

**AGREEMENT INCORPORATING PIGGYBACK CONTRACT FOR MODULAR  
CLASSROOM BUILDINGS WITH AMERICAN MODULAR SYSTEMS INC.  
CONTRACT NUMBER LCF 19/20-11**

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This Agreement (“Agreement”) is entered into between the **La Cañada Unified School District** (“District”) and American Modular Systems, Inc. (AMS) (“Vendor”) (collectively “Parties”) in order to incorporate a piggyback contract for the purchase and installation of modular building (“Modular Buildings”) at Palm Crest Elementary School as follows:

**RECITALS**

**WHEREAS**, the La Cañada Unified School District (“District”) is a public school district organized and existing as a political subdivision of the State of California, and is authorized by the laws of the State of California to award contract pursuant to Public Contract 20118; and

**WHEREAS**, the Board of Education (Board) of the La Cañada Unified School District (District) has determined that a true and very real need exists to procure modular classrooms for the District;

**WHEREAS**, the Reef Sunset Union School District has a piggyback contract, titled as Facilities Supply Service Contract of Various Sites, in accordance with Public Contract Code 20118 with AMS (“RSUSD-AMS Contract”) that contains the materials, supplies, equipment and/or other personal property the District currently requires;

**WHEREAS**, the board of education of a school district, without advertising for bids, if the board has determined it to be in the best interests of the district, may authorize by contract, lease, requisition, or purchase order of any public corporation or agency, including any county, city, town, or district, to lease data-processing equipment, purchase materials, supplies, equipment, automotive vehicles, tractors, and other personal property for the district in the manner in which the public corporation or agency is authorized by law to make the leases or purchases from a vendor;

**WHEREAS**, the board of education of a school district is required to make a determination that a purchase and/or lease through a public corporation or agency is in the best interests of the district to take advantage of this exception; and

**WHEREAS**, the Board has determined that it is in the best interest of the District to authorize the purchase of modular classrooms through the piggyback contract procured by the Reef Sunset Union School District.

**WHEREAS**, Vendor wishes to provide the District with, and install the modular classrooms pursuant to the RSUSD-AMS Contract and this Agreement;

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

## **TERMS AND CONDITIONS**

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

**1.1** This Agreement with Additional Terms and Conditions and Special Conditions

The **RSUSD-AMS Contract**, including all of its provisions and documents incorporated therein by reference or operation of law attached hereto as **Attachment A**.

**1.2** The Description of the DSA modular classroom buildings to be purchased, are identified in the AMS proposal with inclusion/exclusions, attached hereto as **Attachment B**. (with reference to Floor Plans, Interior Elevations, and Exterior Elevations from Design Development Plans prepared by LPA dated 5/26/2020)

**1.3** Performance Bond attached hereto as **Attachment C**.

**1.4** Payment Bond attached hereto as **Attachment D**.

**1.5** The following certifications attached hereto as **Attachment E**.

- 1.5.1.1.** Site Visit Certification
- 1.5.1.2.** Workers' Compensation Certification
- 1.5.1.3.** Drug-Free Workplace Certification
- 1.5.1.4.** Tobacco-Free Certification;
- 1.5.1.5.** Asbestos & Other Hazardous Materials Certification;
- 1.5.1.6.** Lead-Product(s) Certification;
- 1.5.1.7** Criminal Background Investigation Certification;
- 1.5.1.8.** Registered Subcontractors List

**1.6** Project Responsibility Matrix Dated 6-1-20 attached hereto as **Attachment F**.

**1.7** Design Responsibility Matrix dated 6-1-20

**1.8** Project Schedule (Refer to **Attachment B**. **Detailed construction schedule shall be prepared by District in coordination with AMS and shall be made part of this Agreement**).

**1.9 District Elevator Check List dated 6-01-20**

2. Interpretation of Contract Documents: Questions concerning the intent, precedence, or meaning of the contract documents, including the Drawings or Specifications, shall be submitted to the District for interpretation. Inconsistencies in the Contract Documents shall be resolved by giving precedence in the following order:

2.0.1 District-approved modifications, beginning with the most recent (if any);

2.0.2 This Agreement with Additional Terms & Condition.

2.0.3 RSUSD-AMS Contract Provisions

2.0.4 Project proposal dated 6-1-20

2.0.5 Inclusions/exclusions dated 6-1-20

2.0.6 Project Responsibility Matrix dated 6-1-20

2.0.7 Design Responsibility Matrix dated 6-1-20

2.0.8 DSA-approved drawings

2.0.9 Figured dimensions;

3. AMS hereby extends to the District identical terms and conditions as those granted under the RSUSD-AMS Contract.

4. **Cost.** The Total Not-to-Exceed cost for the modular classrooms be per **Attachment “B”** and Project Cost Summary dated 6-1-20. as follows:

**The Total Contract Amount is Ten Million Three Hundred Fifty-Five Thousand Six Hundred Eighty Dollars (\$10,355,680).** The Contract Amount includes an Allowance Amount of Two Hundred Thousand Dollars (\$200,000) for unforeseen and District directed changes. The above allowance shall only be allocated for unforeseen items and or other changes directed by the District. Vendor shall not bill for or be due any portion of this allowance unless the District has identified specific work, Contractor has submitted a price for that work or the District has proposed a price for that work, the District has accepted the cost for that work, and the District has prepared an Allowance Expenditure Directive incorporating that work. Vendor hereby authorizes the District to execute a unilateral deductive change order or Contract Amendment at or near the end of the Project for all or any portion of the allowance not allocated.

Prices include supervision, labor, materials, taxes, overhead and profit and shipping to the school site, and shall include design, engineering, fabrication and installation.

5. **Pricing Acknowledgment and Certification.** Vendor hereby acknowledges and certifies that the prices indicated herein and in the referenced documents are the prices indicated and/or authorized in the RSUSD-AMS Contract, Vendor Proposal, and/or Vendor Agreement.

6. **Delivery Schedule and Installation.** Vendor shall deliver and install the classrooms for the Palm Crest Elementary School according to a delivery schedule to be agreed to by the Parties, but with installation to be completed no later than June 30, 2022 unless agreed to in writing by both Parties. All work shall be in accordance with DSA approved documents.

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

7.1. **Registration:** Vendor and its subcontractor(s) shall be registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 and in accordance with Labor Code section 1771.1.

7.2. **Certified Payroll Records:** Vendor and its subcontractor(s) shall upload certified payroll records (“CPR”) electronically using California Department of Industrial Relations’ (DIR) eCPR System by uploading the CPRs by electronic XML file or entering each record manually using the DIR’s iform (or current form) online on a weekly basis and within ten (10) days of any request by the District or Labor Commissioner at <http://www.dir.ca.gov/Public-Works/Certified-Payroll-Reporting.html> or current application and URL, showing the name, address, social security number, work classification, straight time, and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the Vendor and/or each subcontractor in connection with the Work.

7.3. **Labor Compliance:** Vendor shall perform the Work of the Project while complying with all the applicable regulations, including section 16000, et seq., of Title 8 of the California Code of Regulations and is subject to labor compliance monitoring and enforcement by the Department of Industrial Relations.

8. **Claims:** In the event of any demand by Vendor for (A) a time extension, including, without limitation, for relief from damages or penalties for delay assessed by the District under the Agreement, (B) payment by the District of money or damages arising from work done by, or on behalf of, the Vendor pursuant to the Agreement and payment of which is not otherwise expressly provided for or to which Vendor is not otherwise entitled to, or (C) an amount of payment disputed by the District, the parties shall attempt to resolve the dispute by those procedures set forth in Public Contract Code section 9204 and/or Article 1.5 (commencing with section 20104) of Chapter 1, Part, 3, Division 2, of the Public Contract Code, if applicable, the provisions of which are each



attached hereto and incorporated herein by this reference. If a claim, or any portion thereof, remains in dispute upon satisfaction of all applicable dispute resolution requirements, the Vendor shall comply with all claims presentation requirements as provided in Chapter 1 (commencing with section 900) and Chapter 2 (commencing with section 910) of Part 3 of Division 3.6 of Title 1 of Government Code as a condition precedent to the Vendor's right to bring a civil action against the District. For purposes of those provisions, the running of the time within which a claim must be presented to the District shall be tolled from the time the Vendor submits its written claim until the time the claim is denied, including any time utilized by any applicable meet and confer process. Pending resolution of the dispute, Vendor and its subcontractors shall continue to perform the Work under the Agreement and shall not cause a delay of the Work during any dispute, claim, negotiation, mediation, or arbitration proceeding, except by written agreement of the District.

8.1. "**Attachment 1**" to this Agreement, containing statutory language from Public Contracting Code Sections 9204, and 20104 through 20104.6, is incorporated herein by this reference.

9. **Bonds.** The Parties acknowledge and agree that Vendor shall comply with all insurance and bond requirements of the Contract, and shall provide the District with copies of all required insurance documents, payment bond(s), and performance bond(s), at the time Vendor executes this Agreement, as applicable to this purchase.

#### 10. **Miscellaneous Provisions.**

- 10.1. The Parties acknowledge that each of them has fully discussed the contents of this Agreement with their chosen representatives and/or legal counsel and has had the benefit of legal counsel in negotiating and drafting the terms of this Agreement. Accordingly, this Agreement shall not be construed as having been drafted by one party or the other.
- 10.2. This Agreement and the attachments hereto and the documents specifically incorporated into the Agreement by reference, constitute the entire Agreement between the District and Vendor. No other promises, contracts, or statements between the Parties shall be binding unless made in writing and signed by all Parties hereto.
- 10.3. Each party hereto shall bear its own costs and attorneys' fees incurred or connected with the drafting and signing of this Agreement and the events leading up to this Agreement.
- 10.4. This Agreement and the rights and obligations of the Parties hereunder shall be construed and interpreted in accordance with the laws of the State of California. Any action or proceeding to enforce this Agreement shall be commenced and maintained in the county in which the District's Office is located. Notwithstanding any provision to the contrary, this venue and jurisdiction provision shall control over any contradictory provision in the RSUSD-AMS Contract.

- 10.5. Termination for Convenience. In addition to the termination rights of the Parties set forth in the Vendor Agreement, the District shall have the right to terminate this Agreement for convenience, and compensate Vendor only for services satisfactorily rendered to the date of termination. Written notice, addressed as set forth in the Vendor Agreement, by District shall be sufficient to stop further performance of services by Vendor. Notice shall be deemed given when received by the Vendor or no later than three (3) days after the date of mailing, whichever is sooner. Notwithstanding any provision to the contrary, this Termination for Convenience provision shall control over any contradictory provision in the RSUSD-AMS Contract.
- 10.6. The Parties hereto hereby agree to execute all such other documents and to take all such other action as may be reasonably necessary to affect the purposes of this Agreement.
- 10.7. This Agreement may be executed in several counterparts and shall be deemed legally effective at such time as counterparts thereof duly executed on behalf of all Parties have been furnished and delivered to the Parties themselves or to the attorneys of the Parties to this Agreement. Signature of copies and facsimile or electronic versions of this Agreement shall have the same force and effect as signature of the original.

ACCEPTED AND AGREED on the date indicated below:

Dated: June 9,, 2020

**La Cañada Unified School District**

By: 

Mark Evans  
Associate Superintendent of Business &  
Administrative Services

Dated: June 3, 2020

**AMS Modular**

By: 

Dan Sarich  
President

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## ADDITIONAL TERMS AND CONDITIONS TO AGREEMENT

1. NOTICE TO PROCEED: District shall provide a Notice to Proceed to Contractor pursuant to the Contract at which time Contractor shall proceed with the Work.
2. STANDARD OF CARE: Contractor shall perform, diligently prosecute and complete the Work in a good and workmanlike manner within the Contract Time, and in strict conformity with all Contract Documents.
3. SITE EXAMINATION: Contractor has examined the Site and certifies that it accepts all measurements, specifications and conditions affecting the Work to be performed at the Site. By submitting its quote, Contractor warrants that it has made all Site examination(s) that it deems necessary as to the condition of the Site, its accessibility for materials, workers and utilities, and **Contractor's ability to protect existing surface** and subsurface improvements. No claim for allowance of time or money will be allowed as to any other undiscovered condition on the Site.
4. PERMITS, LICENSES AND REGISTRATION: Contractor and all of its employees, agents, and subcontractors shall secure **and maintain in force, at Contractor's sole cost and expense, all** licenses, registration and permits as are required by law, in connection with the furnishing of materials, supplies, or services herein listed.
5. PROJECT INSPECTION CARD: Contractor shall verify that forms DSA 152 Project Inspection Card (or current version) are issued for the Project prior to commencement of construction.
6. NOTIFICATION: Contractor shall notify the Architect and Project Inspector, in writing, of the commencement and completion of construction of each and every aspect of the work at least 48 hours in advance by submitting form DSA 156 (or current version) to the Project Inspector.  
**Forms are available on the DSA's website at: <http://www.dgs.ca.gov/dsa/Forms.aspx>.**
7. LABOR, MATERIALS AND EQUIPMENT: Contractor shall furnish all tools, equipment, apparatus, facilities, transportation, labor, and material necessary to furnish the services herein described, the services to be performed at such times and places as directed by and subject to the approval of the authorized District representative indicated in the Work specifications attached hereto. Unless otherwise specified, all materials shall be new and previously unused, and of the **manufacturer's latest model or the best of their respective kinds and grades** as noted or specified, and workmanship shall be of good quality.
8. SUBSTITUTIONS: No substitutions of material from those specified in the Work Specifications shall be made without the prior written approval of the District. Contractor shall be responsible for any re-**design costs occasioned by District's acceptance and/or approval of any substitute, as well** as any costs that the District incurs for professional services, including DSA fees. District may deduct those costs from any amounts owing to Contractor for the review of the request for substitution, even if the request for substitution is not approved. Contractor shall, in the event that a substitute is less costly than that specified, credit the District with one-hundred percent (100%) of the net difference between the substitute and the originally specified material.
9. INDEPENDENT CONTRACTOR STATUS: While engaged in carrying out the Services of this Contract, the Contractor is an independent contractor, and not an officer, employee, agent, **partner, or joint venture of the District. Contractor shall be solely responsible for its own Workers'** Compensation insurance, taxes, and other similar charges or obligations. Contractor shall be liable for its own actions, including its negligence or gross negligence, and shall be liable for the acts, omissions, or errors of its agents or employees.
10. CONTRACTOR SUPERVISION: Contractor shall provide competent supervision of personnel employed on the job Site, use of equipment, and quality of workmanship.
11. WORKERS: Contractor shall at all times enforce strict discipline and good order among its employees and the employees of its subcontractors and shall not employ or work any unfit person or anyone not skilled in work assigned to him or her. Any person in the employ of the Contractor or a subcontractor whom the District may deem incompetent or unfit shall be dismissed from the Site and shall not again be employed at Site without written consent from the District.
12. SUBCONTRACTORS: Subcontractors, if any, engaged by the Contractor for any Service or Work under this Contract shall be subject to the approval of the District. Contractor agrees to bind every subcontractor by the terms of the Contract as far as such terms are applicable to

subcontractor's work, including, without limitation, all registration, indemnification, insurance, bond, and warranty requirements. If Contractor shall subcontract any part of this Contract, Contractor shall be fully responsible to the District for acts and omissions of its subcontractor and of persons either directly or indirectly employed by itself. Nothing contained in the Contract Documents shall create any contractual relations between any subcontractor and the District.

