

Colusa Unified School District

REQUEST FOR PROPOSALS (RFP) RFQ#25-26.02

for

MODULAR DESIGN AND CONSTRUCTION SERVICES FOR THE

Burchfield Elementary School Project

RFP Issued: October 03, 2025

RFIs Due by 12:00 PM: October 22, 2025

Sealed Proposals Due by 2:00 PM: October 31, 2025



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NOTICE INVITING BIDS

NOTICE IS HEREBY GIVEN that sealed bids will be received by the Colusa Unified School District herein referred to as "District," at the District Office 745 10th Street Colusa CA 95932, until 2:00 o'clock, p.m., on October 31, 2025, for furnishing all labor, material, tax, transportation, equipment, and services to manufacture eight (8) proposed TK/K Modular classrooms (40' x 36'), a modular restroom, and seven (7) other proposed standard Modular Classrooms (40' x 24') including workroom/storage, student and staff toilet rooms, Custodial/IDF room and related facilities for the James M. Burchfield Primary Elementary School project in accordance with the specifications and working details and other contract documents all of which may be examined and copies obtained at/from the District website at <https://www.colusa.k12.ca.us/District-Info/Measure-C---2024-Bond/index.html>. Construction/installation of the manufactured modular buildings will be by others, under a separate contract.

Bidders shall submit bids on or before the date and time set forth above and bids shall be opened and tabulated by or on behalf of District at its offices immediately after 2:00 o'clock, p.m., on October 31, 2025.

Bids must be from an appropriately licensed contractor, must be sealed and accompanied by a cashier's check, or bid bond made payable to the District in the sum of not less than ten percent (10%) of the amount of the bid. By submitting a bid on the above-referenced project, bidder acknowledges and agrees that in the event bidder is the "successful bidder" but is unable to or refuses to execute a contract for the work, that actual damages to District will be impractical or extremely difficult to fix and therefore, bidder agrees that the sum of not less than ten (10%) percent of the amount of the bid is a reasonable estimate of damages and should the successful bidder fail to or refuse to enter into a written contract within ten (10) days after being requested to do so, the bid bond shall be forfeited to District as the stipulated amount of liquidated damages and not as a penalty. Interested bidders must be appropriately licensed.

The bid opening and hand delivery of bids on the day of the bid opening shall take place and be made at the District Offices of the Colusa Unified School District, 745 10th Street, Colusa, CA 95932.

Mailed bids must be received by the district prior to the time and date of the bid opening and shall be addressed to the District Office of the Colusa Unified School District, 745 10th Street, Colusa CA 95932, Attention: Chief Business Official.

Bidders are hereby notified that contractors that manufacture modular buildings at the contractor's permanent off-site facility may be exempt from prevailing wage requirements and bidders should consult with their counsel or the Director of Industrial Relations to determine if the bidder is exempt from prevailing wage laws.

In accordance with California Civil Code Section 9550, a payment bond is required for a public works contract involving expenditure of more than twenty-five thousand dollars

(\$25,000). The successful bidder will be required to post a performance bond and payment bond to accompany contract in forms specified by the district, in 100% of the amount of the awarded contract.

At the request and expense of the successful bidder, securities equivalent to the amount withheld from progress payments (i.e., retention) may be deposited with the District, or with a state or federally chartered bank as the escrow agent (the successful bidder shall bear all costs of escrow) and the District shall pay monies which would otherwise be retained to the successful bidder. The form of escrow agreement and securities eligible for investment pursuant to this option shall be governed by Public Contracts Code Section 22300 and Government Code Section 16430.

Bidders shall be required to complete, and file with District, a Statement of Experience, which if required by District, shall be submitted on the form provided by District and may include information regarding the bidder's previous experience on similar projects, experience on public works projects, history of performance and references. If a Statement of Experience is required by District, failure to complete any item identified on the Statement of Experience may render the bidder's subsequent bid non-responsive and may result in the rejection of bidder's bid.

Bids shall be made upon the form provided by the District or Architect and shall be properly completed with all items filled out; numbers shall be in writing and figures; the signatures of all persons signing shall be in longhand. No bidder may withdraw his/her bid, including Bids for Additive/Deductive Alternates, if any, for a period of sixty (60) days after the time set for the opening of bids, and the Board of Trustees will act to accept or reject bids within that period of time.

Requests for Information (RFIs) about the project specifications and/or working details are to be submitted by 12:00 o'clock p.m. on October 22, 2025. RFI's are to be emailed to the following three (3) contacts: Scott Lantsberger (slantsberger@colusa.k12.ca.us), 'Michele Gargano' micheleg@studiow-architects.com, and Craig Prestininzi craigp@studiow-architects.com. RFIs will be answered and posted to the District's website, <https://www.colusa.k12.ca.us/District-Info/Measure-C---2024-Bond/index.html>, no later than October 27, 2025 at 12:00 o'clock p.m.

The Board reserves the right to reject any or all bids and further reserves the right to waive any informality or irregularity in the bids.

INSTRUCTIONS TO BIDDERS

To be considered, Proposals/Bids must be made in accordance with the following instructions:

1. Proposals/Bids

- A. Bids must be made on the form included in these bid documents. All items on the form shall be filled out, numbers shall be stated in writing and in figures, and the signatures of all individuals shall be in long hand. When requested by the district, satisfactory evidence of the authority of the person signing on behalf of the company shall be furnished. A party's failure to properly sign required forms may result in rejection of the Bid. Each Bid must give the full name and business address of the proposing party. The modular building manufacturers must provide a 2-part fee:
 - 1. Fee for engineered plans stamped by a State of California licensed Architect/engineer, plus responding to DSA comments and gaining DSA approval of these plans (90% fee due upon receipt of 100% complete plans; 10% of fee due upon DSA approval). The modular building manufacturer will provide modular building plans, floor plans, sections, RCP, roof plan, schedules, and details, structural plans, including foundation design, plumbing plans HVAC plans, electrical plans, to include power, lighting and data and fire sprinkler plans, including fire riser. The architect will provide low-voltage plans: fire alarms, telecommunications, paging, clock-bell, A-V assistive listening, security and ground rod.
 - 2. Modular Building Price (fabrication and installation): state whether the modular building foundation installation is within this price and state whether the exterior covered walks are within this price.
- B. No telegraphic or telephone Bid or modifications to the form will be considered. Bids shall not contain any recapitulation of the work to be done, and alternative Bids will not be considered unless called for.
- C. Should a bidder find a discrepancy in, or omissions from the documents, or should he/she be in doubt as to any meaning, he/she shall immediately notify the District, who will send written instructions to all bidders. The district will not be responsible for giving any oral instructions. All inquiries will be answered in writing and distributed to all bidders in the form of addenda to the contract prior to the opening bid date.
- D. All addenda or bulletins issued during the bidding period shall be included in the Bid and will become a part of the contract for the project.
- E. Pursuant to provisions of Section 4100 et seq. of the Public Contract Code, every bidder shall in his/her bid set forth:

- a. The name and location of the place of business of each subcontractor who will perform work or labor or render service to the bidder in or about the work in an amount in excess of one-half of one percent of the bidder's total work.
- b. The portion of the work that will be done by each subcontractor. If the bidder fails to specify a subcontractor for any portion of the work to be performed under the contract in excess of one-half of one percent of the bidder's total bid, he/she agrees to perform that portion himself/herself. The successful bidder shall not, without the consent of the District, either:
 - i. Permit any subcontract to be assigned or transferred or allow the work to be performed by anyone other than the original subcontractor listed in the bid.
 - ii. Other than in the performance of a change order, sub-let or subcontract any portion of the work in excess of one-half of one percent of the total bid as to which his/her original bid did not designate a subcontractor.

NOTICE: Bidders shall be required to complete the Statement of Experience and, for each proposed subcontractor, require completion of the Statement of Experience Form included in the Bid Package. Bidders Statement of Experience forms shall be submitted concurrently with submission of bids in accordance with the Notice Inviting Bids. A bidder who is notified that that he/she/it is apparent low-bidder may be required, within forty-eight (48) hours of being notified by the District that he/she/it is the apparent low bidder, submit the Statement of Experience Form(s) for all listed subcontractors. Failure to timely submit a Subcontractor Statement of Experience forms may result in the rejection of a bid.

- c. Bids must be accompanied by a cashier's check, or bid bond, for an amount not less than ten percent (10%) of the bid, made payable to the order of the District. A bid bond shall be secured from a surety company satisfactory to the District. The check or bond shall be given as a guarantee that the bidder will enter into a contract if awarded the work. If the successful bidder refuses to enter into a contract within ten (10) days after being requested to do so, the bond or check shall be forfeited to the district as the stipulated amount of liquidated damages and not as a penalty.
- d. Bids must include all applicable taxes in the Bid amount. The bidder is solely responsible for all taxes.

2. Deadline for Receipt of Bids

Bids must be submitted in a sealed opaque envelope clearly marked "Burchfield Primary Elementary School Modular Building Bid" and must be received by the Colusa Unified School District, 745 10th Street, Colusa CA 95670, by 2:00 o'clock p.m. on October 31, 2025. Bids received after the time may not be considered.

3. Award or Rejection of Bids/Alternates

The Contract, if awarded, will be awarded to the lowest responsible bidder. The lowest responsible bidder shall be determined based on the lowest base bid, excluding consideration of the prices on the additive or deductive items that is in compliance with these instructions and the advertised Notice Inviting Bids or in a manner that prevents

information that would identify bidders from being revealed to the public entity before ranking of bidders from lowest to highest, including consideration of the prices on the additive or deductive items. The competency and the responsibility of bidders and of their proposed subcontractors will be considered in making the award of the Contract. Any bidder before being awarded a contract may be required to furnish evidence satisfactory to District that he/she and his/her proposed contractors have sufficient means and experience in the type of work called for and to assure completion of the contract in a satisfactory manner.

The District reserves the right to reject the bid of any bidder based on non-responsibility and/or who has previously failed to perform properly on contracts with the District. The District reserves the right to reject any or all bids or alternates and waive any informality or irregularity in the bids or in the bidding.

4. Verification of Low Bidder

Once the District has determined which contractor is the apparent low bidder and is deemed to be responsible, the District shall notify the apparent low bidder and request that the apparent low bidder confirm his/her/its bid, in writing, to the District within forty-eight (48) hours of being notified by the District that he/she/it is the apparent low bidder. Failure of the apparent low bidder to timely confirm his/her/its bid may result in the District finding the apparent low bidder's bid non-responsive.

5. Bonds

The successful bidder shall furnish a Faithful Performance Bond and payment bond in the form set forth in the contract documents and included herewith.

6. Execution of Contract

The successful bidder shall, within ten (10) calendar days of receiving this notification of award of the contract, sign and deliver to the District the executed contract. In the event the party to whom an award is made fails or refuses to execute the contract within ten (10) calendar days, the District may claim against the bidder's bid bond and award the contract to one of the other responsible bidders.

7. Withdrawal of Bid

Bids may be withdrawn by the bidder prior to the time fixed for opening of bids. Thereafter the Bids may not be withdrawn for a period of sixty (60) days.

8. Anti-Discrimination

The successful bidder shall not discriminate against any employee or applicant for employment because of race, creed, color, national origin or ancestry, physical handicap, mental condition, marital status or sex. The contractor will comply with all provisions of Executive Order No. 10925 of March 6, 1961, as amended, and all rules and regulations and relevant orders of the President's Committee on Equal Employment Opportunity created thereby. The Contractor shall also comply with the California Fair Employment and Housing Act. (Gov. Code §12900 et seq.)

9. Worker's Compensation

In accordance with the provisions of Section 3700 of the Labor Code, every contractor is required to secure payment of compensation to his employees.

Each contractor to whom a public works contract is awarded is required to sign and file with the awarding body the following certification prior to performing the work of the contract, a copy of which is enclosed herewith.

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.

10. Compliance with Laws and Regulations

The successful bidder/contractor shall comply with all laws and regulations governing contractor's performance on a public project including, but not limited to, anti-discrimination laws, workers' compensation laws, prevailing wage laws if applicable, set forth in Labor Code Section 1770 et seq., licensing laws and registration to bid on a public work contract set forth in Labor Code Section 1720 et seq.; 1725.5.

11. License Information

Each bidder shall list his/her license number, license type and expiration date. Each bidder must be a contractor properly licensed to perform the work covered by the bid documents upon which it is bidding with an active license in good standing as of the date of receipt of bids and must be maintained in good standing throughout the term of the Contract.

12.1 All subcontractors must be properly licensed to perform the work they will be undertaking and must maintain their licenses in good standing throughout the terms of the Contract.

12.2 If two or more business entities submit a bid on a Project as a Joint Venture, or expect to submit a bid as part of a Joint Venture, each entity within the Joint Venture must be properly licensed and the Bid must list each entities license number, license type and expiration date on the Bid.

12. Non-Collusion Affidavit

Bidders shall submit a completed non-collusion affidavit, in a form acceptable to District, a copy of which is attached hereto, with their bid.

13. Fingerprinting/Criminal Background Certification

The successful bidder may be required to submit a Fingerprinting/Criminal Background Certification in a form acceptable to District, a copy of which is attached hereto, with their bid.

14. Site Visit Certification

Bidders shall submit a completed site visit certification, in a form acceptable to District, a copy of which is attached hereto, with their bid.

15. Child Support Compliance

For every contract in excess of \$100,000.00, only the successful bidder will be required to acknowledge that he/she is aware of the State's policy regarding the importance of child and family support obligations and that to the best of his/her knowledge, he/she is fully complying with the earnings assignment order of all employees and providing the names of all new employees to the New Hire Registry maintained by the Employment Development Department. Bidders shall submit a completed child support compliance acknowledgment, in a form acceptable to the District.

16. Estimated Quantities

If the Bidding Documents provide information concerning estimated quantities of work to be performed, the estimated quantities are approximate only, being given as a basis for the comparison of bids. District does not, expressly or by implication, agree that the actual amount of work will correspond with the estimate, and District reserves the right to increase or decrease the amount of any class or portion of the work, as may be deemed necessary or advisable by District, with no adjustment to the unit price except as expressly provided in the Contract Documents.

17. Bid Protest Procedure

Any protest relating to the form or content of the bidding or Contract Documents must be submitted in writing to District at least ten (10) business days before the original date set for bid opening in the Notice to Bidders. Any bidder who submits a bid shall be deemed to have waived any protest to the form or content of the bidding or Contract Documents.

Any bid protest relating to the award of the Contract for the Project, other than a protest addressing the form or content of the bidding or Contract Documents, must be submitted in writing to District so that it is received by District before 5:00 p.m. on the third business day following the bid opening. Failure to deliver a written protest within the designated period shall constitute a waiver of the bidder's right to protest District's determination and intended action, whether administratively or through legal proceedings, and shall render District's action relative to the bids final, binding, and unappealable by such bidder.

The initial protest document shall contain a complete statement of the basis for the protest, including the legal and factual basis for the action requested. The protest shall refer to the specific portion(s) of the Contract Documents upon which the bidder relies in support of the protest and include as exhibits all documents relied upon in support of the protest. The protest shall include the name, address, telephone, and fax numbers of the protesting party and any person representing the protesting party.

The party filing the protest shall concurrently transmit a copy of the initial protest document and any attached documentation or exhibits to all other known bidders at the

address specified on District's plan holder list. The documents shall be transmitted by fax or overnight delivery service.

The procedure and time limits set forth in this paragraph are mandatory and are the 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.

18. Certification of All Claims Submitted/Notification of Enforcement of False Claims Act

The successful Bidder will be required to certify the accuracy of all claims submitted to the District, as part of the submission of such claim(s). Each claim must be accompanied by the following certification:

I have personal knowledge of the contents of the claim being submitted to the District. I have personal knowledge that the facts contained within this claim and any supporting documentation are true and/or I am informed and believe that they are true. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed this _____ day of _____, 202__ in _____ California.

In addition, Contractor expressly acknowledges that it is aware of the provisions of the state and federal False Claims Act and is also aware that if a false claim is knowingly submitted (as the term "Claim" and "Knowingly" are defined in California Government Code Section 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.

The False claims listed in the California FCA are as follows:

1. Knowingly presents or causes to be presented to an officer or an employee of the state or any political subdivision thereof, a false claim for payment or approval. (Cal. Government Code 12651(a)(1))
2. Knowingly makes, uses or causes to be made a false record or statement to get a false claim paid or approved by the state or by any political subdivision. (Cal. Government Code 12651(a)(2))
3. Conspires to commit a violation of the False Claims Act. (Cal. Government Code 12651(a)(3))
4. Has possession, custody, or control of public property or money used or to be used by the state or by any political subdivision and knowingly delivers or causes to be delivered less property than the amount for which the person receives a certificate or receipt. (Cal. Government Code 12651(a)(4))

5. Is authorized to make or deliver a document certifying receipt of property used or to be used by the state or by any political subdivision and knowingly makes or delivers a receipt that falsely represents the property used or to be used. (Cal. Government Code 12651(a)(5))
6. Knowingly buys, or receives as a pledge of an obligation or debt, public property from any person who lawfully may not sell or pledge the property. (Cal. Government Code 12651(a)(6))
7. Knowingly makes, uses, or causes to be made or used a false record or statement to conceal, avoid or decrease an obligation to pay or transmit money or property to the state or to any political subdivision. (Cal. Government Code 12651(a)(7))
8. Is a beneficiary of an inadvertent submission of a false claim to the state or a political subdivision, subsequently discovers the falsity of the claim, and fails to disclose the false claim to the state or the political subdivision within a reasonable time after discovery of the false claim." (Cal. Government Code 12651(a)(8))
(Note: This places a burden on general contractors to exercise due diligence in reviewing subcontractor claims before passing them through to the district. If a general contractor passes through a claim and then later discovers that it is false, the general contractor must notify the district and either withdraw the claim or be subject to false claims liability.)

For illustrative purposes only, the following may constitute a violation of the False Claims Act:

1. Falsification of hours set forth in timecards;
2. Overstating wage rates;
3. Submitting billings for costs or services not actually incurred on the project;
4. Altering invoices submitted by subcontractors or suppliers;
5. Double billing for the same work;
6. Colluding with third parties to submit overstated charges;
7. Substitution of cheaper or substandard materials;
8. Invoicing for unallowable costs;
9. Submitting false subcontractor pass through claims;
10. False certifications in any area required by contract, state or federal law;
11. Deductive change orders (reverse false claim);
12. False certification for equitable reimbursement of change orders;
13. Misrepresenting that work meets contract requirements;
14. Misrepresenting that contractor is paying applicable prevailing wages;
15. Misrepresenting that contractor is paying all of its subcontractors appropriately;
16. Misrepresenting that work is subject to reimbursement, etc.

19. Indemnity

The successful bidder must hold harmless and fully indemnify the District, its Board of Directors, officers, employees, and agents from all damages or claims for damages, costs, or expenses that may at any time arise out of the bidders performance of, or failure to perform, acts required by the contract documents.

Bid Opening Date: October 31, 2025
Hour of Bid Opening: 12:00 o'clock p.m.

Board of Trustees
Colusa Unified School District
745 10th Street
Colusa CA 95932

Dear Board Members:

Pursuant to the Notice Inviting Bids, and in compliance with the instructions to Bidders, having reviewed all contract documents and the site(s) of the work, the undersigned hereby proposes to furnish all work, labor, materials, transportation, equipment and services necessary to manufacture eight (8) proposed TK/K Modular classrooms (40' x 36'), a modular restroom, and seven (7) other proposed standard Modular Classrooms (40' x 24') including workroom/storage, student and staff toilet rooms, Custodial/IDF room and related facilities for the James M. Burchfield Primary Elementary School Project all in accordance with the specifications and working details and all other contract documents.

In submitting this Bid, Bidder represents that:

(a) Bidder has examined copies of all Contract Documents, including the Invitation to Bid, the Instructions to Bidders, and the following addenda:

Addenda Numbers:

(b) Bidder has examined the site and locality where the work is to be performed, the legal requirements (federal, state and local laws, ordinances, rules and regulations) and the conditions affecting cost, progress or performance of the work and has made such independent investigations as Bidder deems necessary.

Bidder will complete the work for the following price(s):

BASE BID:

_____ Dollars (\$ _____)
which sum includes all labor, materials, transportation and services necessary to complete the manufacture of eight (8) proposed TK/K Modular classrooms (40' x 36'), a modular restroom, and seven (7) other proposed standard Modular Classrooms (40' x 24') including workroom/storage, student and staff toilet rooms, Custodial/IDF room and related facilities for the James M. Burchfield Primary Elementary School Project and State of California and local sales or use taxes, license or permit fees, if any.

1. Fee for engineered plans stamped by a State of California licensed Architect/engineer, plus responding to DSA comments and gaining DSA approval

of these plans (90% fee due upon receipt of 100% complete plans; 10% of fee due upon DSA approval). The modular building manufacturer will provide modular building plans, floor plans, sections, RCP, roof plan, schedules, and details, structural plans, including foundation design, plumbing plans, HVAC plans, electrical plans, to include power, lighting and data and fire sprinkler plans, including fire riser. The architect will provide low-voltage plans: fire alarms, telecommunications, paging, clock-bell, A-V assistive listening, security and ground rod. **BID** _____

2. Modular Building Price (fabrication and installation): state whether the modular building foundation installation is within this price and state whether the exterior covered walks are within this price.

Is Foundation Included? YES _____ NO _____ \$ _____.

Are Exterior-Covered Walks Included? YES _____ NO _____ \$ _____.

ALTERNATES: [Cross-Reference: See Section 16 Architectural Modular Bid Set]

The District reserves the right to accept, during any phase of the project, by change order, any additive or deductive alternate(s), in whole or in part, not incorporated into the contract at the time of execution of the contract. If the District elects at any time to accept an additive or deductive alternate, or any portion thereof, the deduction taken or increase incurred shall be that which was originally set forth in the bid. Further, the District reserves the right to add back into the project or to delete from the project, as applicable, during any phase of the project, by changing order, any additive or deductive alternate(s) taken at the time of execution of the contract, in whole or in part. If the District elects at any time to add back into the contract a deductive alternate previously taken, the additional cost to the district shall be limited to that set forth in the original bid. If the District elects at any time to delete an additive alternate previously taken, the reduction in contract price shall be the amount set forth in the original bid for the alternate.

A. Deductive Alternates: State the amount to be deducted for the following Alternates:

1. Alternate No. 1: \$ _____
2. Alternate No. 2: \$ _____
3. Alternate No. 3: \$ _____
4. Alternate No. 4: \$ _____

B. Additive Alternates: State the amount to be added to the Based Bid for the following Alternates:

1. Alternate No. 1: \$ _____
2. Alternate No. 2: \$ _____
3. Alternate No. 3: \$ _____
4. Alternate No. 4: \$ _____

[Attach Additional Sheets if Needed]

If awarded the contract, the undersigned will begin work not later than ten (10) days after being notified in writing by the District's Representative to commence work on the project. The undersigned will complete the work above described no later than August 7, 2026, for the TK/K Modular classrooms and no later than March 19, 2027, for the modular restroom, and seven (7) other proposed standard Modular Classrooms.

Enclosed is a () cash deposit, () cashier's check, or () surety bid bond (check as appropriate) of the _____ (Name of Surety if bid bond submitted)
in an amount not less than ten (10%) percent of the amount bid.

The undersigned agrees that the enclosed cash deposit, cashier's check, or surety bond shall be left on deposit with Colusa Unified School District and that it's amount is the measure of the damages which the District will sustain by failure of the undersigned to sign and deliver the above agreement and bonds within ten (10) days of written notice of the award of the contract and that in the event the undersigned fails to or refuses to enter into a written contract within ten (10) days after being requested to do so, said money, check, or surety bond shall be forfeited to District as the stipulated amount of liquidated damages and not as a penalty.

By submission of a bid, a bidder certifies possession of a duly issued and valid contractor's license issued by the State of California, which license authorizes bidder to contract to perform the type of work required by the specifications. Should the bidder fail to provide the information requested below concerning State Contractor's license number and classification, the District may reject the bid as non-responsive.

CONTRACTOR: _____

By: _____

Title: _____

Mailing Address: _____

Telephone No.: _____

State License No: _____

State License Classification: _____

Expiration Date: _____

Dated this ____ day of _____, 2025

(Note to Bidders: No bid shall be valid unless signed by the person making the bid. If the party is an individual, the same shall be signed by the individual; if the party is a partnership, the same shall be signed by a valid partner; and if the party is a corporation, the same shall be signed by its properly authorized officer or officers.)

Signature _____

**CONTRACTOR'S CERTIFICATION REGARDING
WORKERS' COMPENSATION**

TO BE EXECUTED BY WINNING BIDDER AND
SUBMITTED WITH SIGNED CONTRACT

In accordance with the provisions of Section 3700 of the Labor Code, every contractor is required to secure payment of compensation to the contractor's employees.

Each contractor to whom a public works contract is awarded is required to sign and file with the awarding body the following certification prior to performing the work of the contract.

