

Corning Union High School

Regular School Board Meeting

DATE October 25, 2018

TYPE OF MEETING:

Regular

TIME: 5:45 P.M.

MEMBERS ABSENT:

PLACE: Corning Union High School
 North Conference Room

VISITORS:

Deanna Glover, Dave Tinker

MEMBERS PRESENT:

Jim Bingham, Scott Patton
Todd Henderson
William Mache, Ken Vaughan

SCHOOL DISTRICT REPRESENTATIVES:

Jared Caylor, District Superintendent
Charlie Troughton, CUHS Principal
Christine Towne, Chief Business Official
Jason Armstrong, Associate Principal
Ken Husband, Director of Transportation
Jessica Marquez, Administrative Assistant to Superintendent

THE CORNING UNION HIGH SCHOOL -

1. CALL TO ORDER: The meeting was called to order at 5:45 p.m. by Board President Jim Bingham.

2. PLEDGE OF ALLEGIANCE: Board President, Jim Bingham asked the Board and audience to stand for the flag salute.

3. ROLL CALL: Board President, Jim Bingham asked for a roll call.

Attendance is as follows:

- Jim Bingham
- Todd Henderson
- Scott Patton
- William Mache
- Ken Vaughan

**4. APPROVAL OF
AGENDA/REORDERING
OF AGENDA/ADDITION
OF ITEMS:**

A motion was made by Ken Vaughan and seconded by Todd Henderson to approve the agenda with no changes/additions.

There being no further discussion, the Board voted unanimously to approve the agenda items with no changes.

The vote is as follows:

Ken Vaughan	Aye:	<u> X </u>	No:	<u> </u>	Absent:	<u> </u>	Abstain:	<u> </u>
William Mache	Aye:	<u> X </u>	No:	<u> </u>	Absent:	<u> </u>	Abstain:	<u> </u>
Todd Henderson	Aye:	<u> X </u>	No:	<u> </u>	Absent:	<u> </u>	Abstain:	<u> </u>
Scott Patton	Aye:	<u> X </u>	No:	<u> </u>	Absent:	<u> </u>	Abstain:	<u> </u>
Jim Bingham	Aye:	<u> X </u>	No:	<u> </u>	Absent:	<u> </u>	Abstain:	<u> </u>

5. REPORTS:

**5.1 STUDENT
BOARD MEMBER:**

Felipe Morfin reported on the following:

- Homecoming was a success. The floats turned out really well.
- Homecoming dance was a success and was well decorated.
- Golden Grads felt like royalty at homecoming.
- Band had a base donated by a past Alumni and the department and teacher were very happy.
- Homecoming football game was a win.
- Blood drive will be held next week.
- Ag Day was yesterday and was a success.
- There is a pancake breakfast fundraiser for that band is having to raise funds for their upcoming Disneyland trip.
- Winter sports are beginning.
- Canned food drive is soon.

**5.2 ENROLLMENT
REPORT:**

Superintendent, Jared Caylor shared the following:

October	Corning Union High School	960
	Independent Study	22
	Centennial	31

District total is 1013. The district is up 40 students districtwide compared to last year at this time.

Enrollment is up from last year and up in projections. This month is significant as these numbers are used for budgeting. Things are stabilizing now and the numbers look great. The district had initially projected 983 and is now at 1013.

5.3 SUPERINTENDENT Superintendent, Jared Caylor shared the following:
REPORT:

Modernization and New Construction Funding Applications

- After completion and review of environmental studies, CDE has approved the district's applications for New Construction and Modernization funding to be used for classrooms.
- The district will be on a "waiting list" for new construction funding. The approved application went to OPSC yesterday. The district now has to wait to see if enough approved projects fall off the list for us to be in line to receive funds.
- The modernization application is approved and ready to go to OPSC as well. The district will send it in soon as we finalize some other funding sources we're exploring. There is still time for that as modernization funding has not been fully allocated yet.

Landscaping in Front of the Ag Building

- The new landscaping in front of the Ag building is nearing completion.
- It has been leveled and new drainage has been added to avoid runoff into the classrooms.
- New irrigation and sod have been installed, and decomposed granite will be put in place to form a walkway and a border.
- There was left over sod, which was used to spruce up the lawn area directly around the front office entrance.
- Additionally, the Maintenance department budgeted some money this year to make minor landscape upgrades throughout the campus. This is part of a long term effort to maintain and beautify the grounds and facilities. So, you may notice some new trees and shrubs around the perimeters of campus in the coming weeks and month.

Promise Neighborhood

- One of the two annual Board meetings was held last week.
- In our District, PN continues to fund efforts to improve our EL program, students participating in dual enrollment classes through Shasta College, Marriage Family Therapists on campus, tracking student's activity into the first two years of college, and some intervention for our lowest achieving students.
- As you move into next semester, we'll be discussing new funding opportunities related to attendance and college-career readiness.

Bond Funds - Series B

- Everything is on track to receive our next round of bond funds (\$2,700,000) by the end of the calendar year.

**5.4 TRANSPORT-
ATION REPORT:**

Transportation Director, Ken Husband reported to the board and audience on the following:

- The crew is the same as last year.
- There is a new sub who is doing great and another sub recently completed his training.
- There are a total of 6 buses and 4 routes which only leaves 2 buses for field trips.

- 2 buses are old and one has 314 K miles with no seatbelts.
- The district is working on trying to apply for grants for funding.
- There may be a potential for more funding.
- Each driver has a fuel sheet to keep records and those are turned into the district office.

Board Member, Scott Patton asked if mileage was checked per person and Ken Husband shared that yes, it was. Buses get 7 mpg and vans get 16-18 mpg. Board Member, Ken Vaughan asked who fuels the buses and Ken Husband shared that Pete Pellkofer fuels all vans and drivers fill up their own buses. Each bus is left with ½ tank minimum. Maintenance fuels their own vehicles. Board President, Jim Bingham would hate for the district to purchase a new bus and then find out a few months later that the district is eligible for funding.

Buses cost 165K and the electric buses are 398K. Board Member, Bill Mache asked if Ken had an opportunity to visit all of the stops. Ken Husband shared that he has actually ran each route himself so he is aware of all of the stops. Board Member Bill Mache, is concerned with the stop at Dale and Hoag Rd. Kids play in that area in the dark. Ken Husband is in regular contract with CHP so he will ask about that particular stop at the next periodic review.

5.5 ACADEMIC REPORT:

Science Department Chair, David Tinker thanked the Board for allowing him to be here to report and he reported the following:

Dave Schlom has taught for 28 ½ years.

Dave Tinker has taught for 28 years.

Brad Martin has taught for 22 years

James Johnson has taught for 5 years.

Shaun Fredrickson has taught for 5 years.

There have been some changes in the Science Department. The Rise program sends over some super co-teachers. They are really incredible and do a fantastic job working with the students in the classrooms. Ms. Moreno is one of them who was able to join Mr. Tinker at the Fish Hatchery yesterday. There are new standards now and the new approach is working well.

Some highlights are: Science and Engineering Practices
 Disciplinary Core Ideas
 Crosscutting Concepts

The students use a model to illustrate the role of cellular division (mitosis) and differentiation in producing and maintaining complex organisms. Asking questions to clarify relationships about the role of DNA and chromosomes in coding the instructions for character traits passed from parent to offspring. Make and defend a claim based on evidence and apply concept of statistic and probability.

The department has been attending training courses at the Tehama County Department of Education and Dave Schlom takes the opportunity to visit the Ranch often with his classroom. He also have a CHP Officer attend as a guest speaker for the Force of Motion discussion.

**6. PUBLIC COMMENT
ON CLOSED SESSION:**

There was no public comment.

**7. ADJOURN TO
CLOSED SESSION:**

The Board adjourned to closed session at 6:27 p.m.

**8. REOPEN TO PUBLIC
SESSION:**

The Board reopened to public session at 8:48 p.m.

**9. ANNOUNCEMENT
OF ACTION TAKEN
IN CLOSED SESSION:**

Superintendent, Jared Caylor reported that there was no reportable action taken in closed session.

**10. CONSENT AGENDA
ITEMS:**

A motion was made by Scott Patton and seconded by Ken Vaughan to approve the consent agenda items.

The vote is as follows:

Ken Vaughan	Aye: <u>X</u>	No: _____	Absent: _____	Abstain: _____
William Mache	Aye: <u>X</u>	No: _____	Absent: _____	Abstain: _____
Todd Henderson	Aye: <u>X</u>	No: _____	Absent: _____	Abstain: _____
Scott Patton	Aye: <u>X</u>	No: _____	Absent: _____	Abstain: _____
Jim Bingham	Aye: <u>X</u>	No: _____	Absent: _____	Abstain: _____

**10.1 REVISED
MINUTES:**

Approval of Revised Board Minutes of August 16, 2018

**10.2 REGULAR
MINUTES:**

Approval of Regular Board Minutes of September 20, 2018

**10.3 REGULAR
MINUTES:**

Approval of Special Board Minutes of October 11, 2018

**10.4 APPROVAL
OF WARRANTS:**

40170990-40171090, 40171091-40171106, 40171107-40171316,
40171317-40171561, 40171561-40171872, 40171872-40171891
40171891-40172005, 40172006-40172022, 40172023-40172470
40172470-40172477, 40172478-40172750, 40172751-40172771
40172771-40172789

Register 000733 10/1/18 Ck# 40172470 Totals \$8,512,01

**10.5 INTERDISTRICT
ATTENDANCE
REQUEST:**

Interdistrict Attendance Request: Marlen Carillo, Cynthia Gomez
Mia Hernandez, Jazmin Sanchez
Francisco Reyna, Vanesa Reyna
Emmanuel Alvarez, Cameron Smith

**10.6 HUMAN
RESOURCE
REPORT:**

Debbie Castle	Resignation	12/31/18	Retirement
Johnny Fregoso	New Hire	9/13/18	Student
Tara Manning	Change	10/1/18	Probationary
Sonya Mendoza	Resignation	10/23/18	Voluntary
Ally Swingington	New Hire	9/14/18	Student

Extra Duty Temporary Coaching Authorizations

**10.7 OUT OF STATE
TRAVEL:**

Adriana Jimenez 11/16-/11/9 Seattle Washington Western Int'l Band Clinic
District Cost is \$1,161.68 Title II – Teacher Quality Funding Used

**10.8 QUARTERLY
REPORT/
WILLIAMS
COMPLAINT FOR
OCTOBER:**

The quarterly report for October 2018 reflects that there were no complaints filed with any school in the district during the quarter.

**10.9 SURPLUS
EQUIPMENT/
OBSOLETE
EQUIPMENT
FORM:**

Materials of a grow house approximate size is 100x200 feet. Min Bid \$2,500.00
Dwalt 790 12" saw with stand \$50.00
Delta saw with stand \$50.00
Rockwell sharpener \$50.00
Table saw (brand unknown) \$50.00
Spindle Sander with stand \$50.00

**10.10 CONTRACT
BETWEEN CUHSD &
CENTER FOR
EVALUATION
AND RESEARCH LLC
FOR ASSETS GRANT:**

This agreement is dated July 1, 2018 between CUHSD and The Center for Evaluation and Research, LLC of Redding, CA. CUHSD will pay a fee to CER for the services in the amount of \$17,500. This fee shall be payable in four quarterly installments: September 2018, December 2018, March 2019 and June 2019

**10.11 CONTRACT
BETWEEN CUHSD &
SHASTA COLLEGE:**

This agreement is between CUHSD and Shasta-Tehama-Trinity Joint Community College District on behalf of Better Jobs dba Northern California Adult Education Planning Consortium. This agreement is Effective July 1, 2018 through June 30, 2019.

11. PUBLIC COMMENT:

There was no public comment.

12.1 DASHBOARD

Superintendent, Jared Caylor reported to the Board on the following:

Local Indicators

- Items we must address to complete round out the California School Dashboard. These are in addition to the indicators set by the state.
- Process is important, schools are not given a “color” like other accountability measures

Priority 1 - Basic Conditions

- No misassigned teachers or students without access to books.
- Facilities in good repair.
- “Met”

Priority 2 - Implementation of State Standards

- Process to measure how well we’ve implemented state standards.
- Worked through a reflection tool offered by the state.
- Overall, high levels of standards implementation.
- “Met”

Priority 3 - Parent Engagement

- For our District, we use a household survey associated with Promise Neighborhood
- Help identify need for further EL support and parent interest in CCR planning with their student.
- “Met”

Priority 6 - School Climate

- Administer the Healthy Kids Survey annually.
- Mental health issues continue to be showing up as a need within our community and with our students.
- “Met”

Priority 7 - Access to a Broad Course of Study

- Evaluation of Data within Student Information System.
- Two primary reports this year: distribution of EL students in various courses and distribution of students w/ disabilities in various courses.
- This data will be used to evaluate our course offerings in late November as we begin planning for course offerings next year.
- “Met”

This is an informational item only and no action was needed.

**12.2 RESOLUTION
NO. 413:**

A motion was made by Scott Patton and seconded by Ken Vaughan to approve Resolution No. 413 which authorizes the contract with American Modular Systems, Inc. under public contract code section 20118.

The vote is as follows:

Ken Vaughan	Aye: <u> X </u>	No: <u> </u>	Absent: <u> </u>	Abstain: <u> </u>
William Mache	Aye: <u> X </u>	No: <u> </u>	Absent: <u> </u>	Abstain: <u> </u>
Todd Henderson	Aye: <u> X </u>	No: <u> </u>	Absent: <u> </u>	Abstain: <u> </u>
Scott Patton	Aye: <u> X </u>	No: <u> </u>	Absent: <u> </u>	Abstain: <u> </u>
Jim Bingham	Aye: <u> </u>	No: <u> </u>	Absent: <u> X </u>	Abstain: <u> </u>

**12.3 AGREEMENT
INCORPORATING
PIGGYBACK
CONTRACT FOR
MODULAR
CLASSROOM
BUILDING:**

A motion was made by Scott Patton and seconded by Todd Henderson to approve the contract between CUHSD and American Modular Systems, Inc. in order to incorporate a piggyback contract for certain modular classroom buildings

The vote is as follows:

Ken Vaughan	Aye: <u> X </u>	No: <u> </u>	Absent: <u> </u>	Abstain: <u> </u>
William Mache	Aye: <u> X </u>	No: <u> </u>	Absent: <u> </u>	Abstain: <u> </u>
Todd Henderson	Aye: <u> X </u>	No: <u> </u>	Absent: <u> </u>	Abstain: <u> </u>
Scott Patton	Aye: <u> X </u>	No: <u> </u>	Absent: <u> </u>	Abstain: <u> </u>
Jim Bingham	Aye: <u> </u>	No: <u> </u>	Absent: <u> X </u>	Abstain: <u> </u>

**12.4 FUTURE
AGENDA
ITEMS:**

The Ranch Meeting is scheduled for November 8, 2018 at 5:00 p.m.

Items currently on the agenda are:

- The Will.
- Master Plan
- Scholarships
- Eric Moxon will attend
- Next Step/Direction

Board Member, Ken Vaughan would like to discuss General Management. Board Clerk, Todd Henderson would like to discuss money/budget and financing options.

These items will be added to the agenda and will be mailed out next week. The copy of the Master Plan will be included in the packets again and Board President, Jim Bingham will bring the paperwork that he does have with regard to the Ranch.

13. **ADJOURNMENT:** The meeting adjourned at 8:55 p.m.

Approved

James Bingham, President

Todd Henderson, Clerk

Corning Union High School District Regular School Board Meeting

Date of Meeting: October 25, 2018

Time of Meeting: 5:45 P.M.

Place of Meeting: Corning Union High School North Conference Room

Public Comment: Citizens wishing to address the Board of Trustees in a Board meeting should first complete a public comment card. The cards are available with the District Administrative Assistant and should be completed prior to the public comment agenda item on which you wish to speak.

Agenda

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

4. APPROVAL OF AGENDA/REORDERING OF AGENDA/ADDITION OF ITEMS Discussion/Action

5. REPORTS

5.1	Student Board Member Report- Felipe Morfin	Information
5.2	Enrollment Report- Superintendent Jared Caylor	Information
5.3	Superintendent Report - Superintendent Jared Caylor	Information
5.4	Transportation Report- Ken Husband	Information
5.5	Academic Report- Science Department Chair Dave Tinker	Information

6. PUBLIC COMMENT ON CLOSED SESSION

Under this item on the Agenda, the public is invited to address the Board regarding items that will be discussed in closed session. Individual speakers will be allowed up to 3 minutes to address the board. The Board shall limit the total time for public input to 20 minutes. Please note that Government Code Section 54954.2(a) limits the ability of Board Members to respond to public comments. In addition, the Board may not take action on any item which is not on this agenda except as authorized by Government Code 54954.2.

7. ADJOURN TO CLOSED SESSION

7.1 PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE

7.2 CONFERENCE WITH LABOR NEGOTIATOR

District Representative: Superintendent Jared Caylor
Employee Organizations: ESP and CITA

7.3 CONFERENCE WITH LABOR NEGOTIATOR

District Representative: Superintendent Jared Caylor
Unrepresented Employees: Certificated Management, Classified Management, Confidential

7.4 CONFERENCE WITH LABOR NEGOTIATOR

District Representative: Board President Jim Bingham
Unrepresented Employee: Superintendent Jared Caylor

7.5 CONFERENCE WITH LEGAL COUNSEL

Anticipated Litigation
No. of Cases: 1

8. REOPEN TO PUBLIC SESSION

9. ANNOUNCEMENT OF ACTION TAKEN IN CLOSED SESSION, IF ANY

10. CONSENT AGENDA ITEMS

Discussion/Action

All matters listed under the consent agenda are considered by the Board to be routine and will be enacted by the Board in one motion. Requests by a member of the Board to have any item removed from the consent agenda for discussion will be honored without debate. Requests by the public to have an item taken off the consent agenda will be considered prior to the Board taking action.

- 10.1 Approval of Revised Board Minutes of August 16, 2018**
- 10.2 Approval of Regular Board Minutes of September 20, 2018**
- 10.3 Approval of Special Board Minutes of October 11, 2018**
- 10.4 Approval of Warrants**
- 10.5 Interdistrict Attendance Requests**
- 10.6 Human Resources Report**
- 10.7 Out of State Travel Report**
- 10.8 Quarterly Report /Williams Uniform Complaints for October 2018**
- 10.9 Surplus Equipment/Obsolete Equipment Form**
- 10.10 Contract between CUHSD & Center for Evaluation and Research, LLC for Assets Grant**
- 10.11 Contract between CUHSD and Shasta –Tehama-Trinity Community College District**

11. PUBLIC COMMENT ON ITEMS NOT ON THE AGENDA

The board wishes to obtain complete information on all matters within its jurisdiction. Individual speakers will be allowed up to 3 minutes to address the board. The Board shall limit the total time for public input to 20 minutes. Please note that Government Code Section 54954.2(a) limits the ability of Board Members to respond to public comments. In addition, the Board may not take action on any item which is not on this agenda except as authorized by Government Code 54954.2.

12. ITEMS FOR ACTION AND DISCUSSION

- | | | |
|-------------|--|------------------------|
| 12.1 | Dashboard Local Indicator Update | Info/Discussion |
| | <i>The Board will be updated on the District's local indicators for the California School Dashboard.</i> | |
| 12.2 | Resolution # 413 - Contract with American Modular Systems, Inc | Info/Action |
| | <i>The Board will consider approving a resolution authorizing contract with American Modular Systems, Inc. under public contract code section 20118.</i> | |
| 12.3 | Agreement Incorporating Piggyback Contract for Modular Classroom Buildings | Info/Action |
| | <i>The Board will consider approving an agreement for Modular Classroom Buildings with AMS.</i> | |
| 12.4 | Future Agenda Items | Discussion |
| | <i>The Board will discuss the need for any future agenda items.</i> | |

13. ADJOURNMENT

Request for documents that are public record and are provided at the time of the meeting to a majority of the Governing Board regarding an open session item will be made available for the public inspection upon request to the Superintendent's Office located at 643 Blackburn Avenue, Corning, CA during normal business hours. Any individual that requires disability-related accommodations or modifications, including auxiliary aids and services, in order to participate in the Board meeting should contact the Superintendent's Office. The Board of Trustees recognizes that the district has the primary responsibility to ensure compliance with applicable state and federal laws and regulations governing educational programs. The Board encourages the early, informal resolution of complaints whenever possible and appropriate. The Board has also adopted policy and procedures for resolving complaints which cannot be resolved through an informal process. The Board has designated Jared Caylor, Superintendent as the compliance officer for complaints. All complaints shall be filed at the district office, 643 Blackburn Ave, Corning, CA 96021.

2018/19

Month	CUHS	IND	CEN	District Totals
September	968	15	34	1017
October	960	22	31	1013
November				
December				
January				
February				
March				
April				
May				
June				

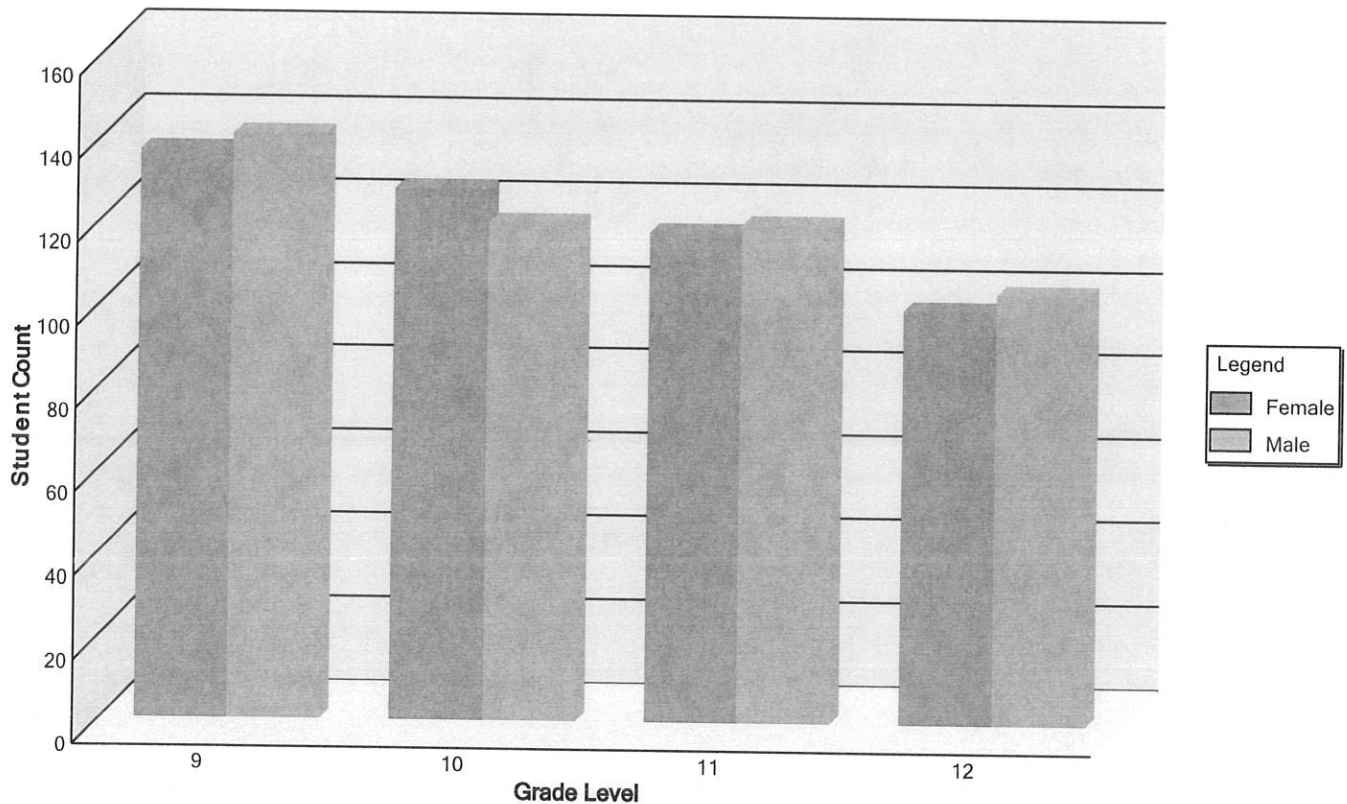
Corning Union High School

2018-2019

Student Distribution Report

10/24/2018

Page 1



Grade	Female	Male	Total
9	136	140	276
10	127	119	246
11	117	119	236
12	99	103	202
Totals:	479	481	960

Note: Totals include special education students.

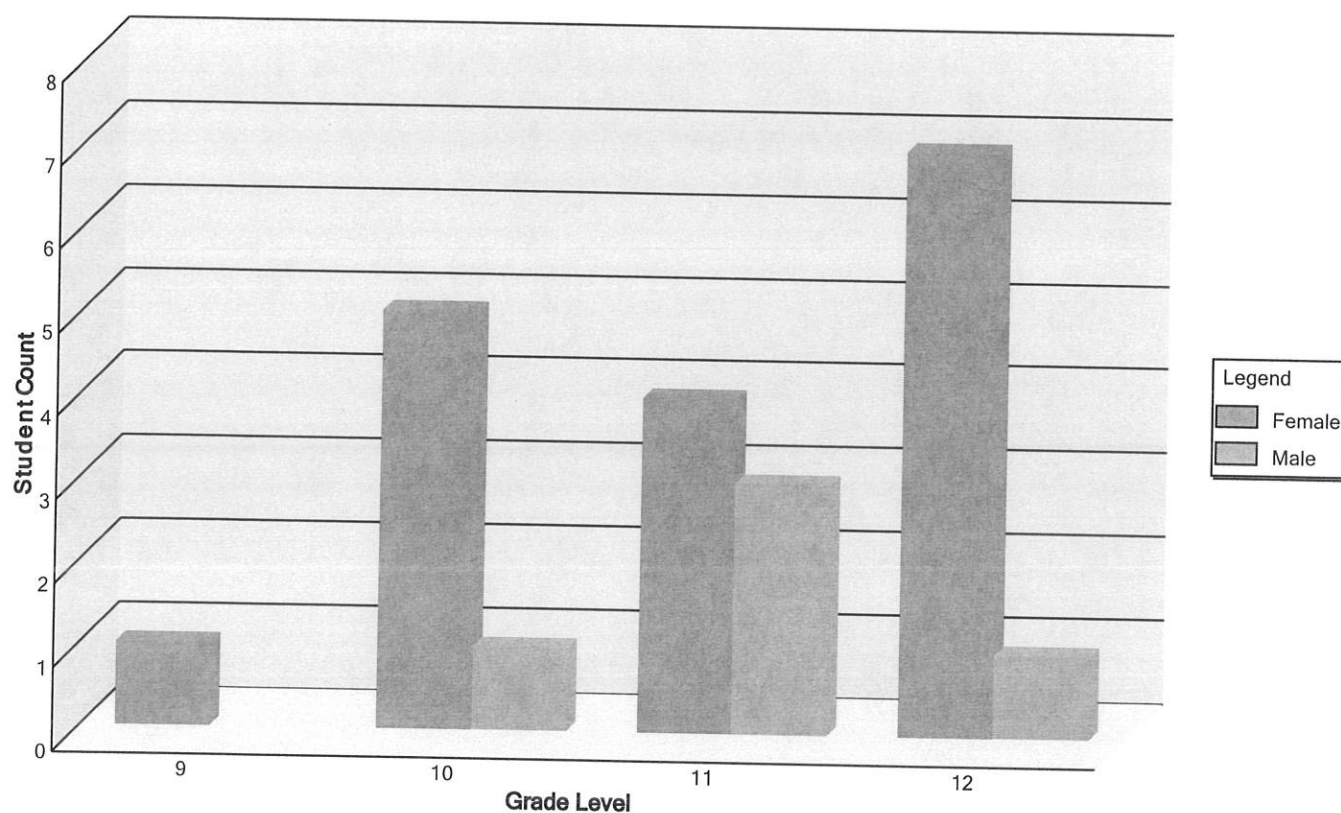
Corning Independent Study HS

2018-2019

Student Distribution Report

10/24/2018

Page 1



Grade	Female	Male	Total
9	1	0	1
10	5	1	6
11	4	3	7
12	7	1	8
Totals:	17	5	22

Note: Totals include special education students.

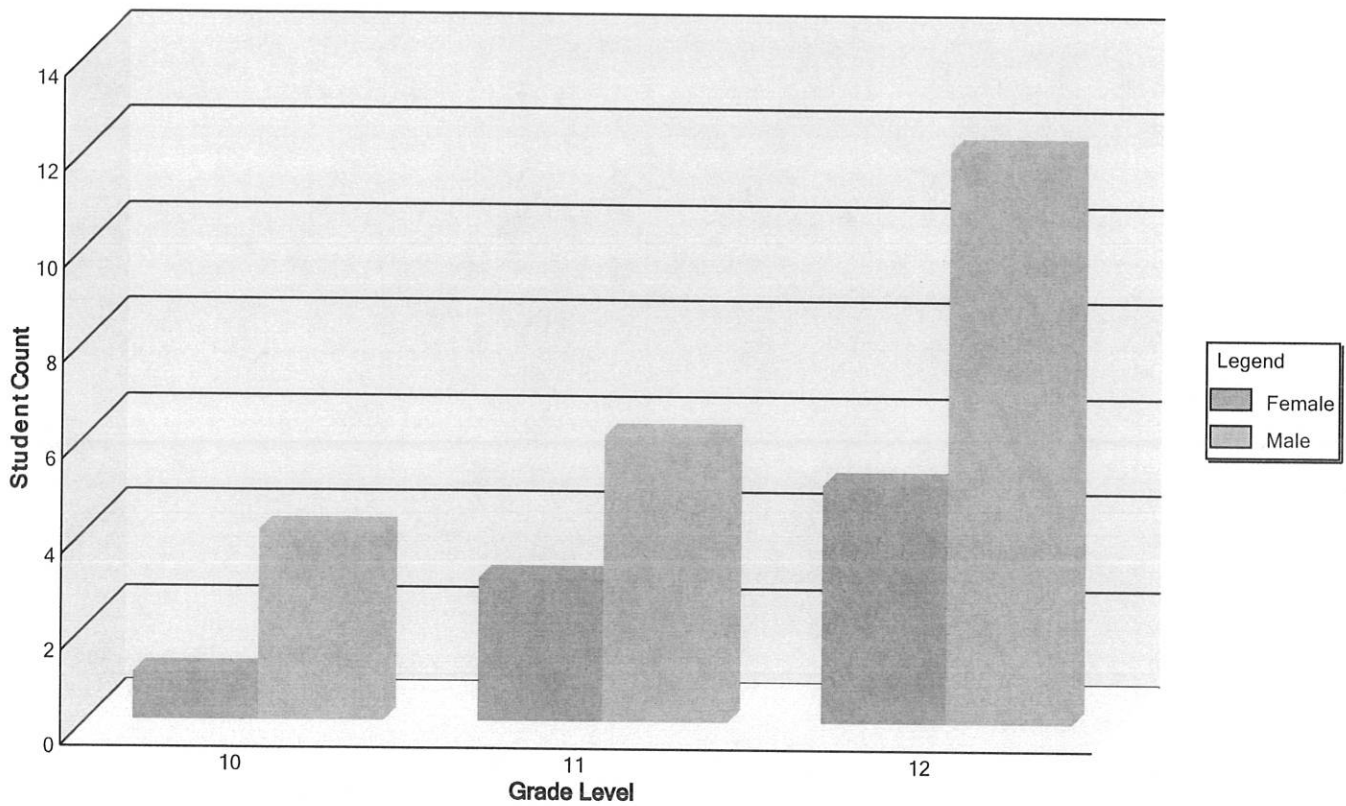
Centennial Continuation High School

2018-2019

Student Distribution Report

10/24/2018

Page 1



Grade	Female	Male	Total
10	1	4	5
11	3	6	9
12	5	12	17
Totals:	9	22	31

Note: Totals include special education students.

HS.Inheritance and Variation of Traits

HS.Inheritance and Variation of Traits

Students who demonstrate understanding can:

- HS-LS1-4. Use a model to illustrate the role of cellular division (mitosis) and differentiation in producing and maintaining complex organisms.** [Assessment Boundary: Assessment does not include specific gene control mechanisms or rote memorization of the steps of mitosis.]
- HS-LS3-1. Ask questions to clarify relationships about the role of DNA and chromosomes in coding the instructions for characteristic traits passed from parents to offspring.** [Assessment Boundary: Assessment does not include the phases of meiosis or the biochemical mechanism of specific steps in the process.]
- HS-LS3-2. Make and defend a claim based on evidence that inheritable genetic variations may result from: (1) new genetic combinations through meiosis, (2) viable errors occurring during replication, and/or (3) mutations caused by environmental factors.** [Clarification Statement: Emphasis is on using data to support arguments for the way variation occurs.] [Assessment Boundary: Assessment does not include the phases of meiosis or the biochemical mechanism of specific steps in the process.]
- HS-LS3-3. Apply concepts of statistics and probability to explain the variation and distribution of expressed traits in a population.** [Clarification Statement: Emphasis is on the use of mathematics to describe the probability of traits as it relates to genetic and environmental factors in the expression of traits.] [Assessment Boundary: Assessment does not include Hardy-Weinberg calculations.]

The performance expectations above were developed using the following elements from the NRC document, *A Framework for K-12 Science Education*:

Science and Engineering Practices

Asking Questions and Defining Problems

Asking questions and defining problems in 9-12 builds on K-8 experiences and progresses to formulating, refining, and evaluating empirically testable questions and design problems using models and simulations.

- Ask questions that arise from examining models or a theory to clarify relationships. (HS-LS3-1)

Developing and Using Models

Modeling in 9-12 builds on K-8 experiences and progresses to using, synthesizing, and developing models to predict and show relationships among variables between systems and their components in the natural and designed worlds.

- Use a model based on evidence to illustrate the relationships between systems or between components of a system. (HS-LS1-4)

Analyzing and Interpreting Data

Analyzing data in 9-12 builds on K-8 experiences and progresses to introducing more detailed statistical analysis, the comparison of data sets for consistency, and the use of models to generate and analyze data.

- Apply concepts of statistics and probability (including determining function fits to data, slope, intercept, and correlation coefficient for linear fits) to scientific and engineering questions and problems, using digital tools when feasible. (HS-LS3-3)

Engaging in Argument from Evidence

Engaging in argument from evidence in 9-12 builds on K-8 experiences and progresses to using appropriate and sufficient evidence and scientific reasoning to defend and critique claims and explanations about the natural and designed world(s). Arguments may also come from current scientific or historical episodes in science.

- Make and defend a claim based on evidence about the natural world that reflects scientific knowledge, and student-generated evidence. (HS-LS3-2)

Disciplinary Core Ideas

LS1.A: Structure and Function

- All cells contain genetic information in the form of DNA molecules. Genes are regions in the DNA that contain the instructions that code for the formation of proteins. (secondary to HS-LS3-1) (Note: This Disciplinary Core Idea is also addressed by HS-LS1-1.)

LS1.B: Growth and Development of Organisms

- In multicellular organisms individual cells grow and then divide via a process called mitosis, thereby allowing the organism to grow. The organism begins as a single cell (fertilized egg) that divides successively to produce many cells, with each parent cell passing identical genetic material (two variants of each chromosome pair) to both daughter cells. Cellular division and differentiation produce and maintain a complex organism, composed of systems of tissues and organs that work together to meet the needs of the whole organism. (HS-LS1-4)

LS3.A: Inheritance of Traits

- Each chromosome consists of a single very long DNA molecule, and each gene on the chromosome is a particular segment of that DNA. The instructions for forming species' characteristics are carried in DNA. All cells in an organism have the same genetic content, but the genes used (expressed) by the cell may be regulated in different ways. Not all DNA codes for a protein; some segments of DNA are involved in regulatory or structural functions, and some have no as-yet known function. (HS-LS3-1)

LS3.B: Variation of Traits

- In sexual reproduction, chromosomes can sometimes swap sections during the process of meiosis (cell division), thereby creating new genetic combinations and thus more genetic variation. Although DNA replication is tightly regulated and remarkably accurate, errors do occur and result in mutations, which are also a source of genetic variation. Environmental factors can also cause mutations in genes, and viable mutations are inherited. (HS-LS3-2)
- Environmental factors also affect expression of traits, and hence affect the probability of occurrences of traits in a population. Thus the variation and distribution of traits observed depends on both genetic and environmental factors. (HS-LS3-2),(HS-LS3-3)

Crosscutting Concepts

Cause and Effect

- Empirical evidence is required to differentiate between cause and correlation and make claims about specific causes and effects. (HS-LS3-1),(HS-LS3-2)

Scale, Proportion, and Quantity

- Algebraic thinking is used to examine scientific data and predict the effect of a change in one variable on another (e.g., linear growth vs. exponential growth). (HS-LS3-3)

Systems and System Models

- Models (e.g., physical, mathematical, computer models) can be used to simulate systems and interactions—including energy, matter, and information flows—within and between systems at different scales. (HS-LS1-4)

Connections to Nature of Science

Science is a Human Endeavor

- Technological advances have influenced the progress of science and science has influenced advances in technology. (HS-LS3-3)
- Science and engineering are influenced by society and society is influenced by science and engineering. (HS-LS3-3)

Connections to other DCIs in this grade-band: **HS.LS2.A** (HS-LS3-3); **HS.LS2.C** (HS-LS3-3); **HS.LS4.B** (HS-LS3-3); **HS.LS4.C** (HS-LS3-3)

Articulation across grade-bands: **MS.LS1.A** (1-LS1-4); **MS.LS1.B** (1-LS1-4); **MS.LS2.A** (HS-LS3-3); **MS.LS3.A** (1-LS1-4),(HS-LS3-1),(HS-LS3-2); **MS.LS3.B** (HS-LS3-1),(HS-LS3-2),(HS-LS3-3); **MS.LS4.C** (HS-LS3-3)

Common Core State Standards Connections:

ELA/Literacy –

- RST.11-12.1** Cite specific textual evidence to support analysis of science and technical texts, attending to important distinctions the author makes and to any gaps or inconsistencies in the account. (HS-LS3-1),(HS-LS3-2)
- RST.11-12.9** Synthesize information from a range of sources (e.g., texts, experiments, simulations) into a coherent understanding of a process, phenomenon, or concept, resolving conflicting information when possible. (HS-LS3-1)
- WHST.9-12.1** Write arguments focused on discipline-specific content. (HS-LS3-2)
- SL.11-12.5** Make strategic use of digital media (e.g., textual, graphical, audio, visual, and interactive elements) in presentations to enhance understanding of findings, reasoning, and evidence and to add interest. (HS-LS1-4)

Mathematics –

*The performance expectations marked with an asterisk integrate traditional science content with engineering through a Practice or Disciplinary Core Idea.

The section entitled "Disciplinary Core Ideas" is reproduced verbatim from A Framework for K-12 Science Education: Practices, Cross-Cutting Concepts, and Core Ideas. Integrated and reprinted with permission from the National Academy of Sciences.

Genetics

2. Mutation and sexual reproduction lead to genetic variation in a population. As a basis for understanding this concept:
- a. *Students know* meiosis is an early step in sexual reproduction in which the pairs of chromosomes separate and segregate randomly during cell division to produce gametes containing one chromosome of each type.
 - b. *Students know* only certain cells in a multicellular organism undergo meiosis.
 - c. *Students know* how random chromosome segregation explains the probability that a particular allele will be in a gamete.
 - d. *Students know* new combinations of alleles may be generated in a zygote through the fusion of male and female gametes (fertilization).
 - e. *Students know* why approximately half of an individual's DNA sequence comes from each parent.
 - f. *Students know* the role of chromosomes in determining an individual's sex.
 - g. *Students know* how to predict possible combinations of alleles in a zygote from the genetic makeup of the parents.

Corning Union High School

Regular School Board Meeting

DATE August 16, 2018

TYPE OF MEETING:

Regular

TIME: 5:45 P.M.

MEMBERS ABSENT:

Scott Patton

PLACE: Corning Union High School
Library

VISITORS:

Nolan Kee, Cindy Dixo, Dan Proctor
Bob Safford, Chris Costa, Gary Strack,
Jan Foley, Andy Farrell,
Angelica Lopez, Elizabeth Lo

MEMBERS PRESENT:

Jim Bingham
Todd Henderson
William Mache, Ken Vaughan

SCHOOL DISTRICT REPRESENTATIVES:

Jared Caylor, District Superintendent
Charlie Troughton, CUHS Principal
Christine Towne, Chief Business Official
Dave Messmer, Director of Technology
Jason Armstrong, Associate Principal
Justine Felton, Associate Principal
Jessica Marquez, Administrative Assistant to Superintendent

THE CORNING UNION HIGH SCHOOL -

- 1. CALL TO ORDER:** The meeting was called to order at 5:45 p.m. by Board President Jim Bingham.
- 2. PLEDGE OF ALLEGIANCE:** Board President, Jim Bingham asked the Board and audience to stand for the flag salute.
- 3. ROLL CALL:** Board President, Jim Bingham asked for a roll call. All present except for Scott Patton.

Attendance is as follows:

- Todd Henderson
- Jim Bingham
- William Mache
- Ken Vaughan

**4. APPROVAL OF
AGENDA/REORDERING
OF AGENDA/ADDITION
OF ITEMS:**

A motion was made by Ken Vaughan and seconded by Todd Henderson to approve the agenda with no changes/additions.

There being no further discussion, the Board voted unanimously to approve the agenda items with no changes.

The vote is as follows:

Ken Vaughan	Aye:	<u>X</u>	No:	_____	Absent:	_____	Abstain:	_____
William Mache	Aye:	<u>X</u>	No:	_____	Absent:	_____	Abstain:	_____
Todd Henderson	Aye:	<u>X</u>	No:	_____	Absent:	_____	Abstain:	_____
Scott Patton	Aye:	_____	No:	_____	Absent:	<u>X</u>	Abstain:	_____
Jim Bingham	Aye:	<u>X</u>	No:	_____	Absent:	_____	Abstain:	_____

5. REPORTS:

**5.1 SUPTS.
REPORT:**

Superintendent, Jared Caylor reported the following to the Board and audience:

School has begun. Centennial registration/first days was yesterday. CUHS first day was today.

No formal enrollment report because numbers are still in flux.

Projection for District-wide enrollment was 983.

As of this morning, we had 993 students enrolled at CUHS, 32 students enrolled at Centennial, and 7 students enrolled in ISP for a total of 1032 enrolled district-wide.

These numbers will take some time to settle and be more firm, but for now it appears we will meet or exceed our enrollment projection for this year.

Yesterday was our annual in-service

Superintendent, Jared Caylor welcomed all staff, introduced new staff, reminded them of the priorities that were established by the Board last spring, and challenged them to commit themselves to carrying on the traditions legacies established by those staff members that have come before them. The goal was to remind all of us who work here, that we are part of a rich tradition, and have a responsibility and privilege to contribute to that tradition in the way that we serve students and our community every day.

Christine went over business office nuts and bolts (payroll, benefits, etc) Justine presented regarding school safety, logistics, discipline, etc.

Reminded all staff, veterans and new, of the importance of consistency in enforcement of school rules and how to appropriately handle discipline issues.

Charlie spent the remaining time before lunch with teachers and paraprofessionals revisiting instruction priorities and best practices and facilitating professional conversations between staff about what they do in their classes.

After lunch (both breakfast and lunch were provided by our food service staff and was terrific), Charlie worked with teachers and paras to map out what the semester would like with regard to our upcoming WASC accreditation and then departments were released to work on WASC and other items.

Overall, the staff seemed enthusiastic to start the new school year.

5.2 SUMMER SCHOOL REPORT:

Associate Principal, Justine Felton reported to the Board on the following:

Recommended - 89 students

13 9th graders
34 10th graders
37 11th graders
5 (2) 12th graders

Enrolled - 84 Students

19 9th graders
35 10th graders
28 11th graders
2 12th graders

Overall summer school was a success.

5.3 FFA REPORT

Ag Teachers, Bob Safford, Nolan Kee and Chris Costa reported on the following:

FFA Events Calendar for 2018-19.

This year is the highest enrollment in Ag with close to 400 students.

Fair went well- everything sold.

Numbers were good at fair with 22 pigs- Champion FFA Pig.

De Long, Duncan & De Vita did very well. Shelby DaVita graduated in 2017 but was eligible to show to win an FFA degree.

The Board asked how many heifers were at the farm.

Bob Safford shared:

There are 10 heifers and 11 calves.

Nolan Kee shared that fair will be in early May this upcoming year. Chris Costa shared a bit about her small engines class. There are two sections of Ag Small Engines and Ag Mechanics.

5.4 JAPANESE EXCHANGE REPORT:

Cindy Dixon reported to the Board on the following:

A group of students attended the 2018 International Food Summit at Nakamura Gakuin Senior High in Fukuoka Japan. Angelica Lopez and Elizabeth Lo presented 3 ways to purify water for under privileged countries to help improve healthier drinking water. Their project includes making water purifying kits to be sent to those countries. The students created a brochure which was also shared with the Board.

Two ways to clean water:

1. Bio Filter
2. Moringa Seed Filter

Cindy Dixon and Andrew Farrell accompanied them in Japan. Cindy Dixon shared that this is not part of a school project but the school is involved with the exchange program and this is a great opportunity for the students.

Teacher, Andy Farrell shared that this was a big deal and a great opportunity for the students. Participants include 6 countries with approximately 1500 people attending (many politicians). These students brought America with them and did a great job. Elizabeth Lo even won MVP for the conference.

Elizabeth Lo then shared what a great life changing experience that this was for her. She shared that it almost brings her to tears talking about it and is very thankful for the opportunity.

5.5 SOLAR AUDIT/ PGE REPORT:

Superintendent, Jared Caylor reported to the Board on the following:

The following comparisons were made from 2009-10 school year through 2017-18 school year.

PGE

Solar Loan Payment

Solar Maintenance

The Average Annual Increase from 2009-10 through 2013-14 was 8.66%
The Average PGE Increase 2015-16 through 2017-18 is 8.55%

Potential Cost w 8.66 Annual Increase for 2017-18 is \$373,441.64
Potential Cost w 4% Annual Increase for 2017-18 is \$313, 384.34

There has been a substantial savings. A few questions were asked and Superintendent, Jared Caylor would be happy to print out a few additional reports for those board members that request to see them.

**5.6 LOCAL
REVENUES
REPORT:**

Chief Business Officer, Christine Towne reported to the Board on the following:

Local Revenue

Final Hail Damage	\$32,780.00
Promise Neighborhood	\$379,031.50
Erate	\$30,926.40
Centennial	\$420.00
STARS Coffee Cart	\$3,355.95
Shasta Pathway	\$117,842.00
Ag Incentive Grant	\$644.50
Copy Center	\$8,836.01
Lottery	\$741.07
CTE	\$6,056.92
General	\$46,431.86

Board Clerk, Todd Henderson asked about the Cal Card Rebate and CBO, Christine Towne shared that this is simply a rebate check that is received from using the Cal Card which goes back into the Local Revenue.

**6. PUBLIC COMMENT
ON CLOSED SESSION:**

There was no public comment.

**7. ADJOURN TO
CLOSED SESSION:**

The Board adjourned to closed session at 6:33 p.m.

**8. REOPEN TO PUBLIC
SESSION:**

The Board reopened to public session at 7:41 p.m.

**9. ANNOUNCEMENT
OF ACTION TAKEN
IN CLOSED SESSION:**

There was no action taken in closed session.

**10. CONSENT AGENDA
ITEMS:**

A motion was made by Todd Henderson and seconded by Ken Vaughan to approve the consent agenda items.

The vote is as follows:

Ken Vaughan	Aye: <u>X</u>	No: _____	Absent: _____	Abstain: _____
William Mache	Aye: <u>X</u>	No: _____	Absent: _____	Abstain: _____
Todd Henderson	Aye: <u>X</u>	No: _____	Absent: _____	Abstain: _____
Scott Patton	Aye: _____	No: _____	Absent: <u>X</u>	Abstain: _____
Jim Bingham	Aye: <u>X</u>	No: _____	Absent: _____	Abstain: _____

10.1 MINUTES: Regular School Board Minutes of June 21, 2018

10.2 MINUTES: Special School Board Minutes of June 22, 2018

10.3 MINUTES: Special School Board Minutes of July 11, 2018

**10.4 APPROVAL
OF WARRANTS:** 40166389- 40166406, 401664707-40166582, 40166583-40166591,
40166591-40167060, 40167061-40167076, 40167077-40167481,
40167481-40167494, 40167495-40167931, 40167931-40167951
40167952-40167969, 40167969-40168115, 40168116-40168758,
40168759-40168886, 40168886-40168901

6/27/18 Register # 000703 Ck# 40167931

7/31/18-8/0/18 Req Pay 05 Payment Register

**10.5 INTERDISTRICT
ATTENDANCE
REQUEST:** Interdistrict Attendance Request:

David Mackintosh, Melissa Mackintosh
Tatiana Reyes, Stevie Taylor
Logan Barriga, Giovannia Caldera
Natalie Chivichon, Kaden Paulos
Liam Paulos, Eduardo Rosa
Payton Powell,

10.6 HUMAN RESOURCE REPORT:	New Position	Para	Establishing New Position
	Change	Mayra Bogarin	220 days to 210 days
	New Hire	Sharon Cisneros	Adult Ed Vacancy replacement
	Change	Isel Cruz	Replace Vacancy
	New Hire	Manuela Dominguez	Replace Vacancy
	New Hire	Lujuan Hunt	Replace Vacancy
	Change	Josh Jackson	Replace Vacant CTE Position
	New Hire	Tara Manning	Replace Vacancy
	Change	Thomas Mendonsa	Teaching add. Period during utility
	New Hire	Tiffany Morrow	Replace Vacancy
	Resignation	Kim Vasquez	Retirement- 10 years in the district
	New Hire	Victoria Viveros-Zario	Filling New Para Education

- | | |
|--|---|
| 10.7 SURPLUS
EQUIPMENT/
OBSOLETE
EQUIPMENT
FORM: | Cummins B6 cylinder 230HP rotary inj pump 1,000 |
| 10.8 OUT OF
STATE TRAVEL: | Nolan Kee to Bend Oregon. |
| 10.9 TEHAMA
COUNTY
COOPERATIVE
AGREEMENT
2018-19: | This agreement is entered into on July 1, 2018 by and between Tehama County Cooperative and Corning Union High School District for the 2018-19 school year. The annual contract amount is \$4,000. |
| 10.10 MOU
BETWEEN CUHS

&
FULL CIRCLE SPEECH
THERAPY: | This agreement is for Full Circle Speech Therapy to provide speech, language and feeding therapy for the Corning Union High School District |
| 10.11 MOU
BETWEEN
CUHSD &
TCDE FOR TUPE
PROGRAM: | This agreement is between Tehama County Department of Education TUPE Program and Corning Union High School District for the Tobacco Coordinator for Centennial Continuation High School. This agreement is from July 1, 2018 through June 30, 2019. |
| 10.12 SARB
PROGRAM
PARTICIPATION
CONTRACT
2018-19: | This agreement is entered into on July 1, 2018 by and between the Tehama County Department of Education. This is for the 2018-19 fiscal year. |
| 10.13 MOU
BETWEEN
CUHSD & TCDE
FOR 2018-19: | This MOU is entered into by and between the Superintendent of the Tehama County Department of Education and the Corning High School District. The term of the agreement is July 1, 2018 through June 30, 2019. |
| 10.14 LEA
AGREEMENT
WITH ORANGE
COUNTY FOR
MTSS GRANT: | The Local Education Agency Agreement is an agreement entered into on June 1, 2018 between the Corning Union High School District and the Orange County Department of Education. |

11. PUBLIC COMMENT:

There was no public comment.

**12.1 ASB PAY
SCHEDULE:**

A motion was made by Todd Henderson and seconded by Bill Mache to approve the newly updated ASB Pay Schedule. The new ASB pay schedule reflects the Shot Clock Operator/Clock Operator/Scorebook/FB Chain Gang. There being no further discussion, the Board voted unanimously to approve the ASB Pay Schedule.

The vote is as follows:

Ken Vaughan	Aye: <u> X </u>	No: <u> </u>	Absent: <u> </u>	Abstain: <u> </u>
William Mache	Aye: <u> X </u>	No: <u> </u>	Absent: <u> </u>	Abstain: <u> </u>
Todd Henderson	Aye: <u> X </u>	No: <u> </u>	Absent: <u> </u>	Abstain: <u> </u>
Scott Patton	Aye: <u> </u>	No: <u> </u>	Absent: <u> X </u>	Abstain: <u> </u>
Jim Bingham	Aye: <u> X </u>	No: <u> </u>	Absent: <u> </u>	Abstain: <u> </u>

**12.2 CTE TEACHER
VARIABLE TERM
WAIVER REQUEST:**

A motion was made by Bill Mache and seconded by Ken Vaughan to approve the CTE Variable Term Waiver. CTE Credentials do not have EL Authorization so this requirement needs to be waived. There being no further discussion, the Board voted unanimously to approve the CTE waiver.

Dan Proctor 9th-12th grades, CTE Building Trades & Construction
Josh Jackson 9th-12th grades, CTE Marketing, Sales, & Service

The vote is as follows:

Ken Vaughan	Aye: <u> X </u>	No: <u> </u>	Absent: <u> </u>	Abstain: <u> </u>
William Mache	Aye: <u> X </u>	No: <u> </u>	Absent: <u> </u>	Abstain: <u> </u>
Todd Henderson	Aye: <u> X </u>	No: <u> </u>	Absent: <u> </u>	Abstain: <u> </u>
Scott Patton	Aye: <u> </u>	No: <u> </u>	Absent: <u> X </u>	Abstain: <u> </u>
Jim Bingham	Aye: <u> X </u>	No: <u> </u>	Absent: <u> </u>	Abstain: <u> </u>

**12.3 UPDATE TO
BP
& AR 3350:**

A motion was made by Bill Mache and seconded by Ken Vaughan to approve the update to BP 3350 & AR 3350. The main changes that have been reflected are related to out of state travel. Out of State travel must be approved by the Superintendent and reported to the board.

There being no further discussion, the Board voted unanimously to approve the update to BP & AR

The vote is as follows:

Ken Vaughan	Aye: <u> X </u>	No: <u> </u>	Absent: <u> </u>	Abstain: <u> </u>
William Mache	Aye: <u> X </u>	No: <u> </u>	Absent: <u> </u>	Abstain: <u> </u>
Todd Henderson	Aye: <u> X </u>	No: <u> </u>	Absent: <u> </u>	Abstain: <u> </u>
Scott Patton	Aye: <u> </u>	No: <u> </u>	Absent: <u> X </u>	Abstain: <u> </u>
Jim Bingham	Aye: <u> X </u>	No: <u> </u>	Absent: <u> </u>	Abstain: <u> </u>

**12.4 UPDATE TO
AR 6184:**

A motion was made by Bill Mache and seconded by Ken Vaughan to approve the update to AR 6184. This policy was updated so that it is line with our current practice of how students are transferred to Centennial can apply to return to CUHS main campus. Our practice has been that the student has to apply to return and the decision is based on their behavior, attendance, grades, etc. This policy now reflects that practice.

There being no further discussion, the Board voted unanimously to approve the update to AR 6184.

The vote is as follows:

Ken Vaughan	Aye: <u> X </u>	No: <u> </u>	Absent: <u> </u>	Abstain: <u> </u>
William Mache	Aye: <u> X </u>	No: <u> </u>	Absent: <u> </u>	Abstain: <u> </u>
Todd Henderson	Aye: <u> X </u>	No: <u> </u>	Absent: <u> </u>	Abstain: <u> </u>
Scott Patton	Aye: <u> </u>	No: <u> </u>	Absent: <u> X </u>	Abstain: <u> </u>
Jim Bingham	Aye: <u> X </u>	No: <u> </u>	Absent: <u> </u>	Abstain: <u> </u>

**12.5 UPDATE TO
BP 6153:**

A motion was made by Todd Henderson and seconded by Bill Mache to approve the update to BP 6153. The old policy prohibited the use of district money to pay for individual students to go on field trips. Based on a new law, this policy must be updated to allow the use of District funds for individual students to go on field trips.

There being no further discussion, the Board voted unanimously to approve the update to BP 6153.

The vote is as follows:

Ken Vaughan	Aye: <u> X </u>	No: <u> </u>	Absent: <u> </u>	Abstain: <u> </u>
William Mache	Aye: <u> X </u>	No: <u> </u>	Absent: <u> </u>	Abstain: <u> </u>
Todd Henderson	Aye: <u> X </u>	No: <u> </u>	Absent: <u> </u>	Abstain: <u> </u>
Scott Patton	Aye: <u> </u>	No: <u> </u>	Absent: <u> X </u>	Abstain: <u> </u>
Jim Bingham	Aye: <u> X </u>	No: <u> </u>	Absent: <u> </u>	Abstain: <u> </u>

**12.6 DELETE BP/
ARE/E 6162.52:**

A motion was made by Bill Mache and second by Ken Vaughan to approve the deletion of BP/AR/E 6162.52. The California High School Exit Exam no longer exists.

The vote is as follows:

Ken Vaughan	Aye: <u> X </u>	No: <u> </u>	Absent: <u> </u>	Abstain: <u> </u>
William Mache	Aye: <u> X </u>	No: <u> </u>	Absent: <u> </u>	Abstain: <u> </u>
Todd Henderson	Aye: <u> X </u>	No: <u> </u>	Absent: <u> </u>	Abstain: <u> </u>
Scott Patton	Aye: <u> </u>	No: <u> </u>	Absent: <u> X </u>	Abstain: <u> </u>
Jim Bingham	Aye: <u> X </u>	No: <u> </u>	Absent: <u> </u>	Abstain: <u> </u>

**12.7 UPDATE AR
3514.2:**

A motion was made by Todd Henderson and seconded by Bill Mache to approve the update to AR 3514.2 New legislation came in to effect last year that requires new monitoring and reporting of pesticide use in agricultural settings within a mile of schools. This policy aligns our policy with our new practice.

There being no further discussion, the Board voted unanimously to approve the update to AR 3514.2

The vote is as follows:

Ken Vaughan	Aye: <u> X </u>	No: <u> </u>	Absent: <u> </u>	Abstain: <u> </u>
William Mache	Aye: <u> X </u>	No: <u> </u>	Absent: <u> </u>	Abstain: <u> </u>
Todd Henderson	Aye: <u> X </u>	No: <u> </u>	Absent: <u> </u>	Abstain: <u> </u>
Scott Patton	Aye: <u> </u>	No: <u> </u>	Absent: <u> X </u>	Abstain: <u> </u>
Jim Bingham	Aye: <u> X </u>	No: <u> </u>	Absent: <u> </u>	Abstain: <u> </u>

**12.8 UPDATE BP
4140, 4240, 4340:**

A motion was made by Bill Mache and seconded by Todd Henderson to approve the update to 4140, 4240, 4340. The U.S. Supreme Court ruled that unions cannot collect "fair share" fees any more. This policy updates the requirement of the Supreme Court decision. They will allow employees that do not wish to be part of the union to not have to pay these fees.

