

## **EXECUTED DOCUMENTS**

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# Daily Breeze

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Torrance, CA 90503-4077  
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5041856

WISEBURN SCHOOL  
13530 AVIATION BLVD  
HAWTHORNE, CA 90250

FILE NO. DB 5-77

## PROOF OF PUBLICATION (2015.5 C.C.P.)

### STATE OF CALIFORNIA County of Los Angeles

I am a citizen of the United States and a resident of the County aforesaid; I am over the age of eighteen years, and not a party to or interested in the above-entitled matter. I am the principal clerk of the printer of THE DAILY BREEZE, a newspaper of general circulation, printed and published in the City of Torrance\*, County of Los Angeles, and which newspaper has been adjudged a newspaper of general circulation by the Superior Court of County of Los Angeles, State of California, under the date of June 10, 1974, Case Number SWC7146. The notice, of which the annexed is a printed copy (set in type not smaller than nonpareil), has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to wit:

05/28/2018, 06/04/2018

I certify (or declare) under the penalty of perjury that the foregoing is true and correct.

Dated at Torrance, California  
On this 5th day of June, 2018.



Signature

\*The Daily Breeze circulation includes the following cities: Carson, Compton, Culver City, El Segundo, Gardena, Harbor City, Hawthorne, Hermosa Beach, Inglewood, Lawndale, Lomita, Long Beach, Manhattan Beach, Palos Verdes Peninsula, Palos Verdes, Rancho Palos Verdes, Rancho Palos Verdes Estates, Redondo Beach, San Pedro, Santa Monica, Torrance and Wilmington.

Portable, Modular, and Pre-Fabricated Solutions – Piggyback #5  
Wiseburn Unified School District  
May 28, 2018

(Space below for use of County Clerk Only)

Legal No.

0011127211

DB 5-77		
NOTICE TO CONTRACTORS CALLING FOR BIDS		
Please submit all questions related to this Bid to Wiseburn School District		
School District:	Wiseburn Unified School District of Los Angeles County, CA. (Hereinafter "DISTRICT".)	
Bid Deadline:	BP #5 - Not later than 10 AM, July 13, 2018.	
Bid Opening:	Bids shall be opened publicly and read aloud following the Bid Deadline stated above.	
Place of Bid Opening:	DISTRICT OFFICE 201 N. Douglas El Segundo, CA 90245 (310) 331-8102	
Project Identification Name:	Portable, Modular, and Pre-Fabricated Solutions 201 N. Douglas Street El Segundo, CA	
<b>Prequalification of Bidders</b>		
As a condition of bidding for this Project, and in accordance with California Public Contract Code section 20111.5, prospective bidders are required to submit to the District a completed set of prequalification documents on forms provided by the District. These documents will be the basis for determining which bidders are qualified to bid on this Project.		
Bids will not be accepted if a Contractor has not been prequalified where prequalification is required. Pre-qualification Questionnaire Packets are available for pickup at the Wiseburn Unified School District Office located at 201 N. Douglas, El Segundo, CA 90245, or can be sent electronically via request to Annie Aung at aung@wiseburn.org. Prequalification documents must be submitted to the District Office in sealed envelopes marked "CONFIDENTIAL PREQUALIFICATION" no later than Friday, June 22, 2018 at 1 PM. Contractors will be notified by email or mail of their prequalification rating within a reasonable period of time after submission of their prequalification documents, but not less than one day prior to the bid opening date.		
If this Project includes work that will be performed by mechanical, electrical or plumbing ("MEP") subcontractors (contractors that hold C-4, C-7, C-10, C-16, C-20, C-34, C-36, C-38, C-42, C-43 or C-46 licenses), such MEP contractors must also be prequalified. A list of prequalified MEP subcontractors will be made available by the District to all bidders at least five business days prior to the bid opening date. It is the responsibility of the bidder to ensure that all MEP subcontractors holding any of the licenses listed above are properly prequalified before submitting a bid.		
For any public works project, all subcontractors must be registered with the Department of Industrial Relations ("DIR") pursuant to Labor Code section 1725.5. No bid may be accepted or subcontract awarded to any subcontractor that does not meet these registration requirements. Please include your DIR registration number where indicated on the bid form.		
NOTICE IS HEREBY GIVEN that the DISTRICT, acting by and through its Governing Board, will receive up to, but not later than the above-stated time, sealed bids for the award of Contracts for the following bid packages of work to be performed:		
Bid Pkg.#	Scope of Work	License Requirements
5	Unit Pricing for: • Bid Option 1, TAB A: Modular • Bid Option 2, TABs B-D: Modular, Ancillary Materials, and Services	A or B
All Bids shall be made and presented on forms furnished by the District. Bids shall be received in the place identified above, and shall be opened and publicly read aloud to the public in order of the Bid Package numbers at the above-stated time and place.		
The basis of award will be the lowest total price of the base bid. All bidders are hereby notified of a <b>MANDATORY Pre-bid Conference held on Friday, June 8, 2018 at 10 AM.</b>		
Interested Contractors shall meet at the Wiseburn Unified School District Board Room location 201 N. Douglas Street, El Segundo, CA 90245. Any questions or clarifications arising from review of the documents are to be submitted to the District in writing and in accordance with the bid documents. The purpose of this meeting is for bidders to have an opportunity to familiarize themselves with the bid requirements. No interpretations or clarifications of contract documents will be made at this time.		
Bid documents will be available through ARC Document Solutions on or after June 8, 2018.		
There will be a non-refundable charge to purchase each set of bid documents. No partial sets will be available. For assistance call (714)-424-8525.		
In accordance with the provisions of California Business and Professions Code Section 7028.15 and Public Contract Code Section 3300, the Owner requires that the bidder possess the classification of contractor's license appropriate for the work to be performed at the time that the bid is submitted. Appropriate licenses are noted in parenthesis after the Bid Package title listed above and more than one license may be required. This list in no way relieves the Contractor from fulfillment of any legal requirement or licensing necessary for performance of his work.		

Bid d  
Page

In addition to the bid security referred to in the contract documents (1), each bidder shall submit, on forms furnished with the contract documents; (2) the Designation of Subcontractors (if any); (3) the Information Required of Bidders; (4) the Contractor's Certificate Regarding Workers' Compensation; (5) the Non-Collusion Affidavit; and any other documents as specified in the Master Specifications.

The DISTRICT reserves the right to reject any or all bids or to waive any immaterial irregularities or informalities in any bid or in the bidding process.

As required by Section 1773 of the California Labor Code, the Director of the Department of Industrial Relations of the State of California has determined the general prevailing rates of wages in the locality in which the Work is to be performed. Copies of these wage rate determinations, entitled PREVAILING WAGE SCALE, are maintained at the DISTRICT OFFICES and are available to any interested party upon request. The Contractor shall post a copy of this document at each job site. The Contractor and any subcontractor under it shall pay not less than the specified prevailing rates of wages to all workers employed in the execution of the Contract.

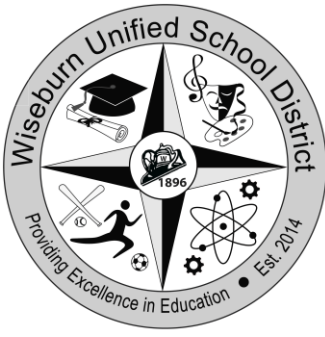
No bidder may withdraw any bid for a period of sixty (60) days after the date set for the opening of bids.

Pursuant to Section 22300 of the Public Contract Code, the successful bidder is permitted to substitute securities for any moneys withheld by the DISTRICT to ensure performance under the Contract. Alternatively, the successful bidder may request and the DISTRICT shall make payment of retention earned directly to the escrow agent at the expense of the successful bidder.

For the Board of Education,  
WISEBURN UNIFIED SCHOOL DISTRICT

Vince Madsen – Director of Facilities Planning Wiseburn Unified School District  
vmadsen@wiseburn.org

Published May 28, June 4, 2018



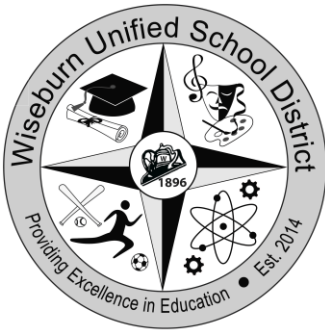
# Wiseburn Unified School District

July 3, 2018

## **ADDENDUM NO. 1 – BP #5: Portable, Modular, and Pre-Fabricated Solutions**

Addendum #1 consists of the following:

- The date of the bid opening has been changed to July 27, 2018 at 10 AM.
- Contractors will be notified by July 23, 2018 of their prequalification rating.



# Wiseburn Unified School District

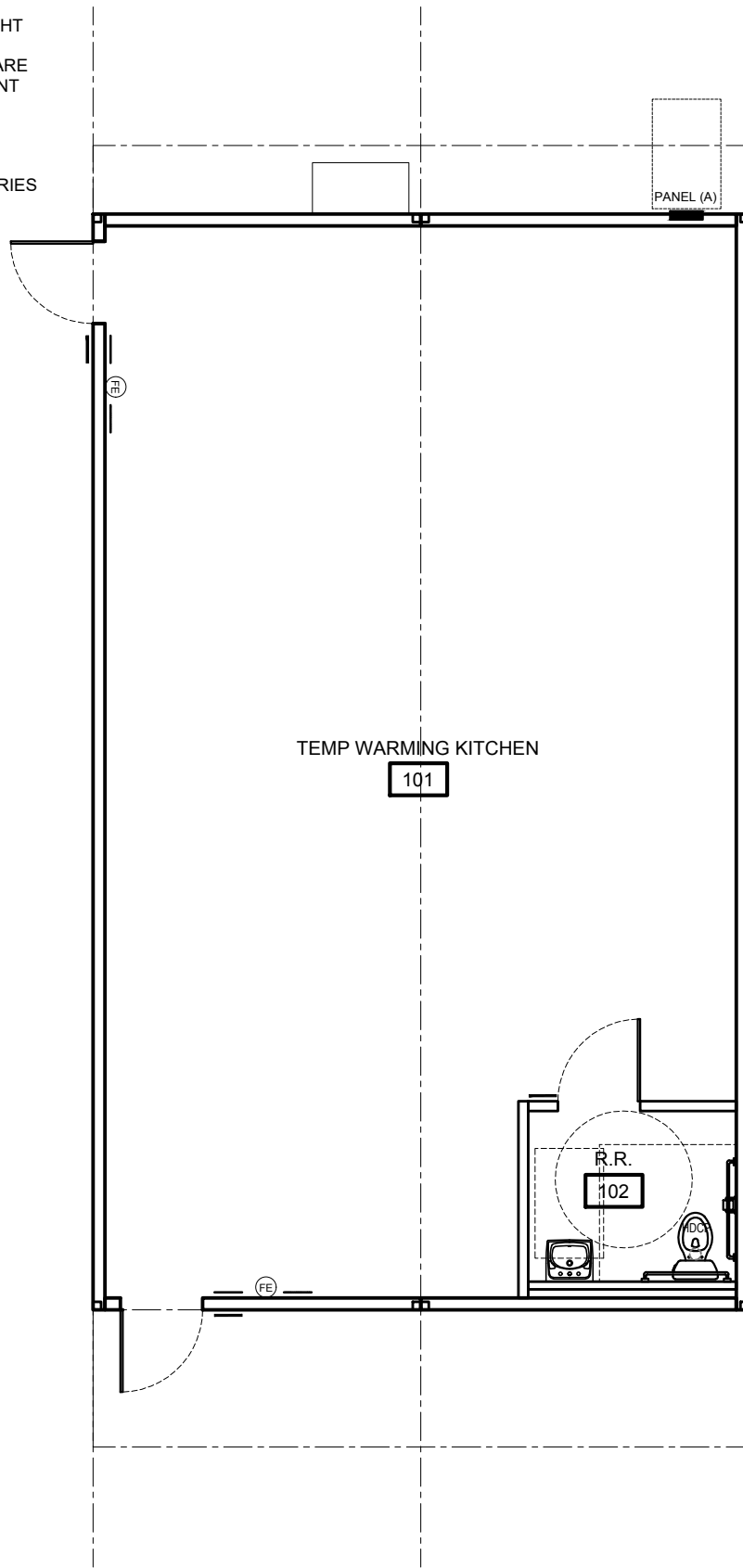
July 17, 2018

## **ADDENDUM NO. 2 – BP #5: Portable, Modular, and Pre-Fabricated Solutions**

Addendum #2 consists of the following:

--Added Missing Floor Plans (A21-A40) for TAB A: Portables

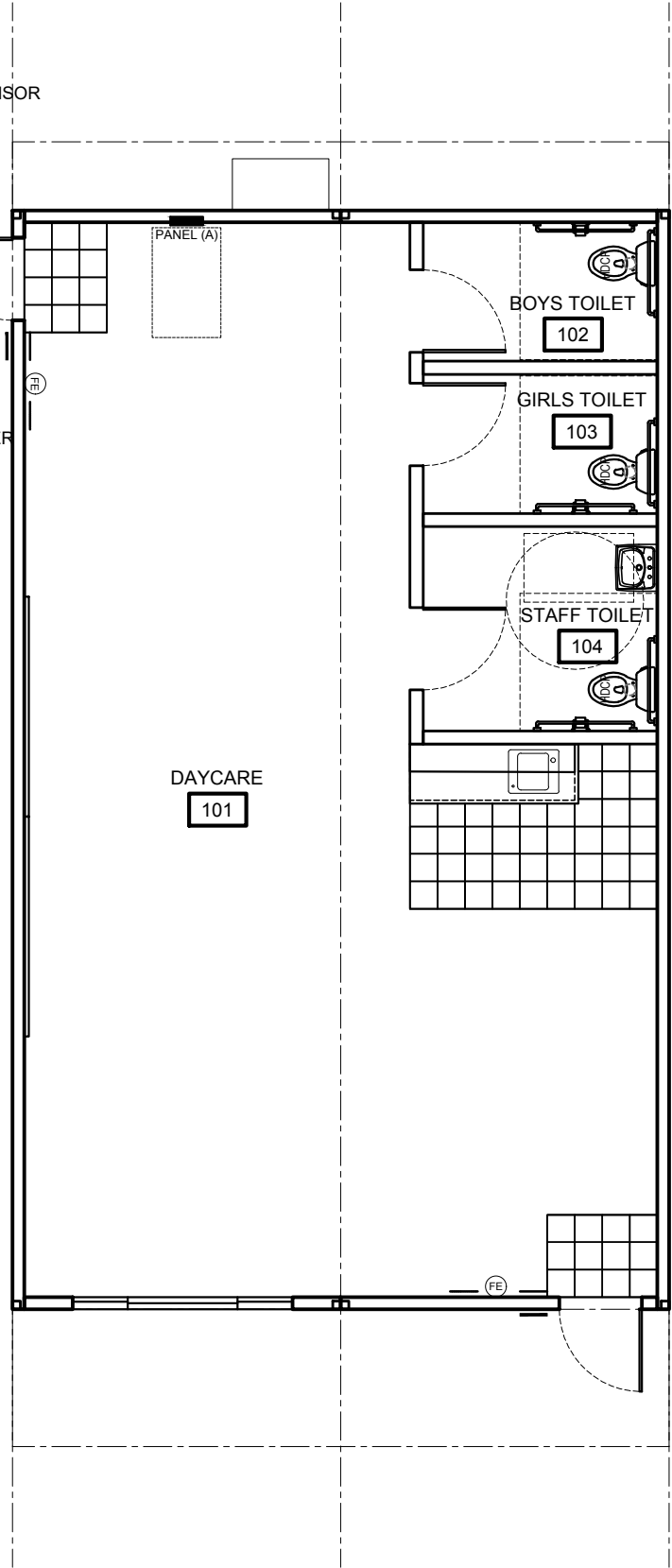
- (1) 4 TON ROOF OR WALL MOUNT HVAC
- (1) 200AMP 3 PHASE PANEL EXTERIOR OR INTERIOR
- (8) DEDICATED DUPLEX RECEPTACLES
- (8) DEDICATED DUPLEX FLOOR MOUNT
- (1) WALL CLOCK RECEP TYPE
- (15) 2X4 LED CEILING LIGHTS W/OCCUPANCY SENSOR
- (2) EMERGENCY EXIT LIGHT
- (2) EXTERIOR LED SURFACE MOUNT LIGHT
- FRP FULL HEIGHT WALL SURFACE
- (2) 3070 EXTERIOR DOOR WITH HARDWARE
- (1) 5LB. FIRE EXTINGUISHER WALL MOUNT
- (1) 6LITER TYPE K FIRE EXTINGUISHER
- (2) 5X7 DECK
- (2) 11X4 RAMP
- (2) 13FT HANDRAIL
- (1) 7'6"X6'6" RESTROOM WITH ACCESSORIES
- GYPSUM VINYL CEILING TILE
- SHEETVINYL FLOOR W/6" SELF COVE
- STANDING SEAM METAL ROOF
- T1-11 EXTERIOR SIDING
- WOOD SUBFLOOR 70 PSF FLOOR LOAD