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation 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 on this contract.

By: _____

Name: _____

Title _____

Date: _____

PERFORMANCE BOND TO ACCOMPANY CONTRACT

Contractors must use this form, not a Surety Company form.

KNOW ALL MEN BY THESE PRESENTS: that where, the Colusa Unified School District (hereinafter designated as "District") has awarded to _____ (hereinafter designated as "Principal" or "Contractor") a contract for the work described as follows: the _____ Project.

WHEREAS, Principal is required to furnish a bond in connection with the contract, guaranteeing the faithful performance of the contract;

NOW, THEREFORE, we, the undersigned Principal and Surety are held and firmly bound unto the District in the sum of _____ dollars (\$_____), lawful money of the United States of America, for 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 present.

The **condition** of this obligation is such,

That if the Contractor, his/her/it's heirs, executors, administrators, successors or assigns, shall abide by and in well and truly keep and perform the covenants, conditions and agreements in the foregoing contract and any alteration thereof as therein provided, on his/her/their part to be kept and performed at the time and in the manner therein specified, the Surety shall have no obligation pursuant to this bond except to participate in conferences provided in subparagraph 1.1, otherwise, the Surety's obligation under this bond shall arise after:

1. The Surety's obligation:

1.1 The District has notified the Contractor and the Surety that the District is considering declaring the Contractor in default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than seven (7) calendar days after receipt of such notice to discuss methods of performing the construction contract. If the District, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the construction contract, but such agreement shall not waive the District's right to subsequently declare the Contractor in default; and

1.2 The District has declared the Contractor in default and formally terminated the Contractor's right to complete the contract. Default shall not be declared early than seven (7) calendar days after the Contractor and the Surety have received notice as provided in subparagraph 1.1; and

1.3 The District has agreed to pay the balance of the contract price to the Surety in accordance with the terms of the construction contract or to a contractor selected to perform the construction contract in accordance with the terms of the contract with the District.

2. When the District has satisfied the conditions of paragraph 1, the Surety shall immediately and at the Surety's expense take the following actions:

2.1 Undertake to perform and complete the construction contract itself, through its agents or through independent contractors. Surety shall not undertake to perform and complete the construction contract by employing, authorizing or utilizing the services of the principal contractor or affiliated organization without the written consent of the District; or

2.2 Retain a qualified contractor acceptable to the District for performance and completion of the construction project/contract. The contractor shall be selected with the District's concurrence and his/her/its performance shall be secured with performance and payment bonds executed by a qualified Surety equivalent to the bonds issued for the original construction contract, and sufficient to pay to District the amount of damages as described in paragraph 4 et seq. resulting from the Contractor's default; or

2.3 Waive its right to perform and complete, arrange for completion, or obtain a new contractor by determining the amount of which it may be liable to the District and as soon as practicable after the amount is determined, tender payment thereof to the District.

2.4 Surety shall proceed in accordance with paragraph 2 not later than fifteen (15) calendar days after written notice that Contractor is declared to be in default. In an emergency situation, or if time is of the essence in the underlying contract, District may take all reasonable actions necessary to protect the work of improvement and/or to continue the construction process pending Surety's investigation and action pursuant to paragraph 2. Cost incurred by District in protecting the work of improvement or continuing the construction process pending Surety action shall be the joint and several responsibility of Surety and Contractor.

3. If Surety does not proceed as provided in paragraph 2 et seq., Surety shall be in default on this bond and the District shall be entitled to enforce any remedy available to District. In the event suit is brought upon this bond, Surety or Sureties will pay all court costs, expenses, and reasonable attorney fees fixed by the court.

4. After District terminates the Contractor's right to complete the construction contract,

the responsibilities of the Surety to the District shall not be greater than those of the contractor under the construction contract, and responsibilities of the District to the Surety shall not be greater than those of the District under the construction contract. To the limit of the amount of this bond, but subject to commitment by the District of the balance of the contract price to mitigation of costs and damages on the construction contract, the Surety is obligated without duplication for:

4.1 The responsibilities of the Contractor for correction of defective work and completion of the construction contract.

4.2 Additional legal, design professional and delay costs resulting from the Contractor's default, and resulting from the actions or failure to act as required in paragraphs 2 and 3.

4.3 Liquidated damages, or if no liquidated damages are specified in the construction contract, then actual damages caused by the delayed performance or non-performance of the Contractor.

5. Surety hereby waives notice of any change, including changes of time, to the construction contract or to related subcontracts, purchase orders and other obligations.

6. Notice to the Surety, the District or the Contractor shall be mailed or delivered to the address shown on the signature page.

7. This bond, the rights and obligations hereunder and the interpretation of any provision contained herein, shall be governed by the laws of the State of California and Surety, by submission of this bond to District, shall be deemed to have submitted to the jurisdiction of California courts. Surety's obligations to District pursuant to this bond are subject to the covenant of good faith and fair dealing and Surety's breach of said covenant shall give rise to a cause of action by District for damages caused by Surety's breach of said covenant.

8. For the purposes of this bond, the construction contract shall be defined as all of the documents in the agreement between District and Contractor.

9. Surety, for value received, hereby stipulates and agrees that in accordance with California Civil Code Section 8152 no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same or payment for non-conforming or defective work or materials, except for final payment upon contract completion shall in any way affect Surety's obligations or exonerate Surety on this bond, and Surety hereby waives notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications, or of payment for defective work or non-conforming work or materials.

IN WITNESS WHEREOF, identical counterparts of this bond, 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 _____, 2025.

To be signed by Principal and Surety and Notarial Acknowledgment and Seal attached.

CONTRACTOR (Name and Address)

DISTRICT:

Colusa Unified School District
745 10th Street
Colusa, CA 95932

SURETY (Name and Principal place of business)

CONTRACTOR AS PRINCIPAL
COMPANY: _____

(Corporate Seal)

By: _____

Name: _____

Title: _____

SURETY COMPANY: _____

(Corporate Seal)

By: _____

Name: _____

Title: _____

Attorney in Fact

THIS IS A REQUIRED FORM

Surety companies executing bonds must possess a certificate of authority from the California Insurance Commissioner authorizing them to write surety insurance defined in California Insurance Code Section 105, and if the work or project is financed, in whole or in part, with federal, grant or loan funds, surety's name must also appear on the Treasury Department's most current list (Circular 570 as amended).

Any claims under this bond may be addressed to:
(Name and Address of Surety)

(Name and Address of agent or
representative for service of process
in California)

Telephone: _____

Telephone: _____

State of California
County of _____)

On _____ before me, _____, a Notary Public, in and for said State, personally appeared _____, 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 as the Attorney-in-Fact of the _____ (Surety) and acknowledged to me that he/she/they subscribed the name of the _____ (Surety) thereto and his/her own name as Attorney-in-Fact on the executed 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.

(Seal)
Notary Public in and for said State

Commission expires: _____

Note: A copy of the power-of-attorney to local representative of the bonding company must be attached hereto.

PAYMENT BOND TO ACCOMPANY CONTRACT

Contractors must use this form, not a Surety Company form.

Know All Men by These Presents: THAT WHERE, the Colusa Unified School District (hereinafter designated as "District") has awarded to _____, as principal, hereinafter designated as the "Contractor", a contract for the work described as follows: The _____ Project.

AND WHEREAS, Contractor is required by the provisions of Section 9550 et seq., Civil Code, to furnish a bond in connection with the contract;

NOW, THEREFORE, We the undersigned Contractor and surety are held and firmly bound unto the District in the sum of _____ Dollars (\$ _____), said sum is consistent with the provisions of Section 9554 of the Civil Code, for which payment well and truly to be made we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH,

That if Contractor, his/her/it's heirs, executors, administrators, successors or assigns, or subcontractors, shall fail to pay any materials, provisions, provender, or other supplies or teams, implements or machinery 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, as required by the provisions of Section 9950 et seq. of the Civil Code, and provided that the claimant shall have complied with the provisions of said Code, the surety or sureties hereon will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In case suit is brought upon this bond the surety or sureties will pay all court costs, expenses and the reasonable attorneys' fees fixed by the court and the application and interpretation of the rights and obligations hereunder shall be pursuant to California law. Surety's obligation to the Colusa Unified School District pursuant to this bond is subject to the covenant of good faith and fair dealing.

This bond shall inure to the benefit of any and all persons, companies or corporations entitled to file claims under Section 9100 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Surety, for value received, hereby stipulates and agrees that in accordance with California Civil Code section 8152 no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same or payment for defective work or materials, except for final payment upon contract completion, shall in any way affect Surety's obligations or exonerate Surety on this bond, and Surety hereby waives notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications of, or payment for defective work or materials.

IN WITNESS WHEREOF, identical counterparts of this bond, 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 _____, 2025.

CONTRACTOR (Name and Address)

DISTRICT:

Colusa Unified School District
745 10th Street
Colusa, CA 95932

SURETY (Name and Principal place of business)

CONTRACTOR AS PRINCIPAL
COMPANY: _____

(Corporate Seal)

By: _____

Name: _____

Title: _____

SURETY COMPANY: _____

(Corporate Seal)

By: _____

Name: _____

Title: _____

Attorney in Fact

THIS IS A REQUIRED FORM

Surety companies executing bonds must possess a certificate of authority from the California Insurance Commissioner authorizing them to write surety insurance defined in California Insurance Code Section 105, and if the work or project is financed, in whole or in part, with federal, grant or loan funds, surety's name must also appear on the Treasury Department's most current list (Circular 570 as amended).

Any claims under this bond may be addressed to: (Name and Address of agent or
(Name and Address of Surety) representative for service of process
in California)

Telephone: _____ Telephone: _____

State of California
County of _____)

On _____ before me, _____, a Notary Public,
in and for said State, personally appeared _____,
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 as the Attorney-in-Fact of the _____ (Surety)
and acknowledged to me that he/she/they subscribed the name of the
_____ (Surety) thereto and his/her own name as Attorney-in-Fact on the executed
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.

(Seal)
Notary Public in and for said State

Commission expires: _____

Note: A copy of the power-of-attorney to local representative of the bonding company must be
attached hereto.

STATEMENT OF EXPERIENCE

(If additional space is required for your response,
please use the attached continuation page)

1. Name of Firm:
2. Address of Firm: _____

Telephone Number: _____

3. How many years has your organization been in business as a Contractor under its present name?
_____ years

Under what other names has your organization operated?

4. Type of Organization:
 - ☐ Corporation
 - ☐ Partnership
 - ☐ Individual
 - ☐ Joint Venture
 - ☐ Other

5. If a corporation, answer the following:

- a. Date of Incorporation: _____
- b. State of Incorporation: _____
- c. President's name: _____
- d. Vice President's name(s): _____
- e. Treasurer's name: _____
- f. List of shareholders and their respective ownership interest:

Name

Ownership Interest

6. If an individual or partnership, answer the following:

a. Date organized: _____

b. Name and address of all Partners:

<u>Name</u>	<u>Title</u>	<u>General/Limited Partner</u>
-------------	--------------	--------------------------------

_____	_____	_____
_____	_____	_____
_____	_____	_____

7. If other than a corporation or partnership, describe organization and name principals (i.e., subsidiary, joint venture, etc.):

○ Attached

a. List all joint venture arrangements in which organization has engaged during the past 3 years, and the projects completed (and their location) under such agreements.

8. List the state and categories which your organization is legally qualified to do business. Indicate registration or license numbers if applicable. List states in which partnership or trade name is filed.

<u>State</u>	<u>Category</u>	<u>License/Registration No.</u>
--------------	-----------------	---------------------------------

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

9. Specify type and percent of work performed with own workforce.

10. Have you ever failed to complete any work awarded to you? If so, note when, where and why and provide

the name and business address of Owner.

○ Attached

11. Within the past five years, has any officer or partner of your organization ever been an officer or partner of another organization when it failed to complete a construction contract? If so, attach a separate sheet of explanation?

○ Attached

12. Within the past ten years, has the Contractor or officers of principals of the organization been defaulted on a public works project? If so, note when, the project name, the project owner and under what circumstances.

○ Attached

13. Has the Contractor or officer or principals of the organization filed for, or been adjudged bankrupt, either voluntary or involuntary bankruptcy, within the past 10 years? If so, give the case number and the date on which the petition was filed, and attach a copy of the Bankruptcy Court's discharge order, or of any other document that ended the case, if no discharge order was issued.

○ Attached

14. Has the Contractor or officer or principals of the organization ever had a license suspended? If so, give the date, place, under what name and under what circumstances.

○ Attached

15. Has the Contractor or officer or principals of the organization ever been debarred, disqualified, removed or otherwise prevented from bidding on, or completing, any government agency or public works project for any reason? State whether the firm involved was the firm applying for pre-qualification here or another firm. Identify by name of the company, the name of the person within your firm who was associated with that company, the year of the event, the owner of the project, the project and the basis for the action.

○ Attached

16. In the last five years has your firm been denied an award of a public works contract based on a finding by a public agency that your company was not a responsible bidder? If so, identify the year of the event, the

owner, the project and the basis for the finding by the public agency.

○ Attached

17. At any time in the last five years has your firm been assessed and paid liquidated damages after completion of a project under a construction contract with either a public or private owner? If so, identify all such projects by owner, owner's address, and the date of completion of the project, amount of liquidated damages assessed and all other information necessary to fully explain the assessment of liquidated damages.

○ Attached

18. Has the Contractor or officer or principals of the organization been indicted for or convicted of any felony within the past 10 years? If so, give for each case (1) date (2) charge (3) place (4) court and (5) action taken. Attach any explanation deemed necessary.

○ Attached

19. On a separate sheet (form attached), list all construction projects your organization has in progress giving the name and location of the project, owner, architect, contract amount, percent complete and scheduled completion date.

○ Attached

20. On a separate sheet (form attached), list all public works project your organization has completed in the past ten years, giving the name of the project, location, owner, architect, contract amount, percent complete and completion date.

○ Attached

21. On a separate sheet (form attached), list all public works projects your organization has in progress giving the name of the project, location, owner, architect, contract amount, percent complete and completion date.

○ Attached

22. On a separate sheet, list the construction experience of key individuals in your organization. Key personnel shall include principal(s), or officer(s) having overall project responsibility, as well as on-site project manager(s), superintendent(s), project controls engineer(s), schedule manager(s), and all others involved in the management of the project.

○ Attached

23. Give the name and address of all bonding companies and agents with whom Contractor has done business during the last 5 years.

<u>Bonding Co.</u>	<u>Address</u>	<u>Agent</u>	<u>Amount of Bonding</u>
--------------------	----------------	--------------	--------------------------

24. If your firm was required to pay a premium of more than one per cent for a performance and payment bond on any project(s) on which your firm worked at any time during the last three years, state the percentage that your firm was required to pay. You may provide an explanation for a percentage rate higher than one per cent, if you wish to do so.

○ Attached

25. During the last five years, has your firm ever been denied bond coverage by a surety company, or has there ever been a period of time when your firm had no surety bond in place during a public construction project when one was required? If so, provide details indicating the date when your firm was denied coverage and the name of the company or companies which denied coverage, the reason for denial of coverage and the period during which you had no surety bond in place.

○ Attached

26. Has the Contractor or officers or principals of the organization been involved in litigation or other claims regarding any project worked on in the past five years? If so, please state the following:

<u>Plaintiff</u>	<u>Defendant</u>	<u>Amount</u>	<u>Court</u>	<u>Disposition</u>
------------------	------------------	---------------	--------------	--------------------

27. Are there now pending or in the preceding five years have there been any actions against you or have you had to pay back wages, either because of a settlement or judgment with the California State Department of Labor Standards Enforcement for failure to pay prevailing wages? If none, so state.

<u>Name of Project</u>	<u>Date Filed</u>	<u>Disposition</u>	<u>Explain</u>
------------------------	-------------------	--------------------	----------------

28. At any time during the past five years, has any surety company made any payments on your firm's behalf as a result of a default, to satisfy any claims made against a performance or payment bond issued on your firm's behalf, in connection with a construction project, either public or private? If so, state the amount of each such claim, the name and telephone number of the claimant, the date of the claim, the grounds for the claim, the present status of the claim, the date of resolution of such claim if resolved, the method by which such was resolved if resolved, the nature of the resolution and the amount, if any, at which the claim was resolved.

○ Attached

29. In the last five years has any insurance carrier, for any form of insurance, refused to renew the insurance policy for your firm? If so, state the name of the insurance carrier, the form of insurance and the year of the refusal and the reason for refusal.

○ Attached

30. Please list the Financial Institution where line(s) of credit have been established:

<u>Name</u>	<u>Contact Pers.</u>	<u>Phone</u>	<u>Amount</u>
-------------	----------------------	--------------	---------------

Attachment for Item 19

PROJECT NAME	NAME OF OWNER AND ARCHITECT WITH CONTACT AND PHONE #	ADDRESS OF OWNER AND ARCHITECT	CONTRACT AMOUNT	% COMPL.	SCHED. COMPL. DATE
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Attachment for Item 20

PROJECT NAME	NAME OF OWNER AND ARCHITECT WITH CONTACT AND PHONE #	ADDRESS OF OWNER AND ARCHITECT	CONTRACT AMOUNT	% COMPL.	SCHED. COMPL. DATE
-------------------------	---	---	----------------------------	---------------------	-----------------------------------

Attachment for Item 21

PROJECT NAME	NAME OF OWNER AND ARCHITECT WITH CONTACT AND PHONE #	ADDRESS OF OWNER AND ARCHITECT	CONTRACT AMOUNT	% COMPL.	SCHED. COMPL. DATE
-------------------------	---	---	----------------------------	---------------------	-----------------------------------

CERTIFICATION
FOR
STATEMENT OF EXPERIENCE

State of California
County of _____

(Name) _____, declares under penalty of perjury:

That(s) he as (title) _____, is the party making the statement of experience and that such statement is true and correct.

Sign on appropriate line below and notarize:

_____ Signature of: Bidder, if the Bidder is an individual;

_____ Partner, if the Bidder is a partnership;

_____ Officer, if the Bidder is a Corporation.

Subscribed and sworn to before me

this _____ day of _____, 2025.

My commission expires _____, 20__.

NOTARY PUBLIC

GENERAL CONSTRUCTION CONTRACT

THIS CONTRACT is made on _____ by and between the Colusa Unified School District, a political subdivision of the State of California, hereinafter called the "District", and _____ hereinafter called "Contractor".

District and Contractor, for valuable consideration, hereby agree as follows:

1. THE CONTRACT DOCUMENTS: The complete Contract consists of the following documents incorporated herein by this reference: (Check all that apply)

Notice Inviting Bids
Instructions to Bidders
Accepted Bid
General Construction Contract
General Conditions
Payment Bond to Accompany Contract
Performance Bond to Accompany Contract
Warranty Maintenance Bond
Project Manual and Specifications
Working Details and Plans
Addenda (if any are issued)
Supplemental General Conditions (if any are issued)

All obligations of the District and the Contractor are fully set forth and described therein. All of the above documents are intended to cooperate so that any work called for in one and not mentioned in the other or vice versa is to be carried out the same as if mentioned in all documents. The documents comprising the complete contract are sometimes referred to as the Contract Documents. In case of conflict between the plans and specifications on the one hand, and remaining contract documents on the other, the document shall be read and interpreted as a whole, and in a manner to give effect to the intent of the District and the Architect in the original design and construction scheme. If there is conflict between the Engineer's and Architect's interpretations, the Architect's interpretations shall govern. If there is any conflict between the plans and the specifications, the contractor will bring the conflict to the attention of the Architect/District, and the Architect in consultation with the district shall resolve the conflict, and the contractor shall follow the Architect/District's instructions.

2. THE WORK. Contractor agrees to furnish all tools, equipment, apparatus, facilities, labor, transportation, material, tax and services necessary to perform and complete in a good and workmanlike manner, the manufacture of eight (8) proposed TK/K Modular classrooms (40' x 36'), a modular restroom, and seven (7) other proposed standard Modular Classrooms (40' x 24') including workroom/storage, student and staff toilet rooms, Custodial/IDF room and related facilities for the James M. Burchfield Primary Elementary School project in accordance with the Plans and Specifications prepared by STUDIO W ARCHITECTS, and adopted by the District, and which Plans and Specifications are identified by the signatures of the parties to this Contract. It is understood and agreed that all tools, equipment, apparatus, facilities, labor, transportation, and material shall be furnished and all work performed and completed as required in the Plans and Specifications under the sole direction and control of the Contractor, and subject to inspection and

GENERAL CONSTRUCTION CONTRACT

approval of the district, or its representatives. The district hereby designates as its representative for the purpose of this Contract the following named person: _____.

3. **CONTRACT PRICE**: The district agrees to pay, and the Contractor agrees to accept, in full payment for the work agreed to be done, the sum of _____ Dollars (\$ _____) subject to additions and deductions as provided in the Contract Documents. Said sum includes the base bid and accepted Alternate Proposition(s), _____ numbered _____. All other Alternate Propositions are rejected by the district and are not included in this Contract.

4. **GOVERNING DOCUMENTS**: The documents identified in paragraph 1 above constitute the entire contract between District and Contractor. Contractor and District have significant rights and responsibilities pursuant to this Agreement. Specifically, Contractor performance, rights and obligations hereunder are governed by all contract documents and significant obligations and rights are set forth in the General Conditions and Supplemental Conditions, if any. By executing this Agreement, Contractor acknowledges that he/she/it has read and reviewed all the contract documents including the General Conditions and Supplemental Conditions, if any, and that he/she/it is fully aware and understands the contents of the contract documents.

5. **POST-AWARD SUBMITTAL REQUIREMENTS**: In addition to the submission of the required payment and performance bonds and the certificate of insurance, the Contractor shall also submit to District, within ten (10) calendar days of execution of this Agreement the following: [insert any additional requirements]

District:

Contractor:

Colusa Unified School District
745 10th Street
Colusa CA 95932

IN WITNESS WHEREOF, identical counterparts of this Contract, each of which shall for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on the day and year first herein written.

Attest:

Colusa Unified School District
745 10th Street
Colusa CA 95932

By: _____

Name: _____

Title: _____

GENERAL CONSTRUCTION CONTRACT

Approved as to form:

By: _____
Law Offices of Robert E. Thurbon
Attorneys for the District

Contractor:

By: _____

Name: _____

Title: _____

GENERAL CONDITIONS

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GENERAL CONDITIONS EXHIBIT ____

These General Conditions govern and control the construction of District/Owner Colusa Unified School District improvements. Contractor, as that term is used herein, shall mean _____ and its subcontractors. _____ shall ensure that these General Conditions are made applicable to its subcontractors. Contractor's compliance with these General Conditions is a material term of the Contract. In the event of any conflicts between the terms and conditions of the Contract, and these General Conditions, these General Conditions control.

1. ACCEPTANCE OF NON-CONFORMING WORK: Owner reserves the right to accept non-conforming work, in consultation with the Architect, and in such case, acceptance of non-conforming work shall result in an equitable adjustment in the total price for Owner improvements reflecting the reduced value of the non-conforming work as determined by mutual agreement between Owner and Contractor.
 - 1.1 REJECTION OF NON-CONFORMING WORK: The Contractor shall promptly correct all work rejected by the Architect as defective or failing to conform to the Contract Documents whether observed before or after substantial completion and whether or not fabricated, installed, or completed. The Contractor shall bear all costs of correcting such rejected work, including, but not limited to, re-inspection and redesign.
 - 1.2 FINAL INSPECTION – REINSPECTIONS: When Contractor believes the Owner improvement work, including the punch list, is complete, it shall submit written certification of the same pursuant to Closeout Procedures. Thereafter, the Work shall be inspected by the Owner and Architect. If Architect and Owner determine that the Work is not complete, or is defective or otherwise in need of correction, the Contractor shall be notified of the same and if any further inspections, approvals, testing, reviews, et cetera, need to be performed by the Owner and Architect as a result thereof, such work may, at the Owner's discretion, be back charged to the Contractor.
2. ACCIDENT PREVENTION: Precaution shall be exercised for the protection of persons (including employees) and property. The safety provisions of applicable laws, building and construction codes shall be observed. Machinery and equipment shall be guarded, and other hazards shall be eliminated in accordance with the safety provisions of the Construction Safety Orders issued by the Industrial Accident Commission of the State of California.
3. ARBITRATION: Claims for three hundred and seventy-five thousand (\$375,000.00) dollars or less which arise between the Contractor and the Owner shall be resolved as follows:
 - 3.1. Definition: "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 Owner.