There being no further discussion, the Board voted unanimously to approve the update to BP 4140, 4240, & 4340.

The vote is as follows:

Ken Vaughan	Aye: <u> X </u>	No: <u> </u>	Absent: <u> </u>	Abstain: <u> </u>
William Mache	Aye: <u> X </u>	No: <u> </u>	Absent: <u> </u>	Abstain: <u> </u>
Todd Henderson	Aye: <u> X </u>	No: <u> </u>	Absent: <u> </u>	Abstain: <u> </u>
Scott Patton	Aye: <u> </u>	No: <u> </u>	Absent: <u> X </u>	Abstain: <u> </u>
Jim Bingham	Aye: <u> X </u>	No: <u> </u>	Absent: <u> </u>	Abstain: <u> </u>

**12.9 BP 4312.8
FIRST
READING:**

Superintendent, Jared Caylor shared and read the information on BP 4312.8. This new policy is related to the employment of relatives within the District. It requires prior written disclosure to the Board before any family member can be appointed to a position that a relative has a supervisory role in. This is the first reading of this Board Policy and no action is required at this time.

**12.10 EMPLOYMENT
AGREEMENT BETWEEN
THE BOARD AND
SUPERINTENDENT
JARED CAYLOR:**

A motion was made by Bill Mache and seconded by Todd Henderson to approve the agreement between the Board and the Superintendent. This agreement is entered into on August 16, 2018 by and between the Governing Board and Jared Caylor. The agreement is commencing July 1, 2018 and ending on June 30, 2021. This is extending the contract one year and included the discussed changes.

There being no further discussion, the Board voted unanimously to approve the agreement between the Corning Union High School District Governing Board and Superintendent Jared Caylor.

The vote is as follows:

Ken Vaughan	Aye: <u> X </u>	No: <u> </u>	Absent: <u> </u>	Abstain: <u> </u>
William Mache	Aye: <u> X </u>	No: <u> </u>	Absent: <u> </u>	Abstain: <u> </u>
Todd Henderson	Aye: <u> X </u>	No: <u> </u>	Absent: <u> </u>	Abstain: <u> </u>
Scott Patton	Aye: <u> </u>	No: <u> </u>	Absent: <u> X </u>	Abstain: <u> </u>
Jim Bingham	Aye: <u> X </u>	No: <u> </u>	Absent: <u> </u>	Abstain: <u> </u>

**12.11 APPROVAL
OF
LEAVE OF ABSENCE
FOR TERESA LAMB:**

A motion was made by Bill Mache and seconded by Todd Henderson to approve the leave of absence for Teresa Lamb.

There was some discussion by Board President that this would be a one-time courtesy approval due to the fire season and because Teresa is a long time and valued employee.

There being no further discussion, the Board voted unanimously to approve

The vote is as follows:

Ken Vaughan	Aye: <u> X </u>	No: <u> </u>	Absent: <u> </u>	Abstain: <u> </u>
William Mache	Aye: <u> X </u>	No: <u> </u>	Absent: <u> </u>	Abstain: <u> </u>
Todd Henderson	Aye: <u> X </u>	No: <u> </u>	Absent: <u> </u>	Abstain: <u> </u>
Scott Patton	Aye: <u> </u>	No: <u> </u>	Absent: <u> X </u>	Abstain: <u> </u>
Jim Bingham	Aye: <u> X </u>	No: <u> </u>	Absent: <u> </u>	Abstain: <u> </u>

**12.12 NEW BP/AR
3230 RELATED TO
USE
OF FEDERAL GRANT
AWARDS:**

A motion was made by Todd Henderson and seconded by Ken Vaughan to approve BP/AR 3230. This is related to how we handle federal funds. Superintendent, Jared Caylor has requested to waive the requirement for a second reading and requesting to approve this with one reading since this should have been adopted back in 2016.

There being no further discussion, the Board voted unanimously to approve BP/AR 3230.

The vote is as follows:

Ken Vaughan	Aye:	<u> X </u>	No:	<u> </u>	Absent:	<u> </u>	Abstain:	<u> </u>
William Mache	Aye:	<u> X </u>	No:	<u> </u>	Absent:	<u> </u>	Abstain:	<u> </u>
Todd Henderson	Aye:	<u> X </u>	No:	<u> </u>	Absent:	<u> </u>	Abstain:	<u> </u>
Scott Patton	Aye:	<u> </u>	No:	<u> </u>	Absent:	<u> X </u>	Abstain:	<u> </u>
Jim Bingham	Aye:	<u> X </u>	No:	<u> </u>	Absent:	<u> </u>	Abstain:	<u> </u>

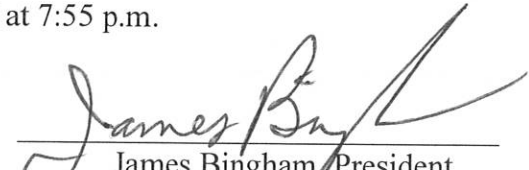
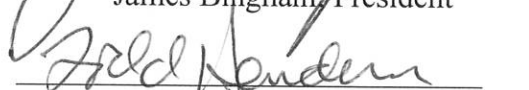
**12.13 FUTURE
AGENDA
ITEMS:**

There are no future agenda items requested at this time.

13. ADJOURNMENT:

The meeting adjourned at 7:55 p.m.

Approved


James Bingham, President

Todd Henderson, Clerk

Corning Union High School

Regular School Board Meeting

DATE September 20, 2018

TYPE OF MEETING:

Regular

TIME: 5:45 P.M.

MEMBERS ABSENT:

Jim Bingham

PLACE: Corning Union High School
Library

VISITORS:

Deanna Glover, Brad Schreiber

Jennifer McMurdy, John Studer

Jeremiah Fears, Kaitlyn Hiller

MEMBERS PRESENT:

Scott Patton

Todd Henderson

William Mache, Ken Vaughan

SCHOOL DISTRICT REPRESENTATIVES:

Jared Caylor, District Superintendent

Charlie Troughton, CUHS Principal

Christine Towne, Chief Business Official

Dave Messmer, Director of Technology

Justine Felton, Associate Principal

Jessica Marquez, Administrative Assistant to Superintendent

THE CORNING UNION HIGH SCHOOL -

- 1. CALL TO ORDER:** The meeting was called to order at 5:45 p.m. by Board Clerk Todd Henderson.
- 2. PLEDGE OF ALLEGIANCE:** Board Clerk, Todd Henderson asked the Board and audience to stand for the flag salute.
- 3. ROLL CALL:** Board Clerk, Todd Henderson asked for a roll call. All present except for Jim Bingham.

Attendance is as follows:

- Todd Henderson
- Scott Patton
- William Mache
- Ken Vaughan

**4. APPROVAL OF
AGENDA/REORDERING
OF AGENDA/ADDITION
OF ITEMS:**

A motion was made by Scott Patton and seconded by Bill Mache to approve the agenda with no changes/additions.

There being no further discussion, the Board voted unanimously to approve the agenda items with no changes.

The vote is as follows:

Ken Vaughan	Aye: <u> X </u>	No: <u> </u>	Absent: <u> </u>	Abstain: <u> </u>
William Mache	Aye: <u> X </u>	No: <u> </u>	Absent: <u> </u>	Abstain: <u> </u>
Todd Henderson	Aye: <u> X </u>	No: <u> </u>	Absent: <u> </u>	Abstain: <u> </u>
Scott Patton	Aye: <u> X </u>	No: <u> </u>	Absent: <u> </u>	Abstain: <u> </u>
Jim Bingham	Aye: <u> </u>	No: <u> </u>	Absent: <u> X </u>	Abstain: <u> </u>

5. REPORTS:

**5.1 STUDENT
BOARD MEMBER:**

Felipe Morfin is the student Board member for the 2018-19 school year. Felipe reported on the following:

- Blood Drive
- STARs Program
- New Clubs
- Homecoming

**5.2 ENROLLMENT
REPORT:**

Superintendent, Jared Caylor shared the following:

September	CUHS	968
	Independent Study	15
	Centennial	34

District wide there are 1017 students and this is 42 more students than the district had last year at this time. The original projections was 985. Superintendent Jared Caylor will gather more information from our feeder schools and bring that back to report at the next regular scheduled meeting held in October.

**5.3 SUPERINTENDENT
REPORT:**

Superintendent, Jared Caylor shared the following:

- Showcase work done by our manufacturing students in Gary Pope's class.
 - They created this coin that was used at the football game last week for the coin toss
 - Will be creating coins for other games this year and are hoping to sell them at the football games to help fund future projects
 - Will bring the fundraiser to you for approval at the next meeting, but wanted to let you know about it and share their work from the Red Bluff game.
- Promise Neighborhood Update
 - The district continues to work with the Promise Neighborhood grant in various areas throughout the District.

- Evaluation and improvement of our English Learner program (Board Priority 3 for 2018-19)
 - Providing marriage and family therapists on site for students with various social-emotional needs (Board Priority 2 for 2018-19)
 - Provide multiple opportunities for students to be in dual enrollment classes through Shasta College, taken during the regular school day, at CUHS (Board Priority 2 for 2018-19)
 - Provide intensive academic support for students that are not successful through the use of academic support time and additional personnel (Board Priority 3 for 2018-19)
- Discussions about things Promise Neighborhood could help with next year have already begun. They include:
- Funding a position to monitor and support student attendance. This person would be more focused on regular, ongoing, communication and support of families. This will not take away from the efforts by the district to hold families accountable for attendance, but it will be a person to help communicate and coordinate services between the schools, other agencies, and families. (Board Priority 3 for 2018-19)
 - Planning has begun to utilize resources from the UCLA Curtis Center for Mathematics and Teaching to work with our teachers beginning this spring. The elementary district began working with this resource last year and the feedback has been very positive. The hope is that it will not only provide quality professional development for our teachers, but it will also allow a natural opportunity to begin more intentional collaboration between math teachers at the elementary and high school districts (Board Priority 3 for 2018-19)

5.4 PRINCIPALS REPORT:

CUHS Principal, Charlie Troughton reported on the following:

Evaluations- There have been 28 teacher's evaluations and 16 para evaluations. The goal is for Mr. Troughton to follow up with each staff members after the evaluations are completed.

The WASC Process- There have been three meetings so far. There were focus groups held last week. The groups were Organization, Curriculum and School Culture and the other was Student Support Services. The next meeting will be held October 8th at 2:00 p.m.

The EL Program is developing and doing well. A training was conducted for the staff and the approach has been well received. There are 174 identified EL Students. Approximately 75 in ELD not outside of taking ELD specific classes.

CUHS Principal discussed that he also does his normal walk-through visits. He thanked the Board for their continued support.

5.5 ACADEMIC REPORT:

EL Department Head, Brad Schreiber shared that after Lisa Romo retired, the district was able to hire Alejandra Montes who was highly recommended by Chico State. She teaches Spanish III, IV and V. Mr. Schreiber teaches Spanish II and ELD Intermediate English. Training courses have been offered to review different strategies to help in the classroom. The paraeducators are a tremendous help and do a great job also. The department continues to grow. There are beginning ELD students and many other levels.

5.6 FALL COACHES REPORTS:

Coaches Jennifer and Kaitlyn spoke on behalf of Natalie Welsh, the Varsity Field Hockey coach. Jennifer McMurdy shared that it has been a great season so far. Varsity is 5/2. There were open tryouts this year, which was a little bit different compared to past years. The new process went well. There were a total of 2 sophomores that were able to move up to Varsity. Jennifer McMurdy is the JV coach and shared that there were some challenges at first with all of the smoke and trying to get practice time in. The girls were taught to play in the gyms. The girls went to the Jamboree tournament in Chico after only being able to practice on the field for one week. Both teams worked very hard. The motto is "One team- one goal". The team can accomplish more as a team than individually. There are 17 girls on each team and the goal is to try and get more girls exposed to the sport at a young age so they are interested in playing once they come to high school. There will be some camps held in hopes to accomplish that. Overall, the teams are doing great.

Scott Button is the Cross Country Coach shared that this is his second year coaching and now his two year teaching at Corning High School. There are 28 students on the team total. This year there are 10 girls where last year it was only 5. Any student can join the team. There were some smoke issues to battle at the beginning of the season but things seem to be better now and the team is doing well. They are hard at work and this is a rebuilding year. Last year the team lost some seniors. The Olive Festival Fun Run is going to be held on October 6th so Mr. Button invited the board and audience to come out and support the team.

Athletic Director/Head Varsity Coach, Mr. Studer shared that the football season is off and going. Practices started July 30th and league starts next week. Last league game will be in week 9. Numbers were concerning. There may be a day in the future when football is no longer available. The Freshman team has 25 players total. Five dropped from the program. JV has over 20. Anderson High and other teams have cancelled their freshman team due to lack of players. Tim Nelson is the freshman coach and is trying his best to develop players. JV Level is coached by Mr. Vader. Coach Studer shared with the board that football is free to play and would like to communicate this to the 8th grade players. This is his 22nd year coaching and his 10th as the head coach. Julio Garcia and Jose Villalba are alumni who have been helping.

They are trying to give back to the community and school and both know Cardinal Pride very well. Football vs. Orland tomorrow evening, so we will see how we do.

**6. PUBLIC COMMENT
ON CLOSED SESSION:**

There was no public comment.

**7. ADJOURN TO
CLOSED SESSION:**

The Board adjourned to closed session at 6:39 p.m.

**8. REOPEN TO PUBLIC
SESSION:**

The Board reopened to public session at 7:55 p.m.

**9. ANNOUNCEMENT
OF ACTION TAKEN
IN CLOSED SESSION:**

Board Clerk, Todd Henderson announced that per the Superintendents Contract the board agrees to pay fees for rotary on behalf of the district.

**10. CONSENT AGENDA
ITEMS:**

Board Member, Scott Patton had question on the following:

1. Vans- are they paid off (long term debt.)- CBO, Christine shared that they would be paid off this year.
2. Fuel- This will be discussed and shared with by Ken Husband but the fill up is 2 or 3 times per week.
3. 41K bill back for SELPA- This is the total bill back for the year for Special Ed.

A motion was made by Scott Patton and seconded by Bill Mache to approve the consent agenda items.

The vote is as follows:

Ken Vaughan	Aye: <u> X </u>	No: <u> </u>	Absent: <u> </u>	Abstain: <u> </u>
William Mache	Aye: <u> X </u>	No: <u> </u>	Absent: <u> </u>	Abstain: <u> </u>
Todd Henderson	Aye: <u> X </u>	No: <u> </u>	Absent: <u> </u>	Abstain: <u> </u>
Scott Patton	Aye: <u> X </u>	No: <u> </u>	Absent: <u> </u>	Abstain: <u> </u>
Jim Bingham	Aye: <u> </u>	No: <u> </u>	Absent: <u> X </u>	Abstain: <u> </u>

10.1 MINUTES:

Regular School Board Minutes of August 16, 2018

**10.2 APPROVAL
OF WARRANTS:**

40169564-40169574, 40169574-40169589, 40169590-40169964 ,
40169965-40169985, 40169986-40170523, 40170523-40170544
40170545-40170787

Register 000725

9/25/18

**10.3 INTERDISTRICT
ATTENDANCE
REQUEST:**

Interdistrict Attendance Request: Morgan Avrit, Anthony Coats
Izaiha Galvaz, Brent Mossison
Madison Pankratz, Andrea Gonzalez
Araceli Guzman, Mariana Guzman
Jamillette Quintana, Jessica Quintana
Danika Ramaey, Adical Thao
Anounluck Thao

**10.4 HUMAN
RESOURCE
REPORT:**

Norma Gomez	STAR Student Worker	8/22/18	Hourly Wage
Ofelia Gamez	STAR Student Worker	8/22/18	Hourly Wage
Jenny Judd	Food Services II	8/22/18	Replaced Vac.
Anderea Martinez	STAR Facilitator	8/20/18	Hourly Wage
Daniel Myers	Custodian/Maint II	9/21/18	Resignation
Cassie Riddle	DAS Tech	9/1/18	Hours Request

**10.5 DONATIONS
REPORT:**

Dr. Dario Sartori	Mouth Guards	\$7,500.00	Field Hockey
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**10.6 SURPLUS
EQUIPMENT/
OBSOLETE
EQUIPMENT FORM:**

Misc books from Special Ed English Classes 73 items- donate / dispose
Challenge Spartan 120 Paper Cutter- donate/ dispose

**10.7 MOU BETWEEN
CUHSD & TCDE
FOR TITLE III
CONSORTIUM
FOR 2018-19 SCHOOL
YEAR:**

This agreement is between TCDE and CUHSD for provision of Title III Consortium for the 2018-19 school year. This agreement is effective through June 30, 2019.

**10.8 MOU
BETWEEN
CUHS
& TCDE FPR
SCHOOL
NURSING SERVICES
FOR
2018-19 SCHOOL YEAR:**

This agreement is between TCDE and CUHSD for the provision of school nursing services to the district. This agreement is effective through June 30, 2019.

**10.9 MOU BETWEEN
CUHSD & PASKENTA
BAND OF NOMALAKI
INDIANS:**

This agreement is made and entered into as of the first day of July 2018 by and between the Paskenta Band of Nomlaki Indians and the Corning Union High School District.

**10.12 MOU WITH
CAL PASS:**

This MOU is between the Corning Union High School District and California Partnership for Achieving Student Success.

11. PUBLIC COMMENT:

There was no public comment.

**12.1 COMMITTEE ON
ASSIGNMENTS:**

A motion was made by Bill Mache and seconded by Scott Patton to approve the Committee on Assignments for 2018-19 school year. There being no further discussion, the Board voted unanimously to approve the committee on assignments.

The vote is as follows:

Ken Vaughan	Aye: <u> X </u>	No: <u> </u>	Absent: <u> </u>	Abstain: <u> </u>
William Mache	Aye: <u> X </u>	No: <u> </u>	Absent: <u> </u>	Abstain: <u> </u>
Todd Henderson	Aye: <u> X </u>	No: <u> </u>	Absent: <u> </u>	Abstain: <u> </u>
Scott Patton	Aye: <u> X </u>	No: <u> </u>	Absent: <u> </u>	Abstain: <u> </u>
Jim Bingham	Aye: <u> </u>	No: <u> </u>	Absent: <u> X </u>	Abstain: <u> </u>

**12.2 BP 4312.8
FINAL READING:**

A motion was made by Scott Patton and seconded by Ken Vaughan to approve the final reading of BP 4312.8. This is regarding employment of relatives. There being no further discussion, the Board voted unanimously to approve BP 4312.8.

The vote is as follows:

Ken Vaughan	Aye: <u> X </u>	No: <u> </u>	Absent: <u> </u>	Abstain: <u> </u>
William Mache	Aye: <u> X </u>	No: <u> </u>	Absent: <u> </u>	Abstain: <u> </u>
Todd Henderson	Aye: <u> X </u>	No: <u> </u>	Absent: <u> </u>	Abstain: <u> </u>
Scott Patton	Aye: <u> X </u>	No: <u> </u>	Absent: <u> </u>	Abstain: <u> </u>
Jim Bingham	Aye: <u> </u>	No: <u> </u>	Absent: <u> X </u>	Abstain: <u> </u>

**12.3 REVIEW OF
RODGERS
RANCH
MASTER PLAN:**

Superintendent, Jared Caylor shared that this is and informational item. It is a priority of the board and several years ago a Master Plan was established. What next steps would the Board like to take? Is there a need for further development? What is the long term vision?

The Board would like to have a meeting which included Administration, Board Members, Scholarships Committee members to make sure that everyone is on the same page.

Superintendent, Jared Caylor shared that if we schedule a workshop, it would have to be held in an open session meeting. The Board requested to also have the Ag Teachers and Felipe Sanchez Present. Superintendent, Caylor mentioned that if the district required Felipe to be there, he would need to be paid. The Board is okay with paying Felipe to attend the meeting. This will be before Thanksgiving and after Halloween.

**12.4 CAREER
TECHNICAL ED
FACILITIES
PROGRAM
APPLICATION:**

A motion was made by Scott Patton and seconded by Bill Mache to approve the Career Technical Ed Facilities Program Application. There being no further discussion, the Board voted unanimously to approve the application.

The vote is as follows:

Ken Vaughan	Aye: <u> X </u>	No: <u> </u>	Absent: <u> </u>	Abstain: <u> </u>
William Mache	Aye: <u> X </u>	No: <u> </u>	Absent: <u> </u>	Abstain: <u> </u>
Todd Henderson	Aye: <u> X </u>	No: <u> </u>	Absent: <u> </u>	Abstain: <u> </u>
Scott Patton	Aye: <u> X </u>	No: <u> </u>	Absent: <u> </u>	Abstain: <u> </u>
Jim Bingham	Aye: <u> </u>	No: <u> </u>	Absent: <u> X </u>	Abstain: <u> </u>

**12.5 CSBA
CONFERENCE:**

Superintendent, Jared Caylor shared that this item is for informational purpose only. The meeting is November 29-December 1, 2018. This is professional development for board members. Scott and Ken are interested in attending. Superintendent, Jared Caylor will work on registering those who decide they would like to attend.

The vote is as follows:

Ken Vaughan	Aye: <u> X </u>	No: <u> </u>	Absent: <u> </u>	Abstain: <u> </u>
William Mache	Aye: <u> X </u>	No: <u> </u>	Absent: <u> </u>	Abstain: <u> </u>
Todd Henderson	Aye: <u> X </u>	No: <u> </u>	Absent: <u> </u>	Abstain: <u> </u>
Scott Patton	Aye: <u> X </u>	No: <u> </u>	Absent: <u> </u>	Abstain: <u> </u>
Jim Bingham	Aye: <u> </u>	No: <u> </u>	Absent: <u> X </u>	Abstain: <u> </u>

**12.6 CITIZENS BOND
OVERSIGHT
COMMITTEE
ANNUAL REPORT:**

Superintendent, Jared Caylor shared that this is an information item only and no action is required. This report was presented to the Bond Committee on June 6, 2018. The Crickets will not affect the warranty on the roof and the district will issue final payment soon.

**12.7 APPROVAL OF
2017-18 UNAUDITED
ACTUAL FINIANCIAL
STATEMENTS:**

A motion was made by Ken Vaughan and seconded by Scott Patton to approve the 2017-18 Unaudited Actual Financial Statements with a positive certification. CBO, Christine Towne was pleased to present to the Board and audience for the very first time. Some highlights include:

- Year-end financial statements as of June 30th
- SACS Reports for all district funds

- Report of activities in all district funds in 2016-17
- Unspent funds or reserves that are carried forward
- Used by external auditors to prepare the official audit report
- All actual fiscal transactions of the district

Comparisons (unrestricted fun balance, reserves)

Beginning Fund Balance	1,588,302	1,588,302	0
Increase/Dec to Fund Bal	-288,149	804,922	516,773
Ending Fund Balance	1,300,153	2,393,224	1,093,071

The vote is as follows:

Ken Vaughan	Aye: <u> X </u>	No: <u> </u>	Absent: <u> </u>	Abstain: <u> </u>
William Mache	Aye: <u> X </u>	No: <u> </u>	Absent: <u> </u>	Abstain: <u> </u>
Todd Henderson	Aye: <u> X </u>	No: <u> </u>	Absent: <u> </u>	Abstain: <u> </u>
Scott Patton	Aye: <u> X </u>	No: <u> </u>	Absent: <u> </u>	Abstain: <u> </u>
Jim Bingham	Aye: <u> </u>	No: <u> </u>	Absent: <u> X </u>	Abstain: <u> </u>

**12.8 PUBLIC
HEARING FOR
RESOLUTION
NO. 409:**

Public Hearing Opened at 8:26 p.m.
Public Hearing Closed at 8:26 p.m.

**12.9 RESOLUTION
NO. 409 FOR 2018-19
SCHOOL YEAR:**

A motion was made by Scott Patton and seconded by Bill Mache to approve Resolution No. 409. This is for Sufficiency of Instructional Material for the 2018-19 school year. There being no further discussion, the Board voted unanimously to approve Resolution No. 409.

The vote is as follows:

Ken Vaughan	Aye: <u> X </u>	No: <u> </u>	Absent: <u> </u>	Abstain: <u> </u>
William Mache	Aye: <u> X </u>	No: <u> </u>	Absent: <u> </u>	Abstain: <u> </u>
Todd Henderson	Aye: <u> X </u>	No: <u> </u>	Absent: <u> </u>	Abstain: <u> </u>
Scott Patton	Aye: <u> X </u>	No: <u> </u>	Absent: <u> </u>	Abstain: <u> </u>
Jim Bingham	Aye: <u> </u>	No: <u> </u>	Absent: <u> X </u>	Abstain: <u> </u>

**12.10 ADOPTION OF
GANN LIMIT
RESOLUTION NO. 410:**

A motion was made by Scott Patton and seconded by Ken Vaughan to approve Resolution No. 410. This is the GANN Limit Resolution. There being no further discussion, the Board voted unanimously to approve Resolution No.

The vote is as follows:

Ken Vaughan	Aye: <u> X </u>	No: <u> </u>	Absent: <u> </u>	Abstain: <u> </u>
William Mache	Aye: <u> X </u>	No: <u> </u>	Absent: <u> </u>	Abstain: <u> </u>
Todd Henderson	Aye: <u> X </u>	No: <u> </u>	Absent: <u> </u>	Abstain: <u> </u>
Scott Patton	Aye: <u> X </u>	No: <u> </u>	Absent: <u> </u>	Abstain: <u> </u>
Jim Bingham	Aye: <u> </u>	No: <u> </u>	Absent: <u> X </u>	Abstain: <u> </u>

**12.11 UPDATE TO
AR 3553:**

A motion was made by Bill Mache and seconded by Scott Patton to approve the update to AR 3553 which is for Free/Reduced Lunch Restrictions.

The vote is as follows:

Ken Vaughan	Aye: <u>X</u>	No: _____	Absent: _____	Abstain: _____
William Mache	Aye: <u>X</u>	No: _____	Absent: _____	Abstain: _____
Todd Henderson	Aye: <u>X</u>	No: _____	Absent: _____	Abstain: _____
Scott Patton	Aye: <u>X</u>	No: _____	Absent: _____	Abstain: _____
Jim Bingham	Aye: _____	No: _____	Absent: <u>X</u>	Abstain: _____

**12.12 BUDGET/LCAP
UPDATE FROM
TCDE:**

Superintendent, Jared Caylor that an official notice was received from TCDE commending the district on not deficit spending and for the great job being done with the Budget/LCAP. This is an information item only. No action is needed.

**12.13 RESOLUTION
NO. 411:**

A motion was made by Scott Patton and seconded by Bill Mache to approve Resolution No. 411. This is a resolution stating that governing board has determined that school facilities within the Corning Union High School District within Tehama County need to be modernized and/or constructed. Superintendent, Jared Caylor shared that all 7 billion dollars has been allocated but the district's application is still pending. It is highly likely that other projects will fall off however, there is no guarantee. The project manager, Zane Schraeder recommended that the district submit the application and be hopeful. There being no further discussion, the Board voted unanimously to approve Resolution No. 411.

The vote is as follows:

Ken Vaughan	Aye: <u>X</u>	No: _____	Absent: _____	Abstain: _____
William Mache	Aye: <u>X</u>	No: _____	Absent: _____	Abstain: _____
Todd Henderson	Aye: <u>X</u>	No: _____	Absent: _____	Abstain: _____
Scott Patton	Aye: <u>X</u>	No: _____	Absent: _____	Abstain: _____
Jim Bingham	Aye: _____	No: _____	Absent: <u>X</u>	Abstain: _____

12.14 AMS PROPOSAL:

A motion was made by Bill Mache and seconded by Ken Vaughan to approve the American Modular Systems Proposal (AMS). The total is \$1,454,700 and the proposal schedule is as follows:

Signed Proposal	9/18/18
DSA Approval	12/18
Purchase Order	10/19/18
Colors	11/1/18
Deliver/Set	5/19
Completion	8/19

There being no further discussion, the Board voted unanimously to approve the AMS Proposal.

The vote is as follows:

Ken Vaughan	Aye: <u>X</u>	No: _____	Absent: _____	Abstain: _____
William Mache	Aye: <u>X</u>	No: _____	Absent: _____	Abstain: _____
Todd Henderson	Aye: <u>X</u>	No: _____	Absent: _____	Abstain: _____
Scott Patton	Aye: <u>X</u>	No: _____	Absent: _____	Abstain: _____
Jim Bingham	Aye: _____	No: _____	Absent: <u>X</u>	Abstain: _____

**12.15 RESOLUTION
NO. 412:**

A motion was made by Bill Mache and seconded by Ken Vaughan to approve Resolution No. 412. This is authorizing the issuance and sale of its general obligation bonds, 2016 election, 2018 series B in an aggregate principal amount not to exceed two million seven hundred thousand dollars.

There being no further discussion, the Board voted unanimously to approve Resolution No. 412.

The vote is as follows:

Ken Vaughan	Aye: <u>X</u>	No: _____	Absent: _____	Abstain: _____
William Mache	Aye: <u>X</u>	No: _____	Absent: _____	Abstain: _____
Todd Henderson	Aye: <u>X</u>	No: _____	Absent: _____	Abstain: _____
Scott Patton	Aye: <u>X</u>	No: _____	Absent: _____	Abstain: _____
Jim Bingham	Aye: _____	No: _____	Absent: <u>X</u>	Abstain: _____

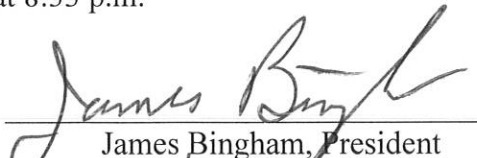
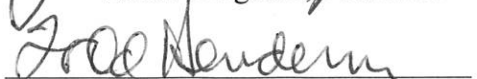
**12.16 FUTURE
AGENDA
ITEMS:**

The Rodgers Ranch Master Plan and meeting will be scheduled before Thanksgiving and after Halloween.

13. ADJOURNMENT:

The meeting adjourned at 8:33 p.m.

Approved


James Bingham, President

Todd Henderson, Clerk

Corning Union High School Special School Board Meeting

DATE October 11, 2018

TYPE OF MEETING:
Special

TIME: 6:00 P.M.

MEMBERS ABSENT:
William Mache, Jim Bingham

PLACE: Corning Union High School
Library

VISITORS:

MEMBERS PRESENT:

Scott Patton
Todd Henderson, Ken Vaughan

SCHOOL DISTRICT REPRESENTATIVES:

Jared Caylor, District Superintendent
Jessica Marquez, Administrative Assistant to Superintendent

THE CORNING UNION HIGH SCHOOL -

1. **CALL TO ORDER:** The meeting was called to order at 5:59 p.m. by Board Clerk
Todd Henderson
2. **PLEDGE OF**
 ALLEGIANCE: Board Clerk, Todd Henderson asked the Board and audience to stand
for the flag salute.
3. **ROLL CALL:** Board Clerk, Todd Henderson asked for a roll call.
Attendance is as follows:
 - Scott Patton
 - Todd Henderson
 - Ken Vaughan
4. **PUBLIC COMMENT:** There was no public comment.
5. **APPROVAL OF**
 MODIFICATION
 OF THE REGULAR
 SCHEDULED
 BOARD MEETING: A motion was made by Scott Patton and seconded by Ken Vaughan
to approve the modification of the regular scheduled board meeting
from Thursday, October 18th to Thursday, October 25th. There being no
further discussion, the Board voted unanimously to approve the
modification.

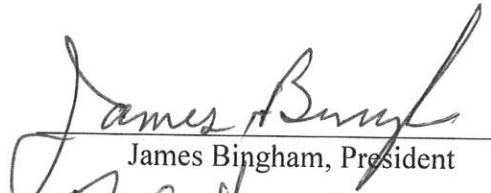
The vote is as follows:


Ken Vaughan	Aye:	<u>X</u>	No:	_____	Absent:	_____	Abstain:	_____
William Mache	Aye:	_____	No:	_____	Absent:	<u>X</u>	Abstain:	_____
Todd Henderson	Aye:	<u>X</u>	No:	_____	Absent:	_____	Abstain:	_____
Scott Patton	Aye:	<u>X</u>	No:	_____	Absent:	_____	Abstain:	_____
Jim Bingham	Aye:	_____	No:	_____	Absent:	<u>X</u>	Abstain:	_____

6. ADJOURNMENT:

The meeting was adjourned at 6:00 p.m.

Approved


James Bingham, President


Todd Henderson, Clerk

Checks Dated 09/01/2018 through 10/09/2018

Board Meeting Date October 24, 2018

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
40170990	09/05/2018	U.S. BANK CORPORATE PAYMENT SYSTEM	01-4300	ASSET- FRAME	202.70	
				ASSETS- COFFEE SUPPLIES	109.08	
				ASSETS- FOOTBALL COFFEE CART	411.94	
				AUGUST FOOD - FOOD/NUTRITION CLASS	199.25	
				COPY CENTER	133.90	
				NETWORKING AND CABLING SUPPLIES	113.66	
				RETIREMENT PLAQUE	34.40	
				Sheet Music for Pep Band	280.17	
				TARGET ONLINE-SPIRAL NOTEBOOKS	160.87	
				TEMP MONITORING SENSORS FOR TELCO AND SERVER ROOMS	467.36	
			01-4311	CHEER CAMP - DISTRICT VEHICLE FUEL	202.89	
			01-4400	CAL CARD (EBAY) AC HEAT PUMP	2,362.85	
			01-5200	CETPA CONF LODGING SACRAMENTO 11/13/18 - 11/16/18	421.80	
				CREDIT PN CONSTR. TECH CURRICULUM LODGING - 7/31/18	62.19	
			01-5800	FIRST AID/CPR TRAINING COACHES (AM RED CROSS)	175.00	
				LANDFILL FEES	42.17	
			01-5904	RETURNS - POSTAGE FEE	15.52	
			13-4700	ALL STAFF BREAKFAST / LUNCH	869.31	
				Unpaid Sales Tax	196.13	5,944.55
40171086	09/06/2018	A-Z BUS SALES	01-4300	TRANS PARTS/SUPPLIES	376.45	
				Unpaid Sales Tax	.83	375.62
40171087	09/06/2018	ALICE TRAINING INSTITUTE, LLC	01-5200	ALICE TRAINING		1,420.00
40171088	09/06/2018	AMAZON CAPITAL SERVICES, INC	01-4100	PN Grant Dual Enrollment Text Books	409.91	
			01-4200	CTE CHILD DEVELOPMENT BOOKS	53.20	
			01-4300	DESKTOP PC SPEAKERS	94.72	
				SUPPLIES	500.22	
				WEBCAM FOR AERIES STUDENT PHOTO	29.62	1,087.67
40171089	09/06/2018	AMERIPRIDE UNIFORMS SERVICES	01-5500	LAUNDRY SERVICE CUSTODIAL/M&O	204.72	
				TRANS LAUNDRY SERVICE	52.00	
			01-5508	UNIFORMS M&O	331.34	588.06
40171090	09/06/2018	CDW GOVERNMENT	01-4300	WIRELESS ACCESS POINT MOUNT FOR WHITE BARN		52.13

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Checks Dated 09/01/2018 through 10/09/2018

Board Meeting Date October 24, 2018

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
40171091	09/06/2018	CITY OF CORNING	01-5502	CUHS WATER/SEWER COR0154 & COR0194	4,350.84	
				TRANS WATER/SEWER COR 0037 & COR0176	95.60	4,446.44
40171092	09/06/2018	CORNING ACE HARDWARE	01-4300	M&O SUPPLIES		226.98
40171093	09/06/2018	ECOAIR & REFRIGERATION	01-5800	M&O REFRIGERATION		95.00
40171094	09/06/2018	ESCAPE TECHNOLOGY INC	01-5200	PROF DEV - BEYOND ESCAPE SACRAMENTO OCT 29-30 2018		1,400.00
40171095	09/06/2018	GREAT AMERICA FINANCIAL SERVICES CORPORATION	01-7438	PHONE SYSTEM LEASE	316.17	
			01-7439	PHONE SYSTEM LEASE	1,048.07	1,364.24
40171096	09/06/2018	GREEN WASTE OF TEHAMA	01-5506	DISPOSAL R-FARM 4018-2763626		117.04
40171097	09/06/2018	HUE & CRY INC.	01-5507	ALARM/FIRE SERVICE		185.00
40171098	09/06/2018	HUNT & SONS, INC	01-4311	GASOLINE	1,279.41	
			01-4312	DIESEL	2,132.04	3,411.45
40171099	09/06/2018	ITSAVVY LLC	01-4400	MS SURFACE PRO FOR CHARLIE		1,103.13
40171100	09/06/2018	JANET LAWRENCE	01-5211	UC CONF OAKLAND 9/9/19 MEALS		52.00
40171101	09/06/2018	MCCOY'S HARDWARE & FARM SUPPLY	01-4300	M&O SUPPLIES		350.65
40171102	09/06/2018	NOR-CAL TOILET RENTALS	01-5600	SOCCER/ RENTAL SERVICES	86.52	
				TOILET RENTAL - STAGE COACH RD Repairs	148.65	235.17
40171103	09/06/2018	NORTH WOODWINDS EDWARD S. LUCE	01-5600		420.15	
				Unpaid Sales Tax	.17	419.98
40171104	09/06/2018	LYNDSEY S. NYE	01-5211	UC CONF OAKLAND 9/9/19 MEALS		52.00
40171105	09/06/2018	OFFICE DEPOT	01-4300	Attendance Office	40.58	
				CHAIR - TEACHER DESK	129.29	
				CLASSROOM AND CLASS ADVISOR SUPPLIES	984.17	
				FFA Officer Binders/Dividers	44.99	
				M&O OFFICE SUPPLIES	113.69	
				OFFICE SUPPLIES FOR SPECIAL EDUCATION DEPT	180.92	
				OFFICE/TEACHER SUPPLIES	1,239.13	
				P.E. CLASS SUPPLIES	33.93	
				PE SUPPLIES	895.99	3,662.69
40171106	09/06/2018	P G & E	01-5503	RFARM ELECTRIC 1469483914-4	399.78	
				TRANS GAS/ELECTRIC 6939801749-6	208.05	
			01-5504	TRANS GAS/ELECTRIC 6939801749-6	16.66	
			19-5503	RANCH ELECTRIC 1427817250-8 & 0085264916-9	1,414.88	2,039.37

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Checks Dated 09/01/2018 through 10/09/2018

Board Meeting Date October 24, 2018

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
40171107	09/06/2018	PITNEY BOWES PURCHASE POWER POSTAGE	01-5904	POSTAGE FEES		1,129.36
40171108	09/06/2018	REFLECTIVE IMAGE MANUFACTURING CORP	01-4300	MAGNETIC SIGNS	77.58	
40171109	09/06/2018	SACRAMENTO CO OFFICE OF EDUCATION ATTN: FIN SERV	01-5200	CAASPP/ELPAC TESTING PD SAC 9/18/18	5.58-	72.00
40171110	09/06/2018	SCHOLASTIC MAGAZINE	01-4200	CLASSROOM - NY TIMES SUBSCRIPTION		384.62
40171111	09/06/2018	CLEMENTINA TORRES	01-5211	UC CONF OAKLAND 9/9/19 MEALS		52.00
40171112	09/06/2018	VALLEY IND. COMMUNICATIONS	01-5900	COMMUNICATIONS - ROUND MTN & SOUTHFORK		225.00
40171113	09/06/2018	VERIZON WIRELESS	01-5902	DISTRICT CELL PHONE SERVICE		30.51
40171114	09/06/2018	W.W. GRAINGER, INC.	01-4300	M&O SUPPLIES		569.61
40171115	09/06/2018	WASTE MANAGEMENT	01-5506	CENT DISPOSAL 4-02058-55008	514.19	
				CUHS DISPOSAL 4-02058-65006	130.30	644.49
40171116	09/06/2018	WEST COAST PAPER	01-4300	COPY CENTER PAPER SUPPLIES	603.44	
				Unpaid Sales Tax	1.41-	602.03
40171307	09/11/2018	PAUL T. ADEMA	01-5200	GOOGLE TRAINING TCDE 09/06/18		23.22
40171308	09/11/2018	ANDREA M. BEAUMONT	01-5200	GOOGLE TRAINING TCDE 09/06/18		23.22
40171309	09/11/2018	ALFRED D. DRUM	11-5202	AUGUST 2018 MILEAGE		22.13
40171310	09/11/2018	FORD CREDIT DEPT 67-434	01-7438	2016 FORD TRANSIT	795.86	
			01-7439	2016 FORD TRANSIT	12,244.39	13,040.25
40171311	09/11/2018	JANET LAWRENCE	01-5200	CSU CONF SACRAMENTO 09/18/18 MEALS		30.00
40171312	09/11/2018	DAVID A. MESSMER	01-5200	AERIES CONF SACRAMENTO 10/07/18		52.00
40171313	09/11/2018	DOMINGA T. MOYER	01-5200	CEDR CONF SAN DIEGO 10/02/18 MEALS		176.00
40171314	09/11/2018	LYNDSEY S. NYE	01-5200	CSU CONF SACRAMENTO 09/18/18 MEALS		30.00
40171315	09/11/2018	CASSIE A. RIDDLE	01-5200	CEDR CONF SAN DIEGO 10/02/18 MEALS	176.00	
				EAGLE CONF SACRAMENTO 10/08/18	38.00	
				MEALS		
			01-5211	CEDR CONF SAN DIEGO 10/02/18 MILEAGE	115.54	
				EAGLE CONF SACRAMENTO 10/08/18	124.26	453.80
				MILEAGE		
40171316	09/11/2018	CLEMENTINA TORRES	01-5200	CSU CONF SACRAMENTO 09/18/18 MEALS		30.00

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Checks Dated 09/01/2018 through 10/09/2018

Board Meeting Date October 24, 2018

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40171317	09/11/2018	PAUL W. TRAVERS	01-5211	GOOGLE TRAINING TCDE 09/06-07/18 MILEAGE		48.18
40171318	09/11/2018	DOUGLAS L. VERNER	01-5200	AERIES CONF SACRAMENTO 10/07/18 MEALS	52.00	
40171319	09/11/2018	DENNIS C. WYMAN	01-5211	AERIES CONF SACRAMENTO 10/07/18 MILEAGE	125.35	177.35
			01-5200	CAASPP CONF SACRAMENTO 09/18/18 MEALS	18.00	
40171544	09/14/2018	AMAZON CAPITAL SERVICES, INC	01-5211	CAASPP CONF SACRAMENTO 09/18/18 MILEAGE	385.86	403.86
40171545	09/14/2018	AMERICAN TIME & SIGNAL	01-4300	M & O SUPPLIES	143.86	
40171546	09/14/2018	AMERIPRIDE UNIFORMS SERVICES	01-4300	Stand up Desk	226.00	369.86
			01-4300	CLOCKS (BATTERY BOOST) M & O		469.21
40171547	09/14/2018	AT&T	01-5500	LAUNDRY SERVICE CUSTODIAL/M&O	129.97	
40171548	09/14/2018	BIG TIME PEST CONTROL BULLERT ENTERPRISES	01-5500	TRANS LAUNDRY SERVICE	52.00	
			01-5508	UNIFORMS M&O	272.41	454.38
			01-5901	TELEPHONE CALNET 3 SERVICE	50.00	305.65
			01-5505	CENT PEST CONTROL	200.00	
				CUHS PEST CONTROL	50.00	
				RFARM PEST CONTROL	50.00	
				TRANS PEST CONTROL	50.00	350.00
40171549	09/14/2018	CDW GOVERNMENT	01-4300	DISTRICT PRINTER INK		346.48
40171550	09/14/2018	CITY OF CORNING	01-5502	CENT WATER/SEWER COR0037 & COR0176		668.75
40171551	09/14/2018	CORNING ACE HARDWARE	01-4300	M&O SUPPLIES		27.11
40171552	09/14/2018	CORNING CHEVROLET BUICK	01-4300	PARTS/SERVICES		100.60
40171553	09/14/2018	CORNING FORD MERCURY	01-4300	TRANS PARTS		188.39
40171554	09/14/2018	CORNING LUMBER COMPANY	01-4300	M&O SUPPLIES		26.54
40171555	09/14/2018	DUBUQUE BANK & TRUST COMPANY	01-7438	QZAB LOAN PMT	9,443.21	
			01-7439	QZAB LOAN PMT	26,556.79	36,000.00
40171556	09/14/2018	FARWEST STEEL CORPORATION	01-4300	MATERIAL FOR ALL CLASSES		2,792.27
40171557	09/14/2018	FASTENAL	01-4300	METAL SHOP		124.85
40171558	09/14/2018	GUY RENTS INC.	01-4300	GROUNDS PARTS	124.45	
				Unpaid Sales Tax	.29	124.16
40171559	09/14/2018	HUNT & SONS, INC	01-4311	GASOLINE	399.85	
40171560	09/14/2018	IEC POWER, LLC	01-4312	DIESEL	1,100.50	1,500.35
40171561	09/14/2018	MCCOY'S HARDWARE & FARM SUPPLY	01-5699	SOLAR		1,181.79
			01-4300	Open PO for Fair Supplies	346.22	

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Checks Dated 09/01/2018 through 10/09/2018

Board Meeting Date October 24, 2018

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40171561	09/14/2018	MCCOY'S HARDWARE & FARM SUPPLY	01-4300	R FARMHOUSE SUPPLIES - INSTRUCTIONAL MATERIALS	88.36	
40171562	09/14/2018	MT. SHASTA SPRING WATER CO.INC	19-4300 01-5800	RANCH SUPPLIES I-2 OFFICE WATER 119115I-2	106.58 75.74	541.16
40171563	09/14/2018	NAVMAN WIRELESS NORTH AMERICA	01-5900	WATER - J-9 COUNSELING SERVICES	15.77	
40171564	09/14/2018	NORCAL TRUCKS, INC NORCAL KENWORTH ANDERSON	01-4300	WATER SERVICE TRANS GPS SERVICE TRANS PARTS/SUPPLIES	32.54	124.05 245.15 77.72
40171565	09/14/2018	OFFICE DEPOT	01-4300	CREDIT	78.04-	
40171566	09/14/2018	OLIVE CITY AUTO PARTS DERODA.INC	01-4300	office supplies CREDIT	381.03 447.85-	302.99
40171567	09/14/2018	PITNEY BOWES GLOBAL FIN. SVCS LEASE	01-5620	TRANS PARTS/SUPPLIES	1,506.85	1,182.85
40171568	09/14/2018	RICOH USA, INC.	11-5620	TRANS PURCHASES FOR M&O POSTAGE LEASE	123.85	618.66
40171569	09/14/2018	SCHOOL SPECIALTY INC	01-4300	AD ED COPIER LEASE 72073-1021451ML LEADERSHIP		149.78
40171570	09/14/2018	TREETOP PUBLISHING	01-4300	ART SUPPLIES	260.53	536.49
40171571	09/14/2018	W.W. GRAINGER, INC.	01-4300	M&O SUPPLIES	17.15-	243.38
40171572	09/14/2018	WOODWORKER'S SUPPLY, INC.	01-4300	Unpaid Sales Tax Woodshop Supplies Proctor	109.84	124.88
40171573	09/14/2018	WURTH USA, INC	01-4300	TRANS PARTS/SUPPLIES	6.54-	103.30
40171869	09/19/2018	ACCREDITING COMMISSION	01-5300	18-19 ANNUAL ACCREDITATION MEMBERSHIP		148.28 1,020.00
40171870	09/19/2018	ACSA TEHAMA CHARTER BARBARA THOMAS	01-5300	ACSA TEHAMA CHARTER MEMBERSHIP		225.00
40171871	09/19/2018	ASSOC. OF CALIF. SCHOOL ADMIN ATTN: MEMBERSHIP PROCESSING	01-5200	ACSA PERSONNEL ADMIN ACADEMY	408.93	
40171872	09/19/2018	CALIFORNIA'S VALUED TRUST	01-5300 01-3402 01-3701 01-3702 76-9513 76-9551	ACSA PERSONNEL ADMIN ACADEMY PRINCIPAL - ACSA MEMBERSHIP SEPT 2018 TRUSTEE M/D/V ADJ-ADD ROMO SEPT 2018 SEPT 2018 RETIREE M/D/V ADJ-TERM L HOGAN SEPT 2018 RETIREE M/D/V ADJ JULY J HUNT SEPT 2018 MEDICAL ADJ JULY J HUNT	315.77 1,083.11 3,429.77 1,928.40 2,695.45 1,432.40- 5,204.78 844.00 124,393.00 5.70	1,807.81

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Checks Dated 09/01/2018 through 10/09/2018

Board Meeting Date October 24, 2018

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
40171872	09/19/2018	CALIFORNIA'S VALUED TRUST	76-9551	ADJ-CORR LIFE AUG	5.70-	
				SEPT 2018 LIFE	119.70	
			76-9552	ADJ JULY J HUNT	148.95	
				SEPT 2018 DENTAL	16,451.90	
			76-9553	ADJ JULY J HUNT	23.18	
				SEPT 2018 VISION	2,138.36	
40171873	09/19/2018	JARED K. CAYLOR	01-5202	AUG LOCAL MILEAGE REIM.		155,945.09
40171874	09/19/2018	CHICO ENVIRONMENTAL	21-6240	BOND-MODERNIZATION IS/MND/NOC/NOI	4,444.00	76.74
				BOND-MODERNIZATION:DECL/LETTERS/FI LING	1,796.00	
40171875	09/19/2018	CITY OF CORNING POLICE DEPT.	01-5800	2018-19-AUG - SCHOOL RESOURCE OFFICER		6,240.00
40171876	09/19/2018	DANNIS WOLIVER KELLEY	01-5801	LEGAL - BOARD	285.00	
				LEGAL - GENERAL LEDGER	1,472.00	
				LEGAL - PERSONNEL	899.33	
40171877	09/19/2018	FOUNDATION FOR EDUCATIONAL ADMINISTRATION	19-5801	RANCH-LEGAL-JOINT OCCUPANCY	292.50	2,948.83
40171878	09/19/2018	JACK SCHREDER & ASSOCIATES	01-5200	FELTON - INDUCTION PROGRAM - YEAR 1		1,000.00
40171879	09/19/2018	KCOE ISOM	21-6272	BOND-SCHOOL FACILITY PROJECT		5,582.50
			01-5802	17/18 AUDIT - PROGRESS 3	700.00	
40171880	09/19/2018	LATISHA CONNALLY SALINAS	01-5202	17/18 AUDIT - PROGRESS 4	12,610.50	13,310.50
				AUG 2018 -HOME TO SCHOOL STUDENT TRANSPORTATION		649.64
40171881	09/19/2018	OSCAR'S OSCAR REDES	21-6170	SIGNAGE FOR STADIUM (BOND)		193.95
40171882	09/19/2018	TEHAMA COUNTY DEPT OF ENVIRONMENTAL HEALTH	01-5800	HAZ WASTE/MATERIALS SURCHARGE	768.00	
			13-5800	ANNUAL HEALTH INSPECTION -SCHOOL CAFETERIA	176.00	
40171883	09/19/2018	CHRISTINE D. TOWNE	01-5202	CENT - SCHOOL SATELLITE FOOD	115.50	1,059.50
40171884	09/19/2018	ZANE SCHREDER DBA SCHREDER & ASSOCIATES	21-6250	JULY-SEPT CBO LOCAL MILEAGE REIM		298.17
40171885	09/19/2018	AMERIPRIDE UNIFORMS SERVICES	13-5500	REIM FACILITY PROJECT FEES		2,330.75
				CAFE AMERRIPRIDE UNIFORM 2017-2018 SCHOOL YEAR		551.15
40171886	09/19/2018	CRYSTAL CREAMERY	13-4700	DAIRY		6,009.74
40171887	09/19/2018	FRANZ FAMILY BAKERY	13-4700	BREAD		994.98
40171888	09/19/2018	FROZEN GOURMET INC	13-4700	ICE CREAM		547.68
40171889	09/19/2018	GOLD STAR FOODS, INC	13-4300	SUPPLIES	245.00	
			13-4700	FOOD	6,200.46	6,445.46
40171890	09/19/2018	MARCO'S PIZZA	13-4700	PIZZA		2,730.00
40171891	09/19/2018	PRO PACIFIC FRESH	13-4700	FOOD	8,938.75	

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40171891	09/19/2018	PRO PACIFIC FRESH	13-4700	FRUIT \ VEGGIES	700.29	9,639.04
40171892	09/19/2018	PRODUCERS DAIRY FOODS, INC	13-4700	ICE CREAM		470.40
40171893	09/19/2018	SAV-MOR FOODS	13-4700	FOOD		202.15
40171894	09/19/2018	SYSCO SACRAMENTO, INC.	13-4300	FOOD	2,923.37	
				SUPPLIES	598.76	3,522.13
40171895	09/19/2018	THE DANIELSEN COMPANY	13-4300	SUPPLIES	2,148.59	
				FOOD	8,516.59	10,665.18
40171993	09/20/2018	AG LEADERSHIP C/O SHASTA COLLEGE	01-5800	SHASTA COLLEGE WELD ACADEMY		160.00
40171994	09/20/2018	AMAZON CAPITAL SERVICES, INC	01-4200	ASSETS- FAMILY LITERACY	24.68	
				FOR PETERSON'S NON-FICTION CLASS	392.66	
				BUS BARN - WIRELESS ACCESS POINT	284.05	
				J2 TOILETING NEEDS	88.45	
				MADAY CHROMEBOOK HEADPHONES	139.50	
				TRANS DETAILING SUPPLIES	34.97	964.31
40171995	09/20/2018	AMERIPRIDE UNIFORMS SERVICES	01-5500	LAUNDRY SERVICE CUSTODIAL/M&O	210.06	
				TRANS LAUNDRY SERVICE	52.00	
40171996	09/20/2018	BAKER DISTRIBUTING COMPANY	01-5508	UNIFORMS M&O	174.79	436.85
			01-4300	HVAC/ELECTRICAL ITEMS	1,044.10	
				Unpaid Sales Tax	2.42-	1,041.68
40171997	09/20/2018	BUTTE COUNTY OFFICE OF ED GLORIA HALLEY	01-5200	ASSETS- REGION 2 CONFERENCE		36.00
40171998	09/20/2018	CASBO SHASTA CASCADE SECTION	01-5200	CASBO FALL CONFERENCE - OCT 18		90.00
40171999	09/20/2018	CDW GOVERNMENT	01-4300	DISTRICT PRINTER INK	13.79	
				MFP SCANNER FOR G WING	222.88	
			01-4400	CLASSROOM PROJECTOR SPARES	1,774.93	
			01-5833	MS OFFICE LICENSE FOR CHARLIE SURFACE	56.00	2,067.60
40172000	09/20/2018	CITY OF CORNING	01-5502	CUHS WATER/SEWER COR0154 & COR0194	131.56	
				CUHS WATER/SEWER COR0157 & COR0194	3,829.90	3,961.46
40172001	09/20/2018	CORNING ACE HARDWARE	01-4300	M&O SUPPLIES	63.55	
				R FARMHOUSE	90.65	154.20
40172002	09/20/2018	CORNING LUMBER COMPANY	01-4300	SUPPLIES - INSTRUCTIONAL MATERIALS		160.85
40172003	09/20/2018	DATA MEMORY SYSTEMS	01-4300	M&O SUPPLIES	54.93	
				RAM FOR WILKINS PC	3.95-	50.98
40172004	09/20/2018	EAGLE SOFTWARE	01-5200	Unpaid Sales Tax		1,800.00
40172005	09/20/2018	HOUGHTON MIFFLIN HARCOURT	01-4300	AERIES TRAINING FOR ATTENDANCE		204.69
				SPEC ED TESTING MATERIALS		
The preceding Checks have been issued in accordance with the District's Policy and authorization of the Board of Trustees. It is recommended that the preceding Checks be approved.						
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The preceding Checks have been issued in accordance with the District's Policy and authorization of the Board of Trustees. It is recommended that the preceding Checks be approved.

