority asserting that an employer-employee relationship exists by reason of this Agreement, or any claims made against either party alleging civil rights violations by such party under Government Code section 12920 et seq. (California Fair Employment and Housing Act). This indemnification obligation shall continue beyond the term of this Agreement as to any acts or omissions occurring under this Agreement or any extension of this Agreement.

F. ENTIRE AGREEMENT REPRESENTED: This Agreement represents the entire agreement between COUNTY SUPERINTENDENT and DISTRICT as to its subject matter and no prior oral or written understanding shall be of any force or effect. No part of this Agreement may be modified without the written consent of both parties.

SCICON WEEK TRIP AGREEMENT

THIS AGREEMENT is entered into as of July 1, 2022 between the **Tulare County Superintendent of Schools**, referred to as COUNTY SUPERINTENDENT, and **Pleasant View Elementary School District**, referred to as DISTRICT, with reference to the following:

A. Education Code § 8765 authorizes the COUNTY SUPERINTENDENT to enter into an agreement with the governing board of any school district to provide programs and classes in outdoor science education and conservation education; and

B. The DISTRICT desires to have the COUNTY SUPERINTENDENT provide a program in outdoor science education and conservation education for the DISTRICT at SCICON (The Clemmie Gill School of Outdoor Science and Conservation), referred to as the Program.

ACCORDINGLY, IT IS AGREED:

1. COST OF PROGRAM:

SCICON Week Trip Rate Schedule for the **2022-2023** school year:

\$ 70.00	Per Teacher/Aide Rate	DISTRICT shall make full payment on or before June 30, 2023.
\$ 40.00	Per High School Student Counselor Rate	
Per Student Rate:		
Five (5)-day week	\$ 249.92	Approximately <u>50</u> students (projected count)
Four (4)-day week	\$ 213.97	Approximately <u>0</u> students (projected count)
DISTRICT shall pay the per-student rates based on the greater of:		
a. 97% of the estimated number of students projected in May of the prior school year, or		
b. the actual number of students in attendance.		

2. DISTRICT RESPONSIBILITIES: DISTRICT shall be responsible for all items listed on the reverse side of this Agreement as well as the following:

a. Require its teaching and counseling staff to cooperate with the COUNTY SUPERINTENDENT'S staff in necessary preplanning and post SCICON trip follow-up to ensure carrying out of the objectives of the Program.

b. Require that its students are equipped with suitable and necessary bedding, clothing, and supplies while attending the Program as set forth in the materials provided in the teacher's packet.

c. Furnish high school student counselors at the Program at a minimum ratio of one (1) counselor to every eight (8) students (1:8), in addition to the classroom teacher. *(Counselor shortage will result in teacher responsibility for cabins.)*

d. Notify the COUNTY SUPERINTENDENT of the number of students to attend SCICON three (3) weeks before the scheduled date of attendance.

3. COUNTY SUPERINTENDENT RESPONSIBILITIES: COUNTY SUPERINTENDENT shall be responsible for all items listed on the reverse side of this Agreement as well as the following:

a. Provide basic first aid supplies for students and other personnel of the DISTRICT during the periods they are attending the Program.

b. Provide complete food services for students and staff during the periods they are attending the Program (Monday through Friday).

c. Provide a teacher's packet for each teacher prior to visitation. The packet will include instructions, maps, schedules, registration forms, clothing and equipment lists, etc.

Pleasant View SCHOOL DISTRICT
 Date: 7/28/2022
 By: [Signature]
 Title: Superintendent

COUNTY SUPERINTENDENT
 Date: July 1, 2022
 By: [Signature]
 Tim A. Hire, Tulare County Superintendent of Schools or Designee

A. DISTRICT RESPONSIBILITIES: DISTRICT shall be responsible for all items listed on the reverse side of this Agreement as well as the following:

1. Provide transportation for its students and personnel to and from the Program.
2. Provide one teacher per class during the period that its students are in attendance at the Program.
3. On occasion, a school district may request that an adult volunteer accompany their students to SCICON. If those volunteers will have unsupervised contact with students, then the requesting school district shall have the volunteer successfully pass a fingerprint criminal background check as well as obtain a tuberculosis clearance.