3.2. 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. This provision shall not extend the time limit or otherwise supersede notice requirements set forth in other provisions of the Contract documents.
- b. For claims of less than fifty thousand (\$50,000.00) dollars, the Owner shall respond in writing to any written claim within forty-five (45) days receipt of the claim or may request, in writing, within thirty (30) days of receipt of the claim, any additional documentation supporting the claim or relating to defenses or claims the Owner may have against the claimant. If additional information is thereafter required, it shall be requested and provided upon mutual agreement by the Owner and the claimant. The Owner's written response to the claim, as further documented, shall be submitted to the claimant within fifteen (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. For claims over fifty thousand (\$50,000.00) dollars and less than or equal to three hundred and seventy-five thousand (\$375,000.00) dollars, the Owner shall respond in writing to all written claims within sixty (60) days of receipt of the claim, or may request, in writing, within thirty (30) days receipt of the claim, any additional documentation supporting the claim or relating to defenses or claims the Owner may have against the claimant. If additional information is thereafter required, it shall be requested and provided upon mutual agreement of the Owner and the claimant. The Owner's written response to the claim as further documented shall be submitted to the claimant within thirty (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 Owner's written response, or if the Owner fails to respond within the time prescribed, the claimant may so notify the Owner in writing either within fifteen (15) days of receipt of the Owner's response or within fifteen (15) days of the Owner'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 Owner shall schedule a meet and confer conference within thirty (30) days.

- e. If, following the meet and confer conference, the claim or any portion remains in dispute, the claimant may file a claim pursuant to Government Code §900 et seq.
- f. If claimant's claim is not resolved pursuant to his/her filing of the claim pursuant to Government Code §900 et seq., claimant may proceed with a civil action.
- g. Claims, individually or collectively, in excess of the amount set forth herein are subject to the Supplemental Claim Resolution Process.

- 4. ARCHITECT/ENGINEER: The owner has retained STUDIO W ARCHTICTS as Architect/Engineer for this project. The Architect/Engineer will advise and consult with the Owner, and all the Owner's instructions to the Contractor shall be issued through the Architect/Engineer. The Architect is responsible for the overall design of the project and the final authority, in consultation with the Owner, in judgments of aesthetic consideration. The drawings, specifications, sketches, and other data necessary to define the work covered by these Contract documents have been prepared by the Architect. The Architect shall observe the construction to determine general compliance with the Contract documents, and the Architect shall interpret the drawings and specifications consistent with the intent of the drawings and specifications. The Architect shall evaluate, and review shop drawings, samples and other submittals required and maintain an up-to-date log of all such items processed. The Architect shall consult with the Owner, Contractor(s) and any state or city agency having jurisdiction over the work whenever necessary to further the best interest of the project.
- 5. AS-BUILT DRAWINGS: The Contractor will be given one extra set of Drawings and Specifications by the Architect that shall be always kept at the site of the work. As built drawings required to be kept on site include a complete set of drawings for all trades including, but not necessarily limited to, civil, structural, architectural, electrical, plumbing, mechanical, landscape, and auxiliary. Exact locations of all pipes and conduits and all changes in construction and details shall be indicated and dimensioned upon these drawings, and all changes in materials and equipment installed shall be indicated in these Specifications. As-built drawings shall be updated monthly. Payments to the Contractor shall be withheld by the Owner until as-built documents are up to date. Upon completion of the work, the "as-built" Drawings and Specifications shall be returned to the Owner prior to final payment. Contractor guarantees the accuracy of the "as-built drawings" and Contractor shall indemnify Owner from any loss incurred as the result of inaccurately submitted "as-built drawings". The warranty of accuracy of the as-built drawings shall survive the completion of Contractor's obligations hereunder and shall be in effect for the useful life of the completed project, excepting that destruction of the project or revision or reconstruction of the building after completion of the project shall relieve Contractor of his/her obligation of

accuracy in the as-built drawings regarding the portion(s) of systems or building change or altered by subsequent reconstruction.

6. ASSIGNMENT: Neither party to the Contract shall assign the Contract without the written consent of the other, nor shall the Contractor assign any monies due or to become due to him/her hereunder, without the previous written consent of the Owner. Assignment of this Contract or any part thereof without the prior written consent of the Owner shall constitute a material breach of this Agreement and entitle Owner to exercise all rights provided for by this Agreement or by law for such material breach.
7. ATTORNEYS' FEES: In the event of any action or proceeding, brought by any party against any other party pursuant to this Agreement, the prevailing party shall be entitled to recover all costs and expenses, including the actual fees of it's attorneys, incurred for prosecution, defense, consultation or advice in such action or proceeding, not limited to but including cost of expert witnesses, attorney preparation, and cost of discovery and investigation. In awarding attorney fees, the court will not be bound by any court fee schedule but shall, if it is in the interest of justice to do so, award the full amount of cost, expenses, attorney fees paid or incurred in good faith.
8. AUDIT: Owner may, always, review and audit Contractor's cost accounting records and other job records and Contractor will afford Owner reasonable facilities for such audits. Contractor shall preserve all job records for at least five (5) years after the completion of the project.
9. BINDING AGREEMENT: This Agreement, including all documents comprising the complete Contract, shall be binding upon the Owner and Contractor and upon their successors and assigns and shall inure to the benefit of the Owner and Contractor and their successors and assigns.
10. BONDS: The Contractor shall furnish the Owner, prior to the beginning of work, with the following separate surety bonds:
 - 10.1 Faithful Performance Bond: The performance bond shall be in an amount equal to one hundred percent (100%) of the Owner improvement Contract price, shall be for the faithful performance of the Owner improvement Contract, shall be approved by the Owner, and shall be secured from an admitted surety or sureties satisfactory to Owner. An admitted surety is an insurance organization authorized by the Insurance Commissioner to transact surety business in the State of California during this calendar year.
 - 10.2 Payment Bond: The payment bond shall be in an amount equal to one hundred percent (100%) of the Owner improvement Contract price, shall be approved by the Owner, and shall be secured from an admitted surety or sureties satisfactory to Owner. An admitted surety is an insurance organization authorized by the Insurance Commissioner to transact surety business in the State of California during this calendar year.

11. CHANGE ORDERS:

- 11.1 Owner, without invalidating Contract, and as provided by law, may order extra work or make changes by altering, adding to, or deducting from work, Contract sum being adjusted accordingly. All such work shall be executed under conditions of original Contract. Contractor shall increase the amounts of his payment and performance bonds in proportion to any increase in price. In giving instructions, Architect, with the prior approval of Owner, shall have authority to make minor changes in work not involving change in cost and not inconsistent with purposes of building. Otherwise, except in an emergency endangering life or property, no extra work or change shall be made except in pursuance of a written change order from the Owner, and no claim for addition to Contract sum shall be valid unless ordered.
- 11.2 If the Contractor is delayed in completing the work by reason of any change made pursuant to this Article, the time for completion of the work shall be extended by the same change order for a period commensurate with such delay, without additional compensation, and Contractor shall not be subject to liquidated damages for this extension. No extension of time will be granted for change orders that, in the opinion of the Architect, do not affect the critical path of the project.
- 11.3. All change orders shall be signed by Owner and the Architect.
- 11.4. Value of any such extra work, change, or deduction shall be determined at the sole discretion of the Owner in either of the two following ways set forth in subsection 11.4.a. or 11.4.b. Contractor understands and agrees that regardless of which process Owner elects to utilize that when submitting any change order proposal that such change order shall be broken down separately to itemize labor, by trade and hourly rate, for any trade performing work on the project and materials for any one activity. Contractor also understands and agrees that when submitting its itemized change order proposal, that Contractor shall only be allowed to submit a cost proposal for labor that reflects the wage rates set forth in the Schedule of Values for the trade that is currently on file with the Owner and Architect at the time the change order proposal is submitted.
- a. Acceptable lump sum proposal from Contractor properly itemized and supported by sufficient substantiating data to permit evaluation with a combined mark-up for all overhead and profit based on the formula set forth in section B. (5) of this Article. Contractor's written proposal must be broken down and submitted, in writing, in the format set forth in Section 11.4.b.1 through 11.4.b.7.
 - b. Time and Material: "Force Account" for direct costs for labor, material, and equipment rental plus markups for overhead and profit for Prime Contract, subcontractor, and sub-subcontractors as applicable. (Supervision is to be included in markup unless specifically agreed to in advance that special supervision is required.)

1. Labor: Attach itemized direct hourly rates in accordance with certified payroll records times total hours expended. Separately show dollar amount for employer-paid payroll taxes/insurance benefits.

Enter total as direct labor item. _____

2. Material: Attach receipts, invoices or itemized quantity units' costs plus tax and delivery.

Enter total as material item. _____

3. Equipment: Attach receipts, invoices, or tear tickets indicating unit costs and total hours or loads charged. (Small tools with a value of less than \$500.00 are to be included in markup.)

Enter total as rental item. _____

4. SUBTOTAL (Lines 1+2+3)

5. Combined Markup: FOR ALL OVERHEAD AND PROFIT SHALL BE BASED ON THE FOLLOWING:

- a. For the Contractor, for work performed by his forces, fifteen (15%) percent of his direct subtotal cost. These fifteen (15%) markups represents payment for profit, overhead, insurance, taxes, indirect supervision, bonds, warranty and any other costs incurred by Contractor in connection therewith.

- b. For the Contractor, for work performed by a subcontractor, five (5%) percent of the direct subtotal cost due the subcontractor as Contractors OHP plus 1.5% insurance and 1% bonds. This markup represents payment for profit, overhead, insurance, taxes, indirect supervision, bonds, warranty and any other costs incurred by Contractor in connection therewith.

- c. For Contractors Subcontractor or Sub-subcontractor, for work performed by their own forces, fifteen (15%) percent of their own direct subtotal costs. These fifteen (15%) markups represents payment for profit, overhead, insurance, taxes, indirect supervision, bonds, warranty and any other costs incurred by sub-Contractor in connection therewith.

- d. For Contractors Subcontractor, for work performed by a Sub-subcontractor, five (5%) percent of the direct subtotal cost due the sub-subcontractors OHP plus 1.5% insurance and 1% bonds. This markup represents payment for profit, overhead,

insurance, taxes, indirect supervision, bonds, warranty and any other costs incurred by Contractor in connection therewith.

6. SUBTOTAL (Lines 4+5) _____

7. TOTAL CHANGE ORDER REQUEST: _____

- c. If the Contractor should claim that any instruction, request, drawing, specification, action, condition, omission, default or other situation obligates the Owner to pay additional compensation to the Contractor or to grant an extension of time for the completion of the Contract, or constitutes a waiver of any provision in the Contract, he shall notify the Owner, in writing, of such claim within ten (10) days from the date he has actual or constructive notice of the factual basis supporting the claim. The Contractor's failure to notify the Owner within such period shall be deemed a waiver and relinquishment of the claim against the Owner. If such notice be given within the specified time, the procedure shall be as stated above in this Article.
- d. Contractor Initiated Change Orders: Contractor understands that with respect to Contractor initiated change orders, that Contractor shall be solely responsible for all costs associated with the review process including, but not limited to, Architect review, engineers review, inspection, et cetera.
- e. Back Charge for Failure to Timely Submit Information for Proposed Change Orders: Contractor understands that it shall, within ten (10) calendar days of receipt of a demand by Owner, provide to Owner, in writing, an itemized list of all costs and/or credits (as applicable) for any Contractor initiated change orders. Contractor further understands that a failure to comply with this provision will result in the Owner obtaining the necessary information and back charging the Contractor for all costs incurred in having to take this action.
- f. All costs for supervision shall be part of the Contractor's or subcontractor's overhead including, but not limited to, cost of bond, office/clerical support, home office overhead, administrative expenses, profit, overhead, insurance, taxes, indirect supervision, bonds, warranty and any other costs incurred by Contractor in connection therewith.

12. CLEANUP:

- 12.1 The Contractor shall protect and preserve the work from all damage or accident, providing any temporary roofs, window and door coverings, boxings, or other construction as required. This shall include any adjoining property of the Owner or others affected by the work of the Contractor. Contractor shall, daily, maintain the site in a reasonably clean condition and shall at the conclusion of each construction

day ensure that dirt, debris, refuse, etc., deposited or left outside of the general construction area on any grounds or facilities occupied or used by the public or Owner staff, is cleaned-up and removed from the facility occupied or used by the public and/or Owner staff.

- 12.2 In the event work performed by the Contractor or any subcontractor creates dust or other airborne debris, Contractor shall provide daily "dust control" sufficient to prevent dust accumulation on grounds or buildings occupied or used by the public or Owner staff.
- 12.3 The Contractor shall assume full responsibility for all glass and plastic glazing installed under this Contract against damage from any source during construction. He/she shall replace all broken, cracked, or scratched glass or plastic without expense to the Owner until date of Final Completion.
- 12.4 The Contractor shall, at completion of the work, remove all marks, stains, fingerprints, dust, dirt, and paint drippings from all surfaces, wash tile, plumbing and other fixtures clean. Clean and polish all hardware and other unpainted metals. Remove all temporary labels, tags and paper coverings.
- 12.5 Cleaning, polishing, sealing, waxing and all other such finish operations indicated on the Drawings or required in the Specifications shall be taken to produce the required condition at the time of acceptance of all work under the Contract.
- 12.6 Before final acceptance, employ professional window cleaners to clean all plastic and glass surfaces and mirrors of putty, paint materials, stains, and dirt, without scratching or injuring the plastic and glass. Leave the work bright, clean, and polished.
- 13. COMMENCEMENT OF WORK AND TIMELY COMPLETION: Contractor understands and acknowledges that **time is of the essence** for completion of Owner improvements. The Contractor shall commence work on Owner improvements within ten (10) ten calendar days from and after the date of written notice by Owner to the Contractor to begin work. Upon receipt of such notice, Contractor shall begin work and shall prosecute the work diligently to completion.
- 13.1 Completion Deadline: TK/K 8-7-2026; Standard Classrooms/Restrooms/Portable Removal 3-19-2027. Failure to complete the modular buildings on time will subject Contractor to liquidated damages.
- 13.2 Delays: If Contractor is delayed in said work by the unforeseeable acts of Owner, it's officers, agents or employees, or by changes ordered in the work, or by strikes, fire, unusual delay in transportation, unavoidable casualties, unusually adverse weather conditions which could not have been reasonably anticipated or by delay authorized by Owner, or by any cause which the Owner shall decide to justify the delay, then the time of completion shall be extended for such reasonable time as the Owner may decide. In the event Contractor is delayed by the acts of Owner, it's agents, officers or employees, Contractor's sole remedy is an extension of time to perform his/her

obligations and Contractor shall not be entitled to recover damages unless the delay is unreasonable under the circumstances and was not within the reasonable contemplation of the Contractor and/or the Owner. The Contractor's right to an extension of time or to recover damages for delays indicated above is expressly subject to his/her giving seven (7) days notice of such claim from the day he/she knew or should have known of the delay. Failure to give such notice shall constitute a waiver of an extension of time, damages, or any other remedy Contractor may have had if he/she provided proper notice pursuant to this provision. Failure to complete the project within the time specified, including extensions thereof, shall subject Contractor to the imposition of liquidated damages as set forth in the Contract documents.

- 13.3 Substantial Completion: **[not applicable]** For the purpose of determining substantial completion if applicable to, or necessary under this Contract, substantial completion shall be defined as the stage in the progress of the work when the work or designated portion thereof is sufficiently complete in accordance with the Contract documents so that the Architect can certify that the work is substantially complete, and so that Owner can occupy or utilize the work for its intended purpose. When the Contractor considers that the work or a portion thereof which the Owner agrees to accept separately is substantially complete, the Contractor shall prepare and submit to the Architect the comprehensive list of items to be completed or corrected. The Contractor shall proceed promptly to complete and correct items on the list. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all work in accordance with the Contract documents. Upon receipt of the Contractor's list, the Architect will make an observation to determine whether the work or designated portion thereof is substantially complete. When the work or designated portion thereof is substantially complete, the Architect will prepare a certificate of substantial completion which shall establish the date of substantial completion, shall establish the responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the work, insurance, and shall fix the time, which shall not exceed thirty (30) days from the date of substantial completion, within in which the Contractor shall finish all items on the list accompanying the certificate. The certificate of substantial completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in such certificate. The Owner shall retain sufficient funds to compensate for unfinished items identified on Contractor's "punch list", and funds encumbered by filed stop notices.

It is IMPORTANT that the Contractor understands that achieving substantial completion does not relieve the Contractor from achieving final completion by the Project Completion Deadline set forth in Section 13.1. Failure to achieve final completion, as that term is defined in Section 13.4, within the Project Completion Deadline may result in the Owner imposing liquidated damages against the Contractor for each and every calendar day thereafter until final completion is actually achieved.

- 13.4 Final completion: Final completion shall be deemed to have occurred when Contractor has completed all items on his/her "punch list" and when Contractor has fulfilled all other obligations set forth in the Contract documents. Upon recommendation of the Architect and upon satisfactory completion of all punch list items, the Owner shall record a notice of completion.
- 13.5 Rain Day: Is defined as a day with 0.1 inch of measurable rain or more, as per the National Weather Service. Days exceeding the normal days of rain for this project and exceeding 0.1 inch per day will be considered a rain day. However, notwithstanding the foregoing, rain day delay claims will only be approved if the Contractor demonstrates to the satisfaction of the Owner that such rain days actually caused Contractor to have to cease work on the critical path of the project and actually caused a delay in completion of the project, and such delay claim is verified in writing by the Inspector of Record. Rain day delay claims can only be submitted for actual days of work scheduled to be performed and are exclusive of weekends, holidays and all other days for which work is not actually scheduled to be performed on that day. The Inspector of Record will not be authorized to approve any rain day delay claims unless the Inspector of Record certifies that the rain day actually resulted in the delay of the prosecuting of the scope of work being performed on the project at the time of the rain day. Rain day delay claims will not be approved merely to afford an extension of time of completion of the Contract. Rain day delay claims must be submitted as provided in Paragraph 13.2 above; otherwise, such claim is deemed waived.
14. COMPLETE AGREEMENT: This Contract supercedes any and all agreements either oral or in writing, between the Owner and Contractor with respect to the subject matter herein. The Owner and Contractor acknowledge that no representation by any party which is not embodied herein or any other agreement, statement or promise not contained in the Contract documents shall be valid and binding.
15. COMPLIANCE WITH LAWS AND REGULATIONS: Contractor shall be familiar with, and comply with, the various federal, state and local laws affecting public works, including but not limited to the following:
- 15.1 Prevailing Wage Law:
- Bidders are hereby notified that contractors that manufacture modular buildings at the contractor's permanent off-site facility may be exempt from prevailing wage requirements and bidders should consult with their counsel or the Director of Industrial Relations to determine if the bidder is exempt from prevailing wage laws. If the successful bidder determines that prevailing wage laws are applicable to its work the provision set forth in this Article 15.1 and Article 15.2 apply:
- a. The general prevailing wage rates have been determined by the Director of the State Department of Industrial Relations and it shall be mandatory upon the Contractor to whom the Contract is awarded and upon any subcontractor

to pay not less than these specified rates to all laborers, workers, and mechanics employed by them in the execution of the Contract, all in accordance with the provisions of Sections 1770-1776, inclusive, of the Labor Code. Copies of the general prevailing wage rates are on file at the administrative office of Owner.

- b. It shall be mandatory upon the Contractor and upon any subcontractor under him/her to pay not less than the specified rates to all laborers, workers, and mechanics employed in the execution of the Contract. It is further expressly stipulated that the Contractor shall, as a penalty, to the Owner, forfeit the maximum allowable statutory penalty in effect, for each calendar day, or portion thereof, for each laborer, worker, or mechanic paid less than the stipulated prevailing rates for any work done under this Contract by him/her or by any subcontractor under him/her.
- c. In case it becomes necessary for the Contractor or any subcontractor to employ on the project under this Contract any person in a trade or occupation (except executives, supervisory, administrative, clerical, or other non-manual workers as such) for which no minimum wage rate is herein specified, the Contractor shall immediately determine the prevailing rate for such additional trade or occupation and shall notify the Owner. The Owner will verify the wage rate through the Office of the Labor Commissioner. The minimum rate thus furnished shall be applicable as a minimum for such trade or occupation from the time of the initial employment of the person affected and during the continuance of such employment.

15.2 Wage Records: Pursuant to Section 1776 of the Labor Code, the Contractor is required to submit certified payroll records to the Owner and/or its designee upon request. Payments to the Contractor may be withheld by the Owner until certified payrolls are produced upon request.

- a. Each subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him/her or her in connection with the public work. Certified payroll records must be on the forms provided by the Division of Labor Standards Enforcement or must contain all information required on Division forms. Forms may be obtained from the Division of Labor Standards Enforcement.
- b. The payroll record enumerated under subdivision 1. shall be certified and shall be available for inspection at all reasonable hours at the principal office of the Contractor on the following basis:
 - i. A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or his/her authorized representative on request.

- ii. A certified copy of all payroll records enumerated in subdivision 1. shall be made available for inspection or furnished upon request to the Owner, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the Department of Industrial Relations.
- iii. A certified copy of all payroll records enumerated in subdivision 1. shall be made available upon request by the public for inspection or copies thereof made; provided, however, that a request by the public shall be made through either the Owner, 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 record, reimburse costs of preparation by the Contractor, subcontractors, and entity through which the request was made. The public shall not be given access to the records at the principal office of the Contractor.
- c. Contractor and each subcontractor shall file a certified copy of the records enumerated in this subdivision with the entity that requested the records within ten (10) days after receipt of a written request. Contractor shall immediately forward a copy of the request to Owner as well as copies of all responsive documents.
- d. Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by the Owner, shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address, and social security number. The name and address of the Contractor or subcontractor shall not be marked or obliterated.
- e. The Contractor shall inform the Owner of the location of the records enumerated under this subdivision, including the street address, city and county, and shall, within five (5) working days, provide a notice of a change of location and address.
- f. In the event of noncompliance with the requirement of this section, the Contractor shall have ten (10) days in which to comply subsequent to receipt of written notice specifying in what respects the Contractor must comply with this section. Should noncompliance still be evident after the ten (10) day period, the Contractor shall forfeit, to the Owner, as a penalty the maximum statutory allowable amount 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.

- g. The Contractor shall be responsible for compliance with this section.

15.3 Permits and Licenses:

- a. The Contractor shall obtain and keep current all permits and licenses that are required for the performance of his/hers work by all laws, ordinances, rules and regulations, or orders of any office and/or body lawfully empowered to make or issue the same.
- b. In addition, Contractor shall obtain and keep current all permits and licenses required for the work of improvement and pay all fees relating thereto and shall provide the Owner with documentation of the actual costs expended by Contractor with regard to these items.

15.4 Sales and Payroll Taxes: The Contractor, and each subcontractor and material supplier shall include all sales tax and payroll taxes required by law.

15.5 Responsibility for Compliance with CAL/OSHA:

- a. All work, materials, work safety procedures and equipment shall be in full accordance with the latest Cal/OSHA rules and regulations.
- b. Contractor warrants that he/she and each of his/her subcontractors shall, in performance of this Contract, comply with each and every compliance order issued pursuant to Cal/OSHA. The Contractor assumes full and total responsibility for compliance with Cal/OSHA standards by his/her subcontractors as well as himself/herself. The cost of complying with any compliance order and/or payment of any penalty assessed pursuant to Cal/OSHA shall be borne by the Contractor. Contractor shall defend, save, keep and hold harmless the Owner, and all officers, employees, and agents thereof, from all liabilities, costs, or expenses, in law or in equity, that may at any time arise or be set up because of Contractor's or a subcontractor's non-compliance or alleged non-compliance with Cal/OSHA requirements. Nothing contained herein shall be deemed to prevent the Contractor and his/her subcontractors from otherwise allocating between themselves responsibility for compliance with Cal/OSHA requirements; provided, however, that the Contractor shall not thereby be, in any manner whatsoever, relieved of his/her responsibility to the Owner as hereinabove set forth.

15.6 Apprentices: Contractor agrees to be bound by and comply with the provisions of Sections 1777.5 et seq. of the Labor code in respect to apprentices.

15.7 Hours of Work:

- a. Eight (8) hours of labor shall constitute a legal day's work upon all work done hereunder, and it is expressly stipulated that no worker employed at any time by the Contractor or by a subcontractor or subcontractors under this Contract, upon the work or upon any part of the work contemplated by this Contract, shall be required or permitted to work hereon more than eight (8) hours in any one calendar day except as provided or permitted in Sections 1810 to 1815, inclusive of the Labor Code of California, all the provisions whereof are deemed to be incorporated herein, and it is further expressly agreed that for each and every violation of this stipulation the Contractor shall forfeit to the Owner, as a penalty, \$25.00 for each worker employed in the execution of this Contract by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in violation of the provisions of said sections of the Labor Code.
- b. The Contractor and each subcontractor shall keep an accurate record showing the name of and actual hours worked by each worker employed by him/her in connection with the work contemplated by this agreement. The record shall be kept open at all reasonable hours to inspection by the Owner or its officers or agents and by the Division of Labor Law Enforcement of the Department of Industrial Relations.
- c. Contractor understands that the Project may dictate a non-standard work week, and if required the Project schedule and the scheduling of employees or subcontractors should be adjusted to provide for scheduled work during the non-standard work week schedule, without the incurrence of any additional charges, such as over-time, et cetera.