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Checks Dated 09/01/2018 through 10/09/2018

Board Meeting Date October 24, 2018

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
40172006	09/20/2018	HUE & CRY INC.	01-5507	ALARM/FIRE SERVICE	3,492.72	
				CREDIT	120.00-	3,372.72
40172007	09/20/2018	HUNT & SONS, INC	01-4311	GASOLINE	825.83	
40172008	09/20/2018	LES SCHWAB	01-4312	DIESEL	1,879.18	2,705.01
			01-4313	M&O TIRE SERVICE	87.44	
40172009	09/20/2018	LODI IRRIGATION	01-5800	M&O TIRE SERVICE	10.50	97.94
40172010	09/20/2018	MCCOY'S HARDWARE & FARM SUPPLY	19-4300	RANCH SUPPLIES		47.10
			01-4300	M&O SUPPLIES	315.77	
				Open PO for Fair Supplies	64.28	
40172011	09/20/2018	MJB WELDING SUPPLY	19-4300	RANCH SUPPLIES	211.67	591.72
40172012	09/20/2018	MT. SHASTA SPRING WATER CO.INC	01-5800	BLANKET PO FOR CYLINDER EXCHAMGE		581.96
40172013	09/20/2018	NASCO	01-5800	WATER SERVICE		44.99
40172014	09/20/2018	NATIONAL STUDENT CLEARINGHOUSE	01-4200	CTE CHILD DEV/FOOD NUTR BOOKS		213.09
40172015	09/20/2018	NORCAL TRUCKS, INC NORCAL KENWORTH ANDERSON	01-5800	PN National Clearinghouse		425.00
			01-4300	TRANS PARTS/SUPPLIES		21.18
40172016	09/20/2018	OFFICE DEPOT	01-4300	ASSETS- ENRICHMENT	102.58	
				Attendance Office	9.05	
				Class Supplies	23.92	
				CLASSROOM SUPPLIES	170.99	
				LIBRARY SUPPLIES	88.66	
				OFFICE SUPPLIES FOR SPECIAL	146.61	
				EDUCATION DEPT		
				OFFICE/TEACHER SUPPLIES	11.46	
				PAPER	2,478.25	
40172017	09/20/2018	OLIVE CITY AUTO PARTS DERODA.INC	01-4300	Supplies	626.56	3,658.08
				M&O SUPPPPLIES	21.81	
40172018	09/20/2018	PATRICK'S PUMPING	13-5800	TRANS PURCHASES FOR M&O	176.58	198.39
				GREASE TRAP CLEAN OUT CAFETERIA	350.00	
40172019	09/20/2018	RAY MORGAN COMPANY	19-5800	SEPTIC PUMPING RODGER'S RANCH	650.00	1,000.00
40172020	09/20/2018	REDDING FREIGHTLINER, INC.	01-5620	MAINT AGREEMENT CANON & RICOH		3,001.32
			01-4300	CREDIT	61.04-	
				TRANS PARTS/SUPPLIES	261.74	200.10
40172021	09/20/2018	SCHAEFFER MFG. CO. DEPT 3518	01-4314	TRANS OIL	1,146.75	
				Unpaid Sales Tax	.60-	
40172022	09/20/2018	TEHAMA TEES	01-4300	ASSETS BAND CAMP	3.85-	1,142.90
				Unpaid Sales Tax		408.50

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Checks Dated 09/01/2018 through 10/09/2018

Board Meeting Date October 24, 2018

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
40172023	09/20/2018	U.S. BANK EQUIPMENT FINANCE	01-5620	CTE COPY CENTER CANON COPIER PAYMENT		609.14
40172024	09/20/2018	U.S. TELEPACIFIC DBA TPC COMMUNICATIONS	01-5901	TELEPHONE SERVICE 149142		739.09
40172025	09/20/2018	VALLEY TRUCK & TRACTOR	01-4300	GROUPS EQUIP PARTS	66.47	
40172026	09/20/2018	W.W. GRAINGER, INC.	01-4300	Unpaid Sales Tax	.15-	66.32
				Calculator batteries	87.28	
40172027	09/20/2018	WASTE MANAGEMENT	01-5506	CARR FIRE CLAIM # 190039 (FILTERS)	1,519.54	
40172028	09/20/2018	WEST COAST PAPER	01-4300	M&O SUPPLIES	270.01	
				CUHS DISPOSAL 13-88262-43003		1,876.83
				COPY CENTER PAPER SUPPLIES	161.25	1,085.03
40172376	09/26/2018	ASHLEY BOONE	01-5800	Unpaid Sales Tax	.37-	160.88
40172377	09/26/2018	CASBO	01-5200	REIM CHECK FEE - SCHOLARSHIP		12.00
40172378	09/26/2018	HARBERT ROOFING, INC	21-6200	CBO SYMPOSIUM - NOV 14-16, 2018		820.00
40172379	09/26/2018	MIRANDA SOUZA	01-5800	FINAL PAYMENT-GYM ROOF PROJ		7,861.32
40172380	09/26/2018	NICOLE CURIEL	01-5800	REIM STU CHECK FEE - SCHOLARSHIP		12.00
40172381	09/26/2018	NORTHERN SERVICES	21-6170	REIM STU CHECK FEE X2- SCHOLARSHIP		20.00
				N. SERVICES EQUIPMENT RENTAL (BOND) M & O		2,550.00
40172382	09/26/2018	PAOLA CEA	01-5800	REIM STU CHECK FEE - SCHOLARSHIP		19.00
40172383	09/26/2018	CHRISTINE D. TOWNE	01-5200	CLASS 1 - MEAL PER DIEM-ACSA PERSONNEL ACAD	84.00	
40172384	09/26/2018	U.S. BANK CM-9690	01-5211	CLASS 1 - MILEAGE REIM-ACSA PERSONNEL ACAD	199.47	283.47
40172385	09/26/2018	ZANE SCHREDER DBA SCHREDER & ASSOCIATES	01-5800	ANNUAL BOND ADMINISTRATIVE FEES		990.00
40172470	10/01/2018	U.S. BANK CORPORATE PAYMENT SYSTEM	21-6250	REIMBURSE-PHASE I ENVIRO REV DOC		1,500.00
			01-3902	VAUGHN HW OCT-DEC	869.73	
				VAUHGHN SP HW OCT-DEC	869.73	
			01-4200	DICTIONARIES	180.54	
				ENGLISH III BOOKS	116.55	
			01-4300	ASSETS- SUPPLIES -KINDNESS CLUB	30.71	
				AUGUST FOOD - FOOD/NUTRITION CLASS	114.09	
				BBQ SUPPLIES	28.25	
				BIP FOOD AND INCENTIVES	100.29	
				CLASS SUPPLIES	54.95	
				DISPLAY RACK- ALUMNI PICTURES	1,249.90	
				FFA SCRAPBOOK SUPPLIES	448.65	
				J2 ADAPTIVE MATERIALS	27.92	

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Checks Dated 09/01/2018 through 10/09/2018

Board Meeting Date October 24, 2018

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
40172470	10/01/2018	U.S. BANK CORPORATE PAYMENT SYSTEM	01-4300	J2 MATERIALS	51.72	
				J2- COOKING SUPPLIES	156.68	
				Music for Winter Concert	230.46	
				POSTER PRINTING	476.80	
				SEPT - FOOD - FOOD/NUTRITION CLASS	657.11	
				STUDENT HYGIENE PRODUCTS	21.82	
				WINDOW BLINDS D-5 (CAL CARD M & O)	27.48	
			01-4311	FUEL FOR FIELD HOCKEY	115.19	
			01-5200	LODGING - 7 CLASS PERSONNEL	144.12	
				ACADEMY SEPT-APRIL		
				PD FLASH WORKSHOP REG CHICO 9/28/18	270.00	
				PD UC CONF LODGING OAKLAND 9/09/18	453.00	
				PD WORKABILITY AIRFARE 11/5/18 - 11/7/18 ANAHEIM	659.92	
				PD WORKABILITY REGISTRATION 11/5/18 ANAHEIM	700.00	
			01-5833	PLURALSIGHT ONLINE IT TRAINING	199.00	
				SUBSCRIPTION DAVE		
			13-4300	SALAD CONTAINERS (CASH & CARRY)	257.40	
				Unpaid Sales Tax	89.90-	8,422.11
40172471	10/01/2018	A-Z BUS SALES	01-4300	TRANS PARTS/SUPPLIES		117.03
40172472	10/01/2018	AG LEADERSHIP C/O SHASTA COLLEGE	01-4300	SHASTA COLLEGE DAY 10/11/18 REGISTRATION	66.00	
			01-5800	SHASTA COLLEGE DAY 10/11/18 REGISTRATION	432.00	498.00
40172473	10/01/2018	ALL SPORTS EQUIPMENT & APPAREL	01-5800	ASSETS UNIFORM EMBROIDERY		106.98
40172474	10/01/2018	AMAZON CAPITAL SERVICES, INC	01-4200	EDUCATIONAL BOOKS	61.38	
			01-4300	calculators	1,145.40	
				PLOTTER PAPER	41.19	
				Supplies	155.31	1,403.28
40172475	10/01/2018	AMERIPRIDE UNIFORMS SERVICES	01-5500	LAUNDRY SERVICE CUSTODIAL/M&O	129.97	
				TRANS LAUNDRY SERVICE	104.00	
			01-5508	UNIFORMS M&O	175.29	409.26
40172476	10/01/2018	CATA MATT REED GRIDLEY HIGH SCHOOL	01-5200	CATA REG VARIED DATES/LOCATIONS		750.00
40172477	10/01/2018	COASTAL BUSINESS SYSTEMS, INC.	01-5620	CBO - COPIER	91.32	
				THREE COPIER PAYMENTS	3,540.08	
			13-5620	CAFE - COPIER	91.32	3,722.72

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Checks Dated 09/01/2018 through 10/09/2018

Board Meeting Date October 24, 2018

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
40172478	10/01/2018	CORNING ACE HARDWARE	01-4300	M&O SUPPLIES	17.74	
				R FARMHOUSE	1.73	19.47
40172479	10/01/2018	CORNING LUMBER COMPANY	01-4300	SUPPLIES - INSTRUCTIONAL MATERIALS		
				M&O SUPPLIES	332.92	
40172480	10/01/2018	DATA MEMORY SYSTEMS	01-4300	R FARMHOUSE	52.07	384.99
				SUPPLIES - INSTRUCTIONAL MATERIALS		
				RAM FOR MENDONSA PC	52.65	
40172481	10/01/2018	FAGEN FRIEDMAN & FULCROST LLP	01-5200	SP ED LEGAL CONF REG 11/2/18 SAC	3.67-	48.98
40172482	10/01/2018	HUNT & SONS, INC	01-4311	SP ED SYMPOSIUM 11/2/18 SACRAMENTO	385.00	
				GASOLINE	195.00	580.00
40172483	10/01/2018	MCCOY'S HARDWARE & FARM SUPPLY	01-4312	DIESEL	1,485.06	
40172484	10/01/2018	MJB WELDING SUPPLY	01-4300	M&O SUPPLIES	3,549.59	5,034.65
				CONSUMABLES		385.34
40172485	10/01/2018	NOR-CAL TOILET RENTALS	01-5600	Unpaid Sales Tax	3,500.35	
				SOCCER/ RENTAL SERVICES	8.14-	3,492.21
40172486	10/01/2018	NORCAL TRUCKS, INC NORCAL KENWORTH ANDERSON	01-4300	TOILET RENTAL - STAGE COACH RD	86.52	235.17
				MATERIALS/SUPPLIES	148.65	29.97
40172487	10/01/2018	NORTH WOODWINDS EDWARD S. LUCE	01-5600	Repairs		235.94
40172488	10/01/2018	OFFICE DEPOT	01-4300	Supplies		53.88
40172489	10/01/2018	OLIVE CITY AUTO PARTS DERODA INC	01-4300	M&O SUPPPPLIES	113.37	
				TRANS PARTS/SUPPLIES	8.05	121.42
40172490	10/01/2018	P G & E	01-5503	CUHSD ELECTRIC/GAS 6274316218-2A	13,020.63	
				TRANS ELECTRIC/GAS 6274316218-2B	957.02	
				CENT GAS 6274316218-2C	296.82	
				CUHSD ELECTRIC/GAS 6274316218-2A	323.91	
40172491	10/01/2018	REDDING FREIGHTLINER, INC.	01-4300	TRANS ELECTRIC/GAS 6274316218-2B	8.11	14,606.49
				CREDIT	51.09-	
40172492	10/01/2018	REDWOOD TOXICOLOGY LAB INC	01-5831	TRANS PARTS/SUPPLIES	109.96	58.87
40172493	10/01/2018	SAC-VAL JANITORIAL SUPPLY	01-4300	DRUG TESTING		73.03
				CREDIT	2,754.95-	
40172494	10/01/2018	TORMACH, INC.	01-4300	CUSTODIAL SUPPLIES	3,731.24	976.29
				CONSUMABLES	886.24	
40172495	10/01/2018	W.W. GRAINGER, INC.	01-4300	Unpaid Sales Tax	63.74-	822.50
40172750	10/04/2018	A-Z BUS SALES	01-4300	M&O SUPPLIES		94.00
				TRANS PARTS/SUPPLIES	148.35	
				Unpaid Sales Tax	.35-	148.00

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ReqPay12c

Board Report

Checks Dated 09/01/2018 through 10/09/2018

Board Meeting Date October 24, 2018

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
40172751	10/04/2018	AMAZON CAPITAL SERVICES, INC	01-4100	EARTH SCIENCE TEXTBOOKS	462.81	
			01-4200	BOOKS	34.44	497.25
40172752	10/04/2018	AMERIPRIDE UNIFORMS SERVICES	01-5500	LAUNDRY SERVICE CUSTODIAL/M&O	129.97	
			01-5508	UNIFORMS M&O	172.48	302.45
40172753	10/04/2018	ANDERSON FFA	01-5800	REIMB LOST CHECK		10.00
40172754	10/04/2018	BSN SPORTS, LLC	01-4300	VARIOUS SPORTS EQUIPMENT		172.81
40172755	10/04/2018	CDW GOVERNMENT	01-4300	REPLACEMENT PROJECTOR SCREEN FOR G8 BIP ROOM		112.30
40172756	10/04/2018	CENTER FOR EVALUATION AND RESEARCH, LLC.	01-5800	ASSETS- CONSULTATION FEE		4,375.00
40172757	10/04/2018	CORNING ACE HARDWARE	01-4300	M&O SUPPLIES	152.01	
				R FARMHOUSE	47.16	199.17
				SUPPLIES - INSTRUCTIONAL MATERIALS		
40172758	10/04/2018	CORNING LUMBER COMPANY	01-4300	M&O SUPPLIES		12.15
40172759	10/04/2018	CHRISTINA E. COSTA	01-5200	NEW PROF CONF 11/06/18 MEALS	44.00	
				REIMB CATA MEAL 09/14/19	21.45	65.45
40172760	10/04/2018	CPM EDUCATIONAL PROGRAM	01-4100	Int 1 and Int 2 Additional Textbooks		3,441.67
40172761	10/04/2018	DATA MEMORY SYSTEMS	01-4300	RAM FOR DGLOVER PC	52.78	
				Unpaid Sales Tax	3.80-	48.98
40172762	10/04/2018	EWING IRRIGATION	01-4300	GROUNDS SUPPLIES	59.00	
			19-4300	RANCH SUPPLIES	869.06	
				Unpaid Sales Tax	2.02-	926.04
40172763	10/04/2018	JANICE L. FOLEY	01-5202	SEPTEMBER 2018 MILEAGE		48.18
40172764	10/04/2018	GREAT AMERICA FINANCIAL SERVICES CORPORATION	01-7438	PHONE SYSTEM LEASE	308.98	
			01-7439	PHONE SYSTEM LEASE	1,055.26	1,364.24
40172765	10/04/2018	HARCOURT INDUSTRIES INC.	01-4300	LIBRARY SUPPLIES	155.28	
				Unpaid Sales Tax	.36-	154.92
40172766	10/04/2018	KIMBALL MIDWEST	01-4300	TRANS SUPPLIES	304.38	
				Unpaid Sales Tax	.71-	303.67
40172767	10/04/2018	LES SCHWAB	19-4300	WAGON WHEELS RANCH		344.71
40172768	10/04/2018	MINERVA MARTINEZ	01-5200	TRAINING 09/24/8 MEAL YOUTH MENTAL HEALTH		18.00
40172769	10/04/2018	MCCOY'S HARDWARE & FARM SUPPLY	01-4300	M&O SUPPLIES	13.68	
				R FARMHOUSE	90.14	103.82
				SUPPLIES - INSTRUCTIONAL MATERIALS		
				CONSUMABLES	68.27	
40172770	10/04/2018	MJB WELDING SUPPLY	01-4300	I-2 OFFICE WATER 1191151-2	.15-	68.12
40172771	10/04/2018	MT. SHASTA SPRING WATER CO.INC	01-5800	WATER - J-9 COUNSELING SERVICES	52.77	
					9.07	

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Checks Dated 09/01/2018 through 10/09/2018

Board Meeting Date October 24, 2018

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
40172771	10/04/2018	MT. SHASTA SPRING WATER CO.INC	01-5800	WATER SERVICE	62.10	123.94
40172772	10/04/2018	NATIONAL FFA ORGANIZATION	01-4300	FFA SCRAPBOOK SUPPLIES		84.00
40172773	10/04/2018	OFFICE DEPOT	01-4300	BUSINESS OFFICE SUPPLIES	762.69	
40172774	10/04/2018	OLIVE CITY AUTO PARTS DERODA.INC	01-4300	Supplies	8.39	771.08
40172775	10/04/2018	P G & E	01-4300	M&O SUPPPPLIES	23.69	
40172776	10/04/2018	PITNEY BOWES PURCHASE POWER POSTAGE	19-5503	TRANS PARTS/SUPPLIES	182.78	206.47
40172777	10/04/2018	PITNEY BOWES, INC SUPPLIES	01-5904	RANCH ELECTRIC 1427817250-8 & 0085264916-9		1,560.99
40172778	10/04/2018	POWER DISTRIBUTORS LLC	01-4300	POSTAGE FEES		500.00
40172779	10/04/2018	SAV-MOR FOODS	01-4300	POSTAGE SUPPLIES		210.63
40172780	10/04/2018	TEHAMA CO DEPT OF EDUCATION	01-4300	CLASS SUPPLIES		598.90
40172781	10/04/2018	THE MASTER TEACHER, INC	01-4300	ASSETS- COFFEE TRUCK SUPPLIES		33.50
40172782	10/04/2018	THE MEMORY PROJECT INC	01-5200	PD GOOGLE TRAINING TCDE 9/06/18		50.00
40172783	10/04/2018	THE MUSIC CONNECTION	01-5200	PROFESSIONAL DEVELOPMENT FOR BILINGUAL PARAS		220.00
40172784	10/04/2018	DAVID E. TINKER	01-4300	MEMORY PROJECT PHOTOS		420.00
40172785	10/04/2018	U.S. BANK EQUIPMENT FINANCE	01-4300	SUPPLIES - BAND	1,507.94	
40172786	10/04/2018	VERIZON WIRELESS	01-5200	REIMB CATA MEAL 09/14/19	3.50-	1,504.44
40172787	10/04/2018	W.W. GRAINGER, INC.	01-5620	CTE COPY CENTER RICOH COPIER PAYMENT		21.45
40172788	10/04/2018	WEST COAST PAPER	01-5902	DISTRICT CELL PHONE SERVICE		887.05
40172789	10/04/2018	ZEE MEDICAL SERVICES	01-4300	M&O SUPPLIES		18.28
			01-4300	COPY CENTER PAPER SUPPLIES	428.65	751.58
			01-5800	MEDICAL KIT SERVICES	1.00-	427.65
				Unpaid Sales Tax		235.71
				Total Number of Checks	214	448,156.69

Fund Summary

Fund	Description	Check Count	Expensed Amount
01	GENERAL	190	228,889.02
11	ADULT EDUCATION	2	171.91
13	CAFETERIA SPEC REV	16	43,637.44
19	FOUNDATION SPECIAL	9	5,497.49
21	BUILDING FUND	7	26,258.52

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Checks Dated 09/01/2018 through 10/09/2018

Board Meeting Date October 24, 2018

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
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Fund Summary

Fund	Description	Check Count	Expensed Amount
76	WARRANT/PASS-THRU	1	144,119.09
	Total Number of Checks	214	448,573.47
	Less Unpaid Sales Tax Liability		416.78
	Net (Check Amount)		448,156.69

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905 - Corning Union High School

Generated for JESSICA MARQUEZ (JMARQUEZ), Oct 9 2018
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ReqPay04b

Check Register with Accounts

Register 000733 - 10/01/2018

Bank Account COUNTRY - COUNTRY

Payment Id	Comment	Check Amt	Status	Printed	U.S. BANK CORPORATE PAYMENT SYSTEM (000681/1)	
Check # 40172470	01	8,422.11				
1729 0822 SAFEWAY	AUGUST FOOD - FOOD/NUTRITION CLASS			01-0650-0-6141-1000-4300-410-000-310	76.57	
1729 0830 SAV	AUGUST FOOD - FOOD/NUTRITION CLASS			01-0650-0-6141-1000-4300-410-000-310	37.52	
1729 0905 SAV	SEPT - FOOD - FOOD/NUTRITION CLASS			01-0650-0-6141-1000-4300-410-000-310	54.50	
1729 0912 SAV	SEPT - FOOD - FOOD/NUTRITION CLASS			01-0650-0-6141-1000-4300-410-000-310	46.25	
1729 0913 GINNO	SEPT - FOOD - FOOD/NUTRITION CLASS			01-0650-0-6141-1000-4300-410-000-310	49.32	
1729 0914 SAV	SEPT - FOOD - FOOD/NUTRITION CLASS			01-0650-0-6141-1000-4300-410-000-310	50.11	
1729 0917 SAFEWAY	SEPT - FOOD - FOOD/NUTRITION CLASS			01-0650-0-6141-1000-4300-410-000-310	219.18	
2029 0921 HOTELS.COM	LODGING - 7 CLASS PERSONNEL ACADEMY SEPT-APRIL			01-0000-0-0000-7200-5200-410-000-000	144.12	
3114 0823 AMAZON	J2 ADAPTIVE MATERIALS			01-6500-0-5750-1120-4300-410-000-000	3.49	
3114 0823 AMAZON2	J2 ADAPTIVE MATERIALS			01-6500-0-5750-1120-4300-410-000-000	24.43	
3114 0906 BARNES	ENGLISH III BOOKS			01-6300-0-1150-1000-4200-410-000-000	116.55	
3114 0910 SAFEWAY	J2 - COOKING SUPPLIES			01-6500-0-5770-1120-4300-410-000-000	156.68	
3114 0910 SAFEWAY2	SEPT - FOOD - FOOD/NUTRITION CLASS			01-0650-0-6141-1000-4300-410-000-310	237.75	
3114 0914 RACE	PD FLASH WORKSHOP REG CHICO 9/28/18			01-4035-0-1160-1000-5200-410-000-000	135.00	
3114 0915 BARNES	DICTIONARIES			01-6300-0-1160-1000-4200-410-000-000	160.54	
3114 0923 MICHAELS	FFA SCRAPBOOK SUPPLIES			01-7010-0-3800-1000-4300-410-000-000	448.65	
3130 0914 PLURAL	PLURALSIGHT ONLINE IT TRAINING SUBSCRIPTION			01-0000-0-0000-7200-5833-410-000-603	199.00	
3148 0908 COURTYARD	DAVE					
3148 0908 COURTYARD2	PD UC CONF LODGING OAKLAND 9/09/18			01-4035-0-0000-3110-5200-410-000-000	140.00	
3148 0908 COURTYARD3	PD UC CONF LODGING OAKLAND 9/09/18			01-4035-0-0000-3110-5200-410-000-000	173.00	
4901 0913 LOWES	WINDOW BLINDS D-5 (CAL CARD M & O)			01-8150-0-0000-8100-4300-410-000-000	140.00	
5491 0826 CASH	SALAD CONTAINERS (CASH & CARRY)			13-5310-0-0000-3700-4300-410-000-000	27.48	
5779 0830 DOLLAR	STUDENT HYGIENE PRODUCTS			01-3010-0-1111-3900-4300-410-000-000	257.40	
5779 0918 DOLLAR	ASSETS- SUPPLIES -KINDNESS CLUB			01-4124-0-1135-1000-4300-410-000-200	21.82	
6342 0822 WALMART	J2 MATERIALS			01-6500-0-5750-1120-4300-410-000-000	30.71	
6342 0828 DOLLAR	CLASS SUPPLIES			01-0650-0-6101-1000-4300-410-000-301	51.72	
6342 0828 RITE	BQ SUPPLIES			01-0650-0-6101-1000-4300-410-000-301	54.95	
6342 0831 RACE	PD FLASH WORKSHOP REG CHICO 9/28/18			01-4035-0-1160-1000-5200-410-000-000	28.25	
6342 0908 KOOSER	FUEL FOR FIELD HOCKEY			01-1100-0-1110-4200-4311-410-000-000	135.00	
6342 0908 KOOSER2	FUEL FOR FIELD HOCKEY			01-1100-0-1110-4200-4311-410-000-000	58.35	
6342 0912 SAFEWAY	BIP FOOD AND INCENTIVES			01-6500-0-5770-1120-4300-410-000-000	56.84	
6342 0917 JWPEPPER	Music for Winter Concert			01-1100-0-1222-1000-4300-410-000-000	100.29	
6342 0920 ANTHEM BC	VAUGHN HW OCT-DEC			01-0000-0-0000-7100-3902-410-000-000	230.46	
6342 0920 ANTHEM BC2	VAUGHN SP HW OCT-DEC			01-0000-0-0000-7100-3902-410-000-000	869.73	
8280 0910 EBAC	PD WORKABILITY REGISTRATION 11/5/18 ANAHEIM			01-6520-0-5770-3110-5200-410-000-000	869.73	
8280 0910 EBAC2	PD WORKABILITY REGISTRATION 11/5/18 ANAHEIM			01-6520-0-5770-3110-5200-410-000-000	350.00	
8280 0910 SOUTH	PD WORKABILITY AIRFARE 11/5/18 - 11/7/18 ANAHEIM			01-6520-0-5770-3110-5200-410-000-000	350.00	
8280 0910 SOUTH2	PD WORKABILITY AIRFARE 11/5/18 - 11/7/18 ANAHEIM			01-6520-0-5770-3110-5200-410-000-000	329.96	

Selection Sorted by Check Number, Inv #, Include Address=No, (Org = 905, Starting Check Number = 40172470, Ending Check Number = 40172470, Summary? = Y, Sort/Group 1 = 1, Sort/Group 2 =)

ESCAPE

ONLINE

Page 1 of 2

ReqPay04b

Check Register with Accounts

Register 000733 - 10/01/2018

Bank Account COUNTY - COUNTY

Payment Id	Comment	Check Amt	Status	Printed	U.S. BANK CORPORATE PAYMENT SYSTEM (000681/1) - continued
Check # 40172470	01	8,422.11			
8280 0918 VISTA	POSTER PRINTING				01-0000-0-0000-7200-4300-410-000-000 490.82
8280 0918 VISTA2	POSTER PRINTING				01-0000-0-0000-7200-4300-410-000-000 14.02-
8280 0920 ACCESS	DISPLAY RACK-ALUMNI PICTURES				01-0000-0-0000-7200-4300-410-000-000 1,160.00
					01-0000-0-0000-7200-4300-410-000-000 89.90
Number of Items	1	8,422.11		Totals for Register 000733	

2019 FUND-OBJ Expense Summary / Register 000733

01-3902	1,739.46	
01-4200	297.09	
01-4300	3,676.83	
01-4311	115.19	
01-5200	2,227.04	
01-5833	199.00	
01-9110*		8,164.71-
01-9540*		89.90-
Totals for Fund 01	8,254.61	8,254.61-
13-4300	257.40	
13-9110*		257.40-
Totals for Fund 13	257.40	257.40-
Totals for Register 000733	8,512.01	8,512.01-

* denotes System Generated entry

Net change to Cash 9110

8,422.11-Credit

Selection Sorted by Check Number, Inv #, Include Address=No, (Org = 905, Starting Check Number = 40172470, Ending Check Number = 40172470, Summary? = Y, Sort/Group 1 = 1, Sort/Group 2 =)

905 - Corning Union High School

Generated for Deanna GLOVER (DEGLOVER), Oct 2 2018 10:19AM

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**Corning Union High School
Interdistrict Transfers
Districts of Choice**

Updated 10/10/18

Incoming

2018-2019 School Year

Last	First	Grade	From	Code	Reason / Date
Ayers	Clint	All	Los Milinos	1	Established 5/3/17 For all remaining grade levels
Ayers	Macy	9th-12th	Los Milinos	1	Established 5/29/18
Baeta	Martin	9th	Red Bluff	1	Established 7/20/18
Belew	Baylie	12th	Red Bluff	1	Established 10/10/18
Bunch	Ashton	9th	Los Milinos	1	We Denied and student will enroll at LM
Carillo	Marlen	12th	Red Bluff	1	Established 10/4/18
Chavez	Francisco	9th	Los Milinos	1	Established 8/2/18
Delgado	Efrain	11th	Red Bluff	1	Established 1/11/18
Ezzat	Zachary	9th	Red Bluff	1	Established 4/17/18
Felton	Carter	12th	Hamilton	1	*Renewal 4/21/18
Felton	Ryley	9th	Orland High	1	Established 2/28/18
Fry	Tyler	12th	Red Bluff	1	Established 8/31/18
Gomez	Cynthia	11th	Orland High	1	Established 9/17/18
Gonzalez	Andrea	10th	Orland High	1	Established 8/20/18
Guzman	Araceli	11th	Orland High	1	Established 8/20/18
Guzman	Mariana	12th	Orland High	1	Established 8/20/18
Hernandez	Mia	9th-12th	Red Bluff	1	Established 10/4/18
Mackintosh	David	11th	Red Bluff	1	Established 7/20/18
Mackintosh	Melissa	9th	Red Bluff	1	Established 7/20/18
Macias	Christopher	All	Los Milinos	1	Established 5/9/17 For all remaining grade levels
Martinez	Jose	12th	Red Bluff	1	Denied per CUHS 9/5/18
Mitchell	Fay	All	Red Bluff	1	Established 2/3/18 For all remaining grade levels
Quintana	Jamilette	10th	Orland High	1	Renewal Established 8/22/18
Quintana	Jessica	11th	Orland High	1	Renewal Established 8/22/18
Ramey	Dannika		Orland High	1	Established 8/20/18
Ramon-Diaz	Karina	All	Los Milinos	1	Established 3/23/18 For all remaining grade levels

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**Corning Union High School
Interdistrict Transfers
Districts of Choice**

Updated 10/15/18

Outgoing

2018-19 School Year -

Last Name	First	Grade	To	Code	Reason / Date
Alvarez	Emmanuel	9th	Orland	1	Established 9/24/18
Avrit	Morgan	11th	Hamilton	1	Established 8/10/18
Baez	Diana	9th-12th	Orland	1	Established 4/2/18
Barriga	Logan	9th	Red Bluff	1	Established 7/27/18
Burrell	Deacon	10th	Los Molinos	1	Established 5/25/18
Baez	Jennifer	9th	Red Bluff	1	Established 3/7/18
Belo	Tibuccio	12th	Hamilton	1	Established 8/31/18
Caldera	Giovanni	12th	Red Bluff	1	Established 6/21/18
Caldwell	Andrew	11th/12th	Los Molinos	1	Established 2/22/8
Carillo	Soraya	9th	Hamilton	1	Established 8/24/18 Hamilton held 4 a while & sh started here
Chambliss	Denny	12th	Los Molinos	1	Established 4/2/18
Chivichon	Natalie	12th	PV High	1	Established 6/19/18
Coats	Anthony	11th	Red Bluff	1	Established 8/13/18
D'Andrea	Dominic	9th	Los Molinos	1	Established 4/2/18
D'Andrea	Nicholas	9th	Red Bluff	1	Established 3/19/18
Dunn	Samantha	10th	Red Bluff	1	Established 8/6/18
Engel	Rylee	10th	Red Bluff	1	Established 8/28/17 All remaining grade levels
Esteve	Lisette Anais	10th-12th	Hamilton	1	Established 5/2/18
Gibson	Jacob	10th	Red Bluff	1	Denied per Rbluff 8/17/18
Galvez	Izaiah	10th	Hamilton	1	Established 8/28/18
Haro Mendoza	Samara	10th	Orland	1	Established 4/2/18
Lavoy	Jason	11th	Shasta	1	Pending Shasta's Approval
Lomeli	Lauryn	9th-12th	Orland	1	Pending Orland Unified's Approval
Merdeith	Eilemon	11th & 12	Los Molinos	1	Established 5/10/18

[illegible][illegible]

Corning Union High School District

Human Resources Report

Board Meeting Date: 10/25/2018

<u>Action</u>	<u>Type</u>	<u>Name</u>	<u>Position</u>	<u>Effective</u>	<u>Background</u>
Resignation	Retirement	Castle, Debbie	Attendance Admin. Assistant	12/31/2018	27+ Years in the District
New Hire	Student	Fregoso, Johnny	STAR Student worker	9/13/2018	Hourly/minimum wage
Change	Probationary	Manning, Tara	Custodian I	10/1/2018	Replace Vacancy (D. Myers) 260 days, Range 11, Step 4
Resignation	Voluntary	Mendoza, Sonya	ATP Assistant	10/23/2018	Voluntary Resignation
New Hire	Student	Swington, Ally	STAR Student worker	9/14/2018	Hourly/minimum wage

Extra Duty/Temporary/Coaching Authorizations

<u>Effective</u>	<u>Type</u>	<u>Employee</u>	<u>Assignment</u>	<u>Terms</u>	<u>Additional Information</u>
FALL 2018	COACHING	CRYSTAL CARTER	CHEERLEADING ADVISOR (W/O Class)	STIPEND	RATE PER CITA CONTRACT
FALL 2018	COACHING	SCOTT BUTTON	HEAD CROSS COUNTRY	STIPEND	RATE PER CITA CONTRACT
FALL 2018	COACHING	ISRAEL ULIBARRI	ASST. CROSS COUNTRY	STIPEND	RATE PER CITA CONTRACT
FALL 2018	COACHING	JOHN STUDER	HEAD VARSITY FOOTBALL	STIPEND	RATE PER CITA CONTRACT
FALL 2018	COACHING	JOSH JACKSON	ASST. VARSITY FOOTBALL	STIPEND	RATE PER CITA CONTRACT
FALL 2018	COACHING	JASON WESTON	ASST. VARSITY FOOTBALL	STIPEND	RATE PER CITA CONTRACT
FALL 2018	COACHING	JEFF NELSON	ASST. VARSITY FOOTBALL	STIPEND	RATE PER CITA CONTRACT
FALL 2018	COACHING	JOSE VILLALBA	ASST. VARSITY FOOTBALL	STIPEND	RATE PER CITA CONTRACT
FALL 2018	COACHING	JOE FENSKE	ASST. VARSITY FOOTBALL	STIPEND	RATE PER CITA CONTRACT
FALL 2018	COACHING	JULIO GARCIA	ASST. VARSITY FOOTBALL	STIPEND	RATE PER CITA CONTRACT
FALL 2018	COACHING	BILL VADER	HEAD JV FOOTBALL	STIPEND	RATE PER CITA CONTRACT
FALL 2018	COACHING	PAUL ADEMA	ASST. JV FOOTBALL	STIPEND	RATE PER CITA CONTRACT
FALL 2018	COACHING	RJ JOHNSON	ASST. JV FOOTBALL	STIPEND	RATE PER CITA CONTRACT
FALL 2018	COACHING	EDGAR DIEGO	ASST. JV FOOTBALL	STIPEND	RATE PER CITA CONTRACT
FALL 2018	COACHING	TIM NELSON	HEAD FROSH FOOTBALL	STIPEND	RATE PER CITA CONTRACT
FALL 2018	COACHING	GLENN NYE	ASST. FROSH FOOTBALL	STIPEND	RATE PER CITA CONTRACT
FALL 2018	COACHING	TONY CARRILLO	ASST. FROSH FOOTBALL	STIPEND	RATE PER CITA CONTRACT
FALL 2018	COACHING	NATALIE WELSH	HEAD FIELD HOCKEY	STIPEND	RATE PER CITA CONTRACT
FALL 2018	COACHING	KAITYLYN HUNTLEY	ASST. VARSITY FIELD HOCKEY	STIPEND	RATE PER CITA CONTRACT
FALL 2018	COACHING	JENNIFER MCMORDIE	HEAD JV FIELD HOCKEY	STIPEND	RATE PER CITA CONTRACT
FALL 2018	COACHING	SARAH GRINE	ASST. JV FIELD HOCKEY	STIPEND	RATE PER CITA CONTRACT
FALL 2018	COACHING	PAUL LEQUIA	HEAD GIRLS TENNIS	STIPEND	RATE PER CITA CONTRACT
FALL 2018	COACHING	LINDA DAVIS	ASST. GIRLS TENNIS	STIPEND	RATE PER CITA CONTRACT
FALL 2018	COACHING	MIKE ALBEE	HEAD VARSITY VOLLEYBALL	STIPEND	RATE PER CITA CONTRACT
FALL 2018	COACHING	TESSA RAMIREZ	ASST. VARSITY VOLLEYBALL	STIPEND	RATE PER CITA CONTRACT
FALL 2018	COACHING	JESSICA FLORES	HEAD JV VOLLEYBALL	STIPEND	RATE PER CITA CONTRACT
FALL 2018	COACHING	HAYLEY GROOTVELD	ASST. JV VOLLEYBALL	STIPEND	RATE PER CITA CONTRACT
FALL 2018	COACHING	DUANE HERSHBERGER	HEAD FROSH VOLLEYBALL	STIPEND	RATE PER CITA CONTRACT
FALL 2018	EXTRA DUTY	BRAD MARTIN	LUNCH SUPERVISION	STIPEND	RATE PER CITA CONTRACT
FALL 2018	EXTRA DUTY	DAVE SCHLOM	LUNCH SUPERVISION	STIPEND	RATE PER CITA CONTRACT
FALL 2018	EXTRA DUTY	FELCIANO, HEATHER	CONCESSION COORD-FOOTBALL	STIPEND	RATE PER CITA CONTRACT

Oct. 17, 2018

Jared,

Please accept this letter as my intent to retire as of Dec. 31, 2018. I have loved working here at Corning High School. It is a very special place to me.

Thank you!

A handwritten signature in cursive script that reads "Debbie Castle".

Debbie Castle

October 8, 2018

Sonya Mendoza
PO Box 811
Hamilton City, CA 95951

Corning Union High School
643 Blackburn Ave
Corning, CA 96021

To whom it may concern,

Please accept my resignation effective as of October 23, 2018. As you may know, I have had my second child at the end of July 2018 and due to babysitting issues, I have decided that I will not be able to return to work after my maternity leave. I plan on staying at home, with my two children.

It has been a pleasure working at Corning High School. I have learned so much working here for the past four years, not only professionally but personally as well. The staff has helped me grow as an individual and I truly appreciate the opportunity I was given. I am truly blessed to have experienced working here at Corning High School.

Thank you so much in advance for your understanding. Please let me know if I can be of any assistance during this transitional time. I can be reached by phone or email and would be happy to be helpful any way possible.

Sincerely,



Sonya Mendoza

Corning Union High School District
Out of State Travel Report

Employee Name	Date of Travel	Destination	Purpose	District Cost	Notes
Adriana Jimenez	11/16-11/19	Seattle, WA	Western Int'l Band Clinic	\$1,161.68	Title II - Teacher Quality Funding Used

Quarterly Report on Williams Uniform Complaints
Valenzuela/CAHSEE Lawsuit Settlement
Education Code 35186(d)

District: Corning Union High School District

Person completing this form: Charlie Troughton Title: Principal

Quarterly Report Submission Date:
(check one)

- ☐ April 2018
☐ July 2018
☒ October 2018
☐ January 2019

Date for information to be reported publicly at governing board meeting: Oct. 25, 2018

Please check the box that applies:

- ☒ No complaints were filed with any school in the district during the quarter indicated above.
- ☐ Complaints were filed with schools in the district during the quarter indicated above. The following chart summarizes the nature and resolution of these complaints.

General Subject Area	Total # of Complaints	# Resolved	# Unresolved
Textbooks and Instructional Materials (Williams Lawsuit)	N/A	—	—
Teacher Vacancy or Misassignment (Williams Lawsuit)	—		
Facilities Conditions (Williams Lawsuit)			
CAHSEE Intensive Instruction and Services (Valenzuela Lawsuit)	✓		
TOTALS	N/A	—	—

Jared Caylor
Print Name of District Superintendent

[Signature]
Signature of District Superintendent

10/26/18
Date



CORNING UNION HIGH SCHOOL DISTRICT

Jared Caylor, Superintendent

Board Members: James Bingham, J. Scott Patton, Todd Henderson, Ken Vaughan and William Mache

Surplus Equipment/Obsolete Equipment and/or Furniture Form

Date 9/26/18

Site R Farm

Form Completion Instruction (In description block provide the following)

- Textbooks: Title, Publisher, copyright date, quantity and reason for withdrawal.
- Equipment: Name, estimated value, quantity and reason for surplus.

Description	Recommended Disposition
Materials of a growhouse. Approximate size 100 x 200 feet. The materials are galvanized steel. (No tables included)	Sealed Bid Minimum Bid \$2,500

____ For additional items, check here and attach list.

Supervisor Approval:

Signature

9/26/18
Date

Site Administrator:

Signature

9-28-18
Date

Superintendent Approval

Signature

10/26/18
Date

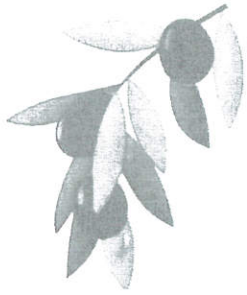
Board Meeting Date

10/25/18

Approved ☐

Denied ☐

Disposition:



CORNING UNION HIGH SCHOOL DISTRICT

John Burch, District Superintendent

Board Members: Ken Vaughan, James Scott Patton, Pauletta Bray, Jim Bingham, Todd Henderson

Surplus Equipment/Obsolete Equipment and/or Furniture Form

Date 10.3.18

Site Corning High School

Form Completion Instruction (In description block provide the following)

- Textbooks: Title, Publisher, copyright date, quantity and reason for withdrawal.
- Equipment: Name, estimated value, quantity and reason for surplus.

Description	Recommended Disposition
DeWalt 790 12" Radial Arm Saw w/stand \$50	all items are very old, and in various states of repair.
Delta Radial Arm Saw + Stand \$50	
Rockwell Shaper \$50	we have new equipment already that replaces this equipment. Surplus sealed bid, and if no interest, then scrap.
Table Saw - Brand Unknown \$50	
Spindle Sander with stand \$50	

_____ For additional items, check here and attach list.

Supervisor Approval: [Signature] 10.3.18
Signature Date

Site Administrator: [Signature] 10/3/18
Signature Date

Superintendent Approval: [Signature] 10/4/18
Signature Date

Board Meeting Date 10/30/18

Approved ☐

Denied ☐

Disposition:

9/10/2018

IMG_3015.JPG





9/10/2018

IMG_3016.JPG



9/10/2018

IMG_3044.JPG



**Corning Union High School District
and
Center for Evaluation and Research, LLC**

This agreement dated July 1, 2018 is between the Corning Union High School District of Corning, CA. and the Center for Evaluation and Research, LLC of Redding, CA.

In this agreement, the party who is contracting to receive services shall be referred to as "CUHSD", and the party providing services shall be referred to as "CER".

CER has a background in program evaluation and related services and is willing to provide services for the CUHSD's After School Program based on this background. CER will provide the following services:

1. Evaluation of the After School Program in accordance with grant demands

Payment. CUHSD will pay a fee to CER for the Services in the amount of \$17,500. This fee shall be payable in four quarterly installments: September 2018, December 2018, March 2019 and June 2019.

Relationship of Parties. It is understood by the parties that CER is an independent contractor.

Amendment. This Agreement may be modified or amended if the amendment is made in writing and is signed by both parties.

Applicable Law. This Agreement shall be governed by the laws of the State of California.



Corning Union High School District

10/26/18

Date

Center for Evaluation and Research, LLC

Date



Shasta College

Shasta-Tehama-Trinity Joint Community College District
11555 Old Oregon Trail • P.O. Box 496006 • Redding, CA 96049-6006
Phone: (530) 242-7500 • Fax: (530) 225-4990
www.shastacollege.edu

This Contract for Independent Contractor Services ("Contract") is between the Shasta-Tehama-Trinity Joint Community College District ("District") on behalf of BetterJobs dba Northern California Adult Education Planning Consortium (NCAEPC), and **Corning Union High School** ("Contractor") for the services specified below ("Services").

The parties agree as follows:

1. **Performance Dates.** Contractor shall begin performing the Contract on **July 1, 2018**, and finish performing on **June 30, 2019**, unless otherwise terminated or extended in accordance with this Contract.
2. **Services.**
 - A. **Specific Services.** The Services to be rendered are as specified in Exhibit A, Scope of Work, attached hereto and incorporated into this Contract by this reference.
 - B. **Reporting.** Contractor shall meet all reporting requirements as outlined in Exhibit A by the Adult Education Program (AEP) and submit necessary back up documentation to District when requested.
3. **Fees/Payments for Services Provided.** After the delivery and acceptance of plan by the NCAEPC, Contractor will be funded prior to the start of the project for the performance of the services set forth in this Contract, sum not to exceed **\$51,775**.
4. **Method and Time of Payment.** Funds shall be disbursed, upon availability of funds, in accordance with the AEP as approved by the NCAEPC.
5. **Insurance.** Contractor shall maintain during the term of this Contract insurance policies described below issued by companies licensed in California with a current A.M. Best rating of A: VII or better.
 - A. **Minimum Scope and Limits of Insurance.**
 1. **Commercial General Liability** insurance with a limit of not less than \$1,000,000 per occurrence for bodily injury, property damage, personal injury, products and completed operations, including but not limited to, the liability assumed under the indemnification provisions of this Contract.
 2. **Automobile Liability** insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to the Contractor's owned, scheduled, non-owned, or hired automobiles.
 3. **Workers' Compensation** insurance as statutorily required by the State of California with Statutory Limits, and **Employer's Liability** insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
 4. **Professional Liability** insurance covering acts, errors, mistakes, and omissions arising out of the work or services performed by the Contractor, or any person employed by the Contractor, with a limit of not less than \$1,000,000 each claim.
6. **Indemnification.** To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless District, its officers, officials, agents, employees, and volunteers from and against all claims, damages, losses, and expenses (including but not limited to attorney fees and court costs) arising from the

acts, errors, mistakes, omissions, work or service of the Contractor, its agents, employees, or any tier of Contractor's subcontractors in the performance of this Contract. The requirements in Paragraph 6 will not be construed as limiting the scope of this indemnification.

7. **Non-Discrimination.** Contractor shall not discriminate in either the provision of services, or in employment, against any person because of national origin, religion, age, gender, gender identity, gender expression, race, color, medical condition, genetic information, ancestry, sexual orientation, marital status, physical or mental disability, pregnancy, or military and veteran status, and agrees to comply with all applicable federal and state laws, rules, regulations, and executive orders relating to nondiscrimination, equal employment opportunity and affirmative action.
8. **Property Rights.** District shall, at all times, retain ownership in and the rights to any creative works, research data, reports, design, recordings, graphical representations, or works of similar nature ("Works") to be delivered under this Contract. Contractor agrees that the Works are "works for hire" and assigns all of the Contractor's right, title and interest to District.
9. **Assignment/Subcontract.** Contractor shall not assign any right or delegate any duty under this Contract to any third party without the prior written approval of the District. Contractor shall not subcontract any of the Services to be provided under this Contract without the prior written approval of the District.
10. **Amendment.** The parties may change this Contract only through a written amendment signed by authorized representatives of both parties.
11. **Applicable Law/Remedies.** This Contract shall be governed by the laws of the State of California. The parties shall have all remedies available by law or in equity.
12. **Termination.**
 - A. District may immediately cancel this Contract if funds become unavailable for the support of the program for which the Services are provided.
 - B. A non-breaching party may terminate this Contract for the failure of the other party to comply with this Contract by giving that other party ten (10) days written notice of the failure to comply.
 - C. District may terminate this Contract immediately if the Contractor files for bankruptcy or receivership, or takes any actions relating to insolvency, such as assignment for the benefit of creditors.
13. **Extension.** District may extend the closing dates if funds are deemed to be available for next fiscal year.
14. **Interpretation.** The parties intend this Contract to express their complete and final agreement.
15. **Authority.** Contractor warrants that the person signing this Contract on its behalf is authorized to enter into this Contract.
16. **FERPA.** If the Contractor has access to student's educational records, Contractor shall limit its employees' access to the records to those persons for whom access is essential to the performance of this Contract. At all times during this Contract, Contractor shall comply with the terms of the Family Educational Rights and Privacy act of 1974 in all respects.
17. **Audit.** District shall have the right, at its expense, to inspect the books and records of Contractor to verify its performance and expenses submitted under this Contract. Inspection shall take place during normal business hours at Contractor's place of business.
18. **Records Retention.** Contractor shall retain all records related to this Contract in its possession for five (5) years after the expiration of this Contract.

19. Terms and Conditions. Contractor acknowledges that it has read the Contract completely, and shall fully comply with all terms and conditions.

20. Independent Contractor. Contractor, in the performance of this Contract, shall be and act as an independent contractor. Contractor understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation, Workers' Compensation, Health and Welfare Benefits, Paid Vacation, Retirement Program Participation, or any other employee benefits. Contractor assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the services to be provided under this Contract. Contractor shall assume full responsibility for payment of all federal, state, and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Contractor and Contractor's employees.

CONTRACTOR

By: 
(Signature of Contractor requesting funds)

Date: 10/26/18

Name: Jared Caylor

Address: 643 Blackburn Avenue, Corning, CA 96021

Title: Corning Union High School District, Superintendent Phone No: 530-824-8000

**SHASTA-TEHAMA-TRINITY JOINT COMMUNITY
COLLEGE DISTRICT**

By: _____
(Signature of person authorized to execute Contract.)

Date: _____

Name: Morris Rodrigue

Address: PO BOX 496006 Redding, CA 96049-6006

Title: Assistant Superintendent/Vice President of
Administrative Services

Direct Contact: Rachelle Modena (530) 242-7748

*Original signature
to begin @
Shasta College*





Shasta College

Shasta-Tehama-Trinity Joint Community College District
11555 Old Oregon Trail • P.O. Box 496006 • Redding, CA 96049-6006
Phone: (530) 242-7500 • Fax: (530) 225-4990
www.shastacollege.edu

EXHIBIT A: SCOPE OF WORK

Corning Union High School

Contractor is responsible for tracking participant's demographic information, attendance, outcomes, performance and expenditures. All data should be entered by Contractor into TopsPro Enterprise quarterly. The following data outcomes are required by AEP and Better.Jobs and must be tracked to show performance measures in the areas listed below. Contractor will provide information as needed by District for audit and reporting purposes.

1. Completion of high school diplomas or their recognized equivalents.
2. Improved literacy skills.
3. Completion of postsecondary certificates, degrees, or training programs.
4. Placement into jobs.
5. Improved wages.

AEP funds must be spent in the following categories:

1. ABE/GED/HISET
2. Citizenship, ESL
3. Programs to help adults help K-12 students to succeed academically
4. Programs for adults related to re-entry in the workforce
5. Support for adults with disabilities
6. CTE short term with links to employment
7. Pre-apprenticeship programs

Duties:

1. Work to increase seamless transition and partnerships with partnering providers within consortium to increase pathways from provided short-term CTE programs to employment opportunities and/or continued post-secondary.
2. Increase advertising within the Corning area to increase HS Diploma services.
3. Superintendent, adult education staff (AEP member) to work with city council, chamber and employers to increase pathways for employment opportunities from provided AEP short term CTE programs.
4. Work to increase transportation services with transportation officials for adults to continue ABE, ASE, ESL and CTE course offerings.
5. Provide faculty release time for ongoing professional development as well as support for frequent opportunities for reflection and collaboration throughout the school year.
6. Identify adult education staff and instructors who have demonstrated ability to drive student outcomes; provide leadership skills essential for program success; and can integrate transition assistance for students being served.
7. Identify staff to collect and enter data into TOPSpro Enterprise for state reporting.

EXHIBIT A: SCOPE OF WORK
Corning Union High School District

Contractor has agreed to use the approved funds of **\$51, 775** for the following direct services:

Programs	Category	Description of Services	Original Amount Requested	18/19 # Students to Serve (82)
HS Diploma, GED, Equivalence				
	Salary	Admin, Educational Asst./test proctor, secretary	\$20,086.00	
	Benefits	Employee Benefits for salary listed above	\$10,448.00	
	Supplies	Facilities and support supplies	\$500.00	
	Materials	Instructional Supplies and Student Diplomas	\$500.00	
ESL/Citizenship				
	Salary	Clerical Support for Class	\$10,043.00	
	Benefits	Employee Benefits for salary listed above	\$5,224.00	
	Supplies	Facilities and support supplies	\$500.00	
	Materials	Test fees, Instructional Supplies, Student Certificates	\$500.00	
CTE				
	Salary	Teacher for Forklift Certification Class	\$1,700.00	
	Benefits	Employee Benefits for salary listed above	\$400.00	
	Materials	Curriculum/Certificates	\$300.00	
	Supplies	Facility/Equipment for Course	\$300.00	
	Materials	Curriculum/Certificates	\$250.00	
	Supplies	Welding Supplies/Safety/ Metal/Gas	\$304.00	
	Salary	Teacher Salary for 8-week Computer Digital Literacy Class	\$600.00	
	Materials	Employee Benefits for Salary listed above	\$120.00	

*Note: All in-kind amounts and services are to be provided solely by CONTRACTOR

*Any additional funds requested within the fiscal year will be added to the Modification Section below.

**RESOLUTION NO. 413
OF THE
CORNING UNION HIGH SCHOOL DISTRICT
RESOLUTION AUTHORIZING CONTRACT WITH AMERICAN MODULAR SYSTEMS,
INC. UNDER PUBLIC CONTRACT CODE SECTION 20118**

WHEREAS, the Corning Union High School District ("District") seeks to procure certain modular classroom buildings (together, "Products") to be installed on District property;

WHEREAS, pursuant to Public Contract Code section 20111, a school district is required to competitively bid "[t]he purchase of equipment, materials, or supplies to be furnished, sold, or leased to the district," involving an expenditure of more than \$90,200;

WHEREAS, Public Contract Code section 20118 is an exception to this requirement and states:

Notwithstanding Sections 20111 and 20112, the governing board of any school district without advertising for bids, if the board has determined it to be in the best interests of the district, may authorize by contract, lease, requisition, or purchase order, any public corporation or agency, including any county, city, town, or district, to lease data-processing equipment, purchase materials, supplies, equipment, automotive vehicles, tractors, and other personal property for the district in the manner in which the public corporation or agency is authorized by law to make the leases or purchases from a vendor. Upon receipt of the personal property, if the property complies with the specifications set forth in the contract, lease, requisition, or purchase order, the school district may draw a warrant in favor of the public corporation or agency for the amount of the approved invoice, including the reasonable costs to the public corporation or agency for furnishing the services incidental to the lease or purchase of the personal property, or the school district may make payment directly to the vendor. Alternatively, if there is an existing contract between a public corporation or agency and a vendor for the lease or purchase of the personal property, a school district may authorize the lease or purchase of personal property directly from the vendor by contract, lease, requisition, or purchase order and make payment to the vendor under the same terms that are available to the public corporation or agency under the contract.

WHEREAS, the Santa Rita Union School District ("SRUSD") published a Request for Bids for Facility Supply Services Contract Modular Classroom Buildings and Modular Toilet Room Buildings at Various Sites, Bid Number 2015-16-1A ("Piggyback Contract"), and obtained a bid from American Modular Systems, Inc. ("AMS"), for manufacturing, providing, and installing modular classroom buildings, and awarded the Piggyback Contract to AMS on or about May 16, 2016;

WHEREAS, the Piggyback Contract includes a "piggyback" provision, pursuant to Public Contract Code section 20118, allowing other public agencies, including the District, to purchase modular classroom buildings from AMS under the same terms and conditions available to SRUSD under the Piggyback Contract;

WHEREAS, District staff researched the prices and terms of the Piggyback Contract and believe that the prices and terms of the Piggyback Contract are reasonable and that it

would be in the best interests of the District to utilize the Piggyback Contract to purchase the Products; and

WHEREAS, in order to procure the Products, District staff recommend execution of an Agreement Incorporating Piggyback Contract for Modular Classroom Buildings ("Agreement") with AMS, in substantially the form attached hereto to as **Exhibit 1**, in an amount not to exceed One Million, Four Hundred Fifty-Four, Seven Hundred Dollars (\$1,454,700).

NOW, THEREFORE, the Board of Trustees of the Corning Union High School District hereby finds, determines, declares, orders, and resolves as follows:

Section 1. That the above recitals are true and correct.

Section 2. That it is in the best interests of the District to purchase Products from AMS via the Piggyback Contract.

Section 3. That the Agreement with AMS, in substantially the form attached hereto to as **Exhibit 1**, is hereby approved and/or ratified.

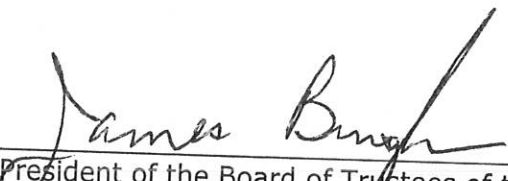
Section 4. That the Superintendent, or designee, is authorized to take all further action in accordance with and to carry out the intent of this Resolution.

APPROVED, PASSED, AND ADOPTED by the Board of Trustees of the Corning Union High School District on this 25 day of October, 2018, by the following vote:

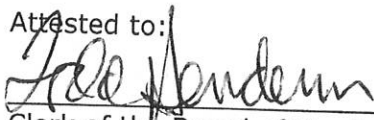
AYES: 5

NOES: 0

ABSTENTIONS:



President of the Board of Trustees of the
Corning Union High School District

Attested to:


Clerk of the Board of Trustees of the
Corning Union High School District



September 4, 2018

Corning Union High School District
643 Blackburn Ave
Corning, CA 96021

Re: DSA Approved Classrooms
Corning Union High School

Attn: Mr. Jared Caylor
Superintendent

American Modular Systems is pleased to provide our proposal for the various DSA Classroom Buildings. Our pricing is based upon the AMS conceptual floor plans dated 01/02/18 attached to this proposal for reference.

Corning Union High School District is utilizing the provisions of the Santa Rita Union School District 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 modular classroom buildings, steel rigid frame construction, Type V non-rated construction, 20 lb roof load, 50+15 lb floor load all buildings, 110 ULT wind load, 2016 CBC, Ss = 0.639, FOB Corning, CA.