13. **SAFETY AND SECURITY:** Contractor is responsible for maintaining safety in the performance of this Contract. Contractor shall be responsible to ascertain from the District the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.
14. **CLEAN UP:** Debris shall be removed from the Site. The Site shall be in order at all times when work is not actually being performed and shall be maintained in a reasonably clean condition.
15. **PROTECTION OF WORK AND PROPERTY:** Contractor shall erect and properly maintain at all times, as required by conditions and progress of the Work, all necessary safeguards, signs, barriers, lights, and security persons for protection of workers and the public, and shall post danger signs warning against hazards created by the Work. In an emergency affecting life and safety of life or of Work or of adjoining property, Contractor, without special instruction or authorization from District, is permitted to act at his discretion to prevent such threatened loss or injury.
16. **FORCE MAJEURE:** The Contractor shall be excused from performance hereunder during the time and to the extent that it is prevented from obtaining delivery, or performing by act of God, fire, strike, loss, or shortage of transportation facilities, lock-out, commandeering of materials, products, plants, or facilities by the government, when satisfactory evidence thereof is presented to the District, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the Contractor.
17. **CORRECTION OF ERRORS:** Contractor shall perform, at its own cost and expense and without reimbursement from the District, any work necessary to correct errors or omissions which are **caused by the Contractor's failure to comply with the standard of care required herein.**
18. **DISTRICT'S RIGHT TO PERFORM WORK:** If the Contractor should neglect to prosecute the Work properly or fail to perform any provisions of this Contract, the District, after FORTY-EIGHT (48) hours' written notice to the Contractor, may make good such deficiencies, without prejudice to any other remedy it may have, including but not limited to the District hiring its own forces or **another contractor to replace the Contractor's nonconforming Work, in which case the District shall** either issue a deductive Change Order, a Construction Change Directive, or invoice the Contractor for the cost of that work. Contractor shall pay any invoices within thirty (30) days of receipt of same or District may withhold those amounts from payment(s) to Contractor.
19. **ACCESS TO WORK:** District representatives, Architect, and Project Inspector shall at all times have access to the Work wherever it is in preparation or in progress. Contractor shall provide safe and proper facilities for such access.
20. **OCCUPANCY:** District reserves the right to occupy buildings at any time before formal Contract completion and such occupancy shall not constitute final acceptance or approval of any part of the Work covered by this Contract, nor shall such occupancy extend the date specified for completion of the Work.
21. **PAYMENT:** On a monthly basis, Contractor shall submit an application for payment based upon the estimated value for materials delivered or services performed under the Contract as of the **date of submission ("Application for Payment"). Within thirty (30) days after District's approval of** the Application for Payment, Contractor shall be paid a sum equal to ninety-five percent (95%) of the value of the Work performed (as verified by Architect and Inspector and certified by Contractor) up to the last day of the previous month, less the aggregate of previous payments and amount to be withheld. The District may withhold or deduct from any payment an amount necessary to protect the District from loss because of: (1) liquidated damages which have accrued as of the date of the application for payment; (2) any sums expended by the District in performing **any of Contractor's obligations under the Contract which Contractor has failed to perform or has** performed inadequately; (3) defective Work not remedied; (4) stop payment notices as allowed by state law; (5) reasonable doubt that the Work can be completed for the unpaid balance of the Total Contract price or by the scheduled completion date; (6) unsatisfactory prosecution of the

Work by Contractor; (7) unauthorized deviations from the Contract; (8) failure of the Contractor to maintain or submit on a timely basis proper and sufficient documentation as required by the Contract or by District during the prosecution of the Work; (9) erroneous or false estimates by the Contractor of the value of the Work performed; (10) any sums representing expenses, losses, or damages, as determined by the District, incurred by the District for which Contractor is liable under the Contract; and (11) any other sums which the District is entitled to recover from Contractor under the terms of the Contract or pursuant to state law, including section 1727 of the California Labor Code. The failure by the District to deduct any of these sums from a progress **payment shall not constitute a waiver of the District's right to such sums. The District shall retain five percent (5%) from all amounts owing as retention. Retention shall be paid pursuant to Public Contract Code sections 7107, 7200 and 7201.**

22. **CHANGE IN SCOPE OF WORK:** Any change in the scope of the Work, method of performance, nature of materials or price thereof, or any other matter materially affecting the performance or nature of the Work shall not be paid for or accepted unless such change, addition, or deletion is approved in advance and in writing by a valid change order executed by the District. Contractor specifically understands, acknowledges, and agrees that the District shall have the right to request any alterations, deviations, reductions, or additions to the Project or Work, and the cost thereof shall be added to or deducted from the amount of the Contract Price by fair and reasonable valuations. Contractor also agrees to provide the District with all information requested to substantiate the cost of the change order and to inform the District whether the Work will be done by the Contractor or a subcontractor. In addition to any other information requested, Contractor shall submit, prior to approval of the change order, its request for a time extension (if any), as well as all information necessary to substantiate its belief that such change will delay the completion of the Work. If Contractor fails to submit its request for a time extension or the necessary supporting information, it shall be deemed to have waived its right to request such extension.

23. **INDEMNIFICATION:**

- 23.1 To the furthest extent permitted by California law, Contractor shall indemnify and hold harmless the District, its agents, representatives, officers, consultants, employees, and **volunteers (the "Indemnified Parties") from any and all demands, losses, liabilities, claims, suits, injury, expenses, and actions (the "Claims") of any kind, nature, and description, including, but not limited to, attorneys' fees and costs, directly or indirectly arising from, arising out of, connected with, or resulting from, in whole or in part, the performance of this Contract. However, the Contractor's indemnification and hold harmless obligation shall be reduced by the proportion of the Indemnified Parties' liability to the extent the Claims are caused by the sole or active negligence or willful misconduct of the Indemnified Parties, as found by a court or arbitrator of competent jurisdiction.**
- 23.2 To the furthest extent permitted by California law, Contractor shall also defend the **Indemnified Parties at Contractor's own expense, including attorneys' fees and costs, from any and all Claims directly or indirectly arising from, arising out of, connected with, or resulting from the performance of this Contract. However, the Contractor's defense obligation shall be reduced by the proportion of the Indemnified Parties' liability to the extent the Claims are caused by the sole or active negligence or willful misconduct of the Indemnified Parties, as found by a court or arbitrator of competent jurisdiction. The District shall have the right to accept or reject any legal representation that Contractor proposes to defend the District.**
- 23.3 Pursuant to Public Contract Code section 9201, the District shall provide timely notification to Contractor of the receipt of any third-party claim relating to this Contract. The District shall be entitled to recover its reasonable costs incurred in providing said notification.
- 23.4 The District may retain so much of the moneys due the Contractor as shall be considered necessary, until disposition of any such suit, claims until the District has received written agreement from the Contractor that it will unconditionally defend the Indemnified Parties, and pay any damages due by reason of settlement or judgment.
- 24.5 The **Contractor's** defense and indemnification obligations hereunder shall survive the completion of Work, the warranty/guarantee period, and the termination of the Contract.

24. **PAYMENT BOND AND PERFORMANCE BOND:** Contractor shall not commence the Work until it has provided to the District, in a form acceptable to the District, a Payment (Labor and Material) Bond and a Performance Bond, each in an amount equivalent to one hundred percent (100%) of the Contract Price issued by a surety admitted to issue bonds in the State of California and otherwise acceptable to the District.

25. **CONTRACTOR'S INSURANCE:**

25.1 The Contractor shall procure and maintain at all times it performs any portion of the Services the following insurance with minimum limits equal to the amount indicated below.

Type of Coverage	Minimum Requirement
Commercial General Liability Insurance, including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments Each Occurrence General Aggregate	 \$ 2,000,000 \$ 4,000,000
Automobile Liability Insurance - Any Auto Combined Single Limit	 \$ 1,000,000
<b>Workers' Compensation</b>	Statutory Limits
<b>Employer's Liability</b>	\$ 1,000,000

25.2 Commercial General Liability and Automobile Liability Insurance. Commercial General Liability Insurance and Automobile Liability Insurance (covering owned, non-owned, and hired automobiles) that shall protect the Contractor, the District, and the State from all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising performing any portion of the Services. (Form CG 0001 and CA 0001, or forms substantially similar, if approved by the District.)

25.3 **Workers' Compensation and Employers' Liability Insurance.** Workers' Compensation Insurance and Employers' Liability Insurance for all of its employees performing any portion of the Services. In accordance with provisions of section 3700 of the California Labor Code, the Contractor shall be required to secure workers' compensation coverage for its employees. If any class of employee or employees engaged in performing any portion of the Services under this Contract are not protected under the **Workers' Compensation Statute, adequate insurance coverage for the protection of any employee(s) not otherwise protected must be obtained before any of those employee(s) commence performing any portion of the Services.**

25.4 Proof of Insurance. The Contractor shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverage have been delivered in duplicate to the District and approved by the District. Certificates and insurance policies shall include the following:

25.4.1 A clause stating the following, or other language acceptable to the District: **"This policy shall not be canceled until notice has been mailed to the District, stating date of cancellation. Date of cancellation shall not be less than thirty (30) days after date of mailing notice."**

25.4.2 Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation notice will be sent, and length of notice period.

25.4.3 An endorsement stating that the District and its Governing Board, agents, representatives, employees, trustees, officers, consultants, and volunteers are **named additional insured under all policies except Workers' Compensation Insurance, and Employers' Liability Insurance.** An endorsement shall also state **that Contractor's insurance policies shall be primary to any insurance or self-insurance maintained by District.** An endorsement shall also state that there shall

be a waiver of any subrogation.

25.4.4 **All policies except the Workers' Compensation Insurance, and Employers' Liability Insurance Policies** shall be written on an occurrence form.

25.5 **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the District.

26. **WARRANTY/QUALITY:** Unless a longer warranty is called for elsewhere in the Contract Documents, the Contractor, manufacturer, or their assigned agents shall guarantee the workmanship, product or service performed against defective workmanship, defects or failures of materials for a minimum period of one (1) year from filing the Notice of Completion with Los Angeles County. All workmanship and merchandise must be warranted to be in compliance with applicable California energy, conservation, environmental, and educational standards.
27. **CONFIDENTIALITY:** The Contractor shall maintain the confidentiality of all information, documents, programs, procedures, and all other items that Contractor encounters while **performing the Contractor's Work to the extent allowed by law. This requirement shall be ongoing** and shall survive the expiration or termination of this Contract and specifically includes all student, parent, and disciplinary information.
28. **LIMITATION OF DISTRICT LIABILITY:** **District's financial obligations under this Contract shall** be limited to the payment of the compensation provided in this Contract. Notwithstanding any other provision of this Contract, in no event shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Contract for the services performed in connection with this Contract.
29. **COMPLIANCE WITH LAWS:** Contractor shall give all notices and comply with all laws, ordinance, rules and regulations bearing on conduct of the Work as indicated or specified. If Contractor observes that any of the Work required by this Contract is at variance with any such laws, ordinance, rules or regulations, Contractor shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Work shall be made and this Contract shall be appropriately amended in writing, or this Contract shall be terminated effective **upon Contractor's receipt of a written termination notice from the District. If Contractor performs** any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Contractor shall bear all costs arising therefrom.
30. **LABOR CODE REQUIREMENTS:** The Contractor shall comply with all applicable provisions of the California Labor Code, Division 3, Part 7, Chapter 1, Articles 1 – 5, including, without limitation, the payment of the general prevailing per diem wage rates for public work projects of more than one thousand dollars (\$1,000). Copies of the prevailing rate of per diem wages are on file with the District or available online at <http://www.dir.ca.gov/>. In addition, the Contractor and each subcontractor shall comply with Chapter 1 of Division 2, Part 7 of the California Labor Code, beginning with Section 1720, and including Section 1735, 1777.5 and 1777.6, forbidding discrimination, and Sections 1776, 1777.5 and 1777.6 concerning the employment of apprentices by Contractor or subcontractors. Willful failure to comply may result in penalties, including loss of the right to bid on or receive public works contracts.
- 30.1 **Registration:** Contractor and its subcontractor(s) shall be registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 and in accordance with Labor Code section 1771.1.
- 30.1.1 **Registered Subcontractor List:** Within 30 days of the award of contract or prior to commencing the Work under this Contract, whichever occurs first, Contractor shall provide District all information required by Labor Code section 1773.3, as amended by Stats. 2017, Ch. 28, Sec. 21, for Company and all tiers of Subcontractors to enable District to provide notice to the Department of Industrial Relations (DIR) of the Contract (PWC-100 form). Contractor shall submit and maintain an updated Registered Subcontractor List including all Subcontractors of any tier furnishing labor, material, or equipment to the Project.

