

Plaza School District  
7322 County Road 24  
Orland, CA 95963  
BOARD OF TRUSTEES  
Regular Board Meeting  
March 15<sup>th</sup>, 2018  
3:00PM  
Agenda

- I. Call to Order
- II. Pledge of Allegiance
- III. Members Present
- IV. Correspondence
  - a. March Pirates Post Newsletter
  - b. February 22<sup>nd</sup>, 2018 Letter from California Water Boards
  - c. February 26<sup>th</sup>, 2018 Letter from California Teachers Association
  - d. March 2<sup>nd</sup>, 2018 Letter to Mary Sexton: Professional Development Hours
- V. Superintendent Report/Information
  - A. Plaza Community Club
  - B. Local Control and Accountability Plan
  - C. Staffing
  - D. Enrollment
  - E. New Construction/Modernization
    - 1. Master Planning Committee
    - 2. Architect and Design
  - F. Facilities
    - 1. Solar
    - 2. Roof
    - 3. Septic System
  - G. Quarterly Report on Williams Uniform Complaints as of January 2018
  - H. End of Year Class Trips
    - 1. 5<sup>th</sup>-8<sup>th</sup> Grade
    - 2. 8<sup>th</sup> Grade
  - I. June, 2018 Washington D.C. Trip
  - J. Academic and Behavioral Referral to Detention
  - K. Multi-Tiered Support Systems
- VI. Comments: Agenda Items Only—Any person wishing to address the Board will identify themselves, the agenda item they are speaking about, and limit remarks to three minutes.
- VII. Action
  - A. Old Business
  - B. New Business
    - 1. Consent Agenda: Routine matters that can be approved with one motion.
      - a. Approve Minutes of the February 15<sup>th</sup>, 2018 Regular Board Meeting
      - b. Approve Warrant Registers— February 9<sup>th</sup>-March 9<sup>th</sup>, 2018
      - c. Approve Budget Transfers— None
    - 2. Approve certification of 2<sup>nd</sup> Interim Report as of January 31, 2018
    - 3. Approve Martha Bradshaw as Nominee for 2018 Glenn County Educator's Hall of Fame

Plaza School District  
7322 County Road 24  
Orland, CA 95963  
BOARD OF TRUSTEES  
Regular Board Meeting  
March 15<sup>th</sup>, 2018  
3:00PM  
Agenda

4. Approve 4<sup>th</sup> Grade Field Trip Request to 3 Creeks Ranch, Elk Creek, CA March 16<sup>th</sup>, 2018
  5. Approve MOU with Glenn County Office of Education for .2 Learning Specialist for 2018-19.
  6. Approve Title IV, Part A Funding Plan for 2018-19
  7. Approve Resolution 17-03 Regarding Bridge Financing for State Building Funds Application
  8. Approve Awarding Roofing Project for the K-3 Building and 7<sup>th</sup>-8<sup>th</sup> Building to Ark Design Construction and Roofing
- VIII. Comments: Non Agenda Items—The Board Clerk will allow three minutes for speakers to address the appropriate matters. Speakers will identify themselves when acknowledged by the Clerk.
- IX. Closed Session-
- a. Contract Negotiations-- Pursuant to California Education Code
- X. Adjournment



# THE PIRATE'S POST

February 28, 2018

# MARCH

Check out our website at [www.Plazaschool.org](http://www.Plazaschool.org) for Information, Events and Dates!

## Dates to Remember:

Mar 2	End of 2 <sup>nd</sup> Trimester
Mar 9	Report Cards
Mar 15	Plaza Board Meeting @ 3pm Plaza Community Club Meeting @ 6pm @ Orland Round Table
Mar 16	2 <sup>nd</sup> Trimester Awards Ceremony Plaza Community Club Father-Daughter Dance @ 6pm
Mar 21	Minimum Day Dismissal @ 12:45 Teacher Professional Development
Mar 30	Minimum Day Dismissal @ 12:45
Apr 2-6	NO SCHOOL: Spring Break



## Father-Daughter Dance

Plaza Community Club has rescheduled the Father-Daughter Dance for **Friday, March 16th at 6pm** in the school cafeteria. One adult over 18 can chaperone one student. It doesn't have to be a father-daughter. PCC would like to display one picture of each couple. If you have any you would like to include in the display, please turn them into the school office. Include your child's name to ensure they get returned to you after the dance.

## Yearbook

The Yearbook Committee is working hard on this year's book. If you have group pictures of students doing school activities, please email them to Mrs. Henning at [khenning@glenncoe.org](mailto:khenning@glenncoe.org). The goal is to get every student in at least one picture other than their portrait. If you would like to purchase an advertisement for your business or an 8th grade congratulation space, please see Mrs. Henning, or stop by the office.

## Safe School

This year I have been discussing with staff, School Site Council, and the Plaza School Board ways to better protect our school community. Although our primary purpose as educators is to teach children, school safety is the one thing that keeps me up at night. On a good day there are approximately 250 students and adults on campus at one time. In order to help keep everyone safe if there is an imminent threat to campus, we must be able to limit and/or deter unwanted individuals from gaining access to campus. Furthermore, it is imperative that all staff members are properly trained to follow our safe school plan if there is a lockdown in place.

This is not possible with a campus as open as ours is. Therefore, this summer additional fencing and gates will be built. The purpose is to have a single access point to the school during the day. Additionally, cameras will be installed in several places around campus that are difficult to supervise. Lastly, I am working with local law enforcement to improve our lock down and evacuation drills because the adults on campus will be the ones saving lives, not cameras, gates, or fences.

## Plaza School Carnival!



If you would like to sign up to help with the carnival, please visit [www.SignUpGenius.com/go/5080D4EADA622ABFB6-2018](http://www.SignUpGenius.com/go/5080D4EADA622ABFB6-2018). You can also call the school office or email Plaza Community Club at [plazapiratecc@gmail.com](mailto:plazapiratecc@gmail.com). **We need help setting up on Friday, April 20<sup>th</sup> from 3-5pm, a shift or two during the event on Saturday, and/or cleaning up and putting things away after the event concludes at 7:30pm.**

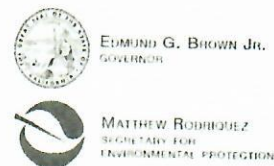
If you would like to learn more about how you can help by donating time, money, or auction items, please ask a PCC officer, or stop by the office and see Mr. Conklin. The carnival will be discussed in our next PCC meeting at 6pm on Thursday, March 15<sup>th</sup> at the Orland Round Table.

## Things to Remember:

- Sign up for the school wide Remind app (**different from classroom Remind**) and SimplyCircle email notification systems
- Turn in box tops
- Like us on Facebook

Sign up to help with the Carnival by visiting the following link: [www.SignUpGenius.com/go/5080D4EADA622ABFB6-2018](http://www.SignUpGenius.com/go/5080D4EADA622ABFB6-2018)





## State Water Resources Control Board

Division of Drinking Water

February 22, 2018

Plaza Elementary School  
7322 County Road 24  
Orland, CA 95963

Attention: Patrick Conklin, Superintendent / Principal

**Subject: Plaza Elementary School, Public Water System No. 1100448 – Revised Total Coliform Rule Level 1 Assessment for exceedance of the Bacteriological Maximum Contaminant Level in January 2018.**

On January 10 2018, Plaza Elementary School took a routine bacteriological sample that was total coliform positive. Four repeat samples were collected on January 12, 2018, of which two were total coliform positive. This triggered a Level 1 Assessment (L1A). Operator Greg Loe of Culligan submitted a L1A to the Division on February 15, 2018. The Assessment stated possible sample error and that one of the repeat sample location hose bibs was leaking.

The Division's investigation found several leaking hose bibs and sink faucet tap screens with mold growth at both routine and repeat sample sites, all of which could have contributed to the positive total coliform samples. Plaza Elementary has since changed out the sink faucet screens, chlorinated the system, and is in the process of replacing hose bibs.

This letter informs Plaza Elementary School of its' responsibility to collect five repeat bacteriological samples in February and install an appropriately sized pressure relief valve. In addition, all leaking hose bibs should be replaced with ones that are at least 18 inches above ground and provide for clean grab samples to be taken.