(1) each; 120x32 DSA Approved classroom wing	3840 sf	\$ 682,400
(1) each; 60x32 DSA Approved classroom wing	1920 sf	\$ 341,200
(1) each; 50x32 DSA Approved Special Education building	1600 sf	\$ 364,960
Crane Charge (up to 120 Ton Crane)		\$ 13,760
DSA Site Specific Plan Preparation/Pre-Construction Services		\$ 26,880
DSA Design and Engineering Fees		\$ 25,500
Total	7360 sf	\$1,454,700

Per conceptual AMS floor plans dated 01/02/18 attached and refer to inclusions/exclusions list attached

Terms:

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

Proposal Schedule:

Signed Proposal	September 18, 2018
DSA Approval	December 2018
Purchase Order	October 19, 2018
Colors	November 1, 2018
Delivery/Set	May 2019
Completion	August 2019

Attachments/Exhibits:

AMS conceptual floor plan dated 01/02/2018

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

Accepted By:

Entity
Signature
Printed Name
Title
Date

DMS/jt

American Modular Systems, Inc.
Signature
Printed Name
Title
Date

Inclusions:

Building Envelope:

- 2016 CBC
- Engineering & Design
- Standard delivery/Set-up
- Steel moment frame DSA PC design
- 22 ga standing seam, color metal roof from AMS standard color chart, standard 2.5:12 steep pitch dual slope
- 5" concrete floor system over metal deck
- 2"x4" wall framing
- PC based concrete foundation design only with 12" footings and 18" crawl space**
- Foundation flashing (6" below finished floor)
- Crane charges (120 ton)
- R-30 roof insulation, R-13 walls
- Tempered, dual glazed, bronze anodized non-operable 6'-0"x4'-0" aluminum framed windows as shown

Exterior:

- 18 ga exterior hollow metal door
- Welded door frames
- Factory applied Hybrid Stucco Exterior – vertical surfaces only
- 2"x3" downspouts
- AMS Standard Dunn Edwards paint
- Allowance for custom 2 color option
- 5 ft. front overhangs, 2 ft. rear overhangs, no side overhangs
- Enclosed soffits

Interior:

- 8' 6" to 10' vaulted T-bar ceilings with Armstrong 2'x4' lay-in mineral board ceiling tiles in classrooms
- Allowance for (2) 8'x4' white markerboards per classroom
- AMS standard vinyl tack board interior wall covering over 1/2" gypboard, full close-ups
- AMS standard white FRP in Kitchen Area of Special Ed Classroom
- Casework in Kitchen Area of Special Ed Classroom only
- AMS upgrade Patcraft 2'x2' carpet tiles with rubber base
- AMS standard sheet vinyl flooring in Kitchen Area with rubber base
- AMS standard Walk-off mat at entry
- Interior doors shall be solid core veneer wood with clear birch finish, hollow metal knock down frames

Lighting, Electrical, Data:

- LED Interior lighting
- Occupancy sensors
- (1) AMS standard exterior light at each door (allowance up to 3 additional), switched photo cell controlled
- Single phase interior wall electrical panel stubbed to outside
- All low voltage conduits in wall only stubbed to above ceiling, locations to be provided by AOR

Additional Features/Items:

- Semi-recessed fire extinguisher cabinets
- AMS standard Schlage cylinder exterior door hardware
- AMS standard copper creek interior door hardware
- Von Duprin L99 panic hardware where required by code
- Hot water to kitchen sink
- Project/contract supervision
- One year warranty
- Sales tax

Mechanical:

- Wall mount gas HVAC system, single phase
- Programmable T-Stats
- Standard ducted supply registers
- Exhaust fans in Restrooms
- AMS-spec ductless hood in Kitchen
- Power/Water rough-in only for Refrigerator
- Power rough-in only for Range
- Power/Water rough-in for Washer/Dryer
- Power/Water rough-in for Dishwasher

Restrooms:

- Painted gypsum ceiling
- FRP walls
- Solid plastic partitions
- LED lighting
- AMS standard 6" Self-coved sheet vinyl flooring
- Wall hung fixtures
- Manual flush valves
- Exhaust fans
- AMS standard grab bars, mirror, and ADA toilet paper dispenser
- All fixtures to be AMS spec

Exclusions:

General Specification, Fees, and Site Requirements:

- DSA approval, DSA plan fees, DSA inspection fees, DSA inplant/site inspection fees
- HCD fees, site inspections/approvals
- 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
- Ramp transitions to grade
- Fire sprinklers/risers
- Exterior/interior drinking fountain
- Refrigerator
- Dishwasher
- Range
- Washer and dryer
- Garbage disposal
- Door close-off at dryer alcove

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

Miscellaneous:

- Sealing/waxing of finish floor coverings
- 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:

**** 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 charge will occur if a delay due to grinding, leveling, etc... is required at time of installation.**

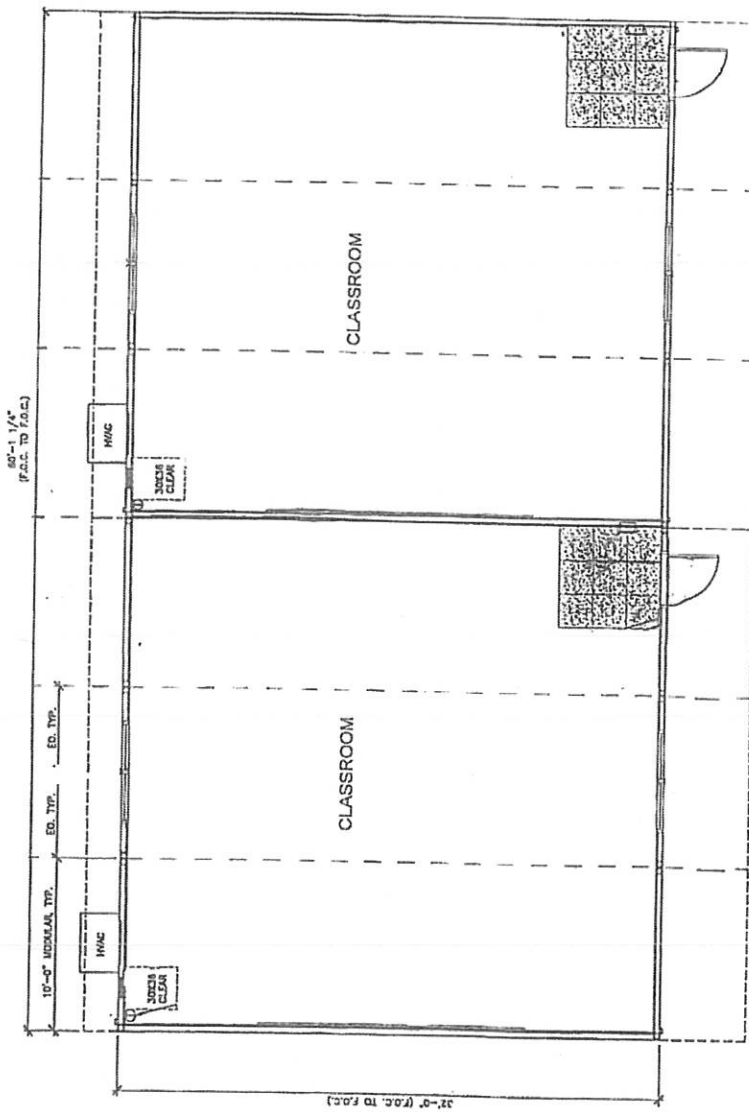
District must provide an ALL WEATHER truck accessible level/compacted prepared pad. The pad shall be a maximum of 6" from grade level measured diagonally along long axis. All sites exceeding 6" shall be charged on a site-by-site basis.

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

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.

PROJECT No.



85'-1 1/4"
(F.O.C. TO F.O.C.)

10'-0" MODULAR, TYP.
EQ. TYP.

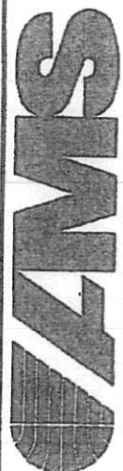
HVC

DOOR
CLEAR

CLASSROOM

CLASSROOM

32'-0" (F.O.C. TO F.O.C.)



American Modular Systems Inc.
787 Spreckels Ave. Manteca, CA 95338
(209)828-1821 Fax (209)828-7018
americanmodular.com

DRAWING TITLE

60 x 32 CLASSROOM WING

PROJECT No.

DATE: 1/2/18

SCALE: NOTED

DRAWN BY: RL

SERIAL NO.:

AGREEMENT INCORPORATING PIGGYBACK CONTRACT FOR MODULAR CLASSROOM BUILDINGS

This Agreement ("Agreement") is entered into between the Corning Union High School District ("District") and American Modular Systems, Inc. ("AMS") (each a "Party" and, together, "Parties") in order to incorporate a piggyback contract for certain modular classroom buildings, as follows:

RECITALS

WHEREAS, District wishes to purchase certain modular classroom buildings for Corning Union High School, located at 643 Blackburn Avenue, Corning, California 96021 ("Site"), from AMS in a cost-effective manner;

WHEREAS, Public Contract Code section 20118 provides that:

Notwithstanding Sections 20111 and 20112, the governing board of any school district, without advertising for bids, if the board has determined it to be in the best interests of the district, may authorize by contract, lease, requisition, or purchase order, any public corporation or agency, including any county, city, town, or district, to lease data-processing equipment, purchase materials, supplies, equipment, automotive vehicles, tractors, and other personal property for the district in the manner in which the public corporation or agency is authorized by law to make the leases or purchases from a vendor. Upon receipt of the personal property, if the property complies with the specifications set forth in the contract, lease, requisition, or purchase order, the school district may draw a warrant in favor of the public corporation or agency for the amount of the approved invoice, including the reasonable costs to the public corporation or agency for furnishing the services incidental to the lease or purchase of the personal property, or the school district may make payment directly to the vendor. Alternatively, if there is an existing contract between a public corporation or agency and a vendor for the lease or purchase of the personal property, a school district may authorize the lease or purchase of personal property directly from the vendor by contract, lease, requisition, or purchase order and make payment to the vendor under the same terms that are available to the public corporation or agency under the contract.

WHEREAS, on or about April 6 and 13, 2016, the Santa Rita Union School District ("SRUSD") published in the *Salinas Californian* a Request for Bids for Facility Supply Services Contract Modular Classroom Buildings and Modular Toilet Room Buildings at Various Sites, Bid Number 2015-16-1A;

WHEREAS, AMS submitted a Bid Form and Proposal in response to the Request for Bids, which is included in **Exhibit A** attached hereto and incorporated herein by this reference;

WHEREAS, on or about May 19, 2016, SRUSD accepted the bid of AMS as the lowest responsive, responsible bidder and awarded AMS the contract for Bid Number 2015-16-1A ("Piggyback Contract"), which is included in **Exhibit A**, to provide SRUSD the opportunity to purchase certain modular classroom buildings from AMS through May 2019;

WHEREAS, the Piggyback Contract contains a "piggyback" provision, pursuant to Public Contract Code section 20118, allowing other public agencies, including District, to purchase the same modular classroom buildings from AMS under the same terms and conditions as set forth in the Piggyback Contract;

WHEREAS, District has determined that it is in its best interest to utilize the Piggyback Contract to purchase certain modular classroom buildings from AMS; and

WHEREAS, AMS wishes to provide District with modular classroom buildings under the same terms as the Piggyback Contract.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants herein, and for other good and valuable consideration, the Parties agree as follows:

TERMS AND CONDITIONS

1. Incorporation of Piggyback Contract:

1.1. This Agreement fully incorporates by this reference the following documents:

1.1.1. The Bid Form and Proposal included within **Exhibit A**.

1.1.2. The Piggyback Contract included within **Exhibit A**, including all other documents incorporated therein by reference or operation of law.

1.1.3. The AMS Quote, dated September 4, 2018, attached hereto as **Exhibit B**.

1.2. For the purposes of this Agreement, the following references in the Piggyback Contract shall have the following meanings:

1.2.1. All references to "District" or "Owner" in the Piggyback Contract shall mean Corning Union High School District.

1.2.2. All references to "Site" shall mean Corning Union High School, located at 643 Blackburn Avenue, Corning, California 96021.

1.2.3. All references to "Project" shall mean the undertaking described in **Exhibit B**.

1.3. To the extent any term or condition of this Agreement is inconsistent with the Piggyback Contract, the Piggyback Contract shall control, except for provisions of this Agreement regarding the Products (as defined below), price, delivery, or installation, which shall control over any contradictory provisions regarding the Products, price, payment, delivery, or installation in the Piggyback Contract.

2. Products and Prices:

2.1. AMS hereby agrees to sell and supply the modular classroom buildings ("Products") identified in **Exhibit B** at the prices stated therein.

2.2. AMS hereby certifies that the Products identified in **Exhibit B** are the same as those offered under the Piggyback Contract and the prices identified in **Exhibit B** are equal to or less than those offered under the Piggyback Contract.

3. Delivery and Installation:

- 3.1. AMS shall deliver the Products in May 2019, with exact delivery dates to be determined by agreement of the Parties. Shipping (F.O.B. Destination) is included in the Contract Price.
- 3.2. Following delivery, AMS shall perform only the installation and related services ("Work") identified as its responsibility on **Exhibit B**. AMS hereby certifies that its Work under this Agreement is incidental to the purchase of the Products and that such Work comprises ten percent (10%) or less of the Contract Price. All other construction services shall be performed by a separate general contractor to District under a separately procured contract with District.
- 3.3. AMS shall complete its Work within () consecutive calendar days from the Effective Date of this Agreement ("Contract Time").
- 3.4. AMS shall not commence its Work under this Agreement until AMS has submitted and the District has approved all required insurance certificates and endorsements and payment and performance bonds.

4. Payment:

- 4.1. The Contract Price shall not exceed One Million, Four Hundred Fifty-Four, Seven Hundred Dollars (\$1,454,700). The Contract Price consists of the cost of Products, including, without limitation, shipping and taxes, and all Work under the Agreement.
- 4.2. District shall pay AMS the Contract Price according to the payment provisions stated in the General Conditions of the Piggyback Contract.

5. Labor Compliance: AMS shall comply with all applicable provisions of the California Labor Code, Division 3, Part 7, Chapter 1, Articles 1 – 5, including, without limitation, the payment of the general prevailing per diem wage rates for public work projects of more than one thousand dollars (\$1,000). Copies of the prevailing rate of per diem wages are on file with District or available online at <http://www.dir.ca.gov/>. In addition, AMS and each subcontractor shall comply with Chapter 1 of Division 2, Part 7 of the California Labor Code, beginning with Section 1720, and including Section 1735, 1777.5 and 1777.6, forbidding discrimination, and Sections 1776, 1777.5 and 1777.6 concerning the employment of apprentices by AMS or subcontractors. Willful failure to comply may result in penalties, including loss of the right to bid on or receive public works contracts.

- 5.1. Registration: AMS and its subcontractor(s) for all tiers shall be registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 and in accordance with Labor Code section 1771.1.
- 5.2. Certified Payroll Records: AMS and its subcontractor(s) shall upload certified payroll records ("CPR") electronically using California Department of Industrial Relations' (DIR) eCPR System by uploading the CPRs by electronic XML file or entering each record manually using the DIR's iform (or current form) online on a weekly basis and within ten (10) days of any request by District or Labor Commissioner at <http://www.dir.ca.gov/Public-Works/Certified-Payroll-Reporting.html> or current application and URL, 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 the AMS and/or each subcontractor in connection with the Work.

- 5.3. AMS shall perform the Work of the Project while complying with all the applicable regulations, including section 16000, et seq., of Title 8 of the California Code of Regulations and is subject to labor compliance monitoring and enforcement by the Department of Industrial Relations.
- 5.4. Within 30 days of the award of contract or prior to commencing the Work under this Contract, whichever occurs first, AMS shall provide District all information required by Labor Code section 1773.3, as amended by Stats. 2017, Ch. 28, Sec. 21, for AMS and all tiers of Subcontractors to enable District to provide notice to the Department of Industrial Relations (DIR) of the Contract (PWC-100 form).
6. Disputes: **Attachment 1** to this Agreement, setting forth Public Contract Code sections 9204 and 20104 through 20104.6, is incorporated herein by this reference.
7. Miscellaneous Provisions:
- 7.1. The Parties acknowledge that each of them has fully discussed the contents of this Agreement with their chosen representatives and/or legal counsel and has had the benefit of legal counsel in negotiating and drafting the terms of this Agreement. Accordingly, this Agreement shall not be construed as having been drafted by one Party or the other.
- 7.2. This Agreement and the attachments hereto and the documents specifically incorporated into the Agreement by reference, constitute the entire agreement between District and AMS. No other promises, agreements, or statements between the Parties shall be binding unless made in writing and signed by the Parties.
- 7.3. This Agreement and the rights and obligations of the Parties hereunder shall be construed and interpreted in accordance with the laws of the State of California. Any action or proceeding to enforce this Agreement shall be commenced and maintained in the County in which District's administrative offices are located. Notwithstanding any provision to the contrary, this venue and jurisdiction provision shall control over any contradictory provision in the Piggyback Contract.
- 7.4. The Parties hereby agree to execute all such other documents and to take all such other action as may be reasonably necessary to affect the purposes of this Agreement.
- 7.5. This Agreement may be executed in several counterparts and shall be deemed legally effective at such time as counterparts thereof have been duly executed on behalf of all Parties. Signature of copies and facsimile or electronic versions of this Agreement shall have the same force and effect as signature of the original.

7.6. All notices to be given under this Agreement shall be in writing to the address of the appropriate Party as set forth below or as provided by written notice to the other Party.

ACCEPTED AND AGREED on the date indicated below:

Dated: _____, 2018

Dated: _____, 2018

Corning Union High School District

American Modular Systems, Inc.

By: _____

By: _____

Print Name: _____

Print Name: _____

Print Title: _____

Print Title: _____

Address:

Address:

643 Blackburn Avenue
Corning, California 96021

787 Spreckles Ave.
Manteca, CA 95336

ATTACHMENT 1

Public Contract Code section 9204

(a) The Legislature finds and declares that it is in the best interests of the state and its citizens to ensure that all construction business performed on a public works project in the state that is complete and not in dispute is paid in full and in a timely manner.

(b) Notwithstanding any other law, including, but not limited to, Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2, Chapter 10 (commencing with Section 19100) of Part 2, and Article 1.5 (commencing with Section 20104) of Chapter 1 of Part 3, this section shall apply to any claim by a contractor in connection with a public works project.

(c) For purposes of this section:

(1) "Claim" means a separate demand by a contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:

(A) A time extension, including, without limitation, for relief from damages or penalties for delay assessed by a public entity under a contract for a public works project.

(B) Payment by the public entity of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public works project and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled.

(C) Payment of an amount that is disputed by the public entity.

(2) "Contractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who has entered into a direct contract with a public entity for a public works project.

(3) (A) "Public entity" means, without limitation, except as provided in subparagraph (B), a state agency, department, office, division, bureau, board, or commission, the California State University, the University of California, a city, including a charter city, county, including a charter county, city and county, including a charter city and county, district, special district, public authority, political subdivision, public corporation, or nonprofit transit corporation wholly owned by a public agency and formed to carry out the purposes of the public agency.

(B) "Public entity" shall not include the following:

(i) The Department of Water Resources as to any project under the jurisdiction of that department.

(ii) The Department of Transportation as to any project under the jurisdiction of that department.

(iii) The Department of Parks and Recreation as to any project under the jurisdiction of that department.

(iv) The Department of Corrections and Rehabilitation with respect to any project under its jurisdiction pursuant to Chapter 11 (commencing with Section 7000) of Title 7 of Part 3 of the Penal Code.

(v) The Military Department as to any project under the jurisdiction of that department.

(vi) The Department of General Services as to all other projects.

(vii) The High-Speed Rail Authority.

(4) "Public works project" means the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind.

(5) "Subcontractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who either is in direct contract with a contractor or is a lower tier subcontractor.

(d) (1) (A) Upon receipt of a claim pursuant to this section, the public entity to which the claim applies shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the claimant a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, a public entity and a contractor may, by mutual agreement, extend the time period provided in this subdivision.

(B) The claimant shall furnish reasonable documentation to support the claim.

(C) If the public entity needs approval from its governing body to provide the claimant a written statement identifying the disputed portion and the undisputed portion of the claim, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the public entity shall have up to three days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide the claimant a written statement identifying the disputed portion and the undisputed portion.

(D) Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public

entity issues its written statement. If the public entity fails to issue a written statement, paragraph (3) shall apply.

(2) (A) If the claimant disputes the public entity's written response, or if the public entity fails to respond to a claim issued pursuant to this section within the time prescribed, the claimant may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the public entity shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(B) Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the public entity shall provide the claimant a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the public entity and the claimant sharing the associated costs equally. The public entity and claimant shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.

(C) For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

(D) Unless otherwise agreed to by the public entity and the contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.

(E) This section does not preclude a public entity from requiring arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program, if mediation under this section does not resolve the parties' dispute.

(3) Failure by the public entity to respond to a claim from a contractor within the time periods described in this subdivision or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the public entity's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the claimant.

(4) Amounts not paid in a timely manner as required by this section shall bear interest at 7 percent per annum.

(5) If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against a public entity because privity of contract does not exist, the contractor may present to the public entity a claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on his or her own behalf or on behalf of a lower tier subcontractor, that the contractor present a claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the claim be presented to the public entity shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the contractor shall notify the subcontractor in writing as to whether the contractor presented the claim to the public entity and, if the original contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.

(e) The text of this section or a summary of it shall be set forth in the plans or specifications for any public works project that may give rise to a claim under this section.

(f) A waiver of the rights granted by this section is void and contrary to public policy, provided, however, that (1) upon receipt of a claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable; and (2) a public entity may prescribe reasonable change order, claim, and dispute resolution procedures and requirements in addition to the provisions of this section, so long as the contractual provisions do not conflict with or otherwise impair the timeframes and procedures set forth in this section.

(g) This section applies to contracts entered into on or after January 1, 2017.

(h) Nothing in this section shall impose liability upon a public entity that makes loans or grants available through a competitive application process, for the failure of an awardee to meet its contractual obligations.

(i) This section shall remain in effect only until January 1, 2020, and as of that date is repealed, unless a later enacted statute, that is enacted before January 1, 2020, deletes or extends that date.

Public Contract Code sections 20104 – 20104.6

§ 20104.

(a) (1) This article applies to all public works claims of three hundred seventy-five thousand dollars (\$375,000) or less which arise between a contractor and a local agency.

(2) This article shall not apply to any claims resulting from a contract between a contractor and a public agency when the public agency has elected to resolve any disputes pursuant to Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2.

(b) (1) "Public work" means "public works contract" as defined in Section 1101 but does not include any work or improvement contracted for by the state or the Regents of the University of California.

(2) "Claim" means a separate demand by the contractor for (A) a time extension, (B) payment of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public work and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to, or (C) an amount the payment of which is disputed by the local agency.

(c) The provisions of this article or a summary thereof shall be set forth in the plans or specifications for any work which may give rise to a claim under this article.

(d) This article applies only to contracts entered into on or after January 1, 1991.

§ 20104.2.

For any claim subject to this article, the following requirements apply:

(a) The claim shall be in writing and include the documents necessary to substantiate the claim. Claims must be filed on or before the date of final payment. Nothing in this subdivision is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims.

(b) (1) For claims of less than fifty thousand dollars (\$50,000), the local agency shall respond in writing to any written claim within 45 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.

(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.

(3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 15 days after receipt of the further documentation or within a period of time no greater than that taken by the claimant in producing the additional information, whichever is greater.

(c) (1) For claims of over fifty thousand dollars (\$50,000) and less than or equal to three hundred seventy-five thousand dollars (\$375,000), the local agency shall respond in writing to all written claims within 60 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.

(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.

(3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 30 days after receipt of the further documentation, or within a period of time no greater than that taken by the claimant in producing the additional information or requested documentation, whichever is greater.

(d) If the claimant disputes the local agency's written response, or the local agency fails to respond within the time prescribed, the claimant may so notify the local agency, in writing, either within 15 days of receipt of the local agency's response or within 15 days of the local agency's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon a demand, the local agency shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(e) Following the meet and confer conference, if the claim or any portion remains in dispute, 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 running of the period of time within which a claim must be filed shall be tolled from the time the claimant submits his or her written claim pursuant to subdivision (a) until the time that claim is denied as a result of the meet and confer process, including any period of time utilized by the meet and confer process.

(f) This article does not apply to tort claims and nothing in this article is intended nor shall be construed to change the time periods for filing tort claims or actions specified by 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.

§ 20104.4.

The following procedures are established for all civil actions filed to resolve claims subject to this article:

(a) Within 60 days, but no earlier than 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 for the selection within 15 days by both parties of a disinterested third person as mediator, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days from the commencement of the mediation unless a time requirement 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.

(b) (1) 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 (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.

(2) 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 of pay not to exceed their customary rate, and 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.

(3) In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, any party who after receiving an arbitration award requests a trial de novo but does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, pay the attorney's fees of the other party arising out of the trial de novo.

(c) The court may, upon request by any party, order any witnesses to participate in the mediation or arbitration process.

§ 20104.6.

(a) No local agency shall fail to pay money as to any portion of a claim which is undisputed except as otherwise provided in the contract.

(b) In any suit filed under Section 20104.4, the local agency shall pay interest at the legal rate on any arbitration award or judgment. The interest shall begin to accrue on the date the suit is filed in a court of law.

Exhibit A

Piggyback Contract

Exhibit B

Quote, September 4, 2018

BID MANUAL

BID NUMBER: 2015-16-1A

**FACILITY SUPPLY SERVICES CONTRACT
MODULAR CLASSROOM BUILDINGS AND MODULAR
TOILET ROOM BUILDINGS AT VARIOUS SITES**

SANTA RITA UNION SCHOOL DISTRICT

April 29, 2016



Santa Rita

Union School District

57 Russell Road, Salinas CA 93906 (831) 443-7200 Fax (831) 442-1729 www.santaritaschools.org

May 20, 2016

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

Subject: Notice of Award – Facilities Supply Contract

Dear Mr. Sarich,

Thank you for submitting your bid for the Facilities Supply Contract. Santa Rita Union School District ("District") has completed its review of the bids submitted in response to the Districts' bid package for the Facilities Supply Contract bid. Accordingly, we are pleased to inform you the Santa Rita Union School District Board of Education has awarded American Modular Systems the contract as the lowest responsible bidder at the board meeting held May 19, 2016.

Thank you for participation in this process.

We look forward to working with you.

Sincerely,

Nancy Pfeiffer
Chief Business Officer
Santa Rita Union School District

Serving the students of Santa Rita –

Superintendent:
Dr. Shelly D. Morr
smorr@santaritaschools.org

Chief Business Officer:
Nancy Pfeiffer
npfeiffer@santaritaschools.org

Director of Educational Services:
Dr. Mary White
mwhite@santaritaschools.org

Director of Human Resources:
Dr. Roxanne Regules
rregules@santaritaschools.org

Director of Curriculum/Special Projects
Melissa Alderman
malderman@santaritaschools.org

Board of Trustees:

Mrs. Elva Arellano
Ms. Meri Keiser
Mr. Sunil Patel
Mr. Tom Spencer
Ms. Sarah Turner

Bolsa Knolls Middle 443-3300, Gavilan View Middle 443-7212, La Joya Elementary 443-7216,
McKinnon Elementary 443-7224, New Republic Elementary 443-7246, Santa Rita Elementary 443-7221

Santa Rita

Union School District

57 Russell Road
Salinas, CA 93906
(831) 443 - 7200
Fax 442 - 1729

MEETING of the BOARD OF TRUSTEES AGENDA

THURSDAY, June 2, 2016

5:30 – CLOSED SESSION

Regular Session – 6:00 p.m.

District Administration Building Conference Room, 57 Russell Road, Salinas, CA

Enter the side door on the east, next to the parking lot. Any writings or documents that are public records and are provided to a majority of the governing board regarding an open session item on this agenda will be made available for public inspection in the District Office located at 57 Russell Road, Salinas CA during normal business hours. Any member of the public desiring to address the Board on an item not listed on the agenda may complete a "brown" card and submit it to the Superintendent or President of the Board prior to the start of the meeting. The meeting may be in part or whole recorded on audiotape.

To request a disability-related modification or accommodation in order to participate in this meeting, please contact the Office of the Superintendent at (831) 443-7200 at least 24 hours in advance.

- 1.0 CALL TO ORDER & PLEDGE OF ALLEGIANCE
- 2.0 ADJOURNED TO CLOSED SESSION
 - 2.1 Personnel Actions – Appointment, Employment, Evaluation, Discipline/Dismissal/Release GC 54957.
 - 2.2 Confer with Negotiations Team Regarding Collective Bargaining with the Santa Rita Teachers Association and California School Employees Association, Chapter 503 as per GC 54954.5 (f) and 54957..
 - 2.3 Potential Litigation as per GC 54956.9.
 - 2.4 Superintendent's Evaluation.
- 3.0 RECONVENE INTO OPEN SESSION
- 4.0 RECEIVE HEARINGS OF INDIVIDUALS DESIRING TO ADDRESS THE BOARD
- 5.0 CONSIDER APPROVAL OF CONSENT AGENDA
 - 5.1 Approval of Minutes
 - 5.2 Approve Warrants
 - 5.3 Personnel Actions
 - 5.4 Consider approval of agreement between Proactive K-9's and Santa Rita Union School District for contraband detection services and substance awareness for the period of July, 2016 through June, 2017.
 - 5.5 Acceptance of gifts to the district

5.6 Consider Approval of Minutes

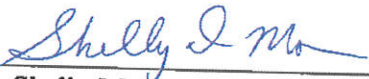
Minutes of May 19, 2016 Meeting of the Santa Rita School District Board of Trustees

- 1.0 Mrs. Arellano called the meeting to order at 6:04 p.m. Present: Ms. Keiser, Mr. Patel, Mr. Spencer, and Ms. Turner. The Pledge of allegiance was said.
It was moved by Ms. Turner and seconded by Mr. Spencer to approve a few adjustments to the Board agenda. Vote: 5 yes, 0 no. Moved Student Leadership to 2.0, amended the Resolution No. to Board Agenda item 6.5 to Resolution No. 16.05.85, and pulled agenda items 7.1 and 7.2 for next Board meeting.
Student Leadership reported.
- 2.0 Public Comment: Mrs. Rhonda Velez, CSEA requested an investigation regarding the workplace bullying.
- 3.0 It was moved by Ms. Keiser and seconded by Mr. Spencer to approve the consent agenda. Vote: 5 yes, 0 no.
 - 3.1 Reports from Student Leadership were moved top of the agenda.
 - 3.2 Approved Minutes of May 5, 2016
 - 3.3 Approved Warrants
 - 3.4 Approved Personnel Actions
 - 3.5 Approved a Multi-Day Outdoor Ed. Camp for McKinnon Elementary and Santa Rita Elementary for January 6-8, 2017.
 - 3.6 Accepted gifts to the district.
- 4.0 Reports, Information, and Correspondence
 - 4.1 Reports from District Organizations, Councils, or Committees
 - 4.2 Reports from School Principals/Directors/Department Staff/Chief Business Officer
 - 4.3 Reports of the Board on Activities or Meetings Attended
 - 4.4 Reports from the Superintendent
- 5.0 Business
 - 5.1 It was moved by Mr. Patel and seconded by Ms. Turner to adopt Resolution No 16.05.71 in which the Board of Education of the Santa Rita Union School District authorizes the issuance and sale of refunding bonds; approving, authorizing and directing execution of an amended and restated joint exercise of powers agreement relating to the California Statewide Communities Development Authority; and approving forms of documents and actions of district officers as necessary in connection therewith. Vote: 5 yes, 0 no.
 - 5.2 District staff presented to the Board their findings and recommendations for individual school sites summer projects. This was an informational item and no Board action was required.
 - 5.3 It was moved by Mr. Patel and seconded by Ms. Turner to accept a bid from American Modular Systems that provides the district an opportunity to purchase various modular buildings beginning May 19, 2016 through May 18, 2019 at the price established on this bid. No buildings are currently being recommended for purchase at this time. Vote: 5 yes, 0 no.
 - 5.4 It was moved by Ms. Turner and seconded by Ms. Keiser to approve an agreement with Anaya & Sons Construction to remove and replace sidewalks at Gavilan View Middle School for a cost not to exceed \$85,534. Vote: 5 yes, 0 no.
 - 5.5 It was moved by Mr. Patel and seconded by Ms. Turner to approve an agreement with Souto Brothers for the landscaping of the Earth, Sky and Water Lab at Gavilan View Middle School for a cost not to exceed \$59,500. Vote: 5 yes, 0 no.
 - 5.6 It was moved by Ms. Keiser and seconded by Mr. Spencer to approve a proposal to purchase a used 26' 2008 Skyjack electric platform scissor lift from United Rentals at a cost not to exceed \$9,285. Vote: 5 yes, 0 no.
 - 5.7 It was moved by Mr. Patel and seconded by Ms. Turner to approve a two year agreement between the Santa Rita Union School District and the Mexican American Opportunity Foundation, Inc. (MAOF) to lease the preschool building at Santa Rita Elementary School to operate a Daycare Center from July 1, 2015 to June 30, 2017. Vote: 5 yes, 0 no.
 - 5.8 It was moved by Ms. Turner and seconded by Ms. Keiser to approve the purchase of carpet from Shaw Industries, Inc. for the classroom modernization of eight portable classrooms at La Joya Elementary School, four classrooms and the Administrative Office at Santa Rita Elementary School and the Computer Lab at New Republic Elementary School using the NJPA approved contract with Shaw Industries, Inc. for a cost not to exceed \$48,213. Vote: 5 yes, 0 no.
 - 5.9 It was moved by Ms. Turner and seconded by Ms. Keiser to approve an agreement with Blancas Construction, Inc. to paint eleven portable classrooms including the doors and the Cafeteria access ramp at Gavilan View Middle School for a cost not to exceed \$19,643. Vote: 5 yes, 0 no.

- 6.0 Personnel
 - 6.1 It was moved by Mr. Patel and seconded by Mr. Spencer to approve Resolution No.16.05.81; Resolution of Appreciation for Robin M. Kunysz. Vote: 5 yes, 0 no.
 - 6.2 It was moved by Mr. Patel and seconded by Mr. Spencer to approve Resolution No.16.05.82; Resolution of Appreciation for Sandra L. McCafferty. Vote: 5 yes, 0 no.
 - 6.3 It was moved by Mr. Patel and seconded by Mr. Spencer to approve Resolution No. 16.05.83; Resolution of Appreciation for Jorge Jasso. Vote: 5 yes, 0 no.
 - 6.4 It was moved by Mr. Patel and seconded by Mr. Spencer to approve Resolution No. 16.05.84; Resolution of Appreciation for Jesus G. Rico. Vote: 5 yes, 0 no.
 - 6.5 I was moved by Ms. Keiser and seconded by Mr. Spencer to consider reduction of service of three hours of a Health Aide position for the 2016/2017 school year. Vote: 5 yes, 0 no.
 - 6.6 It was moved by Mr. Spencer and seconded by Mr. Patel to approve the Memorandum of Understanding between the Santa Rita Union School District and the National University. Vote: 5 yes, 0 no.
 - 6.7 It was moved by Mr. Patel and seconded by Mr. Spencer to approve the California School Employees Association (CSEA) and the District to "Sunshine" their proposal to open negotiations for the 2016-2017 school year. Vote: 5 yes, 0 no.
- 7.0 Curriculum
 - 7.1 It is recommended the Board of Trustees discuss the Local Control Accountability Plan (LCAP) update prior to submission to the Monterey County Office of Education. This agenda item was tabled.
 - 7.2 Superintendent and Curriculum and Instruction staff will be presenting to the Board information on updated assessment results. The agenda item was tabled.
- 8.0 Student Services – No Items
- 9.0 Administration - No Items
- 10.0 Closed Session
 - 10.1 Personnel Actions – Appointment, Employment, Evaluation, Discipline/Dismissal/Release GC 54957.
 - 10.2 Conferred with Negotiations Team Regarding Collective Bargaining with the Santa Rita Teachers Association and California School Employees Association, Chapter 503 as per GC 54954.5 (f) and 54957.
 - 10.3 Potential Litigation as per GC 54956.9
 - 10.4 Superintendent's Evaluation

Meeting was adjourned at approximately 8:37 p.m.

Respectfully submitted:



Dr. Shelly Morr, Secretary to the Board

esday, April

Trustees

Trustees
 will be held by duly appointed trustees. The sale will be made, without caveat and without warranty, expressed or implied, regarding title, possession, or encumbrances, to pay the remaining principal sum of the note(s) secured by the Deed of Trust, with interest and late charges thereon, as provided in the note(s), advances, under the terms of the deed of Trust, interest thereon, expenses, charges and expenses of the Deed of Trust, the total amount (at the time of the initial foreclosure of the note to be set forth below) of the note to be set forth below. The amount may be greater on the day of sale. BENEFICIARY MAY ELECT TO BID LESS THAN THE TOTAL MOUNT DUE. Trustor(s): STEPHEN HERRON, A MARRIED MAN, AS SOLE AND SEPARATE PROPERTY secured: 2/28/2002 as Instrument (2007016415 of Official Records) the office of the Recorder of Deeds, Alameda County, California, Date of Recording: 02/28/2002.

At the Main Administration

SALE: At the Main entrance to the County Administration Building, located at 1581 W Alisal Street, Salinas 95061. Amount of unpaid taxes: \$1,000.00. Other charges: \$68,637.47. The property is located at: 1581 W Alisal Street, Salinas 95061. The property address is: LA FAYETTE COUNTY, SALINAS, CA 95061. Assessor's Parcel No.: 21-2380-0000. NOTICE TO POTENTIAL BIDDERS: If you are considering bidding on this property, you should understand that there are risks involved in bidding at a trustee auction. You are bidding on a lien, not on the property itself. Placing the highest bid at a trustee auction does not automatically entitle you to free and clear ownership of the property. You should also be aware that the property auctioned off may be sold for a lower price. If you are the highest bidder at the auction, you are responsible for paying off the lien before the lien being auctioned off, before you can receive title to the property. You are encouraged to investigate the existence of the lien.

[illegible]

NOTICE OF PETITION TO ADMINISTER ESTATE OF ROBERT A. BRYANT, SR.
Case No. 16PR000070
To all heirs, beneficiaries, creditors, and persons who may be interested in the estate of, or otherwise be affected by, the will or estate, or both, of Robert A. Bryant, Sr. aka Robert Bryant.
This petition for PROBATE was filed by: Bonnie T. Bryant, III in the Superior Court of California, County of Santa Clara.
The PETITION FOR PROBATE requests that: Bonnie T. Bryant, III be appointed as personal representative to administer the estate of the decedent.
The PETITION requests authority to administer the estate under the Independent Administration Procedure. Grant of this authority will allow the personal representative to take any actions without obtaining court approval. Because of the certain and important actions, however, the personal representative will

ed persons

required to give notice to interested persons unless they have waived notice or assented to the proposed ac-

unless an in-

HEARING on the petition
Date: April 27, 2016

Court of California
State of Montana

YOU OBJECT to the grant-
of the petition, you
ould appear at the hearing
state your objections or
written objections with
court before the hearing.
appearance may be in
on or by your attorney.

ARE A CREDIT
ent creditor

YOU ARE A CREDITOR or contingent creditor of the decedent, you must file your claim with the court and mail a copy to the personal representative appointed by the court within the later of either (1) four months from the date of first issuance of letters to a general personal representative, as defined in section 58(b) of the California Probate Code, or (2) 60 days after the date of mailing of a personal delivery to you of a copy under section 9052 of the California Probate Code. If the California statutes provide no legal authority may affect your rights as a creditor. You may want to consult with an attorney knowledgeable in California law.

Y EXAMINE t
e court. If you

YOU MAY EXAMINE the file by the court. If you are a person interested in the estate, you may file with the court a *Request for Special Appraisal* (form DE-154) of the value of an inventory and appraisal of estate assets or of a petition or account as provided in Probate Code section 8500.

A Request for
form is available

250. A Request for Spec-
notice form is available
the court clerk.
aret H. Clark
rney for Petitioner
Alisal Street,
e 100A
s, CA 93901
57-2644
2 Apr 6, 13, 2016 (1149992)

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 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>
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	24 x 60 Classroom
Item H	12 x 60 Module
Item I	Steep Pitch 24 x 40 Classroom
Item J	Steep Pitch 12 x 40 Module
Item K	Steep Pitch 30 x 32 Classroom
Item L	Steep Pitch 10 x 32 Module
Item M	Two-Story 48 x 40 Classroom
Item N	Two-Story 12 x 40 Module
Item O	Two-Story Elevator Module
Item P	12 x 40 Restroom A
Item Q	12 x 40 Restroom B
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 95-104, 232-241	Casework
Item 108 & 244	Teaching Wall
Item 109 & 245	Science Work Station
Item 113	Interior Unisex Toilet Room
Item 185	Kitchen

END OF DOCUMENT

DOCUMENT 00 11 16

INVITATION TO BID

1. Notice is hereby given that the governing board ("Board") of the Santa Rita Union School District ("District" or "Owner") will receive sealed bids for the following project, Bid No. 2015-16-1A, Bid Package Contract ("Project" or "Contract"):

Facility Supply Services Contract, Modular Classroom Buildings and Modular Toilet Room Buildings at Various Sites

2. Sealed Bids will be received until 2 p.m., April 29, 2016, at the District Office, located at 57 Russell Road, Salinas, California, at or after which time the bids will be opened and publicly read aloud. Any claim by a bidder of error in its bid must be made in compliance with section 5100 et seq. of the Public Contract Code. Any bid that is submitted after this time shall be non-responsive and returned to the bidder.
3. The Project consists of:

Manufacture, Installation, and construction of prefabricated, modular, clear span buildings described in Title 2, Division 2, Chapter 2, Article 5, C.C.R., for purchase thereof including certain furnishings and equipment.
4. All bids shall be on the form provided by the District. Each bid must conform and be responsive to all pertinent Contract Documents, including, but not limited to, the Instructions to Bidders.
5. To bid on this Project, the Bidder is required to possess one or more of the following State of California Contractor Licenses: B

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

10. The District and/or the California Department of Industrial Relations will be operating a labor compliance program on this Project pursuant to Labor Code section 1771, et seq.
11. Contract Documents are available on April 6, 2016, for review at the District Facilities Office.
12. Contract Documents are also available for purchase for One Hundred dollars (\$ 100) at the District Facilities Office. This fee is refundable if the Contract Documents are returned in clean condition to the District Facilities Office no later than ten (10) calendar days after the date of the bid opening.
13. The District's Board reserves the right to reject any and all bids and/or waive any irregularity in any bid received. If the District awards the Contract, the security of unsuccessful bidder(s) shall be returned within sixty (60) days from the time the award is made. Unless otherwise required by law, no bidder may withdraw its bid for ninety (90) days after the date of the bid opening.
14. The District shall award the Contract, if it awards it at all, to the lowest responsive responsible bidder based on:

The sum of the base bid amounts for Buildings A-HP, C-HP and E-HP only.

END OF DOCUMENT

INSTRUCTIONS TO BIDDERS

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

Santa Rita School District ("District") 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. Bids are requested for a furnishing modulars for the following contract ("Contract"):

MODULAR CLASSROOM BUILDINGS AND MODULAR
TOILET ROOM BUILDINGS AT VARIOUS SITES
2. District will receive sealed Bids from Bidders as stipulated in the Notice to Bidders.
3. Bidders must submit Bids on the Bid Form and Proposal 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.
4. 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 and Proposal:
 - a. Plans and specifications for modulars.
 - b. Bid Bond on the District's form, or other security.
 - c. Noncollusion Declaration.
 - d. Iran Contracting Act Certification, if contract value is \$1,000,000 or more.
5. Bidders must submit with their Bids 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 amount of base Bid, plus all additive alternates ("Bid Bond"). If Bidder chooses to provide a Bid Bond as security, Bidder must use the required form of corporate surety provided by District. The Surety on Bidder's 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. If Bidder to whom Contract is awarded fails or neglects to enter into Contract and submit required bonds, insurance certificates, and all other required documents, within **SEVEN (7)** calendar days after the date of the Notice of Award, District may deposit Bid Bond, cash, cashier's check, or certified check for collection, and proceeds thereof may be retained by District as liquidated damages for failure of Bidder to enter into Contract, in the sole discretion of District. It is agreed that calculation of damages District may suffer as a result of Bidder's failure to enter into the Contract would be extremely difficult and impractical to determine and that the amount of the Bidder's required bid security shall be the agreed and conclusively presumed amount of damages.
7. Bidders shall submit the Noncollusion Declaration with their Bids. Bids submitted without the Noncollusion Declaration shall be deemed non-responsive and will not be considered.

8. Bids shall be clearly written and without erasure or deletions. District reserves the right to reject any Bid containing erasures, deletions, or illegible contents.
9. Bidders shall not modify the Bid Form and Proposal or qualify their Bids. Bidders shall not submit to the District a re-formatted, re-typed, altered, modified, or otherwise recreated version of the Bid Form and Proposal or other District-provided document.
10. 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 or demonstrate its good faith effort to solicit DVBE participation in this Contract. In order to meet this requirement by demonstrating a good faith effort, Bidder must advertise for DVBE-certified subcontractors and suppliers before submitting its Bid. For any project that is at least partially state-funded, the lowest responsive responsible Bidder awarded the Contract must submit certification of compliance with the procedures for implementation of DVBE contracting goals with its signed Agreement. DVBE Certification Participation Forms are attached. Do not submit these forms with your Bid.
11. Submission of Bid signifies careful examination of Contract Documents and complete understanding of the nature, extent, and location of materials and/or thing to be performed. Bidders must complete the tasks listed below as a condition to bidding, and submission of a Bid shall constitute the Bidder's express representation to District that Bidder has fully completed the following:
 - a. 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;
 - b. Bidder must, prior to bidding, perform the work, investigations, research, and analysis required by this document and that Bidder represented in its Bid Form and Proposal that it performed prior to bidding. Vendor under this Contract 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, including all "incidental" costs.
12. All questions about the meaning or intent of the Contract Documents are to be directed in writing to the District. Interpretations or clarifications considered necessary by the District in response to such questions will be issued in writing by Addenda emailed, faxed, mailed, or delivered to all parties recorded by the District as having received the Contract Documents. Questions received less than **SEVEN (7)** calendar days prior to the date for opening Bids will not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
13. Addenda may also be issued to modify other parts of the Contract Documents as deemed advisable by the District.
14. Each Bidder must acknowledge each Addendum in its Bid Form and Proposal by number or its Bid shall be considered non-responsive. Each Addendum shall be part of the Contract Documents. A complete listing of Addenda may be secured from the District.
15. All Bids must be sealed, and marked with name and address of the Bidder and the Contract Number, Bid number, Bid package, and time of bid opening. Bids will be received as indicated in the Notice to Bidders.
 - a. Mark envelopes with the name of the Project.

- b. Bids must be submitted to the **Santa Rita Union School District, 57 Russell Road, Salinas, CA 93906. Attention: Nancy Pfeiffer, CBO**, by date and time shown in the Notice to Bidders.
 - c. Bids must contain all documents as required herein.
16. Bids will be opened at or after the time indicated for receipt of bids.
17. 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. In the event two or more responsible bidders submit identical bids, the District shall select the Bidder to whom to award the Contract by lot.
18. The Bidder to whom Contract is awarded 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 reject the bid as non-responsive.
- a. Agreement: To be executed by successful Bidder. Submit four (4) copies, each bearing an original signature.
19. Any bid protest by any Bidder regarding any other bid must be submitted in writing to the District, before 5:00 p.m. of the **THIRD (3rd)** business day following bid opening.
- a. Only a Bidder who has actually submitted a bid, and who could be awarded the Contract if the bid protest is upheld, is eligible to submit a bid protest. Subcontractors are not eligible to submit bid protests. A Bidder may not rely on the bid protest submitted by another Bidder.
 - b. A bid protest must contain a complete statement of any and all bases for the protest and all supporting documentation. Materials submitted after the bid protest deadline will not be considered
 - c. The protest must refer to the specific portions of all documents that form the basis for the protest.
 - d. The protest must include the name, address and telephone number of the person representing the protesting party.
 - e. 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.
 - f. 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.
20. 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. .

21. Discrepancies between written words and figures, or words and numerals, will be resolved in favor of numerals or figures.
22. 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.
23. For the original three (3) year term of the Contract and any mutually agreed extensions pursuant to this bid, other school districts, community college districts, California State Universities and other Public Agencies within the State of California, may procure the identical Project item(s) at the same price and upon the same terms and conditions as set forth in the Contract pursuant to Public Contract Code sections 20118 and 20652.

END OF DOCUMENT

ADDITIONAL PUBLIC AGENCY LIST

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

ALAMEDA COUNTY

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

ALPINE COUNTY

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

AMADOR COUNTY

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

BUTTE COUNTY

Office of the Butte County Superintendent of Schools
Bangor Union Elementary School District
Biggs Unified School District
Chico Unified School District
Durham Unified School District
Feather Falls Union Elementary School District
Golden Feather Union Elementary School District
Gridley Unified School District
Manzanita Elementary School District
Oroville City Elementary School District
Oroville Union High School District
Palermo Union School District
Paradise Unified School District
Pioneer Union Elementary School District

SANTA RITA SCHOOL DISTRICT

Thermalito Union School District

CALAVERAS COUNTY

Office of the Calaveras County Superintendent of Schools
Bret Harte Union High School District
Calaveras Unified School District
Mark Twain Union Elementary School District
Vallecito Union Elementary School District

COLUSA COUNTY

Office of the Colusa County Superintendent of Schools
Colusa Unified School District
Maxwell Unified School District
Pierce Joint Unified School District
Williams Unified School District

CONTRA COSTA COUNTY

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

DEL NORTE COUNTY

Office of the Del Norte County Superintendent of Schools
Del Norte County Unified School District

INSTRUCTIONS TO BIDDERS

EL DORADO COUNTY

Office of the El Dorado County Superintendent of Schools

Black Oak Mine Unified School District
Buckeye Union Elementary School District
Camino Union Elementary School District
El Dorado Union High School District
Gold Oak Union School District
Gold Trail Union School District
Indian Diggings Elementary School District
Lake Tahoe Unified School District
LaTrobe School District
Mother Lode Union Elementary School District
Pioneer Union Elementary School District
Placerville Union Elementary School District
Pollock Pines Elementary School District
Rescue Union Elementary School District
Silver Fork Elementary School District

FRESNO COUNTY

Office of the Fresno County Superintendent of Schools

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

Selma Unified School District
Sierra Unified School District
Washington Colony Elementary School District
Washington Union High School District
West Fresno Elementary School District
West Park Elementary School District
Westside Elementary School District

GLENN COUNTY

Office of the Glenn County Superintendent of Schools

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

HUMBOLDT COUNTY

Office of the Humboldt County of Superintendent of Schools

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

Scotia Union Elementary School District
South Bay Union Elementary School District
Southern Humboldt Joint Unified School District
Trinidad Union Elementary School District

IMPERIAL COUNTY

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

INYO COUNTY

Office of the Inyo County Superintendent of Schools
Big Pine Unified School District
Bishop Union Elementary School District
Bishop Joint Union High School District
Death Valley Unified School District
Lone Pine Unified School District
Owens Valley Unified School District
Round Valley Joint Elementary School District

KERN COUNTY

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

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

KINGS COUNTY

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

LAKE COUNTY

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

LASSEN COUNTY

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

LOS ANGELES COUNTY

Office of the Los Angeles County Superintendent of Schools
A.B.C. Unified School District
Acton-Agua Dulce Unified School District
Alhambra City Elementary School District
Alhambra City High School District
Antelope Valley Union High School District
Arcadia Unified School District
Azusa Unified School District
Baldwin Park Unified School District
Bassett Unified School District
Bellflower Unified School District
Beverly Hills Unified School District
Bonita Unified School District
Burbank Unified School District
Castaic Union School District
Centinela Valley Union High School District
Charter Oak Unified School district
Claremont Unified School District
Compton Unified School District
Covina-Valley Unified School DistrictCulver City
Unified School District
Downey Unified School District
Duarte Unified School District
East Whittier City Elementary School District
Eastside Union School District
El Monte City School District

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

Westside Union Elementary School District
Whittier City School District
Whittier Union High School District
William S Hart Union High School District
Wilsona Unified School District
Wiseburn Elementary School District

MADERA COUNTY

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

MARIN COUNTY

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

MARIPOSA COUNTY

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

MENDOCINO COUNTY

Office of the Mendocino County Superintendent of Schools

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

MERCED COUNTY

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

MODOC COUNTY

Office of the Modoc County Superintendent of Schools
Modoc Joint Unified School District
Surprise Valley Joint Unified School District
Tulelake Basin Joint Unified School District

MONO COUNTY

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

MONTEREY COUNTY

Office of the Monterey County Superintendent of Schools

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

NAPA COUNTY

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

NEVADA COUNTY

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

ORANGE COUNTY

Office of the Orange County Superintendent of Schools

Anaheim Union High School District
Brea-Olinda Unified School District
Buena Park Elementary School District
Capistrano Unified School District
Centralia Elementary School District
Cypress Elementary School District
Fountain Valley Elementary School District
Fullerton Elementary School District
Fullerton Joint Union High School District
Garden Grove Unified School District
Huntington Beach City Elementary School District
Huntington Beach Union High School District
Irvine Unified School District
La Habra City Elementary School District
Laguna Beach Unified School District
Los Alamitos unified School District
Magnolia Elementary School District
Newport-Mesa Unified School District
Orange Unified School District
Orange View Elementary School District
Placentia – Yorba Linda Unified School District
Saddleback Valley Unified School District
Santa Ana Unified School District
Savanna Elementary School District
Tustin Unified School District
Westminster Elementary School District

PLACER COUNTY

Office of the Placer County Superintendent of Schools

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

PLUMAS COUNTY

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

RIVERSIDE COUNTY

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

SACRAMENTO COUNTY

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

SAN BENITO COUNTY

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

SAN BERNARDINO COUNTY

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

SAN DIEGO COUNTY

Office of the San Diego County Superintendent of Schools

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

SAN FRANCISCO COUNTY

Office of the San Francisco County Superintendent of Schools

San Francisco Unified School District

SAN JOAQUIN COUNTY

Office of the San Joaquin County Superintendent of Schools

Banta Elementary School District
Delta Island Union Elementary School District
Escalon Unified School District
Holt Union Elementary School District
Jefferson Elementary School District
Lammersville Elementary School District
Lincoln Unified School District
Linden Unified School District
Manteca Unified School District
New Hope Elementary School District
New Jerusalem Elementary School District
Oak View Elementary School District
Ripon Unified School District
Stockton Unified School District
Tracy Joint Unified School District

SAN LUIS OBISPO COUNTY

Office of the San Luis Obispo County Superintendent of Schools

Atascadero unified School District
Cayucos Elementary School District
Coast Unified School District
Lucia Mar Unified School District
Paso Robles Joint Unified School District
Pleasant Valley Joint Union Elementary School District
San Luis Coastal Unified School District
San Miguel Joint Union Elementary School District
Shandon Joint Unified School District
Templeton Unified School District

SAN MATEO COUNTY

Office of the San Mateo County Superintendent of Schools

Bayshore Elementary School District
Belmont-Redwood Shores School District
Brisbane Elementary School District
Burlingame Elementary School District
Cabrillo Unified School District
Hillsborough City School District
Jefferson Elementary School District
Jefferson Union High School District
Laguna Salada Union Elementary School District
La Honda-Pescadero Unified school District
Las Lomitas Elementary School District
Menlo Park City Elementary School District
Millbrae Elementary School District
Portola Valley Elementary School District
Ravenswood City Elementary School District

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

SANTA BARBARA COUNTY

Office of the Santa Barbara County Superintendent of Schools

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

SANTA CLARA COUNTY

Office of the Santa Clara County Superintendent of Schools

Alum Rock Union Elementary School District
Berryessa Union Elementary School District
Cambrian Elementary School District
Campbell Union Elementary School District
Campbell Union High School District
Cupertino Union School District
East Side Union High School District
Evergreen Elementary School District
Franklin-McKinley Elementary School District
Fremont Union High School District
Gilroy Unified School District
Lakeside Joint Unified School District
Loma Prieta Joint Union Elementary School District
Los Altos Elementary School District

Los Gatos-Saratoga Joint Unified School District
Los Gatos Union Elementary School District
Luther Burbank School District
Milpitas Unified School District
Montebello Elementary School District
Moreland Elementary School District
Morgan Hill Unified School District
Mt. Pleasant Elementary School District
Mountain View Elementary School District
Mountain View – Los Altos Union High School District
Oak Grove Elementary School District
Orchard School District
Palo Alto Unified School District
San Jose Unified School District
Santa Clara Unified School District
Saratoga Union Elementary School District
Sunnyvale Elementary School District
Union Elementary School District
Whisman Elementary School District

SANTA CRUZ COUNTY

Office of the Santa Cruz County Superintendent of Schools

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

SHASTA COUNTY

Office of the Shasta County Superintendent of Schools

Anderson Union High School District
Bella Vista Elementary School District
Black Butte Union Elementary School District
Cascade Union Elementary School District
Castle Rock Union Elementary School District
Columbia Elementary School District
Cottonwood Union Elementary School District
Enterprise Elementary School District
Fall River Joint Union School District
French Gulch – Whiskeytown Elementary School District
Gateway Unified School District
Grant Elementary School District

Happy Valley Union Elementary School District
Igo, Ono, Platina Union Elementary School District
Indian Springs Elementary School District
Junction Elementary School District
Millville Elementary School District
Mountain Union Elementary School District
North Cow Creek Elementary School District
Oak Run Elementary School District
Pacheco Union Elementary School District
Redding Elementary School District
Shasta Union Elementary School District
Shasta Union High School District
Whitmore Union Elementary School District

SIERRA COUNTY

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

SISKIYOU COUNTY

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

SOLANO COUNTY

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

SONOMA COUNTY

Office of the Sonoma County Superintendent of
Schools
Alexander Valley Union Elementary School District
Bellevue Union Elementary School District
Bennett Valley Union Elementary School District
Cinnabar Elementary School District
Cloverdale Unified School District
Cotati-Rohnert Park Unified School District
Dunham Elementary School District
Forestville Union Elementary School District
Fort Ross Elementary School District
Geyersville Unified School District
Gravenstein Union Elementary School District
Guerneville Elementary School District
Harmony Union School District
Healdsburg Unified School District
Horicon Elementary School District
Kashia Elementary School District
Kenwood Elementary School District
Liberty Elementary School District
Mark West Union School District
Monte Rio Union Elementary School District
Montgomery Elementary School District
Oak Grove Union Elementary School District
Old Adobe Union Elementary School District
Petaluma City Elementary School District
Petaluma Joint Union High School District
Piner-Olivet Union Elementary School District
Rincon Valley Union Elementary School District
Roseland Elementary School District
Santa Rosa Elementary School District (City of)
Santa Rosa High School District (City of)
Sebastopol Union Elementary School District
Sonoma Valley unified School District
Twin Hills Union Elementary School District
Two Rock Union Elementary School District
Waugh Elementary School District
West Side Union School District
West Sonoma County Union High School District
Wilmar Union Elementary School District
Windsor School District

Wright Elementary School District

STANISLAUS COUNTY

Office of the Stanislaus County Superintendent of Schools

Ceres Unified School District

Chatom Union Elementary School District

Denair Unified School District

Empire Union School District

Gratton Elementary School District

Hart-Ransom Union Elementary School District

Hickman Elementary School District

Hughson Unified School District

Keyes Union School District

Knights Ferry Elementary School District

La Grange Elementary School District

Modesto City Elementary School District

Modesto City High School District

Newman-Crows Landing Unified School District

Oakdale Joint Unified School District

Paradise Elementary School District

Patterson Joint Unified School District

Riverbank Unified School District

Roberts Ferry Union Elementary School District

Salida Union School District

Shiloh Elementary School District

Stanislaus Union Elementary School District

Sylvan Union Elementary School District

Turlock Unified School District

Valley Home Joint Elementary School District

Waterford Elementary School District

SUTTER COUNTY

Office of the Sutter County Superintendent of Schools

Brittan Elementary School District

Browns Elementary School District

East Nicolaus Joint Union High School District

Franklin Elementary School District

Live Oak Unified School District

Marcum-Illinois Union Elementary School District

Meridian Elementary School District

Nuestro Elementary School District

Pleasant Grove Joint Union Elementary School District

Sutter Union High School District

Winship Elementary School District

Yuba City Unified School District

TEHAMA COUNTY

Office of the Tehama County Superintendent of Schools

Antelope Elementary School District

Bend Elementary School District

Corning Union Elementary School District

Corning Union High School District

Elkins Elementary School District

Evergreen Union Elementary School District

Flournoy Union Elementary School District

Gerber Union Elementary School District

Kirkwood Elementary School District

Lassen View Union Elementary School District

Los Molinos Unified School District

Manton Joint Union School District

Mineral Elementary School District

Plum Valley Elementary School District

Red Bluff Union Elementary School District

Red Bluff Joint Union High School District

Reeds Creek Elementary School District

Richfield Elementary School District

TRINITY COUNTY

Office of the Trinity County Superintendent of Schools

Burnt Ranch Elementary School District

Coffee Creek Elementary School District

Cox Bar Elementary School District

Douglas City Elementary School District

Junction City Elementary School District

Lewiston Elementary School District

Mountain Valley Unified School District

Southern Trinity Joint Unified School District

Trinity Center Elementary School District

Trinity Union High School District

Weaverville Elementary School District

TULARE COUNTY

Office of the Tulare County Superintendent of Schools

Allensworth Elementary School District

Alpaugh Unified School District

Alta Vista Elementary School District

Buena Vista Elementary School District

Burton School District

Citrus South Tule Elementary School District

Columbine Elementary School District

Cutler-Orosi Unified School District

Dinuba Unified School District

Ducor Union Elementary School District

Earlimart Elementary School District

Exeter Union Elementary School District

Exeter Union High School District

Farmersville Unified School District

Hope Elementary School District

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

TUOLUMNE COUNTY

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

VENTURA COUNTY

Office of the Ventura County Superintendent of Schools
 Briggs Elementary School District

Conejo Valley Unified School District
 Fillmore Unified School District
 Hueneme Elementary School District
 Mesa Union Elementary School District
 Moorpark Unified School District
 Mupu Elementary School District
 Oak Park Unified School District
 Ocean View Elementary School District
 Ojai Unified School District
 Oxnard Union High School District
 Pleasant Valley School District
 Rio Elementary School District
 Santa Clara Elementary School District
 Santa Paula Elementary School District
 Santa Paula Union High School District
 Simi Valley Unified School District
 Somis Union Elementary School District
 Ventura Unified School District

YOLO COUNTY

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

YUBA COUNTY

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

CALIFORNIA STATE UNIVERSITIES

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

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

CALIFORNIA COMMUNITY COLLEGES

Allan Hancock Joint Community College
Antelope Valley Community College
Barstow Community College
Butte Community College
Cabrillo Community College
Cerritos Community College
Chabot-Las Positas Community College
Chaffey Community College
Citrus Community College
City College of San Francisco
Coast Community College
College of Marin
College of the Sequoias
Compton Community College
Contra Costa Community College
Desert Community College
El Camino Community College
Feather River Community College
Foothill-De Anza Community College
Fremont-Newark Community College
Gavilan Joint Community College
Glendale Community College
Grossmont-Coyamaca Community College
Hartnell Community College
Imperial Community College
Kern Community College
Lake Tahoe Community College
Lassen Community College
Long Beach Community College
Los Angeles Community College
Los Rios Community College

Mt. San Antonio Community College
Mt. San Jacinto Community College
Mendocino-Lake Community College
Merced Community College
Miracosta Community College
Monterey Peninsula Community College
Napa Valley Community College
North Orange County Community College
Palo Verde Community College
Palomar College
Pasadena Area Community College
Peralta Community College
Rancho Santiago Community College
Redwoods Community College
Rio Hondo Community College
Riverside Community College
Saddeback Community College
San Bernardino Community College District
San Diego Community College
San Francisco Community College
San Jose/Evergreen Community College
San Joaquin Delta Community College
San Luis Obispo County Community College
San Mateo County Community College
Santa Barbara Community College
Santa Clarita Community College
Santa Monica Community College
Shasta-Tehama-Trinity Joint Community College
Sierra Joint Community College
Siskiyou Joint Community College
Solano County Community College
Sonoma County Community College
Southwestern Community College
State Center Community College
Ventura County Community College
Victor Valley Community College
West Hills Community College
West Valley-Mission Community College
Yosemite Community College
Yuba Community College

NOTE: Modifications may be required for specific regional locations and or/public agencies.