B. COUNTY SUPERINTENDENT RESPONSIBILITIES: COUNTY SUPERINTENDENT shall be responsible for all items listed on the reverse side of this Agreement as well as the following:

1. Provide the Program and classes in outdoor science, conservation, and environmental education pursuant to the requirements in Education Code § 8760 et seq., including coordination services.

C. INSURANCE: COUNTY SUPERINTENDENT and DISTRICT shall each provide adequate insurance coverage for its officers, employees, agents and students at and while traveling to and from said Program.

D. INDEMNIFICATION: COUNTY SUPERINTENDENT and DISTRICT shall hold each other harmless, defend and indemnify their respective agents, officers and employees from and against any liability, claims, actions, costs, damages or losses of any kind, including death or injury to any person and/or damage to property, arising out of the activities of COUNTY SUPERINTENDENT or DISTRICT or their agents, officers and employees under this Agreement. This indemnification shall be provided by each party to the other party regarding its own activities undertaken pursuant to this Agreement, or as a result of the relationship thereby created, including any claims that may be made against either party by any taxing authority asserting that an employer-employee relationship exists by reason of this Agreement, or any claims made against either party alleging civil rights violations by such party under Government Code section 12920 et seq. (California Fair Employment and Housing Act). This indemnification obligation shall continue beyond the term of this Agreement as to any acts or omissions occurring under this Agreement or any extension of this Agreement.

F. ENTIRE AGREEMENT REPRESENTED: This Agreement represents the entire agreement between COUNTY SUPERINTENDENT and DISTRICT as to its subject matter and no prior oral or written understanding shall be of any force or effect. No part of this Agreement may be modified without the written consent of both parties.

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SUPERINTENDENT'S MESSAGE



Dear Pleasant View Elementary School Community,

know that we all have the same goal and know that in person instruction is best for the academic and social/emotional well being of our students.

We have been continually monitoring the guidance documents from the Center for Disease Control (CDC), the California Department of Public Health (CDPH), the California Department of Education (CDE), and receive information concerning the local context through the Tulare County Health and Human Services Agency, and the Tulare County Office of Education. The guidance is updated frequently as new information about the virus is learned.

For this reason, though this COVID-19 Prevention Plan is meant to be comprehensive, it will also change when updates are received. The most current plan will be posted on our District's website pleasant-view.org



The Pleasant View Elementary School District is in a unique position to not meet, but to exceed the health and safety guidance. Our physical facility contains large classrooms, an excellent ventilation system, and ample outdoor space. We are committed to small class size.

We also have dedicated teachers and staff members who will earnestly teach our students protocols and ensure that they are followed throughout each day. Though school will look different, we know our students will adjust to the new routines and will be able to access the full educational program with some minor adjustments.

We have an involved and supportive parent community here as well. We know that our parents will follow our protocols, including daily home screening, in order to keep our entire school community safe. We also want to partner with our parents in the usual ways -- to support the education and social/emotional well being of our students.

Sincerely,
Mark Oddeather

HEALTH AND SAFETY

The health and safety of our students and staff is the District's highest priority. The following protocols for students and staff are based on the current guidance from the California Department of Public Health, the Tulare County Health and Human Services Agency, and the Center for Disease Control, and will be updated as new guidance is received.

HEALTH SCREENING FOR STUDENTS AND STAFF

SYMPTOM MONITORING



Prior to Arriving at School:

Parents are asked to screen their children for symptoms of COVID-19.

Staff members are asked to self-screen for symptoms before coming to the school site.

People with these symptoms may have COVID-19:



- Dry cough
- Shortness of breath or difficulty breathing
- Chills
- Fatigue
- Muscle or body aches
- Headache
- New loss of taste or smell
- Sore throat
- Congestion or runny nose
- Nausea or vomiting
- Diarrhea
- New rash
- Fever of more than 100 degrees (County guidance, CDPH allows for 100.4)

If a student presents with a fever, AND/OR any of the above symptoms, he/she should not attend school; staff members should not report to work. (See Page 7 for managi

MONITORING THROUGHOUT THE SCHOOL DAY



In order to limit student travel and minimize risk of infection, we will handle less severe injuries and illnesses in the classroom and not send students to the Health Office. Moderate/severe injuries and illnesses that do not present as COVID-related will still be referred to the Health Office.