- 30.2 Certified Payroll Records: Contractor and its subcontractor(s) shall upload certified **payroll records ("CPR") electronically using California Department of Industrial Relations' (DIR) eCPR System** by uploading the CPRs by electronic XML file or entering each record manually using **the DIR's iform (or current form) online on a weekly basis and within ten (10) days** of any request by the District or Labor Commissioner at <http://www.dir.ca.gov/Public-Works/Certified-Payroll-Reporting.html> or current application and URL, showing the name, address, social security number, work classification, straight time, and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the Contractor and/or each subcontractor in connection with the Work.
- 30.3 Labor Compliance: Contractor shall perform the Work of the Project while complying with all the applicable regulations, including section 16000, et seq., of Title 8 of the California Code of Regulations and is subject to labor compliance monitoring and enforcement by the Department of Industrial Relations.
31. ANTI -DISCRIMINATION: It is the policy of the District that in connection with all work performed under Contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the Contractor agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment Practice Act beginning with Government Code Section 12900 and Labor Code Section 1735. In addition, the Contractor agrees to require like compliance by all its subcontractor(s).
32. DISABLED VETERAN BUSINESS ENTERPRISES: Section 17076.11 of the Education Code requires school districts using funds allocated pursuant to the State of California School Facility Program for the construction or modernization of a school building (SFP Funds) to have a participation of at least three percent (3%), per year, of the overall dollar amount expended each year by the school district, for disabled veteran business enterprises (DVBE). If this Contract uses SFP Funds, Contractor must submit, with its executed Contract, appropriate documentation to the District identifying the steps Contractor has taken to solicit DVBE participation in conjunction with this Contract.
33. ANTI -TRUST CLAIM: Contractor and its subcontractor(s) agree to assign to the District all rights, title, and interest in and to all causes of action they may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the Contract or a subcontract. This assignment shall be made and become effective at the time the District tenders final payment to the Contractor, without further acknowledgment by the parties.
34. CONTRACTOR CLAIMS: In the event of any demand by Contractor for (A) a time extension, including, without limitation, for relief from damages or penalties for delay assessed by the District under the Contract, (B) payment by the District of money or damages arising from work done by, or on behalf of, the Contractor pursuant to the Contract and payment of which is not otherwise expressly provided for or to which Contractor is not otherwise entitled to, or (C) an amount of payment disputed by the District, the parties shall attempt to resolve the dispute by those procedures set forth in Public Contract Code section 9204 and/or Article 1.5 (commencing with section 20104) of Chapter 1, Part, 3, Division 2, of the Public Contract Code, if applicable, the provisions of which are each attached hereto and incorporated herein by this reference. If a claim, or any portion thereof, remains in dispute upon satisfaction of all applicable dispute resolution requirements, the Contractor shall comply with all claims presentation requirements as provided in Chapter 1 (commencing with section 900) and Chapter 2 (commencing with section 910) of Part 3 **of Division 3.6 of Title 1 of Government Code as a condition precedent to the Contractor's right to bring a civil action against the District.** For purposes of those provisions, the running of the time within which a claim must be presented to the District shall be tolled from the time the Contractor submits its written claim until the time the claim is denied, including any time utilized by any applicable meet and confer process. Pending resolution of the dispute, Contractor and its subcontractors shall continue to perform the Work under the Contract and shall not cause a delay of the Work during any dispute, claim, negotiation, mediation, or arbitration proceeding, except by written agreement of the District.



35. **ATTORNEY FEES/COSTS:** Should litigation be necessary to enforce any terms or provisions of this Contract, then each party shall bear its own litigation and collection expenses, witness fees, **court costs and attorney's fees.**
36. **TERMINATION:** **If Contractor fails to perform the Services and Contractor's duties to the satisfaction of the District, or if Contractor fails to fulfill in a timely and professional manner Contractor's obligations under this Contract, or if Contractor violates any of the terms or provisions of this Contract,** District shall have the right to terminate this Contract effective immediately upon the District giving written notice thereof to the Contractor. The Contractor and its performance bond surety, if any, shall be liable for all damages caused to the District by reason **of the Contractor's failure to perform and complete the Contract. District shall also have the right in its sole discretion to terminate the Contract for its own convenience upon District giving three (3) days' written notice thereof to the Contractor. In case of a termination for convenience,** Contractor shall be paid for the actual cost for labor, materials, and services performed that is unpaid and can be documented through timesheets, invoices, receipts, or otherwise, and five percent (5%) of the total cost of Work performed as of the date of termination, or five percent (5%) of the value of the Work yet to be performed, whichever is less. This five percent (5%) shall **be full compensation for all of Contractor's and its subcontractor(s)' mobilization and/or demobilization costs and any anticipated loss profits resulting from termination of the Contractor for convenience.** Termination shall have no effect upon any of the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of termination.
37. **ASSIGNMENT OF CONTRACT:** Contractor shall not assign or transfer in any way any or all of its rights, burdens, duties, or obligations under this Contract without the prior written consent of the District.
38. **TIME IS OF THE ESSENCE:** Time is of the essence in the performance of and compliance with each of the provisions and conditions of this Contract.
39. **CALCULATION OF TIME:** **For the purposes of this Contract, "days" refers to calendar days** unless otherwise specified.
40. **GOVERNING LAW:** This Contract shall be governed by and construed in accordance with the laws of the State of California with venue of any action in Los Angeles County.
41. **BINDING CONTRACT:** This Contract shall be binding upon the parties hereto and upon their successors and assigns, and shall inure to the benefit of said parties and their successors and assigns.
42. **DISTRICT WAIVER:** District's waiver of any term, condition, covenant or waiver of a breach of any term, condition or covenant shall not constitute the waiver of any other term, condition or covenant or the waiver of a breach of any other term, condition or covenant.
43. **CAPTIONS AND INTERPRETATIONS:** Paragraph headings in this Contract are used solely for convenience, and shall be wholly disregarded in the construction of this Contract. No provision of this Contract shall be interpreted for or against a party because that party or its legal representative drafted such provision, and this Contract shall be construed as if jointly prepared by the parties.
44. **INVALID TERM:** If any provision of this Contract is declared or determined by any court of competent jurisdiction to be illegal, invalid or unenforceable, the legality, validity or enforceability of the remaining parts, terms and provisions shall not be affected thereby, and said illegal, unenforceable or invalid part, term or provision will be deemed not to be a part of this Contract.
45. **PROVISIONS REQUIRED BY LAW DEEMED INSERTED:** Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and this Contract shall be read and enforced as though it were included therein.
46. **LIQUIDATED DAMAGES:** \$1000 per calendar day. Contractor and District hereby agree that the exact amount of damages for failure to complete the Work within the time specified is extremely difficult or impossible to determine. If the Work is not completed within the time specified in the Contract Documents or agreed upon per the Construction Baseline Schedule, it is understood that the District will suffer damage. It being impractical and unfeasible to determine the amount of actual damage, it is agreed the Contractor shall pay to District as fixed and liquidated damages, and not as a penalty, the amount set forth above for each calendar day of delay in completion. Contractor and its Surety shall be liable for the amount thereof pursuant to Government Code

section 53069.85.

47. ENTIRE CONTRACT: This Contract sets forth the entire agreement between the parties hereto and fully supersedes any and all prior agreements, understandings, written or oral, between the parties hereto pertaining to the subject matter thereof.
48. NO ORAL MODIFICATIONS: No oral agreement or conversation with any officer, agent, or employee of District, either before or after execution of Contract, shall affect or modify any of the terms or obligations contained in any of the documents comprising the Contract.

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## SPECIAL CONDITIONS

### 1. Mitigation Measures

Contractor shall comply with all applicable mitigation measures, if any, adopted by any public agency with respect to this Project pursuant to the California Environmental Quality Act. (See Public Resources Code section 21000 *et seq.*)

2. Project Access. Access to the school buildings and entry to buildings, classrooms, restrooms, mechanical rooms, electrical rooms, or other rooms, for construction purposes, must be coordinated with District and onsite District personnel before Work is to start. Unless agreed to otherwise in writing, only a school custodian will be allowed to unlock and lock doors in existing building(s). The custodian will be available only while school is in session. If a custodian is required to arrive before 7:00 a.m. or leave after 3:30 p.m. to accommodate **Contractor's Work, the overtime wages for the custodian will be paid by the Contractor, unless at the discretion of the District, other arrangements are made in advance.**

2.2. Master Key. Upon request, the District may, at its own discretion, provide a master key to the school site for the convenience of the Contractor. The Contractor agrees to pay all expenses to re-key the entire school site and all other affected District buildings if the master key is lost or stolen, or if any unauthorized party obtains a copy of the key or access to the school.

2.3. Maintaining Services. The Contractor is advised that Work is to be performed in spaces regularly scheduled for instruction. Interruption and/or periods of shutdown of public access, electrical service, water service, lighting, or other utilities shall be only as arranged in advance with the District. Contractor shall provide temporary **services to all facilities interrupted by Contractor's Work.**

2.4. Maintaining Utilities. The Contractor shall maintain in operation during duration of Contract, drainage lines, storm drains, sewers, water, gas, electrical, steam, and other utility service lines within working area.

2.5. Confidentiality. Contractor shall maintain the confidentiality of all information, documents, programs, procedures and all other items that Contractor encounters while performing the Work. This requirement shall be ongoing and shall survive the expiration or termination of this Agreement and specifically includes, without limitation, all student, parent, and employee disciplinary information and health information.

2.6. Work During Instructional Time. By submitting its bid, Contractor affirms that Work may be performed during ongoing instruction in existing facilities. If so, Contractor agrees to cooperate to the best of its ability to minimize any disruption to school operations and any use of school facilities by the public up to, and including, rescheduling specific work activities, at no additional cost to District.

2.7. No Work During Student Testing. Contractor shall, at no additional cost to the District and at the District's request, **coordinate its Work to not disturb District students** including, without limitation, not performing any Work when students at the Site are taking State or Federally-required tests.

### 3. Badge Policy For Contractors

3.1. All Contractors doing work for the District will provide their workers with identification badges. These badges will be worn by all members of the Contractor's staff who are working in a District facility. Badges must be filled out in full and contain the following information:

- Name of Contractor
- Name of Employee
- Contractor's address and phone number

3.2. Badges are to be worn when the Contractor or his/her employees are on site and must be visible at all times. Contractors must inform their employees that they are required to allow District employees, the Architect, the Construction Manager, the Program Manager, or the Project Inspector to review the information on the badges upon request.

3.3. Continued failure to display identification badges as required by this policy may result in the individual being removed from the Project or assessment of fines against the Contractor.

### 4. Substitution for Specified Items

4.1. Whenever in the Specifications any materials, process, or article is indicated or specified by grade, patent, or proprietary name, or by name of manufacturer, that **Specification shall be deemed to be followed by the words "or equal."** Contractor may, unless otherwise stated, offer any material, process, or article that shall be substantially equal or better in every respect to that so indicated or specified.

4.2. If the material, process, or article offered by Contractor is not, in the opinion of the District, substantially equal or better in every respect to that specified, then Contractor shall furnish the material, process, or article specified in the Specifications without any additional compensation or change order.

4.3. This provision shall not be applicable with respect to any material, product, thing or service for which District made findings and gave notice in accordance with Public Contract Code section 3400(c); therefore, Contractor shall not be entitled to request a substitution with respect to those materials, products or services.

4.4. A request for a substitution shall be submitted as follows:

Requests for Substitutions after award of the Contract shall be submitted within thirty-five (35) days of the date of the Notice of Award.

Within 35 days after the date of the Notice of Award, Contractor shall provide data **substantiating a request for substitution of "an equal" item, including but not limited** to the following:

- All variations of the proposed substitute from the material specified including, but not limited to, principles of operation, materials, or construction finish, thickness or gauge of materials, dimensions, weight, and tolerances;
- Available maintenance, repair or replacement services;

- Increases or decreases in operating, maintenance, repair, replacement, and spare parts costs;
- Whether or not acceptance of the substitute will require other changes in the Work (or in work performed by the District or others under Contract with the District); and
- The time impact on any part of the Work resulting directly or indirectly from acceptance of the proposed substitute.