These items may include but not limited to: wind loading, heating, ventilating, cooling, roof loading, and applicable code requirements regarding public agencies.

END OF DOCUMENT

DOCUMENT 00 41 13
BID FORM AND PROPOSAL

Santa Rita School District ("District")

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 Bid No. 1A.

CONTRACT: \$568,360.00 * Five hundred sixty eight thousand
three hundred sixty *

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

Complete pages 1-4, American Modular Systems Contract Bid No. 1A and Unit price summary matrix item numbers 13-272.

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. The undersigned has reviewed the Contract Documents and fully understands the scope required in this Proposal 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 Proposal, 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.
 2. 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 District before bid date to verify the issuance of any clarifying Addenda.
 3. 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.
 4. 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.
 5. The following documents are attached hereto:
 - Plans and specifications for proposed modulares
 - Bid Bond on the District's form or other security
 - Noncollusion Declaration
 - Iran Contracting Act Certification
- Receipt and acceptance of the following addenda is hereby acknowledged:

SANTA RITA SCHOOL DISTRICT

**BID FORM AND PROPOSAL
DOCUMENT 00 41 13-1**

No. <u>NONE</u> Dated _____	No. _____, Dated _____
No. _____, Dated _____	No. _____, Dated _____
No. _____, Dated _____	No. _____, Dated _____

6. 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.
7. The Bidder agrees that the awarded contract will be a "piggyback" contract that will be renewed for the next three (3) years through April 30, 2019.
8. 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.
9. 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 28th day of April 20 16

Name of Bidder American Modular Systems, Inc.

Type of Organization 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: 12-31-16

No.: _____ Class: _____ Expiration Date: _____

No.: _____ Class: _____ Expiration Date: _____

Public Works Contractor Registration No.: 1000000689

If Bidder is a corporation, affix corporate seal.

Name of Corporation: American Modular Systems, Inc

President: Daniel Sarich

Secretary: Belinda Sarich

Treasurer: "

Manager: _____

END OF DOCUMENT

DESIGNATED SUBCONTRACTORS LIST

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

PROJECT: Facilities Supply Contract

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: D&B Fire Protection Location: Corona
 Scope of Work: Fire Sprinklers If DVBE, Percent of Work: 0 %

California Contractor License Number: CLC - 410294

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

California Contractor License Number: 605460

Subcontractor Name: Boeger Plastering Location: Applegate
Scope of Work: Stucco If DVBE, Percent of Work: 0 %

California Contractor License Number: 319451

Subcontractor Name: Lecal Enterprises, Inc. Location: Ladera Ranch
Scope of Work: Concrete Foundations If DVBE, Percent of Work: 0 %

California Contractor License Number: _____

Subcontractor Name: _____ Location: _____
Scope of Work: _____ If DVBE, Percent of Work: _____ %

California Contractor License Number: _____

Subcontractor Name: _____ Location: _____
Scope of Work: _____ If DVBE, Percent of Work: _____ %

California Contractor License Number: _____

Subcontractor Name: _____ Location: _____
Scope of Work: _____ If DVBE, Percent of Work: _____ %

California Contractor License Number: _____

Subcontractor Name: _____ Location: _____
Scope of Work: _____ If DVBE, Percent of Work: _____ %

California Contractor License Number: _____

Subcontractor Name: _____ Location: _____
Scope of Work: _____ If DVBE, Percent of Work: _____ %

California Contractor License Number: _____

Subcontractor Name: _____ Location: _____
Scope of Work: _____ If DVBE, Percent of Work: _____ %

California Contractor License Number: _____

Subcontractor Name: _____ Location: _____

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

California Contractor License Number: _____

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 28, 2016

Proper Name of Bidder: American Modular Systems, Inc.

Signature: 

Print Name: Daniel Sarich

Title: President

END OF DOCUMENT

DOCUMENT 00 45 19

NONCOLLUSION AFFIDAVIT
Public Contract Code § 7106

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

The undersigned declares:

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

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

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

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

Date: April 28, 2016
Proper Name of Bidder: American Modular Systems, Inc.
City, State: Manteca, CA
Signature: [Signature]
Print Name: Daniel Sarich
Title: President

END OF DOCUMENT

IRAN CONTRACTING ACT CERTIFICATION (Public Contract Code § 2204)

PROJECT/CONTRACT NO.: Facilities Supply Contract between Santa Rita School District (the "District" or the "Owner") and American Modular Systems, Inc. (the "Contractor" or the "Bidder") (the "Contract" or the "Project").

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

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

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

OR

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

OR

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

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

Date:

April 28, 2016

Proper Name of Contractor:

American Modular Systems, Inc.

Signature:

[Signature]

Print Name:

Daniel Sarich

Title:

President

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 Rita Union School District ("District") of Monterrey County, State of California as Obligor, in the sum of
Ten Percent of Amount Bid (\$ 10%)

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

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

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

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

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

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

SANTA RITA UNION SCHOOL DISTRICT

BID BOND
DOCUMENT 00 43 13-1

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on the 27 day of April, 20 16.

American Modular Systems, Inc.

Principal

By

Daniel Sarich
Daniel Sarich - President

Western Surety Company

Surety

Elizabeth Collodi
By Elizabeth Collodi, Attorney-in-Fact

Nancy Flores c/o CT Corporation System

Name of California Agent of Surety

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

Address of California Agent of Surety

(877) 589-6952

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

SANTA RITA UNION SCHOOL DISTRICT

BID BOND
DOCUMENT 00 43 13-2

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 27, 2016 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.

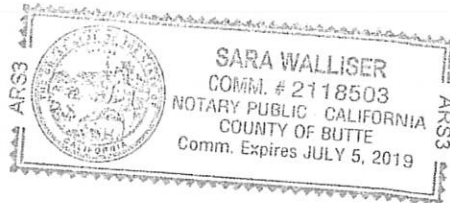
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Sara Walliser

(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

Nancy Luttenbacher, John Hopkins, Steve Williams, Elizabeth Collodi, Bonnie Two Bears, Mindy Elaine Whitehouse, Bobbie Beeny, 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 21st day of August, 2015.



WESTERN SURETY COMPANY

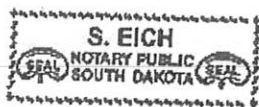
Paul T. Brufat

Paul T. Brufat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 21st day of August, 2015, before me personally came Paul T. Brufat, 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
February 12, 2021



CERTIFICATE

S. Eich

S. Eich, Notary Public

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 27 day of April, 2016.



WESTERN SURETY COMPANY

L. Nelson

L. Nelson, Assistant Secretary

No. 3472

STATE OF CALIFORNIA
DEPARTMENT OF INSURANCE
SAN FRANCISCO

Amended
Certificate of Authority

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

Western Surety Company

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

Surety and Liability

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

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

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

Fee \$25.00

Rec. No. 61589

Filed 10-4-74

Wesley J. Kinder
Insurance Commissioner

By
Certification

Wallace W. Scales
Deputy

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

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

John Garamendi
Insurance Commissioner

By *Pauline D'Andrea*
Pauline D'Andrea



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
P.O. BOX 5077
SIOUX FALLS, SD 57117-5077

Old Company Names

Effective Date

Agent For Service

NANCY FLORES
C/O CT CORPORATION SYSTEM
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 45 26

WORKERS' COMPENSATION CERTIFICATION

PROJECT/CONTRACT NO.: Facility Supply Services Contract between Santa Rita Union School District (the "District" or the "Owner") and American Modular Systems, Inc. (the "Contractor" or the "Bidder") (the "Contract" or the "Project").

Labor Code section 3700 in relevant part provides:

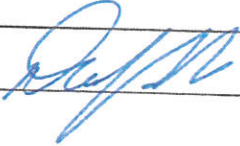
Every employer except the State shall secure the payment of compensation in one or more of the following ways:

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

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

Date: May 24, 2016

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 Services Contract between Santa Rita Union School District (the "District" or the "Owner") and American Modular Systems, Inc. (the "Contractor" or the "Bidder") (the "Contract" or the "Project").

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

Date: May 24, 2016

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 Services Contract between Santa Rita Union School District (the "District") and American Modular Systems, Inc. (the "Contractor" or the "Bidder") (the "Contract" or the "Project").

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

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

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

DVBE PARTICIPATION REPORT

Contractor Name: American Modular Systems, Inc. Date: May 24, 2016

Project Name: Facilities Supply Contract Project Number: _____

DVBE Firm Name	Trade / Portion of Work	Subcontract/ Contract Value
NONE - Good Faith Effort		
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: May 24, 2016

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 Services Contract Santa Rita Union School District (the "District" or the "Owner") and American Modular Systems, Inc. (the "Contractor" or the "Bidder") (the "Contract" or the "Project").

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

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

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

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


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

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

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

Date: May 24, 2016

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 Services Contract between Santa Rita Union School District (the "District" or the "Owner") and American Modular Systems, Inc. (the "Contractor" or the "Bidder") (the "Contract" or the "Project").


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

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

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

Date: May 24, 2016

Proper Name of Contractor: American Modular Systems, Inc.

Signature: 

Print Name: Daniel Sarich

Title: President

END OF DOCUMENT

CRIMINAL BACKGROUND INVESTIGATION / FINGERPRINTING CERTIFICATION

PROJECT/CONTRACT NO.: Facility Supply Services Contract between Santa Rita Union School District (the "District" or the "Owner") and American Modular Systems, Inc. (the "Contractor" or the "Bidder") (the "Contract" or the "Project").

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

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

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

X 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: May 24, 2016

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 _____ DAY OF _____, 20____, by and between the Santa Rita Union School District ("District" or "Owner") and _____ ("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, Modular Classroom Buildings and Modular Toilet Room Buildings at Various Sites**

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. Special Conditions (if any);
- 2.2.4. Supplemental Conditions (if any);
- 2.2.5. General Conditions;
- 2.2.6. Remaining Division 0 documents (Documents beginning with "00");;
- 2.2.7. Division 1 Documents (Specifications – General Conditions; Documents beginning with "01");
- 2.2.8. Division 2 through Division 32 documents (Technical Specifications);
- 2.2.9. Figured dimensions;

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 _____ (_____) consecutive calendar days ("Contract Time") from the date specified in the District's Notice to Proceed. 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.

4. **Completion-Extension Of Time:** If Contractor fails to complete the Work within the Contract Time, due allowance being made for the contingencies provided for herein, Contractor shall become liable to District for all loss and damage that District may suffer on account thereof. Contractor shall coordinate its Work with the work of all other contractors. The District shall not be liable for delays resulting from Contractor's failure to coordinate its Work with other contractors in a manner that allows for timely completion of Contractor's Work. Contractor shall be liable for delays to other contractors caused by Contractor's failure to coordinate its Work with the work of other contractors.
5. **Liquidated Damages:** Time is of the essence for all Work to be performed. It is hereby understood and agreed that it is and will be difficult and/or impossible to ascertain and determine the actual damage that District will sustain in the event of and by reason of Contractor's delay; therefore, Contractor shall forfeit to District the following sum(s) ("Liquidated Damages"):
- **Project Completion:** One Hundred dollars (\$100.00) per day as Liquidated Damages for each and every day's delay beyond the Contract Time to complete all the Work.
- 5.1. It is hereby understood and agreed that neither the total cumulative Liquidate Damages amount nor any portion of the Liquidated Damage amount are penalties.
- 5.2. District may deduct Liquidated Damages from money due or that may become due Contractor under this Agreement. Contractor's forfeiture of Liquidated Damages to District, and District's right to retain Liquidated Damages, are as indicated in Government Code section 53069.85 and as indicated herein and in the General Conditions.
- 5.3. Contractor and Surety shall be liable for and pay to District the entire amount of Liquidated Damages including any portion that exceeds the amount of the Contract Price then held, retained or controlled by District.
- 5.4. Liquidated Damages shall be in addition, and not in lieu of, District's right to charge Contractor for the District's cost of completing or correcting items of the Work.
- 5.5. District may extend the Contract Time if Work is delayed for causes outside the Contractor's control, as further described in the General Conditions. This provision does not exclude the recovery of damages for delay by either party under other provisions in the Contract Documents.
6. **Loss or Damage:** District and its authorized representatives shall not be answerable or suffer loss, damage, expense, or liability for any loss or damage that occurs to the Work, or any part thereof, during its construction and before Completion. Contractor shall assume all liabilities of every kind or nature arising from the Work, either by accident, negligence, theft, vandalism, or any cause whatever; and shall hold District and its authorized representatives harmless from all liability of every kind and nature arising from accident, negligence, or any cause whatever.
7. **Insurance and Bonds:** Contractor shall provide all required certificates of insurance, and payment and performance bonds.
8. **Performance of Work:** If Contractor fails to perform the Work properly or fails to perform any provisions of this Contract, the District, may, pursuant to the General Conditions and without prejudice to any other remedy it may have, cure the deficiencies and deduct the cost thereof from the payment then or thereafter due Contractor.

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

_____ Dollars

(\$ _____), (Base Contract Amount)

- 14.1. 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: _____, 20__

Dated: _____, 20__

| **SANTA RITA UNION SCHOOL DISTRICT**

CONTRACTOR

By: _____

By: _____

Print Name: _____

Print Name: _____

Print Title: _____

Print Title: _____

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

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 Rita Union School District ("District" or "Owner"), whose address is 57 Russell Road, Salinas, California, and

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

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

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

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

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

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

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

SANTA RITA UNION SCHOOL DISTRICT

ESCROW AGREEMENT
DOCUMENT 00 54 55-1

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

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 Rita Union School District, ("District") and _____, ("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, Modular Classroom Buildings and Modular Toilet Room Buildings at Various Sites

which Contract dated _____, 20____, 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 _____ ("Surety") are held and firmly bound unto the Board of the District in the penal sum of:

_____ DOLLARS

(\$ _____), 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 RITA UNION 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:

Attention: _____

Telephone No.: (____) ____ - _____

Fax No.: (____) ____ - _____

E-mail Address: _____

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 _____ day of _____, 20____.

Principal

Surety

(Name of Principal)

(Name of Surety)

(Signature of Person with Authority)

(Signature of Person with Authority)

(Print Name)

(Print Name)

(Name of California Agent of Surety)

(Address of California Agent of Surety)

(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

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 Rita Union School District, (or "District") and _____, ("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, Modular Classroom Buildings and Modular Toilet Room Buildings at Various Sites

which Contract dated _____, 20____, 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 division 4, part 6 of the Civil Code of California, and division 2, part 7, of the Labor Code of California.

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

_____ DOLLARS

(\$ _____), 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 9000 through 9566 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

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

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

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the _____ day of _____, 20____.

Principal

Surety

(Name of Principal)

(Name of Surety)

(Signature of Person with Authority)

(Signature of Person with Authority)

(Print Name)

(Print Name)

(Name of California Agent of Surety)

(Address of California Agent of Surety)

(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

DOCUMENT 00 65 36

WARRANTY AND GUARANTEE FORM

1. _____ ("Contractor")

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

which Contractor has installed for the Santa Rita Union School District ("District")

for the following project: **Facility Supply Services Contract, Modular Classroom Buildings and Modular Toilet Room Buildings 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: A reproducible full-size sets of drawings to be prepared on a monthly basis, and upon Project Completion, pursuant to the Contract Documents, that reflect changes made during the performance of the Work, recording differences between the original design of the Work and the Work as constructed since the preceding monthly submittal.

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

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

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

1.1.8. Construction Schedule: The progress schedule of construction of the Project as provided by Contractor and approved by District.

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

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

- 1.1.9.11. Tobacco-Free Environment Certification
- 1.1.9.12. Criminal Background Investigation/Fingerprinting Certification
- 1.1.9.13. Escrow of Bid Documentation (if applicable)
- 1.1.9.14. Escrow Agreement for Security Deposits in Lieu of Retention
- 1.1.9.15. Performance Bond
- 1.1.9.16. Payment Bond (Contractor's Labor and Material Bond)
- 1.1.9.17. Agreement
- 1.1.9.18. Warranty and Guarantee Form
- 1.1.9.19. General Conditions
- 1.1.9.20. Special Conditions
- 1.1.9.21. Project Plans, Specifications, Technical Specifications, and Drawings
- 1.1.9.22. Change Orders or written modifications to the above documents if approved in writing by the District

- 1.1.10. **Contract Price:** The total monies payable to the Contractor under the terms and conditions of the Contract Documents.
- 1.1.11. **Contract Time:** The time period stated in the Agreement for the Completion of the Work.
- 1.1.12. **Contractor:** The person or persons identified in the Agreement as contracting to perform the Work , or the legal representative of such person(s).
- 1.1.13. **Daily Job Report(s):** Daily Project reports prepared by the Contractor's employee(s) who are present on Site, which shall include the information required herein.
- 1.1.14. **Day(s):** Unless otherwise designated, day(s) means calendar day(s).
- 1.1.15. **District:** The public agency or the school district for which the Work is performed.
- 1.1.16. **Drawings:** (or "Plans") The graphic and pictorial portions of the Contract Documents showing the design, location, scope and dimensions of the Work, generally including plans, elevations, sections, details, schedules, sequence of operation, and diagrams.
- 1.1.17. **DSA:** Division of the State Architect.
- 1.1.18. **Force Account Directive:** A process that may be used when the District and the Contractor cannot agree on a price for a specific scope of work or before Contractor prepares a price for the scope of work, Contractor performs on a time and materials basis.
- 1.1.19. **Labor Compliance Program:** (or "LCP") The program and related documents and practices necessary for the program by which the District and/or the California Department of Industrial Relations ensures that Contractor and all Subcontractors pay prevailing wages to all workers performing Work on the Project.
- 1.1.20. **Premises:** The real property owned by the District on which the Project Site is located.
- 1.1.21. **Product(s):** New material, machinery, components, equipment, fixtures and systems forming the Work, including existing materials or components required and approved by the District for reuse.
- 1.1.22. **Product Data:** Illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by Contractor to illustrate a material, product, or system for a scope of the Work.
- 1.1.23. **Project:** The planned undertaking as provided for in the Contract Documents.

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

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

1.2. Assignment

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

1.3. Prohibited Interests

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

1.4. Notice And Service Thereof

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

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

1.5. Substitution

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

process for requesting substitutions will be set forth.

2. DISTRICT

2.1. Occupancy

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

2.2. District's Status

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

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

2.3. District's Decisions

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

3. ARCHITECT

3.1. Architect shall have the authority to act on behalf of District to the extent expressly provided in the Contract Documents and to the extent determined by District to, among other things, observe the progress and quality of the Work on behalf of the District. Architect shall have authority to reject materials, workmanship, and/or the Work whenever rejection may be necessary, in Architect's reasonable opinion, to insure the proper execution of the Contract.

3.2. Architect shall, with the District and on behalf of the District, determine the amount, quality, acceptability, and fitness of all parts of the Work, and interpret the Specifications, Drawings, and shall, with the District, interpret all other Contract Documents.

3.3. Architect shall have all authority and responsibility established by law, including title 24 of the California Code of Regulations.

3.4. Contractor shall provide District and the Construction Manager with a copy of all written communication between Contractor and Architect at the same time as that communication is made to Architect, including, without limitation, all RFIs, correspondence, submittals, claims, and proposed change orders.

3.5. In case of ambiguity, conflict, or lack of information, Architect shall furnish with reasonable promptness, additional instructions by means of drawing or otherwise, necessary for proper execution of work. All such

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

4. CONSTRUCTION MANAGER

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

5. INSPECTOR, INSPECTIONS AND TESTS

5.1. Inspection Fees for Permanent Utilities

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

5.2. District's Inspector

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

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

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

5.3. Tests And Inspections

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

6. CONTRACTOR

6.1. Workers

- 6.1.1.** Contractor shall at all times enforce strict discipline and good order among his employees. Contractor shall not employ on work any unfit person or anyone not skilled in work assigned to him.

- 6.1.2.** Any person in the employ of the Contractor whom the District may deem incompetent or unfit shall be

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

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

6.2. Laws And Regulations

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

6.3. Permits And Licenses

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

6.4. Materials

- 6.4.1. Except as otherwise specifically stated in this contract, Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, superintendency, temporary constructions of every nature, and all other services and facilities of every nature whatsoever necessary to execute and complete this Contract within specified time.
- 6.4.2. Unless otherwise specified, all materials shall be new and both workmanship and materials shall be of good quality.
- 6.4.3. Materials shall be furnished in ample quantities and at such times as to insure uninterrupted progress of work and shall be stored properly and protected as required. Contractor shall be entirely responsible for damage or loss by weather or other causes to materials or work under this contract.
- 6.4.4. No materials, supplies, or equipment for Work under this Contract shall be purchased subject to any chattel mortgage or under a conditional sale or other agreement by which an interest therein or in any part thereof is retained by seller or supplier. Contractor warrants good title to all material, supplies, and equipment installed or incorporated in work and agrees upon completion of all Work to deliver premises, together with all improvements and appurtenances constructed or placed thereon by him, to District free from any claims, liens, or charges. Contractor further agrees that neither he nor any person, firm, or corporation furnishing any materials or labor for any Work covered by this Contract shall have any right to a lien upon premises or any improvement or appurtenance thereon, except that Contractor may install metering devices or other equipment of utility companies or of political subdivisions, title to which is commonly

retained by the utility company or political subdivision. In event of installation of any such metering device or equipment, Contractor shall advise District as to owner thereof. Nothing contained in this article, however, shall defeat or impair right of persons furnishing material or labor under any bond given by Contractor for their protection or any rights under any law permitting such persons to look to funds due to Contractor in the hands of the District, and this provision shall be inserted in all subcontracts and material contracts and notice of its provisions shall be given to all persons furnishing material for work when no formal contract is entered into for such material.

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

6.5. Contractor's Supervision

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

6.6. Documents on Work

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

6.7. Protection of Work And Property

- 6.7.1. The Contractor shall be responsible for all damages to persons or property that occur as a result of his fault or negligence arising from or in connection with the prosecution of this Contract. Contractor shall be responsible for the proper care and protection of all materials delivered and work performed until completion and final acceptance by the District. All work shall be solely at the Contractor's risk. Contractor shall adequately protect adjacent property from settlement or loss of lateral support as provided by law and the Contract Documents. Contractor shall take all necessary precautions for the safety of employees on the project and shall comply with all applicable safety laws and building codes to prevent accidents or injury to persons on, about, or adjacent to premises where work is being performed. Contractor shall erect and properly maintain at all times, as required by conditions and progress of work, all necessary safeguards, signs, barriers, lights, and watchmen for protection of workers and the public and shall post danger signs warning against hazards created by such features in the course of construction. Contractor shall designate a responsible member of his organization on the Work, whose duty shall be prevention of accidents.

- 6.7.2. In an emergency affecting safety of life or of work or of adjoining property, Contractor, without special

instruction or authorization from the District, is hereby permitted to act, at his discretion, to prevent such threatened loss or injury, and he shall so act, without appeal, if so authorized or instructed by the District. Any compensation claimed by Contractor on account of emergency work shall be determined by agreement.

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

- 6.7.3.1.** Deliver materials to the building area over a route agreed upon with the District.
- 6.7.3.2.** Confine Contractor's apparatus, the storage of materials, and the operations of his workers to limits indicated by law, ordinances, permits, or directions of District. Contractor shall not unreasonably encumber the premises with his materials. Contractor shall enforce all instructions of the District regarding signs, advertising, fires, danger signals, barricades, and smoking and require that all persons employed on work comply with all regulations while on the construction site.
- 6.7.3.3.** Take care to prevent disturbing or covering any survey markers, monuments, or other devices marking property boundaries or corners. If such markers are disturbed by accident, they shall be replaced by an approved civil engineer or land surveyor, licensed in the State of California, at no cost to the District.

6.8. Cleaning Up

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

6.9. Fingerprinting

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

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

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

Contractor's employees by a District employee; and (d) Contractor and Contractor's employees shall not use student restroom facilities;

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

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

6.10. Drugs, Tobacco, Alcohol, Animals

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

7. SUBCONTRACTOR

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

- 7.3. Substitution or addition of subcontractors shall be permitted only as authorized in California Public Contract Code Sections 4100 et seq.

8. OTHER CONTRACTS/CONTRACTORS

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

9. DRAWINGS AND SPECIFICATIONS

9.1. Contract Documents.

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

9.2. Interpretations.

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

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

9.3. Standards, Rules, and Regulations

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

9.4. Copies Furnished

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

9.5. Ownership of Drawings

- 9.5.1 All drawings, specifications, and copies thereof furnished by District are its property. They are not to be used on other work and with exception of signed contract sets, are to be returned to District on request at completion of work.
- 9.5.2 In the event the contract requires the use of Contractor trade secrets, copyrights, proprietary systems 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, three (3) copies and/or electronic copies of all shop or setting drawings, schedules, and materials list, and all other submittals in accordance with other provisions of the contract required for the work of various trades. Contractor shall sign all submittals affirming that submittals have been reviewed and approved by Contractor prior to submission to District. Each signed submittal shall affirm that the submittal meets all the requirements of the Contract Documents except as specifically and clearly noted and listed on the

cover sheet of the submittal.

- 10.3.2.** Contractor shall advise District immediately, if District has not checked and approved with reasonable promptness, such schedules and drawings for conformance with the design concept of the Project and compliance with information given in the Contract Documents. Contractor shall make any corrections required by District, file with him three (3) corrected copies and/or electronic copies, and furnish such other copies or electronic copies as may be needed for construction. District's approval of such drawings or schedules also shall not relieve Contractor from responsibility for deviations from drawings or specifications unless he has in writing called the District's attention to such deviations at time of submission and has secured his written approval. The District's approval of such drawings and schedules also shall not relieve Contractor from responsibility for errors in shop drawings or schedules. For purposes of this section "reasonable promptness" shall mean such reasonable promptness as to cause no delay in the Work or in the activities of the District, Contractor or separate contractors, while allowing sufficient time in the District's professional judgment to permit adequate review.

11. SITE ACCESS, CONDITIONS AND REQUIREMENTS

11.1. Easements

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

11.2. Surveys

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

11.3. Sanitary Facilities

Sanitary Facilities shall be supplied by the District.

11.4. Layout And Field Engineering

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

11.5. Removal of Hazardous Materials

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

agreement of the District and Contractor if in fact the material is asbestos or PCB and has not been rendered harmless. The work in the affected area shall be resumed in the absence of asbestos or PCB, or when it has been rendered harmless, by written agreement of the District and Contractor, or by resolution pursuant to Section 22.3.

11.6. Cutting And Patching

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

11.7. Access To Work

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

11.8. Soils Investigation Report

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

11.9. Compliance With State Storm Water Permit for Construction

As required per the Contractor's Scope of Work:

- 11.9.1. The Contractor shall be required to comply with all conditions of the State Water Resources Control Board (State Water Board) National Pollutant Discharge Elimination System General Permit for Waste Discharge Requirements for Discharges of Storm Water Runoff Associated with Construction Activity (Permit) for all construction activity which results in the disturbance of in excess of one acre of total land area or which is part of a larger common area of development or sale. The District shall be responsible for filing the Notice of Intent and for obtaining the Permit. The District shall be solely responsible for preparing and implementing a Storm Water Pollution Prevention Plan (SWPPP) prior to initiating Work
- 11.9.2. Contractor shall be responsible for complying with the provisions of the Permit and the SWPPP, including the standard provisions, monitoring and reporting requirements as required by the Permit. Contractor shall provide copies of all reports and monitoring information to the District.
- 11.9.3. Contractor shall comply with the lawful requirements of any applicable municipality, the County, drainage district, and other local agencies regarding discharges of storm water to separate storm drain system or other watercourses under their jurisdiction, including applicable requirements in municipal storm water management programs.
- 11.9.4. Failure to comply with the Permit is a violation of federal and state law. Contractor hereby agrees to indemnify and hold harmless the District, its Board members, officers, agents, employees and authorized volunteers from and against any and all claims, demands, losses or liabilities of any kind or nature which District, its Board members, officers, agents, employees and authorized volunteers may sustain or incur for noncompliance with the Permit arising out of or in connection with the Project, except for liability resulting

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

11.10. Utilities

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

11.11. Temporary Facilities

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

12. TRENCHES

12.1. Trenches and Excavations Five Feet or More in Depth

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

12.2. Trenches and Excavations Deeper than Four Feet

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

- 12.2.1** Material that the Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.
- 12.2.2** Subsurface or latent physical conditions at the site differing from those indicated, including geological, soils, or water table issues that impede construction or increase the construction cost.
- 12.3.** Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents.
- 12.4.** The District shall promptly investigate the conditions, and if it finds that the conditions do so materially differ, or do involve hazardous waste, and cause a decrease or increase in Contractor's cost of, or the time required for, performance of any part of the Work, shall issue a change order under the procedures described in these General Conditions. If asbestos-related work or hazardous substance removal is required that is not disclosed in the Contract Documents, such work shall be performed pursuant to a contract separate from any other Work to

be performed as required by Section 25914.2 of the Health and Safety Code, as may be amended from time to time.

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

13. INSURANCE AND BONDS

13.1. Contract Security

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

13.2. Worker's Compensation Insurance

- 13.2.1. The Contractor shall provide, during the life of this Contract, workers' compensation insurance for all of his employees engaged in work under this Contract, on or at the site of the Project, and, in case any of his work is sublet, the Contractor shall require the subcontractor similarly to provide workers' compensation insurance for all the latter's employees. Any class of employee or employees not covered by a subcontractor's insurance shall be covered by the Contractor's insurance. In case any class of employees engaged in work under this Contract, on or at the site of the Project, is not protected under the workers' compensation statutes, the Contractor shall provide or shall cause a subcontractor to provide, adequate insurance coverage for the protection of such employees not otherwise protected. The Contractor shall file with the District certificates of his insurance protecting workers.
- 13.2.2. Company or companies providing insurance coverage shall be acceptable to the District, and in the following form and coverage.
- 13.2.2.1. Statutory Workers' Compensation and Employer's Liability Coverage: Contractor shall maintain insurance to afford protection for all claims under California Workers' Compensation Act and other employee benefit acts, and in addition, shall maintain Employer's Liability Insurance for a minimum limit of \$1,000,000. The Workers' Compensation Policy shall include the following endorsements, copies of which shall be provided to District:
- 13.2.2.1.1. The Voluntary Compensation Endorsement; and
- 13.2.2.1.2. Broad Form All States Endorsement; and

13.3. Commercial General Liability And Property Damage Insurance

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

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

13.4. Automobile Liability Insurance

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

13.5. Proof Of Carriage of Insurance

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

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

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

13.6. Substitution of Security

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

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

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

13.6.1.3.1. The amount of securities to be deposited,

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

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

13.6.1.3.4. Decrease in value of securities on deposit,

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

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

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

14. WARRANTY/GUARANTEE/INDEMNITY

14.1. Guarantee

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

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

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

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

14.2. Indemnification

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

14.3. Patents, Royalties, And Indemnities

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

15. TIME

15.1. Time For Completion

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

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

15.2. Inclement Weather

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

15.3. Extension of Time

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

15.4. Determining Damages for Delay

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

15.5. Removal or Relocation of Main or Trunkline Utility Facilities

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

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

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

16. CHANGES TO THE WORK

16.1. Change Order Work

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

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

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

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

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

17. REQUEST FOR INFORMATION

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

18. PAYMENTS

18.1. Payments And Retention

18.1.1. Each month as soon as practicable after receipt of approved periodical estimate for partial payment, but in order to avoid the payment of interest, in any event within THIRTY (30) days of receipt of such periodical estimate, there shall be paid to Contractor a sum equal to ninety-five percent (95%) of the value of work performed up to the last day of the previous month, less the aggregate of previous payments. Upon receipt of a payment request, the District shall as soon as practicable determine whether the payment request is proper. If the request is determined not to be a proper payment request suitable for payment, it shall be returned to the Contractor as soon as practicable within SEVEN (7) days after receipt and shall be accompanied by a statement in writing as to the reasons why the payment request is not proper. Monthly payments shall be made only on the basis of monthly estimates which shall be prepared by Contractor on a form approved by the District and filed before the fifth (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 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.

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

18.1.4. 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.

- 18.1.5.** 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.

20. NONCONFORMING WORK AND CORRECTION OF WORK

20.1. Deductions For Uncorrected Work

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

20.2. Correction Of Work Before Final Payment

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

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

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

21. TERMINATION AND SUSPENSION

21.1. District's Right To Terminate Contract

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

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

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

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

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

22. DISPUTES AND CLAIMS

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

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

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

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

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

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

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

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

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

22.3. Governing Law And Venue

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

22.4. Notification of Third Party Claims

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

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

23.1. Wage Rates, Payroll Records And Debarment

23.1.1 The Contractor is aware of the requirements of California Labor Code sections 1720 et seq. and 1770 et seq., as well as California Code of Regulations, Title 8, section 16000 et seq. ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. Since this Project involves an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and since the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. The Contractor shall obtain a copy of the prevailing rates of per diem wages at the commencement of this Agreement from the website of the Division of Labor Statistics and Research of the Department of Industrial Relations located at www.dir.ca.gov/dlsr/. 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

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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

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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 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. The time allocated for the District and the Architect checking shall be SEVEN (7) days.
- B. The time allocated for the contractor to complete the District/Architect corrections and resubmit to the District/Architect shall be SEVEN (7) days from the receipt of such corrections.
- C. The review time by the DSA shall not be included in either Phase I or Phase II.
- D. The time allocated for the completion of all the DSA corrections by the contractor shall be SEVEN (7) days from the receipt of such corrections.
- E. Any Department of State Architect Fees required for plan approval shall be the responsibility of the School District.

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

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

Upon receipt of such notification, the Contractor shall have ninety (90) calendar days to complete the Phase II work for a building identified by the model number and installed on wood foundations and one hundred fifty (150) calendar days for a building identified by the model number and installed on concrete foundations. Two-story projects shall be completed within 180 days unless otherwise agreed with the District. Multiple installations will require additional calendar days for completion. Additional time for completion shall be negotiated and agreed to and so stipulated in the District Purchase Order or Notice to Proceed.

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

3. Mitigation Measures

Contractor shall comply with 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; aggregate [\$2,000,000]
	Product Liability and Completed Operations	[\$1,000,000] per occurrence; aggregate [\$2,000,000]
Automobile Liability – Any Auto	Combined Single Limit	[\$1,000,000] per occurrence; aggregate [\$2,000,000]

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 the three base bid building designs.

9.2. Bidder must have successfully completed and certified two (2) LEED Gold for Schools projects in the last five (5) years.

9.3. Bidder must have a CHPS Pre-approved PreFAB Classroom.

9.4. Bidder must have a registered and certified CHPS Verified Project.

9.5. Failure of to meet these Bidder Qualifications will deem Bidder non-responsive as cause for rejection of bid.

10. Modular Building Specific Special Conditions

10.1. District requires the purchase or lease and the installation of classroom buildings to be installed at school sites within Santa Rita School District. The District has not determined the amount or type of units that will be needed under this bid; however, the District reserves the right to order any combination of items in the bid in any number as needed from the successful awarded bidder.

10.2. All buildings shall be new modular buildings and must be of a construction that meets the requirements of the Division of the State Architect.

10.3. 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.

10.4. 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:

10.4.1. 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.

10.4.2. Building pad(s) shall be constructed to a point five (5) feet outside the building footprint in all directions.

10.4.3. The soil bearing value of the pad(s) shall be a minimum 1500 PSF.

10.4.4. The site area adjacent to the building(s) shall have proper drainage away from the building.

10.4.5. All vegetation shall be removed from the building pad area.

10.4.6. 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.

10.4.7. District shall provide four (4) corners and finish floor elevation at each building and maintain them as necessary.

10.4.8. Unobstructed truck access for delivery and placement of modulars 48 hours prior to delivery.

10.5. For concrete foundation unless otherwise noted, the District shall be responsible for the site demolition, import/export of soils, pad excavation, surveying, site improvements, backfilling, underground hazards, crawl space drainage, vent/access wells, and rodent barriers. Each building shall be provided with handicap ramp(s), where applicable, which shall be constructed in accordance with applicable code requirements and as indicated on the drawings. Ramps shall be constructed of steel

tubing with a minimum 13 ga. steel-walking surface. All walking surfaces shall be a non-skid type surface. Handicap ramp(s) shall be constructed as follows

- 10.5.1. Accessible ramp(s) as shown on the drawings shall have a minimum landing area of seven (7) feet wide (across door) and five (5) feet deep with handrail. The ramp shall be a minimum four (4) feet wide by twelve (12) inches beyond ramp end. The ramp(s) shall be installed by the Contractor and shall include required electrical groundings. The transition at the ramp end to a required landing shall be the responsibility of the District, transitions and landing included.
- 10.6. All building utilities shall be stubbed out to the exterior surface (vertical) of the building unless otherwise coordinated and directed by the Contractor. 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.
- 10.7. All buildings shall be of clear span design. No interior columns shall be permitted and no intrusion at column locations shall be permitted beyond the surface of all exterior walls. Interior columns shall be allowed on sixty (60) foot long modules and snow load buildings only.
- 10.8. All building overhangs shall include a smooth finished soffit when applicable. No exposed roof purlins or rafters will be allowed. The soffit finish shall be smooth with a maximum 1/8 inch butt joints at plywood finishes. All joints shall be properly caulked and finished. 22 gauge metal soffits are allowed.
- 10.9. Panic hardware shall be provided at all exit doors in buildings with fifty (50) or more occupants.
- 10.10. 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
- 10.11. 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.
- 10.12. The live load and wind load for all modulares shall be as follows:
 - 10.12.1. 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.
 - 10.12.2. Roof live load: 20 lbs. per square foot.
 - 10.12.3. Wind load 80 MPH exposure "C".
- 10.13. The Santa Rita School District reserves the right to award the Contract to the lowest responsible bidder, whose bid, in the sole opinion of the District, best meets the bid specifications and requirements as outlined in the bid documents. Any bid submitted which does not conform to the bid documents shall be considered in non-compliance and shall be rejected.
- 10.14. The District shall pay all applicable sales tax.

- 10.15.** All DSA over the counter fees and all DSA inspection fees will be paid by the District.
- 10.16.** Bid Submittals: The following shall be submitted as part of the bid:
- 10.16.1.** DSA PreApproved PC Design Drawings stamped by a California licensed Architect or Structural Engineer indicating the bidders of proposed design in compliance with the bid specifications for High Performance classroom with a synthetic stucco exterior and 1:12 pitch metal roof system, 5" concrete on metal deck floor system, and moment frame construction. No slab on grade system allowed.
- 10.17.** Special site conditions that may require craning and pilot cars are not included in the bid pricing. Craning is only included in Item with the suffix –HP.
- 10.18.** 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.
- 10.19.** Concrete foundation to be based on approved foundation design per DSA Pre-Checked Design.
- 10.20.** District shall be responsible for the cost of traffic control, coordinated through the Contractor.
- 10.21.** District shall be responsible for the cost of security of staged modulares, coordinated through the Contractor.
- 10.22.** District shall be responsible for the cost of off-site staging, if insufficient staging is provided at the site.
- 10.23.** District shall provide a flow test report, should fire sprinklers be required.
- 10.24.** District shall obtain all soils reports, if required.
- 10.25.** 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, bonds, taxes, and all other incidental costs of Contractor, subcontractors, and supplier(s).

END OF DOCUMENT

DOCUMENT 01 52 10

SITE STANDARDS

1. GENERAL

1.1. Related Documents and Provisions

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

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

1.2. Requirements of the District

1.2.1. Drug-Free Schools and Safety Requirements:

- 1.2.1.1. All school sites and other District Facilities have been declared "Drug-Free Zones." No drugs, alcohol, smoking or the use of tobacco products are allowed at any time in any buildings, Contractor-owned vehicles or vehicles owned by others while on District property. No students, staff, visitors, or contractors are to use drugs on these sites.
- 1.2.1.2. Contractor shall post: "Non-Smoking Area" in a highly visible location on Site. Contractor may designate a smoking area outside of District property within the public right-of-way, provided that this area remains quiet and unobtrusive to adjacent neighbors. This smoking area must be kept clean at all times.
- 1.2.1.3. Contractor shall ensure that no alcohol, firearms, weapons, or controlled substances enter or are used at the Site. Contractor shall immediately remove from the Site and terminate the employment of any employee(s) found in violation of this provision.

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

1.2.3. Disturbing the Peace (Noise and Lighting):

- 1.2.3.1. Contractor shall observe the noise ordinance of the Site at all times including, without limitation, all applicable local, city, and/or state laws, ordinances, and/or regulations regarding noise and allowable noise levels.
- 1.2.3.2. The use of radios, etc., shall be controlled to keep all sound at a level that cannot be heard beyond the immediate area of use. District reserves the right to prohibit the use of radios at the Site, except for handheld communication radios.

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

1.2.4. Traffic:

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

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

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

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

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

END OF DOCUMENT

MODULAR BUILDINGS SPECIFICATIONS

1. GENERAL

1.1. Related Documents and Provisions

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

1.1.1. General Conditions;

1.1.2. Special Conditions;

1.2. Summary

These specifications describe prefabricated, relocatable, clear span building of a classroom type. 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

1.3. Provided by District – Not in Contract

1.3.1 The electrical service drop and connection and plumbing connection (s) to the building will be supplied by others.

1.3.2 The site will be turf-free, cleared and graded to within six (6") inches of level grade for each building.

1.3.3. Each site will have a minimum soil bearing capacity of 1,500 PSF with a moisture density ratio of 90% minimum.

1.3.4. The Contractor will be provided unobstructed delivery access to the location of each building. Among other things, unobstructed means that crane-lifting is not required to deliver or set the building(s).

1.3.5. The District shall be responsible for all rigging/crane costs associated with a District-furnished foundation.

1.3.6. The District shall be responsible for and provide clear and unobstructed access to the site for the installation of the building(s).

1.3.7. The District shall be responsible for and provide adequate staging area adjacent to building footprint.

1.3.8. 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.

1.3.9. 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. **Department** – Santa Rita School District, the agency calling for the bid.
- 1.4.5. **District** – Any School District or public agency in the State of California. If any County Office of Education chooses to place an order for relocatable buildings, it too shall be considered a District.
- 1.4.6. **Manufacturer** – The company who manufactures the modules shall be the same as the Contractor.
- 1.4.7. **DSA** - Division of the State Architect, State of California.
- 1.4.8. **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 each base bid building.
- 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 Contractor decide to stockpile buildings meeting these specifications, Contractor shall be responsible for all DSA fees required to do such. The District(s) shall pay DSA fees only to the DSA.

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

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 agreed to schedule after receipt of District's Award/Purchase Order. All plans, specifications and calculations signed by an architect(s), structural engineer(s), electrical engineer(s) and mechanical engineer(s) shall be licensed by the State of California. Any notations or corrections required by the District Architect shall be incorporated into the plans and specifications, and they shall be returned to the District Architect within TEN (10) business days in the form of ONE (1) set of reproductive and TWO (2) prints of complete sets of plans and specifications.

After correction (if any) as noted by Architect has been made, the Architect, with the assistance of the Contractor, shall obtain approval from DSA. If the DSA requires changes in the plans or specifications, the Contractor, shall obtain approval from DSA. If the DSA requires changes in the plans or specifications, the Contractor shall accomplish the changes and resubmit the corrected documents to the District Architect within 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. Re-submittals shall be delivered by email, express mail or may be delivered in person.

District will make any payment required in obtaining DSA approvals.

1.8. Inspection

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

Inspectors shall be retained by the District.

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

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

1.9. Coordination of Work

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

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

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

1.10. Guarantee/Warranty

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

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

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

1.11. Asbestos Certification

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

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

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

1.12. Certification of Compliance

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

1.13. Applicable Documents

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

California Administrative Code (CAC)

Title 5 Education Code

Title 19 Public Safety

Title 20 Public Utilities

Title 21 Public Works

Title 24 Building Code

Title 25 Housing Community Development

2013 California Building Standards Administration (Part 1, Title 24 CCR)

2013 California Building Code, Volumes 1, 2 and 3 (Part 2, Title 24 CCR)

2013 California Electrical Code (Part 3, Title 24 CCR)

2013 California Mechanical Code (Part 4, Title 24 CCR)

2013 California Plumbing Code (Part 5, Title 24 CCR)

2013 California Energy Code Part 6, Title 24 CCR

2013 California Elevator Safety Construction Code (Part 7, Title 24 CCR)

2013 California Fire Code (part 9, Title 24 CCR)

2013 California Referenced Standards Code (Part 12, Title 24 CCR)

2013 California Green Code (CGC) Part 11, Title 24 CCR

NFPA 13, 2013 Edition, Installation of Automatic Sprinkler Systems, as amended

NFPA 14, 2013 Edition, Installation of Standpipe, Private Hydrant and Hose Systems

NFPA 24, 2013 Edition, Installation of Private Fire Service Mains and their Appurtenances

NFPA 72, 2013 Edition, National Fire Alarm Code, as amended
American Welding Society – Standard Qualifications Procedures
American Wood Preservation Association
National Fire Protection Association NFPA 90A
National Warm Air Heating and Air Condition Association
National Electrical Code
ASTM C635- Metal Suspension Systems for Acoustical Tile and Lay-in Panel Ceilings
State of California Specification 7220-XXX-01, Carpet
Interpretations of Regulation (IR) issued by the Division of the State Architect

2. PRODUCTS

2.1. Material and Workmanship

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

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

3. DESIGN CRITERIA & EXECUTION

3.1. General

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

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

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

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

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

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

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

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

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

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

3.2. Roof Overhang

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

3.3. Dimensions

The classroom buildings shall occupy a minimum area of nine hundred sixty (960) square feet with a tolerance of plus or minus five (5) square feet. The classroom buildings shall be either 24'x40', 30'x32', 28'x36', 36'x40', 36'x60', or 48'x40'; or as indicated on the bid form. All buildings shall meet the square footage requirement. Linear dimensions shall be vertical trim finish line to vertical trim finish line. Facia and required overhangs are not included in the calculation of the square footage the building occupies. The entrance wall shall have a 5' minimum roof overhang (classroom buildings only). A full length 26 gauge gutter and 24 gauge down spouts shall be furnished on the side of each overhang and each roof edge where drainage occurs. The interior height, floor to ceiling shall be a minimum of eight feet six inches plus/minus one (8'6" +/- 1"0) Ceiling height for restroom building shall be as per 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. The Contractor shall be responsible for all rigging/crane costs in providing this foundation.

- 3.5.3. The buildings shall be set on 3,000 PSF concrete pads, designed for minimum of 1,500 PSF load on the soil with a minimum 12-inch penetration into earth or concrete or AC paving and with top surface, a minimum of 6 inches (6") above grade.
- 3.5.4. The foundation and the method of fastening the units shall be as previously approved by the DSA.
- 3.5.5. Pads shall be neatly installed so as to be flush and not project beyond the outside face of the building.
- 3.5.6. Installation shall be permitted on either soil, concrete, or AC paving, have suitable design-bearing capacity. The buildings shall be securely fastened to the foundations. The foundations and the method of fastening shall be subject to approval by the Architect and the DSA. Pads shall be designed for a minimum of 1,500 PSF load on the soil. Pads shall not be placed on turf.

3.6. Framing, Roof, Walls, and Floor

- 3.6.1. The buildings shall be a moment-resisting rigid steel frame structure as defined by DSA. Steel frame building/wood frame construction shall meet the minimum design requirements of stud grade, spacing, etc. as per latest edition of C.B.C. listed below.
- 3.6.2. All framing lumber shall be marked MC-15 or surfaced dry (S-Dry).
- 3.6.3. Roof Framing
 - 3.6.3.1. Joists – Light gauge Cee or Zee Steel Purlins, minimum spacing 24" o/c.
 - 3.6.3.2. Blocking – Douglas Fir/Larch No.3 or better, or Hemlock Fir No. 3 or better.
 - 3.6.3.3. Plywood or OSB Sheathing – APA- rating sheathing Exp. 1
- 3.6.4. In-Fill Wall Framing
 - 3.6.4.1. Studs – Douglas Fir/Larch No. 2 or better, or Hem-Fir No.2 or better. Minimum 2"x4" at 16" O/C At plumbing Walls shall be as above except 2"x6" at 16" O/C.
 - 3.6.4.2. Sill – (Sole Plate) – Pressure Treated Douglas Fir/Larch No. 2 or better, or Hem-Fir No. 2 or better
 - 3.6.4.3. Top Plates – Douglas Fir/Larch No.2 or better, or Hem-Fir No. 2 or better.
 - 3.6.4.4. Double Headers – Douglas Fir/Larch No. 2 or better. Minimum 2-2"x4: on edge with ½" APA-rated plywood, Exp. 1 filler.
 - 3.6.4.5. Door & Window Openings – Double stud/cripples Douglas Fir/Larch No. 2 or better, or Hem-Fir No.2 or better.
 - 3.6.4.6. Blocking – Douglas Fir/Larch No. 3 or better, or Hem-Fir No. 3 or better.

3.6.5. Floor Framing

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

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

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

3.6.5.4. Light Weight Concrete.

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

3.7. Moisture Barrier

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

3.8. Siding

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

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

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

3.9. Trim

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

3.10. Skirting

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

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

Ramp & Landing Skirt

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

3.11. Roofing

3.11.1. BUILT-UP ROOF SYSTEMS ARE NOT ACCEPTABLE IN BASEBUILD 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 80 MPH wind shall be submitted with the plans and specifications.

3.11.2.1. Building manufacturer's standard pre-finished, interlocking roof panels, standing seam or ribbed type, 22-gauge minimum galvanized steel.

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

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

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

3.12. Roofing, Snowloads

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

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

Pre-finished, unpenetrated interlocking roof panels, standing seam or ribbed type, 26 gauge over 30 pound saturated felt metal straps or ¾" plywood or OSB deck (CDX Grade). Each lap shall have full-length silicone or equal sealant applied.

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

3.12. Metal Exterior Doors

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

3.13.Pressed Metal Frames

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

3.14.Hardware

3.14.1. Exterior Doors

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

3.15.Entry Stoop and Ramp

Each module shall have a stoop(s) and ramp(s) to conform to Title 24 CAC Section 2-3307. The stoop(s) structure including handrail and wheel guides are to be prefabricated metal in sections that are demountable for moving and reinstallation at a new site. There shall be sufficient cross bracing under the ramp surface to prevent bounce or oil canning of the ramp surface. Design shall be such that height adjustment can be made at the installation site by the building Contractor to accommodate final grade conditions across the building frontage. Stairs, ramps and handrail extensions necessary to meet ADA requirements shall be verified in the field by the building Contractor after setting of building and prior to fabrication and installation of these components.

The ramp(s) and landing surface shall be a minimum 12-gauge steel deck with non-skid finish applied. All ramp(s) surfaces shall be painted as indicated in Section 3.22. Ramp(s) shall have handrails on both sides and shall extend beyond the toe of the ramp(s) as required by DSA. Wall mounted handrails shall be of similar construction to the integral ramp(s) handrail.

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

3.16. Interior Walls

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

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

3.17. Suspended Acoustical Ceiling and Acoustical Panels

Ceiling that support light fixtures or grills shall have a minimum classification of Heavy Duty per ASTM C635. Grid shall be direct hung in strict accordance with Title 21 CAC and Title 24 CAC and IR No. 47-4 issued by DSA.

Acoustical panels shall be 5/8" minimum thick, mineral fiberboard or vinyl-faced fiberglass lay-in panels, square edge, ASTM flame spread index Class I (0-25), 24" x 48" modular size, light reflection 75% minimum, noise reduction coefficient of 0.65 minimum.

Inspect after installation and replace exposed members showing dents or defects.

3.18. Lighting

3.18.1. The Contractor shall furnish a LED lighting system that complies with the following:

- 3.18.1.1.** Shall incorporate energy efficiency.
- 3.18.1.2.** Overall illumination at desk level (30" above the floor) of an average 50-foot candles.
- 3.18.1.3.** The maximum brightness of lighting sources at time of installation shall not exceed 50-foot lamberts.
- 3.18.1.4.** Night lighting shall be provided at exit(s) as manufactured by Enertron or equal. (As applicable)

3.19. Electrical

3.19.1. Provide panel schedule with electrical load calculations on drawings. Eight (8) duplex convenience outlets, grounding type, commercial grade, shall be provided in each classroom and storage building. Four outlets maximum per circuit shall be allowed. They shall be located as evenly spaced as practical with two (2) per wall around the room, 12" to 18" above the floor. A clock outlet may be installed, as requested.

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 aluminum frame dual glazed 3/16" gray tempered over 1/8" clear tempered window units in opposite walls. One window shall be installed in the same wall and a minimum of two (2) feet from the door. The restroom building shall have windows as per Contractor's pre-approved DSA plans. Window frame shall be fixed. Glazing material shall be tempered glass of solar gray, glare-reduced type. Header height shall be the same as the door. Windows shall not be mounted to the exterior plywood surface. All windows shall meet the AAMA GS101-88 Voluntary Specifications for aluminum prime windows and sliding glass (ANSI), commercial grade.

3.21. Painting

3.21.1. All exposed surfaces shall be painted except 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 Edwards	Kelly Moore
Exterior	SSHV-10	1240-XXX

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

Reference Brands	Dunn Edwards	Kelly Moore
Finish	SSHL-40	1650-XXX

- 3.21.4. **Metal** – All metal non-galvanized surfaces shall be primed with rust inhibitive primer.

3.22.Floor Covering and Base

- 3.22.1. **Carpeting.** All classroom and storage buildings shall be carpeted with direct glue-down type per State of California Specification 7220-XXX-01, Group I, Type A, Class 24. Color will be selected by the District after Award of the Bid.
- 3.22.2. The carpet density shall be 4600 minimum. Pile yarn shall be a braided nylon. Suitable metal molding strips shall be installed according to the manufacturer's written instructions to protect the carpet edge at all interfaces with other flooring. No cross seams will be allowed.
- 3.22.3. **Resilient Sheet Vinyl.** All restroom buildings shall have Armstrong Connection Corlon, or approved equal. Install per manufacturer's instructions. Noted sheet vinyl is the minimum standard of quality acceptable and, if used, shall be provided with integral 6' min. cove base.
- 3.22.4. **Resilient Topset Cove Base @ Classrooms.** Best quality, molded rubber, 1/8" thick, 4" high, molded top-set cove. Provide preformed base for square external corners and preformed end stops where base does not abut. Provide solid color as manufactured by Roppe or equal. Apply seamless cove throughout complete perimeter of buildings.
- 3.22.5. **Adhesives.** As recommended by floor covering and base manufacturer. Furnish and apply per manufacturer's written instructions. Shall be nontoxic and water based.

3.23.Insulation

Wall and floor insulation shall have a rating of R-13. Ceiling insulation shall have a rating of R-19. Floor insulation shall be secured in a manner approved by the District Architect.

The insulation support material shall prevent movement of the insulation during transportation. The insulation and support material shall be intact upon delivery to the site and shall completely cover the floor cavity.