Teachers know their students best and will know when they have symptoms outside of what is usual for them, keeping in mind the health history of the child (e.g. asthma, allergies). This information will be provided to teachers at the start of the school year.

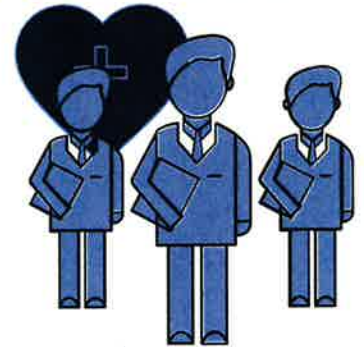


- If a student or staff member presents with any of the COVID-19 related symptoms, teachers/staff will alert our Health Office personnel and the student will be sent directly to the health office, wearing a face covering. Health Office personnel will be wearing face coverings.
- Our Secretaries & Health Office personnel will evaluate the symptoms, take the student's or staff member's temperature, and depending on the assessment, will send the student or staff member home immediately for monitoring and consultation with healthcare providers. **Testing will be available upon parent request.**
- Staff that assess symptomatic people, will be wearing the appropriate PPE.
- Our Secretaries & Health Office personnel will follow up with students or staff members who are sent home from school (as well as those reported to be staying home with symptoms) regarding testing, length of time for isolation and/or quarantine, etc. Sick staff and students will be advised to comply with CDC guidelines.
- Consistent with Board Policy 5000, "Nondiscrimination," the District prohibits discrimination against students who (or whose families) were or a diagnosed with COVID-19 or who are perceived to be a COVID-19 risk.
- The custodial crew will be notified of each suspected COVID-19 case so that proper cleaning and disinfecting protocols can be followed.

COVID-19 RESPONSE TEAM



Our COVID-19 Response Team, comprised of administrators, teachers, and staff members, will have weekly meetings to ensure that all aspects of our COVID-19 Prevention Plan are effective for our students, staff, and families.



Team: District Office Personnel, Community Liaison, School Psychologist, County School Nurse & Office Personnel.

We will keep current with daily updates from the California Department of Public Health, County Health and Human Services Agency, the CDC, and school community feedback, and make adjustments to our health and safety protocols as necessary. The District's Superintendent will continue to collaborate with the County Office of Education, all county superintendents, and specifically, the north county area superintendents regarding protocols.