15.8 Water Pollution Prevention Plan [not applicable]: Contractor shall be responsible for paying the necessary permit fees and complying with State Water Resources Control Board Order No. 99-08-DWQ; 2009-0009-DWQ; NPDES General Permit No. CAS 000004 implementing provisions of the Clean Water Act relating to storm water discharges. Contractor must obtain the necessary permits from the State Water Resources Control Board and develop and implement a Storm Water Pollution Prevention Plan in accordance with the State Water Resources Control Board requirements prior to commencing any portion of construction which will disturb land (i.e.; excavation, grading, etc.). The plan shall address all potential sources of pollutants which may enter the storm water system, it must explain what steps will be taken during construction to minimize the risk of storm water contamination and must address management procedures to be utilized during construction to prevent pollution discharges such as spills, leaking, and dumping.

The plan shall become the property of the Owner. A copy of said plan shall be provided to Owner and upon request Contractor shall certify, in writing, compliance with the relevant rules, regulations and laws. Additional information regarding State Water Resources Control Board requirements can be obtained from State Water Resources Control Board, Division of Water Quality, Attention:

Storm Water Permit Unit, P.O. Box 1977 Sacramento, CA 95812-1977. Telephone Number (916) 657-0903.

- 15.9 Codes and Regulations: All work and materials shall be in full accord with the latest codes, rules and regulations, including but not limited to the following:

Rules of Local Utilities
Calif. Electrical Code
National Board of Fire
Underwriters and/or
State Fire Marshall or
Applicable DSA
Requirements
State Codes and Ordinances

State Industrial Accident
Commission's Safety Orders
Calif. Plumbing Code
Calif. Building Code

Contractor shall hold the Owner harmless for Contractor's failure to comply with any law or regulation affecting Contractor's performance on this project. Certain provisions are set forth herein however, the existence of these provisions does not excuse the Contractor from complying with other statutory requirements or provisions which are not set forth in these Contract documents and it is Contractor's responsibility to be, or become familiar with the various federal, state and local laws which govern Contractor's performance.

16. CONCEALED CONDITIONS: Contractor has examined the job site, the Contract documents, and the applicable building codes, laws, and regulations that govern the conduct of the work and has made such investigation as he/she deems appropriate and therefore assumes all risk and expense in dealing with subsequently discovered concealed conditions that could have been discovered through reasonable and diligent inspection and investigation. In the event Contractor encounters rock, ground water, underground structures, or utilities or other underground or concealed conditions or any hazardous material or condition in the site or existing structures if any, unknown to Contractor, Contractor shall immediately notify Owner and Architect of such condition in writing.

Contractor shall discontinue any work affected by the concealed conditions, shall immediately cover, barricade and protect the subject area and shall obtain further direction from Owner and Architect prior to continuing any work affected by the discovered condition. Should Contractor, his/her subcontractors, or officers, agents or employees proceed without further direction from the Owner and Architect, Contractor does so at his/her own risk and expense.

17. CONDUCT OF WORK: The Contractor shall permit the Owner to do other work in connection with the Owner improvements by Contract or otherwise, and Contractor shall at

all times conduct his/her work so as not to impose hardship on the Owner or others engaged in the work. Contractor shall adjust, correct and coordinate his/her work with the work of others so that no discrepancies shall result in the whole work.

18. CONVICT MADE MATERIALS: No materials manufactured or produced in a penal or correctional institution shall be incorporated in the project under this Contract, except as permitted by California law.

19. DEFINITIONS:

- 19.1 Contractor [REDACTED] also referred to as contractor.
- 19.2 Owner Colusa Unified School District, sometimes referred to as Colusa, District or Owner.
- 19.3 Approval Means written authorization through action of designated representatives of Colusa Unified School District or STUDIO W ARCHITECTS with the authority to approve modifications and construction change directives.
- 19.4 The Contract Documents The General Construction Contract between Colusa Unified School District and CONTRACTOR including these General Conditions, drawings, specifications, instructions, requirements contained in bid documents, bond documents and modifications to the contract documents executed after execution of the Contract. A modification is a written amendment to the contract signed by both parties, a change order, a construction change directive or written order for minor change in the work issued by the Architect. The Contract or contract documents collectively form the contract. The contract represents the entire and integrated agreement between the Parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The contract documents may be amended or modified only by written modification.
- 19.5 Construction Manager Construction Manager and Project Manager are synonymous.
- 19.6 Days All references to “days” in the Contract documents shall mean calendar days unless otherwise specified.
- 19.7 Professional Inspector is the individual retained by the Owner to inspect the work for compliance with plans and specifications and laws and regulations.
- 19.8 The Drawings are graphic and pictorial portions of the Contract Documents prepared for the Project and approved changes thereto, where located and whenever issued, showing the design, location, and scope of work, generally including plans, elevations, sections, details, schedules, and diagrams as drawn or approved by the Architect.
- 19.9 Emergency shall be defined as a sudden, unexpected occurrence, involving a clear and imminent danger, demanding immediate action to prevent or mitigate loss of, or damage to, life, health, property, or essential public services. Emergencies include such occurrences as fire, flood, earthquake,

or other soil or geologic movements, as well as such occurrences as riot, accident, or sabotage.

- 19.10 The Project is the complete manufacture of the modular buildings performed in accordance with the Contract Documents.
 - 19.11 The Project Manual is the volume assembled for the Work which may include, without limitation, the bidding requirements, sample forms, Conditions of the Contract, and Specifications.
 - 19.12 Safety Orders are those issued by any cognizant city, county, state or federal agency
20. DEFERRED APPROVALS: Contract Documents which require deferred approval items are meant to be for illustration purposes only. Contractor is responsible for all deferred approval requirements set forth in the Contract Documents. Contractor is responsible for complying with all laws, building codes, and regulations necessary to obtain all necessary approvals. Contractor shall not be granted an extension of time for failure to obtain necessary approvals due to failure to comply with laws, building codes, and other regulations (including Title 24 of the California Code of Regulations). Contractor shall schedule all deferred approval items in its progress schedule pursuant to Article 37. If Contractor fails to include deferred-approval items in its schedule which results in a critical path delay, then Contractor shall be subject to the assessment of liquidated damages.
21. DIMENSIONS: All dimensions throughout the drawings are to be calculated. Where doubts as to a dimension exist, the Architect shall determine the correct dimensions.
22. OWNER'S REMEDIES FOR DEFECTIVE CONSTRUCTION AND/OR DEFICIENT PERFORMANCE: In addition to any other remedy afforded to Owner by law, the Owner may exercise, at its option, any remedy, or combination thereof, set forth herein as follows:
- 22.1 Faulty Labor and Materials:
 - a. Neither final payment nor any provision in the Contract documents shall relieve the Contractor of responsibility for faulty materials or workmanship, and unless otherwise specified, he/she shall remedy any defects due thereto and pay for any damages to other work, resulting therefrom which shall appear within the warranty period.
 - b. If it is necessary in order to protect persons or property or, in the alternative, if the Owner deems it expedient to correct work damaged or not done in accordance with the Contract, Owner may correct said work and deduct from monies otherwise due Contractor, a sum sufficient to compensate Owner for correction of the damage or improperly installed work.
 - 22.2. Condemned Materials:
 - a. The Contractor shall promptly remove from the premises all work condemned by the Inspector or Architect as failing to conform to the

Contract, whether incorporated or not, and the Contractor shall promptly replace and re-execute the work in accordance with the Contract and without expense to the Owner and shall bear the expense of making good all work of other Contractors destroyed or damaged by such removal or replacement.

- b. If the Contractor does not remove such condemned work within a reasonable time, fixed by written notice, the Owner may remove it and may store the material at the expense of the Contractor. If the Contractor does not pay the expense of such removal within ten (10) days time thereafter, the Owner may, upon ten (10) days written notice, sell such materials at auction or at private sale and shall account for the net proceeds thereof, after deducting all the costs and expenses that should have been borne by the Contractor. In the event the net proceeds are not sufficient to compensate for the costs and expenses that should have been borne by Contractor, Owner may deduct from monies otherwise due Contractor a sum sufficient to compensate for the costs and expenses that should have been borne by the Contractor.

22.3 The Owner's Right to Perform Work: If the Contractor neglects to prosecute the work properly or fails to perform any provision of, or fails to correct work in accordance with the Contract documents, the Owner, by written order, may order the Contractor to stop the work or any portion thereof, until the cause for such order has been eliminated; however, if Contractor fails to correct the cause, or fails to make satisfactory arrangements with the Owner to correct the cause for the order within seven (7) calendar days of the written order, the Owner may, without prejudice to any other remedy Owner may have, correct such deficiencies or causes for said order and may deduct the cost thereof from the payment then or thereafter due the Contract. The right of the Owner to stop work shall not give rise to a duty on the part of the Owner to exercise it's right for the benefit of the Contractor or for any other person or entity and in times of such work stoppage, Contractor shall be responsible for continuing job safety and job security.

22.4 TERMINATION BY THE OWNER FOR CONVENIENCE:

- a. The Owner may terminate the performance of Work under this Contract in accordance with this clause in whole, or from time to time in part, whenever the Owner shall determine that such termination is in the best interest of the Owner. Any such termination shall be affected by delivery to the Contractor of a Notice of Termination specifying the extent to which performance of the Work under the Contract is terminated, and the date upon which such termination becomes effective. After receipt of a Notice of Termination, and except as otherwise directed by the Owner, the Contractor shall:
 - i. Stop Work under the Contract on the date and to the extent specified in the Notice of Termination.

- ii. Place no further orders or subcontracts for materials, services or facilities except as necessary to complete the portion of the Work under the Contract which is not terminated.
- iii. Terminate all orders and subcontracts to the extent that they relate to the performance of the Work terminated by the Notice of Termination.
- iv. Assign to the Owner, in the manner and at the times, and to the extent directed by the Owner, all of the right, title and interest of the Contractor under the orders and subcontracts so terminated. The Owner shall have the right, in its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.
- v. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts with the approval or ratification of the Owner, in writing, and to the extent it may require. Its approval or ratification shall be final for all purposes of this clause.
- vi. Transfer title to the Owner, and deliver in the manner, at the times, and the extent, if any, directed by the Owner, (a) the fabricated and unfabricated parts, Work in process, completed Work, supplies and other material produced as a part of, or acquired in connection with the performance of, the Work terminated by the Notice of Termination; and (b) the completed or partially completed drawings, information and other property which, if the Contract had been completed, would have been required to be furnished to the Owner.
- vii. Use its best efforts to sell, in the manner, at the times, to the extent, and at the prices or prices that the Owner directs or authorizes, any property of the types previously referred to herein, but the Contractor (a) shall not be required to extend credit to any purchaser; and (b) may acquire such property under the conditions and at a price or prices approved by the Owner. The proceeds of any such transfer or disposition shall be applied in reduction of any payments to be made by the Owner to the Contractor under this Contract or shall otherwise be credited to the price or cost of the Work covered by this Contract or paid in such other manner as the Owner may direct.
- viii. Complete performance of such part of the Work as shall not have been terminated by the Notice of Termination; and
- ix. Take such action as may be necessary, or as the Owner may direct, for the protection and preservation of the property related to this Contract which is in the possession of the Contractor and in which the Owner has or may acquire an interest.

- b. After receipt of a Notice of Termination, the Contractor shall submit to the Owner its termination claim, in the form and with the certification the Owner prescribes. Such claim shall be submitted promptly but in no event later than one (1) year from the effective date of termination, unless one or more extensions in writing are granted by the Owner upon request of the Contractor made in writing within such 1-year period or authorized extensions. However, if the Owner determines that the facts justify such action, it may receive and act upon any such termination claim at any time after such 1-year period or extension. If the Contractor fails to submit his/her/its termination claim within the time allowed, the Owner may determine, based on information available to the Owner, the amount, if any, due to the Contractor because of the termination. The Owner shall then pay the Contractor the amount so determined.
- c. Subject to the previous provisions, the Contractor and the Owner may agree upon the whole or any part of the amount or amounts to be paid to the Contractor because of the total or partial termination of the Work under this Paragraph. The amount or amounts may not include profit on Work not performed to date but may include profit on Work completed up to the time of Notice of Termination. However, such agreed amount or amounts, exclusive of settlement costs, shall not exceed the total Contract price as reduced by the amount of payments otherwise made and as further reduced by the Contract price of Work not terminated. The Contract shall be amended accordingly, and the Contractor shall be paid the agreed upon amount.
- d. If the Contractor and Owner fail to agree, as the previous subparagraph provides, on the whole amount to be paid to the Contractor because of the termination of Work hereunder, the Owner shall determine, on the basis of information available to the Owner, the amount, if any, due to the Contractor by the reason of the termination and shall pay to the Contractor the amounts determined as follows:
 - i. For all Contract Work performed before effective date of Notice of Termination, the total (without duplication of any items) of:
 - 1) The cost of such Work.
 - 2) The cost of settling and paying claims arising out of the termination of Work under subcontractors or orders as previously provided. This cost is exclusive of the amounts paid or payable on account of supplies or materials delivered or services furnished by the Contractor before the effective date of the Notice of Termination. These amounts shall be included in the cost on account of which payment is made for the cost of Work previously provided; and

- 3) A sum, as profit on the cost of the Work completed to the time of receipt of the Notice of Termination, that the Owner determines to be fair and reasonable. But, if it appears that the Contractor would have sustained a loss on the entire Contract had it been completed, no profit shall be included or allowed, and an appropriate adjustment shall be made reducing the amount of the settlement to reflect the indicated rate of loss; and
- ii. The reasonable cost of the preservation and protection of property incurred as previously provided. The total sum to be paid to the Contractor shall not exceed the total Contract price as reduced by the amount of payments otherwise made and as further reduced by the Contract Price of Work not terminated. Except for normal spoilage, and except to the extent that the Owner shall have otherwise expressly assumed the risk of loss, there shall be excluded from the amounts payable to the Contractor the fair value, as determined by the Owner, of property which is destroyed, lost or stolen or damaged to the extent that it is undeliverable to the Owner, or to a buyer as previously provided.
- e. The Contractor shall have the right to dispute as provided hereinafter in the subparagraph entitled “remedies” from any determination the Owner makes under the previous subparagraphs. But, if the Contractor has failed to submit its claim within the time provided and has failed to request an extension of such time, it shall have no such right of appeal. In any case where the Owner has determined the amount owed, the Owner shall pay to the Contractor the following:
 - i. If there is no right of appeal hereunder or if timely appeal has been taken, the amount so determination by the Owner; or
 - ii. If a “remedies” proceeding is initiated, the amount finally determined in such “remedies” proceeding.
- f. In arriving at the amount due the Contractor under this clause there shall be deducted:
 - i. All unliquidated advance or other payments on account theretofore made to the Contractor, applicable to the terminated portion of the Contract.
 - ii. Any claim which the Owner may have against the Contractor in connection with the Work; and

- iii. The agreed price for, or the proceeds of sale of, any materials, supplies or other things kept by the Contractor or sold under the provisions of this clause and not otherwise recovered by or credited to the Owner.
 - g. If the termination hereunder be partial, before the settlement of the terminated portion of this Contract, the Contractor may file with the Owner a request in writing for an equitable adjustment of the price or prices specified in the Contract relating to the continued portion of the Contract. Such equitable adjustment as may be agreed upon shall be made in the price or prices. Nothing contained herein shall limit the right of the Owner and the Contractor to agree upon the amount or amounts to be paid to the continued portion of the Contract when the Contract does not contain an established Contract price for the continued portion.
 - h. Remedies: All claims, counterclaims, disputes and other matters in question between the Owner and Contractor arising out of or relating to this Contract or its breach will be decided by way of arbitration as set forth herein or in a court of competent jurisdiction within the State of California.
 - i. The Contractor understands and agrees that the forgoing termination of Contract for convenience provisions shall be interpreted and enforced pursuant to cases interpreting and enforcing similar provisions in federal procurement Contracts.
23. INDEPENDENT CONTRACTOR: Contractor and Owner agree that there is no agency or employment relationship between Owner and Contractor, or any of Contractor's officers, agents or employees or subcontractors and that Contractor in performing its Contract obligations acts entirely as an independent contractor.
24. INSPECTION BY OWNER: The Contractor shall always maintain proper facilities and provide safe access for inspection by the Owner to all parts of the work, and to the shops wherein the work is in preparation. Where the Specifications require work to be specially tested or approved, it shall not be tested or covered up without timely notice to the Owner of its readiness for inspection and without the approval thereof or consent thereto by the latter. Should any such work be covered up without such notice, approval, or consent, it must, if required by Owner, be uncovered at Contractor's expense for examination. Contractor shall pay for any necessary retesting and/or re-inspection required because of work that fails to comply with the requirements of the Contract documents.
- 24.1 Contractor must request all inspections, in writing, using the Inspection Request Form provided by the Owner. Contractor shall also make all such requests for inspection on no less than twenty-four (24) hours' notice.
25. INSURANCE: The Contractor shall not commence work under this Contract until he/she has obtained all insurance required by these General Conditions and which insurance has been approved by the Owner and copies of certificates of such insurance are filed with the Owner.

The Contractor shall not allow any subcontractor to commence work without first providing evidence of insurance in accordance with contractor's standard subcontract agreement. Three (3) copies of insurance certificates evidencing the required coverage shall be furnished to the Owner. Certificates of insurance must indicate that the coverage cannot be reduced or canceled until THIRTY (30) days written notice has been furnished Owner. Such insurance shall name Owner, its officers, agents, and employees as additional insured. Contractor's liability insurance policy shall be endorsed as primary insurance.

25.1 Liability Insurance: The Contractor shall carry Bodily Injury Liability Insurance in an amount not less than \$2,000,000 combined single limit, per occurrence, \$3,000,000 aggregate. Contractor shall carry Automobile Liability Insurance in an amount not less than \$1,000,000. Contractor's insurance SHALL BE ENDORSED AS PRIMARY. **Owner, its officers, agents, Architects, and employees shall be named as ADDITIONAL INSUREDS.**

25.2 Workers' Compensation Insurance: The Contractor shall comply with the Workers' Compensation Insurance requirements of the State of California. The Contractor shall take out and maintain during the life of this Contract, Workers' Compensation Insurance and Employer's Liability Insurance for all of his/her employees employed at the site of the project and, in case any work is sublet, the Contractor shall require all subcontractor to provide Workers' Compensation Insurance and Employer's Liability Insurance for all of the latter's employees unless such employees are covered by protection afforded by the Contractor.

In signing this Contract, the Contractor makes the following certification:

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

25.3 Builders Risk/ "All Risk" Insurance: The Contractor, during the progress of the Work and until final acceptance of the Work by Owner shall maintain Builder's Risk/"All Risk," course-of-construction insurance issued on a completed value basis on all insurable Work included under the Contract Documents. Coverage is to provide extended coverage and insurance against vandalism, malicious mischief, perils of fire, sprinkler leakage, civil authority, sonic boom, collapse, wind, lightning, smoke, riot, debris removal (including demolition), and reasonable compensation for the Architect's services and expenses required as a result of such insured loss upon the entire Work which is the subject of the Contract Documents, including completed Work and Work in progress to the full insurable value thereof. Such insurance shall include the Owner, the Architect and the Construction Manager as an additional named insured and any other person with an insurable interest designated by the Owner as an additional named insured.

The Contractor shall submit to the Owner for its approval all items deemed to be

uninsurable. The risk of the damage to the Work due to the perils covered by the Builder's Risk/All Risk" Insurance, as well as any other hazard which might result in damage to the Work, is that of the Contractor and the surety, and no claims for such loss or damage shall be recognized by the Owner nor will such loss or damage excuse the complete and satisfactory performance of the Contract by the Contractor.

25.4 All policies and certificates of insurance of the Contractor shall contain the following clauses:

- a. Insurers have no right of recovery or subrogation against the Owner (including its agents and agencies as aforesaid), it being the intention of the parties that the insurance policies so effected shall protect both parties and be the primary coverage for any and all losses covered by the above-described insurance.
- b. The clause "other insurance provisions" in a policy in which the Owner is named as an insured, shall not apply to the Owner.
- c. The insurance companies issuing the policy or policies shall have no recourse against the Owner (including its agents and agencies as aforesaid) for payment of any premiums or for assessments under any form of policy.
- d. Any and all deductibles in the above-described insurance policies shall be assumed by and be the account of, the Contractor.

25.5 Indemnification:

- a. Contractor will indemnify and hold harmless Owner, Pioneer Union School District, its Board of Trustees, and Owners officers, agents, and employees from and against all claims, damages, losses, demands, liability, costs and expenses including reasonable attorney fees to the extent arising out of or resulting from the performance of this Contract or the prosecution of work under it, whether such claims, damages, losses, demands, liabilities, costs and expenses are caused by the Contractor, Contractor's agents, servants or employees or subcontractors employed on the project, the agents, servants or employees or any person or persons or products installed on the project by the Contractor or subcontractors.
- b. Contractor at its own expense and risk shall defend any and all actions, suites, or other legal proceedings that may be brought or instituted against Owner, its officers, agents, and employees or any such claims, damages, losses, demands, liabilities, costs or expenses to the extent Contractor is the cause for said actions, suits or legal proceedings.
- c. The indemnification obligations hereunder shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractors under workers'

compensation acts, disability benefit acts or other employee benefits acts; however, the obligations of the Contractor hereunder shall not extend to the liability of the Architect, his/her agents or employees arising out of (a) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications or (b) the giving of directions or instructions by the Architect, his/her agents or employees, provided such giving is the primary cause of the injury or damage. Contractor shall not be obligated to the Owner hereunder if such injury, harm or damage is caused by the Architect.

- d. This indemnification provision shall be applicable to any infringement or alleged infringement of the patent rights of any person or persons, firm or corporation in consequence of the use thereof by the Contractor. Notwithstanding any of the above, the Contractor shall whenever it is necessary keep and maintain at his/her sole cost and expense during his/her operations under this Contract such warnings, signs, and barriers as may be required to protect the public. The provisions of the preceding sentence shall not impose any liability upon Owner or the Architect or the Owners officers, agents and employees.
- e. This indemnification provision shall also extend to claims, damages, losses, demands, liabilities, costs and expenses for injury, harm, or damage occurring after completion of the project as well as during the work's progress. In each and every instance in which the Contractor is required to indemnify or hold the Owner harmless, that obligation includes the obligation to defend the Owner.

26. INTERPRETATION OF CONTRACTS/DRAWINGS/SPECIFICATIONS:

- 26.1 The construction documents, including the drawings and specifications are to be read as an integrated document. The Contractor shall immediately report to the Architect any discrepancies or errors which are contained within the documents. Figured dimensions shall be followed and the Contractor shall make all additional measurements necessary for the work and shall be responsible for their accuracy. Before ordering any material or doing any work, the Contractor shall verify all measurements and shall be responsible for the correctness of same. It is the intent of the drawings and specifications to show and describe complete installations. Items shown but not specified or specified but not shown shall be included unless specifically omitted. The Contract documents, including the drawings and specifications, shall be deemed to include and require everything necessary and reasonably incidental to the completion of all work described and indicated on the drawings whether particularly mentioned or shown or not. Work indicated on the drawings and not mentioned in the specifications, or vice versa, shall be furnished as though fully set forth in both. In case of disagreement or conflict between or within standards, specifications, and drawings, the most stringent, higher quality and greater quantity of work shall be included in the bid.

- 26.2 If an error(s) appears in the drawings or specifications or in work done by others affecting this work, the Contractor shall immediately notify the Architect in writing. If the Contractor proceeds with the work so affected without having given such written notice and without receiving the necessary approval, decision or instructions in writing from Architect, then he/she shall not have a valid claim against the Owner for the cost of proceeding and shall make good any resulting damage or defect. No oral approval, decision, or instruction shall be valid or be the basis for any claim against the Owner, its officers, employees or agents. The foregoing includes typographical errors in the specifications or notational errors in the drawings where the interpretation is doubtful or where an error exists, and the error is sufficiently apparent as to place a reasonably prudent Contractor on notice that should he/she elect to proceed, he/she is doing so at his/her own risk.

27. LAYING OUT OF WORK:

- 27.1 The Contractor shall layout all work and be responsible for all lines, elevations and measurements of buildings, utilities, and other work executed under the Contract. He/she shall verify figures and elevations shown on the Drawings before laying out work and will be held responsible for any error resulting from his/her failure to do so. Cost of surveying services required to establish and check property elevations and to correctly locate and establish property and construction lines, streets, sidewalks, curbs, etc., shall be included in the Contract sum.
- 27.2 Where work of one trade joins or is on other work, there shall be no discrepancy when said is completed. In engaging one kind of work with another, marring or damaging same will not be permitted. Should improper work of any trade be covered by another that results in damage or defects, the whole work affected shall be made good by the Contractor without expense to the Owner.
- 27.3 The Contractor shall consult the other Contractors on the project, if any, and the Architect, regarding the installation of such other Contractor's work before starting the various phases of his/her work, to avoid the possibility of the removal of his/her work to permit others to install their work.
- 27.4 Assistance required by the Architect in obtaining measurements or information on the work shall be furnished fully and efficiently by the Contractor.