**24'x40' TEMP WARMING KITCHEN  
FLOOR PLAN (A-21)**

TAB A-Floor Plan A- 1  
1

- (1) 4 TON WALL MOUNT HVAC
- (1) 100AMP SINGLE PHASE PANEL
- (6) DUPLEX RECEPTACLES
- (1) WALL CLOCK RECEPTION TYPE
- (12) 2X4 LED CEILING LIGHTS W/OCCUPANCY SENSOR
- (2) EMERGENCY EXIT LIGHT
- (2) EXTERIOR LED SURFACE MOUNT LIGHT
- (2) 4X8 MARKERBOARDS
- VINYL TACKBOARD WALL SURFACE
- (1) 4080 WINDOWS W/1" ALUMINUM BLINDS
- (2) 3070 EXTERIOR DOOR WITH HARDWARE
- (2) 5LB. FIRE EXTINGUISHER WALL MOUNT
- (2) 5X7 DECK
- (2) 11X4 RAMP
- (2) 13FT HANDRAIL
- (2) SINGLE KIDDIE TOILET RESTROOMS
- (1) ADULT RESTROOMS W/ACCESSORIES
- 2910 FIBERGLASS CEILING TILE
- 2X2 CARPET TILE/PATCRAFT (ATOMIC)
- SHEET/VINYL W/6" SELF COVE (RESTROOMS)
- 54SQ.FT. OF 12"X12" VCT TILE
- 6FT UPPER/LOWER CABINETS WITH SINK/BUBBLER
- STANDING SEAM METAL ROOF
- T1-11 EXTERIOR SIDING
- WOOD SUBFLOOR 70PSF FLOOR LOAD

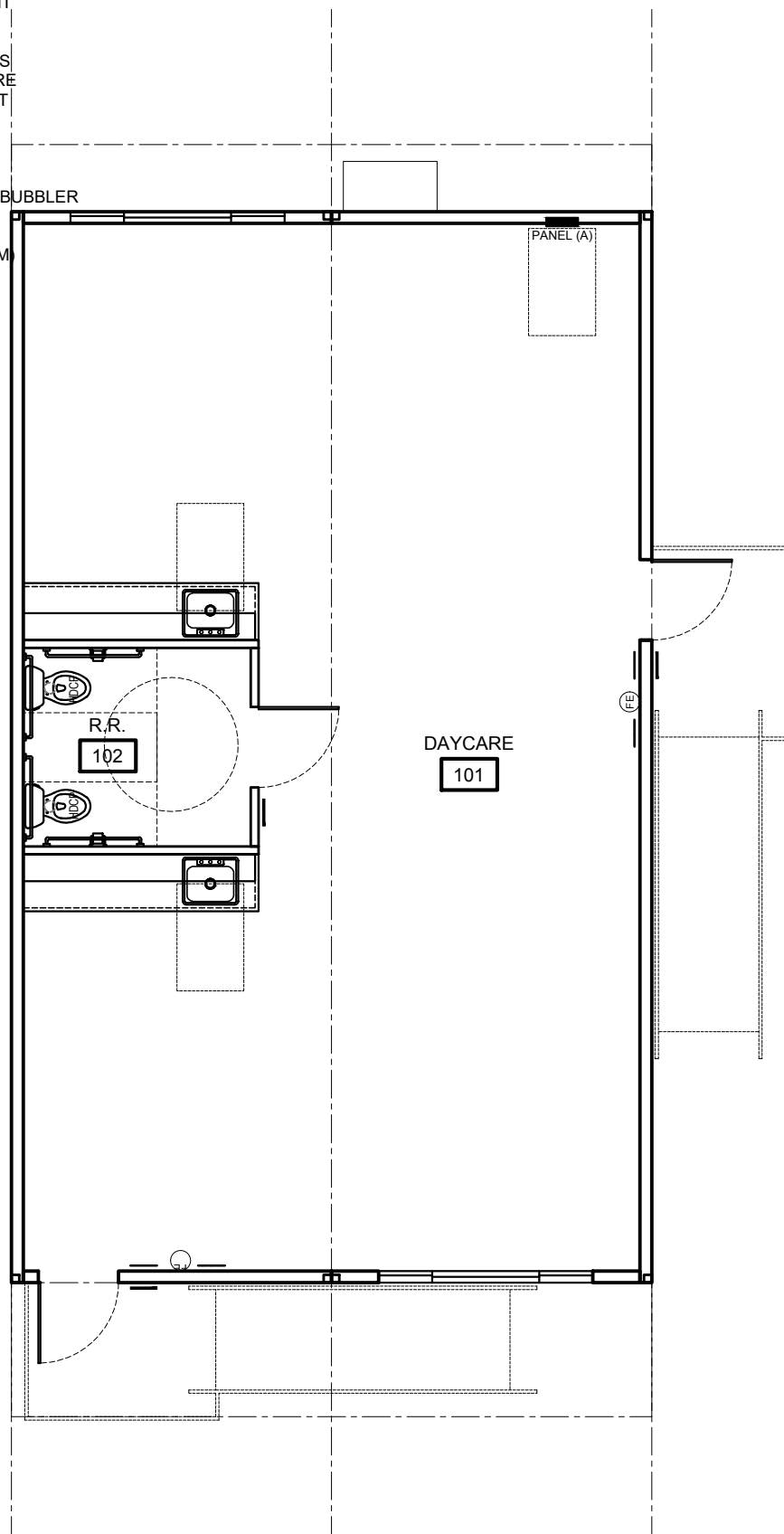


**24'x40' DAYCARE  
FLOOR PLAN (A-22)**

TAB A-Floor Plan A-



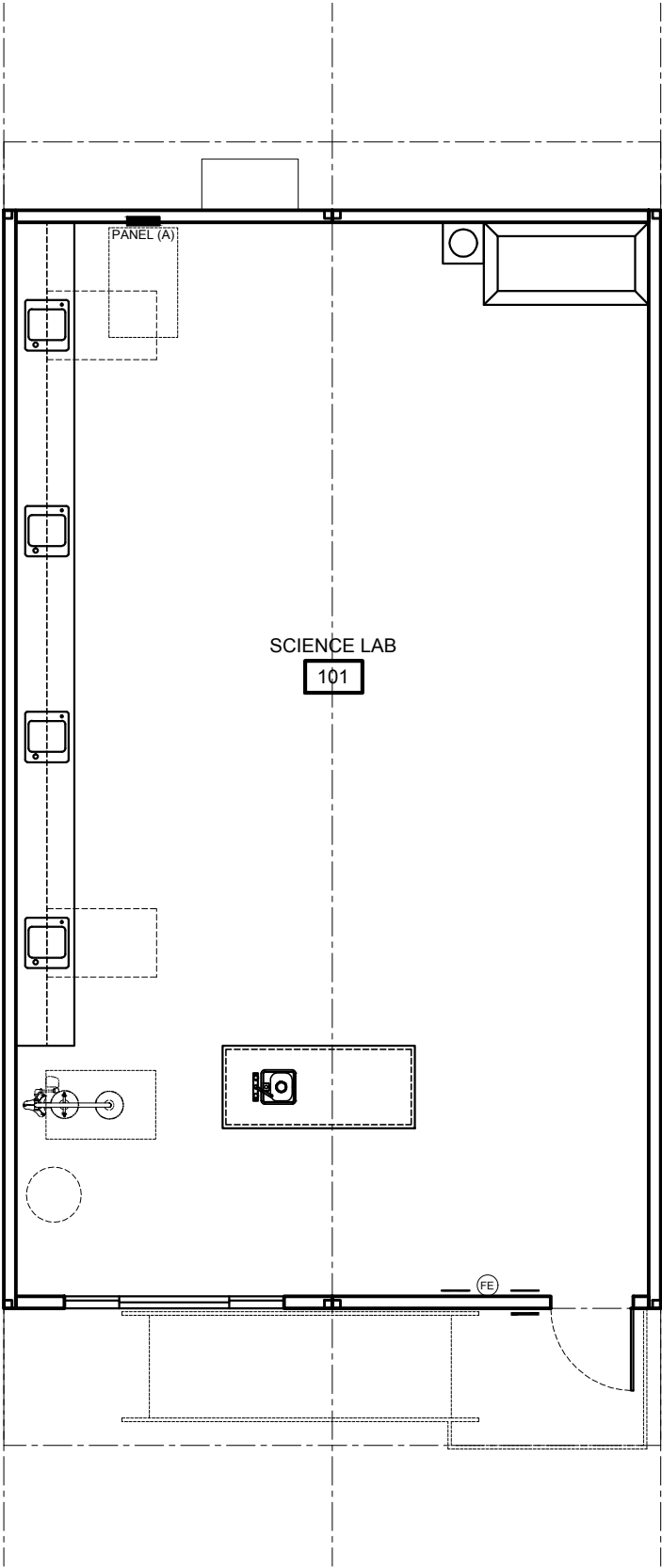
- (1) 4 TON WALL MOUNT HVAC
- (1) 100AMP SINGLE PHASE PANEL
- (6) DUPLEX RECEPTACLES
- (1) WALL CLOCK RECEP TYPE
- (12) 2X4 LED CEILING LIGHTS W/OCCUPANCY SENSOR
- (2) EMERGENCY EXIT LIGHT
- (2) EXTERIOR LED SURFACE MOUNT LIGHT
- (1) 4X8 MARKERBOARDS
- VINYL TACKBOARD WALL SURFACE
- (2) 4080 WINDOWS W/1" ALUMINUM BLINDS
- (2) 3070 EXTERIOR DOOR WITH HARDWARE
- (2) 5LB. FIRE EXTINGUISHER WALL MOUNT
- (2) 5X7 DECK
- (2) 11X4 RAMP
- (2) 13FT HANDRAIL
- (1) KIDDIE RESTROOM
- (2) 7FT UPPER/LOWER CABINETS W/SINK/BUBBLER
- 2910 FIBERGLASS CEILING TILE
- 2X2 CARPET TILE/PATCRAFT (ATOMIC)
- SHEETVINYL W/6" SELF COVE (RESTROOM)
- STANDING SEAM METAL ROOF
- T1-11 EXTERIOR SIDING
- WOOD SUBFLOOR 70PSF FLOOR LOAD



**24'x40' DAYCARE w/ RESTROOM  
FLOOR PLAN (A-23)**

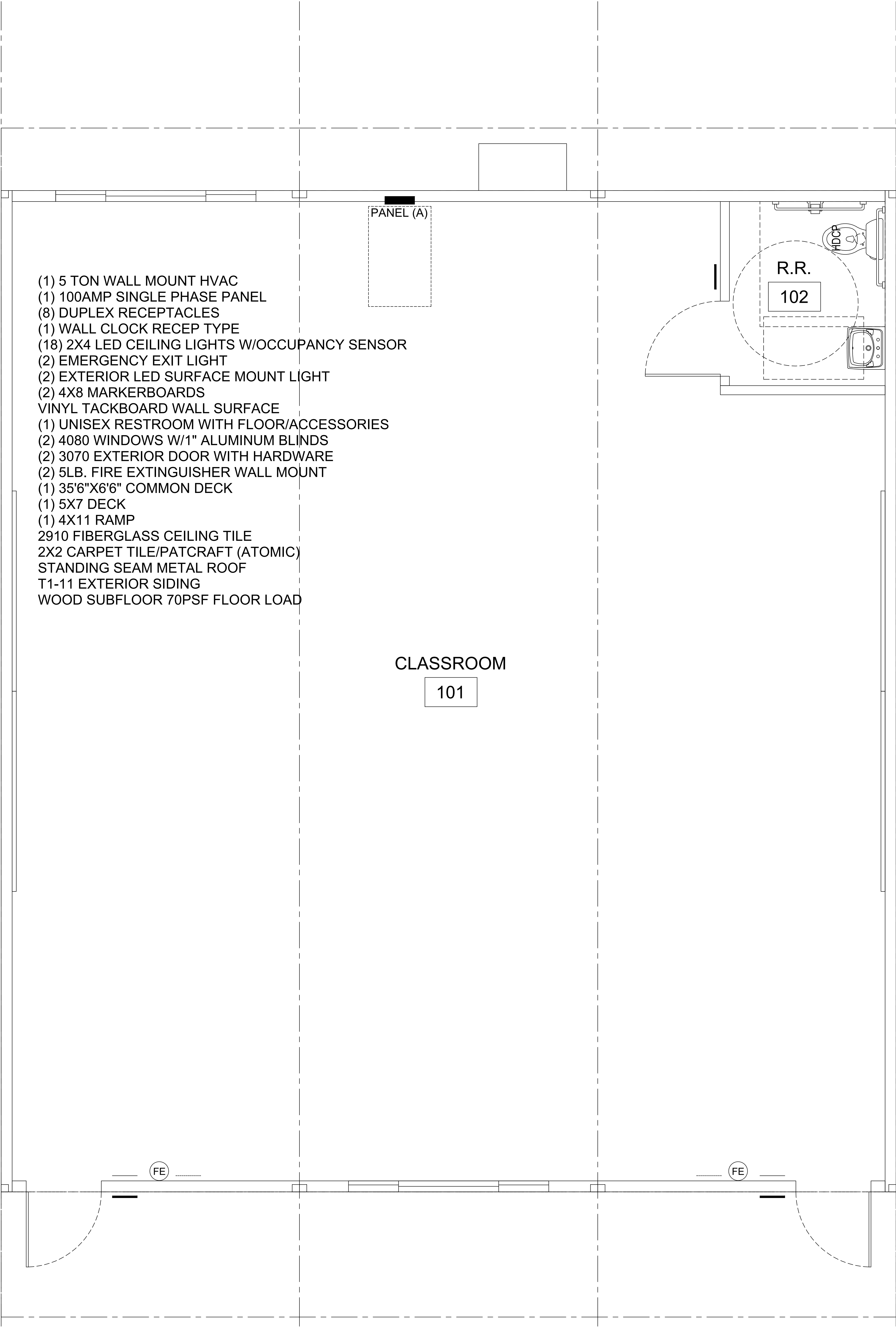
TAB A-Floor Plan A-

- (1) 4 TON WALL MOUNT HVAC
- (1) 200AMP SINGLE PHASE PANEL
- (6) DUPLEX RECEPTACLES
- (6) GFCI DUPLEX RECEPTACLES
- (4) DEDICATED DUPLEX RECEPTACLES
- (1) WALL CLOCK RECEP TYPE
- (12) 2X4 LED CEILING LIGHTS W/OCCUPANCY SENSOR
- (1) EMERGENCY EXIT LIGHT
- (1) EXTERIOR LED SURFACE MOUNT LIGHT
- (2) 4X8 MARKERBOARDS
- (1) EMERGENCY EYE WASH STATION
- (1) 6FT FUME HOOD
- (1) DI WATER SYSTEM
- (1) TEACHER ISLAND WITH SINK
- 30FT UPPER/LOWER CABINETS WITH SINKS
- COUNTERTOPS CHEMICAL RESIN TOP
- ORION PIPPING WASTE
- VINYL TACKBOARD WALL SURFACE
- (NO WINDOWS)
- (1) 3070 EXTERIOR DOOR WITH HARDWARE
- (1) 5LB. FIRE EXTINGUISHER WALL MOUNT
- (1) 5X7 DECK
- (1) 11X4 RAMP
- (1) 13FT HANDRAIL
- 2910 FIBERGLASS CEILING TILE
- VCT TILE FLOORING
- STANDING SEAM METAL ROOF
- T1-11 EXTERIOR SIDING
- WOOD SUBFLOOR 70PSF FLOOR LOAD
- 1-HOUR RATED PERIMETER WALLS ONLY
- FIRE FRINKLER SYSTEM INCLUDED