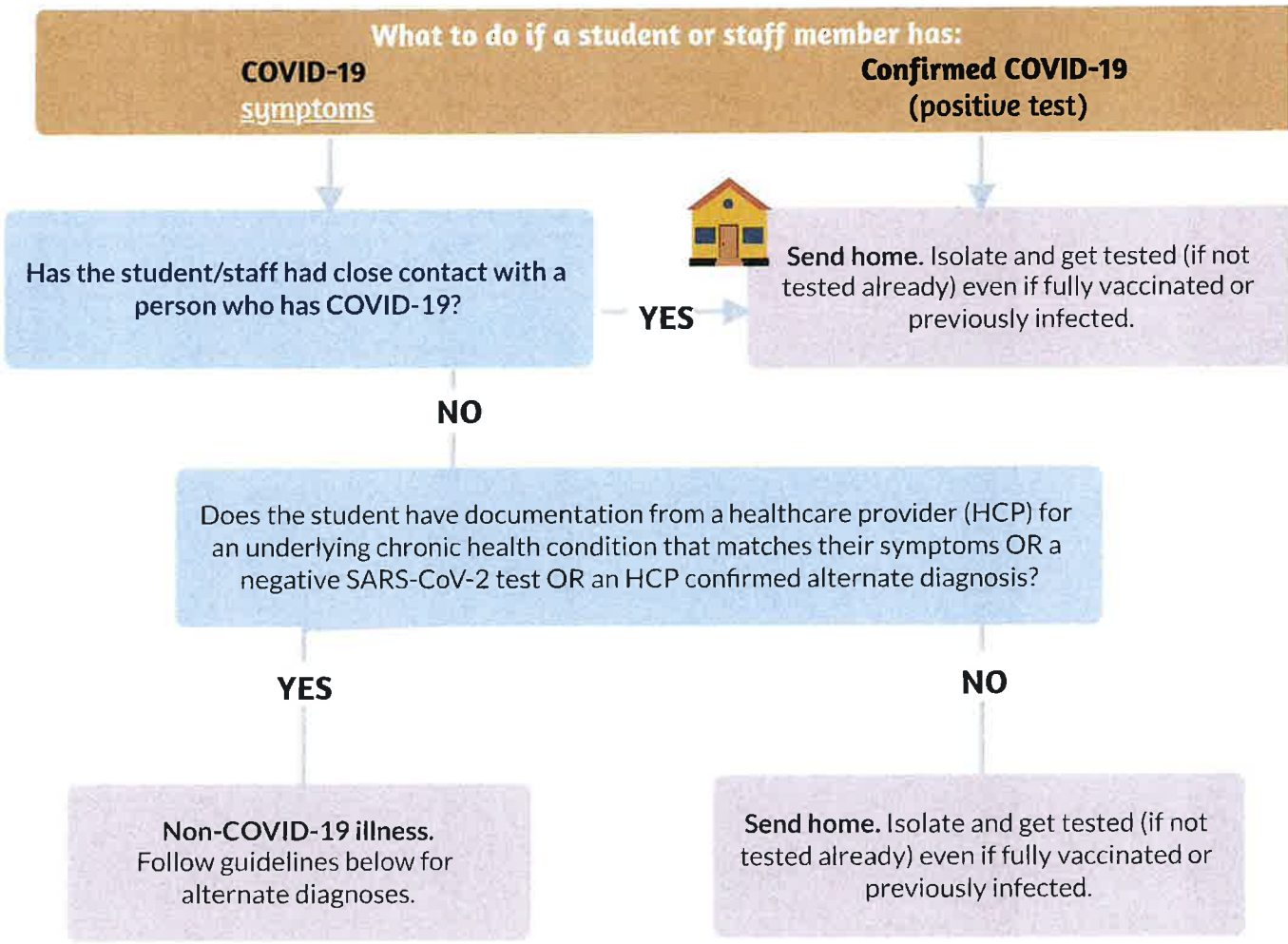


Our Superintendent, Mark Odsather, is assigned to lead our COVID-19 Response Team and will have the following responsibilities:

- Work closely with our Health Office personnel to track students and staff who have COVID-19 related symptoms or who test positive for COVID-19.
- Monitor staff absenteeism and ensure trained back-up staff where available.
- Ensure that proper communication goes out to families and staff when a case is identified.
- Investigate whether any work-related factors could have contributed to the infection(s).
- Respond to any staff or parent concerns related to COVID-19.
- Monitor the required screening and testing of staff.

MANAGING CONFIRMED OR SUSPECTED COVID-19 AT SCHOOL

Managing confirmed or suspected COVID-19 at school*



Positive: Stay home for at least 5 days after start of symptoms or after date of first positive test if no symptoms. Students/Staff may return after day 5 if symptoms are not present or resolving, **AND** they test negative on day 5 or later. If positive on day 5 or later, student/staff may return after day 10.

Symptoms & no test: Stay home in isolation and exclude from in-person instruction for at least 10 days from symptom onset (or from test date if no symptoms). Isolation can end after 10 days **IF** fever-free (without using fever-reducing medication) for at least the previous 24 hours **AND** other symptoms improving.

Negative test or alternate diagnosis (with no previous positive test): May return to in-person instruction if fever-free (without using fever-reducing medication) for at least the previous 24 hours **AND** other symptoms improving.

*For more detailed information and guidelines, see [CDPH Schools Guidance](#) and [CDPH Isolation & Quarantine Guidance](#)

HEALTHY HYGIENE PRACTICES



Hand hygiene is the single most effective way to prevent the spread of germs and has been key in fighting the pandemic.



- Staff, students, and parents will be trained on proper hand hygiene, including hand washing protocols.
- Hand sanitizer, with 60% alcohol content, has been purchased and will be placed at the entrance of each classroom to be used as students enter and exit the room. Stations will be in key outdoor areas as well, e.g. lunch areas.
- Students will be instructed to wash/sanitize their hands before and after: entering the campus and classroom, lunch, recess, using the restroom, and working with shared materials.
- Time for hand washing will be allocated in the schedule.
- Students and staff will be instructed on protocols for coughing, sneezing, etc. while protecting others.
- Visual reminders of hygiene protocols will be posted in key areas as a reminder to students and staff.