If you have any questions regarding this matter, please call Yvonne Heaney at (530) 224-4872 or me at (530) 224-4861.

A handwritten signature in black ink, appearing to read "R. Crenshaw".

Reese B. Crenshaw, P.E.  
Valley District Engineer  
DRINKING WATER FIELD  
OPERATIONS BRANCH

FELICIA MARCOS, CHAIR | EILEEN SOBECK, EXECUTIVE DIRECTOR

364 Knollcrest Drive, Suite 101, Redding, CA 96002 | [www.waterboards.ca.gov](http://www.waterboards.ca.gov)



February 26, 2018

***Via U.S. Mail and E-mail pconklin@glenncoe.org***

Patrick Conklin, Superintendent  
Plaza School District  
7322 County Road 24  
Orland, CA 95963

**Re: Public Records Act Requests for Employee Contact and Demographic  
Information and Request for Information**

Dear Superintendent Patrick Conklin:

I write on behalf of the Plaza Teachers Association CTA/NEA. It has come to our attention that several different organizations, some of which are from out-of-state, have issued wide-ranging and intrusive California Public Records Act ("CPRA") requests to school districts around the state, seeking information about school district employees. Several of the requests, which call for production of the District's personnel documents, exceed the scope of the CPRA and implicate the privacy rights of the certificated employees that we represent.

The purpose of the CPRA is to make transparent the conduct of public entities. It is not to facilitate personal contact with public employees for unwanted solicitation or marketing efforts. Under the CPRA, the public has a general right to know the first and last names, title, position, and compensation information of employees.

If the District receives or has received a CPRA request for unit member information, we request that the District proceed deliberately and delay responding to the CPRA request.

Additionally, we request that the District provide Plaza Teachers Association President, Jennifer Limberg, CTA Staff Consultant, Curtis Lyon and our unit members adequate time to review the request, consider whether it comports with the CPRA, and raise any appropriate objections.

On behalf of Plaza Teachers Association, I hereby request, pursuant to the Educational Employment Relations Act, that the District immediately furnish Plaza Teachers Association with:

1. Copies of any and all CPRA requests for certificated employee personnel records or other records seeking personally-identifiable information that the District has received in the past ninety (90) days.

February 23, 2018

Page 2 of 2

2. Copies of any and all communications sent to District certificated employees regarding CPRA requests as stated in number 1 above.
3. A current list of all District certificated employees.

Thank you in advance for providing us the documents I have requested. Please forward the documents to Jennifer Limberg at: ([jensydll@gmail.com](mailto:jensydll@gmail.com)) and Curtis Lyon at: ([clyon@cta.org](mailto:clyon@cta.org)), electronically, at your earliest opportunity. Should you or your office have any questions, please feel free to contact me at (530) 345-9743.

Sincerely yours,



Curtis Lyon  
CTA Staff Consultant

cc: Jennifer Limberg, President, Plaza Teachers Association



# *Plaza Elementary School District*

**Board of Trustees:**

*Connie King*

*Darin Titus*

*P. J. Davis*

7322 County Road 24

Orland, CA 95963

Phone (530) 865-1250 Fax (530) 865-1252

*Patrick Conklin*

*Superintendent/Principal*

March 2, 2018

To: Mary Sexton

From: Patrick Conklin

Subject: Professional Development Hours

This is to verify that you have provided the District with documentation regarding the completion of 10 total hours of professional development that you attended on 2/8/18 and 3/1/18. Thank you for providing the Certificate of Participation from Institute for Educational Development.

Article 14.2.6 of the Plaza Teachers Association states that, "Fifteen (15) hours of professional growth activity shall equal one (1) college unit." Therefore, I am awarding you 0.66 semester units towards advancement on the certificated salary schedule. Based on your personnel records, you should now have 57.66 units towards the salary schedule.

Additionally, I received your letter dated February 28<sup>th</sup>, 2018 stating that you expect to acquire six (6) additional units once you complete your second year of BTSA, therefore would advance to BA +60 on the current salary schedule for next year. Article 14.2.7.1 of the PTA states, "Supporting records or transcripts verifying successful completion shall be submitted to the District by the first teacher work day of the year for which the unit member is to move." Therefore, if you submit records or transcripts confirming that you have completed the aforementioned hours by August 6<sup>th</sup>, 2018, you will be placed appropriately on the salary schedule.

Sincerely,



Patrick Conklin

Superintendent/Principal

Cc: Personnel File

***Plaza Community Club Meeting***

**Call To Order: John Canalia**

**Last Months Minutes: Kristina**

**Treasure's Report: Sara**

**Old Business:**

Update on Father-Daughter dance.

Meat for carnival.

Help for the carnival.

Sign-up genius.

**New Business:**

Open to the floor:

After meeting ticket counting.



**Plaza Community Club (PCC)**  
**Minutes for February 15<sup>th</sup>, 2018**

6:00 pm - John called the meeting to order

January minutes read by Kristina – m/Kristen, 2<sup>nd</sup>/ Judy – AA

Treasurer report read by Sara – m/ Judy, 2<sup>nd</sup>/ Chelsea – AA

**Old Business**

Need a ½ sheet flyer made for the Father Daughter Dance (Save the Date)

PCC will buy the light up flowers for ALL girl students as a gift. Whatever is leftover will use in Carnival for prizes. - m/  
Scott, 2nd/ Chelsea - AA

Carnival meat is in a freezer bought by PCC and on campus.

Sign Up Genius is done and emailed out to teachers!

Kristen is still looking for help for games

**New Business**

Coin Drive - Everyone is for doing it again this year! The money will be taken to Corning Casino again to be counted.

Drive will run March 5th - March 9th. - m/ Judy, 2nd/ Kristen - AA

Carnival ticket sorting/ counting will be done by the 8th grade student government

Meeting adjourned at 6:30 pm

# Register Report

1/18/2018 through 2/15/2018

2/14/2018

Page 1

Date	Account	Num	Description	Memo	Category	Tag	Clr	Amount
<b>BALANCE 1/17/2018</b>								<b>18,432.14</b>
1/18/2018	Community Cl...2815		Kristina Hutson	Postage	Carnival Expe...		R	
1/19/2018	Community Cl...ATM		Round Table	food	CC Meeting		R	
1/25/2018	Community Cl...ATM		Grocery Outlet	Carnival Raffle	Carnival Expe...		R	
1/26/2018	Community Cl...ATM		Lowes	Freezer	Additional Ap...		R	
1/26/2018	Community Cl...ATM		Dutch Bros	Thank You f...	Additional Ap...		R	
1/29/2018	Community Cl...ATM		Olseg Meat C...	Tri Tip	Dinner Expense		R	
2/14/2018	Community Cl...2816		Kelly Henning	Class Funds ...	Class Funds:8th			
2/15/2018	Community Cl...DEP		Deposit	Carnival Don...	Carnival Dona...			1,900.00
<b>1/18/2018 - 2/15/2018</b>								

**BALANCE 2/15/2018**

**18,391.16**

<b>TOTAL INFLOWS</b>	<b>1,900.00</b>
<b>TOTAL OUTFLOWS</b>	
<b>NET TOTAL</b>	



## **Plaza School Facility Planning Meeting**

**Monday, March 5<sup>th</sup>, 2018**

**3pm**

- I. Introductions**
- II. Purpose**
  - a. Immediate Concerns**
  - b. Rare Opportunities**
  - c. Economic Uncertainty**
- III. School Safety**
- IV. K-4<sup>th</sup> and 7-8<sup>th</sup> Bldgs**
  - a. Security**
  - b. Infrastructure**
  - c. Roof**
- V. Solar**
  - a. Ground, Shade, or Car Port**
  - b. Location**
- VI. New Construction**
  - a. Multi-Purpose Bldg**
  - b. Bathrooms**
  - c. Additional Classrooms?**
  - d. Location**
- VII. Modernization**
  - a. Main Bldg**
  - b. Roof**
  - c. Kitchen/Cafeteria**
  - d. Classrooms**
- VIII. Tour**
- IX. Next Steps**

PLAZA ELEMENTARY SCHOOL DISTRICT  
RESOLUTION NO. 17-03  
2017-18

**AUTHORIZING USE OF BRIDGE FINANCING FOR STATE BUILDING  
FUNDS APPLICATION**

Whereas, the PLAZA ELEMENTARY SCHOOL DISTRICT has eligibility and a need for the expenditure of funds to cover costs for modernization and new construction projects, and has applied for state funding under the Leroy F. Greene School Facilities Act of 1998 (Chap. 12.5, Part 10, Div. 1, commencing with Section 17070.10, et seq., of the Education Code) for the following projects:

1. Plaza Elementary SFP project #57/62638-00-001
2. Plaza Elementary SFP project #50/62638-00-002

; And

Whereas, the Board of Trustees of the Plaza Elementary School District has applied to the Office of Public School Construction (OPSC) for financial hardship and State funds; and

Whereas, the California State Allocation Board shall approve an unfunded approval for the design funding of these projects under the financial hardship provisions of Section 1859.81; and

Whereas, the District has consulted with OPSC and determined that the urgency of the project is such that initiation of the project must occur prior to receipt of State funding.