4.5. No substitutions shall be made until approved, in writing, by the District. The burden of proof as to equality of any material, process, or article shall rest with Contractor. The Contractor warrants that if substitutes are approved:

- The proposed substitute is equal or superior in all respects to that specified, and that such proposed substitute is suitable and fit for the intended purpose and will perform adequately the function and achieve the results called for by the general design and the Contract Documents;
- The Contractor provides the same warranties and guarantees for the substitute that would be provided for that specified;
- The Contractor shall be fully responsible for the installation of the substitute and any changes in the Work required, either directly or indirectly, because of the acceptance of such substitute, with no increase in Contract Price or Contract Time. Incidental changes or extra component parts required to accommodate the substitute will be made by the Contractor without a change in the Contract Price or Contract Time;
- The Contractor shall be responsible for any re-design costs occasioned by District's acceptance and/or approval of any substitute; and
- The Contractor shall, in the event that a substitute is less costly than that specified, credit the District with one hundred percent (100%) of the net difference between the substitute and the originally specified material. In this event, the Contractor agrees to execute a deductive Change Order to reflect that credit.

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

4.7. In no event shall the District be liable for any increase in Contract Price or Contract Time due to any claimed delay in the evaluation of any proposed substitute or in the acceptance or rejection of any proposed substitute.

4.8. Contractor shall be responsible for any costs the District incurs for professional services, DSA fees, or delay to the Project Schedule, if applicable, while DSA **reviews changes for the convenience of Contractor and/or to accommodate Contractor's** means and methods. District may deduct those costs from any amounts owing to the Contractor for the review of the request for substitution, even if the request for substitution is not approved. District, at its sole discretion, shall deduct from the payments due to and/or invoice Contractor for all the professional services and/or DSA fees or delay to the

Project Schedule, if applicable, while DSA reviews changes for the convenience of Contractor **and/or to accommodate Contractor's means and methods arising herein.**

5. Weather Days

Adverse Weather conditions are those wherein the weather satisfies all of the following conditions: (1) unusually severe precipitation, sleet, snow, hail, heat, or cold conditions in excess of the norm for the location and time of year it occurred, (2) unanticipated, and (3) at the Project. Delays due to Adverse Weather will only be permitted in compliance with any applicable provisions in the Agreement and only if the number of days of Adverse Weather exceeds the following parameters and Contractor can verify that the excess days of Adverse Weather caused delays:

January	6	July	0
February	7	August	0
March	5	September	1
April	3	October	2
May	2	November	2
June	1	December	4

6. Permits, Certificates, Licenses, Fees, Approvals

6.1. Payment for Permits, Certificates, Licenses, Approvals and Fees. Contractor shall secure and pay for all permits, licenses, approvals, and certificates necessary for the prosecution of the Work except for the following:

Division of State Architect Fees

Utilities Connection Fees

7. As-Builts and Record Drawings

7.1. Contractor shall submit As Built Drawings pursuant to the Contract Documents in PDF Format.

END OF DOCUMENT

**ATTACHMENT A**  
**(Provide separately - To be inserted)**

**ATTACHMENT B**  
**(AMS Proposal Dated 6-1-2020)**





June 1, 2020 (revised)

La Canada Unified School District  
4490 Cornishon Avenue  
La Canada, CA 91011

**Attn:** Mark Evans, Associate Superintendent of Business & Administrative Services

**RE: Palm Crest Elementary School – Two Story Modular Classroom Building Complex**

American Modular Systems is pleased to provide this proposal for the above referenced project. The Two-Story Classroom Building Complex consists of Building 1 and Building 2. Our proposal is based on the conceptual drawings by LPA Architects, dated May 26, 2020, the Reef-Sunset School District Facilities Supply Services Contract, the Inclusions and Exclusions (Exhibit A), the Responsibility Matrix (Exhibit B) and Elevator Check List (Exhibit C).

**DSA approved steel rigid frame construction, 20 lb. roof load, building design for 115 mph ULT wind speed, Exposure "C" building design, floor load 50 + 15 PSF (2<sup>nd</sup> floor), 50 + 15 PSF (1<sup>st</sup> floor), sprinkler system in lieu of 1-hr, 2016 CBC, FOB La Canada, CA**

**Building 1:** 196' x 36'; (12) Classroom, (2) Staff Workroom and Restroom, (2) Janitor Room, (2) Storage Room and (2) data Room (14,112 sf)

**Building 2:** 126' x 36'; (8) Classroom and (2) Restroom (9,072 sf)

- (2) Open cantilevered balconies with 8' overhangs
- (1) Switch back stair with cast in place concrete treads and landings
- (2) Straight Non-Covered stairway with cast in place concrete treads and landings
- (1) Two stop elevator, 3 phase
- (1) Skywalk with roof, for access to restrooms and elevator

**Total Building SF:** 23,184

**Project Total \$10,155,680**

**Project Milestones**

Engineering Contract	March 31, 2020
Construction Contract	May 20, 2020
Engineering Duration	April - June 2020
DSA approval	January 2021
Start Manufacturing	April 2021
Award Site Contractor	March 2021
Start concrete foundations	July Aug 2021
Delivery and On-Site finishes	Begin October 1, 2021 thru June 2022
Project Completion	June 2022

**Inclusions and Exclusions:** see Exhibit A  
**Responsibility Matrix:** see Exhibit B  
**Elevator Check List:** see Exhibit C

Terms – Monthly progress payment net 20 days. Quote good for 60 days.

Page 1 of 2

#### Design Criteria

DSA approved steel rigid frame construction, 20lb roof load; 115 mph ULT wind speed, Type V non-rated construction with fire sprinkler system in lieu of 1hr construction, 2016 CBC, per attached conceptual floor plan.

#### Low Seismic Zone design.

Fire Sprinkler Design and Installation. Wet fire sprinkler system throughout – brought to one point of connection per building wing. Semi-recessed sprinkler heads in classrooms, fully recessed at corridor space.

**Design Only:** Below Grade Concrete Foundation System for building, stairs and elevator per PC design. To include in the design a rodent barrier (slurry), 16"-18" crawl space, cast-in-place vent/access wells with metal grates/frames and embeds. Final design subject to soils report.

#### Notes:

- Concrete foundation design and engineering by AMS, installation by others. AMS is not responsible for quality of installation, inspections, nor acceptance of foundation. Any review performed by AMS shall be considered a courtesy to assist with the overall project success and does not remove the contractor's responsibility to comply with plans and specifications. Contractor performing foundation installations is responsible to ensure foundation is completed per plans, specifications, and meets tolerances for modular buildings as described in AMS drawings. In the event engineering is required to accommodate errors or omissions, rework or additional coordination/engineering, all expenses shall be reimbursed to AMS. In addition, a \$1,500 per hour back charge will occur if a delay due to grinding, leveling, etc... is required at time of installation.
- Concrete Foundation Embeds – Per DSA approved AMS PC design, Foundation Embeds are required for all concrete foundations as designed by AMS. IF concrete foundations are by other than AMS, embeds may be purchased directly by contractor. If foundations by AMS, Embeds are to be included. Embeds must be inspected by a DSA approved welding inspector in accordance with project approved Testing and Inspections and per AMS DSA approved drawings.
- Concrete Foundation Exclusions – site demolition, foundation pad excavation, import/export soils, surveying, site improvements, underground hazards, crawl space drainage, dry wells, slurry seal, backfilling/compaction, unforeseen conditions
- All site labor non-union prevailing wage
- Modules being stored at factory over 90 days will require payment.
- District must provide an ALL WEATHER truck accessible level/compacted prepared pad.
- Point of Connection Drawings (POC) as coordinated with the District and design team, supersedes any previous drawings and/or communications regarding POC's, including the DSA approved drawings. The locations and sizing reflected on the POC sheet are the responsibility of the Architect of Record to provide to the appropriate on-site contractors for coordination and execution.
- LPA Drawings/Documents are only being used for conceptual purpose only. Final drawings and specifications will be a collaborative effort between the District, LPA & AMS.
- Title 24 requirements for buildings 10,000 SF or larger are not included in AMS's scope of work (Certificate of Compliance, Building Commissioning, Demand Response Controls, etc.) Architect of Record or Owner are responsible for design, coordination, and implementation of requirements.
- The omission of any item(s) not listed in the assumed scope and/or exclusions shall not be construed to be included in this pricing. All projects per AMS standard PC guidelines, manufacturing methods, finishes and fixtures. AMS does not include direction and/or design for options not included in our scope unless otherwise stated or coordinated prior.

If you should have any questions, please do not hesitate to call.

Sincerely,

  
Anthony Sarich  
VP Of Operations  
American Modular Systems, Inc.

Accepted By:

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Mark Evans, Associate Superintendent of Business & Administrative Services

Date

Page 2 of 2



**Exhibit A - Scope of Work Summary - page 1 of 2**  
**La Canada Unified School District - Palm Crest Elementary Two-Story Classroom**  
**June 1, 2020**

<b>INCLUSIONS</b>
<b>Building Envelope</b>
Moment Frame Structural system
3/8-12 Mono pitched Cool-Roof PVC Sarnafil system 60mil, includes concealed downspouts w/ cleanouts
Exterior building elevations to be similar to LPA drawings dated 4/21/20 and 4/22/20
5" Concrete Suspended-Slab floor system over metal deck 1st/2nd story & balcony
2x8 Wood wall framing at 1st floor, 2x8 Wood wall framing at 2nd floor
Classroom entry doors to be clear anodized storefront assembly w/ HM doors, front and rear windows to be Series 5000 All-Weather clear anodized aluminum frames
Exterior Doors: Grade II, as minimum a requirement. Manufactured by Ceco Doors
Interior Welded frames W/Solid core wood doors (Painted), Exterior welded frames and Ceco Doors at classrooms, staff rooms, janitor rooms, and student restrooms
Door Hardware to be mortise locks, Allegion AD-300 by District, door prep by AMS for electronic locks on strike side only
All exterior glazing shall be low E dual glazed 1"-thick minimum Solarban 70XL (Translucent at Rear & Front to be Tinted), exterior glazing to be laminated
All windows to be Non-Operable
Exterior Wall Metal Siding by 3A Composites - Alucobond Plus (Rear of Buildings Only, Locations Per LPA Elevations Dated 4/21/20)
South set of stairs, only, shall be clad in (2) sides w/ AEP Nu-wave corrugated and perforated aluminum panels w/ exposed fasteners or equal
3 Coat stucco sand finish, Dryvit acrylic w/ integral color and painted (Locations Per LPA Elevations 4/21/20)
<b>Insulation</b>
R-21 Wall and R-30 Roof (Meets Title 24 Energy Code)
<b>Wall and Floor</b>
1st & 2nd Story classrooms Armstrong Prelude XL 15/16" in a 2"x2" grid pattern T-Bar ceiling design, 9'-0" ceiling height
Ceiling Tile 24" x 24" by Armstrong - Dune 1772 Square edge lay in
Painted Gyp. Ceilings in all restrooms 8-6"
Low to no VOC Primers and Paints - (Dunn Edwards)
1/2" Gypsum interior wall backing
Classroom Carpet - Resilience Floor Shaw Contract Inspire Encourage and Interface Roy G BIV Shadow Gray, include 4" rubber wall base
Classroom Walk Off Matt - Tarkett Abrasive Action - color Winter Grey
Auxiliary spaces to have sealed concrete.
Restroom floors - Arizona Floor Tile 12"x24" Pave - color Nero
Restroom wall tile full height, Arizona Wall Tile 12"x24" Pave - color Ash, Accent Wall Tile - Daltile Keystone - color DK24 Berry Blend
Classroom Resilient Flooring - Shaw Contract, Style: Inspire, Color: Enourage (as per LPA colors dated 3/16/20)
Sealed Concrete Flooring in Data Room
Koroseal (School Collection) Style: LINO, (2) colors tackable walls in all classrooms
Markerboards: Manufactured by Claridge, 1ea 7"x20", 1ea 7"x8" per classroom
Exposed fire treated plywood walls at data rooms, Janitor rooms w/ FRP (white) walls
<b>Mechanical</b>
Cast waste piping/Copper domestic water system, multiple POC's per wing
3-Phase 208V Interior i-Tec 4 ton all electric HVAC system W/Economizer, 0-10 V DC signal to control economizer operation, in-take grills to be powder coated
Carrier wall cassette min-split HVAC in data rooms - 2 each total
Fire sprinkler system with riser (1' AFF, Connection by GC) 1 riser per wing, 2ea total
Filters manufactured by Tridem HVAC MERV 13, TRI-DIM
Rigid Ducting w/Sealed Edges & Foil Flex
10ea Lockable Exterior Wall Mounted Hose Bibs
10ea Hand dryer - Xlerator XL-SB 208v Brushed Stainless Steel w/ recess kit or equal, (Two on each multiuser restroom and 1 on unisex)
Plumbing fixtures, Kohler K-2005, Kohler K-4904, Kohler K4325 (All Wall Mount)
Manual Flush valves to be Sloan or Zurn.
Accessories to be Bobrick stainless steel (All Bathroom Accessories are Included)
Sink cabinet sink Just: CRA-ADA-1928-A-GR; Faucet Chicago: 350-GN8AE35ABCP
Hot water to janitors closet, workrooms and staff restrooms only
<b>Electrical</b>
LED 2x2 lighting system with dimming driver - MARK: Whisper LED Series
Dimmable lighting controls in main classrooms (Watt Stopper)
Light occupancy sensors all rooms
30ea Soffit Exterior lights on two circuits "EMS Ready" - Gotham: EVO 6" square lensed downlight
10ea Exterior wall lights to match existing campus on two circuits "EMS Ready"
11ea 3P 200A Elec. Panel w/bolt on breakers 1st story (Feeders By Others)
11ea 3P 100A Elec. Panel w/bolt on breakers 2nd story (Feeders By Others)
Receptacles 20A (80ea) include (4) convenience receptacles per classroom with USB ports by Leviton - 80ea
All Power and Low Voltage Conduits to enter from crawl space
All FAA Conduits
All Low Voltage Conduits in walls <b>only</b> , stubbed into ceiling space (120ea), include approx. 350 LF, 12" wide, cable trays above t-grid
Code required Lighting near elevator with Battery back up
Code required Illuminated exit signs
<b>Misc.</b>
Semi-Recessed Fire Extinguisher Cabinets
Casework (Locations Per LPA Elevations Dated 03/27/20), each classroom sink to have (1) bubbler
Casework - laminate faces w/ locks (AMS standard), WI custom grade
Counter tops: Wilsonart Solid Surface Quartz Select
35 LF x 9 FT high, "Stacking Wall" by Modernfold / Acousti-Seal 932 Series or equal, STC 47 - RSP room 106A and 106B as per DD plans dated 3/27/20
Modular Two-Stop elevator, 3-phase, machine room, gurney size cab w/ plastic laminate walls & stainless steel door
3ea Stairs w/ light weight cast in place concrete stair treads (Similar to LPA Elevations Dated 4/21/20), Nu-Wave Corrugated 0.40 g aluminum, pattern #6 at (1) switch back stair
Hot dipped Galv. Painted picket guardrails 48" Tall (Design as per PC)
250-Ton Crane, 4 mobilizations due to staging, traffic control
1ea Roof access hatch and ladder
Skywalk to elevator, with roof cover and sprinklers - expansion joints to be Emseal
Toilet and Urinal Partitions: ASI Global Partitions HDPE or equivalent
Foundation embeds, tail-gate delivery to site - placement by others
Building concrete foundation ( <b>Design Only</b> ) for high seismic zone, also includes Foundation Design for stair, elevator, machine room, skywalks