FACE COVERINGS AND OTHER PROTECTIVE GEAR

Age	Face Covering Requirement
Under 2 years old	No
2 years old through 3rd grade	Optional
4th grade through 8th grade	Optional

- Only EPA approved cleaning and disinfecting agents will be utilized.
- Personal Protective Equipment (PPE) and disinfectant supplies will be provided for all teaching staff.
- Students will have their own supplies, including iPads, to limit the sharing of supplies to specialty supplies, e.g. art, science.



- Disinfecting wipes and/or disinfecting sprays will be provided for every classroom.
- Bathrooms will be cleaned and stocked with soap throughout the day.
- Soap and hand sanitizers in classrooms will be stocked throughout the day.
- Bottle filling stations will be available throughout our campus. **Bottle filling stations will be cleaned frequently.** Students may bring their own labeled water bottles.
- The HVAC system will be set to fan mode and used to bring in the fresh air in each classroom and not recirculate the same internal air depending on outside air quality. Most of the classrooms are package units that supply individual rooms. Doors and windows will be kept open in all classrooms to increase airflow.
- Air purification equipment has been added to each room.
- Custodial staff and additional staff who clean and disinfect areas after



SOCIAL/EMOTIONAL WELLBEING



Pleasant View Elementary School District has a Social/Emotional/ Wellness/ Learning Committee in place that meets regularly throughout the year.

The focus of the committee for the 2022-23 school year will be to ensure that we support the social/emotional needs of our students, staff, and families.



To that end, we have designed the following supports:

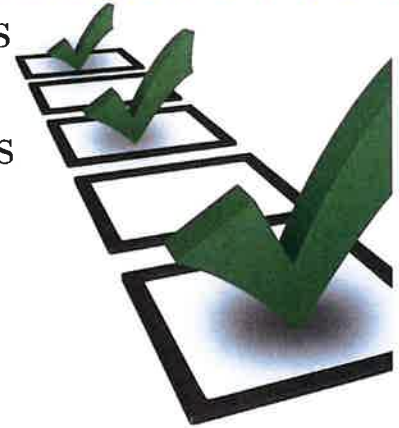
- The curriculum is designed to build community, foster relationships, and give students a vehicle to discuss local and world issues and events. We will also use this time and space to talk about safety and hygiene protocols, study skills, digital citizenship, and behavior protocols.
- For the 2022-23 school year, we will have a full-time school psychologist. The team will prepare a comprehensive program of classroom visits, small group work (grief, socialization, etc.) and individual short-term counseling. The psychologist will be supporting individual students who teachers, administrators, parents refer for follow up.
- Our school psychologist will provide social/emotional support to staff members. We plan to run sessions throughout the year managing stress, gratitude, etc.
- Our school psychologist will be a support to parents through vehicles like parent workshops that may run virtually, over

PROTOCOLS

ARRIVAL/DISMISSAL



Due to public health guidance, the District has adopted the following protocols. Strict adherence to all of our protocols will enable us to keep our students and staff safe and in school. We appreciate your cooperation and support.



Prior to Arrival:

Please review the symptom screening questions and make sure that your children are symptom-free before bringing them to school. **If you answer “Yes” to any of the questions below regarding your child, please refer to the guide on page 7.**

- Do you have a new cough, nasal congestion, or runny nose?
- Are you experiencing shortness of breath or difficulty breathing?
- Are you having new muscle pain or fatigue?
- Do you have a headache (that is not normal for you)?
- Do you have a sore throat?
- Are you experiencing a new loss of taste or smell?
- Are you experiencing nausea, vomiting, abdominal pain, or diarrhea?
- Do you have a new rash?
- **Have you been exposed to anyone who has tested positive for COVID-19 in the last two weeks?**
- **Do you have a fever over 100 degrees?**

PROTOCOLS

HEALTHY HYGIENE

Hand Washing:

Follow these five steps every time:

- Wet your hands with clean, running water (warm or cold), turn off the tap, and apply soap.
- Lather your hands by rubbing them together with the soap. Lather the backs of your hands, between your fingers, and under your nails.
- Scrub your hands for at least 20 seconds.
- Rinse your hands well under clean, running water.
- Dry your hands using a clean towel or air dry them.