Now, therefore be it hereby resolved by the Board of Trustees of the Plaza Elementary School District, as follows:

1. All of the recitals herein contained are true and correct and the Board so finds.
2. The Plaza Elementary School District Board authorizes the Superintendent, Patrick Conklin, to request Bridge Financing approval from the Office of Public School Construction. This will allow the District to move forward with their SAB approved project.
3. The District intends to bridge finance by utilizing Interfund borrowing and or issuing a COP in accordance with OPSC guidelines and Education Code requirements. It is understood that the District will provide detailed General Ledger documentation of the transaction(s).
4. Once State funding is released for the previously apportioned or unfunded SFP projects, the district must utilize the State SFP grant funding to retire the bridge financing debt and/or repay the interfund transfer within 60 calendar days of receiving the State funding.



PLAZA ELEMENTARY SCHOOL DISTRICT  
7322 County Road 24  
Orland, CA 95963

REQUEST FOR QUALIFICATIONS/PROPOSALS

Notice is hereby given that The Plaza Elementary School District is seeking a Statement of Qualifications from qualified architects and geotechnical engineering firms for professional services related to new construction and modernization projects at:

Plaza Elementary School: Various projects which may include modular classrooms, modular toilet building, modernization, new construction and other projects as assigned by the District.

**Qualification Statements and Proposals Due:**

Monday, March 26<sup>th</sup> at 3:00pm at Plaza School District 7322 County Rd. 24 Orland, CA 95963 Attn: Patrick Conklin, Superintendent/Principal

Submittals received after this date and time may be accepted by the District and eligible firms may be added to the consultant pool for future opportunities.

Interested firms should submit a letter of interest along with relevant information regarding services, experience and qualifications. No more than 10 pages total.

The District reserves the right to redefine or adjust its priorities, modify the process as it deems necessary, and to select one or more firms to perform services. At its discretion, the District may eliminate any firm or waive any informality in the selection process. If deemed necessary, District may conduct interviews after evaluation of proposals.

This Request for Proposal does not commit the District to award a contract or to reimburse the Proposer for costs incurred in submitting this proposal. The District reserves the right to reject any or all proposals received as a result of this request, to negotiate with any Proposer, to extend the submission deadline, or to amend or cancel or in its entirety, this Request for Proposal, pursuant to the best interest of the District.

Published March 17, 2018 and March 24, 2018

Bid Talley Sheet

Plaza Elementary School

Roofing Project 2018

Bidder	Bid Bond	Sub List	Wkr Cp	Non Col		Base Bid	Alt Bid	Total
RSM	✓	None	✓	✓		\$59,760	107,637	167,397
WA	✓	None	✓	✓		\$108,928	63,000	165,428
ACK Design	✓	None	✓	✓		\$44,647	66,969	111,616
George Feeding	✓	None	✓	✓		\$105,244	70,275	175,519

Pat M. Conk Superintendent

Bid Talley Sheet

Plaza Elementary School

Roofing Project 2018

<u>Bidder</u>	<u>Bid Bond</u>	<u>Sub List</u>	<u>Wkr Cp</u>	<u>Non Col</u>		<u>Base Bid</u>	<u>Alt Bid</u>	<u>Total</u>
RSM	✓	None	✓	✓		\$159,760	107,637	
WA	✓	None	✓	✓		\$108,428	63,000	
ACK Design	✓	None	✓	✓		\$44,647	66,969	
George Zedney	✓	None	✓	✓		\$105,244	70,275	

Pat M. Conk  
superintendent



# SECTION 07 54 20 – MEMBRANE ROOFING

## PART 1 - GENERAL

### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General Conditions and Division 1 Specification Sections, apply to this Section.

### 1.2 BASE BID SUMMARY

- A. Work described in this section includes all labor, equipment, temporary facilities, and materials to install a complete membrane roofing system and new gutter / downspout system complete with new perimeter and flashing details for a complete watertight roof system, including but not limited to;
  - 1. Install new membrane roof system over specified insulation system.
  - 2. Fasteners are not to show at underside of deck in eave areas. Utilize a nailing strip or hat channel at eave edges for fastening.
  - 3. Install wood nailer at edges.

### 1.3 SUBMITTALS

- A. Product Data: Provide manufacturer's technical product data for each type of roofing product specified. Include data substantiating that materials comply with specified requirements.
  - 1. Membrane
  - 2. Fasteners
  - 3. Insulation
- B. Specimen Warranty: Provide an unexecuted copy of the warranty specified for this Project, identifying the terms and conditions required of the Manufacturer and the Owner.
- C. Design Loads: Submit copy of manufacturer's minimum design load calculations according to ASCE 7-05, In no case shall the design loads be taken to be less than those detailed in Design and Performance Criteria article of this specification.
- D. Certificates: Cool Roofing certified by Cool Roof Rating Council.
- E. Shop Drawings: For roofing system. Include plans, elevations, sections, details and attachments to other Work.
- F. Samples: If specifically requested for specified products; required for alternate products.
- G. Installer Qualifications: Provide evidence that installers meet the requirements of Article 1.4.
- H. Closeout Submittals:

1. O & M Manuals: Maintenance instructions.
2. Guarantee: Provide completed form per Article 1.5.
3. Manufacturer's weekly inspection reports noting issues, corrections, and final inspection photos.

#### **1.4 QUALITY ASSURANCE**

##### **A. Installer Qualifications:**

1. Minimum of 5 years of experience on similar work; knowledge and understanding of standards referenced herein; skill necessary to perform in compliance with this specification. Installers failing to demonstrate the required experience, knowledge, or skill shall be removed from the project.
2. Factory trained and approved applicator.
3. Installer's Field Supervision: Maintain a full-time Supervisor/Foreman on job site during all phases of roofing work while roofing work is in progress. Maintain proper supervision of workmen.
4. Source Limitations: Obtain all components of roof system from a single manufacturer. Secondary products that are required shall be recommended and approved in writing by the roofing system Manufacturer.

##### **B. Testing Characteristics: UL Class A roof; I-90 wind uplift.**

##### **C. Applicator-Manufacturer Review: Provide Drawings and Specifications review by Applicator with agent of roofing manufacturer; obtain manufacturer's agreement that specified system is proper for application shown.**

##### **D. Manufacturers Participation:**

1. Pre-Application Job-Site Conference: Arranged by Applicator, with a minimum of 1 week advance notice; for review of storage, handling, protection, surface preparation, materials and application specifications; attended by applicator, his foreman, Architect, inspector, and manufacturer's agent.
2. Source Quality Control: Manufacturer shall have in place a documented, standardized quality control program such as ISO-9001.
3. When the Project is in progress, the roofing system manufacturer will provide the following:
  - a. Report progress and quality of the work as observed.
  - b. Provide job site inspections a minimum of two (2) days a week throughout the course of construction.
  - c. Provide electronic inspection reports submitted weekly to the Owner and/or Architect.