28. LIQUIDATED DAMAGES: The Owner and Contractor understand and agree that if the manufactured modular buildings are not completed within the time of completion required by this Contract, the Owner will suffer damage. The parties agree that it will be impractical and infeasible to determine the amount of actual damage and, therefore, it is agreed that Contractor shall pay to Owner as fixed and liquidated damages, and not as a penalty, the sum of \$1,000 for each calendar day of delay until all work is completed and accepted. Contractor and Owner agree that the sum fixed as liquidated damages is a reasonable and good faith estimate of the actual amount necessary to compensate Owner for damages incurred as the result of delay when viewed prospectively upon the making of this Contract. Contractor and his/her surety shall be liable for the amount thereof, which shall be deducted

from any payments due to or to become due to Contractor. Contractor understands and agrees that nothing set forth in these Contract Documents shall be construed to limit the Owner's right to collect actual damages and the Owner shall have the option to exercise all other remedies afforded by law including, but not necessarily limited to, recovery of actual damages that the Owner incurs as a result of any delay in performance.

29. MANUFACTURER'S MAINTENANCE INSTRUCTIONS, MANUAL AND WARRANTIES: Notwithstanding Contractor's warranties as identified in these Contract documents, Contractor shall provide to Owner all relevant manuals, instructions and manufacturer warranties for all equipment, systems, and appliances installed in the project, including, but not limited to, automatic sprinklers, kitchen appliances, heating, air conditioning, and ventilation systems, climate control systems, energy monitoring/ control systems, alarms, automatic lighting systems, elevators, etc. In addition, Contractor or his/her manufacturer, representative or other agent shall provide Owner designee(s) with initial, basic instruction in the operation of any installed equipment/system(s).

30. MATERIALS:

30.1. New Materials: Materials shall be new and of quality equal to that specified. When not particularly specified, materials shall be the best of their class or kind. The Contractor shall, if required, submit satisfactory evidence as to the kind and quality of material. Price, fitness and quality being equal, preference shall be given to products made in California. If a conflict(s) exists in the drawings or specifications regarding the type, kind or quality of materials to be used, the conflict shall be resolved in favor of using the superior type, kind or quality material unless use of the inferior type, kind or quality of material is authorized in writing by the Owner.

30.2. Non-Utilization of Asbestos Material:

- a. No asbestos or asbestos containing products shall be used in this construction or in any tools, devices, clothing or equipment used to affect this construction. Asbestos and/or asbestos containing products shall be defined as all items but not limited to chrysotile, crocidolite, amosite, anthophyllite, tremolite and actinolite. All material containing greater than one tenth of one percent ($>.1\%$) asbestos shall be defined as asbestos-containing material. Any disputes involving the question of whether material contains asbestos shall be settled by electron microscopy. The costs of any such tests shall be paid by the Contractor. All work or materials found to contain asbestos, or work or material installed with asbestos containing equipment will be immediately rejected and this work will be removed at no additional cost to Owner.
- b. Decontamination and removal of work found to contain asbestos, or work installed with asbestos containing equipment shall be done only under the supervision of a qualified consultant, knowledgeable in the field of asbestos abatement and accredited by the Environmental Protection Agency. The asbestos removal contractor shall be an EPA accredited contractor qualified

in the removal of asbestos and shall be chosen and approved by the asbestos consultant who shall have the sole discretion and final determination in this matter. The asbestos consultant shall be chosen and approved by the Architect or the Owner who shall have sole discretion and final determination in this matter. The work will not be accepted until asbestos contamination is reduced to levels deemed acceptable by the asbestos consultant.

- c. Costs of all asbestos removal, including but not necessarily limited to the cost of the asbestos consultant, analytical and laboratory fees, time delays, additional costs as may be incurred by the Owner and/or its agent(s) shall be borne entirely by the Contractor.
- d. Contractor shall execute a declaration under penalty of perjury that no asbestos or asbestos containing products have been utilized in the project. In addition, Contractor shall certify that no lead-based paint has been used in the project. Said declaration shall be provided to Owner at the project closeout.

30.3. Equals:

- a. Wherever in the Contract documents any material or process is indicated or specified by patent or by proprietary name or by name of manufacturers, and except where any material or product is expressly specified for the purpose of maintaining uniformity of design or function and designated as no substitutes allowed, such specifications are used for the purpose of facilitating the description of the materials or processes desired and are in no way intended to restrict bidding. Such specifications shall be deemed to be followed by the words "or equal", and the Contractor may offer any material or process which shall be equal in every respect to that indicated or specified; provided, however, that if the material, process or article offered by the Contractor is deemed to not be equal in every respect to that specified by the Owner, at the Owner's discretion, then the Contractor must furnish the material or article specified, or one that in the opinion of the Architect is the quality thereof in every respect. The burden of persuasion of equality to the satisfaction of the Architect shall be solely upon the Contractor. Requests for equals shall be submitted not later than 35 days after signing the contract so as to avoid delay, and in no event will the time for completion of the project be extended on account of request for an equal. Failure to submit requests for equals in accordance with this article shall constitute a waiver of the right to substitute equals for specified items. Requests shall be made on a form provided by the Architect.
- b. The Contractor shall submit for approval to the Architect/Engineer and Owner, a list of all materials proposed to be used which differ in any respect from materials specified. This list shall include all materials which are proposed by the subcontractors as well as by the Contractor, for use in work under the Contract, whether specifically mentioned in the specifications.

- c. The list must also include the cost figures received by the Contractor for the material or materials which are submitted for approval as an equal, together with the cost figures of the specified material or materials for which equals are proposed. Failure to propose any item prior to the commencement of work, and within the time specified after the signing of the Contract, will be deemed sufficient cause for denial of the request for use of a proposed equal.
- d. If, after the Architect has favorably reviewed materials or equipment, it is found that the materials or equipment presented and favorably reviewed for use are not justifiably equal in quality and performance to the product originally specified, the Architect retains the right to revoke said favorable review, and to reject the materials or equipment without any additional cost.
- e. All materials shall be delivered to ensure speedy and uninterrupted progress of the work. Materials shall be stored to cause no obstruction and so as to prevent overloading of any portion of the structure on work site, and the Contractor, regardless of whether he/she stores materials on or off the site, shall be entirely responsible for damage or loss by weather, theft, vandalism, or other causes.
- f. After the Contract has been executed, the Owner and the Architect will consider a formal request for the substitution of products in place of those specified only under the conditions set forth in the Contract documents.

By making requests for equals or substitutions, the Contractor:

- i. represents that the Contractor has personally investigated the proposed substitute or equal product and determined that it is equal or superior in all respects to the product specified.
- ii. represents that the Contractor will provide the same warranty for the equal or the substitution that the Contractor would for the product specified.
- iii. certifies that the cost data presented is complete and includes all related costs under this Contract except the Architect's redesign costs, and waives all claims for additional costs related to the equal or the substitution which subsequently became apparent; and
- iv. will coordinate the installation of the acceptable equal or substitute, making such changes as may be required for the work to be complete in all respects.
- v. early occupancy shall not in any way affect the warranties provided pursuant to this contract.

- vi. all requests for substitution of proposed equals shall be accompanied by a substitution request form as provided by the Architect.
 - vii. represents that the proposed substitution does not affect dimensions unless shown on drawings and does not require design changes in the Contract documents.
 - viii. represents that the Contractor will pay for changes to the building design, including engineering design, detailing and construction costs caused by the requested substitution.
 - ix. represents that the proposed substitution will have no adverse affect on the work, the schedule, or specified warranty requirements; and
 - x. represents that maintenance and service parts will be readily available for the proposed substitution.
31. MODIFICATION: The manufactured modular buildings under this Contract, including all Contract documents therein, may be modified by mutual consent and in writing only.
32. NOTICE AND SERVICE THEREOF: 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 a duly authorized representative of such party. Any such notice shall not be effective for any purpose whatsoever unless served in the following manner, (a) if the notice is given to the Owner, by personal delivery thereof to the Facility Planner of said Owner, or by depositing the same in the United States mail, enclosed in a sealed envelope, addressed to the Owner, postage prepaid and registered; (b) If the notice is given to the Contractor, by personal delivery thereof to said Contractor or to his/her duly authorized representative at the site of the project, or by depositing the same in the United States mail, enclosed in a sealed envelope, addressed to Contractors business address, postage prepaid and registered; and (c) if the notice is given to the surety or any other person, by personal delivery to such surety or other person, or by depositing same in the United States mail, enclosed in a sealed envelope, postage prepaid and registered.
33. OCCUPANCY PRIOR TO COMPLETION:
- 33.1. **[not applicable]** The Owner reserves the right to occupy, on written notice, any portion of the work at any time before completion and while work is in progress. In the event of such occupancy, the Contractor shall provide, without additional cost to the Owner, suitable protection by means of fencing, barriers, posted signs or other methods as required to prevent persons other than those directly connected with the work from entering remaining areas where continuing work is being conducted, vehicles are operating, or materials are stored.
- a. Such occupancy by the Owner prior to final acceptance shall not be construed by the Contractor as being an acceptance of that part of the project so

occupied, nor shall the Contractor be entitled to, or make demand for, additional compensation or extension of time because of such occupancy.

- b. Such occupancy by the Owner prior to final acceptance shall not be deemed to constitute a waiver of existing claims on behalf of the Owner or Contractor against each other.
- c. The metered cost of electricity, water, fuel, etc., for the occupied portions will be borne by the Owner from the start of such occupancy.
- d. The Contractor shall not be held responsible for any damage to the occupied portions of the project resulting from such occupancy by the Owner, unless attributed to the Contractor's failure to comply with subdivision a. above.
- e. Use and occupancy by the Owner prior to final acceptance shall not relieve the Contractor of his/her responsibility to provide and maintain all insurance and bonds required of the Contractor under the Contract until the work is completed and accepted by the Owner.

34. OVERLOADING:

34.1. If the Contractor shall cause, permit, or allow any part of the building or buildings to be overloaded by storing, piling or setting thereon any material or equipment, or by performing thereon any of his/her work, he/she shall do so at his/her sole risk, and he/she shall be solely responsible for any and all loss, damage, and/or injury arising or resulting therefrom.

34.2. All materials brought onto the site shall be stacked up in an orderly manner in a designated area not in conflict with the area where work is being performed.

35. PAYMENT: Contractor understands and agrees that all Applications for Payment must be submitted to District using pay application forms approved in writing by District for use with the project and must be accompanied by any and all other information required by any other provision of the Contract Documents (e.g., cash allowances, change orders, current schedule of values, et cetera). Pay Applications that are not submitted on the proper form or accompanied by any other documentation required by the Contract Documents will not be considered complete and will be returned to Contractor for correction and resubmission. Once the Pay Application is considered complete, all Pay Application requests shall be processed as follows:

35.1. Certificates of Payment: Subject to other conditions of these specifications, within seven (7) days after receipt of Contractor's monthly request for payment on account, during the progress of the work, the Architect shall issue certificates authorizing payment on account of the Contract, for labor and materials actually incorporated in place in the building in a satisfactory manner or stored in an insured or bonded storage facility or warehouse, in a sum not to exceed ninety-five percent (95%) of a reasonable value of such temporarily accepted work.

35.2. Progress Payments: If the District fails to make a progress payment within thirty (30) days after receipt of an undisputed and properly submitted payment request from Contractor, the District shall pay interest to Contractor in the amount required by law.

- a. Any payment request determined not to be a proper request suitable for payment shall be returned to the Contractor as soon as practical, but not later than seven (7) days after receipt. A request returned pursuant to this paragraph shall be accompanied by a document setting forth the reasons in writing why the payment request is not proper.
- b. A properly submitted payment request shall be defined as the date upon which the District receives a payment request, certified in accordance with this Contract.

For purposes of this section, a "progress payment" includes all payments due contractors, except that portion of the final payment designated by the contract as retention earnings.

35.3 Proof of Value: Contractor shall submit to the Architect and to the Inspector vouchers or other satisfactory proof of the value of any work for which he/she claims payment on such account, and receipts showing that progress payments have been duly made on such contracts, and for materials furnished.

35.4. Inspector's Confirmation: All estimates of work performed during the preceding calendar month and all requests for payment thereof or for partial payment on account of equipment delivered but not installed, as herein provided for, shall be certified by the Inspector and countersigned by him/her before any certificate shall be given to Architect. If errors are found in a request for payment, the errors shall be corrected by the Contractor, and the request resubmitted to the Architect and Inspector for approval, bearing the date of same as corrected.

35.5. Final Certificates: When the work is ready for acceptance by the District Contractor shall submit a request for final payment, the Architect shall so certify in writing to the Board of Trustees, and a certificate of acceptance will be issued to the Contractor which will bring his/her progress payment up to ninety-five percent (95%) of the Contract price, less sums withheld for liquidated damages, if any.

35.6. Final Payment: A Notice of Completion will be filed by the district upon completion and acceptance of the work. Thirty-five (35) days after filing of such notice of completion payment due under the Contract, less amounts in satisfaction of stop notices and incomplete punch list items will become due the Contractor and the Architect shall so certify to the district authorizing the final payment. District may withhold any reasonable sums payable to Contractor for any work that was not completed or that is defective and ordered to be replaced, final payment for withholdings to be made when certified by the Architect in writing to District. A

reasonable sum shall be defined as 150% of the amount of money necessary to complete or correct the work.

- 35.7. Stop Notices: District shall withhold, from the next following payment to Contractor, 150% of any amount claimed in a stop notice timely filed with the district. Amounts withheld shall only be paid upon a valid release of stop notice or other resolution pursuant to governing law. Disputes regarding the validity of stop notices shall be resolved pursuant to governing law and shall not be subject to the dispute resolution provisions set forth in Public Contracts Code Section 20104 and these contract documents. Neither the final payment nor any part of the retained percentage shall become due until the Contractor delivers to the district a complete release of all stop notices arising out of this Contract, but the Contractor may, if any subcontractor refuses to furnish a release, furnish a bond satisfactory to the district, to indemnify District against any stop notice.

Contractor understands and acknowledges that public property is not subject to liens but that a subcontractor may file a stop notice with the district. Contractor shall inform all subcontractors regarding the invalidity of liens on public property and in the event a subcontractor erroneously records a lien against public property, Contractor shall remove or bear the expense incurred by District in removing the invalid lien, including all costs and reasonable attorney fees.

- 35.8. Payments Withheld: The Owner may withhold payment to such extent as may be necessary to protect the Owner from loss on account of:
- a. Defective work not corrected.
 - i. Payment for defective work shall not be made unless and until Contractor provides written notice from its surety that surety waives the right to claim exoneration based on payment for defective work.
 - b. Claims filed, or reasonable evidence indicating the probable filing of claims.
 - c. Failure of the Contractor to make payments properly to subcontractors for material or labor.
 - d. Conditions indicating that the Contract cannot be completed for the unpaid balance.
 - e. Damage to another Contractor.
 - f. Delays in progress toward completion of the work, with the stipulated amount of liquidated damages being withheld for each day of delay for which no extension is granted.

- 35.9. Off-Setting Obligations: Owner may offset against payments any monetary obligation from Contractor to Owner whether the obligation arises out of this project or otherwise.
36. PRE-CONSTRUCTION CONFERENCE: Prior to start of manufacture a conference will be called for the purpose of reviewing the manufacturing construction program with the Contractor's representative. At the conference, detailed program, sequence of work, and methods of access to work site shall be reviewed. Representatives of the Owner, Architect, and Contractor shall be named, and Owner will establish requirements for request of payments, procedures for correspondence, etc.
37. PROGRESS SCHEDULE:
- 37.1 This section includes the preparation and submission of the schedules and reports specified herein, including the up-to-date maintenance thereof as required. Progress payments to the Contractor shall be withheld by the Owner until schedules are up to date.
- 37.2 Construction Schedule General Requirements: Contractor shall prepare and submit a detailed critical path method (CPM) schedule for Owner improvements within five (5) calendar days of the formal notice to proceed.
38. PROTECTION OF WORK AND PROPERTY:
- 38.1 The Contractor shall continuously maintain adequate protection of all his/her work from damage and shall protect the Owner's property from injury or loss arising in connection with this Contract. Contractor shall make good any such damage, injury or loss, except such as may be directly due to errors in the Contract documents or caused by agents or employees of the Owner. Contractor shall adequately protect adjacent property as provided by law and the Contract documents.
39. QUALIFICATIONS FOR EMPLOYMENT:
- 39.1 No person under the age of 18 years of age and no person currently serving sentence in a penal or correctional institution shall be employed to perform any work under this Contract, unless, under the discretion of Owner, the safety of facility users is protected by one or more of the following methods:
- a. The installation of a physical barrier at the worksite to limit contact with community users of Owner facilities.
 - b. Continual supervision and monitoring of all employees of the entity by an employee of the entity whom the Department of Justice has ascertained has not been convicted of a violent or serious felony.
 - c. Surveillance of employees of the entity by Owner personnel.

- 39.2 No person whose age or physical condition is such to make his/her employment dangerous to his/her health or safety or to the health or safety of others shall be employed to perform work under this Contract; provided that this sentence shall not operate against any physically handicapped person otherwise employable where such persons may be safely assigned to work which they can ably perform.
40. ROYALTIES AND PATENTS: The Contractor shall pay all royalties and license fees. He/she shall defend all suits or claims for infringement of any patent rights and shall save the Owner harmless from loss on account thereof, except that the Owner shall be responsible for all such loss when a particular process or the product of a particular manufacturer or manufacturers is specified, but if the Contractor has information that the process or articles specified is an infringement of a patent he/she shall be responsible for such loss unless he/she promptly gives notice of such infringement in writing to the Owner.
41. SANITARY FACILITIES: In accordance with applicable Cal-OSHA regulations, Contractor shall supply and maintain at his/her expense such toilets and other sanitary facilities as are necessary for use by workers employed at the job site. Such facilities shall be approved by Owner.
42. SCHEDULE OF VALUES: Within ten (10) days after the execution of the contract, the Contractor will be required to provide District and Architect with a schedule of values that will break down the contract price into its component parts. The schedule of values shall allocate the entire Contract sum among the various portions of the work. The schedule of values should reflect the total cost of the work, including but not necessarily limited to, overhead, profit markups, start-up costs, completion costs, et cetera. The schedule of values should also itemize labor, by trade and hourly rate, for any trade performing work on the project in excess of one thousand dollars (\$1,000.00) and materials for any one activity in excess of one thousand dollars (\$1,000.00). If District and/or the Architect questions the accuracy of any item, the successful bidder shall supply the specific detailed breakdown of the item(s) cost as requested by District and/or Architect. Percentages of completion may be applied to the schedule of values by the District and/or Architect to compute progress payments. The schedule of values should be aligned with the CPM schedule. Within ten (10) calendar days of the approval of any change order, the schedule of values must be updated to incorporate the change orders as provided herein and submitted to the District and Architect. Within ten (10) calendar days of any change by Division of Industrial Relations to prevailing wage rates, the schedule of values shall be updated to reflect such changes and submitted to the District and Architect.
43. SEPARATE CONTRACTORS: The Owner reserves the right to let other contracts in connection with the work including, but not limited to, work covered by a proposed change order that is not acceptable to the Owner. The Contractor shall afford other Contractors reasonable opportunity for the introduction and storage of their materials and the execution of their work and shall properly connect and coordinate his/her work with theirs.
44. SEVERABILITY: In the event any provision(s) of the Contract documents is deemed to be invalid or unenforceable, that (those) provision(s) shall be severable from the remainder of

the Contract documents and shall not cause the invalidity or unenforceability of the remainder of the Contract.

45. SUBCONTRACTORS:

45.1 The Contractor agrees that he/she is as fully responsible to the Owner for the acts and omissions of his/her subcontractors and of persons either directly or indirectly employed by them, as he/she is for the acts and omissions of persons directly employed by him. Nothing contained in the Contract documents shall create any Contract (including third party beneficiary) relation between any subcontractor and Owner.

- a. A subcontractor is a person or organization who has a direct contract with the Contractor to perform any of the work.
- b. The Contractor agrees to bind every subcontractor to the terms of this Contract, including the General Conditions, Special Conditions, the Drawings and Specifications as far as applicable to the Contractor's work.

The following provisions shall be included in the Contractor's contract with his/her subcontractors, unless specifically noted to the contrary in a subcontract approved in writing as adequate by the Owner.

The subcontractor agrees:

- i. To be bound to the Contractor by the terms of the Agreement, General Conditions, Special Conditions, Drawings and Specifications, and to assume toward him/her all the obligations and responsibilities that he/she, by those documents, assumes toward the Owner.
 - ii. If applicable to submit to the Contractor, applications for payment, in such reasonable time as to enable the Contractor to apply for payment under terms of the General Conditions.
 - iii. To make all claims for extras, for extensions of time and for damages to the Contractor in the manner provided in the Contract documents for claims by the Contractor upon the Owner.
- 45.2 Contractor shall hold Owner harmless and defend and indemnify Owner from damages, if any, incurred because of Contractor's failure to include the required conditions in Contractor's subcontracts.

45.3. Contractor shall:

- a. Pay the subcontractor, upon the payment of certificates, the amount allowed to the Contractor on account of the subcontractor's work to the extent of the subcontractor's interest therein.
- b. Pay the subcontractor to such extent as may be provided by the Contract documents or the subcontract, if either of these provides for earlier or larger payments than the above.

46. SUBMITTALS, SHOP DRAWINGS, CUTS AND SAMPLES: Shop drawings, brochures, catalogue cuts and samples in quantities specified by Architect shall be submitted to the Architect for all items for which they are required by the technical specifications. The Contractor shall examine all submittals for accuracy and completeness, including those submittals provided by subcontractors at any tier, to verify their suitability for the work and compliance with the Contract documents and shall sign and date each submittal. Specific submittals requirements are identified in the individual specification Sections.

46.1 Submittal Requirements:

- a. General: Conform to specified procedures in submission of all required submittals.
- b. Specified Products: Where submittals are identified in individual specification Sections with the statement "None required for specified product.", only the named manufacturer's, product and model numbers are exempt from submittal requirements.
- c. Approved Equals and Substitutions: Where submittals are identified in individual specification Sections with the statement "None required for specified product.", and Contractor is requesting an approved equal or substitution, all submittal requirements shall be in effect and will be required. Submittals shall identify all changes required in plan, detail and specification, and shall show or describe in detail, how proposed product will be incorporated, without altering the design or appearance of the Project in any way.
- d. Deferred Approvals: Items identified on the cover sheet of the Drawings that are not approved because the exact design or manufacturer is not known at the time of approval and which require submittals be made through the Architect for review and acceptance after the Contract is signed.

46.2 Submission Procedures:

- a. General: Schedule submissions a minimum of three (3) weeks before required for use.

- b. Submissions:
 - i. General: After issuance of Notice to Proceed make submissions as follows:
 - ii. Deferred Approval Items: 10 calendar days.
 - iii. Early Start and/or Long Lead-Time Items: 10 calendar days.
 - iv. Color Selection Items: 10 calendar days.
 - v. Electrical, Mechanical and Equipment Items: 10 calendar days.
 - vi. All other items: 10 calendar days.

46.3 Cover Sheet:

- a. General: All submittals shall be accompanied by a Submittal Cover Sheet as provided by the Architect. Contractors shall follow the format as follows:
 - i. Contractor: Provide company name, mailing address, telephone number and name of the contact person responsible for work on this project.
 - ii. Sub-contractor: Provide company name, mailing address, telephone number and name of the contact person responsible for work on this project.
 - iii. Submittal Description:

General: Describe contents of submittal completely; identify if material is a resubmittal and provide previous submittal number.

Submittal Index: Provide index of all items included in submittal; properly identify with drawing numbers, etc.
 - iv. Specification Section Number: Identify submitted work with Section number and name shown in the Project Manual. Provide separate submittals for each specification Section, as required.
 - v. Submittal Number: Identify first submittal as number one (1); number re-submittals, if required, with succeeding numbers.
- b. Submittals Identification:
 - i. General: Provide the following on each submittal.

- ii. Date: Submission date and revision dates.
- iii. Project: Project title and number; names of Architect, Contractor, and Sub-contractor.
- iv. Product or Material: Name of manufacturer; product name or model number; and supplier.
- v. Contractor's stamp: Initialed or signed, certifying to review of submittal, verification of field requirements and compliance with Contract documents.

46.4. Number of Copies Required:

- a. General: Submit following number of copies:
- b. Progress Schedule: Three (3) copies.
- c. Schedule of Values: Three (3) copies.
- d. Certifications: Three (3) copies.
- e. Shop Drawings: One (1) reproducible transparency and six (6) copies of each original drawing.
- f. Product Data/Material Lists: Seven (7) copies.
- g. Samples:
 - i. General: As identified in individual specification Section.
 - ii. Color/Pattern Section: One (1) set of manufacturer's complete range for initial selection; additional samples as requested of selected color/pattern for final color schedule.
- h. Substitutions: Seven (7) copies.
- i. Maintenance/Operating Manuals: Three (3) copies.
- j. Record Drawings: Reproducible transparencies and two (2) copies.
- k. Record Survey: Reproducible transparencies and two (2) copies.
- l. Contractor and Subcontractor Guarantees: Three (3) copies, all with original signatures.