How to Use Hand Sanitizer:

- Apply the gel product to the palm of one hand. (Read the label to learn the correct amount.) The hand sanitizer purchased by PVESD District is 60% alcohol.
- Rub your hands together.
- Rub the gel over all the surfaces of your hands and fingers until your hands are dry. This should take about 20 seconds.



Respiratory Etiquette:

- Staff and students should cover coughs and sneezes with a tissue.
- Used tissues should be thrown in the trash immediately and hands washed with soap and water or hand sanitizer.
- If a tissue is not available, one should cough or sneeze into an elbow.



PROTOCOLS

HEALTH OFFICE



Due to the need to monitor COVID-19 symptoms and cases, we will handle less severe injuries and illnesses in the classroom.

- Teachers will be given first aid kits for the classrooms that have supplies to take care of minor cuts and bruises (ice packs, bandages, etc.)
- Students with more severe injuries, such as a possible broken bone, concussion, etc., should be sent to the Health Office with a Health Office referral slip.

Teachers know their students best and will know when they have symptoms outside of what is usual for them, keeping in mind the health history of the child (e.g. asthma, allergies).

- These are the symptoms known to be related to COVID-19:
 - **Persistent cough**
 - **Congestion/runny nose**
 - **Shortness of breath**
 - **Fatigue**
 - **Sore throat**
 - **Headache**
 - **Flushed – may be feverish**
 - **Loss of taste or smell**
 - **Nausea, vomiting, abdominal pain**
 - **New rash**



- If a student presents with any of the above symptoms, teachers should call health personnel to alert them that the student will be sent to the office.
- Our health personnel will evaluate for symptoms, take the student's temperature, and depending on the assessment, will send the student home for monitoring and/or testing.
- Our health personnel will follow up with students sent home prior to and during the school day regarding testing, length of time for isolation and/or quarantine, etc.
- Our health personnel will notify the COVID-19 Response Team Lead, Mark Odsather of any positive cases.
- The custodial crew will be apprised of each suspected COVID-19 case for cleaning and disinfecting surfaces

PROTOCOLS

RESTROOM



- Upon arrival, students should check the sign to see if the restroom is occupied.
- If both slots are occupied, students should stand on one of the designated spots to wait. (Spots will be 6 feet apart)
- **When a vacancy occurs:**
 - Students should sanitize their hands
 - Students should slide the bathroom sign to "occupied"
 - When they are finished using the restroom, students should follow the directions to wash their hands thoroughly before leaving the restroom
 - Students should flip the sign to vacant
 - Students should sanitize their hands
 - Students should return to class, recess, etc.



FAMILY EDUCATION AND STAFF TRAINING



FAMILY EDUCATION

Prior to the Start of School:

Families will receive training via virtual meetings on the following (if they have linguistic needs, they will be accommodated):

- **Health Policies and Procedures**

- COVID screening, symptom identification, and how it is spread
- Enhanced sanitation practices
- Proper use of face coverings
- Health Office information
- Contact tracing

- **Protocols**

- Healthy Hygiene: hand hygiene, proper use of face coverings, physical distancing, respiratory etiquette
- Arrival, dismissal protocols
- Visitors on campus
- Distance learning expectations



Ongoing Communication and Education:

- Our Response Team Lead, Mark Odsather, will be communicating with parents regarding individual cases and contact tracing
- We will communicate any new guidance from CDPH or other authorities as well as reopening plans through Parent Square.

STAFF TRAINING

Prior to the Start of School:

- **Health Policies and Procedures:**

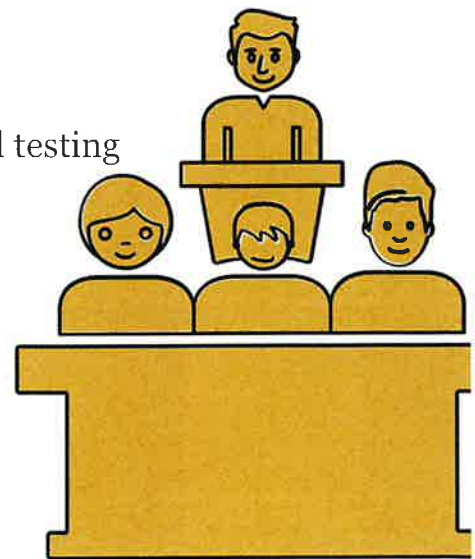
- COVID screening, symptom identification, and testing
- Monitoring throughout the day
- Health Office information