24'x40' SCIENCE LAB  
FLOOR PLAN (A-24)

TAB A-Floor Plan A-



- (1) 5 TON WALL MOUNT HVAC
- (1) 100AMP SINGLE PHASE PANEL
- (8) DUPLEX RECEPTACLES
- (1) WALL CLOCK RECEP TYPE
- (18) 2X4 LED CEILING LIGHTS W/OCCUPANCY SENSOR
- (2) EMERGENCY EXIT LIGHT
- (2) EXTERIOR LED SURFACE MOUNT LIGHT
- (2) 4X8 MARKERBOARDS
- VINYL TACKBOARD WALL SURFACE
- (1) UNISEX RESTROOM WITH FLOOR/ACCESSORIES
- (2) 4080 WINDOWS W/1" ALUMINUM BLINDS
- (2) 3070 EXTERIOR DOOR WITH HARDWARE
- (2) 5LB. FIRE EXTINGUISHER WALL MOUNT
- (1) 35'6"X6'6" COMMON DECK
- (1) 5X7 DECK
- (1) 4X11 RAMP
- 2910 FIBERGLASS CEILING TILE
- 2X2 CARPET TILE/PATCRAFT (ATOMIC)
- STANDING SEAM METAL ROOF
- T1-11 EXTERIOR SIDING
- WOOD SUBFLOOR 70PSF FLOOR LOAD

CLASSROOM

101

R.R.

102

PANEL (A)

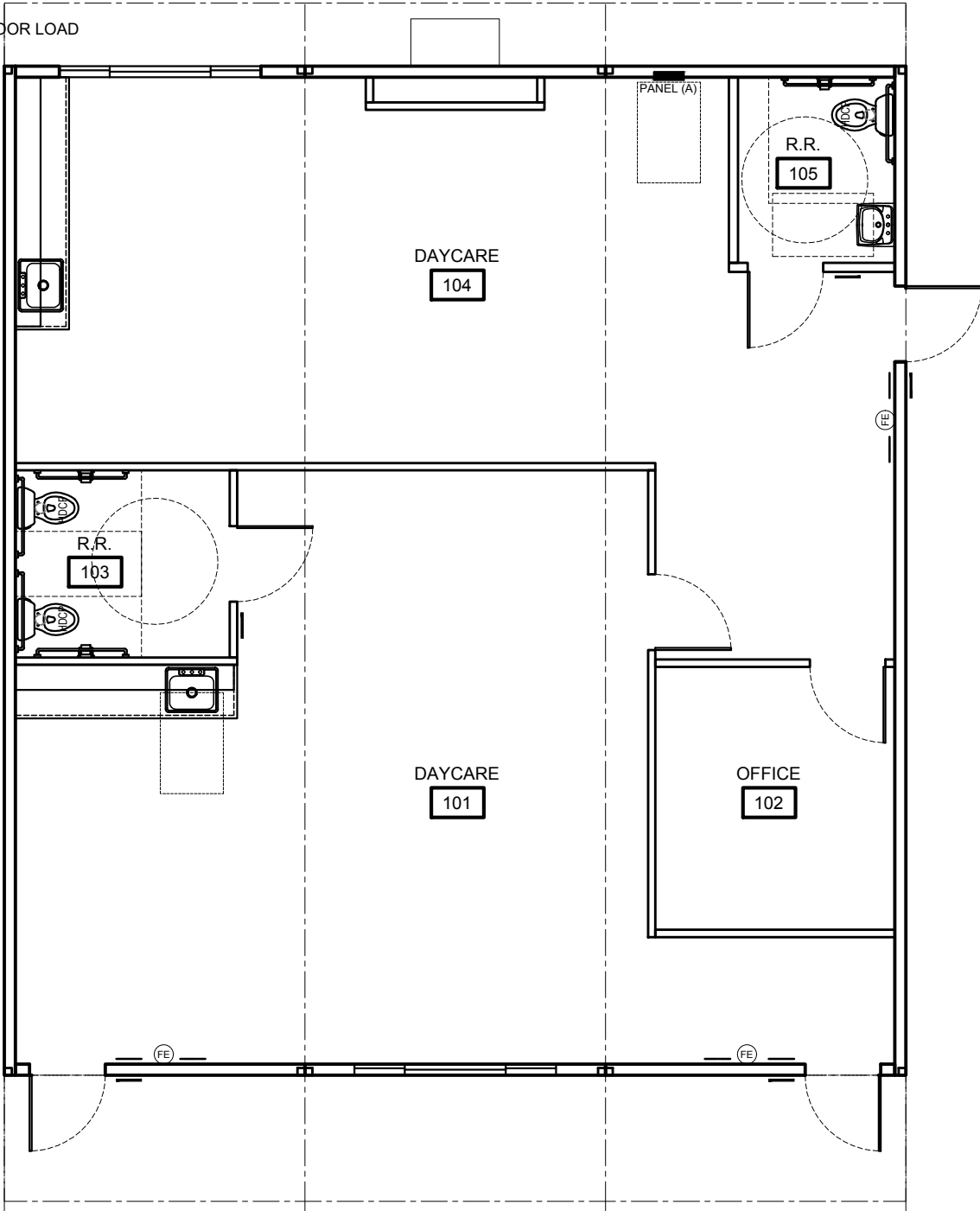
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TAB A-Floor Plan A-

# 36'x40' CLASSROOM FLOOR PLAN (A-25)

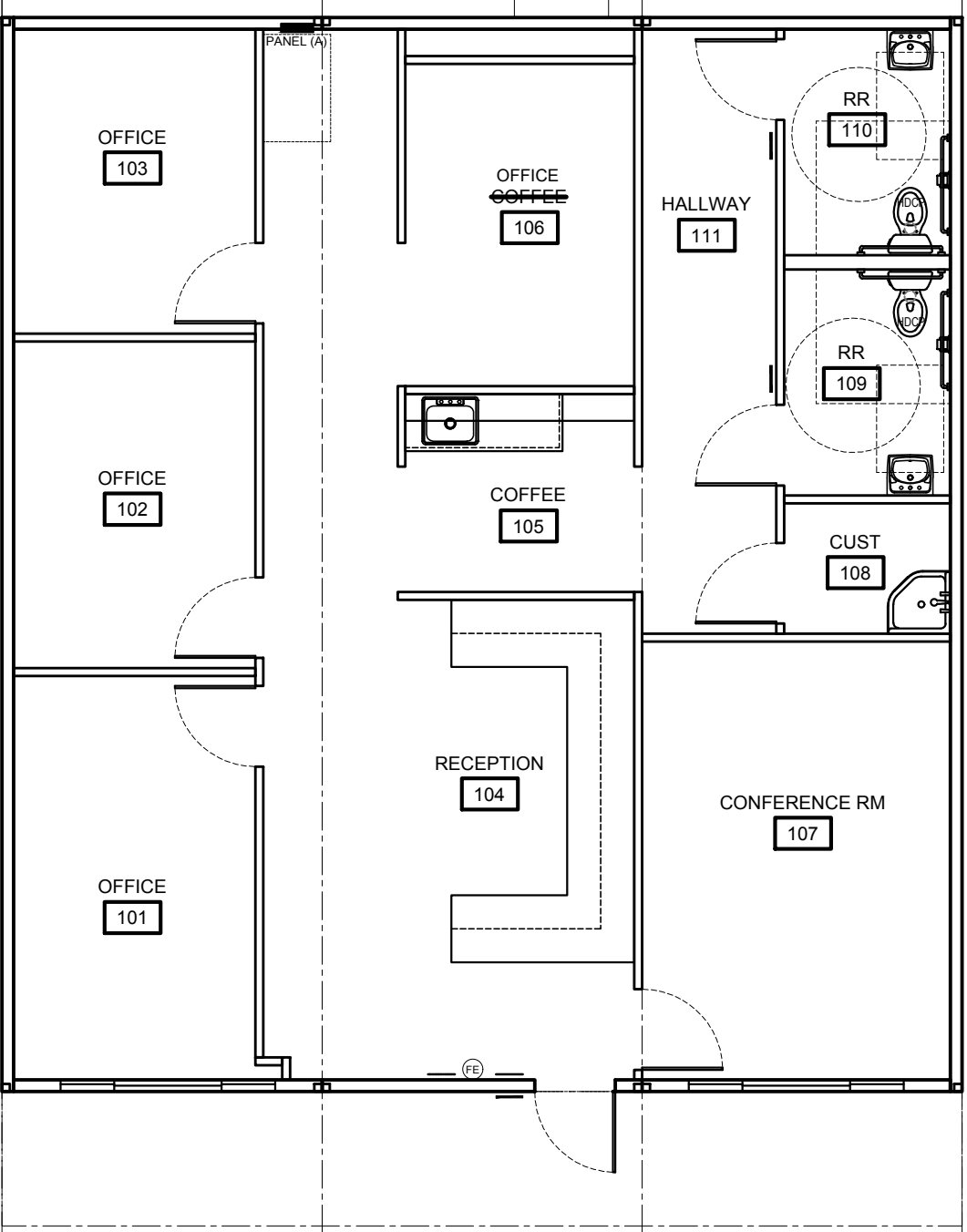
- (1) 5 TON WALL MOUNT HVAC W/PLENUM DUCCT RETURN
- (1) 150AMP SINGLE PHASE PANEL
- (12) DUPLEX RECEPTACLES, (2) DEDICATED DUPLEX RECEPTACLES, (3) GFCI DUPLEX RECEPTACLES, (2) WALL CLOCK RECEPT TYPE
- (20) 2X4 LED CEILING LIGHTS W/OCCUPANCY SENSOR, (3) EMERGENCY EXIT LIGHT, (3) EXTERIOR LED SURFACE MOUNT LIGHT
- (2) 4X8 MARKERBOARDS
- VINYL TACKBOARD WALL SURFACE, RESTROOMS FRP FULL HEIGHT
- (2) 4080 WINDOWS W/1" ALUMINUM BLINDS
- (3) 3070 EXTERIOR DOOR WITH HARDWARE
- (4) 3070 INTERIOR DOORS
- (3) 5LB. FIRE EXTINGUISHER WALL MOUNT
- (1) 35'6"x6'6" COMMON DECK (2) 5X7 DECK (2) 11X4 RAMP (1) 13FT HANDRAIL
- CASEWORK UPPER/LOWER W/SINK INLCUDED 20-LN.FT. TOTAL
- 2910 FIBERGLASS CEILING TILE, 2X2 CARPET TILE/PATCRAFT (ATOMIC), RESTROOMS SHEETVINYL W/6" SELF COVE
- STANDING SEAM METAL ROOF
- T1-11 EXTERIOR SIDING
- WOOD SUBFLOOR 70PSF FLOOR LOAD



36'x40' DAYCARE  
FLOOR PLAN (A-26)

TAB A-Floor Plan A-

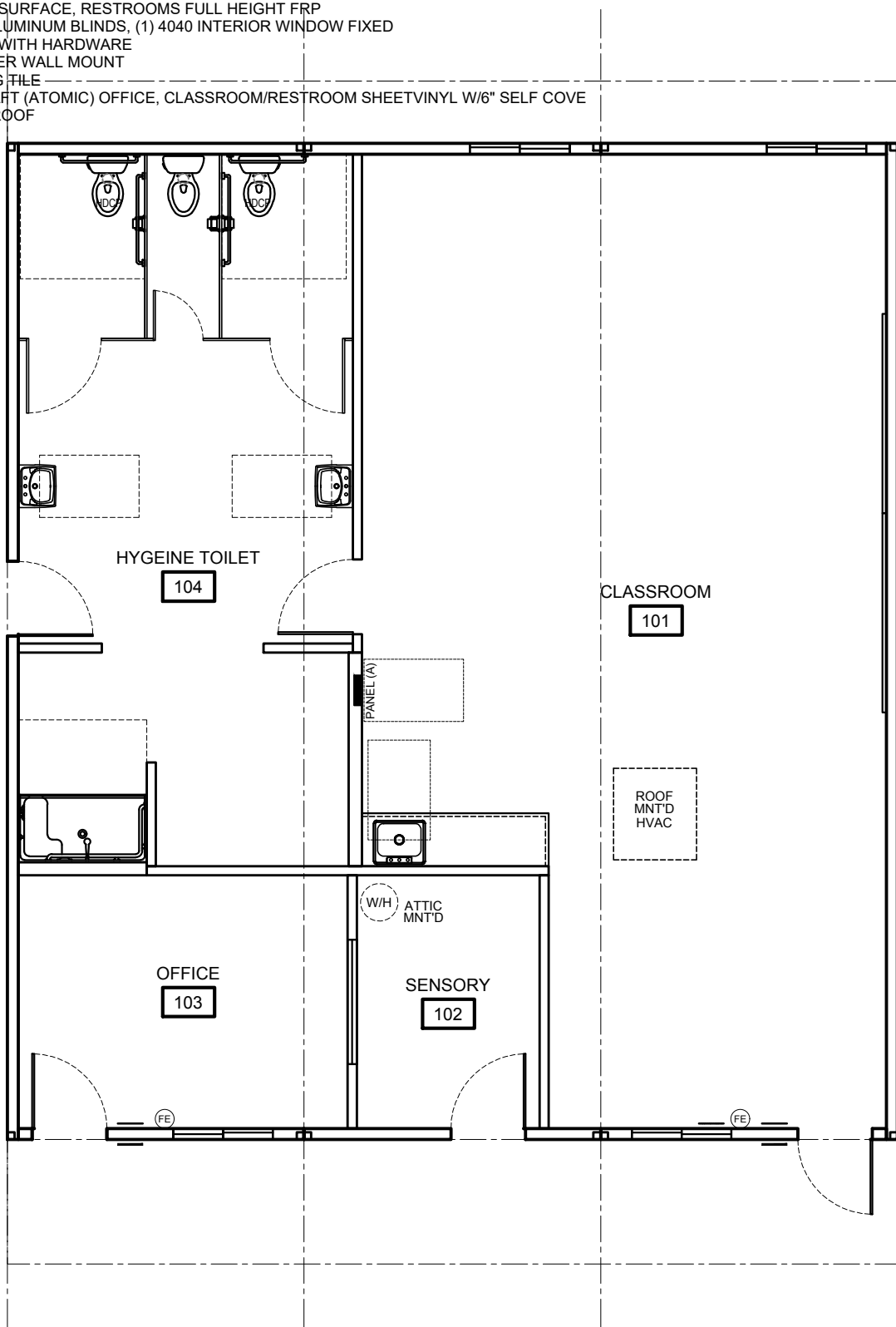
- (1) 5 TON WALL MOUNT HVAC W/PLENUM DUCT RETURN
- (1) 150AMP SINGLE PHASE PANEL
- (20) DUPLEX RECEPTACLES (6) DEDICATED DUPLEX RECEPTACLES (5) GFCI RECEPTACLES
- (1) WALL CLOCK RECEPT TYPE
- (22) 2X4 LED CEILING LIGHTS W/OCCUPANCY SENSOR
- (1) EMERGENCY EXIT LIGHT
- (1) EXTERIOR LED SURFACE MOUNT LIGHT
- (1) 4X8 MARKERBOARDS
- VINYL TACKBOARD WALL SURFACE, RESTROOMS FULL HEIGHT FRP WALLS
- (2) 4080 WINDOWS W/1" ALUMINUM BLINDS
- (1) 3070 EXTERIOR DOOR WITH HARDWARE
- (1) 5LB. FIRE EXTINGUISHER WALL MOUNT
- (1) 5X7 DECK (1) 11X4 RAMP (1) 13FT HANDRAIL
- 2910 FIBERGLASS CEILING TILE
- 2X2 CARPET TILE/PATCRAFT (ATOMIC); RESTROOMS SHEET VINYL W/6" SELF COVE; COFFEE AREA VCT
- STANDING SEAM METAL ROOF, T1-11 EXTERIOR SIDING
- WOOD SUBFLOOR 70PSF FLOOR LOAD