- m. Products, materials and equipment – warranties: Three (3) copies, all with original signatures.

46.5. Submittal Review:

- a. General: Make submittals as required to cause no delay in the orderly progress of work, layout or fabrication under Contract, due allowance being made for checking by the Architect and for such corrections, resubmissions and rechecking as may be necessary. Do not commence any work requiring submittals until review by Architect has been completed.
- b. Review: Review of submittals will be general and only for general conformance with the Contract Documents. Review does not relieve Contractor from responsibility for coordinating work with other trades and compliance with requirements of Contract Documents for lengths, fit and other details, or from furnishing materials and work required by Contract which may not be indicated on submittals when reviewed. Review does not authorize changes from Contract requirements. Efforts will be made by Architect to identify errors and omissions, but General Contractor is responsible for the accuracy and correctness of all submittals.
- c. Color Selections: Architect will make no selections until all submittals related to color have been received and materials reviewed.

47. PROJECT SUPERINTENDENT; PROJECT MANAGER; FOREMAN:

Within five (5) days of contract execution, in addition to other Contract required submittals, Contractor shall also submit to Owner the name, address and cell phone number of the Contractor's project manager, superintendent and foreman who will be assigned by the Contractor to the Project.

48. THIRD PARTY BENEFICIARIES: This Contract is by and between the Owner and Contractor and/or their successors or assigns and no third party is intended expressly or by implication to be benefited by this Agreement.

49. WARRANTIES: Where the specifications require the Contractor to provide a written guarantee, it is the intention of this Contract that such guarantee shall run in favor of Owner, shall be made out to Owner, and shall be delivered in writing, in the form set forth in these Contract documents, to the Owner prior to final payment.

49.1 Contractor's Guarantee During Construction: The Owner shall not, in any way or manner, be answerable or suffer loss, damage, expense or liability for any loss or damage that may happen to Owner improvement, work or equipment or any part thereof, or in, on, or about the same during its manufacture/construction and before acceptance. Contractor assumes the risk of loss from destruction of, or damage to the Owner improvement work and in the event the work is damaged or destroyed in whole or in part by fire or other peril, the time for the completion of the Contract will be extended, and Contractor shall rebuild at no expense to Owner. This obligation

shall not replace Contractor's obligation to carry insurance as set forth in the Contract documents.

49.2 Contractor's Guarantee of Quality: Contractor unqualifiedly guarantees the "first-class" quality of all workmanship and of all materials, apparatus, and equipment used or installed by him/her or by any subcontractor or supplier in the project which is the subject of this Contract unless a lesser quality is expressly authorized in the Drawings and Specifications, in which event Contractor unqualifiedly guarantees such lesser quality and that the work as performed by Contractor will conform with the Plans and Specifications or any written authorized deviations therefrom.

49.3 Guarantees: Besides guarantees required elsewhere, Contractor shall and does hereby guarantee all workmanship and material for a period of two (2) years from the date of acceptance of the work as fully completed by the Owner (special or extended guarantees as noted shall be honored as specified under specific items) and shall repair or replace any or all material and workmanship (together with any other work which may be damaged in so doing) that is or becomes defective during the period of said guarantees without expense whatsoever to Owner. For purposes of this Contract the date of acceptance shall be the date of the notice of Owner accepting work, except work which is incomplete upon date of said resolution, and then the date of acceptance shall be the date of final payment under this Contract. In the event the Contractor fails to comply with the requirements of any guarantee required by this Contract within seven (7) days after being notified in writing, Owner is authorized to proceed to have the defects repaired and made good at the expense of Contractor who shall pay the costs and charges therefor immediately on demand. In the event the defective condition giving rise to repairs pursuant to this warranty endangers persons or property, or otherwise substantially interferes with Owner's ability to conduct its business or provide services for which the Owner is responsible, Owner may immediately make repairs after reasonable attempts to notify Contractor and Contractor shall pay the costs and charges of said repairs immediately upon demand. Early occupancy by Owner or early use of a guaranteed item or system by Owner, Contractor, subcontractor or any other person or agency shall not modify the period of guarantee which shall commence as set forth above.

50. SUPPLEMENTAL GENERAL CONDITIONS

50.1 Ownership And Use of Drawings, Specifications, Other Documents: The drawings, specifications and other Contract documents for the project are the property of the Owner and/or architect/engineer pursuant to Contract requirements between the Owner and the architect/engineer. Neither the Contractor, nor any subcontractor, or material or equipment supplier shall own or claim a copyright in the drawings, specifications, and other documents prepared by the architect/engineer and/or the Owner.

50.2 Fingerprinting: On any project that is occupied at the time of construction, reconstruction or modernization or where workers are anticipated to come in contact with pupils, Contractor shall comply with the applicable provisions of Education

Code Section 45125.1 in a method as determined by the Owner. Pursuant to Education Code Section 45125.1, Contractor shall either conduct criminal background checks of all employees of Contractor assigned to the Contract site, and shall certify that no employees who have been convicted of serious or violent felonies as specified in Education Code Section 45125.1, will have contact with pupils by utilizing the certification regarding background checks and the corresponding attachments found in instructions to bidders and Contract documents, or shall ensure that, by erection of a physical barrier, or otherwise, that workers and students shall be separated by a physical barrier.

If it is determined that the Contractor must provide certification of employees, as part of such certification Contractor must provide the Owner with a list of all employees providing services pursuant to this agreement and designate which sites such employees will be assigned.

In performing the services set forth in this agreement, Contractor shall not utilize any employees who are not included on the list.

At owner's sole discretion, owner may make a finding, as authorized under Education Code Section 45125.1 that Contractor's employees will have only "limited contact" with pupils. Contractor's failure to comply with this law shall be considered a material breach of this agreement.

- 50.3 Noise, Drugs, and Alcohol: Contractor shall take all steps necessary to ensure that Contractor's employees, or any of its subcontractors' employees do not use, consume, or work under the influence of alcohol or illegal drugs while on the project. Contractor shall further prevent any of its employees or subcontractor's employees from playing any recorded music devices, radios or wearing any radio headphone devices for entertainment while working on the project. Contractor shall prevent its employees, or subcontractor's employees from bringing any animal onto the project. Contractor shall become familiar with the Owner's written policies, available online or by request, and school site policies or rules, available upon request from the school site, regarding conduct of persons present on Owner facilities and school sites.
- 50.4 Noise Control: Contractor shall be responsible for the installation of noise reducing devices on construction equipment. If school or educational/outdoor Ed activities are in session at any point during the progress of the project and in the Owner's reasonable discretion, the noise from such work disrupts the students or faculty then at the Owner's request, the Contractor shall schedule performance of all such work around normal educational activity hours or make other arrangements so that the work does not cause disruption. In no event shall the Contractor have the right to receive additional compensation or an extension to the Contract time because of any such rescheduling.
- 50.5 Division of Industrial Relations Registration: Contractor shall comply with any applicable DIR registration requirements in accordance with Labor Code Section

1725.5 and 1771.1 and compliance with any applicable requirement is a material obligation of the Contractor and all of its subcontractors.

50.6 Excavation Deeper Than 4 Feet: **[not applicable]** If this Contract involves digging trenches or other excavation that extends deeper than 4 feet below the surface, then all the following apply:

- a. The Contractor shall promptly, and before the following conditions are disturbed, notify the Owner, in writing, of any (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 1, class 2 or class 3 disposal site in accordance with provisions of existing law; (2) subsurface or latent physical conditions at the site differing from those indicated; (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 this Contract.
- b. Upon receiving any such notice, the Owner shall promptly investigate the condition, and if it finds the conditions do materially differ, or do involve hazardous waste, and cause a decrease or increase in the Contractors cost of, or the time required for, performance of any part of the work, shall issue a change order under the procedures set forth in this Contract.
- c. In the event a dispute arises between the Owner and the Contractor whether the conditions materially differ or involve hazardous waste, or cause a decrease or increase in the Contractors cost of, or time required for performance of any part of the work, the Contractor shall not be excused from any scheduled completion date, but shall proceed with all work 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 protest between the parties.
- d. Pursuant to Labor Code Section 6705, if this project involves the excavation of any trench or trenches five (5) feet or more in depth the Contractor shall, in advance of the excavation, submit to the Owner, or a registered civil or structural engineer employed by the Owner, or the Owner's architect/engineer a detailed plan showing the design and shoring for protection from the hazard of caving ground during the excavation the trenches. If such plan varies from the Shoring System Standards established by the construction safety orders, the plans shall be prepared by a registered civil or structural engineer, but in no case shall such plan be less effective than that required by the construction safety orders. No excavation of trenches shall be commenced until the plan has been accepted by the Owner or its delegated representative. Contractor shall not commence any excavation work until it has secured all necessary permits including the required CAL OSHA excavation/shoring permit.

50.7 Notification of Main or Trunk Line Utility Facilities: If the Contractor, while performing work under the Contract discovers any existing main or trunk line utility facilities not identified by the Owner in the Contract plans or specifications, Contractor shall immediately notify the Owner in writing. The local public utility where they are the owners of the utility, shall have the sole discretion to repair or relocate the work, or permit the Contractor to do such repairs or relocation at a reasonable price. The Contractor shall be compensated for the cost of locating, repairing damage not due to failure of the Contractor to exercise reasonable care, and removing or relocating such utility facilities not set forth in the plans and specifications with reasonable accuracy.

50.8 Use of Skilled and Trained Workforce: Contractor's execution of this contract constitutes an enforceable commitment, as that term is used in Education Code section 17407.5. Contractor and its subcontractors will use a skilled and trained workforce to perform all work on the Project to the extent the contract and required manufactured modular buildings fall within a principal occupation in the building and construction trades, in accordance with Chapter 2.9 (commencing with Section 2600) of Part 1 of Division 2 of the Public Contract Code. Owner has not entered into a project labor agreement, and the contract and required Owner improvements are not being performed under the extension or renewal of a project labor agreement entered into prior to January 1, 2017, nor has the owner entered into any other Project Labor Agreement applicable to this contract.

ESCROW AGREEMENT FOR SECURITY DEPOSITS IN LIEU OF RETENTION

This Escrow Agreement is made and entered into by and between the Colusa Unified School District, hereinafter called "Owner", and _____ whose address is _____, hereinafter called "Contractor", and whose address is _____, hereinafter called "Escrow Agent".

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

1. Pursuant to section 22300 of the Public Contract Code of the State of California, Contractor has the option to deposit securities with Escrow Agent as a substitute for Retention earnings required to be withheld by Owner pursuant to the Construction Contract entered into between the Owner and Contractor for the _____ Project in the amount of _____, dated _____ (hereinafter referred to as the "Contract"). Alternatively, on written request of the Contractor, the Owner shall make payments of the Retention earnings directly to the escrow agent. When Contractor deposits the securities as a substitute for Contract earnings, the Escrow Agent shall notify the Owner within ten (10) days of deposit. The market value of the securities at the time of the substitution shall be at least equal to the cash amount then required to be withheld as Retention under the terms of the Contract between the Owner and Contractor. Securities shall be held in the name of the Owner, and shall designate the Contractor as beneficial owner.
2. The Owner shall make progress payments to the Contractor for such funds which otherwise would be withheld from progress payments pursuant to the Contract provisions, provided that the Escrow Agent holds securities in the form and amount specified above.
3. When the Owner makes payments of Retention earned directly to the Escrow Agent, the Escrow Agent shall hold them for the benefit of the Contractor until such time as the escrow created under this Contract is terminated. The Contractor may direct the investment of the payments into securities. All terms and conditions of this Agreement and the rights and responsibilities of the parties shall be equally applicable and binding when the Owner pays the 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 the Owner. These expenses and payment terms shall be determined by the Owner, Contractor, and Escrow Agent.
5. The interest earned on the securities or the money market accounts held in escrow and all interest earned on that interest shall be for the sole account of Contractor and shall be subject to withdrawal by Contractor at any time and from time to time without notice to the Owner.
6. Contractor shall have the right to withdraw all or any part of the principal in the Escrow Account only by written notice to Escrow Agent accompanied by written authorization from the Owner to the Escrow Agent that Owner consents to the withdrawal of the amount sought to be withdrawn by Contractor.

7. The Owner shall have a right to draw upon the securities in the event of default by the Contractor. Upon seven (7) days' written notice to the Escrow Agent from the Owner of the notice of default and the Escrow Agent shall immediately convert the securities to cash and shall distribute the cash as instructed by the Owner.

8. Upon receipt of written notification from the Owner certifying that the Contract is final and complete, and that the Contractor has complied with all requirements and procedures applicable to the Contract, Escrow Agent shall release to Contractor all securities and interest on deposit less escrow fees and charges of the Escrow Account. The escrow shall be closed immediately upon disbursement of all moneys and securities on deposit and payment of fees and charges.

9. Escrow Agent shall rely on the written notifications from the Owner and the Contractor pursuant to applicable sections of this Agreement and the Owner and Contractor shall hold Escrow Agent harmless from Escrow Agent's release and disbursement of the securities and interest as set forth above.

10. The names of the persons who are authorized to give written notice or to receive written notice on behalf of the Owner and on behalf of Contractor in connection with the foregoing, and exemplars of their respective signatures are as follows:

On behalf of Owner:

Title

Name

Signature

Address

On behalf of Contractor:

Title

Name

Signature

Address

On behalf of Agent:

Title

Name

Signature

Address

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

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

OWNER

CONTRACTOR

Title

Title

Name

Name

Signature

Signature

**CONTRACTOR'S CERTIFICATION REGARDING DEPARTMENT OF
INDUSTRIAL RELATIONS REGISTRATION REQUIREMENTS TO BE
SUBMITTED WITH THE CONTRACTORS BID**

In accordance with Cal. Labor Code Section 1725.5, contractor hereby certifies that he/she/it is registered with the Department of Industrial Relations in the manner prescribed by the Department in accordance with California Labor Code Section 1725.5.

By: _____

Name: _____

Title _____

Date: _____

CONTRACTOR CERTIFICATION REGARDING BACKGROUND CHECKS

_____ certifies that it has performed one of the following:

- ☐ Pursuant to Education Code Section 45125.1, Contractor has conducted criminal background checks, through the California Department of Justice, of all employees providing services to the Colusa Unified School District, pursuant to the contract/purchase order dated _____, and that none have been convicted of serious or violent felonies, as specified in Penal Code Sections 1192.7(c) and 667.5(c), respectively.

As further required by Education Code Section 45125.1, attached hereto as Attachment "A" is a list of the names of the employees of the undersigned who may come in contact with pupils.

OR

- ☐ Pursuant to Education Code Section 45125.2, Contractor will ensure the safety of pupils by one or more of the following methods:
- ☐ 1. The installation of a physical barrier at the worksite to limit contact with pupils.
- ☐ 2. Continual supervision and monitoring of all employees of the entity by an employee of the entity whom the Department of Justice has ascertained has not been convicted of a violent or serious felony.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

Date _____, 2025

By its: _____

ATTACHMENT A:

CONTRACTOR CERTIFICATION REGARDING BACKGROUND CHECKS

(INSERT NAMES OF EMPLOYEES WHO MAY COME IN CONTACT WITH PUPILS)

**CONTRACTOR'S CERTIFICATION REGARDING
CHILD AND FAMILY SUPPORT ENFORCEMENT**

**TO BE EXECUTED BY WINNING BIDDER AND
SUBMITTED WITH SIGNED CONTRACT**

In accordance with the provisions of Public Contracts Code Section 7110, every contractor who enters into a contract with the District shall recognize the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family Code.

Every written contract in excess of \$100,000.00 executed between a contractor and the District requires the contractor to execute the following acknowledgment.

I/we hereby acknowledge the policy of the State of California as set forth in Public Contracts Code Section 7110, recognizing the importance of child and family support obligations. I/we will fully comply with all applicable state and federal laws relating to child and family support enforcement, and to the best of my/our knowledge, I/we are fully complying with the earnings assignment orders of all employees and we are providing the names of all new employees to the new hire registry maintained by the Employment Development Department.

By: _____

Name: _____

Title _____

Date: _____

CONTRACTOR'S CERTIFICATION REGARDING ATTENDANCE AT PRE-BID SITE MEETING/INSPECTION TO BE EXECUTED AND SUBMITTED WITH CONTRACTORS BID

In accordance with the requirements set forth in the Notice Inviting Bids regarding a mandatory pre-bid site meeting/inspection, the undersigned hereby certifies a designated and qualified representative, authorized to act on behalf of bidder, attended the mandatory pre-bid site meeting/inspection on _____, 2025 at _____. Bidder acquired and assembled all information provided, examined the site and made relevant inquiries and is satisfied that bidder is thoroughly familiar with, and understands the physical characteristics of the site, the site location and the requirements of the plans and specifications.

By: _____

Name: _____

Title _____

Date: _____

JAMES M. BURCHFIELD PRIMARY ELEMENTARY SCHOOL

MODULAR TK/K & STANDARD CLASSROOM/RESTROOM BUILDINGS
COLUSA CALIFORNIA

COLUSA UNIFIED SCHOOL DISTRICT

400 Fremont St
COLUSA, CA 95932

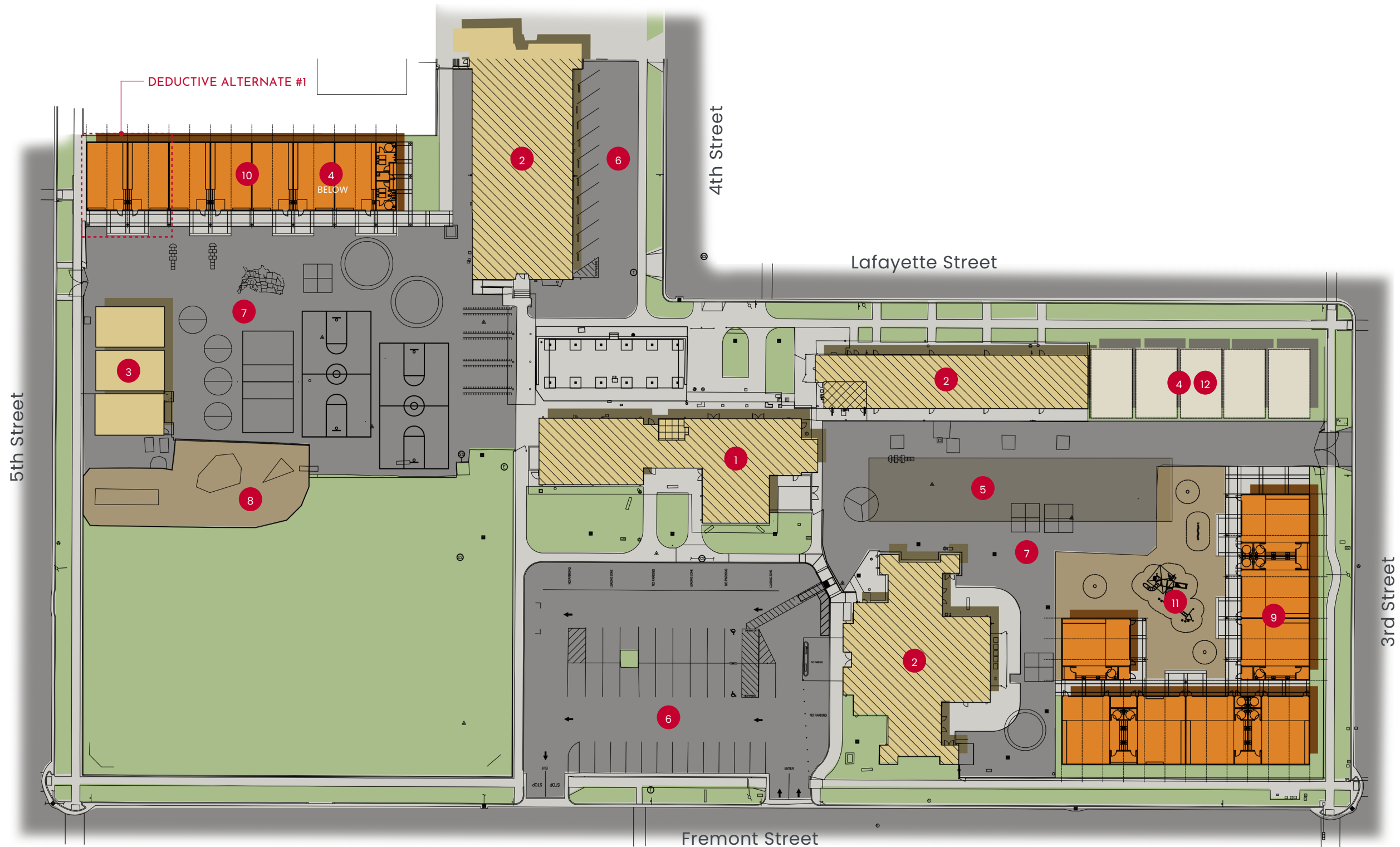


MODULAR BID PACKAGE

10/03/2025

SHEET LIST

- PAGE 1 - PROPOSED SITE PLAN - MODULAR BID PACKAGE
- PAGE 2 - PROPOSED FLOOR PLAN - MODULAR BID PACKAGE
- PAGE 3 - EXTERIOR ELEVATIONS MODULAR BID PACKAGE
- PAGE 4 - FLOOR PLANS - MODULAR BID PACKAGE
- PAGE 5 - STANDARD CLASSROOM INTERIOR ELEVATIONS - MODULAR BID PACKAGE
- PAGE 6 - TK/K INTERIOR ELEVATIONS 1 - MODULAR BID PACKAGE
- PAGE 7 - TK/K INTERIOR ELEVATIONS 2 - MODULAR BID PACKAGE
- PAGE 8 - REFLECTED CEILING PLANS - MODULAR BID PACKAGE
- PAGE 9 - PROPOSED EXTERIOR RENDERINGS - MODULAR BID PACKAGE
- PAGE 10 - PROPOSED INTERIOR RENDERINGS - MODULAR BID PACKAGE

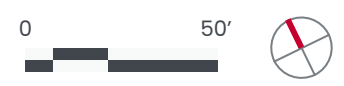


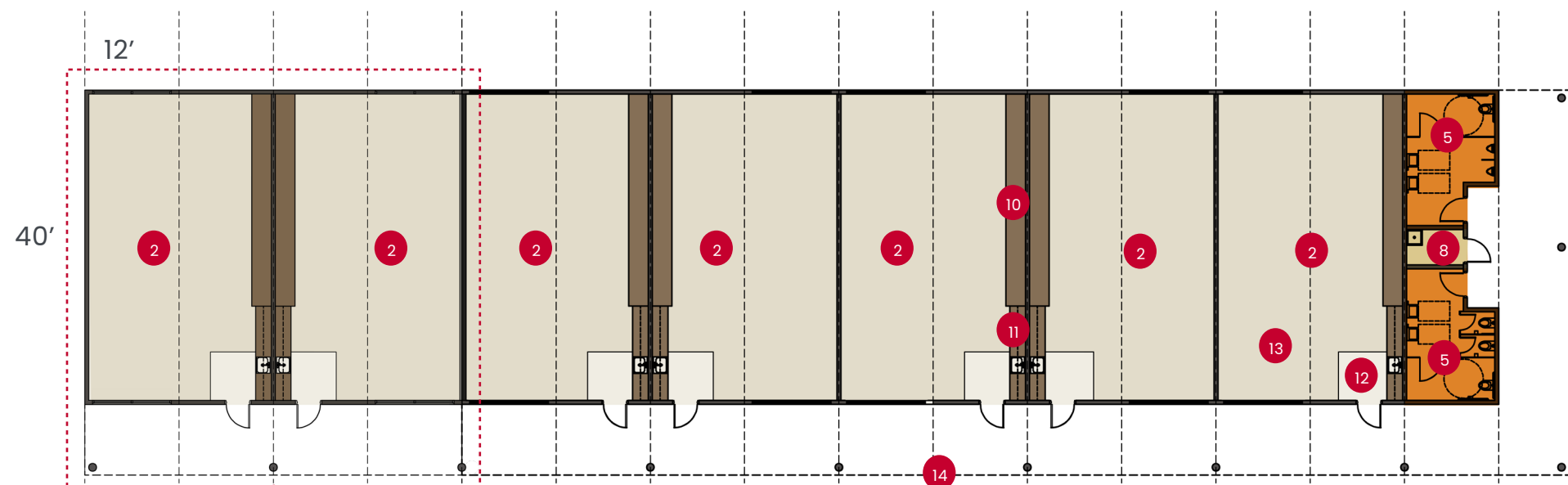
- LEGEND**
- 1. Existing Admin/ MP
 - 2. Existing Classroom Wings
 - 3. Existing Portable Classroom
 - 4. Portables to be Removed (12)
 - 5. Existing Solar Array
 - 6. Existing Parking
 - 7. Existing Hardcourts
 - 8. Existing Playground
 - 9. Proposed Modular TK/ K Classrooms (8)
 - 10. Proposed Modular Classrooms (7)
 - 11. Proposed Playground
 - 12. New Grass After Portable Demolition