Exhibit A Scope of Work Summary - page 2 of 2  
La Canada Unified School District - Palm Crest Elementary Two-Story Classroom  
June 1, 2020

<b>EXCLUSIONS</b>
DSA fees
DSA Inspection Fees
Surveying
Site Improvements/Underground Improvements & Infrastructure
Ramps/Sidewalks
Mow Strips
Unknown Underground Hazards
Import/Export of all Foundation Spoils
Backfill and Compaction (Minimum of 5' around foundations)
Foundation Area Drains
Excavate Building Pad
HVAC Condenser Pads
TV Brackets
Projectors
Projection Screens
Signage
Exterior Door Stops
Electronic door entry systems
Door Hardware Master Keying
Low Voltage Systems
Low Voltage Conduits in Chases/Attics
EMS System Programming or Connections
Thermostats (Rough-in provided only)
Metering and submetering for energy
Coordination of data analytics and controls on EMS system
Exterior lighting control panel
Clock/Speakerboxes
Intrusion Systems - Design, cabling, devices, testing
Single point lighting control system for both buildings
Fire Alarm Systems - Design, cabling, devices, testing
Electrical Panel Connections to Main Electrical Panels under building
Inter-connection Classroom Lighting Control/Single Control
Underground Conduits
Wire feeders to all sub-panels
IDF Cabinets
All Under Floor Connections - electrical, low-voltage
Condensate Drain Connections or Dry Wells
Sprinkler Start-up
Water/Waste Connections
Rain Leader Connections to Storm Drain System
Site Security
Temporary Power, Fences, Toilets, Job Shack and Dumpsters
Daylight/Above grade foundation flashings
Solar Panels
Tubular skylights with adjustable damper
CHPS/LEED Commissioning fees
Graffiti wall coatings
Gas piping
Water Chloronation
Exterior Drinking fountains
Exterior concrete walkway coatings
Window shades
Painted Gyp. Walls in classrooms
Roof tie-off or bridging/stairs between wings on roof
ADA Under Stairway Protective Railing
Non combustible construction if applicable
Fire ratings if applicable
Union Labor, PLA contract
Concrete foundations, Vents & Access Wells



Bond Number: 30103233  
Premium: \$68,956.00  
Premium is for contract term and is subject  
to adjustment based on contract price.

## PERFORMANCE BOND

[100% of Contract Price]

**(Note: Contractor must use this form, NOT a surety company form.)**

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the governing board ("Board") of the La Cañada Unified School District ("District") and **American Modular Systems Inc.** ("Principal") have entered into a contract ("Agreement") for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to perform the following project:

**Agreement LCF 19/20-11, Modular Classroom Buildings for Palm Crest Elementary School**  
(Project Name)

("Project") which Agreement dated June 9, 2020, and all of the Contract Documents attached to or forming a part of the Agreement, are hereby referred to and made a part hereof; and

WHEREAS, said Principal is required under the terms of the Agreement to furnish a bond for the faithful performance of the Agreement.

NOW, THEREFORE, the Principal and Western Surety Company  
\_\_\_\_\_  
("Surety")  
are held and firmly bound unto the Board of the District in the penal sum of

Ten Million Three Hundred Fifty-Five Thousand Six Hundred Eighty and No/100-----

Dollars (\$ 10,355,680.00-----), lawful money of the United States, for the payment of which sum well and truly to be made we bind ourselves, our heirs, executors, administrators, successors, and assigns jointly and severally, firmly by these presents, to:

- Perform all the work required to complete the Project; and
- Pay to the District all damages the District incurs as a result of the Principal's failure to perform all the Work required to complete the Project.

The condition of the obligation is such that, if the above bounden Principal, his or its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, and agreements in the Agreement and any alteration thereof made as therein provided, on his or its part to be kept and performed at the time and in the intent and meaning, including all contractual guarantees and warranties of materials and workmanship, and shall indemnify and save harmless the District, its trustees, officers and agents, as therein stipulated, then this obligation shall become null and void, otherwise it shall be and remain in full force and virtue.

Surety expressly agrees that the District may reject any contractor or subcontractor proposed by Surety to fulfill its obligations in the event of default by the Principal. Surety shall not utilize Principal in completing the Work nor shall Surety accept a Bid from Principal for completion of the Work if the District declares the Principal to be in default and notifies

**LA CAÑADA UNIFIED SCHOOL DISTRICT**

PERFORMANCE BOND - 1

Surety of the District's objection to Principal's further participation in the completion of the Work.

As a condition precedent to the satisfactory completion of the Agreement, the above obligation shall hold good for a period equal to the warranty and/or guarantee period of the Agreement, during which time Surety's obligation shall continue if Contractor shall fail to make full, complete, and satisfactory repair and replacements and totally protect the District from loss or damage resulting from or caused by defective materials or faulty workmanship. The obligations of Surety hereunder shall continue so long as any obligation of Contractor remains. Nothing herein shall limit the District's rights or the Contractor or Surety's obligations under the Agreement, law or equity, including, but not limited to, California Code of Civil Procedure section 337.15.

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

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the 11 day of June, 2020.

(Affix Corporate Seal)

American Modular Systems, Inc.

Principal

By Daniel Sarich - President  
Western Surety Company

Surety

By Elizabeth Collodi, Attorney-in-Fact  
Vivian Imperial

Name of California Agent of Surety  
818 West Seventh Street, Suite 930  
Los Angeles, CA 90017

Address of California Agent of Surety  
(877) 589-6982

Telephone No. of California Agent of Surety

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

END OF DOCUMENT

LA CAÑADA UNIFIED SCHOOL DISTRICT

PERFORMANCE BOND - 2

## ACKNOWLEDGMENT

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

State of California  
County of Butte )

On June 11, 2020 before me, Samantha Watkins, Notary Public  
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature



(Seal)





# Western Surety Company

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

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

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

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

### - In Unlimited Amounts -

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

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

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



WESTERN SURETY COMPANY

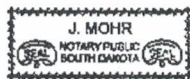
Paul T. Bruflat, Vice President

State of South Dakota } ss  
County of Minnehaha }

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

My commission expires

June 23, 2021



J. Mohr, Notary Public

### CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 11th day of June, 2020.



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary



STATE OF CALIFORNIA  
**DEPARTMENT OF INSURANCE**  
SAN FRANCISCO

Amended  
**Certificate of Authority**

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

***Western Surety Company***

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

**Surety and Liability**

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

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

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

Fee \$25.00

Rec. No. 61589

Filed 10-4-74

Wesley J. Kinder  
Insurance Commissioner

By

Wallace W. Scales  
Deputy

**Certification**

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

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

John Garamendi  
Insurance Commissioner

By

*Pauline D'Andrea*

Pauline D'Andrea



## Company Profile

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Request for

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**WESTERN SURETY COMPANY**

**151 N. FRANKLIN STREET  
CHICAGO, IL 60606**

**Old Company Names****Effective Date****Agent For Service**

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

**Reference Information**

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

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**NAIC Group List**

NAIC Group #: 0218 CNA INS GRP

**Lines Of Business**

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

LIABILITY

SURETY

[back to top](#)

**PAYMENT BOND**  
Contractor's Labor & Material Bond  
(100% Of Contract Price)

**(Note: Contractor MUST use this form, NOT a surety company form.)**

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the governing board ("Board") of the La Cañada Unified School District (or "District") and **American Modular Systems Inc.,** ("Principal") have entered into a contract ("Agreement") for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to perform the following project:

**Agreement LCF 19/20-11, Modular Classroom Buildings for Palm Crest Elementary School** (Project Name) ("Project") which Agreement dated June 9, 2020, and all of the Contract Documents attached to or forming a part of the Agreement, are hereby referred to and made a part hereof; and

WHEREAS, pursuant to law and the Contract, the Principal is required, before entering upon the performance of the Work, to file a good and sufficient bond with the body by which the Agreement is awarded in an amount equal to one hundred percent (100%) of the Contract price, to secure the claims to which reference is made in sections 9000 through 9510 and 9550 through 9566 of the Civil Code, and division 2, part 7, of the Labor Code.

NOW, THEREFORE, the Principal and Western Surety Company

("Surety")

are held and firmly bound unto all laborers, material men, and other persons referred to in said statutes in the sum of Ten Million Three Hundred Fifty-Five Thousand Six Hundred Eighty and No/100 Dollars (\$10,355,680.00), lawful money of the United States, being a sum not less than the total amount payable by the terms of Contract, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, or assigns, jointly and severally, by these presents.

The condition of this obligation is that if the Principal or any of his or its subcontractors, of the heirs, executors, administrators, successors, or assigns of any, all, or either of them shall fail to pay for any labor, materials, provisions, provender, or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Principal or any of his or its subcontractors of any tier under Section 13020 of the Unemployment Insurance Code with respect to such work or labor, that the Surety will pay the same in an amount not exceeding the amount herein above set forth, and also in case suit is brought upon this bond, will pay a reasonable attorney's fee to be awarded and fixed by the Court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under 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.

**LA CAÑADA UNIFIED SCHOOL DISTRICT**

PAYMENT BOND - 1



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

And the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of Agreement or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration, or addition.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the 11 day of June, 2020.

(Affix Corporate Seal)

American Modular Systems, Inc.

Principal

By Daniel Sarich - President

Western Surety Company

Surety

By Elizabeth Collodi  
Elizabeth Collodi, Attorney-in-Fact  
Vivian Imperial

Name of California Agent of Surety  
818 West Seventh Street, Suite 930  
Los Angeles, CA 90017

Address of California Agent of Surety  
(877) 589-6952

Telephone No. of California Agent of Surety

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

END OF DOCUMENT

## ACKNOWLEDGMENT

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

State of California  
County of Butte )


On June 11, 2020 before me, Samantha Watkins, Notary Public  
(insert name and title of the officer)

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

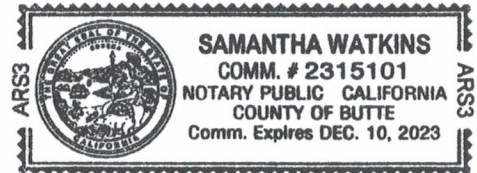
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing  
paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)



# Western Surety Company

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

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

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

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

### - In Unlimited Amounts -

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

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

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



WESTERN SURETY COMPANY

*Paul T. Bruflat*

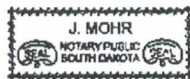
Paul T. Bruflat, Vice President

State of South Dakota } ss  
County of Minnehaha }

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

My commission expires

June 23, 2021



*J. Mohr*

J. Mohr, Notary Public

### CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 11th day of June, 2020.



WESTERN SURETY COMPANY

*L. Nelson*

L. Nelson, Assistant Secretary



STATE OF CALIFORNIA  
DEPARTMENT OF INSURANCE  
SAN FRANCISCO

Amended  
Certificate of Authority

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

*Western Surety Company*

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

**Surety and Liability**

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

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

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

Fee \$25.00

Rec. No. 61589

Filed 10-4-74

Wesley J. Kinder  
Insurance Commissioner

By

Wallace W. Scales  
Deputy

**Certification**

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

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

John Garamendi  
Insurance Commissioner

By

Pauline D'Andrea  
Pauline D'Andrea



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View Financial Disclaimer

**WESTERN SURETY COMPANY****151 N. FRANKLIN STREET  
CHICAGO, IL 60606****Old Company Names****Effective Date****Agent For Service**Vivian Imperial  
818 WEST SEVENTH STREET  
SUITE 930  
LOS ANGELES CA 90017**Reference Information**

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

[back to top](#)**NAIC Group List**

NAIC Group #: 0218 CNA INS GRP

**Lines Of Business**

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

LIABILITY

SURETY

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**SITE VISIT CERTIFICATION**

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID  
IF SITE VISIT WAS MANDATORY

PROJECT: **Agreement LCF 19/20-11, Modular Classroom Buildings for Palm Crest Elementary School**

Check option that applies:

☐ I certify that I visited the Site of the proposed Work, received the attached \_\_\_\_\_ pages of information, and became fully acquainted with the conditions relating to construction and labor. I fully understand the facilities, difficulties, and restrictions attending the execution of the Work under contract.