- d. Report to the Architect and/or Owner in writing any failure or refusal of the Contractor to correct unacceptable practices called to the Contractor's attention.
- e. Confirm after completion that manufacturer has observed no application procedures in conflict with the specifications other than those that may have been previously reported and corrected.

## 1.5 WARRANTY

- A. Manufacturer: Provide 15 year warranty on manufacturers form. Warranty shall period shall begin on date of acceptance of roofing by Owner.
- B. Provide one warranty by a single approved manufacturer for standing seam roof areas, membrane roof areas, wall panel system, and transitions between the material types.
- C. Installer: Provide in required form for a period of two (2) years from date of acceptance by Owner.

## PART 2 - PRODUCTS

### 2.1 KEE SINGLE-PLY ROOFING

- A. Acceptable Products:
  - 1. Basis of Design: Materials, manufacturer's product designations, and/or manufacturer's names specified herein shall be regarded as the minimum standard of quality required for work of this section.
  - 2. The design is based upon roofing systems by The Garland Company Inc./CI, Local representative Richard Jones (800) 762-8225 ext. 720
    - a. Solar Bright 60 KEE Membrane (ASTM D 751)
    - b. Membrane Thickness: (ASTM D 751) 60 mil nominal.
    - c. Tensile Strength (ASTM D 751): 515 lbf/in
    - d. Tearing Strength (ASTM D 751): 275 lbf/in
    - e. Elongation (ASTM D 2136): -40 degrees F
    - f. Factory Seam Strength (ASTM D 751) 90%
    - g. Solar Reflectivity (ASTM E 903) 81%
    - h. Emissivity (ASTM E 408) 95%
- B. Alternate Products: Proposed equals must be submitted per the specification manual and project documents a minimum of 10 days prior to bid for review. Alternates must be approved by Owner and Architect in writing prior to bid.
- C. Parapet Wall Covering: 0.060 inch thick.
- D. Perimeter Sheets and Securement: Per FM 1-29.



## **2.2 UNDERLAYMENT**

- A. Slip Sheet: As recommended by manufacturer

## **2.3 NAILERS**

- A. Douglas Fir; No. 2 or better, pressure treated; no creosote or asphalt preservatives allowed.

## **2.4 ROOF BOARD INSULATION**

- A. Roof Insulation base layer: EPS
  - 1. Thickness: (Minimum thickness needed to match the height of the existing roof panel ribs)
  - 2. R-Factor: Varies
  - 3. Attachment Method: Loose Laid
- B. Roof Insulation top layer: Dens Dek roof board 4' x 8'.
  - 1. Thickness: (1/4")inch
  - 2. Attachment Method: Mechanically attached.

## **2.5 FASTENERS**

- A. Heavy duty #15 threaded fastener with a #3 Phillips drive used with Piranha Fastening Plate to secure Mechanically Fastened Roofing Systems. It is used on minimum 22 gauge steel decks or minimum 15/32" CDX plywood decks. It is also designed to offer an optimum combination of driving performance, back-out and corrosion resistance with excellent pullout performance.
- B. Piranha Plate: A 2-3/8" diameter metal barbed fastening plate used with HP-X, CD-10 or HD 14-10 Fasteners for membrane or insulation securement. This plate can be used for membrane or insulation securement on Mechanically Fastened Roofing Systems.
- C. Insulation Fastening Plate: A nominal 3-inch metal plate used for insulation attachment in conjunction with the appropriate fastener.
- D. Nails: SFS 2-1/4 inch long wood deck fastener with domed convex stress plate, or Trocal No. 14 1-5/8 inch long fastener with 2 inch round metal barbed stress plate.

## **2.6 ACCESSORIES**

- A. SolarBright Plus 60 membrane shall be used for all flashing requirements to match the field membrane and warranty expectations selected for the roofing system.
- B. SolarBright Inside Corners: Pre-molded corner flashing for inside corners. 60 mil thickness. Color - White.
- C. SolarBright Outside Corners: Pre-molded corner flashing for outside corners. 60 mil thickness. Color - White.

- D. SolarBright T-Joint Covers: 40 mil thick non-reinforced PVC flashing cut into a 4.5 inch (114mm) diameter circle used to seal step-offs at splice intersections.
- E. SolarBright Pipe Flashings: A pre-molded flashing and clamping ring used for pipe penetrations. Available for 1 inch to 6 inch (25 - 152mm) diameter pipes.
- F. SolarBright Split Pipe Seals: Pre-fabricated flashing consisting of 60 mil thick reinforced Membrane for pipes 1 inch to 6 inch (25 - 152mm) in diameter. A split (cut) and overlap tab are incorporated to allow the pipe seal to be opened and wrapped around the pipe when it is not possible to pull a standard pipe flashing over a round penetration.
- G. SolarBright Non-Reinforced Flashing: 60 mil thick rolls 12 inches and 24 inches wide. Used for inside/outside corners and field fabricated pipe flashings when use of pre-molded accessories is not feasible.
- H. SolarBright Heat Weldable Walkway Rolls: offering superior tear, puncture and weather resistance and designed to protect membrane in those areas exposed to repetitive foot traffic or other hazards. Walkway material may be heat welded to membrane using an automated heat welder or hand held heat welder. Walkway Rolls are 36 inches (914mm) wide by 60 feet (18.3 M) long and are nominal 80 mils thick.
- I. Single ply Coated Sheet Metal: Provide where flashing, gravel stops and sheet metal are in contact with Single -ply roofing membrane.

## **2.7 SOLVENT, SEALANT, AND ADHESIVES**

- A. As recommended by manufacturer.
- B. SolarBright Bonding Adhesive: Solvent-based contact adhesive that allows bonding of membrane to various porous and non-porous substrates.
  - 1. Base: Synthetic Rubber.
  - 2. Color: Pale Yellow.
  - 3. Solids: 24.2 percent.

## **PART 3 - EXECUTION**

### **3.1 EXAMINATION**

- A. Do not begin installation until substrates have been properly prepared.
- B. If substrate preparation is the responsibility of another installer, notify Architect of unsatisfactory preparation before proceeding.
- C. Prepare surfaces using the methods recommended by the manufacturer for achieving the best result for the substrate under the project conditions.



- D. Do not commence Work until all other work trades have completed jobs that require them to traverse the deck on foot or with equipment.
- E. Proceed with installation only after unsatisfactory conditions have been corrected.

### **3.2 PREPARATION**

- A. Do not apply wet roofing, on wet application surface, or when temperature of deck less than 50 degrees F.
- B. Provide entire roof system including treated wood nailers, Single-ply coated sheet metal, and coordination of items such as roof drains, sumps, jacks, etc., as specified in Section 07601 - FLASHING AND SHEET METAL.
- C. Protect adjoining materials from stains particularly around perimeter of building; prevent debris from clogging roof drains.
- D. Deck surface swept clean and dry; keep free of loose and foreign materials.

### **3.3 INSTALLATION**

- A. Install in conformance with referenced standards, manufacturer's written directions, as shown, and as specified.
  - 1. Install insulation or membrane underlayment over the substrate with boards butted tightly together with no joints or gaps greater than 1/4 inch (6 mm). Stagger joints both horizontally and vertically if multiple layers are provided.
  - 2. Secure insulation to the substrate with the required mechanical fasteners or insulation adhesive in accordance with the manufacturer's current application guidelines.
  - 3. Securely attach insulation to the roof deck for Adhered or Mechanically Fastened Roofing Systems. Attachment must have been successfully tested to meet or exceed the calculated uplift pressure required by Factory Mutual (FM I-90) & the International Building Code (ASCE-7) or ANSI/SPRI WD-1.
- B. Application:
  - 1. It will be the responsibility of the roofing contractor to initiate and maintain a QC program to govern all aspects of the installation of the SolarBright KEE Roofing System.
  - 2. The project foreman and or supervisor will be responsible for the daily execution of the QC program which will include but is not limited to the supervision, inspection and probing of all heat welding incorporated within the SolarBright KEE Roofing System.
  - 3. If inconsistencies in the quality of the application of the composite, membrane and/or welds are found, all work shall cease until corrective actions are taken to ensure the continuity the installation.
  - 4. Unroll and position membrane without stretching. Provide and secure both perimeter and field membrane sheets in accordance with the manufacturer's most current specifications and details.