JAMES M. BURCHFIELD PRIMARY ELEMENTARY SCHOOL

Colusa Unified School District | Colusa, CA

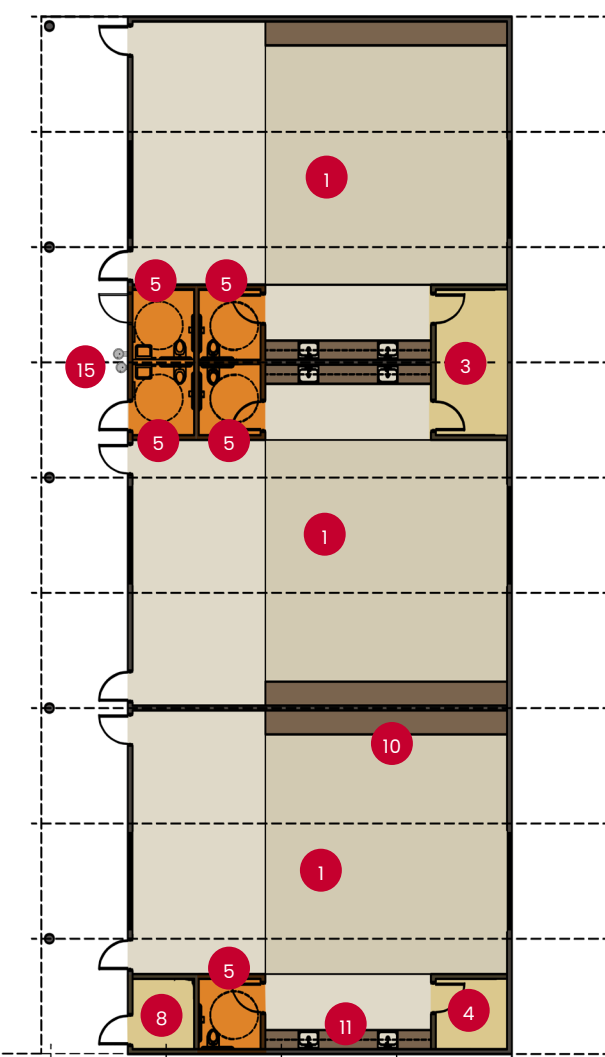
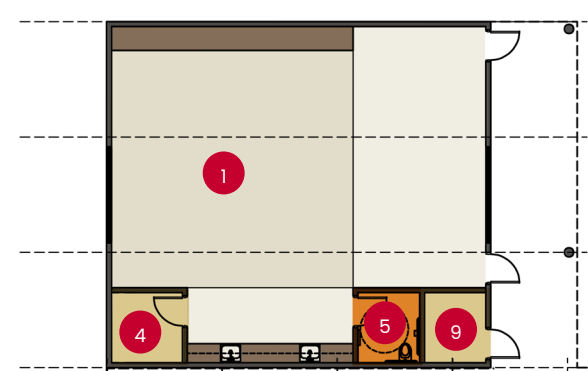
Proposed Site Plan - MODULAR BID PACKAGE





Standard Classroom Building - 7,200 sf

DEDUCTIVE
ALTERNATE #1



TK/ K Building - 11,520 sf

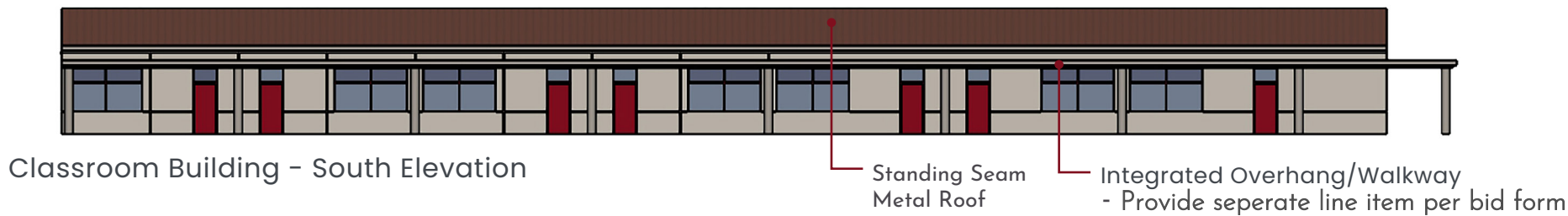
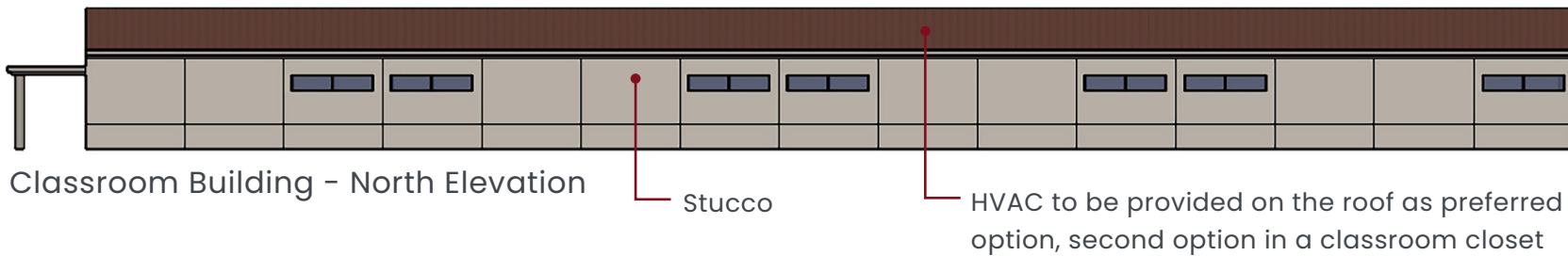
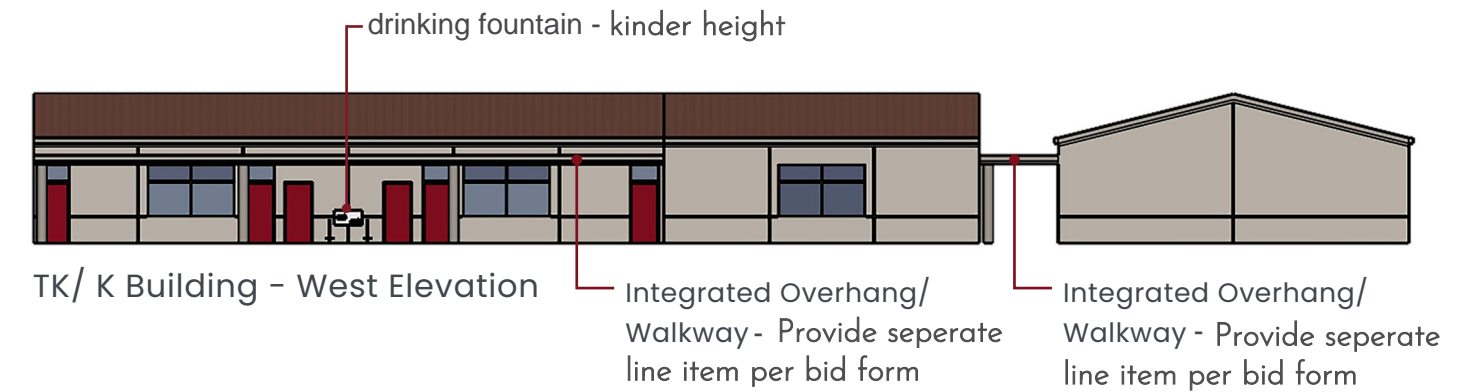
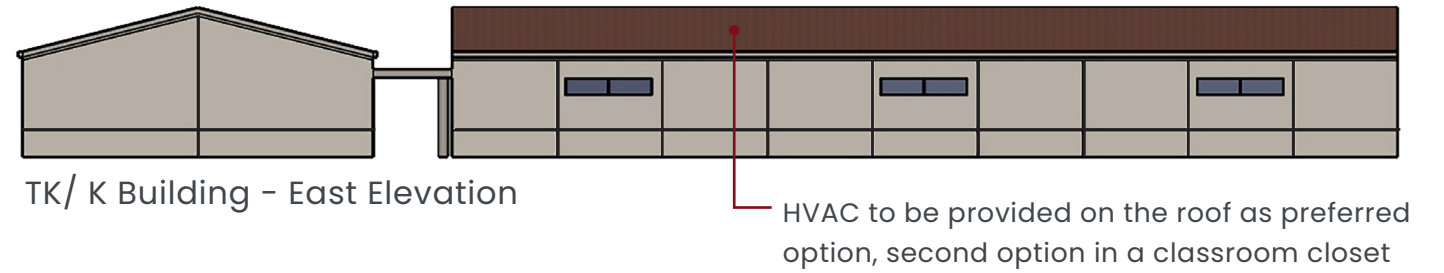
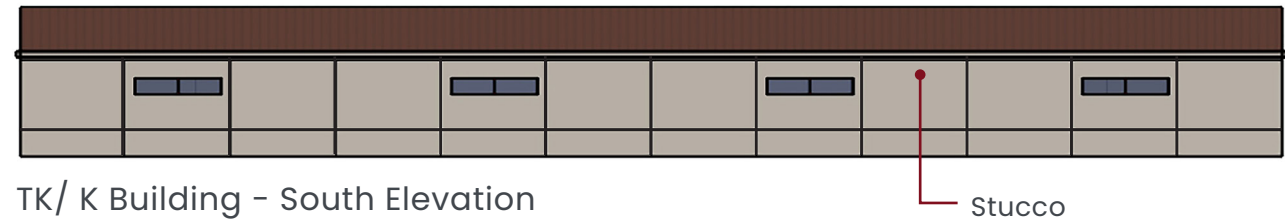
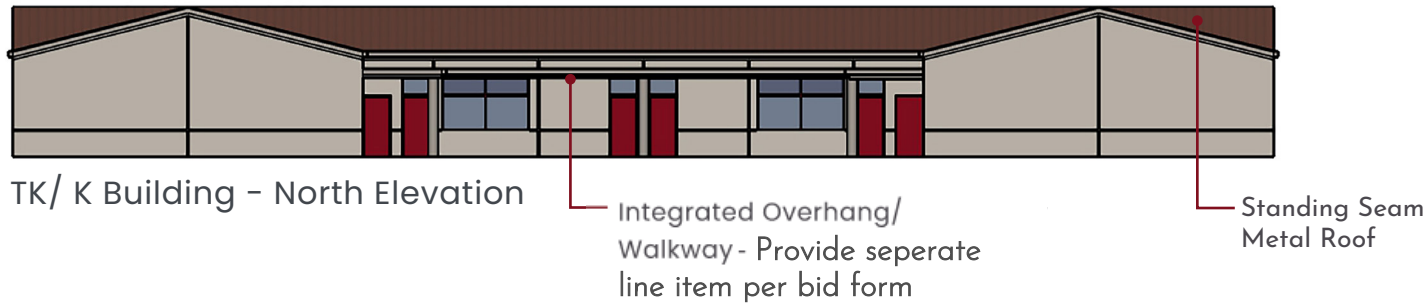
- LEGEND**
- 1. TK/ K Classroom (8) - 40'-0" x 36'-0"
 - 2. Standard Classroom (7) - 40'-0" x 24'-0"
 - 3. Shared Workroom/Storage
 - 4. Workroom/Storage
 - 5. Student Toilet Room
a. TK/K Sizing
b. Standard Sizing
 - 6. Staff Toilet Room
 - 7. Outdoor Storage
 - 8. IDF Room
 - 9. Fire Riser Room
 - 10. Teaching Wall with Short Throw Projector and Screen, Typ.
 - 11. Upper/ Lower Casework/ Sinks, typ.
 - 12. Resilient Flooring, typ.
 - 13. Carpet, typ.
 - 14. Covered Canopy
 - 15. Drinking Fountain

JAMES M. BURCHFIELD PRIMARY ELEMENTARY SCHOOL

Colusa Unified School District | Colusa, CA

Proposed Floor Plans - MODULAR BID PACKAGE





- DESIGN REQUIREMENTS:**
1. Buildings must have a gable roof.
 2. Buildings must be designed to be on-grade.

GRAPHIC LEGEND

STUCCO
GRADE: ORANGE PEEL
SILVER FOX 2108-50
(SEMI-GLOSS)

RED STANDING SEAM METAL ROOF

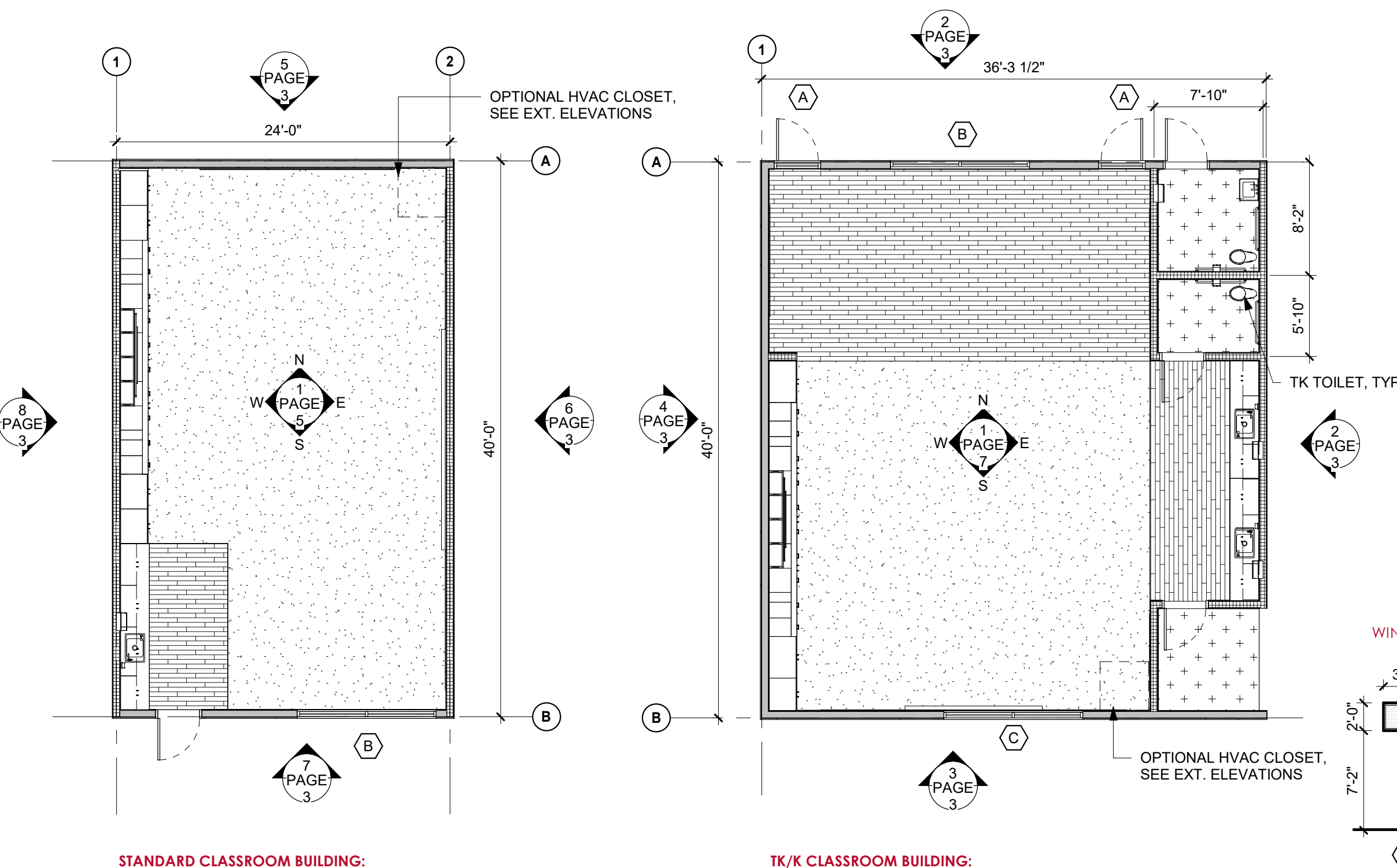
EXTERIOR DOORS: RED (TBD)
DOOR & WINDOW FRAMES: BLACK (TBD)

JAMES M. BURCHFIELD PRIMARY ELEMENTARY SCHOOL

Colusa Unified School District | Colusa, CA

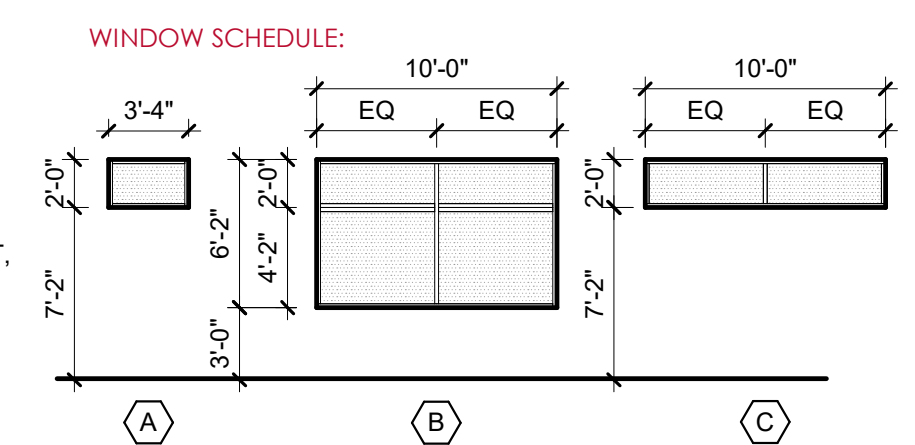
Exterior Elevations - MODULAR BID PACKAGE





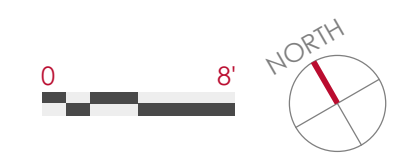
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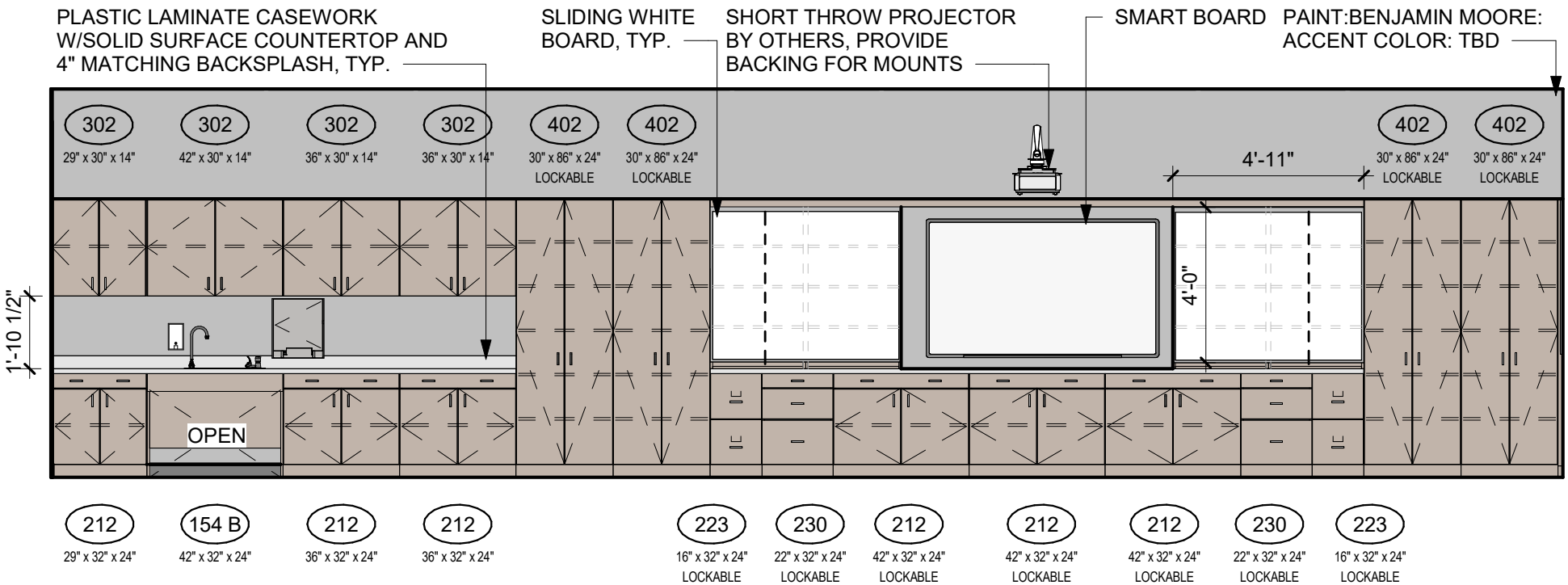
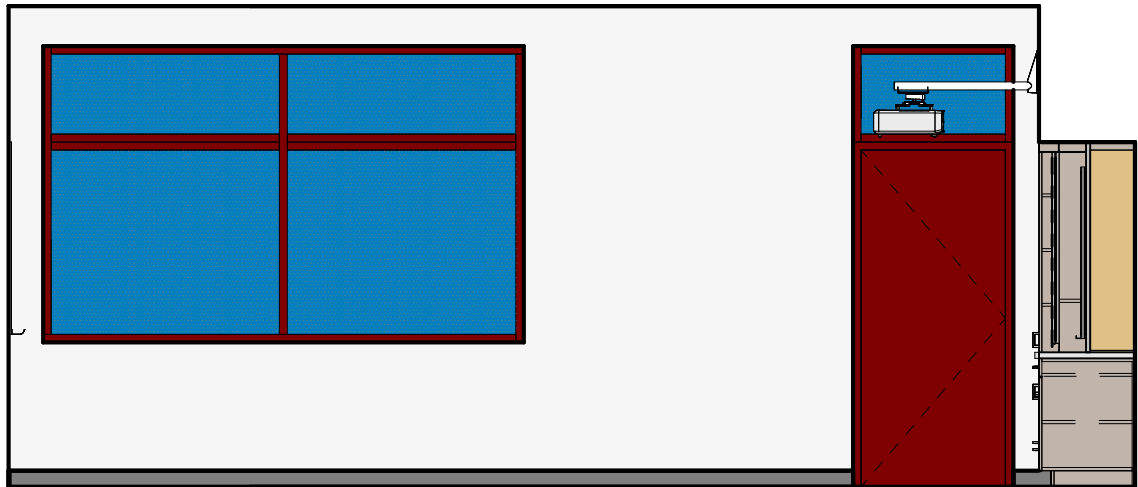
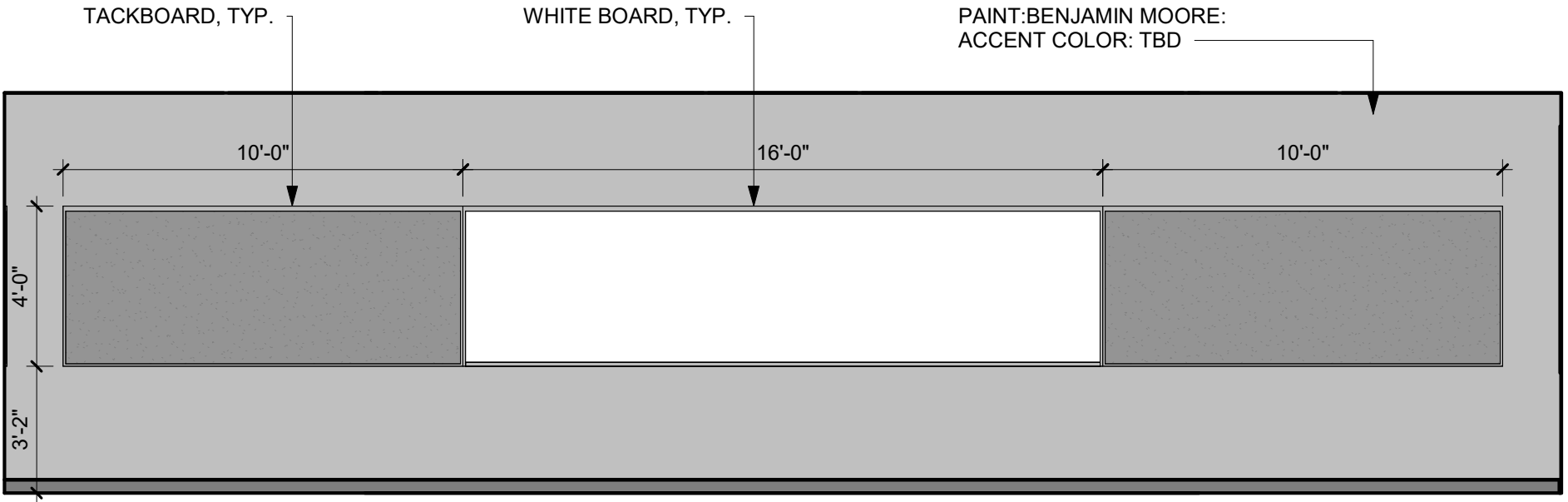
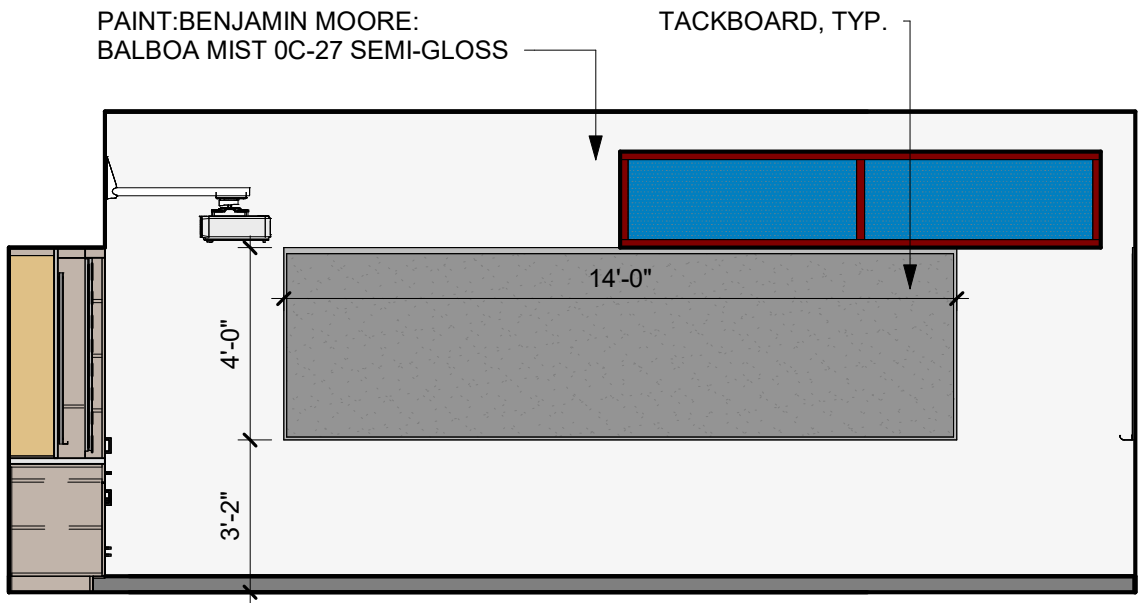
- SHAW CARPET TILES
STYLE: CHANGE IN ATTITUDE
COLOR: LIGHTEN UP
ALTERNATE:
STYLE: IMAGINE TILE
COLOR: BRAINSTORM
- SHAW LUXURY VINYL TILE
STYLE: DIALOGUE
COLOR: CONVERSE
- EPOXY FLOORING
STYLE/COLOR: TBD
- STANDARD DOOR SIZE: 3'-0"x7'-0"
WALL MOUNTED TOILET, TYP.
- EXTERIOR PLASTER 6" STUD WALL
- INTERIOR 6" STUD WALL