☒ I certify that Dan Loyd / Tim Waller (Bidder's representative) visited the Site of the proposed Work, received the attached \_\_\_\_\_ pages of information, and became fully acquainted with the conditions relating to construction and labor. The Bidder's representative fully understood the facilities, difficulties, and restrictions attending the execution of the Work under contract.

Bidder fully indemnifies the La Cañada Unified School District, its Architect, its Engineers, its Construction Manager, and all of their respective officers, agents, employees, and consultants from any damage, or omissions, related to conditions that could have been identified during my visit and/or the Bidder's representative's visit to the Site.

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

Date: June 3, 2020  
Proper Name of Bidder: American Modular Systems Inc.  
Signature: [Signature]  
Print Name: Daniel Sarich  
Title: President

**ATTACHMENTS:**

- 1.
- 2.
- 3.

END OF DOCUMENT

**WORKERS' COMPENSATION CERTIFICATION**

CONTRACT/PROJECT: **Agreement LCF 19/20-11, Modular Classroom Buildings for Palm Crest Elementary School**

between the La Cañada Unified School District ("District") and American Modular Systems Inc. ("Contractor" or "Bidder") ("Contract" or "Project").

Labor Code section 3700, in relevant part, provides:

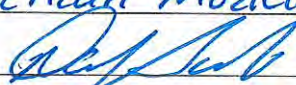
Every employer except the State shall secure the payment of compensation in one or more of the following ways:

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

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

Date: June 3, 2020

Proper Name of Contractor: American Modular Systems, Inc.

Signature: 

Print Name: Daniel Sarich

Title: President

(In accordance with Labor Code sections 1860 and 1861, the above certificate must be signed and filed with the awarding body prior to performing any Work under this Contract.)

END OF DOCUMENT



## **DRUG-FREE WORKPLACE CERTIFICATION**

PROJECT/CONTRACT NO.: **Agreement LCF 19/20-11, Modular Classroom Buildings for Palm Crest Elementary School**

between the La Cañada Unified School District ("District") and American Modular Systems, Inc. ("Contractor" or "Bidder") ("Contract" or "Project").

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

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

Contractor must also comply with the provisions of Health & Safety Code section 11362.3 which prohibits the consumption or possession of cannabis or cannabis products in any public place, including school grounds, and specifically on school grounds while children are present.

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

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

condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

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

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

I acknowledge that I am aware of the provisions of and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990 and Health and Safety Code section 11362.3.

Date:

6-3-2020

Proper Name of Contractor:

American Modular Systems, Inc.

Signature:

[Signature]

Print Name:

Daniel Sarich

Title:

President

END OF DOCUMENT



**TOBACCO-FREE ENVIRONMENT CERTIFICATION**

PROJECT/CONTRACT NO.: **Agreement LCF 19/20-11, Modular Classroom Buildings for Palm Crest Elementary School**

between the La Cañada Unified School District ("District") and American Modular Systems, Inc. ("Contractor" or "Bidder") ("Contract" or "Project").

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

Pursuant to, without limitation, 20 U.S.C. section 6083, Labor Code section 6400 et seq., Health & Safety Code section 104350 et seq., Business and Professions Code section 22950 et seq., and District Board policies, all District sites, including the Project site, are tobacco-free environments. Smoking and the use of tobacco products by all persons is prohibited on or in District property. District property includes school buildings, school grounds, school-owned vehicles and vehicles owned by others while on District property. The prohibition on smoking includes the use of any electronic smoking device that creates an aerosol or vapor, in any manner or in any form, and the use of any oral smoking device for the purpose of circumventing the prohibition of tobacco smoking. Further, Health & Safety Code section 11362.3 prohibits the smoking or use of cannabis or cannabis products in any place where smoking tobacco is prohibited.

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

Date:

June 3, 2020

Proper Name of Contractor:

American Modular Systems, Inc.

Signature:

[Signature]

Print Name:

Daniel Sarich

Title:

President

END OF DOCUMENT

## **HAZARDOUS MATERIALS CERTIFICATION**

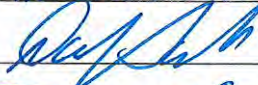
PROJECT/CONTRACT NO.: **Agreement LCF 19/20-11, Modular Classroom Buildings for Palm Crest Elementary School**

between La Cañada Unified School District ("District") and American Modular Systems, Inc. ("Contractor" or "Bidder") ("Contract" or "Project").

1. Contractor hereby certifies that no asbestos, or asbestos-containing materials, polychlorinated biphenyl (PCB), or any material listed by the federal or state Environmental Protection Agency or federal or state health agencies as a hazardous material, or any other material defined as being hazardous under federal or state laws, rules, or regulations, ("New Hazardous Material"), shall be furnished, installed, or incorporated in any way into the Project or in any tools, devices, clothing, or equipment used to affect any portion of Contractor's work on the Project for District.
2. Contractor further certifies that it has instructed its employees with respect to the above-mentioned standards, hazards, risks, and liabilities.
3. Asbestos and/or asbestos-containing material shall be defined as all items containing but not limited to chrysotile, crocidolite, amosite, anthophyllite, tremolite, and actinolite. Any or all material containing greater than one-tenth of one percent (0.1%) asbestos shall be defined as asbestos-containing material.
4. Any disputes involving the question of whether or not material is New Hazardous Material shall be settled by electron microscopy or other appropriate and recognized testing procedure, at the District's determination. The costs of any such tests shall be paid by Contractor if the material is found to be New Hazardous Material.
5. All Work or materials found to be New Hazardous Material or Work or material installed with equipment containing New Hazardous Material will be immediately rejected and this Work will be removed at Contractor's expense at no additional cost to the District.
6. Contractor has read and understood the document titled Hazardous Materials Procedures & Requirements, and shall comply with all the provisions outlined therein.

Date: June 3, 2020

Proper Name of Contractor: American Modular Systems, Inc.

Signature: 

Print Name: Daniel Sarich

Title: President

END OF DOCUMENT



## **LEAD-BASED MATERIALS CERTIFICATION**

PROJECT/CONTRACT NO.: **Agreement LCF 19/20-11, Modular Classroom Buildings for Palm Crest Elementary School** between the La Cañada Unified School District ("District") and American Modular Systems, Inc. ("Contractor" or "Bidder") ("Contract" or "Project").

This certification provides notice to the Contractor that:

- (1) Contractor's work may disturb lead-containing building materials.
- (2) Contractor shall notify the District if any work may result in the disturbance of lead-containing building materials.
- (3) Contractor shall comply with the Renovation, Repair and Painting Rule, if lead-based paint is disturbed in a six-square-foot or greater area indoors or a 20-square-foot or greater area outdoors.

### **1. Lead as a Health Hazard**

Lead poisoning is recognized as a serious environmental health hazard facing children today. Even at low levels of exposure, much lower than previously believed, lead can impair the development of a child's central nervous system, causing learning disabilities, and leading to serious behavioral problems. Lead enters the environment as tiny lead particles and lead dust disburses when paint chips, chalks, peels, wears away over time, or is otherwise disturbed. Ingestion of lead dust is the most common pathway of childhood poisoning; lead dust gets on a child's hands and toys and then into a child's mouth through common hand-to-mouth activity. Exposures may result from construction or remodeling activities that disturb lead paint, from ordinary wear and tear of windows and doors, or from friction on other surfaces.

Ordinary construction and renovation or repainting activities carried out without lead-safe work practices can disturb lead-based paint and create significant hazards. Improper removal practices, such as dry scraping, sanding, or water blasting painted surfaces, are likely to generate high volumes of lead dust.

Because the Contractor and its employees will be providing services for the District, and because the Contractor's work may disturb lead-containing building materials, CONTRACTOR IS HEREBY NOTIFIED of the potential presence of lead-containing materials located within certain buildings utilized by the District. All school buildings built prior to 1978 are presumed to contain some lead-based paint until sampling proves otherwise.

### **2. Overview of California Law**

Education Code section 32240 et seq. is known as the Lead-Safe Schools Protection Act. Under this act, the Department of Health Services is to conduct a sample survey of schools in the State of California for the purpose of developing risk factors to predict lead contamination in public schools. (Ed. Code, § 32241.)



Any school that undertakes any action to abate existing risk factors for lead is required to utilize trained and state-certified contractors, inspectors, and workers. (Ed. Code, § 32243, subd. (b).) Moreover, lead-based paint, lead plumbing, and solders, or other potential sources of lead contamination, shall not be utilized in the construction of any new school facility or the modernization or renovation of any existing school facility. (Ed. Code, § 32244.)

Both the Federal Occupational Safety and Health Administration ("Fed/OSHA") and the California Division of Occupational Safety and Health ("Cal/OSHA") have implemented safety orders applicable to all construction work where a contractor's employee may be occupationally exposed to lead.

The OSHA Regulations apply to all construction work where a contractor's employee may be occupationally exposed to lead. The OSHA Regulations contain specific and detailed requirements imposed on contractors subject to those regulations. The OSHA Regulations define construction work as work for construction, alteration, and/or repair, including painting and decorating. Regulated work includes, but is not limited to, the following:

- a. Demolition or salvage of structures where lead or materials containing lead are present;
- b. Removal or encapsulation of materials containing lead;
- c. New construction, alteration, repair, or renovation of structures, substrates, or portions thereof, that contain lead, or materials containing lead;
- d. Installation of products containing lead;
- e. Lead contamination/emergency cleanup;
- f. Transportation, disposal, storage, or containment of lead or materials containing lead on the site or location at which construction activities are performed; and
- g. Maintenance operations associated with the construction activities described in the subsection.

Because it is assumed by the District that all painted surfaces (interior as well as exterior) within the District contain some level of lead, it is imperative that the Contractor, its workers and subcontractors fully and adequately comply with all applicable laws, rules and regulations governing lead-based materials (including title 8, California Code of Regulations, section 1532.1).

**Contractor shall notify the District if any Work may result in the disturbance of lead-containing building materials. Any and all Work that may result in the disturbance of lead-containing building materials shall be coordinated through the District. A signed copy of this Certification shall be on file prior to beginning Work on the Project, along with all current insurance certificates.**

3. **Renovation, Repair and Painting Rule, Section 402(c)(3) of the Toxic Substances Control Act**

The EPA requires lead safe work practices to reduce exposure to lead hazards created by renovation, repair and painting activities that disturb lead-based paint. Pursuant to the Renovation, Repair and Painting Rule (RRP), renovations in homes, childcare facilities, and schools built prior to 1978 must be conducted by certified renovations firms, using renovators with training by a EPA-accredited training provider, and fully and adequately complying with all applicable laws, rules and regulations governing lead-based materials, including those rules and regulations appearing within title 40 of the Code of Federal Regulations as part 745 (40 CFR 745).

The RRP requirements apply to all contractors who disturb lead-based paint in a six-square-foot or greater area indoors or a 20-square-foot or greater area outdoors. If a DPH-certified inspector or risk assessor determines that a home constructed before 1978 is lead-free, the federal certification is not required for anyone working on that particular building.

4. **Contractor's Liability**

If the Contractor fails to comply with any applicable laws, rules, or regulations, and that failure results in a site or worker contamination, the Contractor will be held solely responsible for all costs involved in any required corrective actions, and shall defend, indemnify, and hold harmless the District, pursuant to the indemnification provisions of the Contract, for all damages and other claims arising therefrom.

If lead disturbance is anticipated in the Work, only persons with appropriate accreditation, registrations, licenses, and training shall conduct this Work.


It shall be the responsibility of the Contractor to properly dispose of any and all waste products, including, but not limited to, paint chips, any collected residue, or any other visual material that may occur from the prepping of any painted surface. It will be the responsibility of the Contractor to provide the proper disposal of any hazardous waste by a certified hazardous waste hauler. This company shall be registered with the Department of Transportation (DOT) and shall be able to issue a current manifest number upon transporting any hazardous material from any school site within the District.

The Contractor shall provide the District with any sample results prior to beginning Work, during the Work, and after the completion of the Work. The District may request to examine, prior to the commencement of the Work, the lead training records of each employee of the Contractor.

THE CONTRACTOR HEREBY ACKNOWLEDGES, UNDER PENALTY OF PERJURY, THAT IT:

1. **HAS RECEIVED NOTIFICATION OF POTENTIAL LEAD-BASED MATERIALS ON THE OWNER'S PROPERTY;**
2. **IS KNOWLEDGEABLE REGARDING AND WILL COMPLY WITH ALL APPLICABLE LAWS, RULES, AND REGULATIONS GOVERNING WORK WITH, AND DISPOSAL, OF LEAD.**

THE UNDERSIGNED WARRANTS THAT HE/SHE HAS THE AUTHORITY TO SIGN ON BEHALF OF AND BIND THE CONTRACTOR. THE DISTRICT MAY REQUIRE PROOF OF SUCH AUTHORITY.