**36'x40' OFFICE  
FLOOR PLAN (A-27)**

TAB A-Floor Plan A-

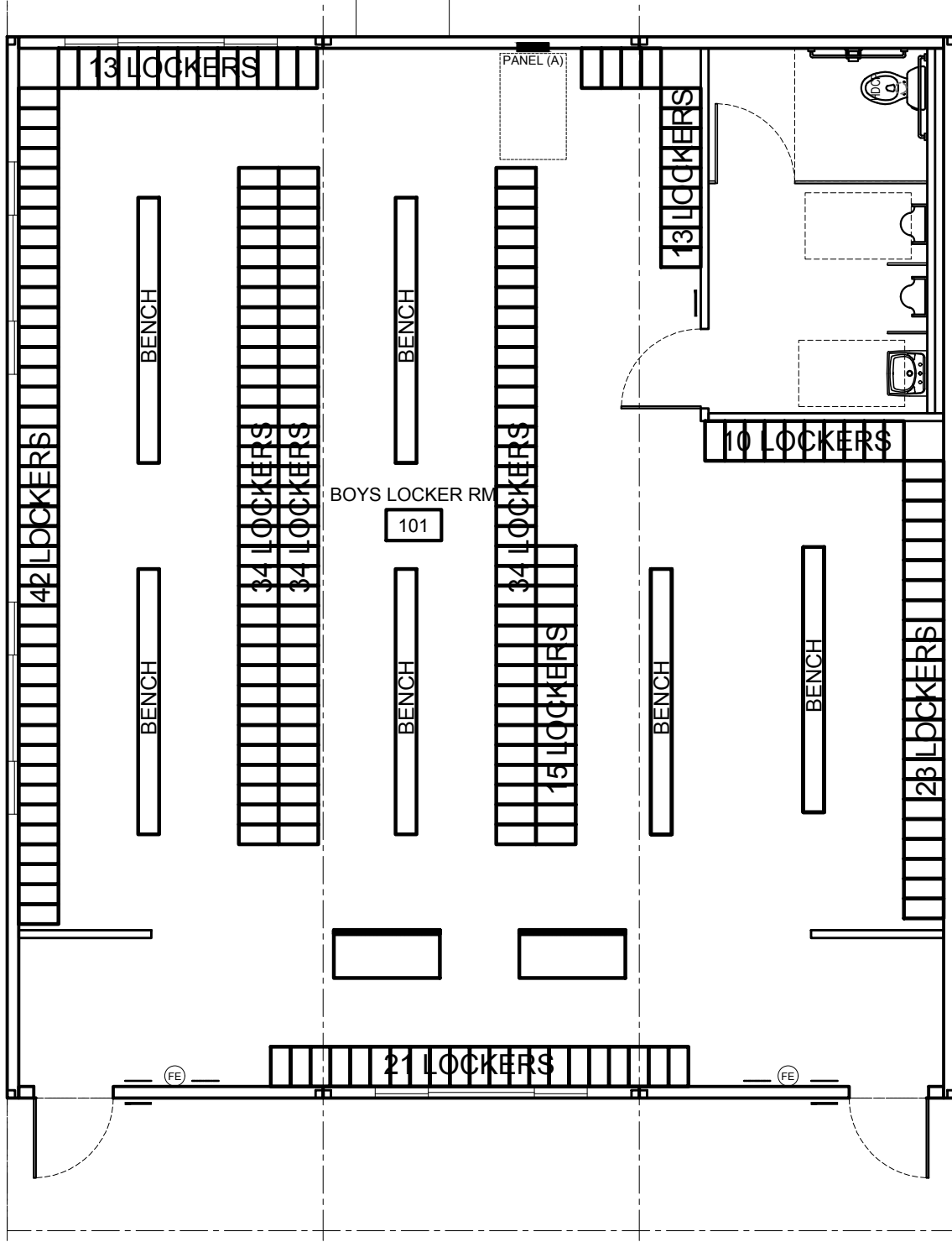
- (1) 5 TON ROOF MOUNT HVAC
- (1) 100AMP SINGLE PHASE PANEL
- (6) DUPLEX RECEPTACLES
- (1) WALL CLOCK RECEP TYPE
- (20) 2X4 LED CEILING LIGHTS W/OCCUPANCY SENSOR
- (2) EMERGENCY EXIT LIGHT
- (2) EXTERIOR LED SURFACE MOUNT LIGHT
- VINYL TACKBOARD WALL SURFACE, RESTROOMS FULL HEIGHT FRP
- (2) 4040 WINDOWS W/1" ALUMINUM BLINDS, (1) 4040 INTERIOR WINDOW FIXED
- (4) 3070 EXTERIOR DOOR WITH HARDWARE
- (2) 5LB. FIRE EXTINGUISHER WALL MOUNT
- 2910 FIBERGLASS CEILING TILE
- 2X2 CARPET TILE/PATCRAFT (ATOMIC) OFFICE, CLASSROOM/RESTROOM SHEETVINYL W/6" SELF COVE
- STANDING SEAM METAL ROOF
- T1-11 EXTERIOR SIDING
- WOOD SUBFLOOR 70PSF
- (NO RAMPS/DECKS)



**36'x40' SPECIAL EDUCATION  
CLASSROOM  
FLOOR PLAN (A-28)**

TAB A-Floor Plan A-

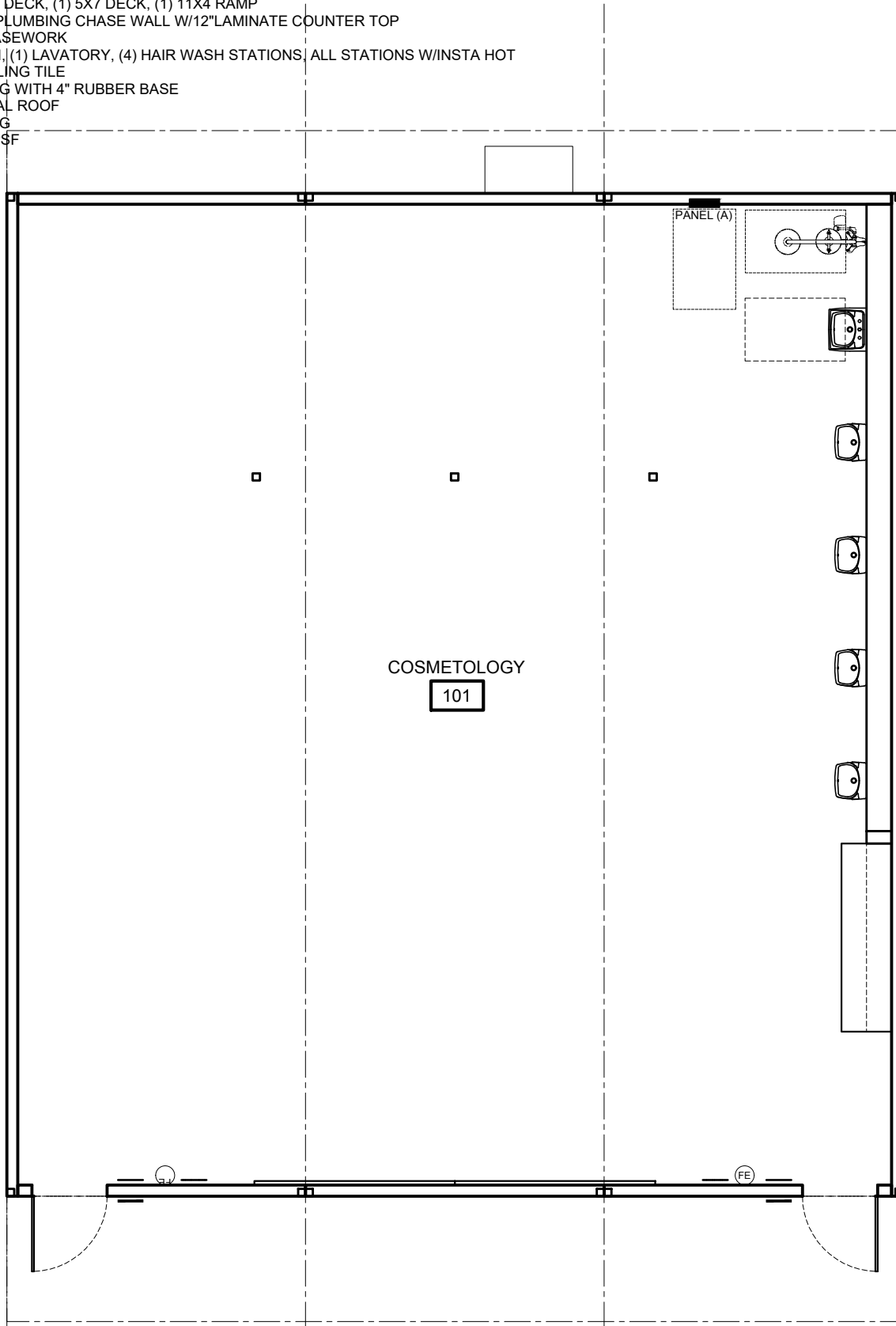
- (1) 5 TON WALL MOUNT HVAC
- (1) 100AMP SINGLE PHASE PANEL
- (6) DUPLEX RECEPTACLES, (1) WALL CLOCK RECEPT TYPE
- (18) 2X4 LED CEILING LIGHTS W/OCCUPANCY SENSOR
- (2) EMERGENCY EXIT LIGHT, (2) EXTERIOR LED SURFACE MOUNT LIGHT
- (239) 12"X12"X72" 2 TIER LOCKERS, (6) 14FT BENCHES, (2) ADA 4FT W/BACK REST
- (2) 4X8 MARKERBOARDS, VINYL TACKBOARD WALL SURFACE
- (4) 2040 WINDOWS
- (2) 3070 EXTERIOR DOOR WITH HARDWARE
- (2) 5LB. FIRE EXTINGUISHER WALL MOUNT
- (1) 35'6"X6'6" COMMON DECK, (1) 5X7 DECK, (1) 11X4 RAMP
- 2910 FIBERGLASS CEILING TILE
- 2X2 CARPET TILE/PATCRAFT (ATOMIC), SHEET VINYL RESTROOM W/6" SELF COVE
- STANDING SEAM METAL ROOF
- T1-11 EXTERIOR SIDING
- WOOD SUBFLOOR 100PSF FLOOR LOAD



36'x40' LOCKER  
FLOOR PLAN (A-29)

TAB A-Floor Plan A-

- (1) 5 TON WALL MOUNT HVAC
- (1) 200AMP SINGLE PHASE PANEL
- (6) DUPLEX RECEPTACLES, (4) GFCI DUPLEX RECEPTACLES, (8) FLOOR DEDICATED DUPLEX RECEPTACLES, (1) WALL CLOCK RECEPT TYPE,
- (18) 2X4 LED CEILING LIGHTS W/OCCUPANCY SENSOR
- (2) EMERGENCY EXIT LIGHT, (2) EXTERIOR LED SURFACE MOUNT LIGHT
- FRP WALL SURFACE
- (2) 3070 EXTERIOR DOOR WITH HARDWARE, (2) 5LB. FIRE EXTINGUISHER WALL MOUNT
- (1) 35'6"X6'6" COMMON DECK, (1) 5X7 DECK, (1) 11X4 RAMP
- 25LN.FT BY 4FT HIGH PLUMBING CHASE WALL W/12" LAMINATE COUNTER TOP
- 8FT UPPER/LOWER CASEWORK
- (1) EYEWASH STATION, (1) LAVATORY, (4) HAIR WASH STATIONS, ALL STATIONS W/INSTA HOT
- 2910 FIBERGLASS CEILING TILE
- SHEET VINYL FLOORING WITH 4" RUBBER BASE
- STANDING SEAM METAL ROOF
- T1-11 EXTERIOR SIDING
- WOOD SUBFLOOR 70PSF