3.24.Heating, Ventilation and Air Conditioning

- 3.24.1. At the classroom building, the Contractor shall provide power ventilation.
- 3.24.2. The HVAC units will be single package wall mounted air to air electric heat pump with R-410 coolant. Unit shall be rated in accordance with ARI Standard 240-77.
- 3.24.3. Performance
- 3.24.3.1. Efficiency shall be 11 EER (Energy Efficient Ratio) certified by the manufacturer and verified by, ARI Standard 210 / 240 - 94. The HVAC system shall have a minimum 3 supply diffusers, and a direct wall return.
- 3.24.3.1.1. Combo unit (s) shall be factory assembled, piped, wired, tested and provided with operating refrigerant charge. Unit shall be U.L. and C.E.C. listed.
- 3.24.3.1.2. Filters shall be as hereinafter specified.
- 3.24.3.1.3. HVAC unit shall be suitable for outdoor installation.

- 3.24.3.1.4. Filter shall be U.L. listed class 2 throw away type (SFM listing 3175-140:006) and shall have 25% efficiency based on ASHRAE Test Standard 52-76. (Standard of quality shall be Farr 30/30 or approved equal.)
- 3.24.3.1.5. Reference Brands: Bard S43H series or equivalent.
- 3.24.3.1.6. All units shall be electric heat pump(s), one (1) phase system, UL approved or comparable and meet current energy standards.
- 3.24.4. At elevations where the HVAC heat pump noted above is not adequate to meet the listed criteria, the Contractor shall provide a HVAC heat pump that will meet the geographic requirements.
 - 3.24.4.1. The system shall maintain an automatically controlled indoor classroom temperature of 78 degrees F in summer and 68 degrees F in winter with a 45 percent relative humidity when the outdoor dry bulb temperature varies between 100 degrees F in summer and 10 degrees F in winter and a wet bulb temperature of 72 degrees F (average).
 - 3.24.4.2. The system must maintain the above temperatures when the damper is adjusted to use approximately one-third (1/3) fresh air.
- 3.24.5. Ductwork
 - 3.24.5.1. Construct all ductwork of galvanized sheet metal in accordance with UMC, ASHRAE Guide Equipment Volume and SMACNA Low-Velocity Duct Construction Manual, latest editions. All ductwork shall be insulated with 1" thick fiberglass duct wrap with vapor barrier. Provide 1" duct attenuation at all ductwork within 2'0" of HVAC unit.
 - 3.24.5.2. Nonmetallic Ductwork option: In accessible concealed portions of duct system rigid 1" fiberglass or insulated "Flexduct: with vapor barrier may be substituted for sheet metal ductwork. All ductwork within 2' of the HVAC unit and all interface connections shall be metal. Duct work and reinforcement shall be designed for 2" static pressure. Reference Brands: "Owens-Corning Fiberglass: Duct Board, 1" thick, and "Manville" Micro-Aire, Type 475. Nonmetallic ductwork shall conform to NFPA 90-A and 90-B and SMACNA Class 1 rating.
- 3.24.6. **Registers and Diffusers:** Provide three (3) minimum four-way throw air diffusers as manufactured by Nailor commercial-grade grilles and registers or equivalent.
- 3.24.7. **Thermostat**
 - 3.24.7.1. Provide electronic programmable thermostat. Thermostat shall have the following functions:
 - 3.24.7.1.1. Five (5) and two (2) weekday/weekend programming with four (4) separate time/temperature settings per 24-hour period.
 - 3.24.7.1.2. Programmable display.
 - 3.24.7.1.3. Two-hour override minimum.
 - 3.24.7.1.4. Status-indicated LEDs.
 - 3.24.7.1.5. Battery back-up.

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

3.24.7.3. White Rodgers 1F85 or equal is required.

3.24.8. Notes

3.24.8.1. Calculations shall be based on an occupancy for 24'x40' building of thirty (30) pupils and an interior space of approximately 9,000 cubic feet. Calcs shall be modified accordingly with increase in size of building (30'x32', 36'x40', 48'x40'). The mechanical ventilation system shall provide approximately 15 cubic feet of air per minute per pupil.

3.24.8.2. This size building is exempt from the requirements pertaining to HVAC equipment contained in the citation, Paragraph 3.28.

3.24.8.3. Manufacturer's literature, operating instructions and guarantee shall be delivered to the school office at the time the building is delivered.

3.24.8.4. The unit shall be installed in strict accordance with manufacturer's instructions with particular attention to required flashing. The District shall be responsible for the cost of the air balance and/or commissioning report if specified.

3.24.8.5. Energy Management Systems design and installation is by others. Contractor to provide conduit pathway where required.

3.25. Plumbing Fixtures and Trim – Restroom Building

3.25.1. **Compression Fittings.** No. 3150LK. Exposed stops and supplies shall be ½" Speedway No. SR3712A, lock shield, loose key, or equal.

3.25.2. **Accessible Water Closet:** Kohler, 17" high, wall-mounted, Zurn flush valve, Bemis white open-front seat, or equal.

3.25.3. **Non-Accessible Water Closet:** Kohler, Zurn flush valve, Bemis white open-front seat, or equal.

3.25.3.1. As a minimum (Multi-occupancy) provide: Boys - 1 regular & 1 handicapped: Girls - 3 regular & 1 handicapped.

3.25.4. **Lavatory:** Kohler, or equal. With Zurn metered faucet, or equal.

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

3.25.5. **Urinal (12'x40' unit only):** Kohler, or equal. with Zurn flush valve, concealed hanger, or equal.

3.25.5.1. As a minimum (Multi-occupancy) provide: Boys - 3 each @ 12'x40" unit.

3.25.6. **Toilet partitions and Urinal Screen:** Floor mounted, overhead braced, solid plastic type (by Accurate) or approved equal.

3.25.7. **Stainless Steel Handicapped Compliance Grab Bars:** two per each enclosure.

3.25.8. **Mirror:** Stainless steel framed mirror Bobrick B165 or equal, one (1) for each lavatory.

3.26.Plumbing – Classroom Building

Provide rough-in plumbing with access panel for potential sink in all classroom buildings having a floor area over 960 sq. Ft. (36'x'40', 48'x40'). Location shall be determined by District prior to fabrication.

3.27.Fire Alarm

Contractor shall install exterior-accessed & recessed junction box near the electric distribution panel with ½" conduit stubbed up wall to above the ceiling for future connection by others. Contractor shall also install ½" conduit from fire alarm pull station junction box mounted near the front exit door, up to (1) interior horn, (1) exterior horn & (1) interior strobe boxes accordingly, and then stubbed up above ceiling, also for future connection by others. All exterior boxes will be covered by a weather proof metal plate. Horns/strobe shall be mounted near the doorway area at 80" above finished floor/grade. The system shall have a dedicated electrical circuit.

3.28.Fire Extinguisher

Each portable classroom shall be equipped with a pressure-type fire extinguisher with 2A10BC UL rating, to be mounted on the interior wall of the building near the doorway at a height of four (4') feet. Fire extinguishers shall be totally charged and have dial indicating the state of charge.

3.29.Whiteboard

Whiteboards shall be 28 gauge porcelain enamel steel white facing sheet suitable to accept dry erase felt markers. The facing sheet shall be laminated, using a hot melt adhesive, to a medium density particle board substrate with a minimum density of 45#/c. ft. The panel shall have a foil backing. The panels shall have extruded aluminum molding and chalkrail with a minimum of two (2) 15/16" projection from the face of the panel. A full-length maprail shall be provided with cork inset and end stops. The maprail and chalkrail are to incorporate a channel to wrap around the panel. Three (3) map hooks with clips per panel shall be provided. One (1) flag holder, ½" size, shall be provided for each classroom. Each classroom shall have two (2) each 4 x 8 panels installed side by side to make a 4 x 16 panel, centered on one (1) of the long walls. Reference Brands: Chatfield Clarke Company LCS Type, or equal.

3.30.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 red 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 1/2" diameter offsets spaced at each end and intermediate of each infill section.

3.33.3. Elevator Tower. See Modular Elevator Specification.

3.34.Erection at the Site

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

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

Security of the buildings against vandalism is the sole responsibility of the District until installation of the buildings, according to the terms of this Contract, has been completed and the buildings have been accepted by the District.

District to provide temporary fencing if necessary

3.35.Clean Up

Because of the nature of the site, i.e., school grounds, the Contractor shall lock up all materials and equipment at the end of the day's work. All scrap material shall be removed from the site at the end of each day's work.

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

3.36.Utility Hook-Up

All utility connections shall be located as indicated on site plans to accommodate hook-up at the site. Utilities hook-up by others. The District's Architect will provide the site plan(s).

3.37. Grounding of Building Components

Bonding of all metal portions of the building for ground, i.e., frame, ramp, etc., is the responsibility of the Contractor to the satisfaction of the site inspector. Grounding of total building, including ground rod, wire, connections, etc., shall be installed and ready for testing by others in the presence of site inspector. Testing shall be conducted per IR No. 8-1 as issued by DSA.

END OF DOCUMENT

HIGH PERFORMANCE DESIGN SPECIFICATIONS

1. GENERAL

1.1. Related Documents and Provisions

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

- 1.1.1. General Conditions;
- 1.1.2. Special Conditions;
- 1.1.3. Regulatory Requirements;
- 1.1.4. Modular Building Specifications

1.1. Summary

These specifications describe prefabricated, relocatable, clear span building of a classroom type. The building unit(s) shall be erected sites(s) complete and ready for use. All costs for transportation and installation at the site are to be included in the bid price

1.2. Provided By District – Not in Contract

- 1.2.1. The electrical service drop and connection and plumbing connection (s) to the building will be supplied by others.
- 1.2.2. The site will be turf-free, cleared and graded to within 0.1 feet of subgrade for each building.
- 1.2.3. Each site will have a minimum soil bearing capacity of 1,500 PSF with a moisture density ratio of 90% minimum.
- 1.2.4. The Contractor will be provided unobstructed delivery access to the location of each building.
- 1.2.5. The District shall be responsible for all rigging/crane costs associated with a District-furnished foundation.
- 1.2.6. The District shall be responsible for and provide access to the site for the installation of the building(s).
- 1.2.7. Removal and protection of trees, shrubs, fencing, sprinklers, playground equipment and/or other obstacles necessary for the installation of the building(s) shall be the responsibility of the District.
- 1.2.8. The District shall be responsible for the costs of the air balance and/or the commissioning of the HVAC system.

1.3. Definitions

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

- 1.3.2. **Approval** – When the work approval appears, it shall indicate that the designated agency have reviewed the specified plans and/or materials and has certified compliance with these specifications.
- 1.3.3. **Contractor** – The company responsible for performance of the terms of the Contract issued by a School District or public agency, shall be the same as the manufacturer.
- 1.3.4. **Department** – Ross Valley School District, the agency calling for the bid.
- 1.3.5. **District** – Any School District or public agency in the State of California. If any County Office of Education chooses to place an order for relocatable buildings, it too shall be considered a District.
- 1.3.6. **Manufacturer** – The company who manufactures the modules shall be the same as the Contractor.
- 1.3.7. **DSA** - Division of the State Architect, State of California.
- 1.3.8. **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 the three base bid building designs.
- 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, vendor shall be responsible for all DSA fees required to do such. The District(s) shall pay DSA fees only to the DSA.

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

1.6. Approval by the Division of the State Architect

The Contractor shall submit one (1) set of plans and specifications including structural, mechanical, electrical, and air conditions with calculations, to the District's Architect within twenty (20) business days after receipt of District's Award/Purchase Order. All plans, specifications and calculations signed by an architect(s), structural engineer(s), electrical engineer(s) and mechanical engineer(s) shall be licensed by the State of California. Any notations or corrections required by the District Architect shall be incorporated into the plans and specifications, and they shall be returned to the District Architect within ten (10) business days in the form of one (1) set of reproductive and two (2) prints of complete sets of plans and specifications.

After correction (if any) as noted by Architect has been made, the Architect, with the assistance of the Contractor, shall obtain approval from DSA. If the DSA requires changes in the plans or specifications, the Contractor, shall obtain approval from DSA. If the DSA requires changes in the plans or specifications, the Contractor shall accomplish the changes and resubmit the corrected documents to the District Architect

within 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. Re-submittals shall be delivered by email, express mail or may be delivered in person.

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

1.7. Inspection

Inspection of prefabricated buildings is divided into two (2) separate functions: (1) In-plant inspection and (2) On-site inspection.

Inspectors shall be retained by the District.

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

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

1.8. Coordination of Work

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

It shall be the Contractor's responsibility to make all necessary arrangements with the District's authorized representative for access to grounds and removal of equipment, if necessary. This 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.

1.9. 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

2013 California Building Standards Administration (Part 1, Title 24 CCR)

2013 California Building Code, Volumes 1, 2 and 3 (Part 2, Title 24 CCR)

2013 California Electrical Code (Part 3, Title 24 CCR)

2013 California Mechanical Code (Part 4, Title 24 CCR)

2013 California Plumbing Code (Part 5, Title 24 CCR)

2013 California Energy Code Part 6, Title 24 CCR

2013 California Elevator Safety Construction Code (Part 7, Title 24 CCR)

2013 California Fire Code (part 9, Title 24 CCR)

2013 California Referenced Standards Code (Part 12, Title 24 CCR)

2013 California Green Code (CGC) Part 11, Title 24 CCR

NFPA 13, 2013 Edition, Installation of Automatic Sprinkler Systems, as amended

NFPA 14, 2013 Edition, Installation of Standpipe, Private Hydrant and Hose Systems
NFPA 24, 2013 Edition, Installation of Private Fire Service Mains and their Appurtenances
NFPA 72, 2013 Edition, National Fire Alarm Code, as amended
American Welding Society – Standard Qualifications Procedures
American Wood Preservation Association
National Fire Protection Association NFPA 90A
National Warm Air Heating and Air Condition Association
National Electrical Code
ASTM C635- Metal Suspension Systems for Acoustical Tile and Lay-in Panel Ceilings
State of California Specification 7220-XXX-01, Carpet
Interpretations of Regulation (IR) issued by the Division of the State Architect

2. PRODUCTS

2.1. Material and Workmanship

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

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

3. DESIGN CRITERIA & EXECUTION

3.1. General

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

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

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

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

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

Each module shall be sufficiently rigid to be jacked up at the front and back corners for relocation without damage or the module shall have lift lugs at the front and back located as required so that the module may be

jacked up for relocation in one piece without damage. This requirement shall be met without additional supports of any type.

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

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

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

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

3.2. Standards Baseline

The baseline building will be based on Modular Buildings Specifications. The Sections below however, supercede for the High Performance buildings.

3.3. Structural

3.3.1. All steel moment frame, 45% Recycled DSA PC Design.

3.3.2. 1:12 nominal Mono pitched, 3" standing seam metal cool-roof, SRI 80.

3.3.3. Architectural front and rear louvered shade structures with hot dipped galvanized finish.

3.3.4. 5" concrete on metal deck floor system, 25% RC fly ash.

3.3.5. Galvanized 8' insulated door with view window.

3.3.6. Factory applied 7/8 hybrid plaster system exterior finish.

3.4. Insulation

3.4.1. Cumulative R-Values: R-21 HD Wall and R-30 HD Roof.

3.4.2. Eco-friendly insulation

3.4.2.1. Green Guard Certified,

3.4.2.2. formaldehyde-free,

3.4.2.3. 30% recycled content.

3.5. Floor and Wall

3.5.1. Vaulted T-bar ceiling design, 8'6" – 10'-6"

3.5.2. Tackable Wall Coverings, Low-VOC, high RC, 100% recycled backing.

3.5.3. (2) 5' x 8' ft. whiteboards.

3.5.4. Formaldehyde-free, FSC certified composite wood within casework.

3.5.5. Acoustical ceiling tiles, 2' x 2', Low-VOC, 82% RC.

3.5.6. Carpet tiles, Green Label Plus for IAQ, 45% RC, 100% recycled backing (24" x 24").

3.5.7. Low to no VOC primers and paints.

3.6. Energy, Lighting and Windows

3.6.1. Solar Panel Ready Roof – 3psf.

3.6.2. Large Low-E dual glazed view windows – recycled aluminum frames.

3.6.3. Energy Star tubular skylights with adjustable damper (as applicable) / 6 ea per 960 sf.

3.6.4. LED dimmable lighting system with occupancy sensors.

3.6.5. Fixed windows.

3.6.6. Manually operable shades.

3.6.7. Architectural exterior LED light on Photos Cell or EMS ready.

3.7. Indoor Air-Quality and Thermal Comfort

3.7.1. High Efficiency indoor floor supported HVAC.

3.7.2. HVAC MERV 13 filter.

3.7.3. Separate temperature/ventilation controlled for each classroom.

3.7.4. Permanent walk-off mats.

END OF DOCUMENT

MODULAR ELEVATOR SPECIFICATIONS

1. GENERAL

1.1. Related Documents and Provisions

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

- 1.1.1. General Conditions;
- 1.1.2. Special Conditions;
- 1.1.3. Modular Building Specifications
- 1.1.4. High Performance Design Specifications

1.2. Summary

Provide a modular elevator for the Two-story buildings allowable in this contract.

1.3. Provided by District – Not in Contract

- 1.3.1 All electrical must be run in EMT or rigid conduit, for both high and low voltage.
- 1.3.2 All electrical to be terminated and hooked up in disconnect and junction boxes which are provided in the elevator.
- 1.3.3. The controller cannot be used as a pull box.
- 1.3.4. All electrical circuits must be hot, smoke detector operational and telephone must have dial tone prior to calling to prepare elevator for final inspection.
- 1.3.5. Conduit and power location as directed by Contractor.
- 1.3.6. Conduit and power up for electrical service to the elevator disconnect.
- 1.3.7. Conduit and power(s) for the three 100v circuits.
- 1.3.8. Conduit and line for the telephone.
- 1.3.9. Detector must have two sets of open dry contacts.
- 1.3.10. Conduit run from smoke detector to the controller
- 1.3.11. Telephone line to be run in conduit to jacks supplied above controller.
- 1.3.12. Telephone number to be supplied for emergency auto dialing.
- 1.3.13. All circuits to be dedicated and originate outside of the elevator or the equipment room.

- 1.3.14. Installation of a drain line and tank or other approved means to deal with sump drain discharge.
- 1.3.15. Elevator Fire Alarm as required, including smoke detector in machine room and AC for machine room (if required).
- 1.3.16. Install Ground Rod in bottom of the elevator pit. Attach a bond from ground rod to lug on tower frame.
- 1.3.17. All items listed above must be completed before sending a crew to adjust and go through the inspection process. A two-week notice is required to schedule appointments after installation is complete.
- 1.3.18. State elevator regulations require that the District have a Service Contract. This requires that the elevator be serviced each month. Not having a service contract could affect warranty on the elevator.

1.4. Submittals

Provide shop drawings.

2. PRODUCTS

2.1. Manufacturers

Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated in the work include but are not limited to the following:

As distributed by T.L. Shield & Associates, Inc. or equal

2.2. Materials and Components

- 2.2.1. **General Requirements.** Provide manufacturer's standard pre-engineered elevator system(s) that will comply with or fulfill the requirements of elevator schedule sheets at end of this Section, or at manufacturer's option, provide custom-manufactured elevator system(s) that will fulfill requirements. Where components are not otherwise indicated, provide standard components published by manufacturer as included in standard, pre-engineered elevator system(s) and as required for a complete system. All hydraulics, car, platform, car doors, hoistway doors, to be pre-installed in pre-engineered, pre-fabricated hoistway tower.
- 2.2.2. **Hydraulic Machines and Elevator Equipment.** Provide manufacturer's standard twin jacks for each elevator, with electric pump-tank-control system equipment in machine room as indicated.
- 2.2.3. **Piping.** Provide size, type, and weight piping recommended by manufacturer, and provide isolation couplings to prevent sound/vibration transmissions from power unit.
- 2.2.4. **Inserts.** Furnish required concrete anchors for anchorage of the modular elevator unit.
- 2.2.5. **Car Frame and Platform.** Manufacturer's standard welded steel units.

2.3. Control Systems

- 2.3.1. **General.** Provide manufacturer's standard control system for each elevator or group of elevators as required to provide automatic operation of the type indicated and defined in the Code as "Operations".

2.3.2. Single Elevator Control – Passenger. Provide solid-state “Selective collective Automatic Operation”, as defined in ASME/ANSI A17.1.

2.3.3. Auxiliary Operations/Controls. In addition to primary control system features, provide the following controls or operational features for passenger elevators, except where otherwise indicated.

2.3.3.1. Emergency power operation, where scheduled.

2.3.3.2. Automatic 2-way leveling.

2.4. Signal Equipment

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

2.4.1. Provide illuminated hall-call and car-call buttons that light up when activated and remain lit until call or other function has been fulfilled; fabricated of acrylic or other permanent plastic.

2.4.2. Except for buttons and illuminated signal elements, fabricate signal equipment with exposed surfaces of stainless steel with manufacturer’s standard directional polish or satin finish.

2.4.3. Car Control Stations. Provide car control station in each car with flush-mounted metal face plates containing call button for each landing served and other buttons, switches, and controls required for specified car operation and control. Mount as shown or scheduled at height complying with ASME/ANSI A17.1. If not otherwise indicated, mount in return panel adjacent to car door. Provide operating device symbols as required by Code. Mark other buttons and switches with manufacturer’s standard identification for required use or function.

2.4.4. Car Position Indicator. For Passenger elevator cars, provide either illuminated-signal type or digital-display type, located near top of each car or in car control station. In addition to visual indicator, provide audible signal to indicate to passengers that car is either stopping at or passing each of the floors served.

2.4.5. Hall Push-Button Station. Provide hall push-button station at each landing for each elevator. Provide 1-button station where only one direction of travel is available and indicate which direction that is.

2.4.6. Car Riding Lanterns. Provide units with illuminated “up” and “down” signal arrows, but provide single arrow where only one direction is possible. Provide units projecting from faceplate for each of angular viewing, except provide flush units where a location in hoistway entrance frame is indicated. Match materials, finishes, and mounting method of hall push-button stations.

At manufacturer’s option, hall lantern signals may be placed either above or beside each hoistway entrance or in jamb of entrance frame for each elevator. Mount at minimum of 6'-0" above finished floor.

In conjunction with each car riding lantern device, provide an audible signal to indicate that a car is arriving in response to a hall call and to indicate direction of car travel. Signal shall sound once for “up” direction of travel and twice for “down” direction.

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

2.4.8. Alarm System. Provide emergency alarm bell properly located within building and audible outside hoistways, equipped to sound automatically in response to emergency stops and in response to “Alarm” button on each car control station.

2.5. Passenger Elevator Car Enclosure

Provide manufacturer's standard pre-engineered car enclosures of the selections indicated. Include ventilation, lighting, ceiling finish, wall finish, access doors, doors, power door operators, sill (threshold), trim, accessories, and floor finish unless indicated as not work of this Section. Provide horizontal sliding doors of manufacturer's standard flush panel type, with operation and number of panels as indicated. Provide manufacturer's standard protective edge trim system for door and wall panels, except as otherwise indicated.

2.5.1. Materials and Fabrication. Provide selections as indicated for each car enclosure surface; provide manufacturer's standards, but not less than the following.

2.5.1.1. Enameled Steel Door Panels. Flush hollow-metal construction, fabricated from ASTM A 366 cold-rolled steel, commercial quality, Class 1, matte finish, stretcher leveled. Provide with factory-applied baked-on enamel finish; colors as selected by Architect.

2.5.1.2. Stainless Steel. ANSI Type 302/304 with No. 4 satin finish.

2.5.1.3. Aluminum Sills. Cast or extruded aluminum, with grooved surface, 1/4-inch thickness, mill finish.

2.5.1.4. Plastic Laminate. High-pressure type complying with NEMA LD3, Type GP-50 (0.050-inch nominal thickness)" color, texture, and pattern as selected by Architect from standard products available in the industry.

2.5.1.5. Fabricate car door frame integral with front wall of car.

2.5.1.6. Fabricate solid wood-core car with recesses and cutouts for signal equipment.

2.5.1.7. Luminous Ceiling. Fluorescent light fixtures and ceiling panels of translucent or open egg-crate plastic, of acrylic or other permanent rigid plastic complying with flammability requirements.

2.6. Personal Protective Devices

2.6.1. Handrails. Provide manufacturer's standard aluminum handrails on back wall unless otherwise indicated either continuous or segmented units.

2.6.2. Automatic Door Re-Opening Device. Provide electronic device with timed cutout, projecting infrared light beams across car entrance at full height of car door that when interrupted will cause closing doors to stop and re-open. Provide keyed switch in car operating panel or toggle switch in service cabinet for disconnecting photo-eye protective device.

2.6.3. Operational Nudging Feature. After car doors are prevented from closing for a pre-determined adjustable time period, through activation of detection device or door edge protective device, a loud buzzer shall sound and door shall begin to close at a reduced rate of speed. Doors shall continue to close unless door edge protective device is activated, which shall cause doors to re-open. Process shall repeat until obstruction is removed from entrance.

2.7. Passenger Hoistway Entrances

2.7.1. Provide pre-installed, manufacturer's standard, pre-engineered, hollow-metal type, sliding, door-and-frame hoistway entrances complete with track systems, hardware, safeties, sills and accessories. Match

car enclosure doors for size, number of door panels, and door panel movement. Provide a frame-section size and profile to coordinate with hoistway wall construction as indicated.

2.7.1.1. Where gypsum-board wall construction is indicated, fabricate frames with re-enforced head sections; provide sufficient strength without support from wall lintels.

2.7.2. Materials and Fabrication Provide selections indicated that comply with manufacturer's standards, but not less than the following.

2.7.2.1. Enameled Frames. Framed steel with manufacturer's standard baked synthetic enameled finish, colors as selected by Architect.

2.7.2.2. Enameled Steel Panel. Flush hollow-metal construction, fabricated from ASTM A 366 cold-rolled steel; commercial quality, Class 1, matte finish, stretcher leveled. Provide with factory-applied baked-on enamel finish; colors as selected by Architect.

2.7.2.3. Aluminum Sills. Extruded aluminum, with grooved surface, 1/4-inch thickness, mil finish.

3. EXECUTION

3.1. Examination

Prior to commencing elevator installation, examine pre-fabricated hoistways, hoist-way openings, pits, and machine rooms, as constructed; verify all critical dimensions and examine supporting structure and all other conditions under which elevator work is to be installed. Notify Contractor in writing of any dimensional discrepancies or other conditions detrimental to the proper installation or performance of elevator work. Do not proceed with elevator installation until unsatisfactory conditions have been corrected in a manner acceptable to the Installer.

3.2. Installation of Elevator System

3.2.1. General. Comply with manufacturer's instructions and recommendations for work required during installation.

3.2.2. Excavation for Pit. Excavate for each elevator pit to accommodate installation of modular elevator unit; comply with applicable requirements of Division 2 "Excavation" sections.

3.2.3. Install modular elevator units plumb and accurately centered for elevator car position and travel; anchor securely in place.

3.2.4. Welded Construction. Provide welded connections for installation of elevator work where bolted connections are not required for subsequent removal or for normal operation, adjustment, inspection, maintenance, and replacement of worn parts. Comply with AWS standards for workmanship and for qualifications of welding operators.

3.2.5. Coordination. Coordinate elevator work with work of other trades for proper time and sequence to avoid construction delays. Use benchmarks, lines, and levels designated by Contractor to ensure dimensional coordination of the work.

3.2.6. Sound Insulation. Mount rotating and vibrating elevator equipment and components on vibration-absorption mounts, designed to effectively prevent transmission of vibrations to structure and thereby to eliminate sources of structure-borne noise from elevator system.

- 3.2.7. Install piping without routing underground, where possible. Where not possible, cover underground piping with permanent protective wrapping before backfilling.
- 3.2.8. Lubricate operating parts of system, including ropes, if any, as recommended by manufacturers.
- 3.2.9. **Alignment.** Coordinate installation of hoistway entrances with installation of modular elevator unit for accurate alignment of entrances.
- 3.2.10. **Leveling Tolerance.** ½-inch, up or down, regardless of load and direction of travel.
- 3.2.11. Finish interior walls at hoistway entrances and trim to modular elevator unit. Provide sill or finish floor in area of hoistway door penetration in accordance with plans.

3.3. Field Quality Control

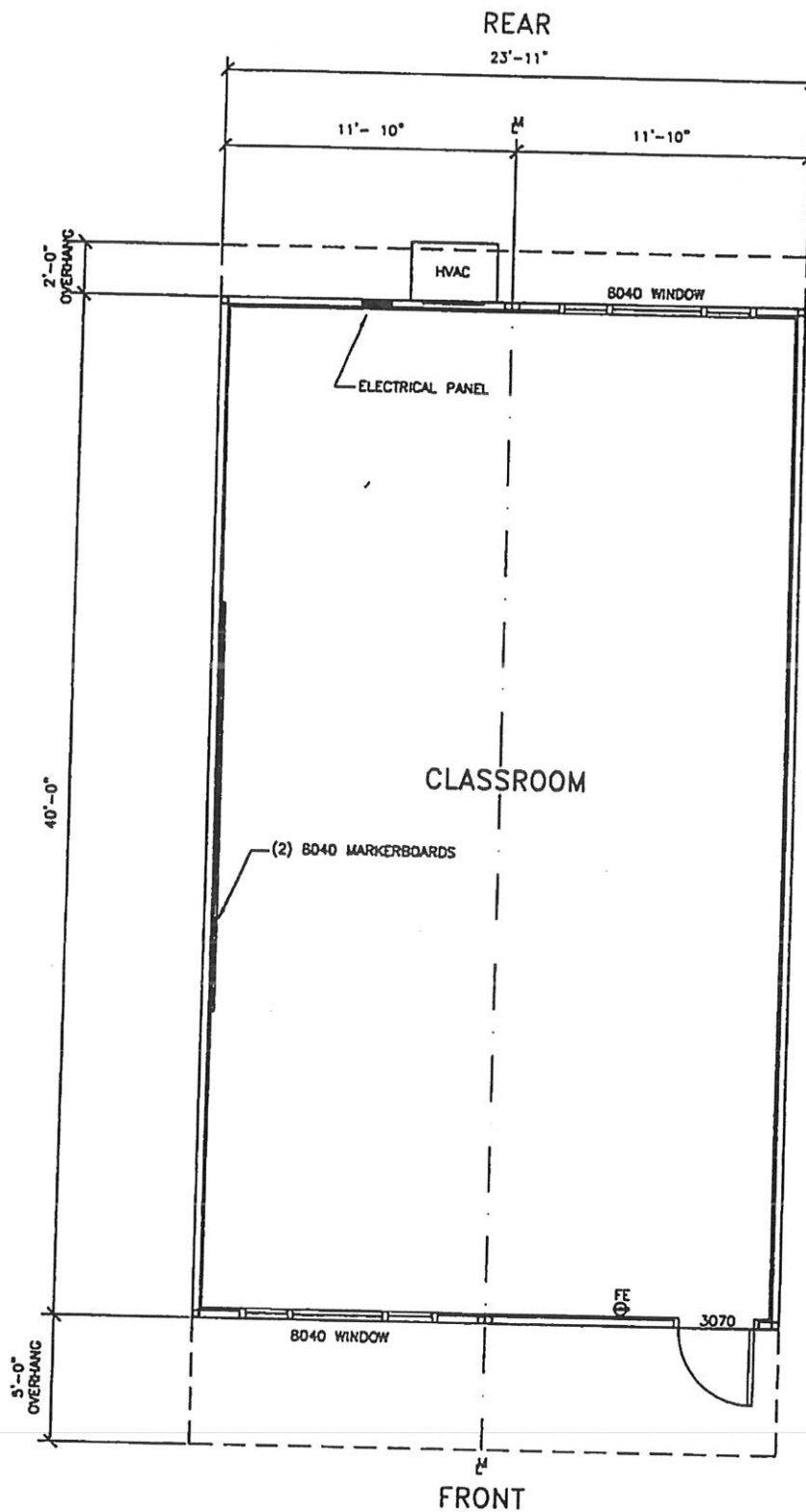
- 3.3.1. **Acceptance Testing.** Upon nominal completion of each elevator installation, and before permitting use of elevator (either temporary or permanent), perform acceptance tests as required and recommended by Code and governing regulations or agencies.
- 3.3.2. **Operating Tests.** Load each elevator to its rated capacity and operate continuously for 30 minutes over its full travel distance, stopping at each level and proceeding immediately to the next. Record temperature rise of pump motor (except submerged pumps) during 30-minute test period. Record failures of elevator to perform as required.
- 3.3.3. Advise Contractor, Owner, Architect, and inspection department of governing agencies in advance of dates and times tests are to be performed on elevators.

3.4. Protection

At time of Substantial Completion of elevator work (or portion thereof), provide suitable protective coverings, barriers, devices, signs, or such other methods or procedures to protect elevator work from danger or deterioration. Maintain protective measures throughout remainder of construction period

END OF DOCUMENT

BUILDING FLOOR PLANS



FLOOR PLAN

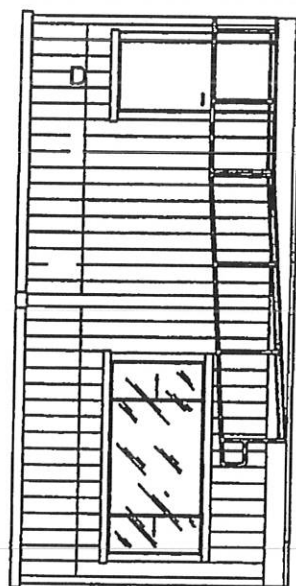
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OR OPPOSITE HAND = RIGHT HAND

24 X 40 CLASSROOM

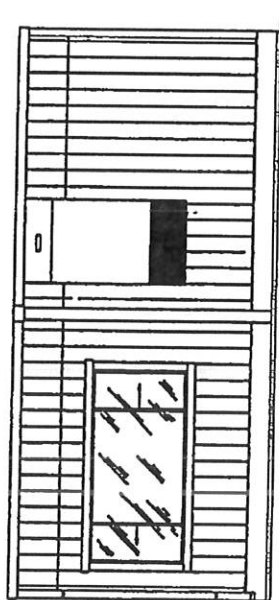
ITEM A

24 X 40 CLASSROOM

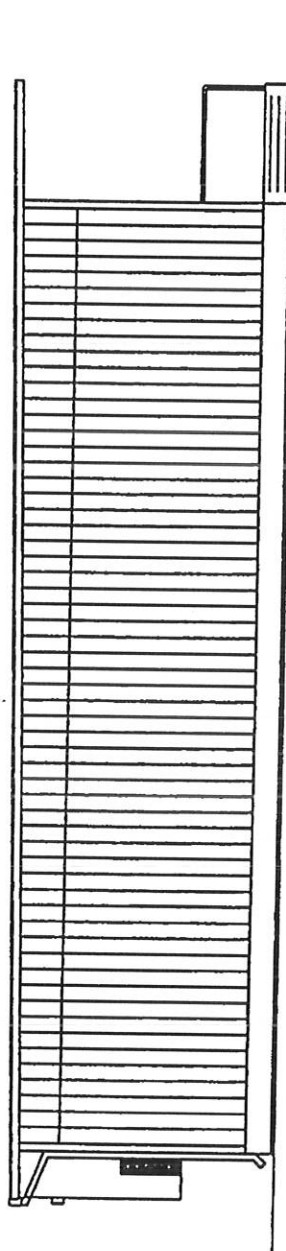
ITEM A



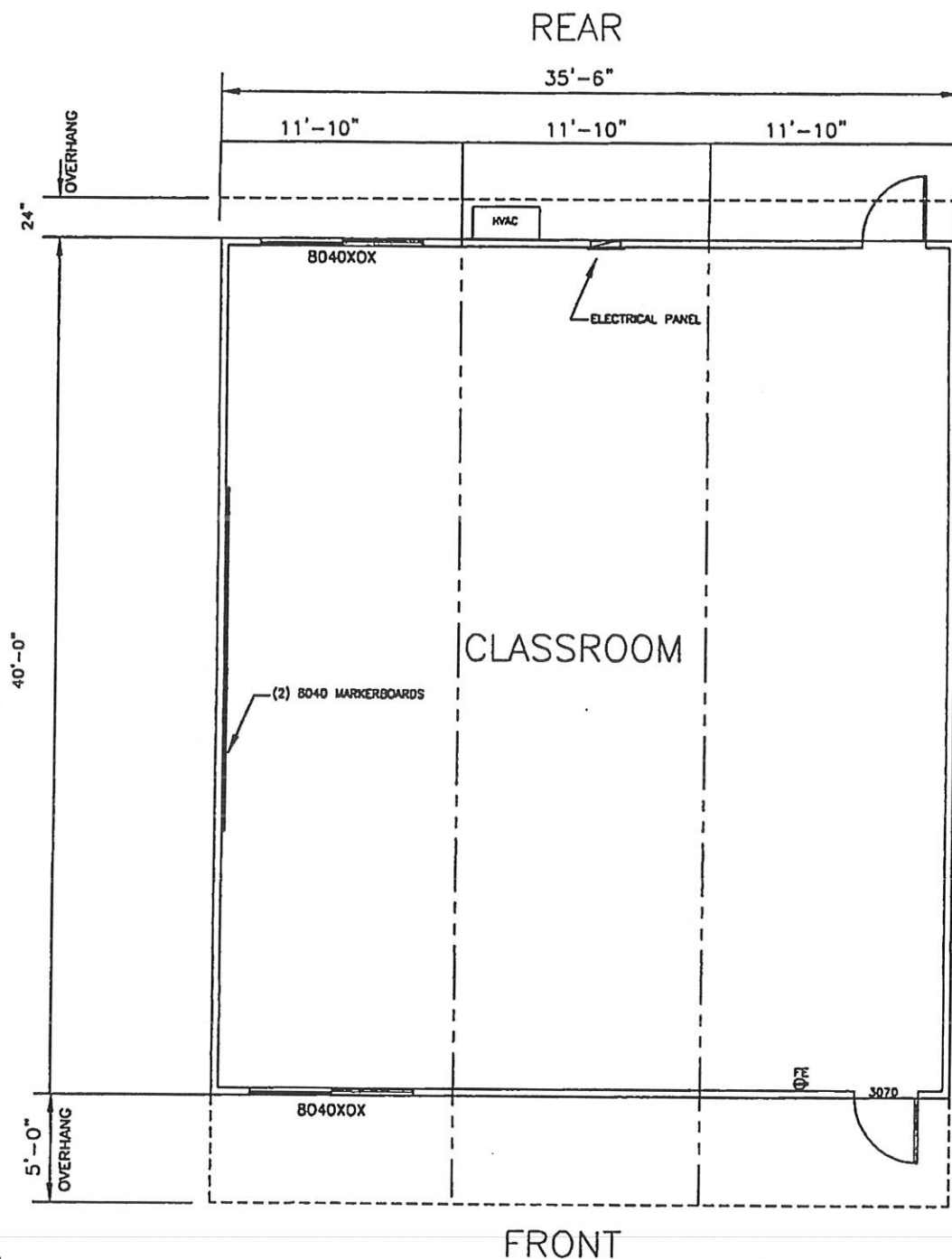
FRONT END/ENTRY ELEVATION



REAR END ELEVATION



SIDE ELEVATION



FLOOR PLAN

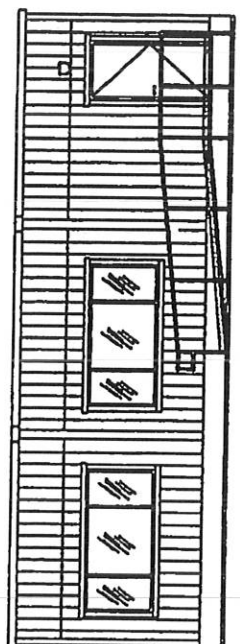
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OR OPPOSITE HAND = RIGHT HAND

36 X 40 CLASSROOM

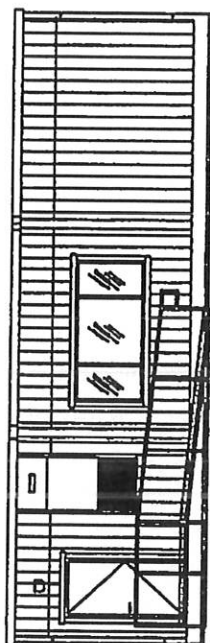
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36 X 40 CLASSROOM