5. Secure the membrane with the required fasteners and plates centered over the pre-printed marks approximately 1 1/2 inches (39mm) from the edge of the membrane sheet.
6. Install adjoining membrane sheets in the same manner in accordance with the manufacturer's current application requirements.
7. Attachment Schedule:
  1. Field (Zone 1) Fastener Density: 12 inches on center
  2. Perimeter (Zones 2 and 3) Fastener Density: 6 inches on center
  3. Perimeter (Half-width) Sheets: 2

C. Fasteners:

1. General: Per manufacturer's recommendation; fastening length and pattern based on performance values supplied by the fastener/disc manufacturer and conforming to Factory Mutual I-90 fastening pattern.
2. Walkway Fastening: Provide 2 inch continuous heat weld strip around perimeter of membrane.

D. Hot Air Welding

1. All field seams exceeding 10 feet in length shall be welded with an approved automatic welder.
2. All field seams must be clean and dry prior to initiating any field welding.
3. Remove foreign materials from the seams (dirt, oils, etc.) with Acetone or authorized alternative. Use CLEAN WHITE COTTON cloths and allow approximately five minutes for solvents to dissipate before initiating the automatic welder. **Do not use denim or synthetic rags for cleaning.**
4. All welding shall be performed only by qualified personnel to ensure the quality and continuity of the weld.
5. Contaminated areas within a seam will inhibit proper welding and will require a membrane patch

E. Hand Welding

1. The lap or seam area of the membrane should be intermittently tack welded to hold the membrane in place.
2. The back "interior" edge of the membrane shall be welded first, with a thin, continuous weld to concentrate heat along the exterior edge of the lap during the final welding pass.
3. The nozzle of the hand held hot air welder shall be inserted into the lap at a 45° angle to the lap. Once the polymer on the material begins to flow, a hand roller shall be use to apply pressure at a right angle to the tip of the hand welder. Properly welded seams shall utilize a

1-1/2 inch wide nozzle, to create a homogeneous weld, a minimum of 1-1/2 inches in width.

4. Smaller nozzles may be used for corners, and other field detailing, maintaining a minimum 1 inch weld.

F. Automatic Machine Welding

1. Follow all manufacturers' instructions for the safe operation of the automatic welder.
2. Follow local code requirements for electric supply, grounding and surge protection.
3. The use of a dedicated, portable generator is highly recommended to ensure a consistent electrical supply, without fluctuations that can interfere with weld consistency.
4. Properly welded seams shall utilize a 1-1/2 inch wide nozzle, to create a homogeneous weld, a minimum of 1-1/2 inches in width.

G. Inspection

1. The job foreman and/or supervisor shall initiate daily inspections of all completed work which shall include, but is not limited to the probing of all field welding with a dull pointed instrument to assure the quality of the application and ensure that any equipment or operator deficiencies are immediately resolved.
2. Ensure that all aspects of the installation (sheet layout, attachment, welding, flashing details, etc.) are in strict accordance with the most current WeldTite Roofing Systems Specifications and Details.
3. Excessive patching of field seams because of inexperienced or poor workmanship will not be accepted at time of FINAL INSPECTION FOR WARRANTY ACCEPTANCE.

H. Metal Flashings:

1. General: Fabricate and install per Section 07600 - FLASHING AND SHEET METAL, as shown and per manufacturer's recommendations. Install PVC coated metal flashing at intersections of roofs with sloped or vertical surfaces, roof interruptions and penetrations.
2. Base Flashing: Extend up vertical surfaces 6 inches, minimum, and onto the horizontal roof surfaces not less than 3 inches, unless otherwise noted. Provide KEE coated metal flashing with 2 inches minimum overlap of roofing membrane; heat weld in the horizontal plane, with subsequent sealing of seams with sealant.
3. All perimeter edge details are to be fabricated from SolarBright KEE Clad Metal.
4. Ensure all fascia extend a minimum of 2 inch lower than the bottom of the wood nailers.
5. Fasten all metal flashing to wood nailers or approved substrate with approved fasteners 8 inches on center.



6. Break and install SolarBright Clad metal in accordance with approved details, ensuring proper attachment, maintaining 1/2 inch expansion joints and the installation of a minimum 2 inch bond breaker tape prior to sealing the joint.
7. Solidly weld SolarBright Clad expansion joints with a 6 inch strip of SolarBright membrane welded to the SolarBright Clad, covering the bond breaker tape (cover plates are optional).

### **3.4 FIELD QUALITY CONTROL**

- A. Perform field inspection and testing as required under provisions of Division 01 Section Quality Requirements & manufacturers recommendations.
- B. Heat weld test cuts will be required. One (1) test cut per 5,000 square feet will be required.
- C. Correct defects or irregularities discovered during field inspection.
- D. Require attendance of roofing materials manufacturers' representatives at site during installation of the roofing system a minimum of two (2) days per week. A copy of the specification should also be on site at all times.

### **3.5 CLEANING**

- A. Keep premises free from accumulation of waste and debris. At completion of installation remove surplus materials and debris.
- B. At completion clean exposed surfaces in a manner that will not damage finish.

### **3.6 FINAL INSPECTION**

- A. At completion of roofing installation and associated work, meet with Contractor, Architect, installer, installer of associated work, Owner, roofing system manufacturer's representative and other representatives directly concerned with performance of roofing system.
- B. Walk roof surface areas of the building, inspect perimeter building edges as well as flashing of roof penetrations, walls, curbs and other equipment. List all items requiring correction or completion and furnish copy of list to each party in attendance.
- C. The roofing system manufacturer reserves the right to request a thermographic scan of the roof during final inspection to determine if any damp or wet materials have been installed. The thermographic scan shall be provided by the Roofing Contractor.
- D. If core cuts verify the presence of damp or wet materials, the [Roofing] Contractor shall be required to replace the damaged areas at his own expense.
- E. Repair or replace deteriorated or defective work found at time above inspection as required to a produce an installation which is free of damage and deterioration at time of Substantial Completion and according to warranty requirements. Notify the Contractor, Architect, & Owner upon completion of corrections.



- F. Following the final inspection, provide written notice of acceptance of the installation from the roofing system manufacturer.

END SECTION 07542

## Bid Instructions and Conditions

### Bid Package

#### Plaza Elementary School, 2018 Roofing Project

The bidding documents include the Notice to Bidders, Bid Instructions/ Conditions, Specifications, Non-collusion Affidavit, Sub Contractors List, bid bond form, and the Bid Form.

1. Bids shall be delivered in a sealed envelope plainly marked on the outside with the following: "BID FOR RE-ROOFING". Bids must be returned to Plaza Elementary School located at 7322 County Road 24 Orland, Ca 95963 by 10:00 a.m. March 7th, 2018. Time and date must be entered on the envelope and initialed by an office employee. The bids will be opened publicly and read aloud.
2. A bid is invalid if it has not been deposited at the designated location prior to the time and date for the receipt of bids indicated in the Notice to Bidders, or prior to any extension thereof, issued to the bidders. Bids received after the scheduled time for receipt of bids, shall be rejected as **non-responsive**.

3. **Preparation of Bid Form**

The owner invites bids on the **attached** form to be submitted at such time and place as is stated in the Notice to Contractors Calling for Bids. All blanks in the bid form must be appropriately filled in, and all prices must be stated in both words and figures. If a different price is stated in words than is stated in figures, the price stated in words shall be the price bid. All bids must be submitted in sealed envelopes bearing on the outside the name of the bidder, his address, and the name of the project for which the bid is submitted. It is the sole responsibility of the bidder to see that his bid is received in proper time. All bids received after the scheduled closing time for receipt of bids will be returned to the bidder unopened. See Exhibit "A"

4. **Bid Bond**

All bids shall be accompanied by a bid bond or cashier's check in the amount of not less than ten percent (10%) of the bid submitted. The above-mentioned bid bond or cashier's check shall be given as a guarantee that the bidder will enter into a contract, if awarded the contract, and will be declared in the amount of liquidated damages at \$500.00 per day, if the bidder refuses or neglects to enter into said contract after being requested to do so within ten calendar days of the Board's determination that the bidder is the lowest, responsive bidder. See Exhibit "B"

5. **Subcontractor's List**

A subcontractor list is required pursuant to Public Contract Code Section 4104, listing the name and address, (optionally, the telephone number may be included) of each subcontractor who performs work, renders service, or fabricates and installs a portion of the work in an amount in excess of one-half of one percent of the prime contractor's total bid. See Exhibit "C"

6. **Federal Immigration and Control Act of 1986 ("IRCA")**

The bidder hereby certifies that it is in full compliance with the provisions of the IRCA in the hiring of its employees, and shall remain in compliance during the performance of the work. The bidder shall indemnify, hold harmless, and defend the Owner against any and all actions, proceedings, penalties or claims arising out of the bidder's failure to comply strictly with the IRCA.