JAMES M. BURCHFIELD PRIMARY ELEMENTARY SCHOOL

COLUSA UNIFIED SCHOOL DISTRICT | COLUSA CALIFORNIA





INTERIOR ELEVATION LEGEND:

102
36" x 24" x 24"
LOCKABLE

CASEWORK TAG
102 = ARCHITECTURAL WOODWORK STANDARD
(AWS) NUMBER
36" x 24" x 24" = WIDTH x HEIGHT x DEPTH
LOCKABLE = MODIFYING NOTE

JAMES M. BURCHFIELD PRIMARY ELEMENTARY SCHOOL

COLUSA UNIFIED SCHOOL DISTRICT | COLUSA CALIFORNIA

STANDARD CLASSROOM INTERIOR ELEVATIONS - MODULAR BID PACKAGE

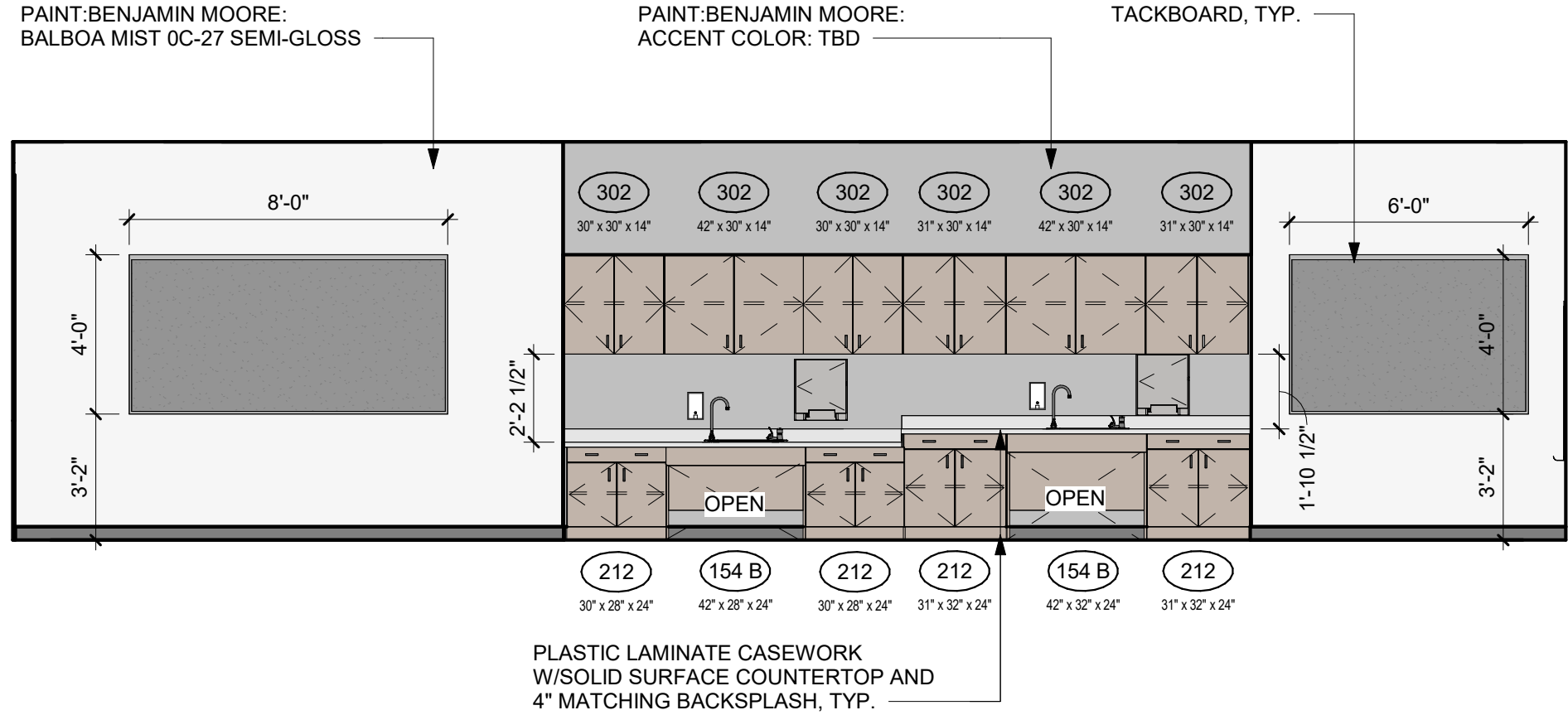
PAGE 5 | 10/03/25 | Project Number: 25033 | 1930 H Street, Sacramento, CA 95811 | 916.254.5600 | StudioW-Architects.com





INTERIOR ELEVATION LEGEND:

CASEWORK TAG
 102 = ARCHITECTURAL WOODWORK STANDARD (AWS) NUMBER
 36" x 24" x 24" = WIDTH x HEIGHT x DEPTH
 LOCKABLE = MODIFYING NOTE



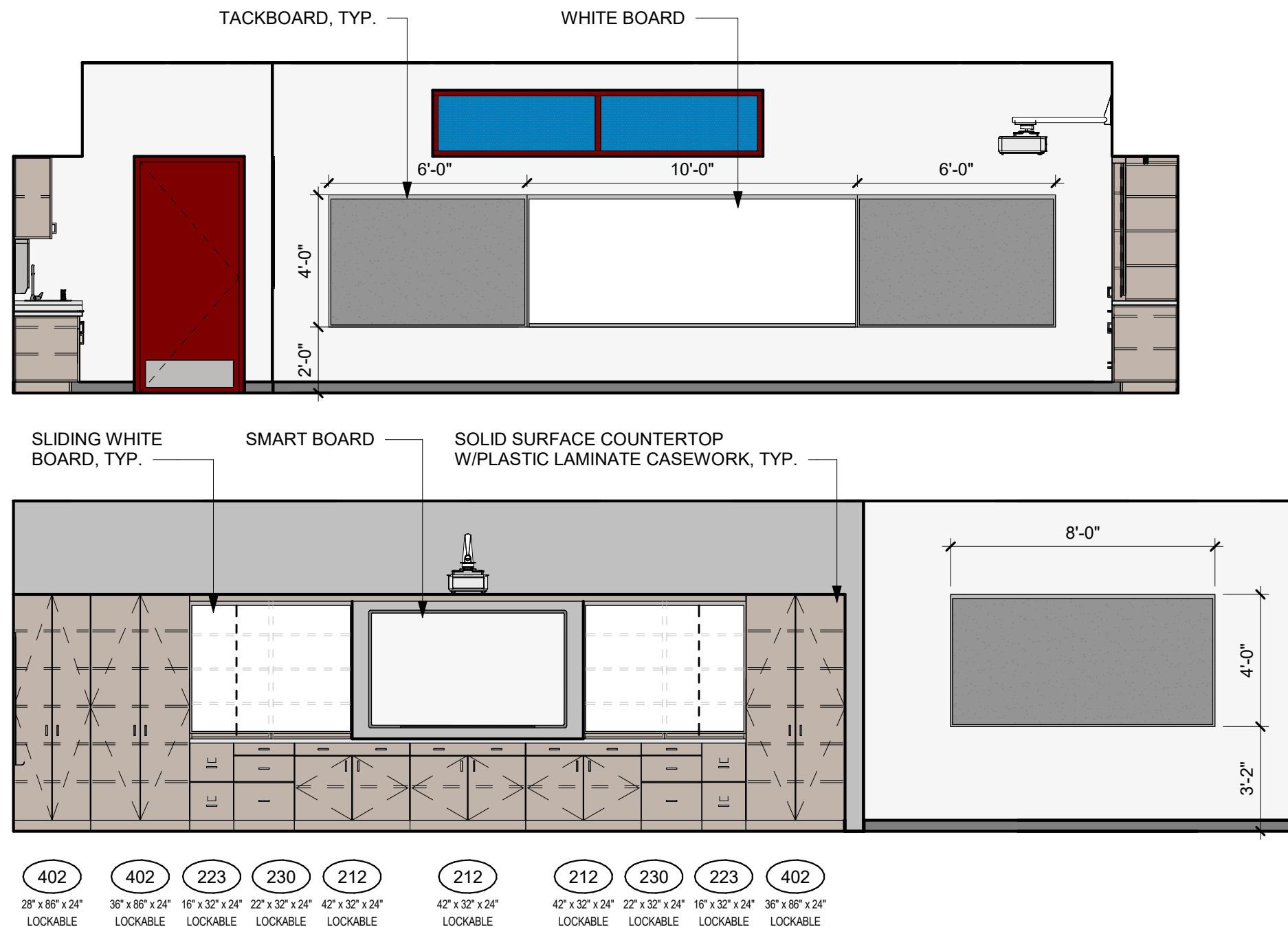
JAMES M. BURCHFIELD PRIMARY ELEMENTARY SCHOOL
 COLUSA UNIFIED SCHOOL DISTRICT | COLUSA CALIFORNIA



INTERIOR ELEVATION LEGEND:

102
36" x 24" x 24"
LOCKABLE

CASEWORK TAG
102 = ARCHITECTURAL WOODWORK STANDARD
(AWS) NUMBER
36" x 24" x 24" = WIDTH x HEIGHT x DEPTH
LOCKABLE = MODIFYING NOTE



JAMES M. BURCHFIELD PRIMARY ELEMENTARY SCHOOL

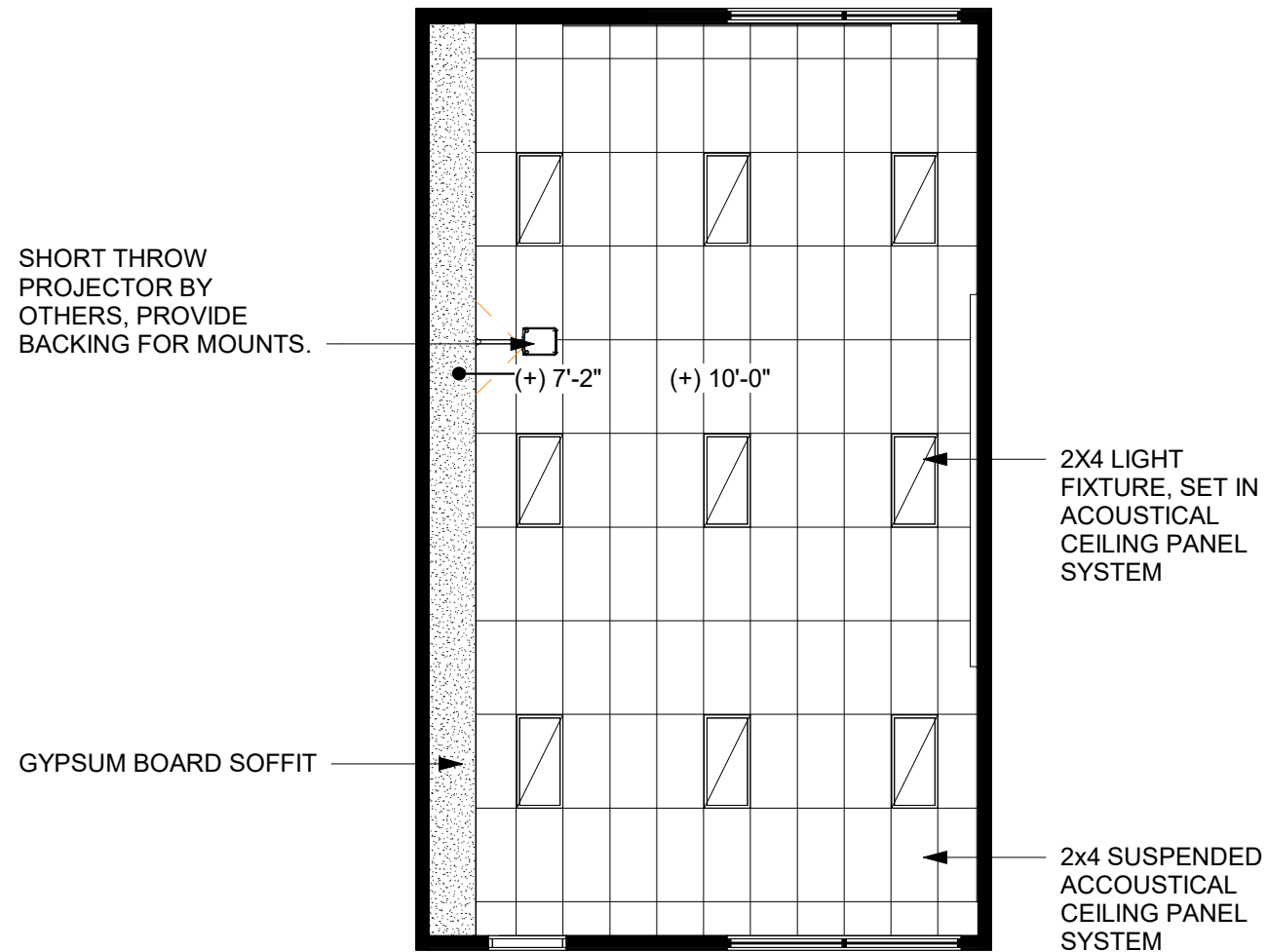
COLUSA UNIFIED SCHOOL DISTRICT | COLUSA CALIFORNIA

TK/K INTERIOR ELEVATIONS 2 - MODULAR BID PACKAGE

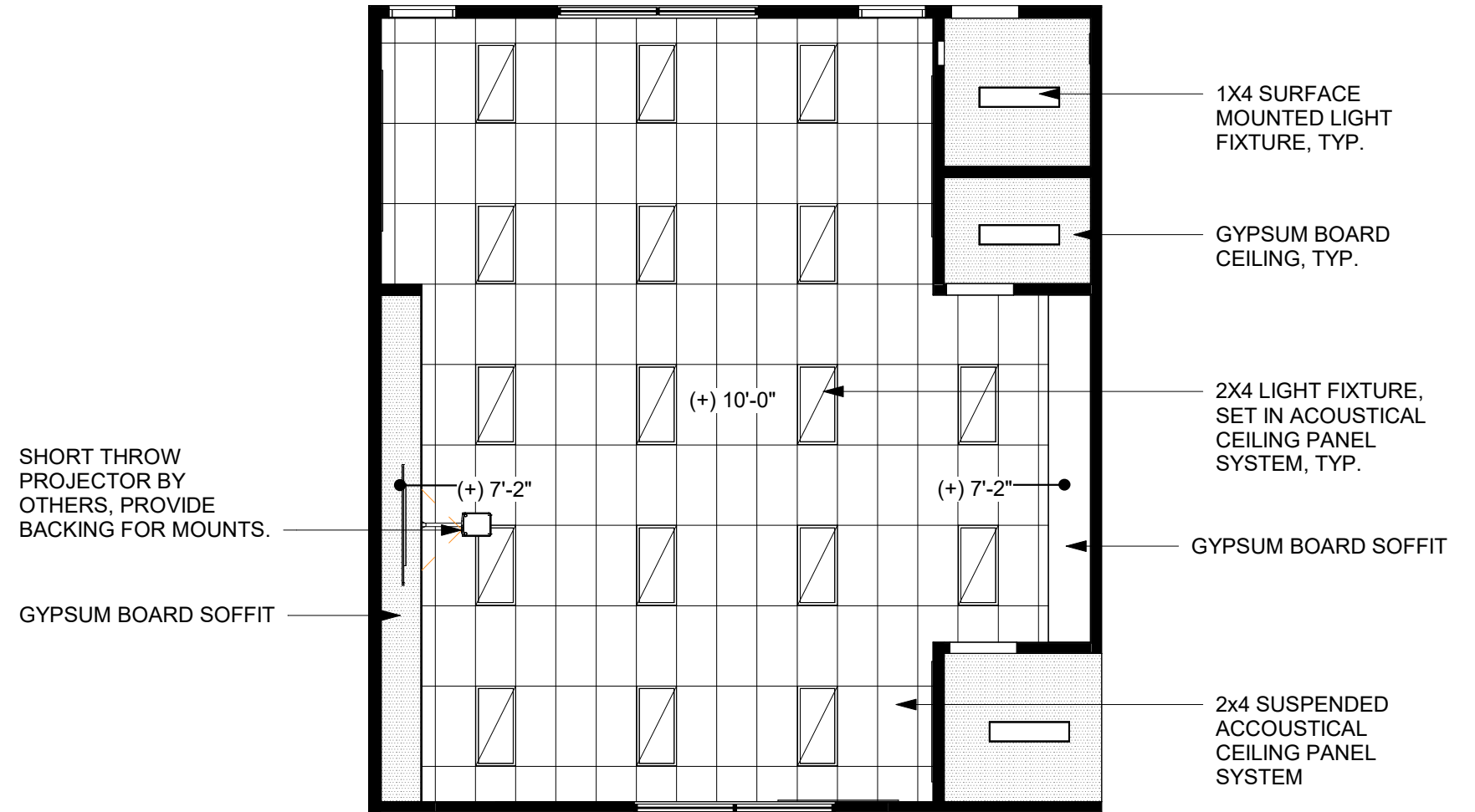
PAGE 7 | 10/03/25 | Project Number: 25033 | 1930 H Street, Sacramento, CA 95811 | 916.254.5600 | StudioW-Architects.com



STUDIO W
ARCHITECTS



STANDARD CLASSROOM BUILDING:



TK/K CLASSROOM BUILDING:

JAMES M. BURCHFIELD PRIMARY ELEMENTARY SCHOOL

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REFLECTED CEILING PLANS - MODULAR BID PACKAGE

PAGE 8 | 10/03/25 | Project Number: 25033 | 1930 H Street, Sacramento, CA 95811 | 916.254.5600 | StudioW-Architects.com



STUDIO W
ARCHITECTS



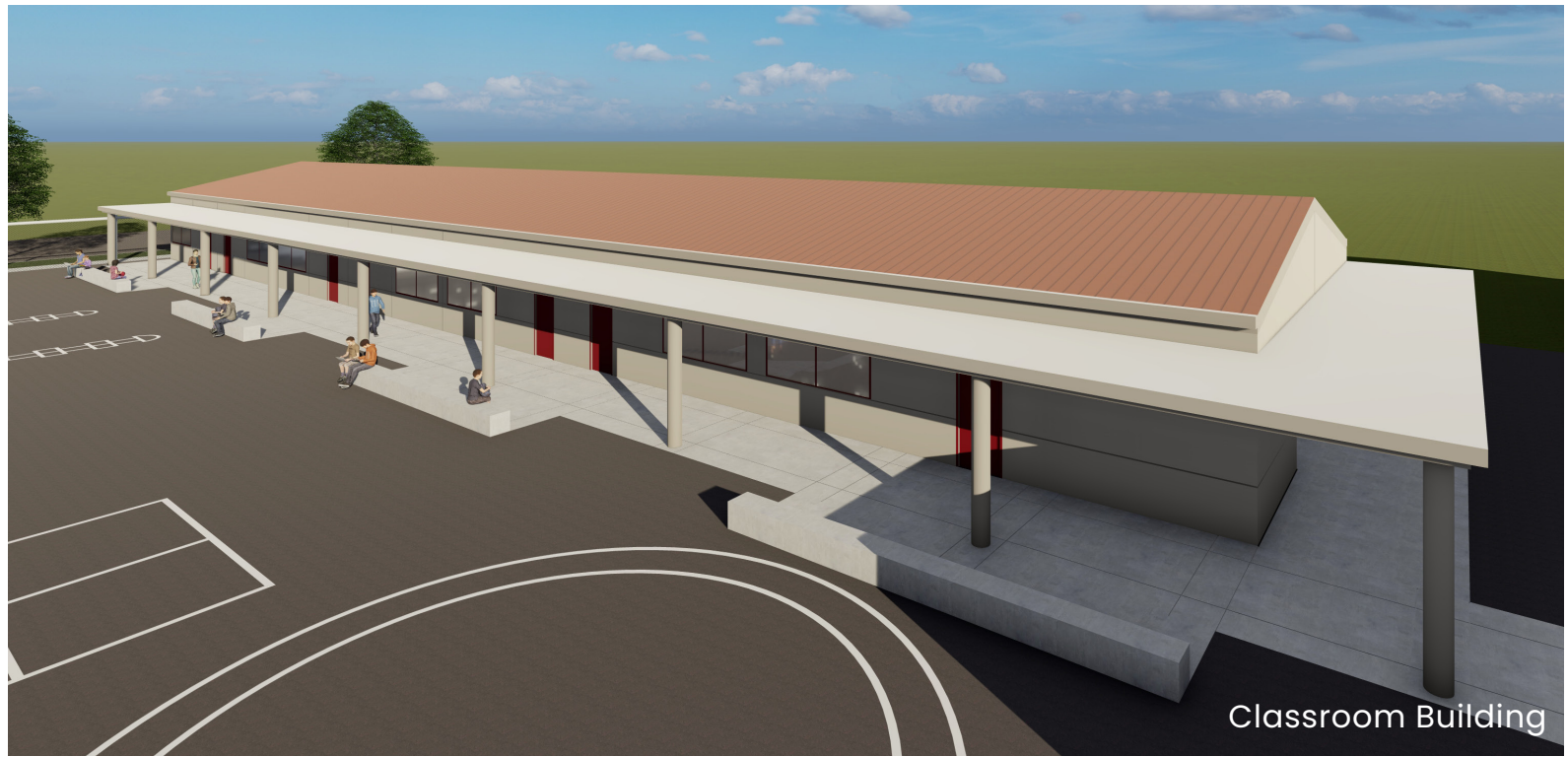
TK/ K Building



TK/ K Building



Classroom Building



Classroom Building

JAMES M. BURCHFIELD PRIMARY ELEMENTARY SCHOOL

Colusa Unified School District | Colusa, CA

Proposed Exterior Renderings - MODULAR BID PACKAGE





TK/ K Building



TK/ K Building



Classroom Building



Classroom Building

JAMES M. BURCHFIELD PRIMARY ELEMENTARY SCHOOL

Colusa Unified School District | Colusa, CA

Proposed Interior Renderings - MODULAR BID PACKAGE