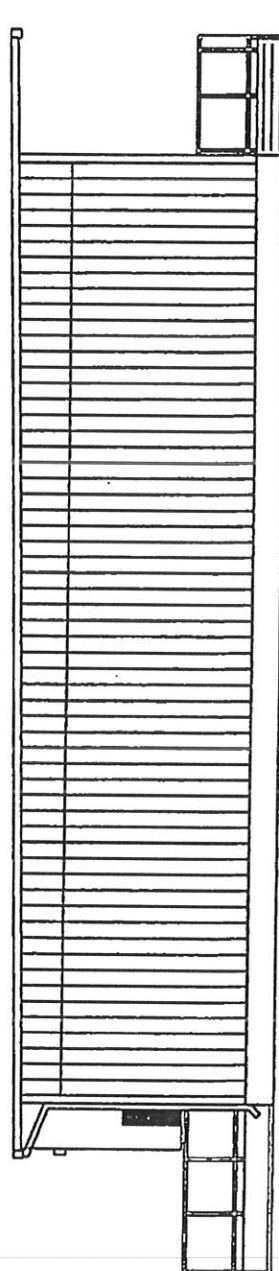
ITEM B



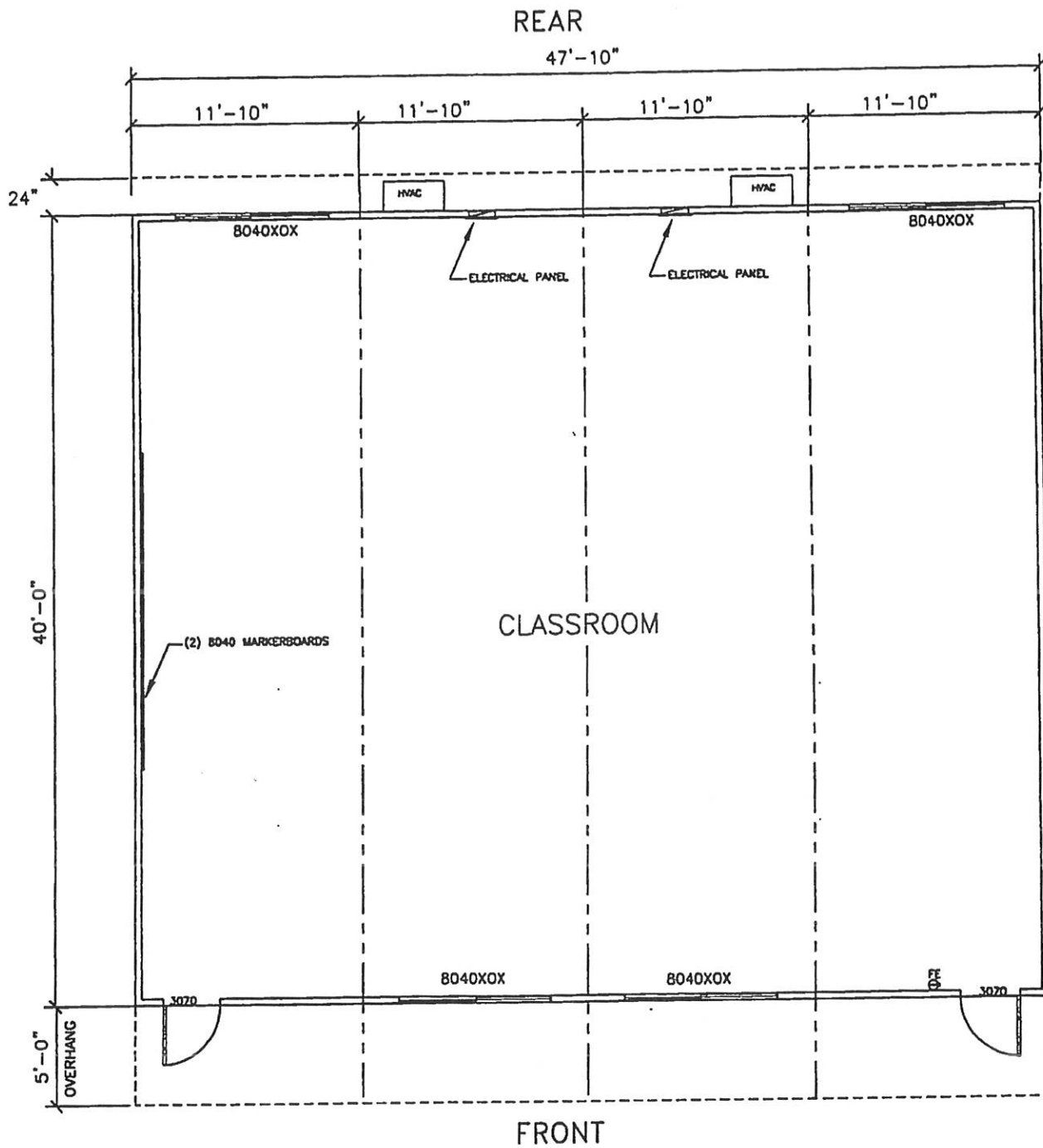
FRONT END/ENTRY ELEVATION



REAR END ELEVATION



SIDE ELEVATION

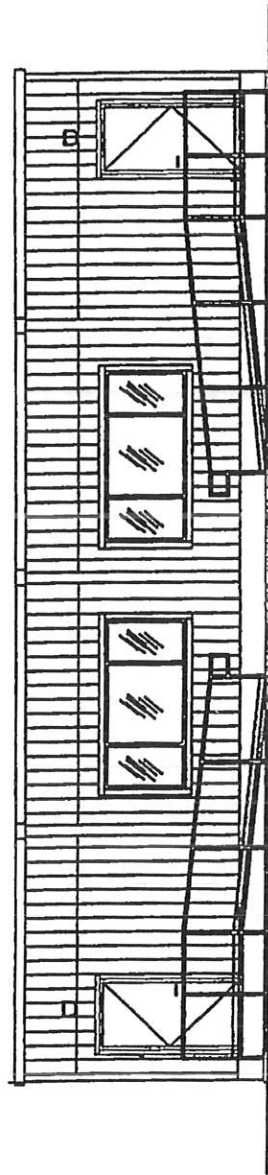


FLOOR PLAN

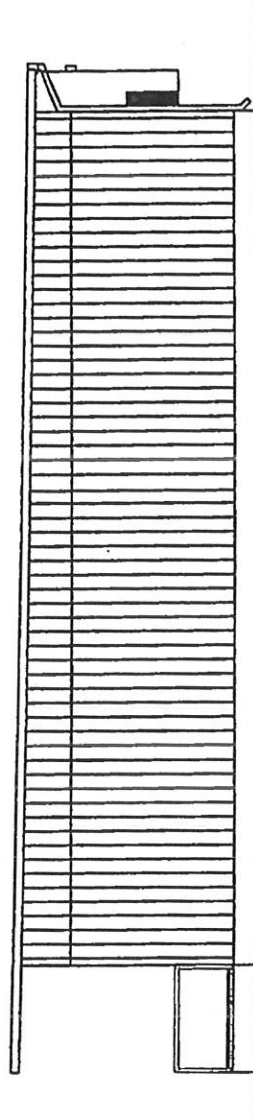
AVAILABLE AS SHOWN = LEFT HAND
OR OPPOSITE HAND = RIGHT HAND

48 X 40 CLASSROOM

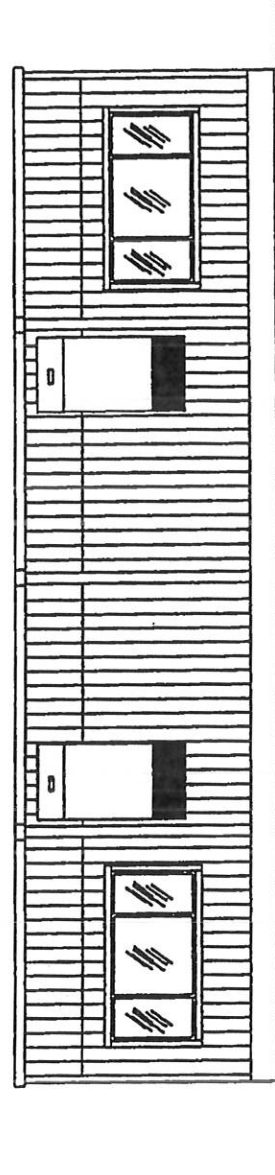
ITEM C



FRONT END/ENTRY ELEVATION



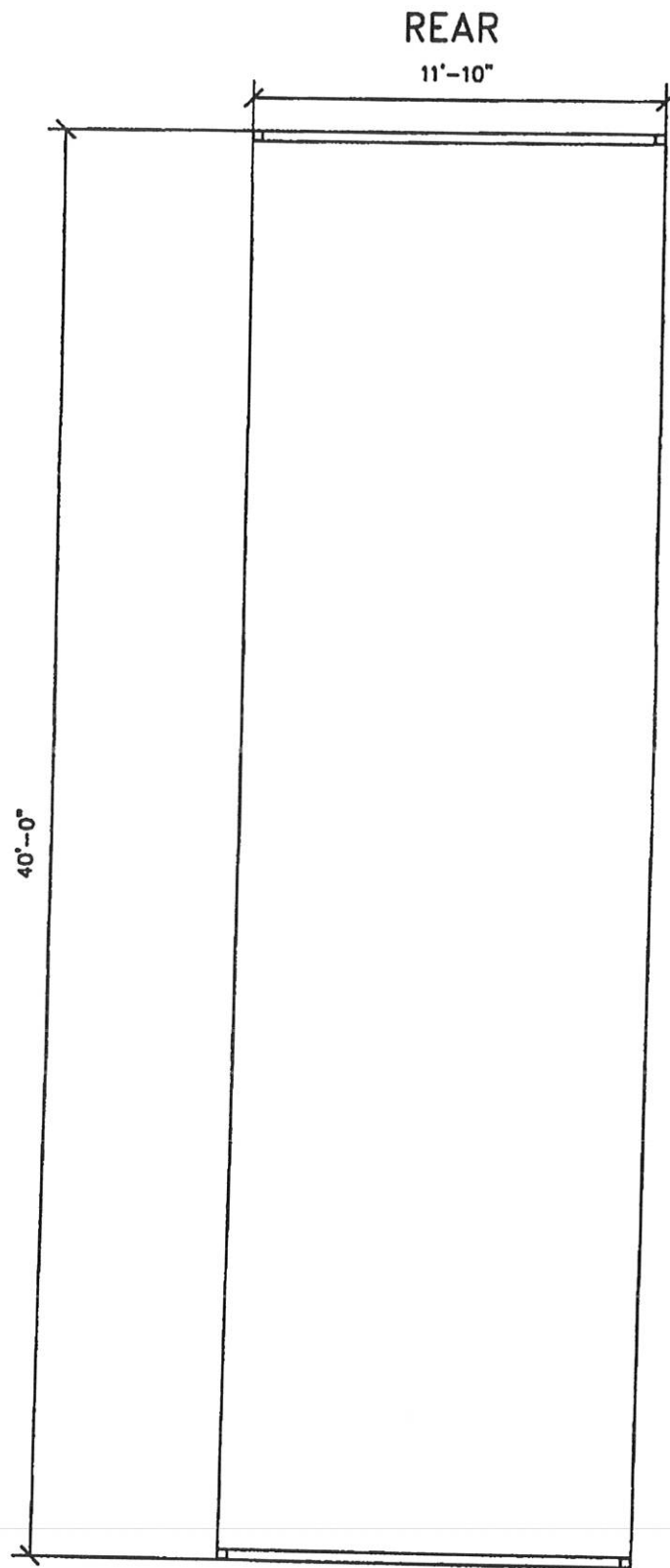
RIGHT SIDE ELEVATION



FRONT END/ENTRY ELEVATION

48 X 40 CLASSROOM

ITEM C

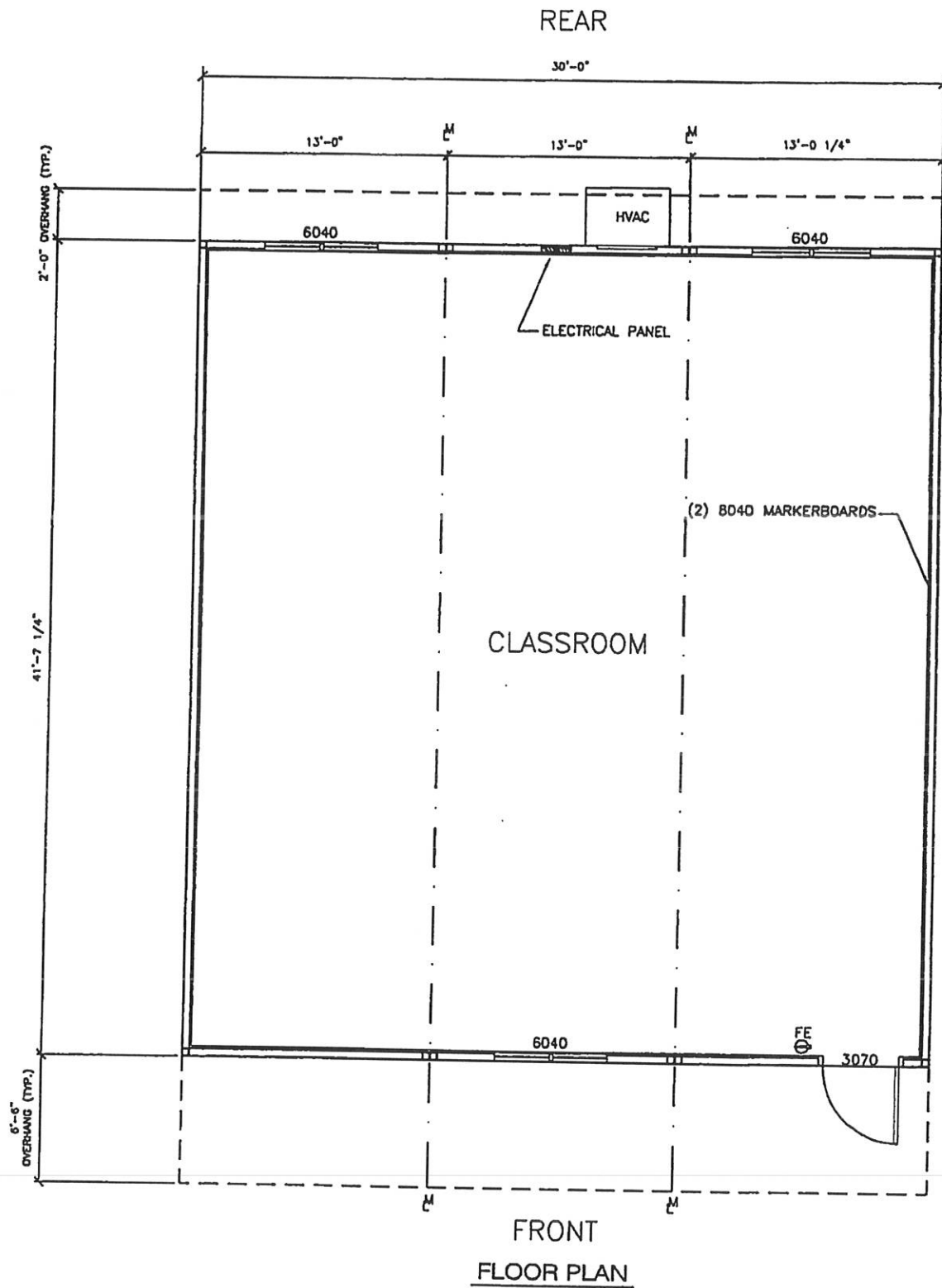


FRONT
FLOOR PLAN

12' MODULE

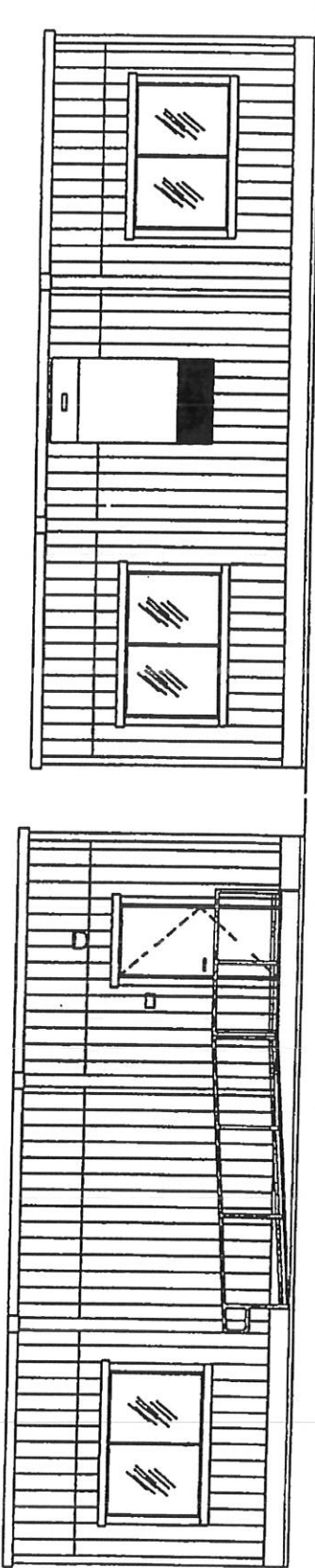
Additional Section

ITEM D



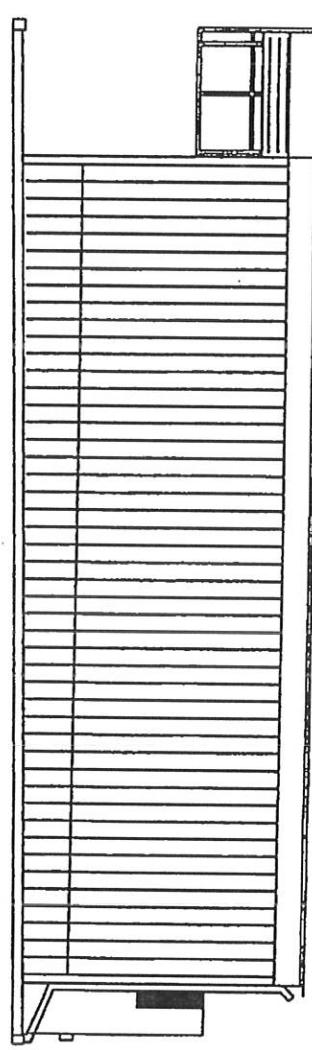
30 X 32 CLASSROOM

ITEM E



FRONT END/ENTRY ELEVATION

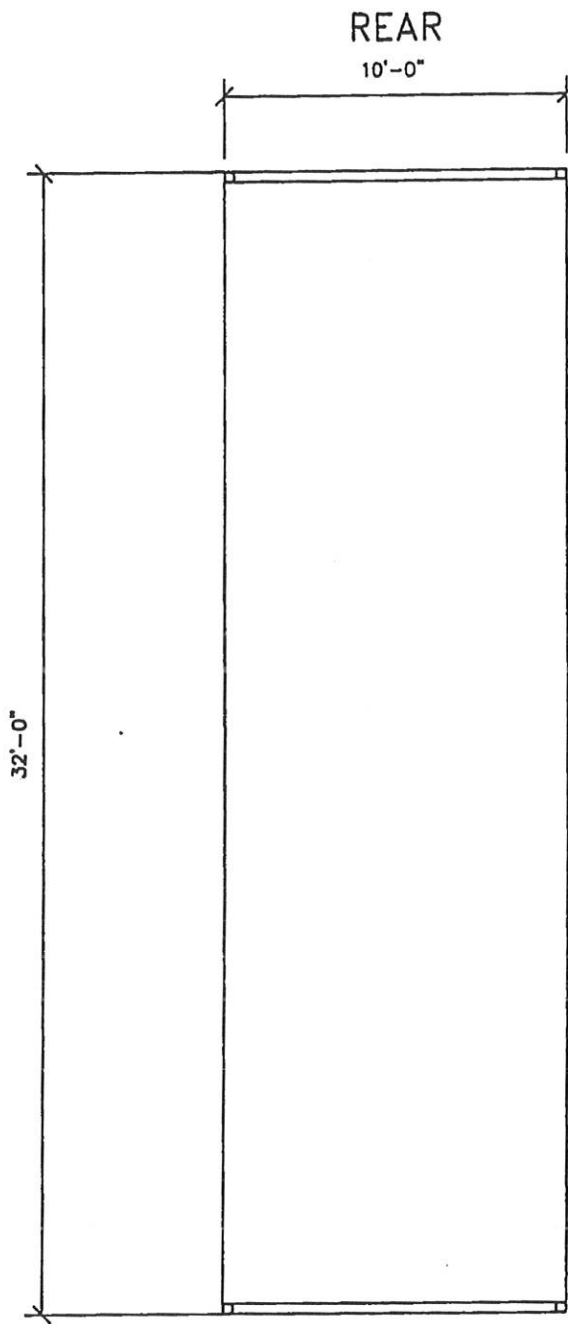
REAR END ELEVATION



SIDE ELEVATION

30 X 32 CLASSROOM

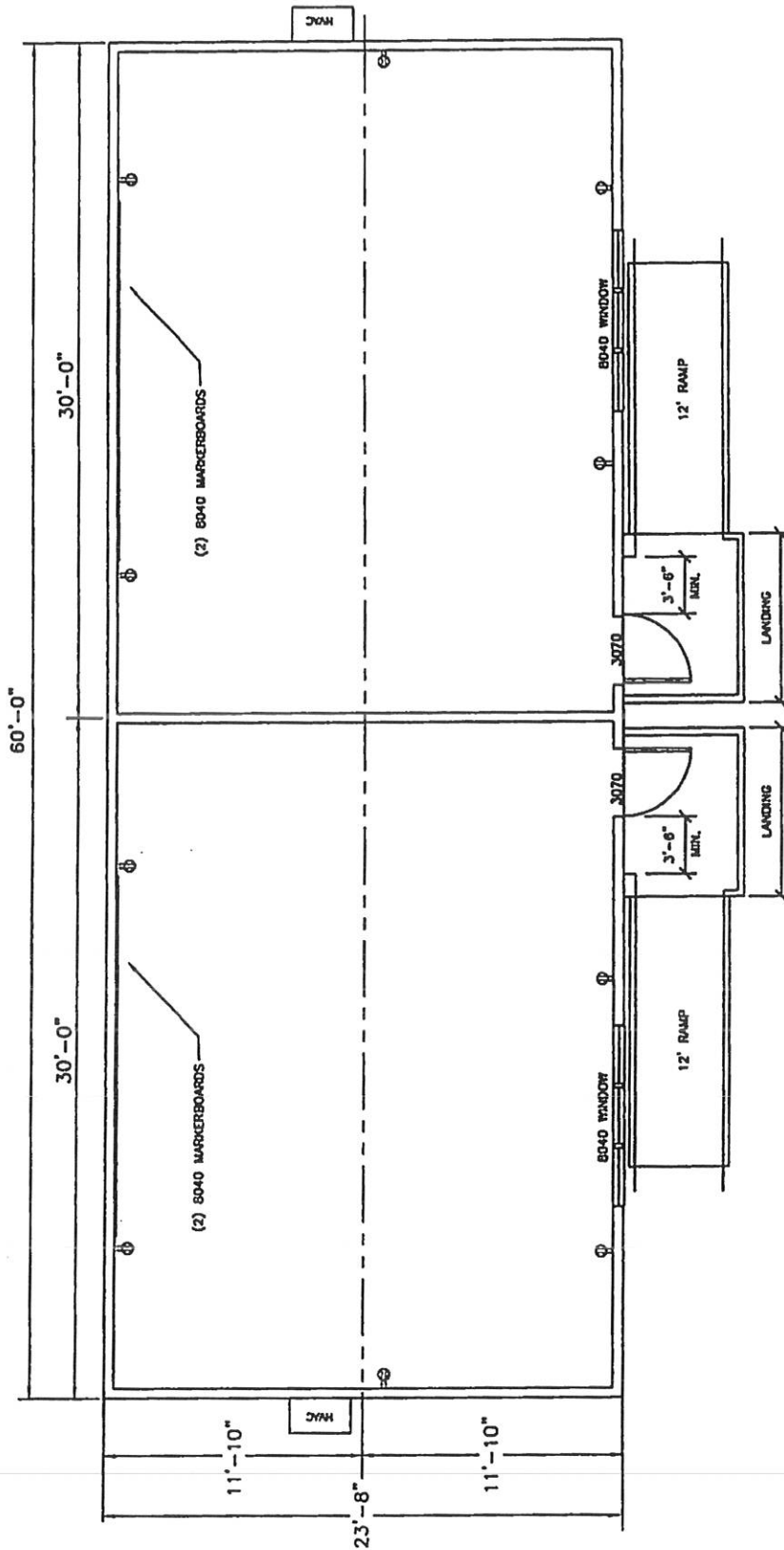
ITEM E



FRONT
FLOOR PLAN

10' MODULE Additional Section

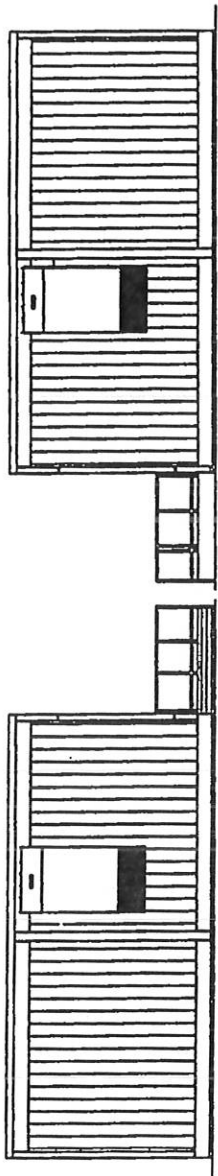
ITEM F



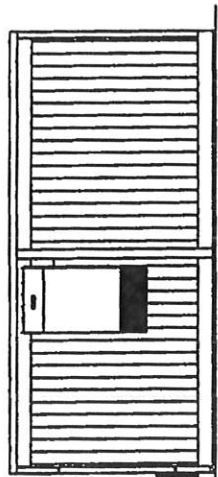
24 X 60 CLASSROOM

ITEM G

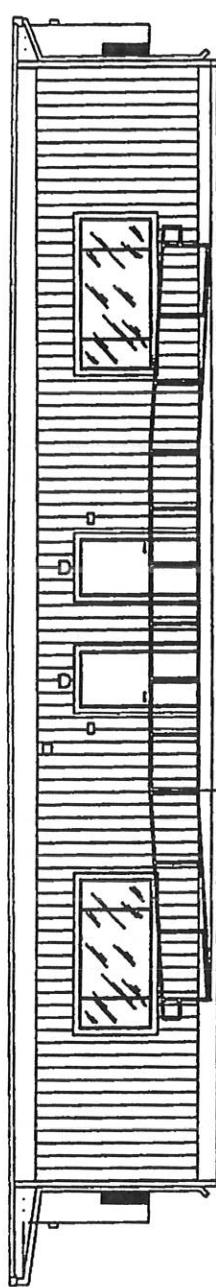
24 X 60 CLASSROOM	ITEM G
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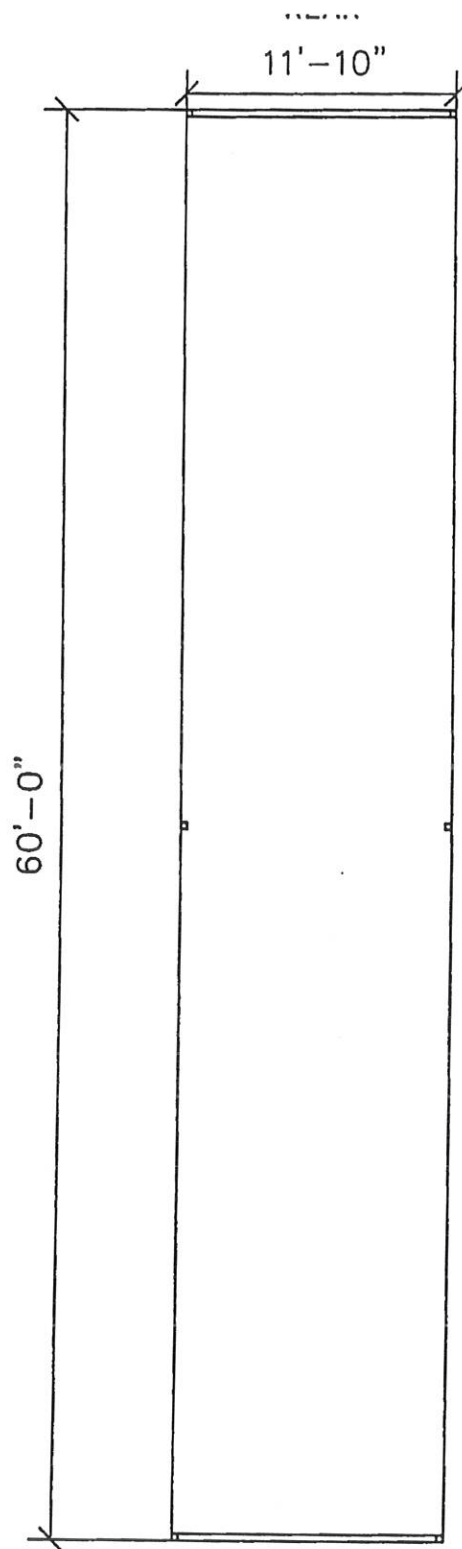
FRONT END/ENTRY ELEVATION



REAR END ELEVATION



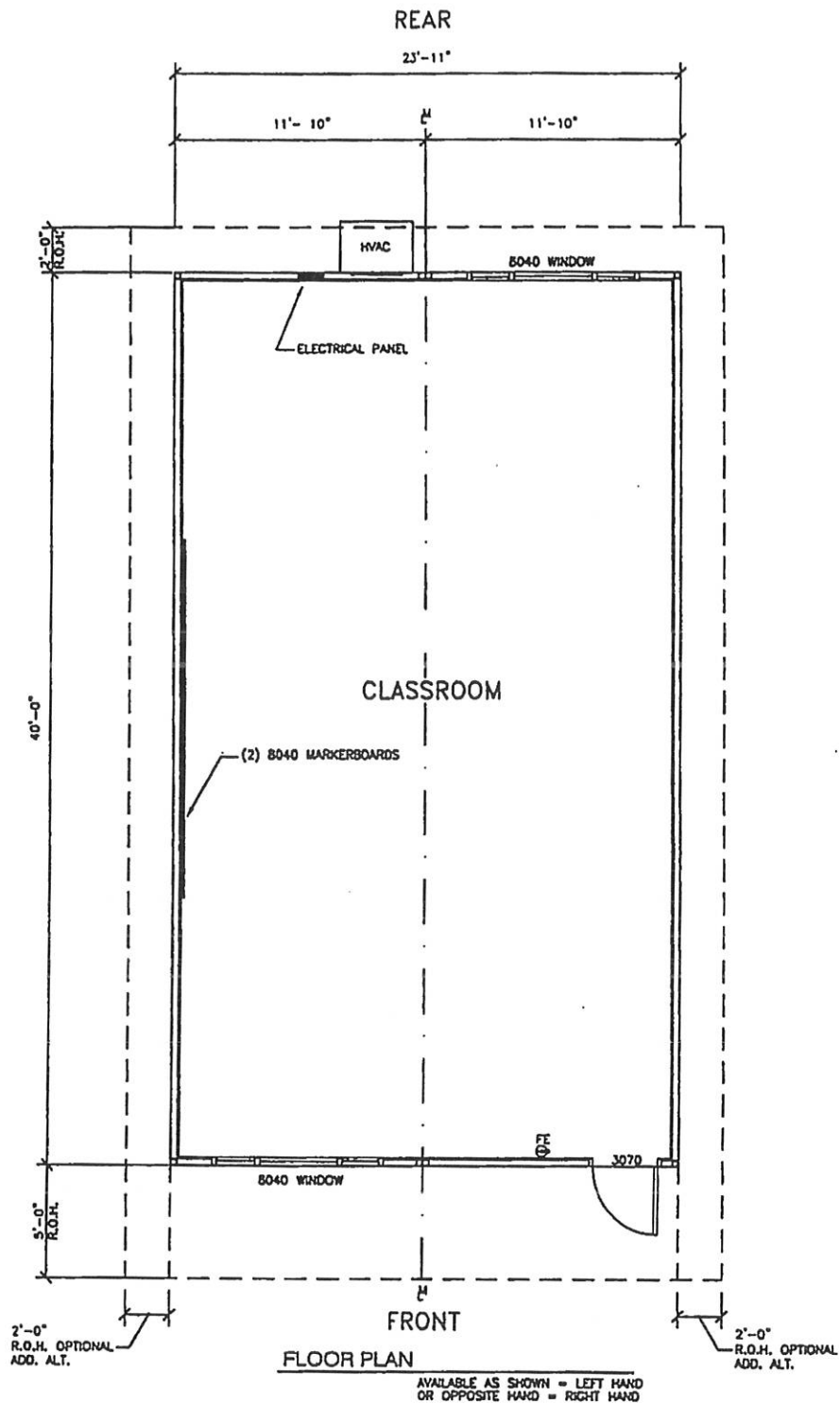
SIDE ELEVATION



FRONT
FLOOR PLAN

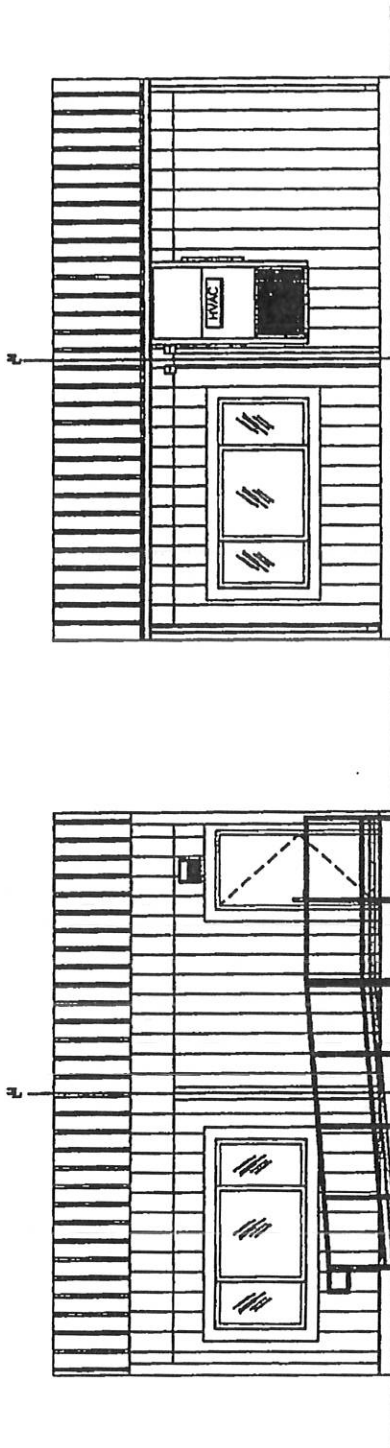
12' MODULE Additional Section

ITEM H



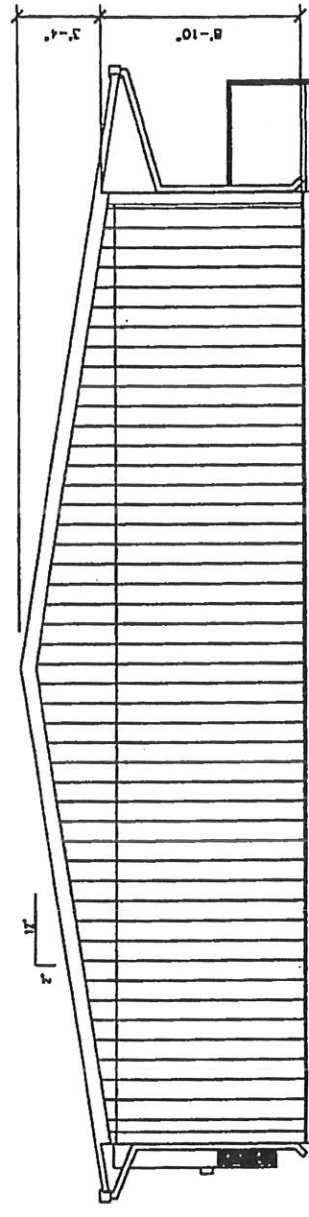
24 X 40 CLASSROOM

ITEM I



REAR EXTERIOR ELEVATION

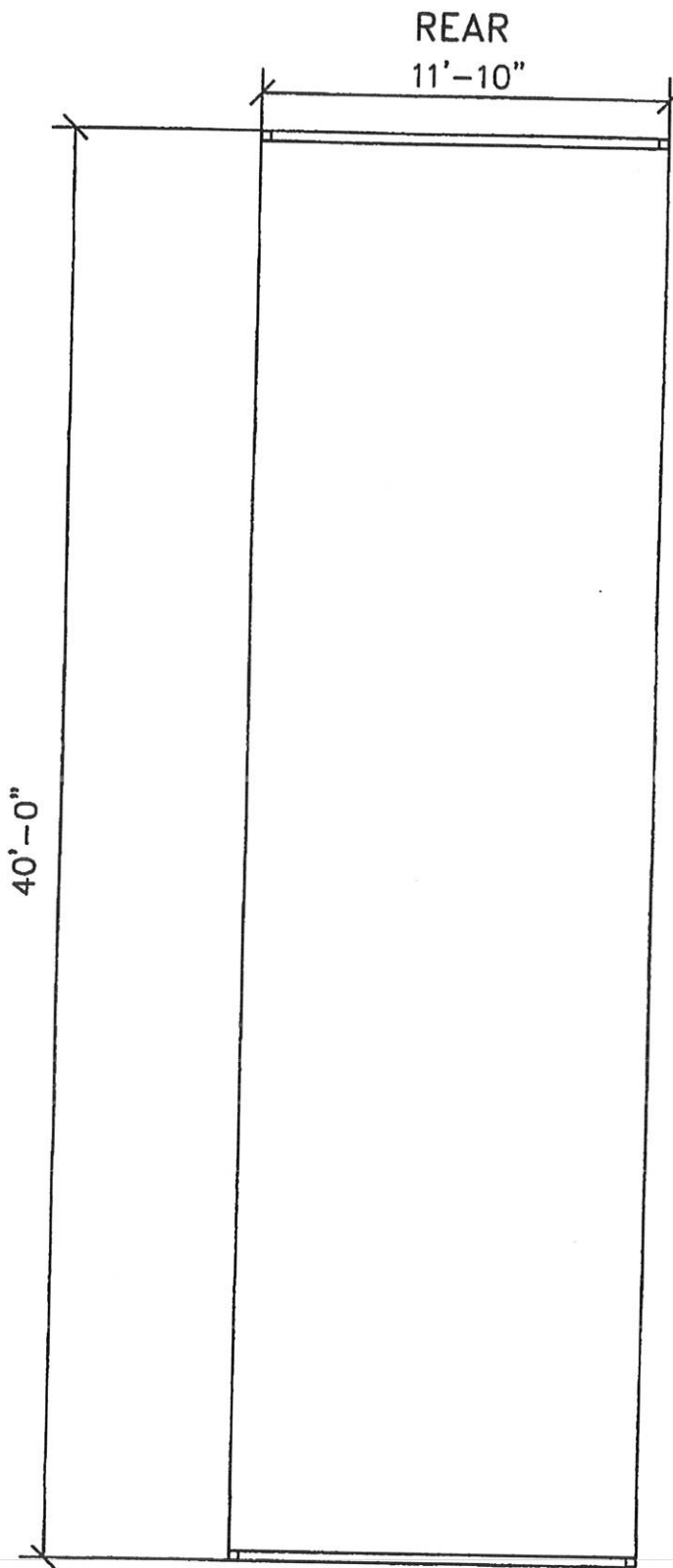
FRONT EXTERIOR ELEVATION



SIDE EXTERIOR ELEVATION

24x40 CLASSROOM

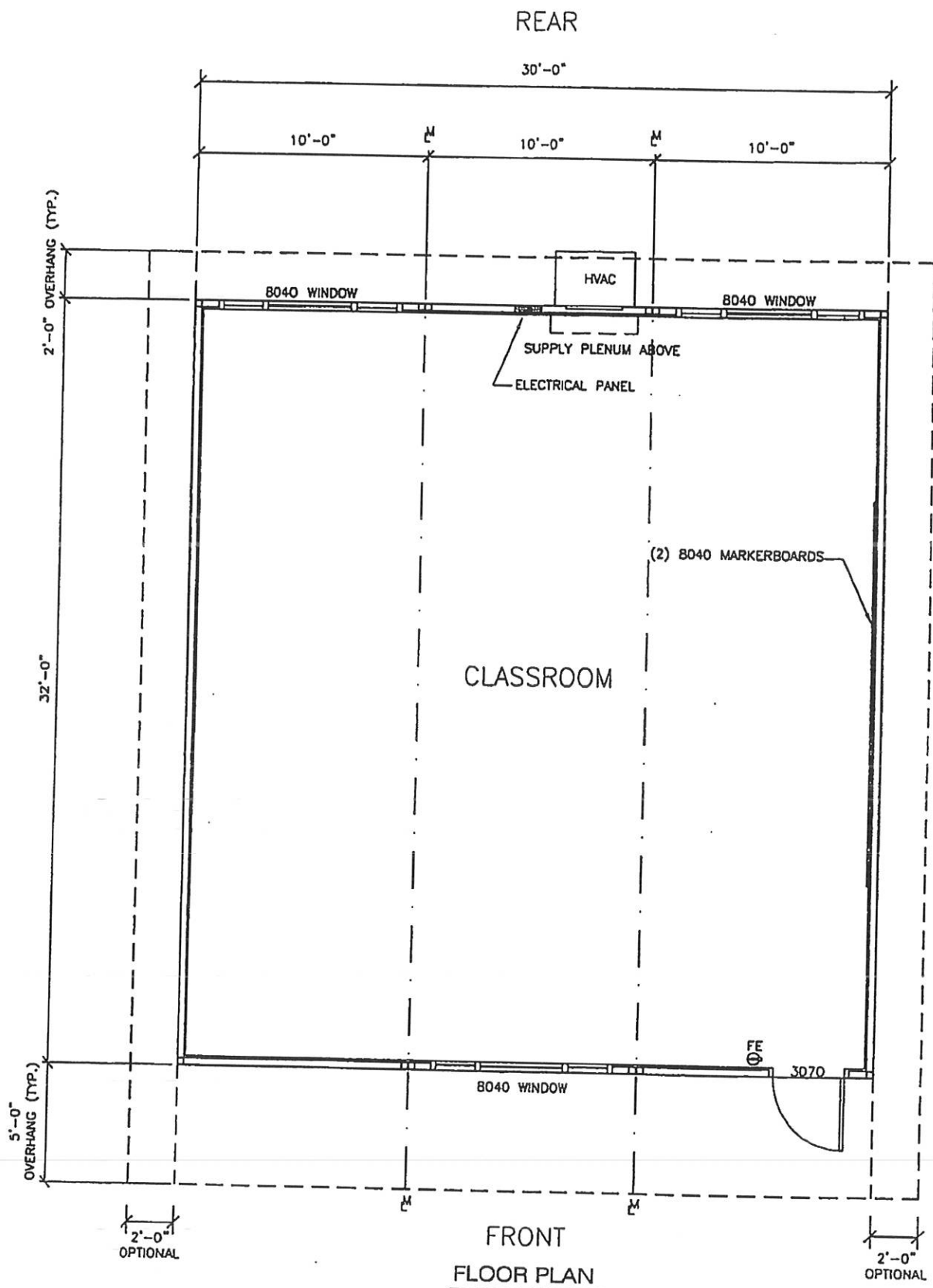
ITEM I



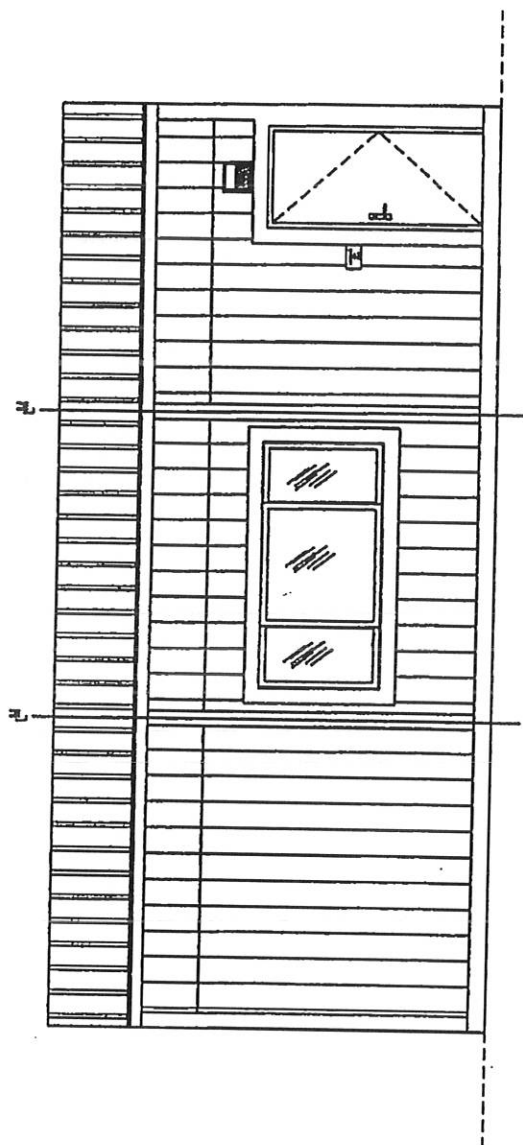
FRONT
FLOOR PLAN

12' MODULE Additional Section

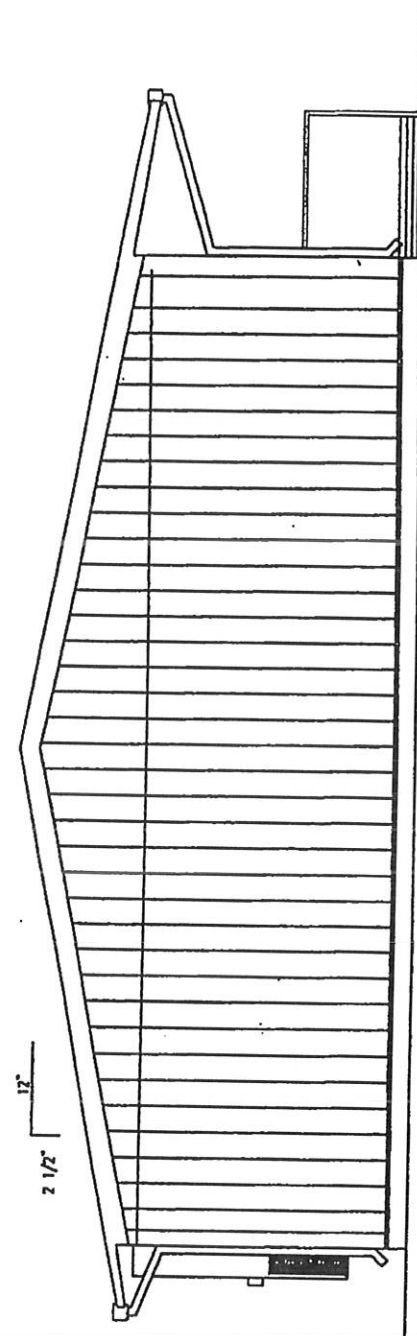
ITEM J



30 X 32 CLASSROOM	ITEM K
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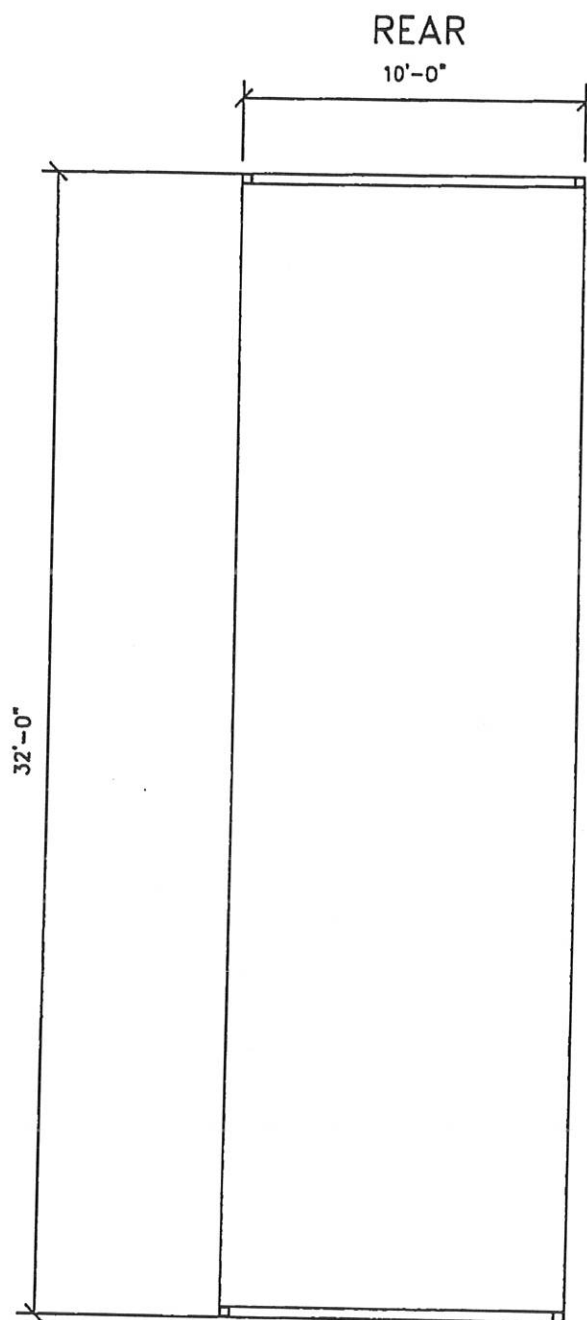
FRONT EXTERIOR ELEVATION



SIDE EXTERIOR ELEVATION

30 X 32 CLASSROOM

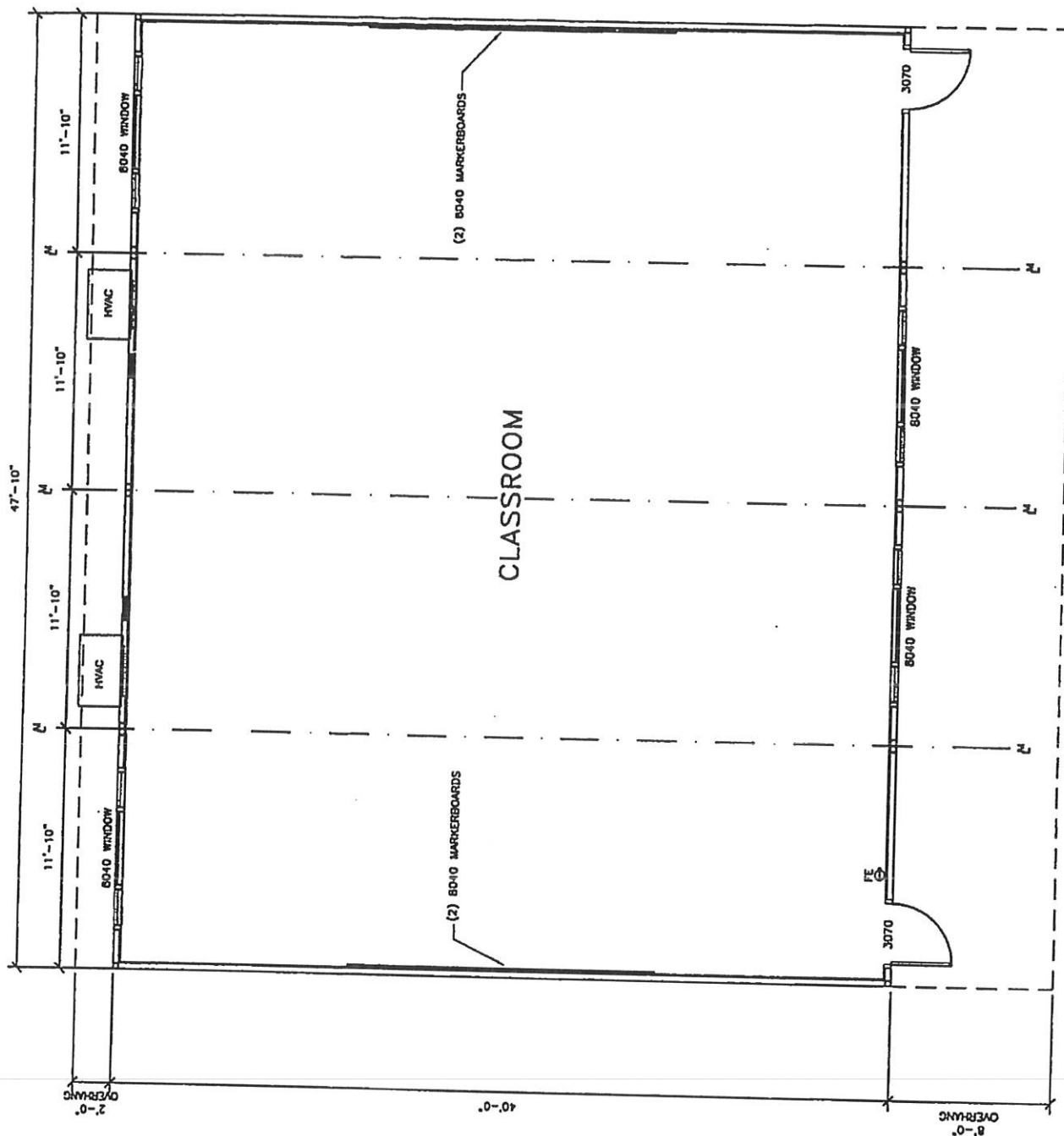
ITEM K



FRONT
FLOOR PLAN

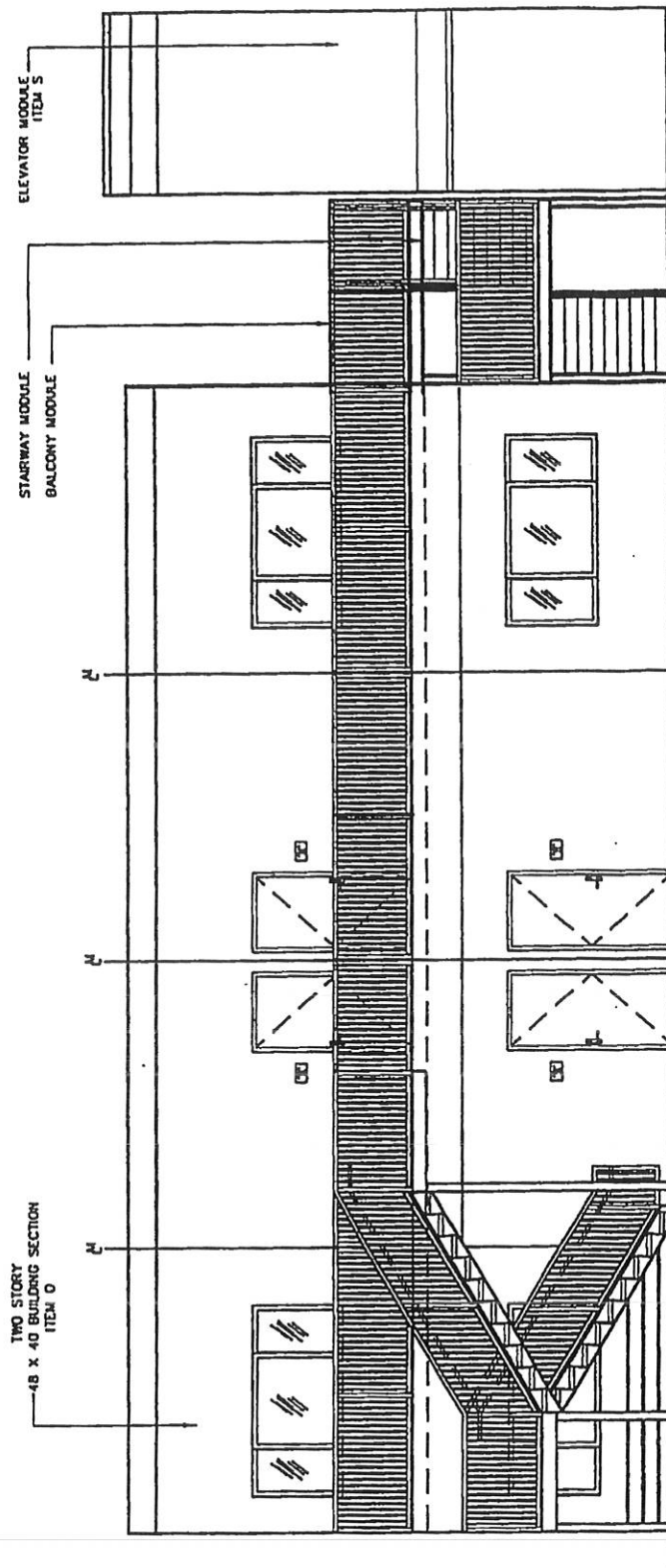
10' MODULE Additional Section-Steep Pitch

ITEM L



48 X 40 CLASSROOM Two Story

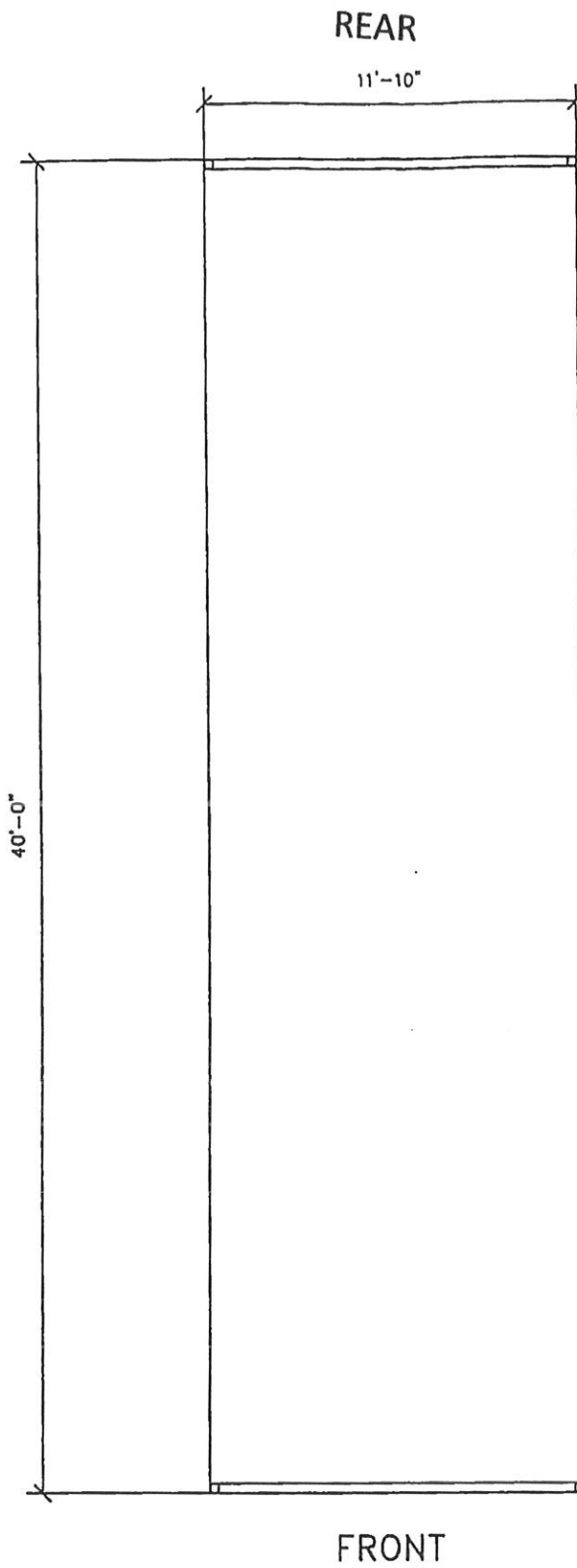
ITEM M



FRONT ELEVATION

48 X 40 CLASSROOM Two Story

ITEM M and N

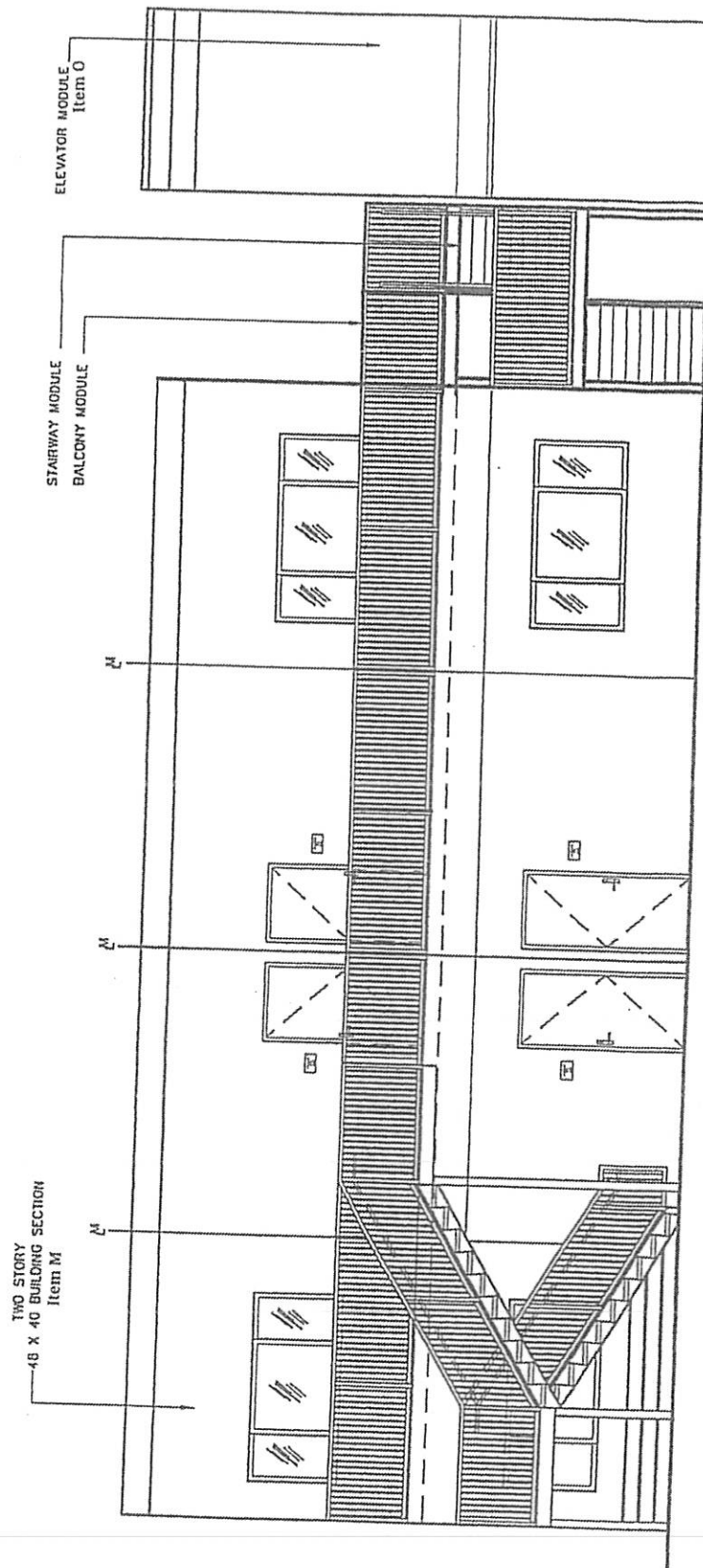


FLOOR PLAN

12 x 40 MODULE

Two Story

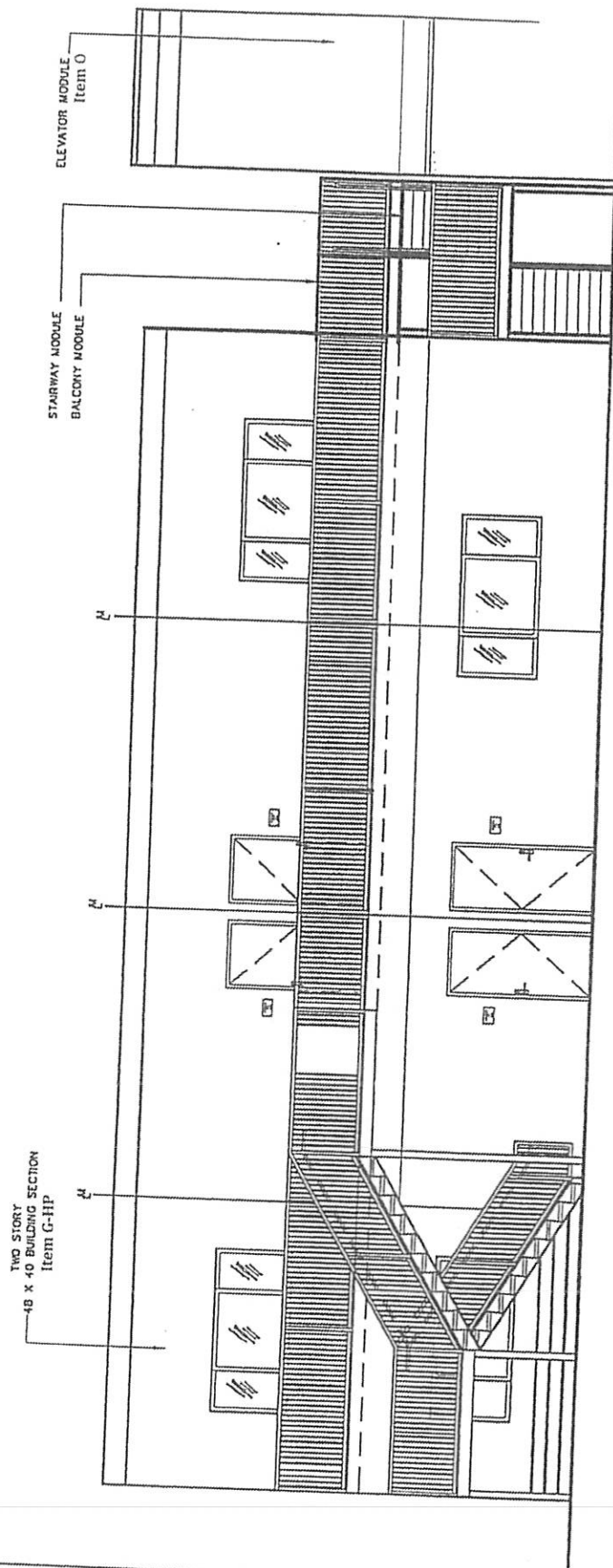
ITEM N



FRONT ELEVATION

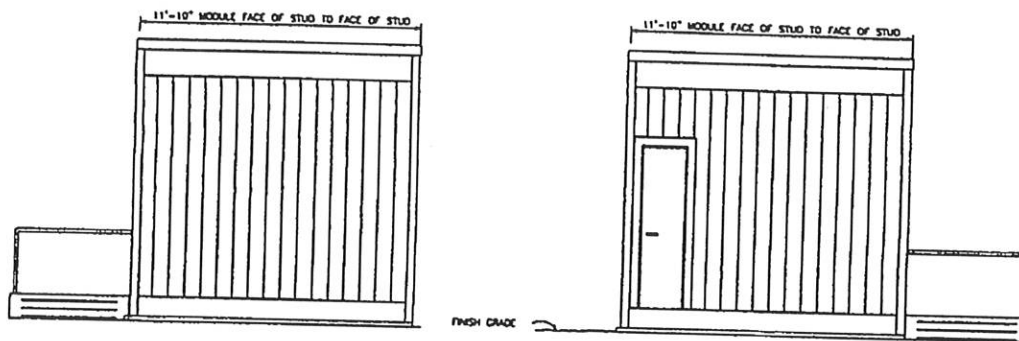
48 X 40 CLASSROOM Two Story

ITEM M & O

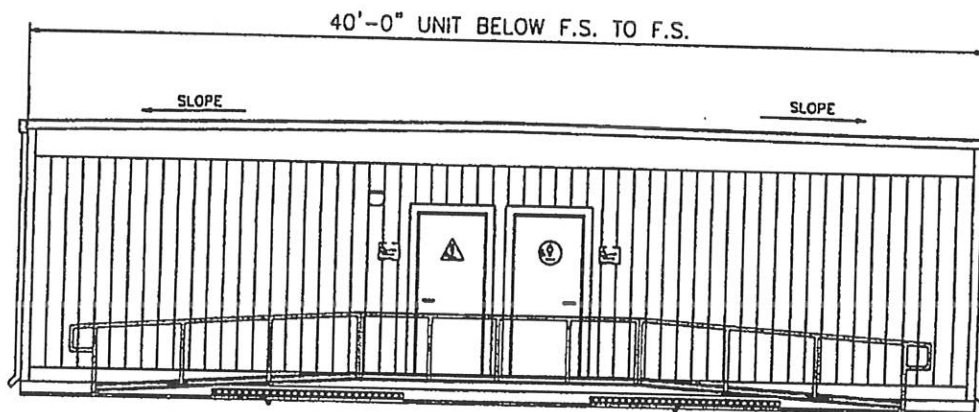


56 X 36 CLASSROOM Two Story

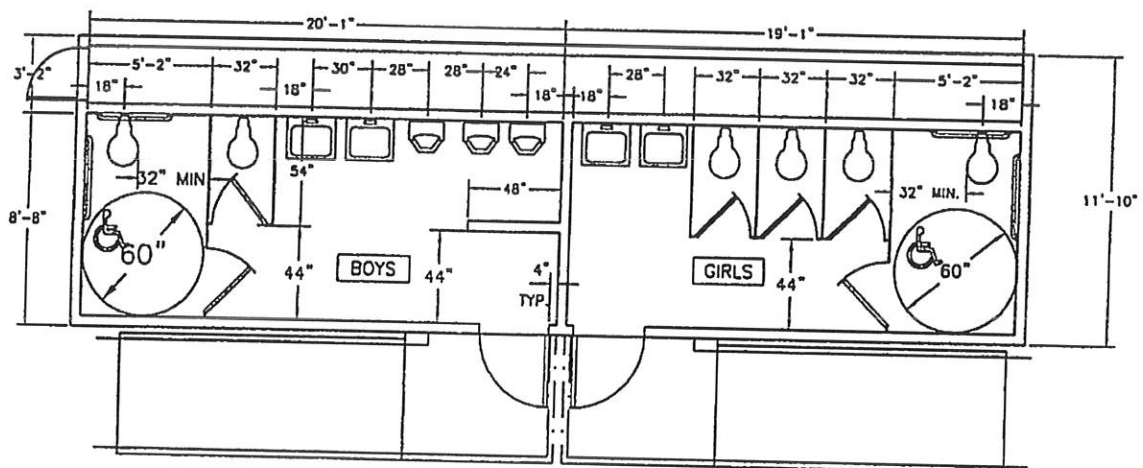
ITEM G-HP & O



END WALL ELEVATION



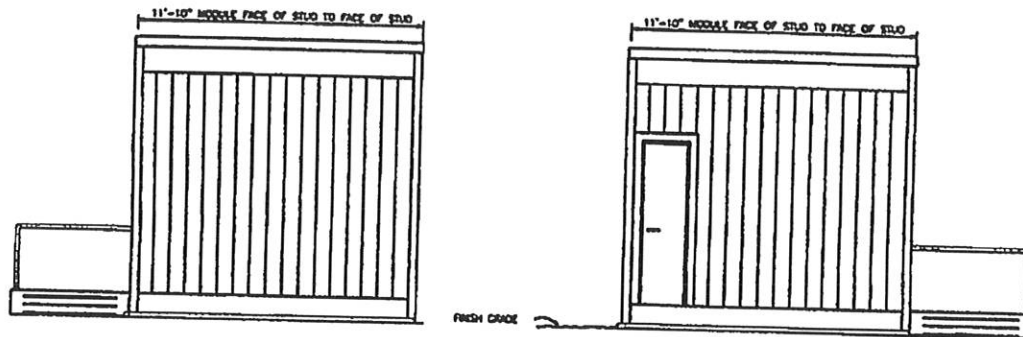
FRONT WALL ELEVATION



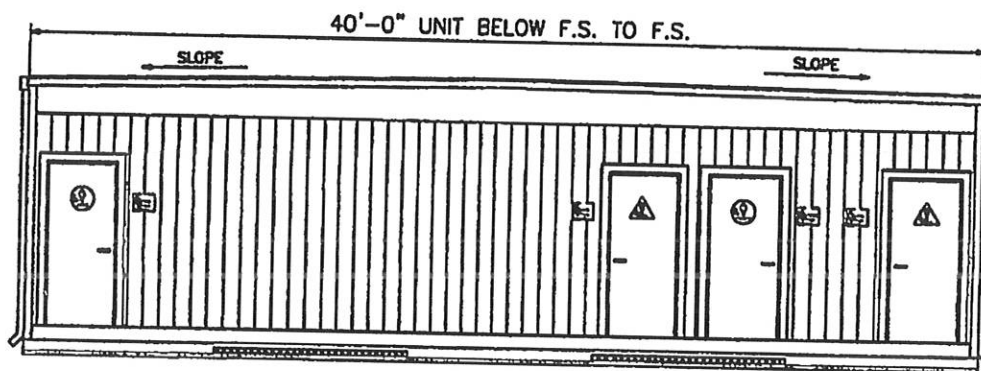
FLOOR PLAN

12 X 40 RESTROOM STUDENT

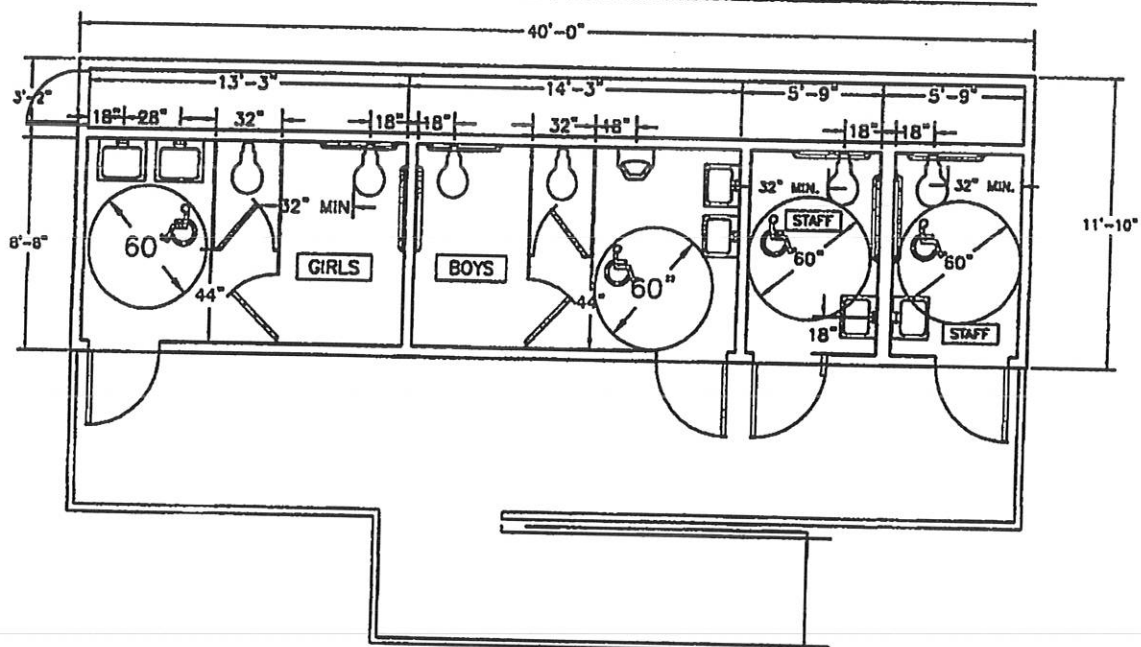
ITEM P



END WALL ELEVATION



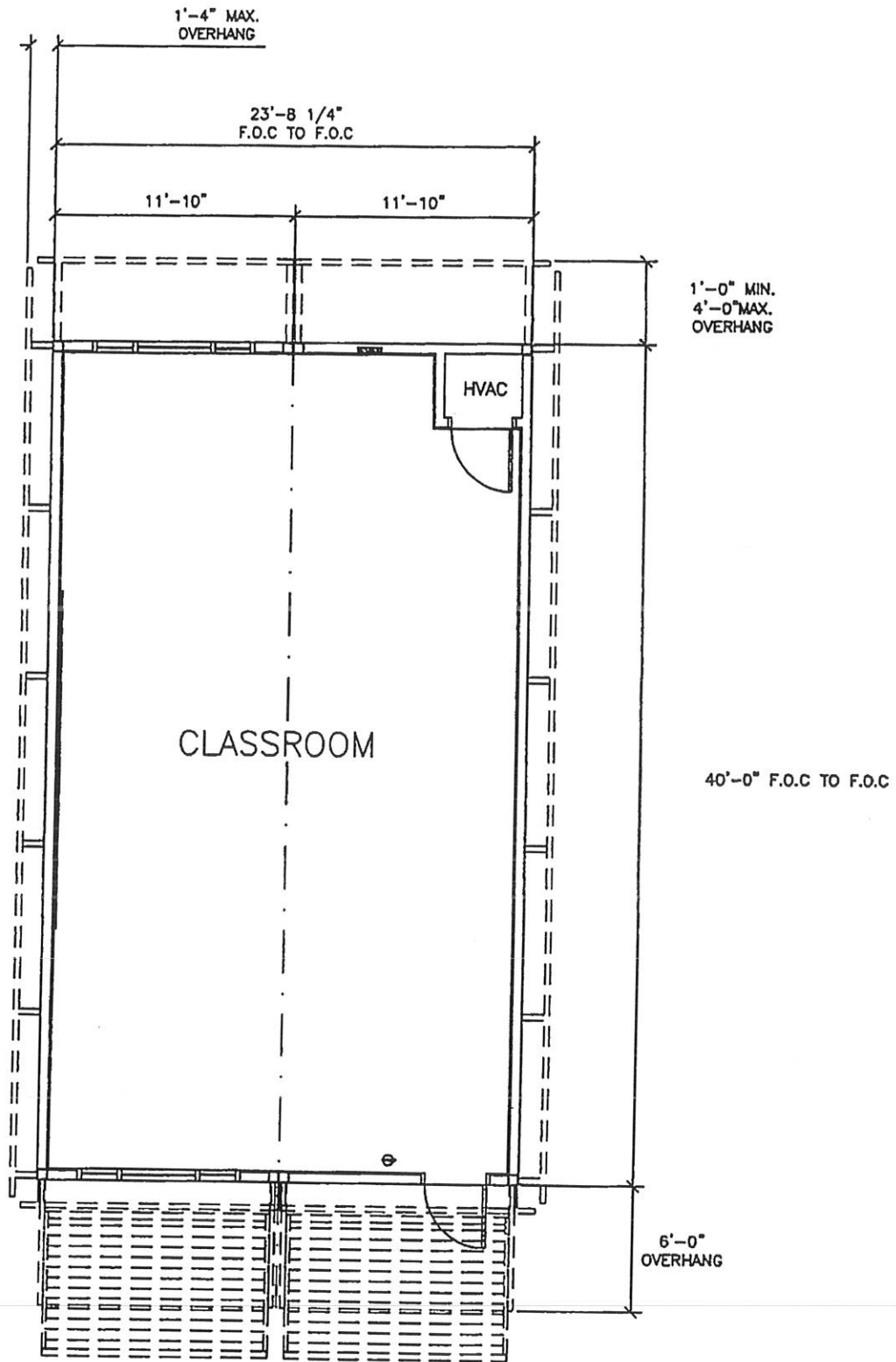
FRONT WALL ELEVATION



FLOOR PLAN

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

ITEM Q

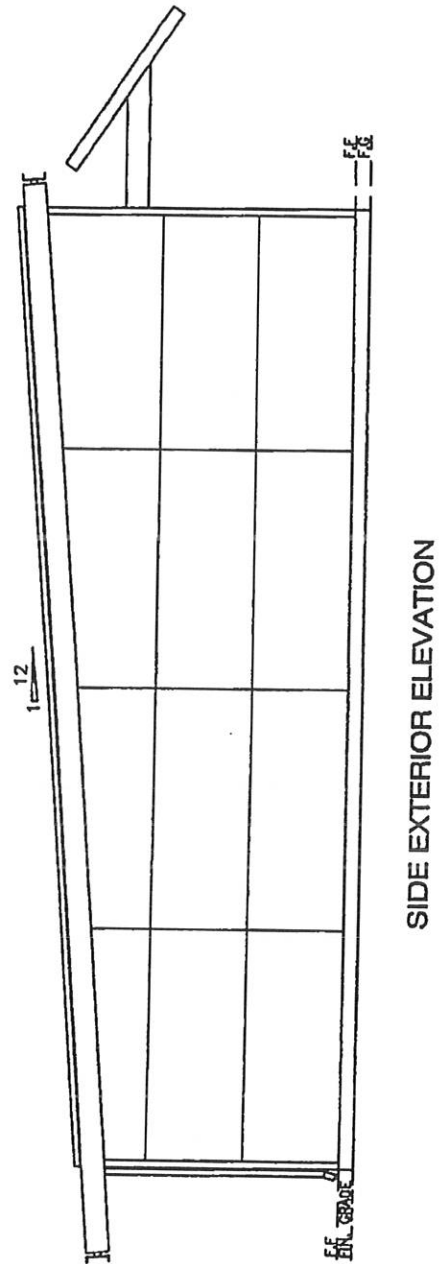
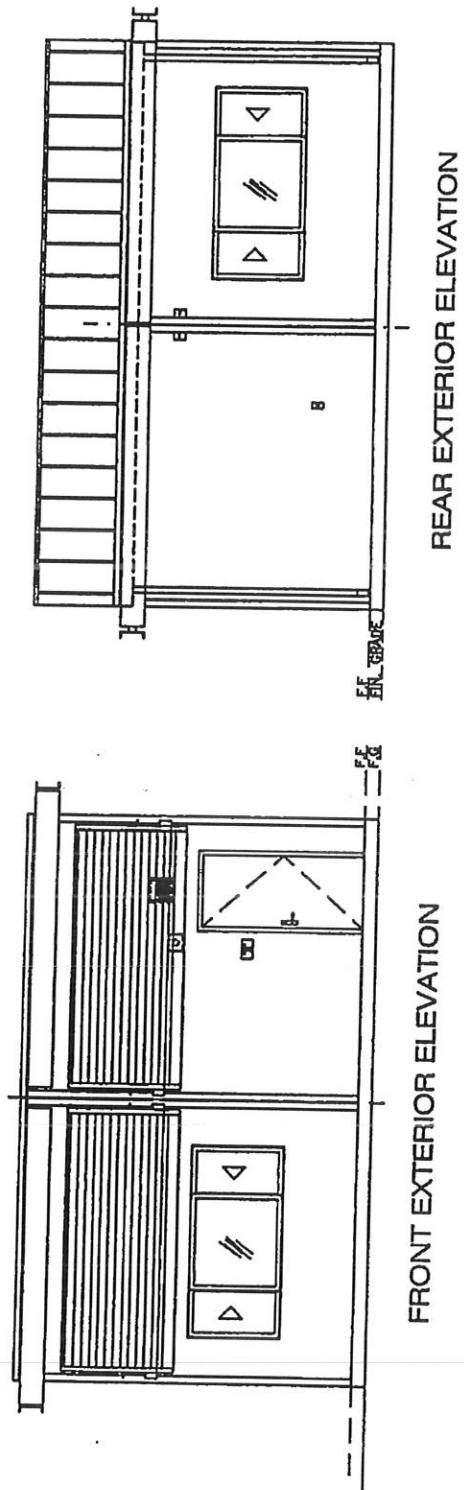