**36'x40' COSMETOLOGY  
FLOOR PLAN (A-30)**

TAB A-Floor Plan A-

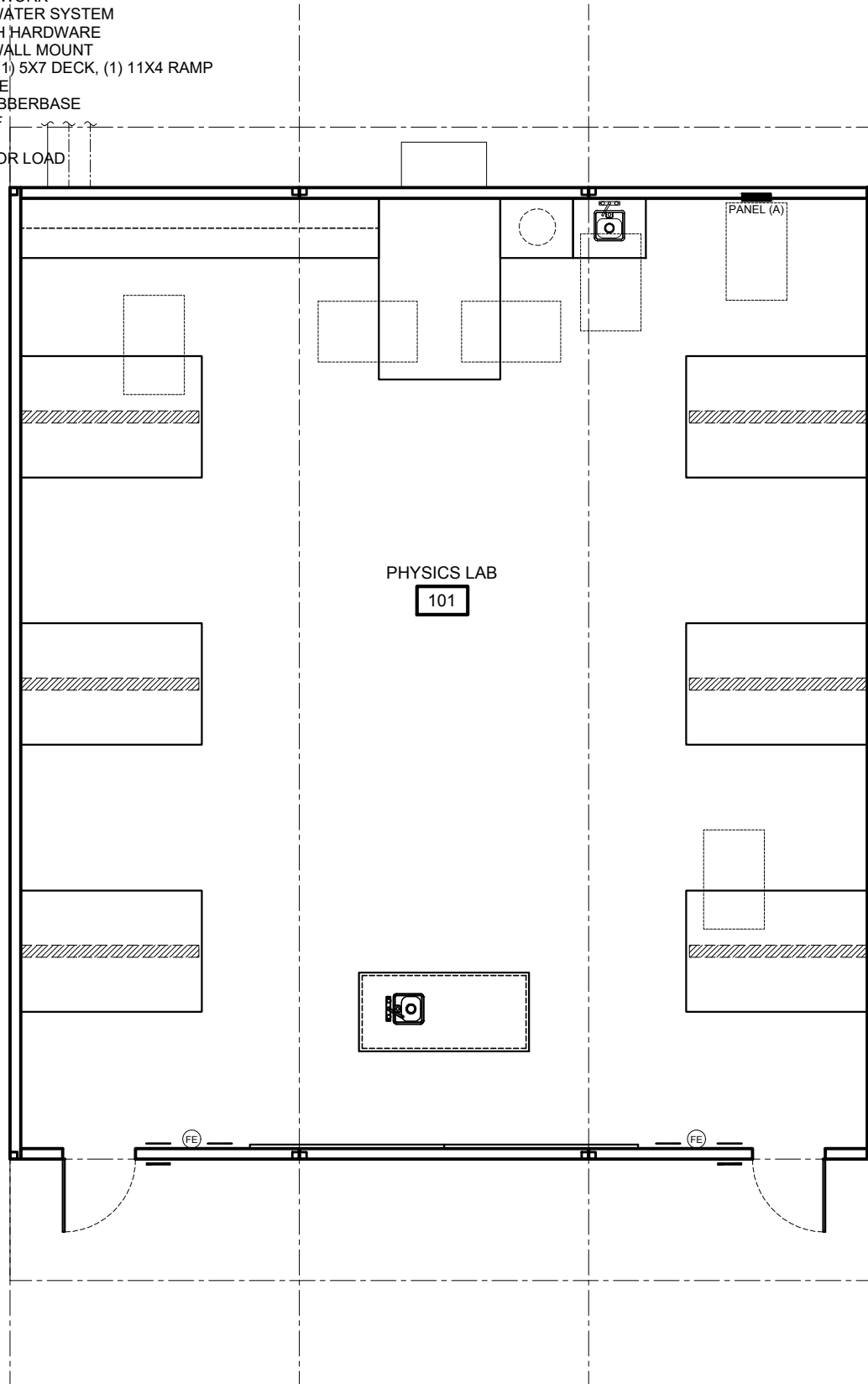
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Cff gpf wo 2"

Page 14



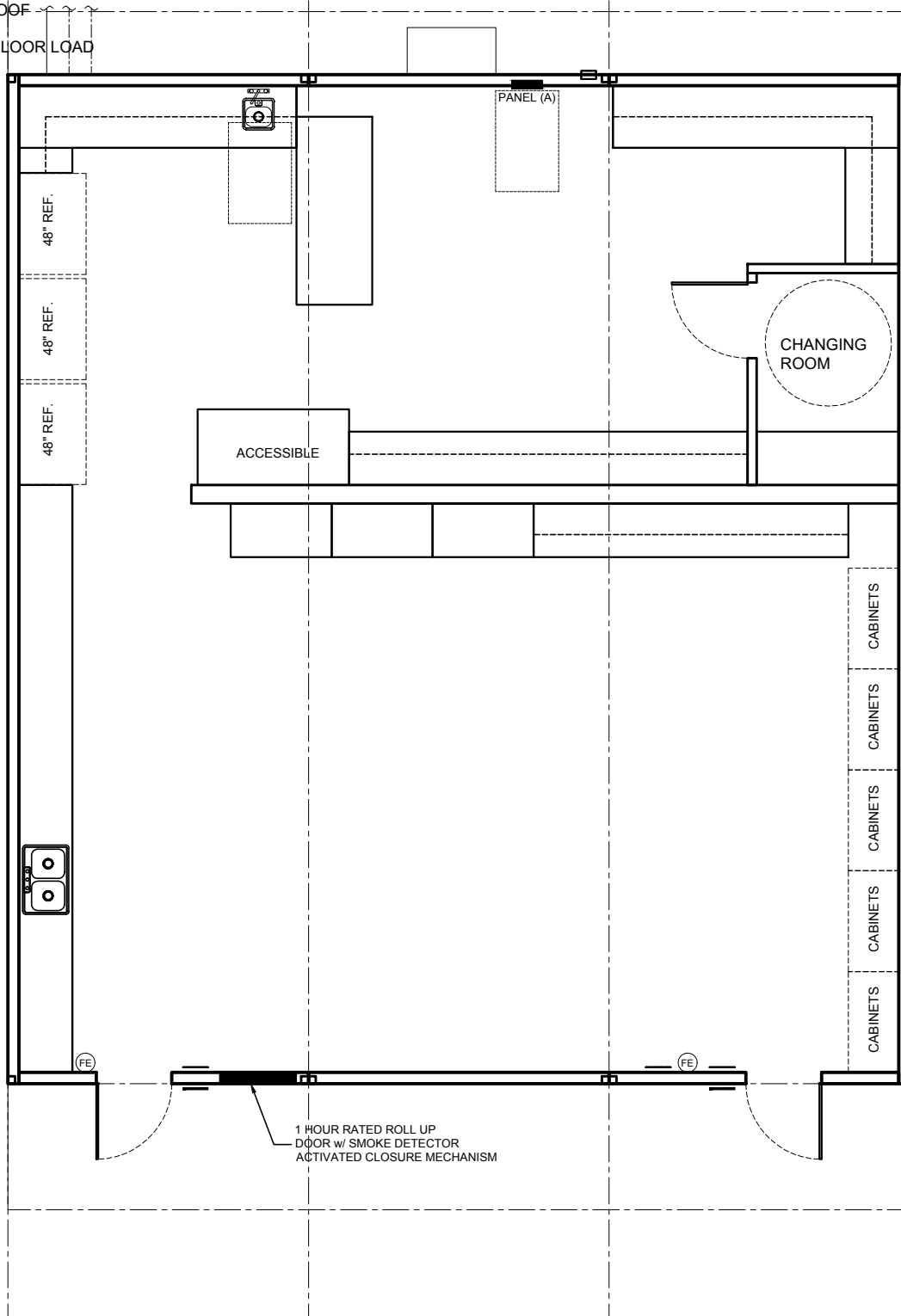
- (1) 5 TON WALL MOUNT HVAC, 1 HOUR RATED PERIMETER WALLS
- (1) 300AMP THREE PHASE PANEL
- (37) DUPLEX RECEPTACLES, (14) DEDICATED RECEPTACLES
- (1) WALL CLOCK RECEPT TYPE, (18) 2X4 LED CEILING LIGHTS W/OCCUPANCY SENSOR
- (2) EMERGENCY EXIT LIGHT, (2) EXTERIOR LED SURFACE MOUNT LIGHT
- (2) 4X8 MARKERBOARDS, VINYL TACKBOARD WALL SURFACE
- (6) WORSTATIONS, (1) TEACHER ISLAND, ALL 1" RESIN COUNTER, WASTE LINE ORION
- 15LN.FT. UPPER/LOWER CASEWORK
- (1) SINK W/CABINET AND D.I. WATER SYSTEM
- (2) 3070 EXTERIOR DOOR WITH HARDWARE
- (2) 5LB. FIRE EXTINGUISHER WALL MOUNT
- (1) 35'6"X6'6" COMMON DECK, (1) 5X7 DECK, (1) 11X4 RAMP
- 2910 FIBERGLASS CEILING TILE
- SHEET VINYL FLOORING W/RUBBERBASE
- STANDING SEAM METAL ROOF
- T1-11 EXTERIOR SIDING
- WOOD SUBFLOOR 70PSF FLOOR LOAD



**36'x40' PHYSICS LAB  
FLOOR PLAN (A-31)**

TAB A-Floor Plan A- 1  
11

(1) 5 TON WALL MOUNT HVAC, 1 HOUR RATED PERIMETER WALLS,  
 (1) 300AMP THREE PHASE PANEL  
 (12) DUPLEX RECEPTACLES, (6) DEDICATED DUPLEX RECEPTACLES, (20) GFCI DUPLEX RECEPTACLES  
 (1) WALL CLOCK RECEPT TYPE, (20) 2X4 LED CEILING LIGHTS W/OCCUPANCY SENSOR  
 (2) EMERGENCY EXIT LIGHT, (2) EXTERIOR LED SURFACE MOUNT LIGHT  
 FRP WALL SURFACE  
 (1) 3040 1HR RATED ROLL UP DOOR MOTORIZED, (3) 48" REFRIGERATORS, (1) 6FT FUME HOOD, (5) 48" WIDE TALL METAL STORAGE CABINETS ON WHEELS  
 (3) WOOD LAMINATE TALL CABINETS, 36LN.FT. OF UPPER/LOWER CABINETS, 24LN.FT. OF LOWER CABINETS, CHANGING ROOM WITH 5FT TALL CABINET/HANGER  
 (COUNTERTOPS 1" RESIN) SINKS INCLUDED, WASTE LINES ORION  
 (2) 3070 EXTERIOR DOOR WITH HARDWARE  
 (2) 5LB. FIRE EXTINGUISHER WALL MOUNT  
 (1) 35'6"x6'6" COMMON DECK, (1) 5X7 DECK, (1) 11X4 RAMP  
 2910 FIBERGLASS CEILING TILE, SHEET VINYL FLOORING W/4" RUBBER BASE  
 STANDING SEAM METAL ROOF  
 T1-11 EXTERIOR SIDING  
 WOOD SUBFLOOR 70PSF FLOOR LOAD

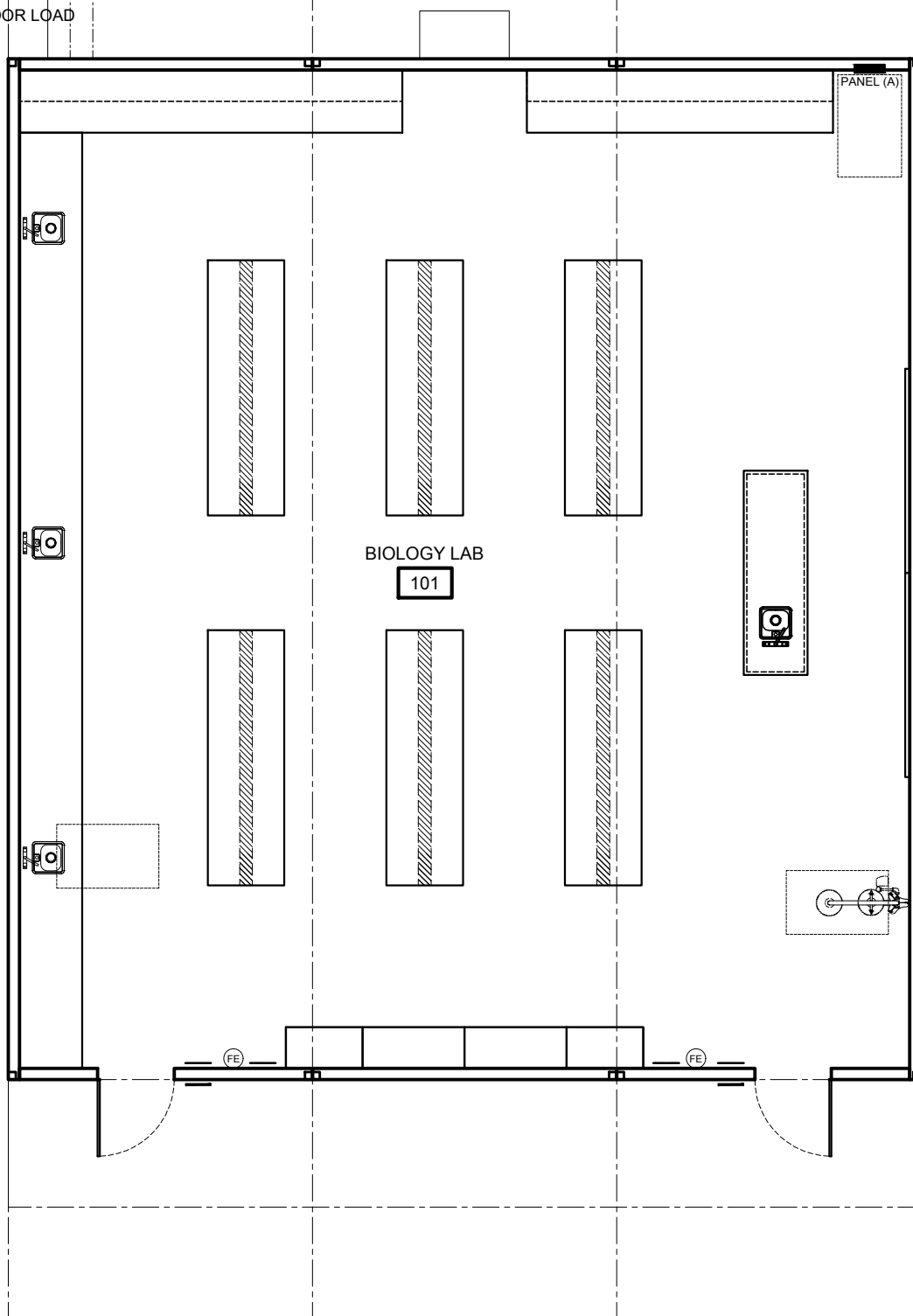


**36'x40' LAB**  
 BIOLOGY & SERVICE PREP  
**FLOOR PLAN (A-32)**

TAB A-Floor Plan A-

1

(1) 5 TON WALL MOUNT HVAC, 1 HOUR RATED PERIMETER MODULAR WALLS  
 (1) 300AMP THREE PHASE PANEL  
 (12) GFCI DUPLEX RECEPTACLES, (40) DUPLEX RECEPTACLES, (7) DEDICATED DUPLEX RECEPTACLES  
 (1) WALL CLOCK RECEPT TYPE, (18) 2X4 LED CEILING LIGHTS W/OCCUPANCY SENSOR  
 (1) EMERGENCY EXIT LIGHT, (1) EXTERIOR LED SURFACE MOUNT LIGHT  
 (2) 4X8 MARKERBOARDS, VINYL TACKBOARD WALL SURFACE  
 (6) ISLAND STATIONS, (1) TEACHER ISLAND W/SINK  
 (1) OVERHEAD/EYE WASH STATION, 16FT TEACHERS WALL  
 38LN.FT. LOWER CASWORK WITH 3 SINKS, 25FT OF UPPER/LOWER CABINETS (ALL WITH 1" RESIN COUNTER TOP)  
 (1) 3070 EXTERIOR DOOR WITH HARDWARE  
 (1) 5LB. FIRE EXTINGUISHER WALL MOUNT  
 (1) 35'6"X6'6" COMMON DECK (1) 5X7 DECK (1) 11X4 RAMP  
 2910 FIBERGLASS CEILING TILE  
 SHEET VINYL FLOOR  
 STANDING SEAM METAL ROOF  
 T1-11 EXTERIOR SIDING  
 WOOD SUBFLOOR 70PSF FLOOR LOAD