- **Protocols**

- Healthy Hygiene: hand hygiene, proper use of face coverings, physical distancing, respiratory etiquette
- All campus protocols

- **Distance Learning (If needed)**

- Engaging students via Zoom
- Use of new Learning Management Systems: Class Dojo
- Use of Parent Square to communicate with Families



*****All parent and staff training and education will be delivered virtually.**

Pleasant View School District
Salary Schedule
2022/2023
188 contract days
2% increase

Step	I AB		II AB + 45		III AB + 60		IV AB + 70	
	Column I	Daily Rate	Column II	Daily Rate	Column III	Daily Rate	Column IV	Daily Rate
	1	56,075	298.27	57,648	306.64	61,230	325.69	64,294
2	58,131	309.21	59,676	317.43	63,411	337.29	66,474	353.59
3	60,187	320.14	61,754	328.48	65,590	348.88	68,656	365.19
4	62,244	331.09	63,833	339.54	67,772	360.49	70,837	376.79
5	64,300	342.02	65,909	350.58	69,950	372.07	73,019	388.40
6	66,356	352.96	68,042	361.93	72,133	383.69	75,197	399.98
7	68,413	363.90	70,067	372.70	74,313	395.28	77,376	411.57
8	70,470	374.84	72,144	383.74	76,493	406.88	79,558	423.18
9	72,525	385.77	74,220	394.79	78,673	418.47	81,741	434.79
10	74,581	396.71	76,298	405.84	80,853	430.07	83,921	446.39
11	76,639	407.65	78,379	416.91	83,036	441.68	86,103	457.99
12			80,454	427.95	85,214	453.27	88,284	469.60
13			82,531	438.99	87,396	464.87	90,466	481.20
14					89,576	476.47	92,646	492.80
15					91,757	488.07	94,825	504.39
16					91,757	488.07	94,825	504.39
17					91,757	488.07	94,825	504.39
18					93,939	499.68	97,004	515.98
19					93,939	499.68	97,004	515.98
20					93,939	499.68	97,004	515.98
21					96,119	511.27	99,186	527.59
22					96,119	511.27	99,186	527.59
23					96,119	511.27	99,186	527.59
24					96,119	511.27	99,186	527.59
25					99,403	528.74	102,472	545.06

Classification Requirements

- Group I:** Bachelor Degree Up to 44 Semester Units, (With short term permit, Clear, Preliminary, or Intern)
- Group II:** Bachelor Degree Plus 45 Semester Units, including Credential (Clear, Preliminary, or Intern)
- Group III:** Bachelor Degree Plus 60 Semester Units, including Credential (Clear or Preliminary)
- Group IV:** Bachelor Degree Plus 70 Semester Units, including Credential (Clear or Preliminary)

Pleasant View School District
Psychologist Salary Schedule
2022-2023

	I	II	III	IV	V	X
	88,211	91,739	95,519	99,363	103,331	107,464

2% Increase
190 days

Pleasant View School District
Principal Salary Schedule
2022-2023

	I	II	III	IV	V	X
	113,200	116,030	118,931	121,904	124,952	128,076

8 hours per day
200 days

Pleasant View School District



2022/2023

As of August 1, 2022 the District has changed the policy on days allowed to take off for vacation. The District is setting five (5) weeks as blackout days that will not be approved for vacation time. The blackout weeks are as follows:

Two (2) weeks at the beginning of the school year, which would be the week before school starts and the 1st week of school

Three (3) weeks at the end of the school year, which would be the last two (2) weeks of school and the one (1) week after school end/the 1st week of summer school

Pleasant View School District



2022/2023

As of August 1, 2022 the District has changed the policy that was established in 2019/2020 regarding Employees going with their child/children on fieldtrips. As of August 1, 2022 an employee can request a day off and use their discretionary day or vacation day (if they are an employee that earns vacation and they have vacation time to use) to go with their Pleasant View student on a fieldtrip.

Grade levels that are organizing the fieldtrip will fill required chaperones with parents 1st and a maximum of 2 employees 2nd. If a Pleasant View Employee that has a student at Pleasant View is chosen to be one of the required chaperones, the Employee would not be using their discretionary day or vacation day (if they are an employee that earns vacation and they have vacation time to use).