FLOOR PLAN

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

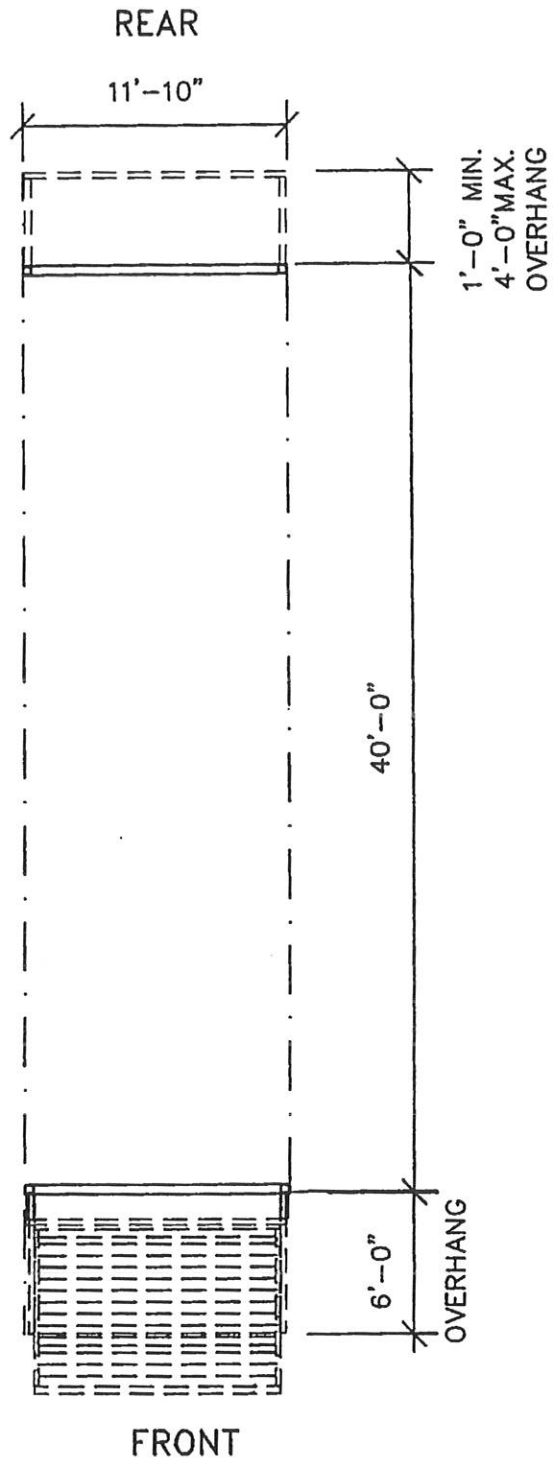
24 X 40 CLASSROOM

ITEM A-HP



24 X 40 CLASSROOM

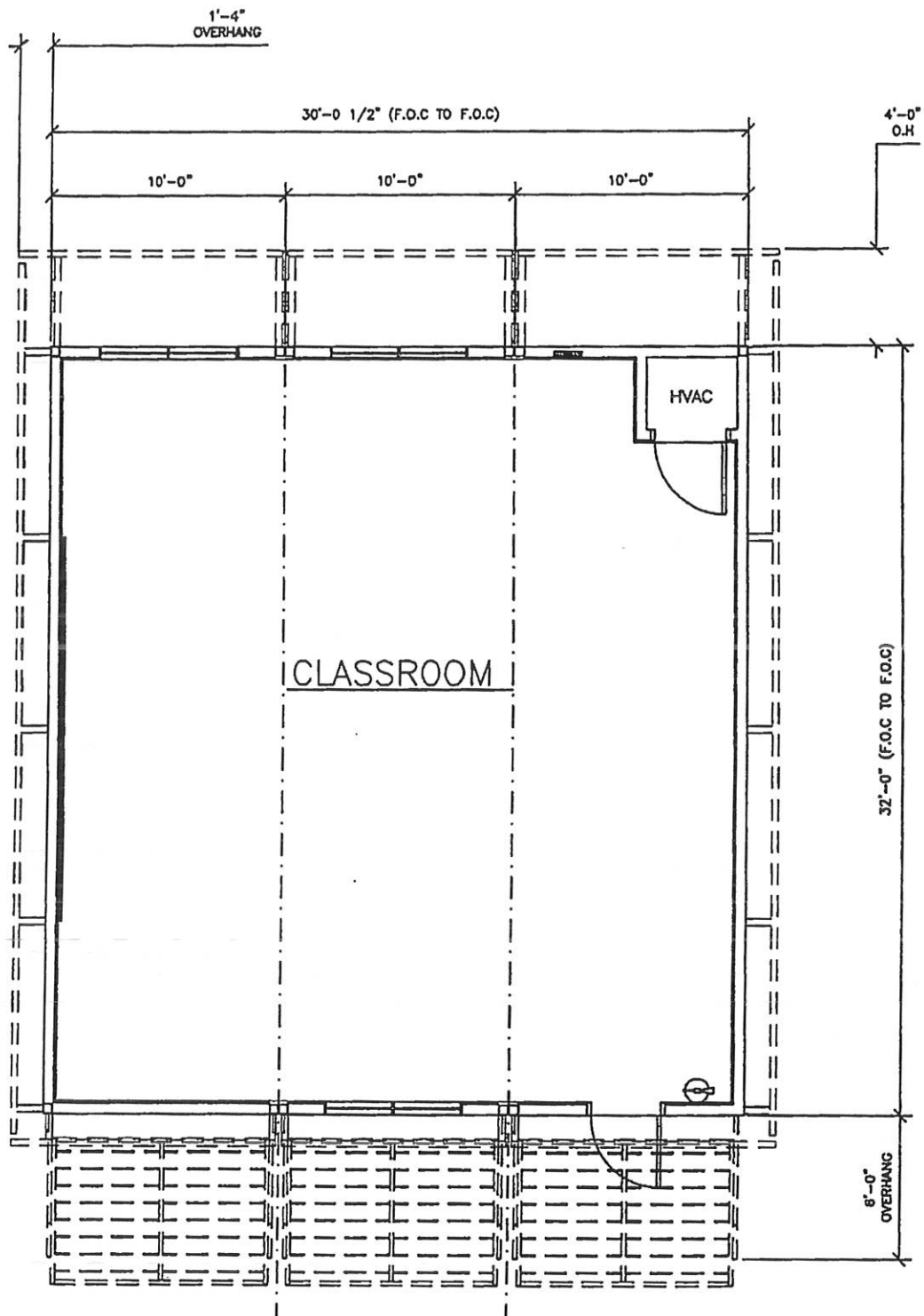
ITEM A-HP



FLOOR PLAN

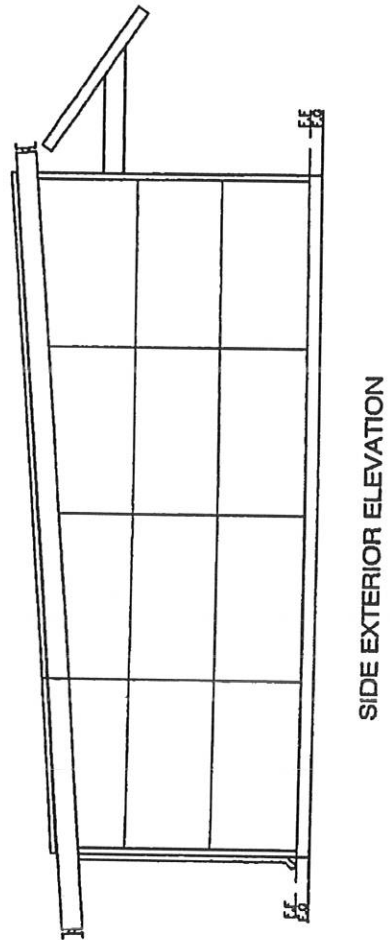
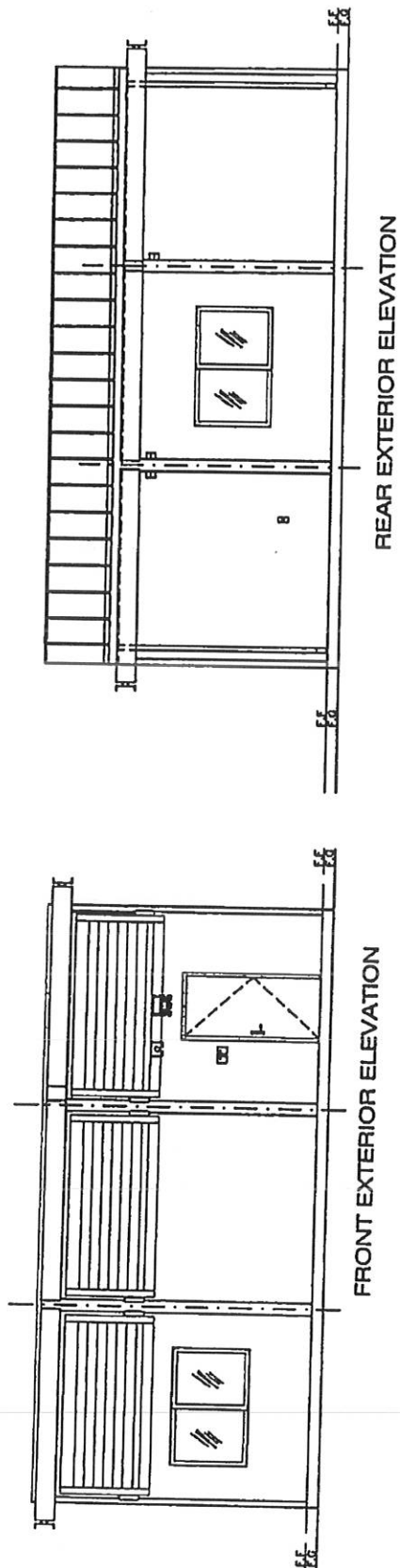
12' MODULE Additional Section

ITEM B-HP



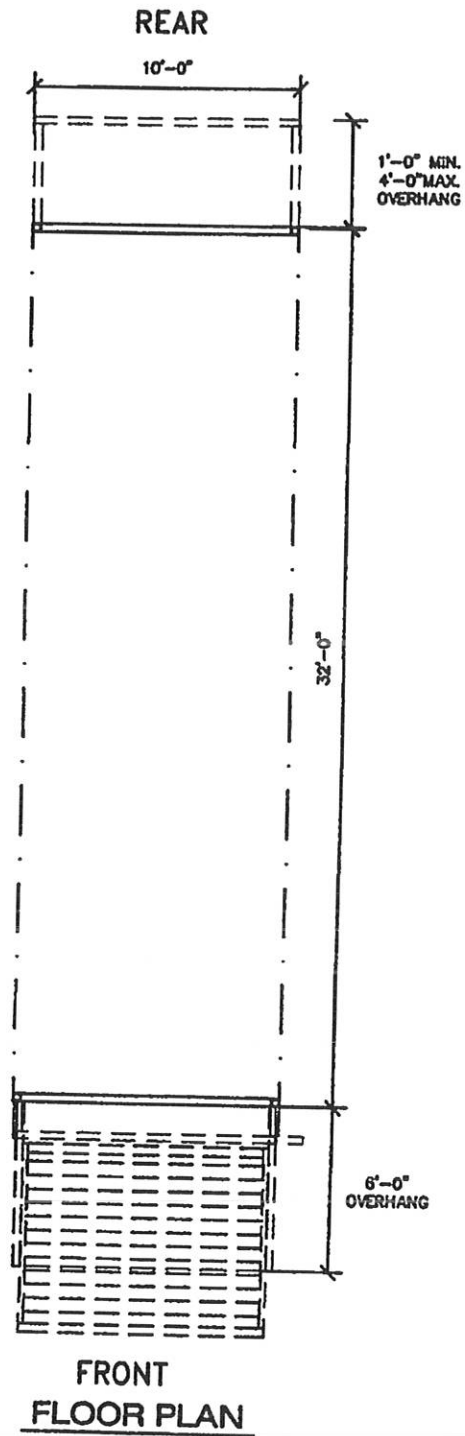
30 X 32 CLASSROOM

ITEM C-HP



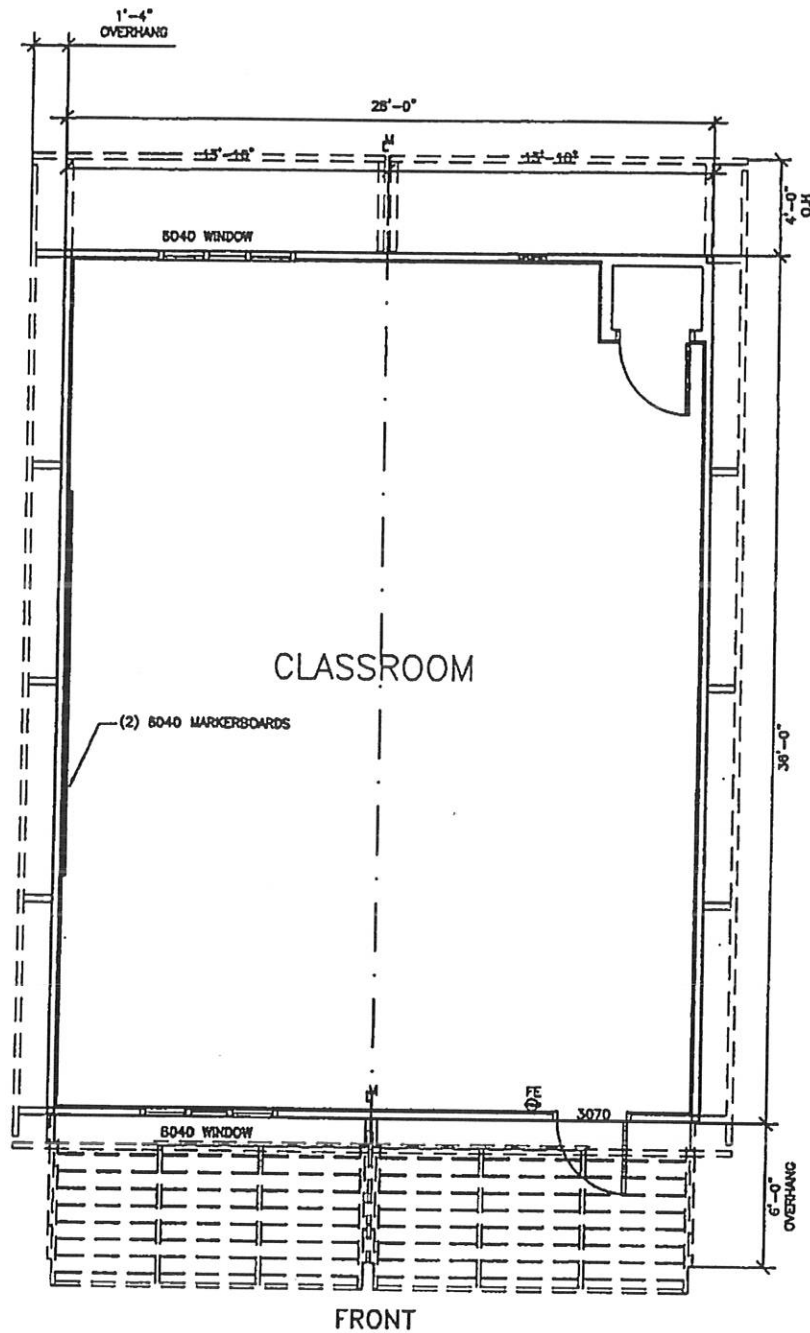
30 X 32 CLASSROOM

ITEM C-HP



10' MODULE Additional Section

ITEM D-HP

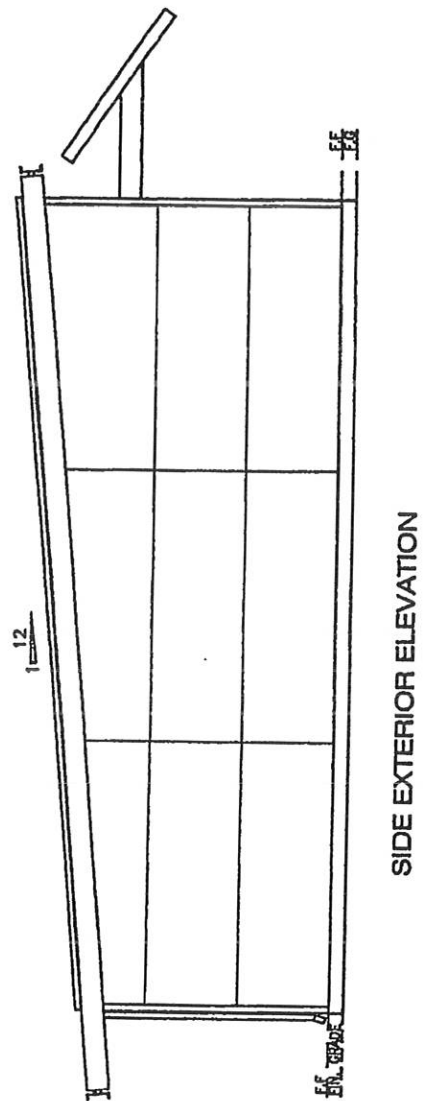
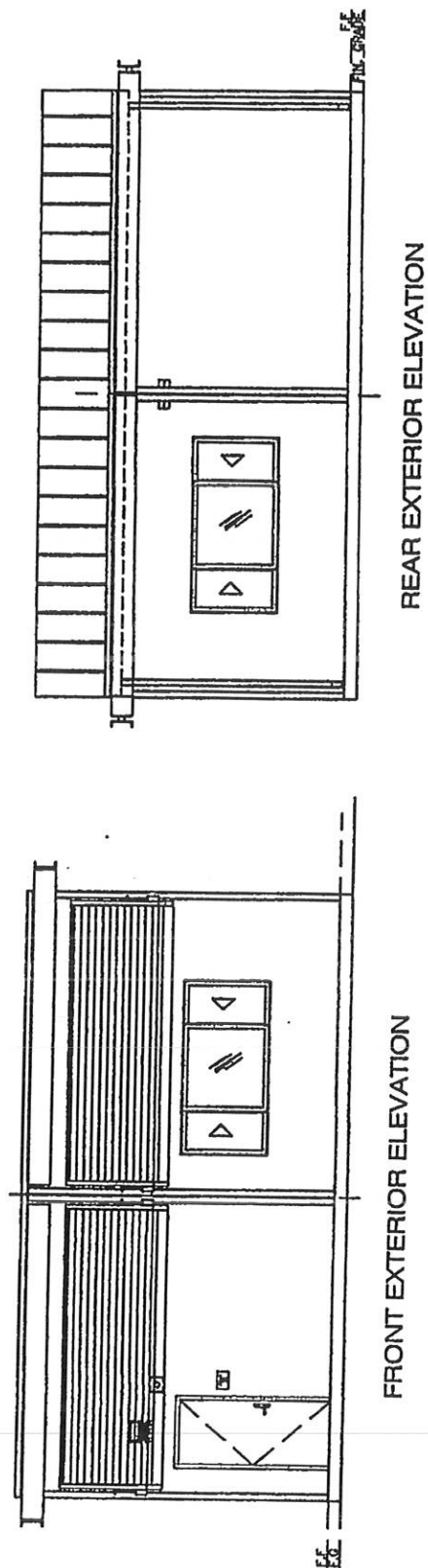


FLOOR PLAN

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

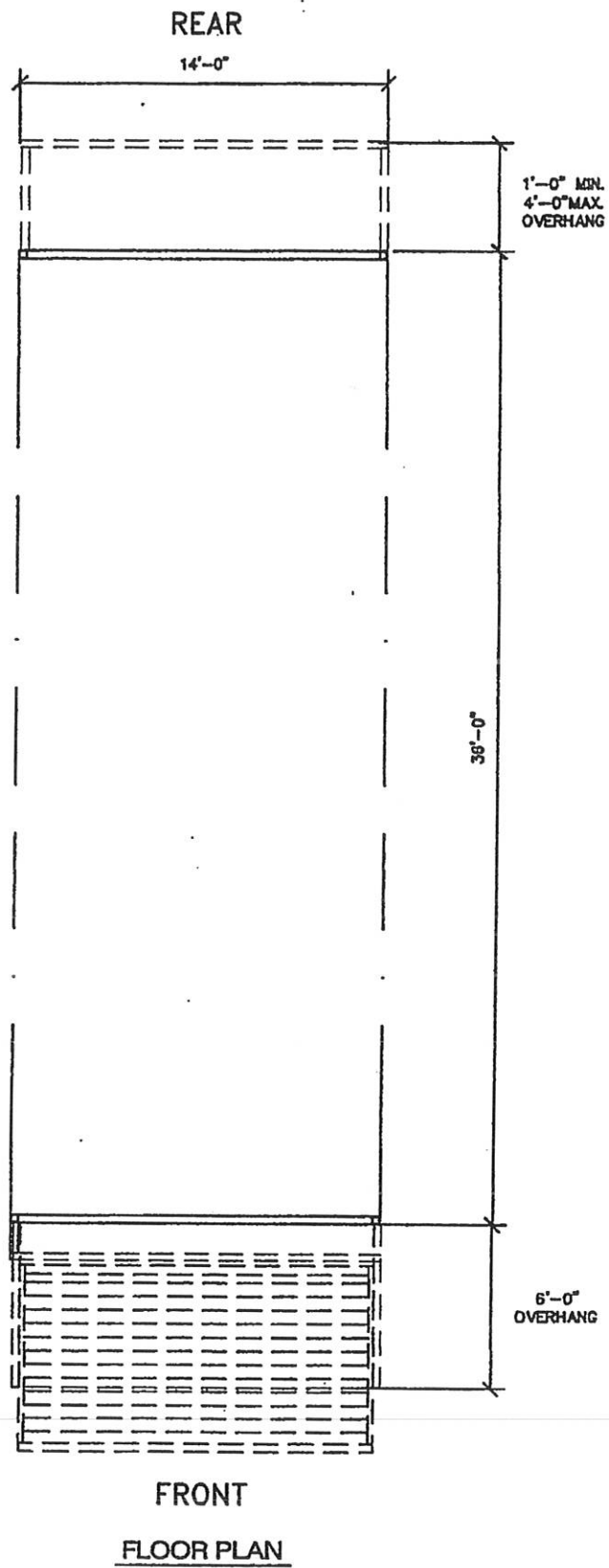
28 X 36 CLASSROOM

ITEM E-HP



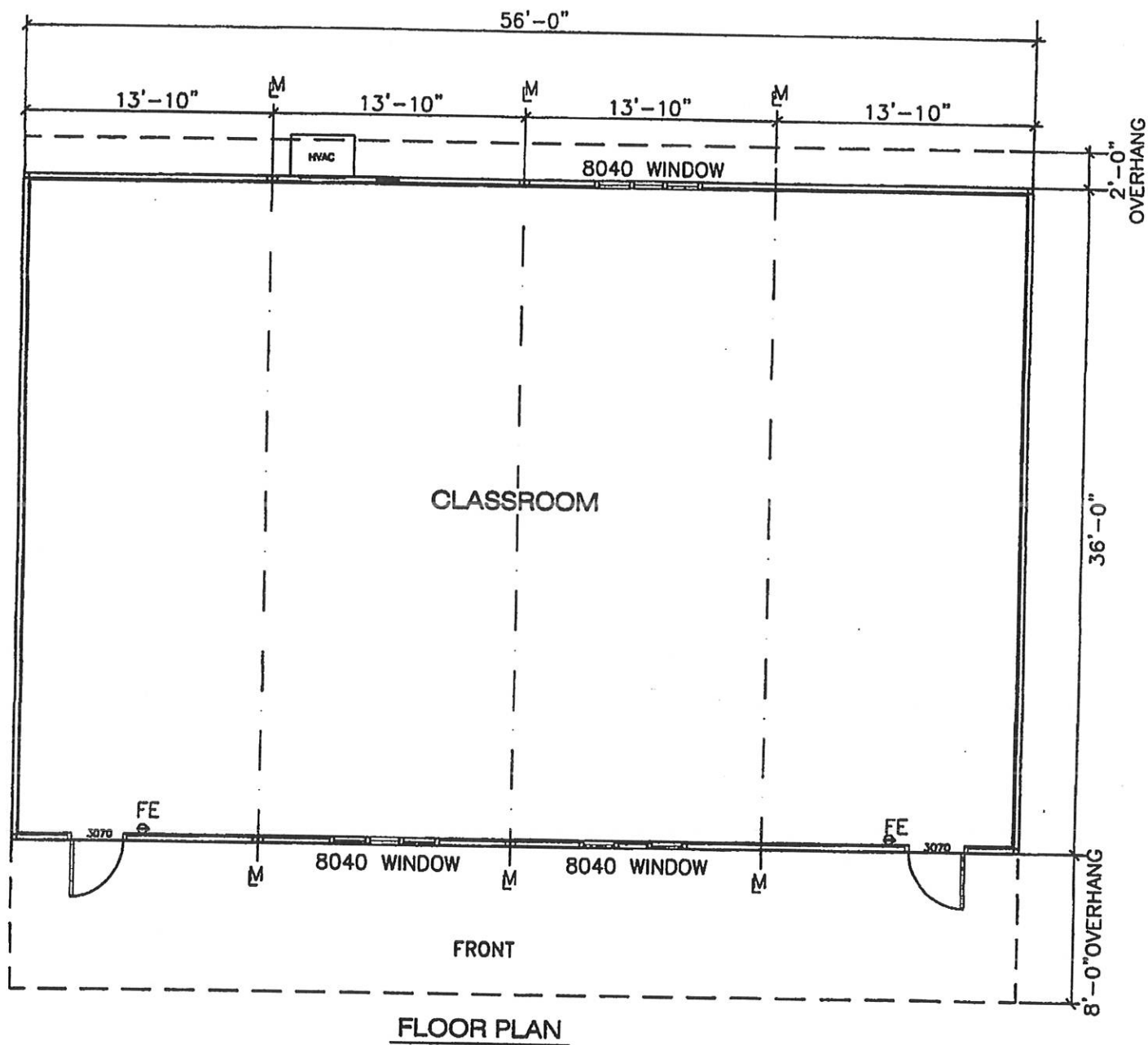
28 X 36 CLASSROOM

ITEM E-HP



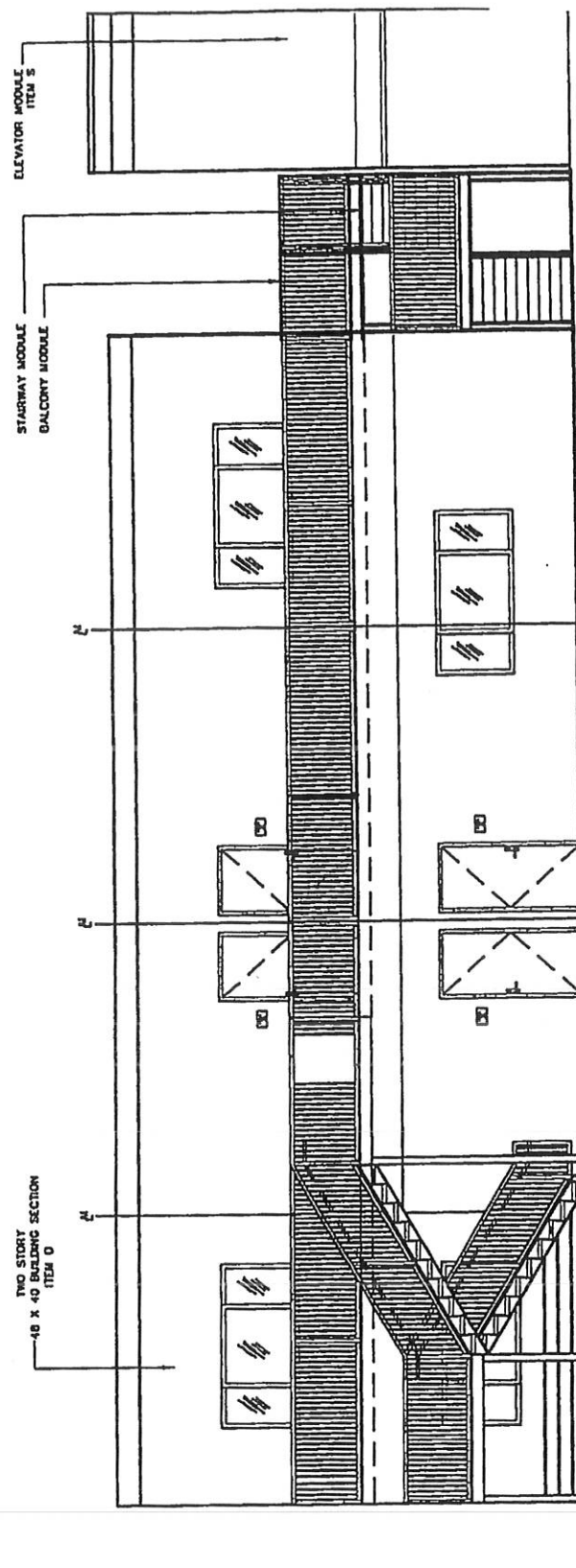
14' MODULE Additional Section

ITEM F-HP



56 X 36 CLASSROOM Two Story

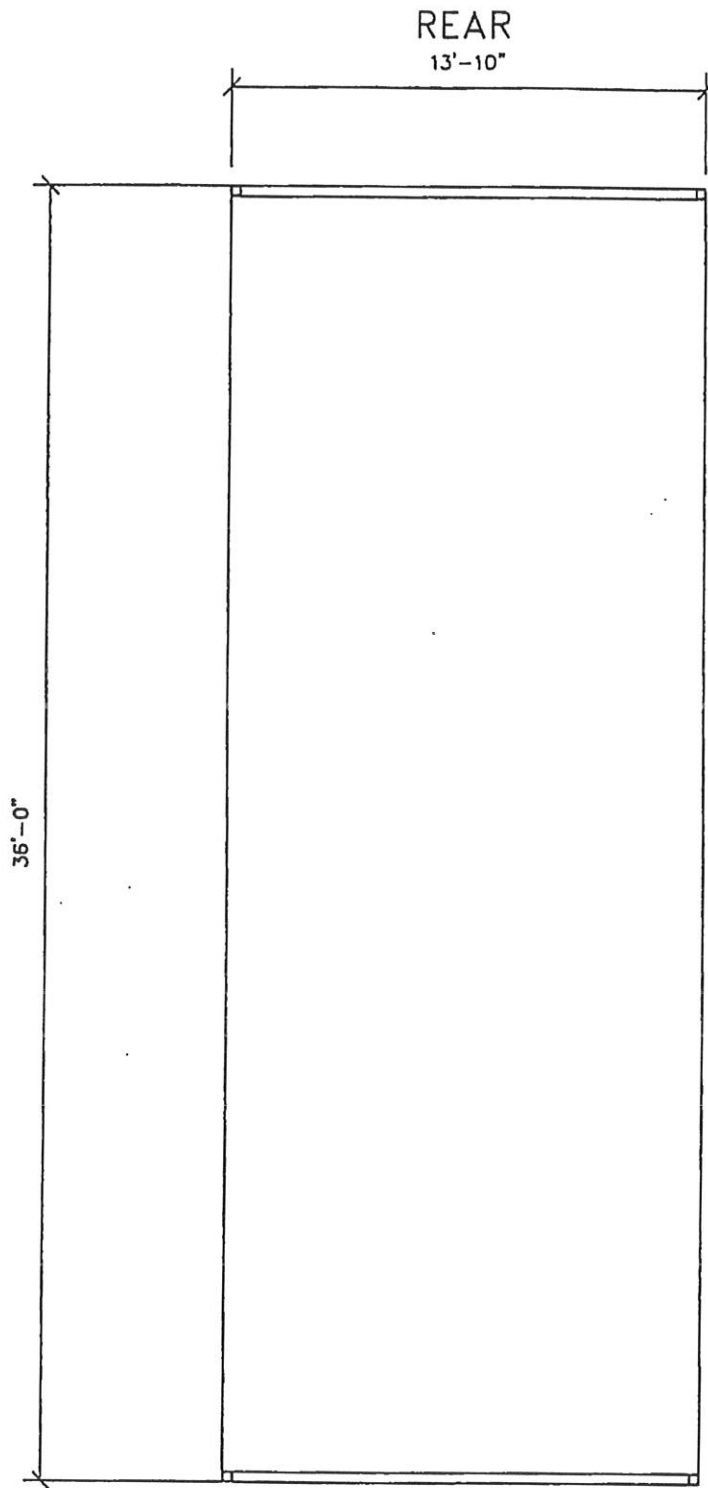
ITEM G-HP



FRONT ELEVATION

56 X 36 CLASSROOM Two Story

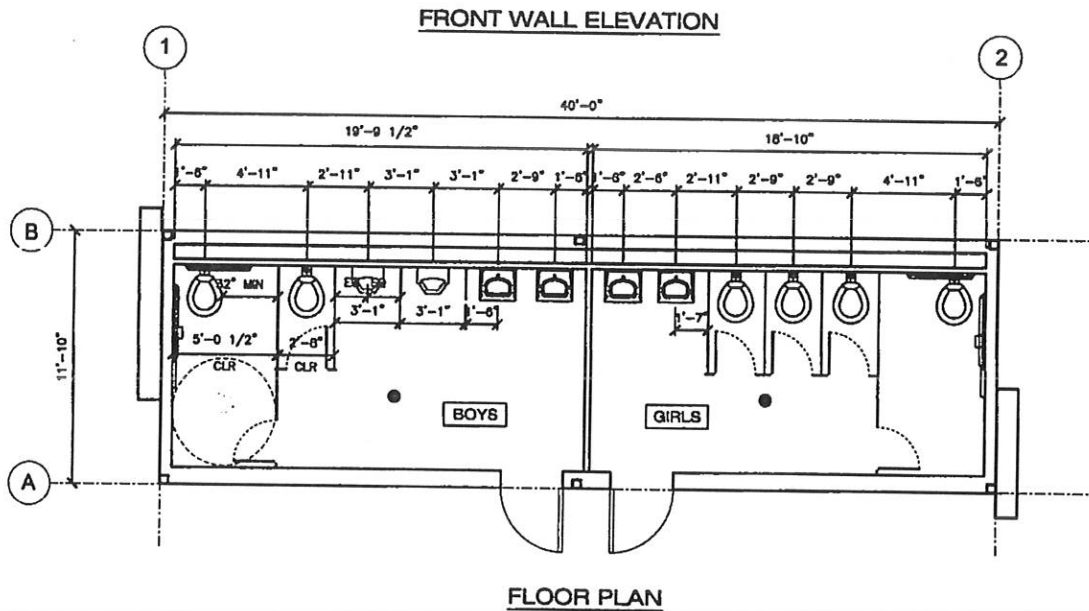
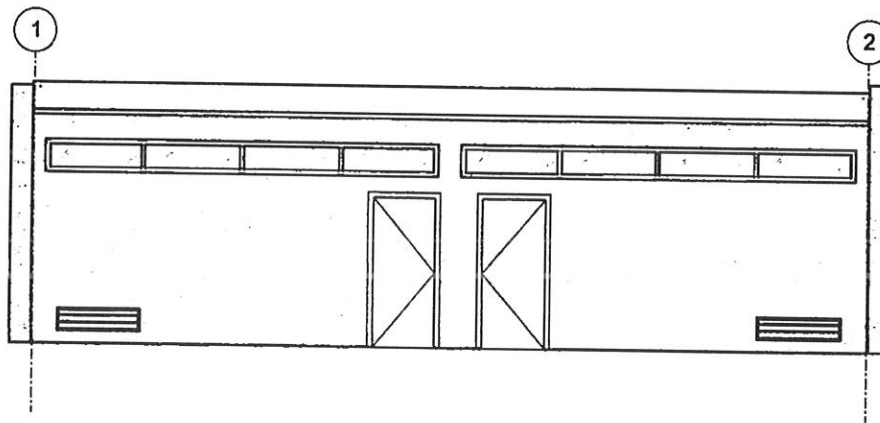
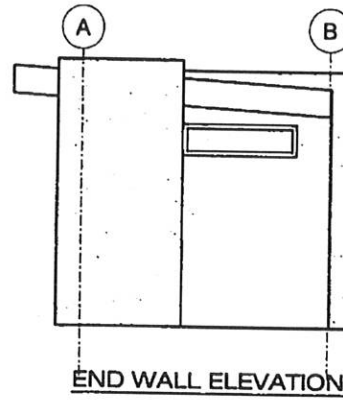
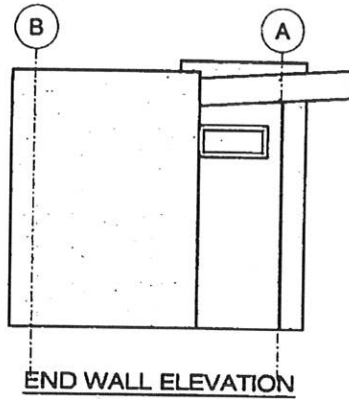
ITEM G and H-HP



FRONT

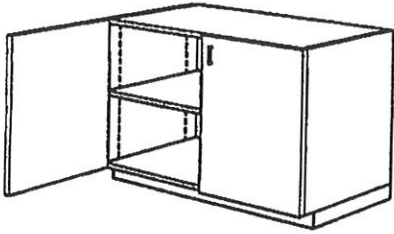
FLOOR PLAN

14 x 36 MODULE	Two Story	ITEM H-HP
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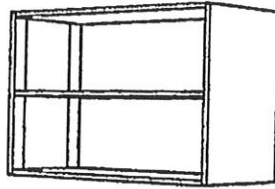


12 x 40 RESTROOM STUDENT

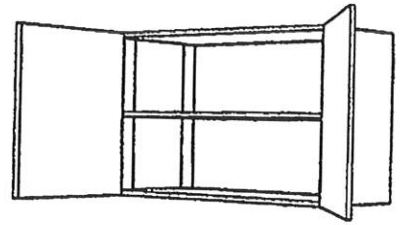
ITEM I-HP



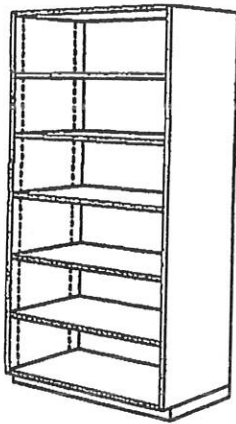
102



300



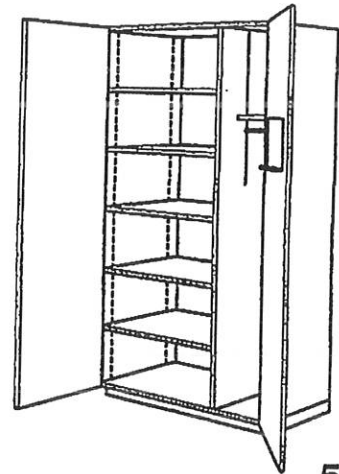
302



400



402



530

HEIGHT 42" WITH TOP



NO BACK

600

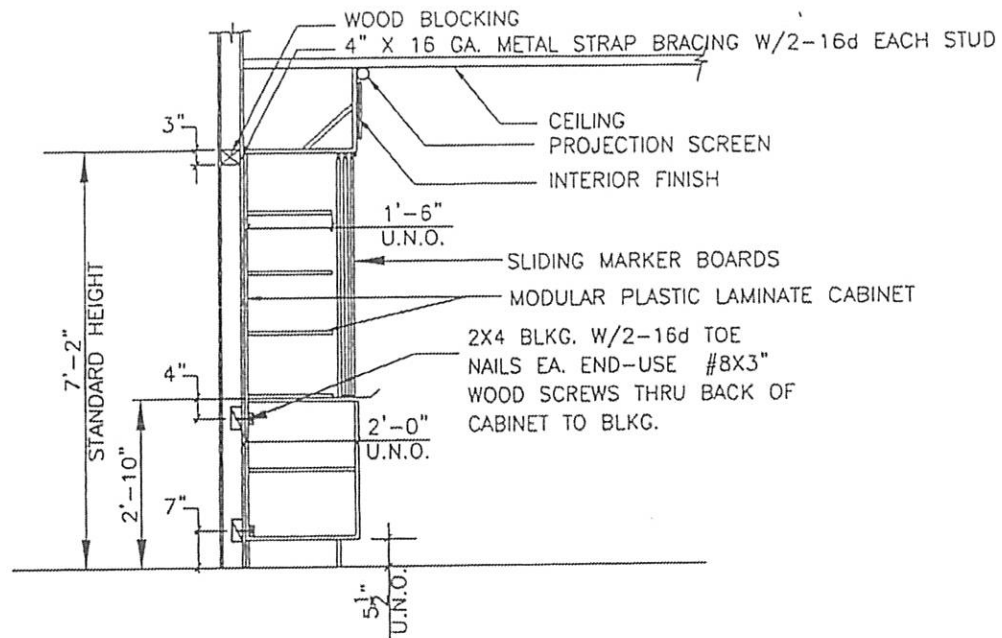
HANGING WARDROBE



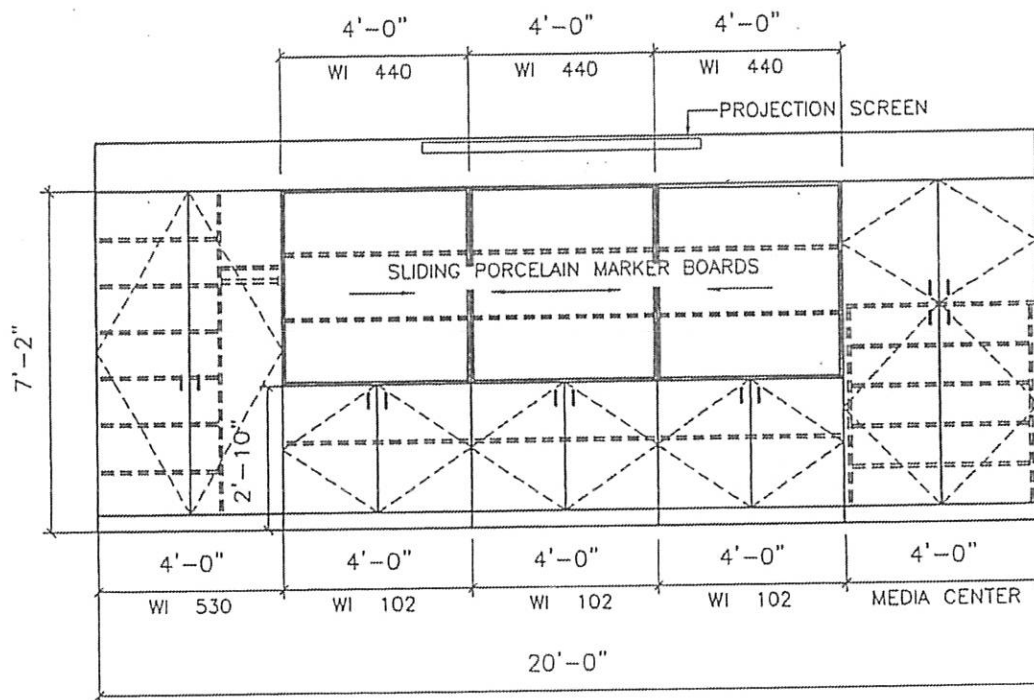
L=48, H=15, D=12

540

WI CASEWORK ADD ALT. # #95-104 & 232-241

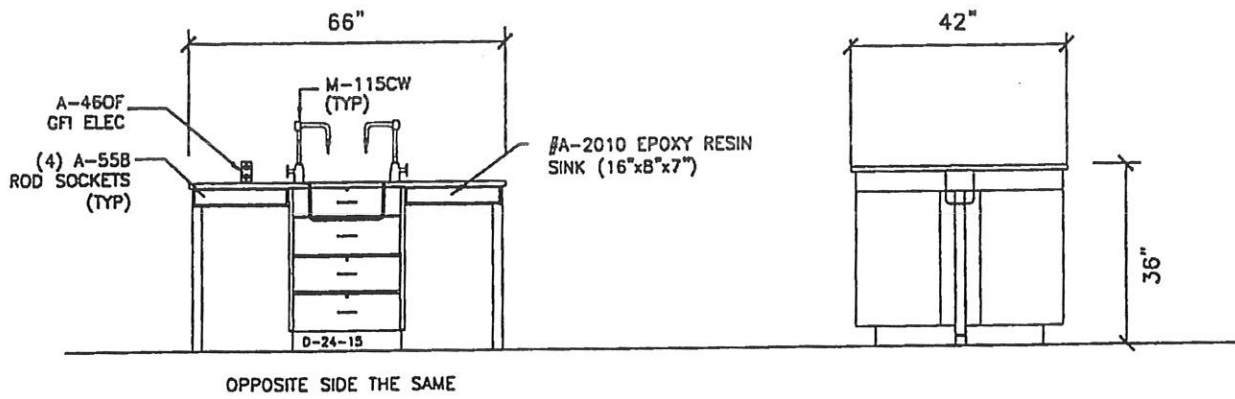
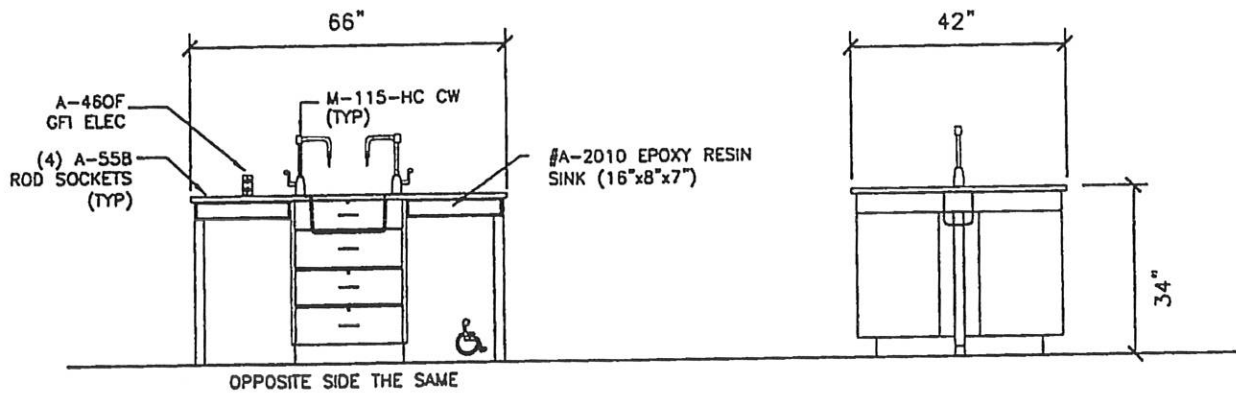


CROSS SECTION TEACHER WALL

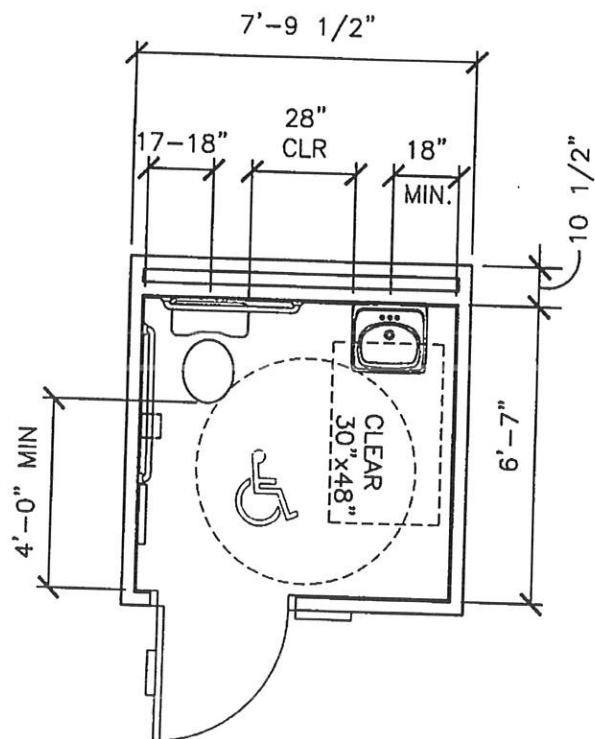


INTERIOR ELEVATION-TEACHING WALL

TEACHING WALL ADD ALT. #108 & 244



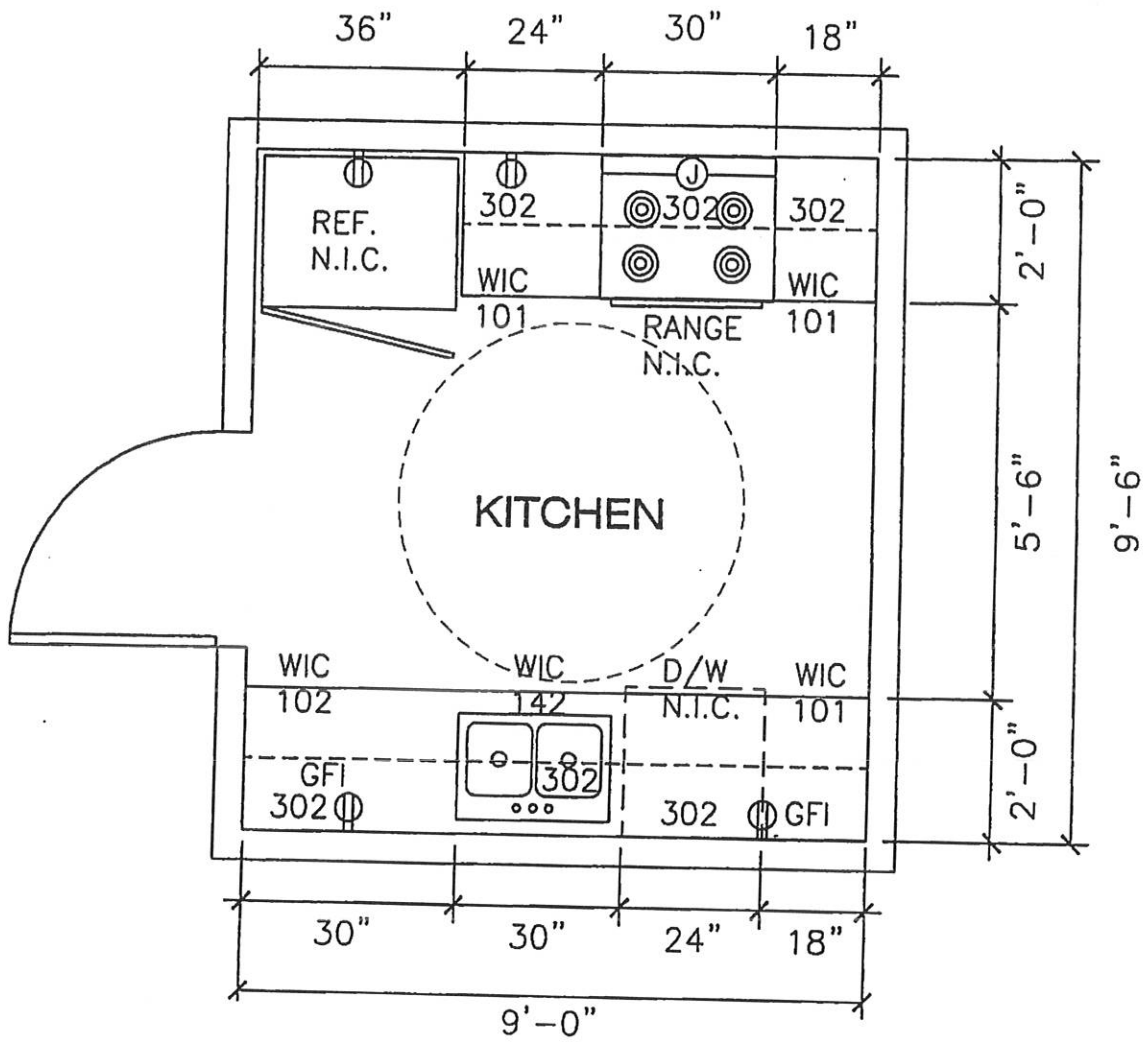
	<p>SCIENCE WORK STATION ADD. ALT. #109 & 245</p>
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FLOOR PLAN

INTERIOR UNISEX TOILET ROOM

ITEM #113



KITCHEN ADD ALT#185

PLEASE PRINT ☺

Board Meeting 10/24/18

Jason Armstrong

David Tinker

You are not required to sign but it would be appreciated if you did!