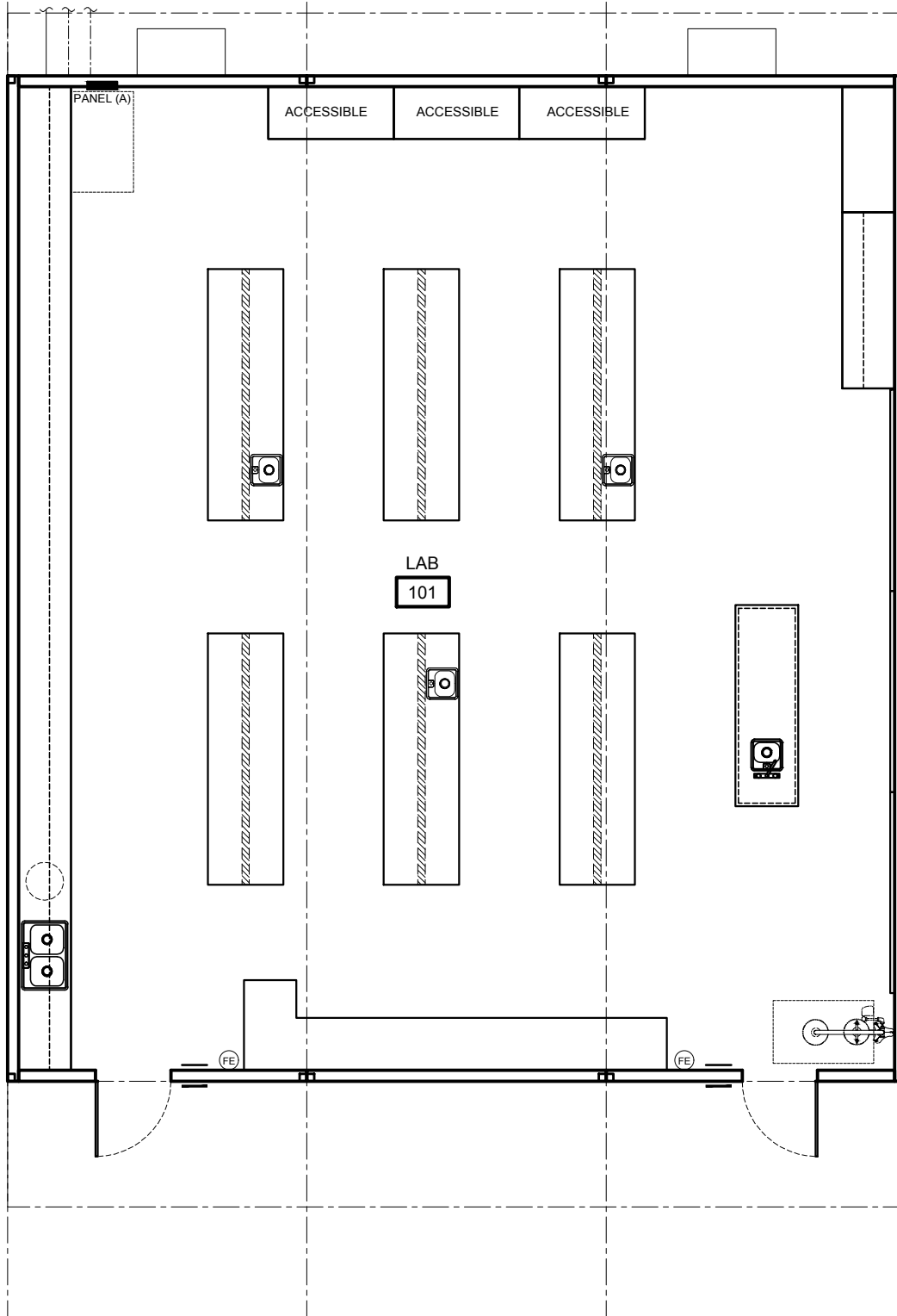


**36'x40' BIOLOGY LAB**  
**FLOOR PLAN (A-33)**

TAB A-Floor Plan A-

1

(2) 4 TON WALL MOUNT HVAC, (1) 300AMP THREE PHASE PANEL, (20) DUPLEX RECEPTACLES, (14) DEDICATED DUPLEX RECEPTACLES, (4) 6FT FUME HOODS, 48LN.FT. OF UPPER/LOWER CABINETS, (6) WORKSTATIONS, (1) TEACHER ISLAND, (7) GAS TURRETTS, (7) VACUUM TURRETTS, (7) AIR TURRETTS, 20LN.FT OF LOWER CABINET, ALL COUNTERS 1" RESIN, ALL PLUMBING ORION WASTE, COPPER WATER, (1) D.I. WATER SYSTEM, (2) INSTA HOTS (1) WALL CLOCK RECEP TYPE, (18) 2X4 LED CEILING LIGHTS W/OCCUPANCY SENSOR, (2) EMERGENCY EXIT LIGHT (2) EXTERIOR LED SURFACE MOUNT LIGHT, (3) 4X8 MARKERBOARDS, VINYL TACKBOARD WALL SURFACE, 1- HOUR RATED PERIMETER WALL, (2) 3070 EXTERIOR DOOR WITH HARDWARE, (2) 5LB. FIRE EXTINGUISHER WALL MOUNT (1) EMERGENCY HEA/EYE WASH SYSTEM, (1) 35'6"x6'6" COMMON DECK, (1) 5X7 DECK, (1) 11X4 RAMP 2910 FIBERGLASS CEILING TILE, SHEETVINYL FLOORING WITH 4"RUBBERBASE, STANDING SEAM METAL ROOF T1-11 EXTERIOR SIDING, WOOD SUBFLOOR 70PSF FLOOR LOAD

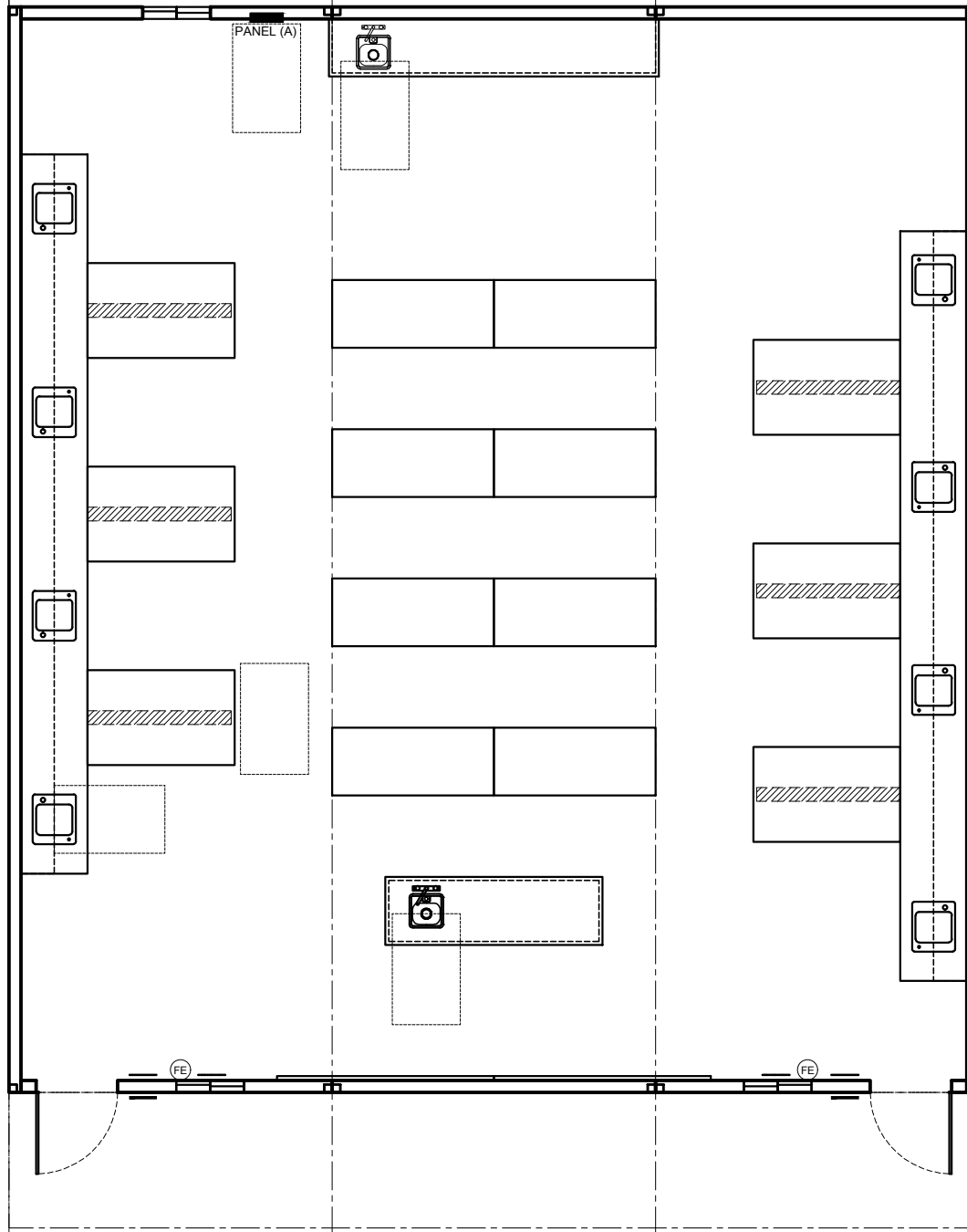


**36'x40' CHEMISTRY LAB  
FLOOR PLAN (A-34)**

TAB A-Floor Plan A-

1

(1) 5 TON WALL MOUNT HVAC, (1) 300AMP SINGLE PHASE PANEL, (6) GFCI DUPLEX RECEPTACLES,  
 (30) DUPLEX RECEPTACLES, (7) DEDICATED RECEPTACLES, (1) WALL CLOCK RECEPT TYPE  
 (18) 2X4 LED CEILING LIGHTS W/OCCUPANCY SENSOR, (2) EMERGENCY EXIT LIGHT, (2) EXTERIOR LED SURFACE MOUNT LIGHT  
 (2) 4X8 MARKERBOARDS, VINYL TACKBOARD WALL SURFACE, 1-HOUR RATED PERIMETER WALLS, 50LN.FT. OF UPPER/LOWER CASEWORK.  
 (6) WORKSTATIONS, (1) TEACHER ISLAND, (ALL COUNTERTOPS CHEMICAL RESISTANT LAMINATE,  
 (8) 3X6 CHEMICAL RESISTANT LAMINATE TABLES, (2) 3070 EXTERIOR DOOR WITH HARDWARE  
 (2) 5LB. FIRE EXTINGUISHER WALL MOUNT, WASTE LINE ORION PIPE  
 (1) 35'6"X6'6" COMMON DECK, (1) 5X7 DECK, (1) 11X4 RAMP  
 2910 FIBERGLASS CEILING TILE  
 SHEET VINYL WITH 4" RUBBERBASE  
 STANDING SEAM METAL ROOF, T1-11 EXTERIOR SIDING  
 WOOD SUBFLOOR 70PSF FLOOR LOAD  
 (NO WINDOWS)