7. **Prevailing Wages**

Pursuant to Labor Code § 1775, the Contractor shall, as a penalty to the Owner, forfeit not more than fifty dollars (\$50) for each calendar day or portion thereof, for each worker paid less than the prevailing rates as determined by the director for the work or craft in which the worker is employed. The amount of this penalty shall be determined by the California State Labor Commissioner and shall be based on consideration of the Contractor's mistake, inadvertence, or neglect in failing to pay the correct rate of prevailing wages, or the previous record of the Contractor in meeting his or her prevailing wage obligations, or the Contractor's willful failure to pay the correct rates of prevailing wages.

8. **Bid Security**

Each bid shall be accompanied by a certified or cashier's check payable to the owner or a satisfactory bid bond in favor of owner executed by the bidder as principal and an admitted surety approved to conduct business in the State of California as surety, in an amount not less than ten (10) percent of the bid submitted. The check or bid bond shall be given as a guarantee that the bidder shall execute the contract if it be awarded to him, her, or it in conformity with the contract documents and shall provide the surety bond or bonds as specified therein within five (5) days after notification of the award of the contract to the bidder.

9. **Faxed and Electronic Mail Bids**

All bids must be under sealed cover. Owner will not accept any bids or bid modifications submitted by facsimile or electronic mail transmission.

10. **Signature**

The bid must be signed in the name of the bidder and must bear the signature in longhand of the person or persons duly authorized to sign the bid.

11. **Modifications**



Changes in or additions to the bid form, recapitulations of the work bid upon, alternative proposals, or any other modification of the bid form which is not specifically called for in the contract documents may result in the Owner's rejection of the bid as not being responsive to the invitation to bid. No oral or telephonic modification of any bid submitted will be considered and a telegraphic modification may be considered only if the postmark evidences that a confirmation of the telegram duly signed by the bidder was placed in the mail prior to the opening of bids.

**12. Erasures/Mutilation of Bid Documents**

The bid submitted must not contain any erasures, interlineations, or other corrections unless each such correction is suitably authenticated by affixing in the margin immediately opposite the correction the surname or surnames of the person or persons signing the bid. Contractors should not deface or mutilate the bid documents to the extent that they may not be usable for construction purposes.

**13. Examination of Site and Contract Documents**

Each bidder shall visit the site of the proposed work and fully acquaint himself, herself, or itself with the conditions relating to the construction and labor so that he may fully understand the facilities, difficulties, and restrictions attending the execution of the work under the contract. Bidders shall thoroughly examine and be familiar with the drawings and specifications. The failure or omission of any bidder to receive or examine any contract documents, form, instrument, addendum, or other document or to visit the site and acquaint himself, herself, or itself with conditions there existing shall in no way relieve any bidder from obligations with respect to his, her, or its bid or to the contract. The submission of a bid shall be taken as prima facie evidence of compliance with this section.

**14. Withdrawal of Bids**

Unless required by law, no bidder may withdraw his bid for a period of sixty (60) days after the date set of the opening thereof. Bids may be withdrawn by the bidder prior to the scheduled time of the bid opening, but may not be withdrawn after the start of the bid opening. Any bidder may withdraw his, her, or its bid either personally, by written request, or by telegraphic request confirmed in the manner specified above at any time prior to the scheduled closing time for receipt of bids.

**15. Agreements and Bonds**

The Agreement form, which the successful bidder, as Contractor, will be required to execute, and the forms and amounts of surety bonds, which he will be required to furnish at the time of execution of the Agreement, are included in the contract documents and should be carefully

examined by the bidder. The required number of executed copies of the Agreement, the Performance Bond, and the Payment Bond for Public Works is as specified in the Special Conditions. The Performance Bond must be executed by an admitted Surety approved to conduct business in the State of California which meets the highest standards the Owner is legally permitted to establish and which it has established. The Payment Bond must be in the amount of 100 percent of the total amount payable. The Payment Bond must be executed by an admitted Surety approved to conduct business in the State of California, which meets the highest standards the Owner is legally permitted to establish. Bonds shall be in the form set forth in the contract documents. All bonds required, whether Bid bonds, Performance, Payment, or other bonds, shall be issued by a California admitted surety insurer. The Bid Bond, Performance Bond, and Payment Bond must be issued by the same admitted surety insurer. The payment and performance bonds required by these specifications will neither be accepted nor approved by the Owner unless the bonds are underwritten by an admitted surety and the requirements of California Code of Civil Procedure section 995.630(a) and (b) are met and the bonds are accompanied by the County Clerk's certificate as provided for in California Code of Civil Procedure Section 995.640(b). The Owner further reserves the right to satisfy itself as to the acceptability of the surety and the form of bond. The apparent low bidder must submit together with the performance and payment bonds the following documents:

1. The original, or a certified copy, of the unrevoked appointment, power of attorney, bylaws, or other instrument authorizing the person who executed the bond to do so.
2. A certified copy of the certificate of authority of the insurer issued by the California Insurance Commissioner.
3. A certificate from the county clerk that the certificate of authority has not been surrendered, revoked, canceled, annulled, or suspended, or in the event that it has, that renewed authority has been granted.
4. A financial statement of the assets and liabilities of the insurer to the end of the quarter calendar year prior to 30 days next preceding the date of the execution of the bond, in the form of an officers' certificate as defined in Corporations Code § 173.

If the surety insurer is not found to be an "admitted surety insurer" the bid shall be determined non-responsive and shall be rejected. If the surety insurer's assets do not exceed its liabilities in an amount equal to or in excess of the amount of the bond, subject to Section 12090 of the Insurance Code; or if the bidder fails to provide the specified documents; the bid may be determined non-responsive and may be rejected."



16. **Interpretation of Plans and Documents**

If any person contemplating submitting a bid for the proposed contract is in doubt as to the true meaning of any part of the drawings, specifications, or other contract documents, or finds discrepancies in, or omissions from the drawings and specifications, he, she, or it may submit to the Architect a written request for an interpretation or correction thereof. The person submitting the request will be responsible for its prompt delivery. Any interpretation or correction of the contract documents will be made only by addendum duly issued and a copy of such addendum will be mailed or delivered to each person receiving a set of the contract documents. All addenda may be mailed, delivered, faxed, or sent via electronic mail. Owner shall immediately send a hard copy via regular mail or overnight delivery, at the option of Owner. No oral interpretation of any provision in the contract documents will be made to any bidder. Numbers spelled out in words will take precedence over numerals / figures.

17. **Bidders Interested in More Than One Bid and Bidders Not Qualified to Bid**

No person, firm, or corporation shall be allowed to make, or file, or be interested in more than one bid for the same work unless alternate bids are specifically called for. A person, firm, or corporation that has submitted a sub proposal to a bidder, or that has quoted prices of materials to a bidder, is not thereby disqualified from submitting a sub proposal or quoting prices to other bidders or making a prime proposal. **No person, firm, or corporation shall be allowed to bid who has participated in the preparation of contract specifications; a bid by such a person, firm or corporation shall be determined to be non-responsive.**

18. **Award of Contract**

The Owner reserves the right to reject any or all bids, or to waive any irregularities or informalities in any bids or in the bidding. The award of the contract, if made by the Owner, will be to the lowest responsible bidder therefore.