Date: June 3, 2020  
Proper Name of Contractor: American Modular Systems, Inc.  
Signature:   
Print Name: Daniel Sarich  
Title: President

END OF DOCUMENT



**CRIMINAL BACKGROUND INVESTIGATION**  
**/FINGERPRINTING CERTIFICATION**

PROJECT/CONTRACT NO.: **Agreement LCF 19/20-11, Modular Classroom Buildings for Palm Crest Elementary School**

between the La Cañada Unified School District ("District") and American Modular Systems, Inc. ("Contractor" or "Bidder") ("Contract" or "Project").

The undersigned does hereby certify to the governing board of the District as follows:

That I am a representative of the Contractor currently under contract with the District; that I am familiar with the facts herein certified; and that I am authorized and qualified to execute this certificate on behalf of Contractor.

Contractor certifies that it has taken at least one of the following actions with respect to the construction Project that is the subject of the Contract (check all that apply):

- ☐ The Contractor is a sole proprietor and intends to comply with the fingerprinting requirements of Education Code section 45125.1(k) with respect to all Contractor's employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and hereby agrees to the District's preparation and submission of fingerprints such that the California Department of Justice may determine that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. No work shall commence until such determination by DOJ has been made.

As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District and undertake to prepare and submit Contractor's fingerprints as if he or she was an employee of the District.

Date: \_\_\_\_\_

District Representative's Name and Title: \_\_\_\_\_

District Representative's Signature: \_\_\_\_\_

- ☐ The Contractor, who is not a sole proprietor, has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all Contractor's employees and all of its Subcontractors' employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and the California Department of Justice has determined that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. A complete and accurate list of Contractor's employees and of all of its subcontractors' employees who may come in contact with District pupils during the course and scope of the Contract is attached hereto; and/or

- ☒ Pursuant to Education Code section 45125.2, Contractor has installed or will install, prior to commencement of Work, a physical barrier at the Work Site, that will limit contact between Contractor's employees and District pupils at all times; and/or

☐ Pursuant to Education Code section 45125.2, Contractor certifies that all employees will be under the continual supervision of, and monitored by, an employee of the Contractor who the California Department of Justice has ascertained, or as described below, will ascertain, has not been convicted of a violent or serious felony. The name and title of the employee who will be supervising Contractor's and its subcontractors' employees is:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**NOTE:** If the Contractor is a sole proprietor, and elects the above option, Contractor must have the above-named employee's fingerprints prepared and submitted by the District, in accordance with Education Code section 45125.1(k). No work shall commence until such determination by DOJ has been made.

As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District and undertake to prepare and submit Contractor's fingerprints as if he or she was an employee of the District.

Date: \_\_\_\_\_

District Representative's Name and Title: \_\_\_\_\_

District Representative's Signature: \_\_\_\_\_

☐ *The Work on the Contract is either (i) at an unoccupied school site and no employee and/or subcontractor or supplier of any tier of the Contract shall come in contact with the District pupils or (ii) Contractor's employees or any subcontractor or supplier of any tier of the Contract will have only limited contact, if any, with District pupils and the District will take appropriate steps to protect the safety of any pupils that may come in contact with Consultant's employees, subcontractors or suppliers so that the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 shall not apply to Contractor under the Contract.*

*As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District.*

Date: \_\_\_\_\_

District Representative's Name and Title: \_\_\_\_\_

District Representative's Signature: \_\_\_\_\_

Contractor's responsibility for background clearance extends to all of its employees, Subcontractors, and employees of Subcontractors coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors of the Contractor.

Date:

Proper Name of Contractor:

Signature:

Print Name:

Title:

June 3, 2020  
American Modular Systems, Inc.  
Daniel Sarich  
President



**REGISTERED SUBCONTRACTORS LIST**  
**(Labor Code Section 1771.1)**

PROJECT: **Agreement LCF 19/20-11, Modular Classroom Buildings for Palm Crest Elementary School**

Date Submitted (for Updates): June 3, 2020

Contractor acknowledges and agrees that it must clearly set forth below the name and Department of Industrial Relations (DIR) registration number of each subcontractor **for all tiers** who will perform work or labor or render service to Contractor or its subcontractors in or about the construction of the Work **at least two (2) weeks before the subcontractor is scheduled to perform work**. This document is to be updated as all tiers of subcontractors are identified.

Contractor acknowledges and agrees that, if Contractor fails to list as to any subcontractor of any tier who performs any portion of Work, the Contract is subject to cancellation and the Contractor will be subjected to penalty under applicable law.

If further space is required for the list of proposed subcontractors, attach additional copies of page 2 showing the required information, as indicated below.

**Subcontractor Name:** OST Cranes

DIR Registration #: 1000 00 3949

Portion of Work: Craning

**Subcontractor Name:** TNT Construction

DIR Registration #: 100000 5513

Portion of Work: Setting of modular units

**Subcontractor Name:** TL Shields & Assoc.

DIR Registration #: 1000 00 1711

Portion of Work: Elevator

**Subcontractor Name:** D&B Fire Protection

DIR Registration #: 1000 00 17476

Portion of Work: Fire Sprinklers

**Subcontractor Name:** Metcalf Plastering

DIR Registration #: 1000 00 2845

Portion of Work: Stucco



**Subcontractor Name:** Sierra Casework

DIR Registration #: 1000 000 0 71

Portion of Work: Casework

**Subcontractor Name:** M & S Painting

DIR Registration #: 1000 05096 3

Portion of Work: Site Painting

**Subcontractor Name:** \_\_\_\_\_

DIR Registration #: \_\_\_\_\_

Portion of Work: \_\_\_\_\_

**Subcontractor Name:** \_\_\_\_\_

DIR Registration #: \_\_\_\_\_

Portion of Work: \_\_\_\_\_

**Subcontractor Name:** \_\_\_\_\_

DIR Registration #: \_\_\_\_\_

Portion of Work: \_\_\_\_\_

**Subcontractor Name:** \_\_\_\_\_

DIR Registration #: \_\_\_\_\_

Portion of Work: \_\_\_\_\_

**Subcontractor Name:** \_\_\_\_\_

DIR Registration #: \_\_\_\_\_

Portion of Work: \_\_\_\_\_

Date: June 3, 2020

Name of Contractor: American Modular Systems, Inc.

Signature: 

Print Name: Daniel Sarich

Title: President

END OF DOCUMENT

EXHIBIT "B"  
LA CANADA UNIFIED HIGH SCHOOL DISTRICT  
**PALM CREST ELEMENTARY SCHOOL; NEW 2-STORY DSA MODULAR CLASSROOM BUILDING**

**RESPONSIBILITY MATRIX**  
June 1, 2020

ACTIVITY DESCRIPTION	PRIME CONTRACTOR	MODULAR CONTRACTOR	DISTRICT/ OTHERS	COMMENTS
<b><i>DIVISION 01 - GENERAL REQUIREMENTS</i></b>				
Temporary Facilities / Toilets			X	
Temporary Site Fencing / Dumpsters			X	
Temporary Field Office Trailers			X	
Temporary Electrical Power			X	
All City Permits, Fees, Water, Electrical Etc.	X			
Temporary Phone & Internet	X			
Site Security			X	
<b><i>DIVISION 02 - EXISTING CONDITIONS</i></b>				
Subsurface Investigation			X	If Applicable.
Demolition & Removals	X			
<b><i>DIVISION 03 - CONCRETE</i></b>				
Mow Strips - If Applicable	X			
Site Flatwork & Accessories	X			
Curb & Gutter	X			
Concrete Forming & Reinforcing	X			
CIP Concrete	X			
Precast Concrete	X			
Concrete Cutting	X			
Building Foundations	X			
Mechanical & Utility Foundations	X			
Site Foundations	X			
Elevator Foundations	X			Must include curb
Foundation Staking	X			
Haul-Off of All Foundation/ Form Spoils From Site	X			
All Building Footings & Stem Walls	X			
Crawl space slurry	X			
Provide Modular Foundation embeds, material only		X		Material only
Install Foundation embeds for Modular Building	X			
Install Foundation Vents and Grates At Concrete Paved Areas	X			
Supply Metal Grates and Frames Material Only	X			
Elevator/Stairs/skywalk footings	X			Must be set at finished floor elevation
Elevator ADA Compliant Threshold, Exterior Slope, Etc.		X		
Foundation - Dig footings	X			
Provide/Install Light Weight Concrete Subfloors within Building		X		
Provid/Install Light Weight Concrete at Balcony, skywalks, and stairs		X		
<b><i>DIVISION 04 - MASONRY</i></b>				
Masonry	X			



EXHIBIT "B"  
LA CANADA UNIFIED HIGH SCHOOL DISTRICT  
**PALM CREST ELEMENTARY SCHOOL; NEW 2-STORY DSA MODULAR CLASSROOM BUILDING**

**RESPONSIBILITY MATRIX**  
June 1, 2020

ACTIVITY DESCRIPTION	PRIME CONTRACTOR	MODULAR CONTRACTOR	DISTRICT/ OTHERS	COMMENTS
Grout & Mortar	X			
Precast Caps	X			
<b>DIVISION 05 - METALS</b>				
Building Foundation Counter Flashing		X		
Building Foundation & Access Vent Grates	X			
ADA Building Handrails		X		
ADA Building Guardrails		X		
ADA Site Handrails	X			
ADA Site Guardrails	X			
ADA Drinking Fountain Handrails	X			
<b>DIVISION 07 - THERMAL &amp; MOISTURE PROTECTION</b>				
Building Dampproofing & Waterproofing		X		Above grade conditions only
Weather Barriers		X		
Roofing - Sarnafil 60mil Single Ply		X		
Metal Siding Panels		X		at rear of each classroom - accents
Fire & Smoke Protection - If applicable	X			
<b>DIVISION 08 - OPENINGS</b>				
Doors & Frames		X		
Windows & Frames		X		
Door Hardware		X		Electronic Door Locks by others
Glazing		X		
Louvers & Vents		X		
<b>DIVISION 09 - FINISHES</b>				
Gypsum Board		X		restroom ceilings
Tackable Wall Panels		X		
Ceramic Tile		X		
Ceiling Systems		X		
Floorings & Base		X		
Interior Wall Finishes		X		
Painting & Coatings		X		
Paint Exterior		X		
<b>DIVISION 10 - SPECIALTIES</b>				
Building & Site ADA Signage	X			
<b>DIVISION 11 - EQUIPMENT</b>				
Security Equipment - If Applicable	X		X	Owner Furnished, Contractor Installed.
Educational Equipment (Smart TVs, WAPs, Smartboards, Etc.)	X		X	Owner Furnished, Contractor Installed.
<b>DIVISION 12 - FURNISHINGS</b>				
Casework, Cabinets, & Countertops		X		Per DSA drawings
Classroom Furniture			X	
<b>DIVISION 14 - CONVEYING EQUIPMENT</b>				
DSA Approved Elevators		X		To be gurney compliant
Elevator Check List:				

EXHIBIT "B"  
LA CANADA UNIFIED HIGH SCHOOL DISTRICT  
**PALM CREST ELEMENTARY SCHOOL; NEW 2-STORY DSA MODULAR CLASSROOM BUILDING**

**RESPONSIBILITY MATRIX**  
June 1, 2020

ACTIVITY DESCRIPTION	PRIME CONTRACTOR	MODULAR CONTRACTOR	DISTRICT/ OTHERS	COMMENTS
a. All electrical must be run in EMT rigid conduit , for both high and low voltage for elevator.	X			
b. All electrical to be terminated and hooked up in disconnect and junction boxes which are provided in the elevator machine room.	X			
c. The controller cannot be used as a pull box	X			
d. All electrical circuits must be hot, smoke detector operational and telephone must have dial tone prior to calling to prepare elevator for final inspection	X			
e. Provide conduit and power locations as directed by American Modular	X			
f. Provide conduit and power up for electrical service to the elevator disconnect	X			
g. Provide conduit and power(s) for the three 110v circuits	X			
h. Provide conduit and power for the smoke detector	X			
i. Provide conduit and line for the telephone	X			
j. Detector must have two sets of open dry contacts	X			
k. Provide conduit run from smoke detector to the controller	X			
l. Provide telephone line to be run in conduit to jacks supplied above controller	X			
m. Telephone number to be supplied for emergency auto dialing			X	
n. All circuits to be dedicated and originate outside the elevator or the equipment room	X			
o. Installation of a drain line and tank or other approved means to deal with sump drain discharge	X			
p. Elevator F.A. as required, including smoke detector in machine room and AC for machine room (if required)	X			
q. Install ground rod in bottom of the elevator pit. Attach a bond from ground rod to lug on tower frame	X			
r. All items listed above must be completed before sending a crew to adjust and go through the inspection process. A two-week notice is required to schedule appointments after installation is complete.	X			



EXHIBIT "B"  
LA CANADA UNIFIED HIGH SCHOOL DISTRICT  
**PALM CREST ELEMENTARY SCHOOL; NEW 2-STORY DSA MODULAR CLASSROOM BUILDING**