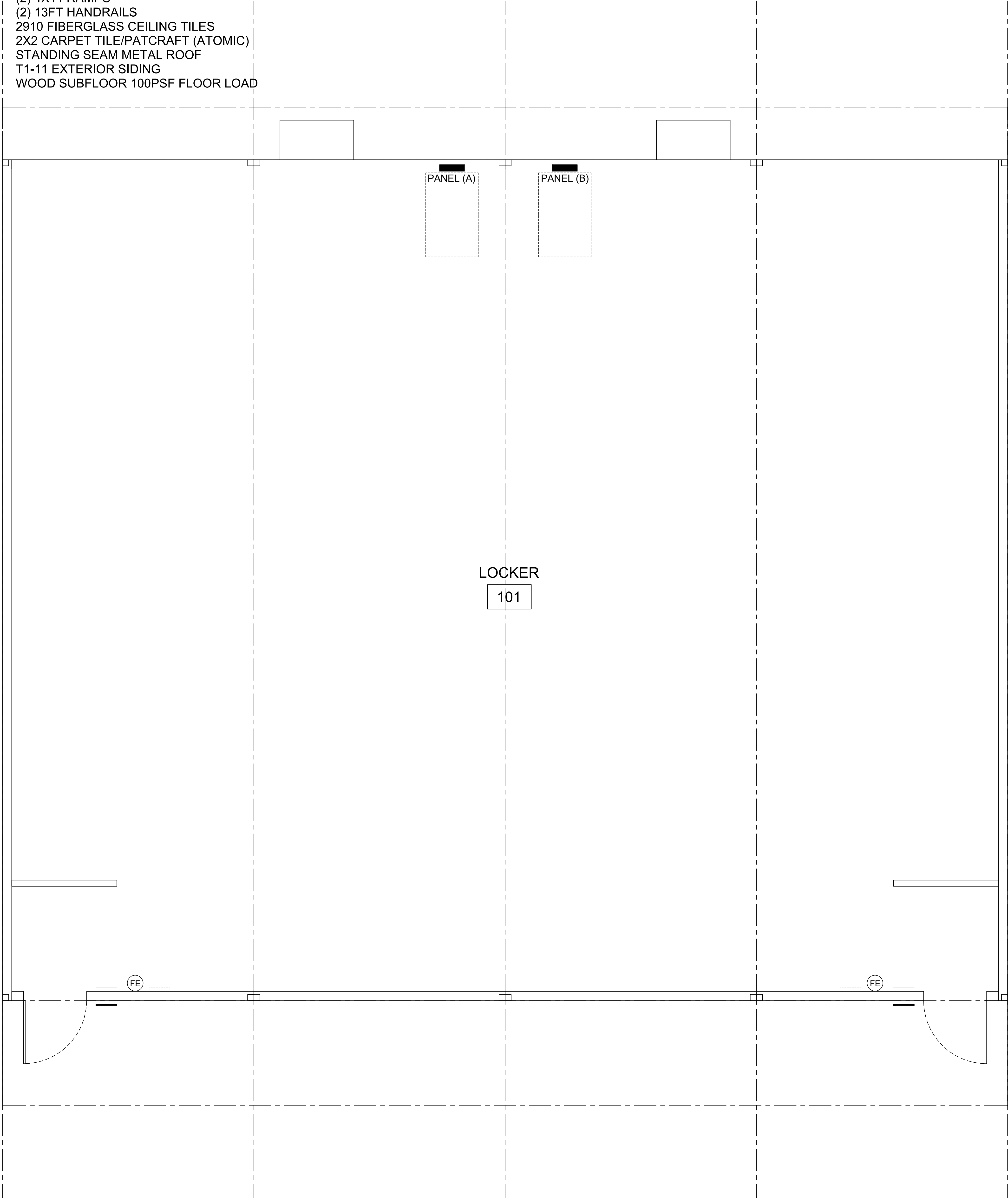


**36'x40' SCIENCE LAB  
 FLOOR PLAN (A-35)**

TAB A-Floor Plan A-

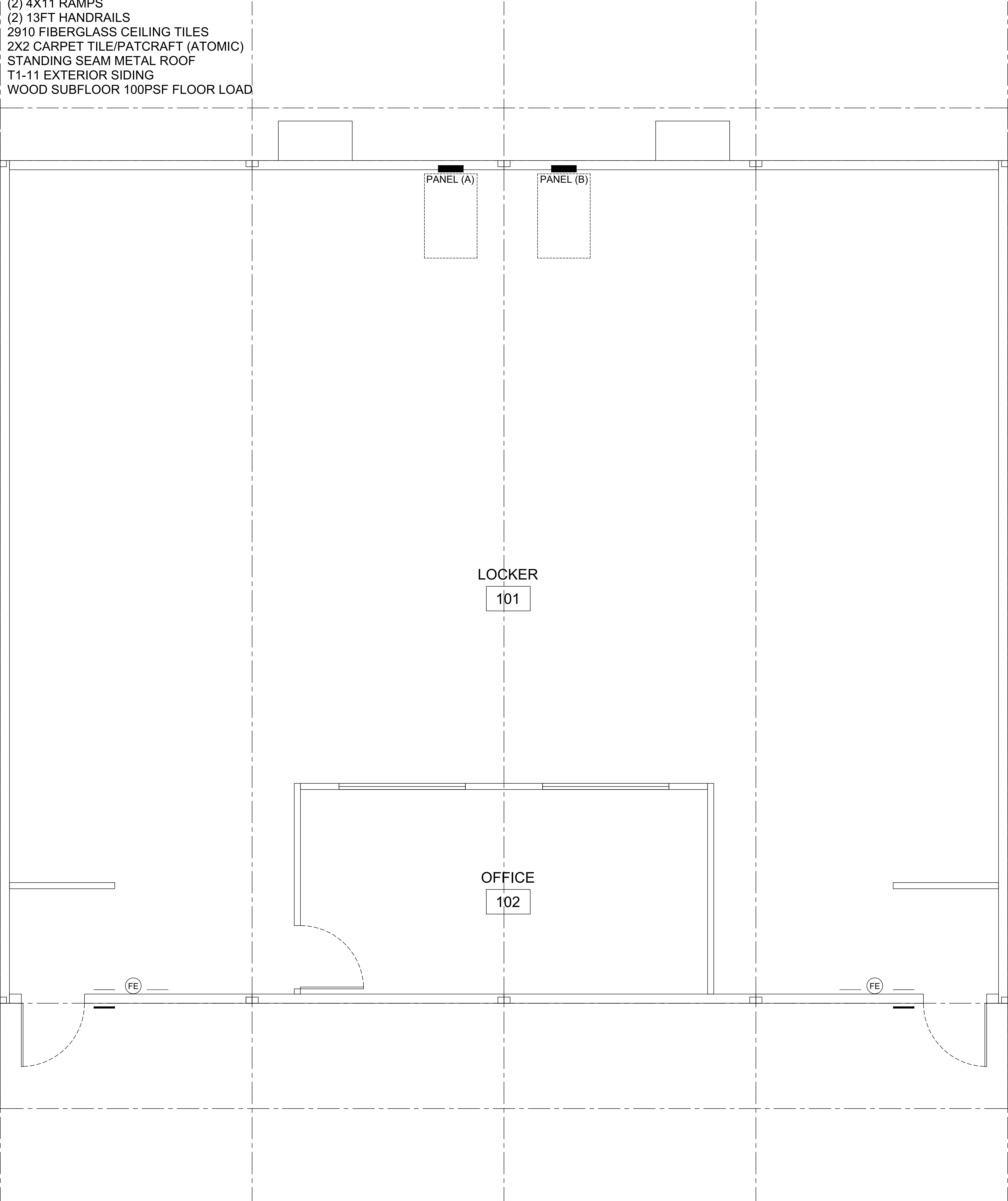
1

- (2) 4 TON WALL MOUNT HVAC
- (2) 100AMP SINGLE PHASE PANELS
- (12) DUPLEX RECEPTACLES
- (2) WALL CLOCKS RECEP TYPE
- (24) 2X4 LED CEILING LIGHTS W/OCCUPANCY SENSORS
- (2) EMERGENCY EXIT LIGHTS
- (2) EXTERIOR LED SURFACE MOUNT LIGHTS
- VINYL TACKBOARD WALL SURFACE
- (2) 3070 EXTERIOR DOORS WITH HARDWARE
- (2) 5LB. FIRE EXTINGUISHERS WALL MOUNT
- (2) 5FT PRIVACY WALLS FULL HEIGHT
- (2) 5X7 DECKS
- (2) 4X11 RAMPS
- (2) 13FT HANDRAILS
- 2910 FIBERGLASS CEILING TILES
- 2X2 CARPET TILE/PATCRAFT (ATOMIC)
- STANDING SEAM METAL ROOF
- T1-11 EXTERIOR SIDING
- WOOD SUBFLOOR 100PSF FLOOR LOAD



48'x40' LOCKER RM  
FLOOR PLAN (A-36)

- (2) 4 TON WALL MOUNT HVAC
- (2) 100AMP SINGLE PHASE PANELS
- (12) DUPLEX RECEPTACLES
- (2) WALL CLOCKS RECEP TYPE
- (24) 2X4 LED CEILING LIGHTS W/OCCUPANCY SENSORS
- (2) EMERGENCY EXIT LIGHTS
- (2) EXTERIOR LED SURFACE MOUNT LIGHTS
- VINYL TACKBOARD WALL SURFACE
- INTERIOR OFFICE 9X16 W/(2) 4040 FIXED WINDOWS
- (2) 5FT PRIVACY WALLS AT ENTRY
- (2) 3070 EXTERIOR DOORS WITH HARDWARE
- (2) 5LB. FIRE EXTINGUISHERS WALL MOUNT
- (2) 5X7 DECKS
- (2) 4X11 RAMPS
- (2) 13FT HANDRAILS
- 2910 FIBERGLASS CEILING TILES
- 2X2 CARPET TILE/PATCRAFT (ATOMIC)
- STANDING SEAM METAL ROOF
- T1-11 EXTERIOR SIDING
- WOOD SUBFLOOR 100PSF FLOOR LOAD



48'x40' LOCKER RM w/ OFFICE  
FLOOR PLAN (A-37)

- (2) 4 TON ROOF MOUNT HVAC
- (1) 200AMP SINGLE PHASE PANEL
- (20) DUPLEX RECEPTACLES, (6) GFCI DUPLEX RECEPTACLES, (5) DEDICATED DUPLEX RECEPTACLES
- (1) WALL CLOCK RECEP TYPE
- (26) 2X4 LED CEILING LIGHTS W/OCCUPANCY SENSOR
- (2) EMERGENCY EXIT LIGHT
- (2) EXTERIOR LED SURFACE MOUNT LIGHT
- VINYL TACKBOARD WALL SURFACE
- RESTROOMS FULL HEIGHT FRP W/SHEET VINYL W/6" SELF COVE
- (7) 4040 WINDOWS
- (4) 3070 EXTERIOR DOOR WITH HARDWARE
- (2) 5LB. FIRE EXTINGUISHER WALL MOUNT
- 2910 FIBERGLASS CEILING TILE
- 2X2 CARPET TILE/PATCRAFT (ATOMIC)
- STANDING SEAM METAL ROOF
- T1-11 EXTERIOR SIDING
- WOOD SUBFLOOR 70PSF FLOOR LOAD

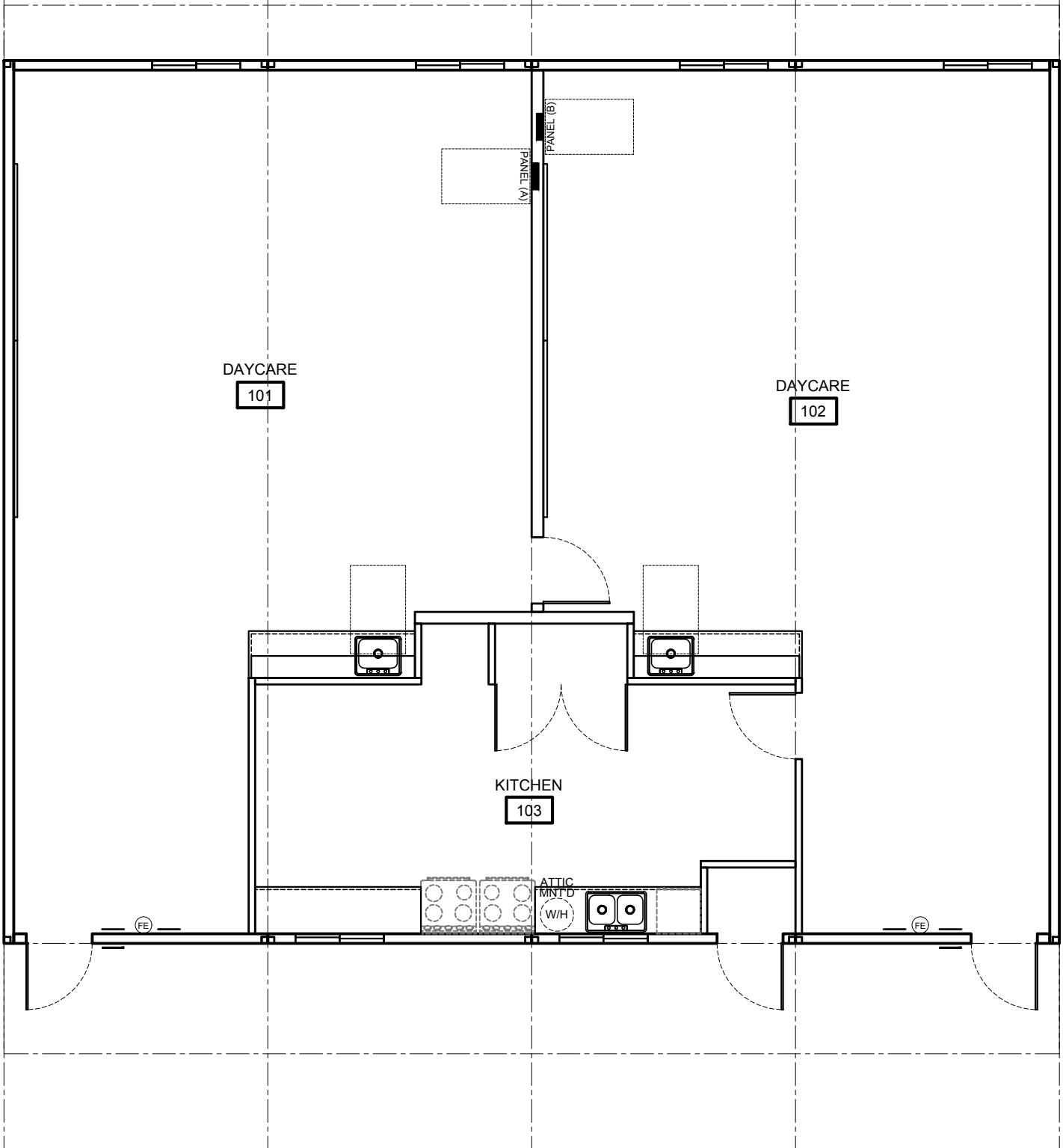


48'x40' ADMIN BLDG  
FLOOR PLAN (A-38)

TAB A-Floor Plan A-38



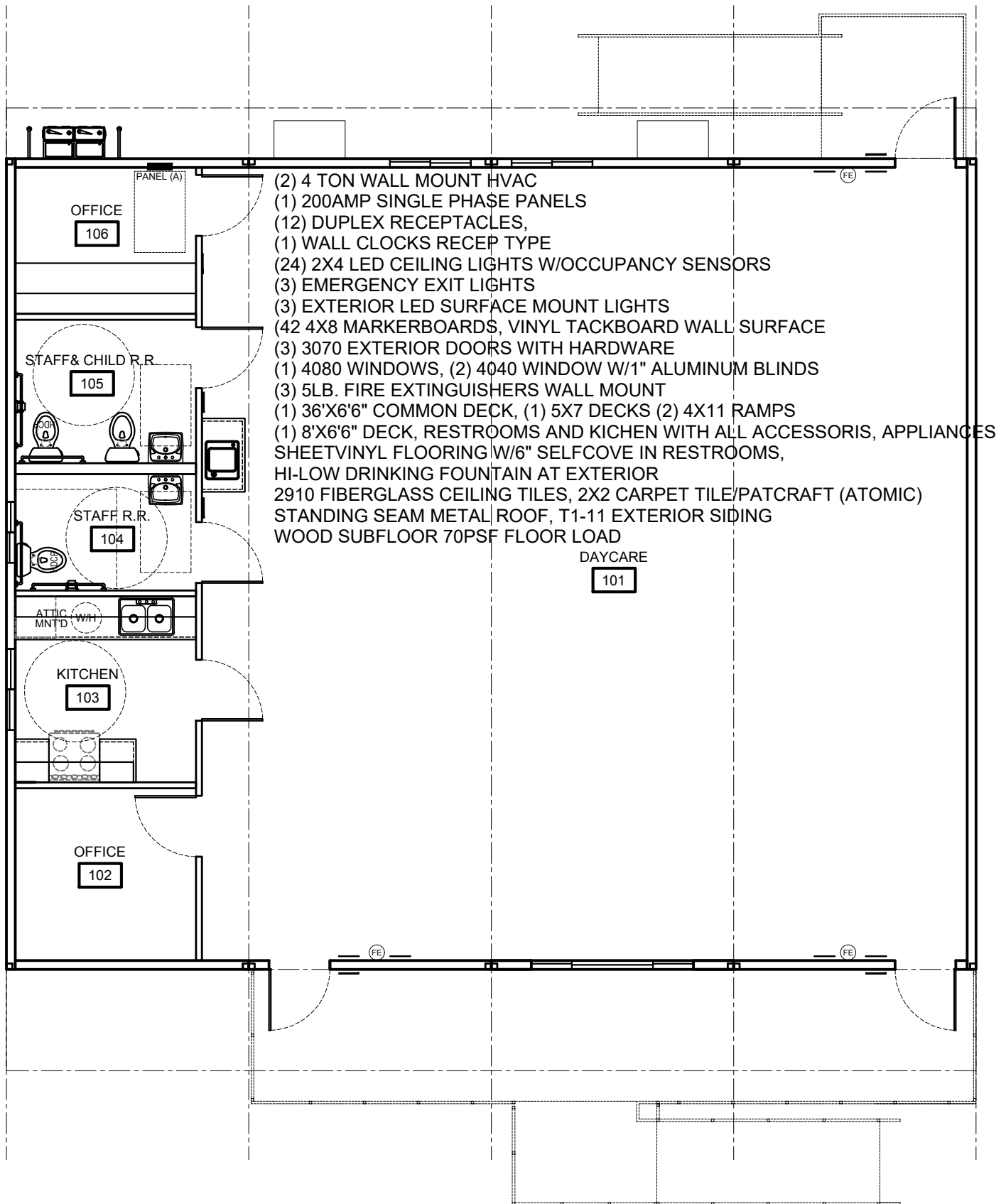
(2) 4 TON ROOF MOUNT HVAC, (2) 150AMP SINGLE PHASE PANELS, (12) DUPLEX RECEPTACLES, (6) GFCI DUPLEX RECEPTACLES  
 (2) WALL CLOCKS RECEPT TYPE, (24) 2X4 LED CEILING LIGHTS W/OCCUPANCY SENSORS, (2) EMERGENCY EXIT LIGHTS  
 (2) EXTERIOR LED SURFACE MOUNT LIGHTS  
 (4) 4X8 MARKERBOARDS, VINYL TACKBOARD CLASSROOM WALL SURFACE, KITCHEN FRP.  
 (3) 3070 EXTERIOR DOORS WITH HARDWARE, (6) 4040 WINDOWS  
 (2) 5LB. FIRE EXTINGUISHERS WALL MOUNT  
 2910 FIBERGLASS CEILING TILES & GYPSUM VINYL CEILING IN KITCHEN, 2X2 CARPET TILE/PATCRAFT (ATOMIC)  
 KITCHEN WITH ALL APPLIANCES INCLUDED, FLOORING SHEET VINYL  
 STANDING SEAM METAL ROOF  
 T1-11 EXTERIOR SIDING  
 WOOD SUBFLOOR 70 PSF FLOOR LOAD



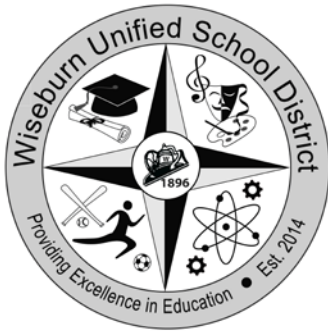
### 48'x40' DAYCARE FLOOR PLAN (A-39)

TAB A-Floor Plan A-39

Cff gpf wo 2"



**48'x40' DAYCARE  
 FLOOR PLAN (A-40)**



# Wiseburn Unified School District

July 25, 2018

## **ADDENDUM NO. 3 – BP #5: Portable, Modular, and Pre-Fabricated Solutions**

Addendum #3 consists of the following:

--Please replace page number 513 in its entirety with this new page 513.