19. **Determination of Lowest Responsible Bidder**

A local agency may require a bid for a public works contract to include prices for items that may be added to, or deducted from, the scope of work in the contract for which the bid is being submitted. Whenever additive or deductive items are included in a bid, the bid solicitation shall specify which one of the following methods will be used to determine the lowest bid. In the absence of a specification, only the method provided by subdivision (a) will be used:

- (a) The lowest bid shall be the lowest bid price on the base contract without consideration of the prices on the additive or deductive items.
- (b) The lowest bid shall be the lowest total of the bid prices on the base contract and



those additive or deductive items that were specifically identified in the bid solicitation as being used for the purpose of determining the lowest bid price.

- (c) The lowest bid shall be the lowest total of the bid prices on the base contract and those additive or deductive items that when taken in order from a specifically identified list of those items in the solicitation, and added to, or subtracted from, the base contract, are less than, or equal to, a funding amount publicly disclosed by the local agency before the first bid is opened.
- (d) The lowest bid shall be determined in a manner that prevents any information that would identify any of the bidders or proposed subcontractors or suppliers from being revealed to the public entity before the ranking of all bidders from lowest to highest has been determined.

A responsible bidder who submitted the lowest bid as determined by this section shall be awarded the contract, if it is awarded. This section does not preclude the local agency from adding to or deducting from the contract any of the additive or deductive items after the lowest responsible bidder has been determined.

- (e) Nothing in this section shall preclude the prequalification of subcontractors.

**20. Evidence of Responsibility**

Upon the request of the Owner, a bidder whose bid is under consideration for the award of the contract shall submit promptly to the Owner satisfactory evidence showing the bidder's financial resources, his construction experience in the type of work being required by the Owner, and his organization available for the performance of the contract and any other required evidence of the bidder's qualifications to perform the proposed contract. The Owner may consider such evidence before making its decision awarding the proposed contract. Failure to submit requested evidence of a bidder's responsibility to perform the proposed contract may result in rejection of the bid.

**21. Listing Subcontractors**

Each bidder shall submit with his sealed bid a list of the proposed subcontractors on this project as required by the Subletting and Subcontracting Fair Practices Act (Public Contract Code section 4100 and following). Forms for this purpose are furnished with the contract documents. In addition to these requirements, within one business day after the bid opening, Contractor shall provide the address, phone number, and license number of each listed subcontractor. If the bidder fails to provide information within one business day, The Owner may in its discretion, reject the bid as non-responsive. See Exhibit "C"

22. **Workers' Compensation**

In accordance with the provisions of section 3700 of the Labor Code, Contractor shall secure the payment of compensation to his employees. Contractor shall sign and file with the Owner the following certificate prior to performing the work under this contract:

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

The form of such certificate is included as part of the contract documents. See Exhibit "D"

23. **Non-Collusion Affidavit**

Public Contract Code Section 7106 requires each bidder to execute and submit, at the time of submission of his, her, or its bid. A bidder's failure to submit this form shall result in his, her, or its bid being considered non-responsive. See Exhibit "E"

24. **Substitution of Security/Retention of Funds**

This project is subject to the provisions of Public Contract Code § 22300 whereby the Contractor may elect to enter into an escrow for the deposit of securities and/or funds withheld to ensure performance of the contract. Any escrow used shall be established using the escrow agreement form specified in the Contract Documents. See Exhibit "E"

25. **Contractor's License**

"Contractors are required by law to be licensed and regulated by the Contractors' State License Board, which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within 10 years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, California 95826." If, at the time the bids are opened, bidder is not licensed to perform the project in accordance with division 3, chapter 9 of the Business and Professions Code of the State of California (Section 7028.15) and the Notice to Contractors Calling for Bids, the bid will be considered non-responsive.

26. **Assignment of Antitrust and Unfair Business Practices Claims in Public Works Contracts**

In accordance with Section 7103.5(b) of the Public Contract Code, the Contractor and subcontractors shall conform to the following requirements. In entering into a public works



contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the contractor or subcontractor offers and agrees to assign to the awarding body all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. 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 public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the Contractor, without further acknowledgment by the parties.

27. **Assignment of Antitrust and Unfair Business Practices Claims in Public Purchasing Contracts**

In accordance with Section 4552 of the Government Code, the bidder shall conform to the following requirements. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. 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, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder.

28. **Storm Water Permit for Construction Activity**

Where applicable to the work of this contract, Owner shall make available to Contractor a copy of the State Water Resources Control Board (State Water Board) National Pollutant Discharge Elimination System General Permit for Waste Discharge Requirements for Discharges of Storm Water Runoff Associated with Construction Activity (the "Permit"). Contractor shall obtain the Permit from Owner prior to bidding on this contract. Owner shall also provide Contractor with a copy of the Storm Water Pollution Prevention Plan (SWPPP) at least two weeks prior to the opening of bids. Contractor shall be responsible for implementing and complying with the provisions of the Permit and the SWPPP pursuant to Article 69 of the General Conditions hereof, including requirements specified in other parts of the contract documents. It shall be Contractor's responsibility to evaluate and include in the bid the cost of compliance with the SWPPP and the cost of monitoring as required by the Permit.

29. **Ethics in Bidding**

The Owner expects the bidders to maintain high ethical standards in engaging in the competitive bidding process. The bid amount of one bidder should not be divulged to another before the award of the subcontract or order, nor should it be used by Contractor to secure a lower proposal from another bidder on that project (bid shopping). Subcontractors or Suppliers should not request information for the Contractor regarding any sub-bid in order to submit a



lower proposal on that project (bid peddling). The Owner will consider any bidder found to be engaging in such practices to be a non-responsible bidder and may reject its bid on that ground.

30. **Substitutions and Special Brand Names**

In accordance with Public Contract Code section 3400 "prior to the award of the contract", Owner must provide for "submission of data substantiating a request for a substitution of 'an equal' item." Therefore, no later than five (5) days prior to bid date, if a bidder is requesting substitution of "an equal" item or product or work, the make and grade of the item, product or work which is to be substituted shall be provided to the Owner's representative. The documentation submitted must include any and all illustrations, specifications, and other relevant data including catalogue information which describes the substituted item or product or work and substantiates that it is an "or equal" to the specified item or product or work. In addition, the submittal documentation must also include a statement of the cost implications of the substitution being requested stating whether and why the substitution will reduce or increase the contract price. The documentation submitted must also include information regarding the durability and life cycle cost of the substituted item, product or work. Substantiating data shall include a signed affidavit from the Contractor stating that the substituted item or product or work is equivalent to the specified item or product or work in every way except as listed on the affidavit. The same substitution information is to be included in the sealed bid submittal package. Failure to submit all the needed substantiating data, including the signed affidavit, may result in a determination that the bid is non-responsive.

**BIDDERS ARE SPECIFICALLY NOTIFIED THAT THE SUBMISSION OF THIS DOCUMENTATION IN NO WAY OBLIGATES THE OWNER OR ITS REPRESENTATIVE TO REVIEW SUCH DOCUMENTATION PRIOR TO CONTRACT AWARD. FURTHERMORE, IF A PROPOSED SUBSTITUTION IS REJECTED, BIDDER SHALL BE RESPONSIBLE TO PROVIDE THE ITEM OR PRODUCT OR WORK AS ORIGINALLY SPECIFIED AT NO ADDITIONAL COST TO THE OWNER. THE OWNER HAS THE COMPLETE AND SOLE DISCRETION TO DETERMINE IF AN ITEM OR ARTICLE IS AN EQUAL ITEM.**

31. **Fingerprinting**

By law it is the Cities responsibility to determine whether a contractor must provide fingerprint certification. Pursuant to Education Code section 45125.2, the Owner considers the totality of the circumstances in order to determine if fingerprinting of employees of a contractor working on a school site is required. Factors to be considered include the length of time the contractor's employees are on school grounds, whether students are in proximity with the location where the contractor's employees are working, and whether the contractor's employees are working



alone or with others. A determination regarding whether fingerprint certification is required is contained in the special conditions.