**RESPONSIBILITY MATRIX**  
June 1, 2020

ACTIVITY DESCRIPTION	PRIME CONTRACTOR	MODULAR CONTRACTOR	DISTRICT/ OTHERS	COMMENTS
<b>DIVISION 21 - FIRE SUPPRESSION</b>				
Fire Water Service-Stubbed into New Buildings AFF w/Flange 12"	X			Bring FS line to point of connection Terminate 12" above FF w/ flange after building is crane set
Fire Water Service Within New Building		X		
Fire Sprinklers Including Calculations, Building Backflows, Signage, Etc. Per DSA Approval.		X		
Connect Flow Switch to Fire Alarm System	X			
Fire sprinkler Riser		X		
<b>DIVISION 22 - PLUMBING</b>				
Building Foundation & Site Drywells	X			
All Cleanouts below finished Floor	X			
Pressure Testing of All UG Lines	X			
Storm Drain Lines & Catch Basins	X			
Provide & Install Building Gutters		X		only at skywalk canopy
Site Sewer Line - Within 2' of New Building	X			Per POC
Gas Service - Within 2' of New Building		NA		
Site Water Service - Within 2' of New Building	X			Connect to Modular Stub out per POC
Site Gas Meters & Fees - If Applicable		NA		
Gas Service Line Through Buildings & Mechanical Units		NA		
Building Shut Off Valves (Water, Gas, FW, Etc.)	X			At or below grade conditions
Site Shut Off Valves (Water, Gas, FW, Etc.)	X			
Shut Off Valves & Pressure Reducing Valves in Building & HVAC Units		X		
Building Water Service in building		X		Per POC
Plumbing Fixtures		X		
Chlorination - All Lines	X			Including modular buildings
Downspout cleanouts	X			
Connect Down spouts to storm drain	X			
Crawlspace waste manifold		X		Stub 2' past foundation stem wall. Waste Manifold to be Cast Iron per POC
<b>DIVISION 23 - HVAC</b>				
HVAC Piping & Pumps Within The Building		X		
HVAC Supply & Return Ducts		X		
HVAC Exhaust Fans		X		
HVAC Air Cleaning Devices		X		
Thermostats	X			
EMS System	X			Including thermostats/sensors/controls/conductors



EXHIBIT "B"  
LA CANADA UNIFIED HIGH SCHOOL DISTRICT  
**PALM CREST ELEMENTARY SCHOOL; NEW 2-STORY DSA MODULAR CLASSROOM BUILDING**

**RESPONSIBILITY MATRIX**  
June 1, 2020

ACTIVITY DESCRIPTION	PRIME CONTRACTOR	MODULAR CONTRACTOR	DISTRICT/ OTHERS	COMMENTS
EMS Wiring, Testing, Labeling, Devices, Etc. To Ensure EMS is compatible with New HVAC Units	X			
Power for EMS		X		If applicable
Backboxes/J-boxes within wall cavity		X		Stubbed 6" above T-bar only
EMS sensors/thermostats conductors	X			Connect to HVAC units
<b>DIVISION 26 - ELECTRICAL</b>				
Site Electrical Service - to New Building	X			Including connecting to and energizing modular subpanels
Interior (With Occupancy Sensors) & Exterior Building LED Light Fixtures		X		
Site Light Fixtures & Foundations	X			
Site UG Trenching, Backfill, & Compaction	X			
Main Switch Boards	X			
Conductors To Meters	X			
Transformers	X			
Distribution Switch Boards	X			
Energizing of New Building & All Site/ Building Electrical Components	X			
Building Electrical Sub Panels		X		
Ground Rods, Testing, & Reports	X			
Power for Low Voltage Components		X		
All Electrical Within New Building		X		See subsequent items in Division 21, 23, 26, and 27 for scope limitations
Conductors from Main Switch Board to Modular Subpanels	X			Per POC
Electrical conduit from MSB to crawl space subpanel stub out	X			
Conductors from 1st floor panel to 2nd floor subpanels	X			Energize all building subpanels
EMT pathway between 1st floor subpanel & 2nd floor subpanels		X		
<b>DIVISION 27 - LOW VOLTAGE</b>				
All Necessary Conduit Sleeves Between Classroom to Classroom		X		As necessary for low voltage system(s). Includes from wing to wing per POC drawing
All New to Existing Low Voltage Tie-Ins (To Be Coordinated Through The School)	X			
Testing of All Low Voltage Lines	X			
Training of District Employees For All New Devices	X		X	
Dedicated Phone Line & Testing at Elevator	X			
Telephone System & Devices at New Building	X			
Network Infrastructure	X			
Fiber Optic Network System	X			
Audio-Video Systems	X			

EXHIBIT "B"  
LA CANADA UNIFIED HIGH SCHOOL DISTRICT  
**PALM CREST ELEMENTARY SCHOOL; NEW 2-STORY DSA MODULAR CLASSROOM BUILDING**

**RESPONSIBILITY MATRIX**  
June 1, 2020

ACTIVITY DESCRIPTION	PRIME CONTRACTOR	MODULAR CONTRACTOR	DISTRICT/ OTHERS	COMMENTS
PA & Phone System - Install, Equipment, Cabling, Testing, Labeling, Etc.	X			
Structured Cabling	X			
Data Communications	X			
Data System - Install, Equipment, Cabling, Testing, Labeling, Etc.	X			
All Fire Alarm Communications & Panels	X			
Fire Alarm System - Install, Equipment, Cabling, Testing, Labeling, Etc.	X			
Site Fire Alarm Systems to Complete Flow & Tamper Switches - To Include All	X			
Low voltage backboxes/ J-boxes within wall cavity only		X		Stubbed 6" above T-bar ceiling only
Fire alarm backboxes/J-boxes within wall cavity only		X		Stubbed 6" above T-bar ceiling only
Conduit pathway to IDF room	X			
IDF cabinets	X			
Signal Termination Cabinets	X			
<b>DIVISION 28 - ELECTRONIC SAFETY &amp; SECURITY</b>				
New Building Security System	X			
All New to Existing Security Tie-Ins (To Be Coordinated Through The School)	X			
Testing of All Security Lines	X			
Training of District Employees For All New Devices & Equipment	X		X	
<b>DIVISION 31 - EARTHWORK</b>				
Site & Building Excavation, Backfill, Compaction, Import, Export, Etc.	X			Backfill along building perimeter within 2 weeks after each building is crane set
Rough Grading	X			
Finish Grading	X			
Surveying, Staking (Site & Building Footprint), Etc.	X			
Finish Grade, Including Slopes To Drain (If Applicable) Within The Building Pad Area, & Re-Grading After All Removed Form Work.	X			
Excavate Modular Building Foundation Pads To +/- .1' for 16" Crawl Space Height.	X			
<b>DIVISION 32 - ASPHALT CONCRETE PAVING</b>				
Asphalt Concrete Paving & Slurry Seal (Power Wash Prior To Seal)	X			
Driveways, Parking Stalls & Accessories, Wheel Stops, Speed Bumps, Etc.	X			
Walkways	X			
Striping	X			
Protection Bollards	X			
Gates & Fencing - Including Footings, Soil Export, Etc.	X			
Landscape Planting	X			
Landscape Irrigation Systems	X			



EXHIBIT "B"  
LA CANADA UNIFIED HIGH SCHOOL DISTRICT  
**PALM CREST ELEMENTARY SCHOOL; NEW 2-STORY DSA MODULAR CLASSROOM BUILDING**

**RESPONSIBILITY MATRIX**  
June 1, 2020

ACTIVITY DESCRIPTION	PRIME CONTRACTOR	MODULAR CONTRACTOR	DISTRICT/ OTHERS	COMMENTS
<b>OTHER(S)</b>				
Marquee Sign - If Applicable			X	Panther Sign on Stair by AMS
Restroom Accessories (Soap/ Paper Towel Dispenser, Mirror, Grab Bars, Etc.)			X	AMS to provide mirrors and ADA accessories only
Classroom Accessories (Soap/ Towel Dispenser)			X	
Site SWPPP & Monitoring	X			
Temporary Construction Keys & Cores		X		
Permanent Building Master Keys & Cores			X	
Provide Unobstructed Truck/ Crane Routes & Access To Building Foundation Pads	X		X	District & Contractors to Ensure No Material, Equipment, Stockpiles, Etc. is in the way.
Establish Building Corners & Surveying	X			All Prime & Modular Contractors to Protect.
Projection Screens - If Applicable			X	
Building Mounted Exterior Hose Bibbs		X		
Building Mounted Exterior Power Outlets		X		
Elevator Inspection Scheduling		X		
Elevator Fire Alarm, Phone, Fire Sprinkler, Etc. Must Be In Working Condition For CA State Elevator Inspection. All Contractors to be Present for Inspection	X			All Noted Contractors.
Classroom Markerboards		X		
Stacking Wall		X		Acousti-Seal 932 Series or equal
VCT Waxing & Sealant			X	
Walk-Off Floor Mats at Classroom Entry		X		
Exterior Canopy over elevator skywalk		X		As part of the building structure
Site Security			X	Mandatory Site Security During Modular Building Staging On Site.
Dust Control	X			
Roof Parapet		X		
I-TEC interior HVAC systems - 3phase		X		
Utility POC Coordination	X	X		
HVAC Condensate Lines Plumbed To Rear of Building		X		Per POC
Access Panels		X		
Restroom Hand Dryers		X		
Roof Access Hatch & Ladder		X		1 each
Split HVAC Systems - data rooms		X		2 each
Modular Building Delivery, Craning, Rigging, & Erecting		X		
Low Voltage Cable Trays		X		
Water Heaters - 2 ea		X		Janitor rooms
In Wall backing for TV brackets, projectors, projection screens		X		
Interior Window Coverings			X	

Palm Crest Elementary-Two Story Buildings  
La Canada Unified School District  
Design Responsibility Matrix  
1-Jun-20

	LPA	American Modular	Notes
Code Analysis	X		
ADA/Egress Plan	X		
Floor Plans		X	
General Exterior Elevation		X	
Exterior Elevations w/ finishes	X		
Roof Details		X	
Special Window Head Details		X	we had discussed AMS will detail the window systems at the alucobond since it is a waterproofing coordination with the exterior envelope.
Special Window Jamb Details		X	see above
Special Window Sill Details		X	see above
Typical Window Head Details		X	
Typical Window Jamb Details		X	
Typical Window Sill Details		X	
Roof Plan/Roofing Material Design/Details		X	
Stucco Details		X	
Signage Schedule Details	X		
Energy calcs		X	
Restroom Plans		X	
Typical Interior Elevations		X	
Hardware Schedule	X		
Finish Schedule	X		
Casework Elevations	X		
Window Schedules		X	
Door Hardware Schedules	X		
T-bar/Ceiling Plan		X	
Elevator Tower/Elevator Plan Details/Structural Design		X	
All structures not attached to AMS building	X		
120 Volt Electrical Plan		X	
Electrical Transformer/Main Distribution Panel	X		
Low Voltage Plan/Design eg: phone, data, security, etc.	X		
Interior Lighting Plan		X	
Security Lighting Plan	X		this will pertain to anything not mounted on the building
Mechanical Plan		X	
Mechanical Equipment Schedule		X	
Plumbing Plan		X	
Plumbing Fixture Schedule		X	
2- Story Balcony Plans/Details		X	
Modular Stair Plans/Details/Structural Design		X	
Special site stairs (plans, details, structural design)			not applicable
Civil Drawings/Soils Reports	X		
Fire Alarm Design	X		
Fire Flow Report	X		
Fire Sprinkler Design for Two Story Building		X	
Building Foundation Plan		X	
Building Foundation Structural Details		X	
DSA Backcheck	X	X	Both parties attended

NOTES: The listed responsible party shall design/draft the listed item on the listed parties' title block.



6-1-20

**Exhibit "C"**  
**La Canada Unified School District**  
**Palm Crest Elementary School**  
**Two Story DSA Relocatable Building**  
**District Elevator Check List**

<b>DESCRIPTION</b>	<b>RESPONSIBILITY</b>
• All electrical must be run in EMT or rigid conduit, for both high and low voltage	DISTRICT
• All electrical to be terminated and hooked up in disconnect and junction boxes which are provided in the elevator	DISTRICT
• The controller cannot be used as a pull box	DISTRICT
• All electrical circuits must be hot, smoke detector operational and telephone must have dial tone prior to calling to prepare elevator for final inspection	DISTRICT
• Conduit and power locations as directed by American Modular	DISTRICT
• Conduit and power up for electrical service to the elevator disconnect	DISTRICT
• Conduit and power(s) for the three 110v circuits	DISTRICT
• Conduit and power for the smoke detector	DISTRICT
• Conduit and line for the telephone	DISTRICT
• Detector must have two sets of open dry contacts	DISTRICT
• Conduit run from smoke detector to the controller	DISTRICT
• Telephone line to be run in conduit to jacks supplied above controller	DISTRICT
• Telephone number to be supplied for emergency auto dialing	DISTRICT
• All circuits to be dedicated and originate outside of the elevator or the equipment room	DISTRICT
• Installation of a drain line and tank or other approved means to deal with sump drain discharge	DISTRICT
• Elevator F.A. as required, including smoke detector in machine room and AC for machine room (if required)	DISTRICT
• Install Ground Rod in bottom of the elevator tower pit. Attach a bond from ground rod to lug on tower frame	DISTRICT

All items listed above must be completed before sending a crew to adjust and go through the inspection process. A two-week notice is required to schedule appointments after installation is complete.

State elevator regulations require that the District have a Service Contract. This requires that the elevator be serviced each month. This contract can be arranged with TL Shields or any other selected qualified service contractor. Not having a service contract could affect warranty on the elevator.