32. **Liquidated Damages**

Should the Contractor fail to complete this contract, and each phase of the work provided therein within the time fixed for such completion, pursuant to Government Code Section 53069.85, said Contractor shall forfeit and pay (or the Owner may deduct the amount thereof from any money due or to become due to the Contractor) the sum of \$500.00 per calendar day as liquidated damages. In accordance with the provisions of Government Code Section 4215, the contractor shall not be assessed liquidated damages where delay is caused by failure of the Owner or the owner of the utility to provide for the removal or relocation of utility facilities, but only if such utilities are not identified in the plans and specifications.

**Exhibit A**

**BID FORM**

TO: Plaza Elementary School acting by and through its Governing Board, herein called the "The Owner":

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

Plaza Elementary School 2018 Roofing Project

all in strict conformity with the drawings and specifications and other contract documents

submits the following bid:

**Base bid for East Classroom**

\_\_\_\_\_ Dollars  
(\$ \_\_\_\_\_)

**Alternate Bid for West Classroom**

\_\_\_\_\_ Dollars  
(\$ \_\_\_\_\_)

Amount of **OVERHEAD** (to include bonds, insurance, and supervision) and profit to be added or deducted for change orders: \_\_\_\_\_%

**Time for Completion:** The Contractor must complete the contracted work within \_\_\_\_\_

\_\_\_\_Sixty\_\_\_\_ (\_\_\_\_60\_\_\_\_) days from the date listed on the written Notice to Proceed, unless an extension or extensions of time or suspension of work is authorized as provided in the Contract documents. Should the Contractor fail to perform the work contracted for under this Agreement within the Contract Period,



plus, if any, approved extension(s) of time, the Owner will deduct from any money due or that may become due the Contractor under the Contract the sum of five hundred dollars (\$500.00) per day as liquidated damages as fully set forth in the contract documents.

**Supplemental Bid Conditions:**

1. The Owner reserves the right to reject this bid.
2. Contractor's bid, unless timely revoked by Contractor, shall remain open and not be withdrawn for the period specified in the Notice to Contractors Calling for Bids.
3. Contractor guarantees that it will perform the above-referenced construction services in accordance with the attached Lump Sum Bid and Schedule of Values for a period of twelve (12) months from the date that the Board approves the written agreement.
4. Contractor has completed and signed the attached Schedule of Values. The Schedule of Values shall become part of the contract documents and shall be relied upon by the Owner in the event there are revisions in the scope of work in this contract. The Contractor acknowledges that the total value on the Schedule of Values equals the based proposal amount. The Contractor has carefully checked all of the figures on the schedule of values and the Bid Form and understands that the Owner will not be responsible for any errors or omissions on the part of the Contractor in presenting this bid.
5. Contractor shall have ten (10) calendar days, from the date it receives written notice from the Owner or its Architect that the Owner has accepted its proposal, to sign the enclosed Contract documents and furnish the necessary bonds and insurance certificated to the Owner. The Contractor's failure to sign in a timely manner and return the necessary contract documents shall constitute a material breach of the Contractor's obligations.
6. Contractor shall prosecute the work in a prompt, diligent and workmanlike manner. It is understood and agreed that the work shall be completed within the number of calendar days stated on the Proposal Form from the date stipulated on the written Notice to Proceed, unless extension of time or suspension of the work is authorized as provided in the Conditions of the Contract.
7. Contractor has examined the location of the proposed work and is familiar with the Drawings and other Contract Documents and the local conditions at the place where the work is to be done.

**Supplemental Matters**

1. The required bid security is attached hereto.
2. Non-collusion affidavit is attached hereto.

3. The required list of proposed subcontractors is attached hereto.
4. It is understood and agreed that bidder shall provide the addresses, telephone numbers, and license numbers of all listed subcontractors within one business day of bid opening or bidder's bid may be rejected as non-responsive.
5. Notice of acceptance or requests for additional information should be addressed to Contractor at the address stated below.
6. The names of all persons interested in the foregoing proposal as principals are as follows:

Name of Corporation/Partnership/Sole Proprietorship Presenting Bid: \_\_\_\_\_

_____	Title: _____
_____	Title: _____
_____	Title: _____
_____	Title: _____
_____	Title: _____

(IMPORTANT NOTICE: If bidder or other interested person is a corporation, state legal name of corporation, also names of the president, secretary, treasurer, and manager thereof. If the bidder is a partnership, please state true name of firm, also names of all individual partners comprising the firm. If bidder is a sole proprietorship, please state first and last names of owner(s) in full.)

7. Bidder certifies that he is licensed in accordance with the law providing for the registration of Contractors, License No. \_\_\_\_\_, Expiration Date \_\_\_\_\_, class of license \_\_\_\_\_.

I/We, the \_\_\_\_\_ of the bidder, hereby certify under penalty of perjury under the laws of the State of California, that all of the information submitted by the bidder in connection with this bid and all of the representations made herein are true and correct.

Executed on this \_\_\_\_\_ day of \_\_\_\_\_ at \_\_\_\_\_ County, California.

Proper Name of Bidder \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_



Signature of Person on Behalf of Bidder Who  
Has Authorization to Bind Bidder

By \_\_\_\_\_

Title \_\_\_\_\_

Signature of Person on Behalf of Bidder Who  
Has Authorization to Bind Bidder

**NOTE:** If bidder is a corporation, the legal name of the corporation shall be set forth above together with the signatures of authorized officers or agents and the document shall bear the corporate seal. If bidder is a partnership, the true name of the firm shall be set forth above together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership; and if bidder is an individual, his or her signature shall be placed above.

Business Address: \_\_\_\_\_

Place of Residence: \_\_\_\_\_

Telephone: ( ) \_\_\_\_\_

CONTRACTORS STATE LICENSE BOARD NO.: \_\_\_\_\_

CLASSIFICATION: \_\_\_\_\_

**Exhibit B**

**BID BOND**

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

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted the  
accompanying bid dated

\_\_\_\_\_, 20\_\_\_ for \_\_\_\_\_.

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

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

In the event suit is brought upon this bond by the Owner and judgment is recovered, the Surety shall  
pay all litigation expenses incurred by the Owner in such suit, including reasonable attorneys' fees, court  
costs, expert witness fees and investigation expenses.



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

(Corporate Seal)

PRINCIPAL \_\_\_\_\_

By: \_\_\_\_\_

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

SURETY: \_\_\_\_\_

By: \_\_\_\_\_

Attorney-in Fact

(Attach Attorney-in-Fact Certificate)

## Exhibit C

### DESIGNATION OF SUBCONTRACTORS

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

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

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

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



[illegible][illegible]

This image shows a blank sheet of white paper with horizontal blue or grey ruling lines. A single vertical red or pink margin line runs down the center of the page, creating two equal-width columns. The lines are evenly spaced and extend across the entire width of the page. There is no handwriting or other markings on the paper.

By \_\_\_\_\_

Proper Name of Bidder

## Appendix D

### CONTRACTOR'S CERTIFICATE REGARDING WORKERS' COMPENSATION

#### Labor Code Section 3700:

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

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

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 or her employees.

For all political subdivisions of the State, including each member of a pooling arrangement under a joint exercise of powers agreement (but not the State itself), by securing from the Director of Industrial Relations a certificate of consent to self-insure against workers' compensation claims, which certificate may be given upon furnishing proof satisfactory to the director of ability to administer workers' compensation claims properly, and to pay workers' compensation claims that may become due to its employees. On or before May 31, 1979, a political subdivision of the State, which, on December 31 1978, was uninsured for its liability to pay compensation, shall file a properly completed and executed application for a certificate of consent to self-insure against workers' compensation claims. The certificate shall be issued and be subject to the provisions of Section 3702."

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.

---

Proper Name of the Contractor

By: \_\_\_\_\_

\_\_\_\_\_  
Signature of Contractor

(In accordance with Article 5 [commencing at Section 1860], Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under this contract\_)



Appendix E

**NONCOLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID**

State of California)sis

County of \_\_\_\_\_

\_\_\_\_\_, Being first duly sworn, deposes

and says that he or she is of the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

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

Dated: \_\_\_\_\_

Signature: \_\_\_\_\_