--The bid opening is July 25, 2018 at 10 AM in the District Office Board Room located at 201 N. Douglas, El Segundo, CA 90245.

## TAB B-PRICING MATRIX

1. This form must be included in bid submittal.
2. Prices shall include FOB delivery to countries listed on Exhibit "A"
3. Prices reference:

Supplementary Conditions  
 Exhibit 1: Goods Delivery Timeframe  
 Component Building Specifications Section 13 34 00  
 Floor Plans  
 Inclusions Exclusions

<b>Pre-Configured Superstructures</b>					
Includes: Wall Panels, Decking, Glulam Beams, Misc Steel, Balcony/Rails/Canopy, Interior Stair Stringers/Rails Excludes: Lighting System, Glazing/Motorized Shades, Sunshades, Elevator Core, Roofing/Gutters/Fascia, Exterior Covered Stairs Stringers/Rails Scope as noted in Exhibit 6 Drawings. See Exhibit 5 Inclusions Exclusions for more detail.					
<i>Dwg</i>	<i>No.</i>	<i>Configuration</i>	<i>Description</i>	<i>Unit</i>	<i>Price</i>
<b>A1</b>	<b>100</b>	<b>2-Story Double Loaded</b>	<b>(12) 960 sf Classrooms, Pitched or Flat Roof</b>	<b>Ea</b>	
A2	201	1-Story Single Loaded	(2) 960 sf Classrooms, Pitched or Flat Roof	Ea	
A2	202	1-Story Single Loaded	(3) 960 sf Classrooms, Pitched or Flat Roof	Ea	
A2	203	1-Story Single Loaded	(4) 960 sf Classrooms, Pitched or Flat Roof	Ea	
A2	204	1-Story Single Loaded	(5) 960 sf Classrooms, Pitched or Flat Roof	Ea	
A2	205	1-Story Single Loaded	(1) 1440 sf Lab/Kinder, Pitched or Flat Roof	Ea	
A2	206	1-Story Single Loaded	(2) 1200 sf Lab/K + Prep, Pitched or Flat Roof	Ea	
A3	207	2-Story Single Loaded	(6) 960 sf Classrooms, Pitched Roof Only	Ea	
A3	208	2-Story Single Loaded	(8) 960 sf Classrooms, Pitched Roof Only	Ea	
A3	209	2-Story Single Loaded	(10) 960 sf Classrooms, Pitched Roof Only	Ea	
A3	210	2-Story Single Loaded	(6) 1440 sf Labs+ 2 Prep, Pitched Roof Only	Ea	
A3	211	2-Story Single Loaded	(4) 1440 sf Labs+ 2 Prep, Pitched Roof Only	Ea	
A3	212	2-Story Single Loaded	(2) 1440 sf Labs+ LG Hub, Pitched Roof Only	Ea	
A4	214	2-Story, Double Loaded	(8) 960 CRs, (4) Labs, 1 Prep, Pitched Roof	Ea	
A4	215	2-Story, Double Loaded	(6) 960 CRs, (4) Labs, (3) Preps, Pitched Roof	Ea	
A4	216	2-Story, Double Loaded	(12) 1200 sf Classrooms, Pitched+ Roof Well	Ea	
AS	217	Multi Purpose 8,200 sf	60' Span, 10'H + 23'H Ceiling, Flat Roof Only	Ea	
AS	218	Multi Purpose 10,200 sf	60' Span, 10'H + 23'H Ceiling, Flat Roof Only	Ea	

<b>A7.1</b>	<b>Multi Purpose 5,400 sf</b>	<b>60' x 90' Pitched Roof</b>	<b>Ea</b>
<b>A7.2</b>	<b>Multi Purpose 7,000 sf</b>	<b>70' x 100' Pitched Roof</b>	<b>Ea</b>
<b>A7.3</b>	<b>Multi Purpose 8,500 sf</b>	<b>85' x 100' Pitched Roof</b>	<b>Ea</b>
<b>A7.4</b>	<b>Multi Purpose 10,000 sf</b>	<b>100' x 100' Pitched Roof</b>	<b>Ea</b>

Pre-Bid Conference

Date: 6/8/2018

Location Wiseburn District Office - 201 N. Douglas St, El Segundo, CA 90245

Name:

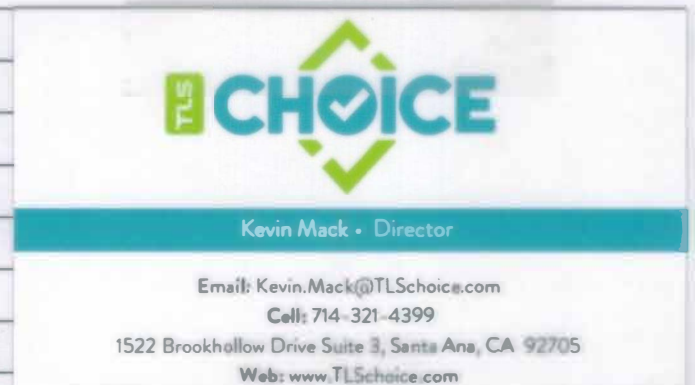
Company:

Email:

SEAN KHAN  
JIM PEPERS  
Adela Ellis  
Jeremy Goldenetz  
Jack Vombour  
Kevin Mack  
TREVOR Couch  
Steven Canchola  
Matt Coleman

SRC COMPANY  
SKE Company  
SCL  
Elite Modular  
Tankett  
TLS Choice  
KYA  
BB Leasing  
Encore

SEAN.KHAN@SKCCOMPANY.COM  
JIM.PEPERS@SKCCOMPANY.COM  
adela.a.silver-cree@telcel.com  
jeremy@elitemodular.net  
Jack.Vombour@tankett.com  
kevin.mack@tlschoice.com  
trevor.couch@thekyagroup.com  
steven.canchola@gmail.com  
Medema@encoredevelopmentco.com



# Wiseburn Unified School District -

Piggyback #5: Portable, Modular, and Pre-Fabricated Solutions

Bid Opening: 7/27/18



## Bid Review

Bidding Contractor	Mandatory Pre-Bid Conference (Yes/No)	Pre-Qualified (Yes/No)	Bid Form	Designation of Subcontractors	Workers Comp Cert	Non-Collusion Declaration	Bid Bond (or Check)	Drug Free Cert	Alcohol/ Tobacco Free Cert	Addendum #1	Addendum #2	Addendum #3	Bid Option #1	Bid Option #2
SKC Company	Yes	Yes	x	x	x	x	x	x	x	x	x	x	x	
Silver Creek	Yes	Yes	x	x	x	x	x	x	x	x	x	x	x	
Elite Modular	Yes	No												
TLS Choice	Yes	Yes	x	x	x	x	x	x	x	x	x	x		x
KYA	Yes	Yes												
BB Leasing	Yes	No												
Encore	Yes	No												
Apex Fire	No	Yes												

## Bid Summary

Contractor	Responsive Y/N	Total
SKC Company		\$43,097.52
Silver Creek		\$10,665.40
TLS Choice		\$2,554,027.00

## Checklist of Mandatory Bid Forms

(For Contractor's use and reference only. Additional documents may be required so bidders should carefully review all Contract Documents and Bid Documents)

- ☒ Bid Form
- ☒ Basis of Award Form
- ☒ Unit Cost Schedules
- ☒ Cooperative Purchasing/And Other Agency Clause
- ☒ Designation of Subcontractors
- ☒ Non-Collusion Declaration
- ☒ Bid Bond (or Bid Guarantee form if Security is other than Bid Bond)
- ☒ Substitution Request Form (if Substitutions are being requested - If Substitution Request Form is not submitted then No Substitutions will be allowed after the bids are opened)
- ☒ Contractor's Certificate Regarding Workers Compensation
- ☒ Contractor's Certificate Regarding Drug-Free Work Place
- ☒ Contractor's Certificate Regarding Alcoholic Beverage and Tobacco-Free Campus Policy

TLS Choice LLC  
Contractor

7/26/18  
Date

Brooks Berry, Director  
By:

**BID FORM**

FOR

Portable, Modular, and Pre-Fabricated Solutions

Bid Package No.5

FOR

WISEBURN UNIFIED SCHOOL DISTRICT

CONTRACTOR'S NAME: TLS Choice LLC

ADDRESS: 23761 Canyon Road

Mission Viejo, CA 92691

TELEPHONE: (714) 922-3385

FAX: \_\_\_\_\_

EMAIL: Brian.Berry@tlschoice.com



TO: Wiseburn Unified School District, acting by and through its Governing Board, herein called "District".

1. Pursuant to and in compliance with your Notice Inviting Bids and other documents relating thereto, the undersigned bidder, having familiarized himself with the terms of the Contract, the local conditions affecting the performance of the Contract, the cost of the work at the place where the work is to be done, 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, including its acceptance by the District, and to provide and furnish any and all ancillary services, materials, tools, expendable equipment, and utility and transportation services necessary to perform the Contract and complete all of the Work in a workmanlike manner required in connection with the construction of:

**BID PACKAGE NO. 5**

**Portable, Modular, and Pre-Fabricated Solutions**

in the District described above, all in strict conformance with the drawings and other Contract Documents on file at the District Offices of said District for amounts set forth herein.

**2. BIDDER ACKNOWLEDGES THE FOLLOWING ADDENDUM:**

Number	Number	Number	Number	Number	Number	Number	Number
1	2	3					

Acknowledge the inclusion of all addenda issued prior to bid in the blanks provided above. Your failure to do so may render your bid non-responsive.

**3. TOTAL PRICE – ENTIRE JOB**

TOTAL CASH PURCHASE PRICE IN WORDS & NUMBERS: **\$ 2,554,027.00**

**\_DOLLARS Two Million Five Hundred Fifty Four Dollars and  
) Twenty Seven Cents.**

4. **TIME FOR COMPLETION:** The District may give a notice to proceed within ninety (90) days of the award of the bid by the District. Once the Contractor has received the notice to proceed, the Contractor shall complete the work in the time specified in the Agreement. By submitting this bid, Contractor has thoroughly studied this Project and agrees that the Contract Time for this Project is adequate for the timely and proper completion of the Project. Further, Contractor has included in the analysis of the time required for this Project, and the requisite time to complete Punch List.

In the event that the District desires to postpone giving the notice to proceed beyond this ninety (90) day period, it is expressly understood that with reasonable notice to the Contractor, giving the notice to proceed may be postponed by the District. It is further expressly understood by the Contractor, that the Contractor shall not be entitled to any claim of additional compensation as a result of the postponement of giving the notice to proceed.

It is understood that the District reserves the right to reject any or all bids and/or waive any irregularities or informalities in this bid or in the bid process. The Contractor understands that it may not withdraw this bid for a period of ninety (90) Days after the date set for the opening of bids.

5. Attached is bid security in the amount of not less than five percent (5%) of the bid:  
Bid bond (5% of the Bid), certified check, or cashier's check (circle one)
6. The required List of Designated Subcontractors is attached hereto.
7. The required Non-Collusion Declaration is attached hereto.
8. The Substitution Request Form, if applicable, is attached hereto

9. It is understood and agreed that if written notice of the acceptance of this bid is mailed, telegraphed, or delivered

to the undersigned after the opening of the bid, and within the time this bid is required to remain open, or at any time thereafter before this bid is withdrawn, the undersigned will execute and deliver to the District a Contract in the form attached hereto in accordance with the bid as accepted, and that he will also furnish and deliver to the District the Performance Bond and Payment Bond, all within five (5) calendar days after award of Contract, and that the work under the Contract shall be commenced by the undersigned bidder, if awarded the Contract, by the start date provided in the District's Notice to Proceed, and shall be completed by the Contractor in the time specified in the Contract Documents.

10. The names of all persons interested in the foregoing proposal as principals are as follows:

Brooks Berry, Director

(IMPORTANT NOTICE: If bidder or other interested person is a corporation, state the legal name of such corporation, as well as the names of the president, secretary, treasurer, and manager thereof; if a co-partnership, state the true names of the firm, as well as the names of all individual co-partners comprising the firm; if bidder or other interested person is an individual, state the first and last names in full.)

11. PROTEST PROCEDURES. If there is a bid protest, the grounds shall be submitted within 3 working days as set forth at Paragraph 12 of the Instructions to Bidders.

12. The undersigned bidder shall be licensed and shall provide the following California State Contractors Licensing Board information:

License Number: 1025607

License Expiration Date: 04/30/2019

Name on License: TLC Choice LLC

Class(es) on License: A, B, HAZ

If the Bidder is a joint venture, each member of the joint venture must include the above information.

13: Time is of the essence regarding this Contract, therefore, in the event the bidder to whom the Contract is awarded fails or refuses to post the required bonds and return executed copies of the Agreement form within five (5) calendar days from the date of receiving the Notice of Award, the District may declare the bidder's bid deposit or bond forfeited as damages.

14: The bidder declares that he/she has carefully examined the location(s) of the proposed Project, that he/she has examined the Contract Documents, including the Plans, General Conditions, Supplemental Conditions, Special Conditions, Addenda, and Specifications, and read the accompanying instructions to bidders, and hereby proposes and agrees, if this proposal is accepted, to furnish all materials and do all work required to complete the said work in accordance with the Contract Documents, in the time and manner therein prescribed for the unit cost and lump sum amounts set forth in this Bid Form.

I agree to receive service of notices at the e-mail address listed below.

I the below-indicated bidder, declare under penalty of perjury, that the information provided and representations made in this bid are true and correct.

TLS Choice LLC  
\_\_\_\_\_  
Proper Name of Company  
Brooks Berry, Director  
\_\_\_\_\_  
Name of Bidder Representative  
23761 Calle Ganador  
\_\_\_\_\_  
Street Address  
Mission Viejo, CA 92691  
\_\_\_\_\_  
City, State, and Zip  
(714) 922-3885  
\_\_\_\_\_  
Phone Number  
\_\_\_\_\_  
Fax Number  
Brooks.Berry@tlschoice.com  
\_\_\_\_\_  
E-Mail

By:  Date: July 24, 2018  
(Signature of Bidder Representative)

**NOTE:** If bidder is a corporation, the legal name of the corporation shall be set forth above together with the signature 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 signature shall be placed above.

**All signatures must be made in permanent blue ink.**

## **Basis of Award Summary Bid Option 2, Tab B: *Modular Components***

1. Bidder Requirements
  - 1.1. Bidder is required to complete all items noted on the Pricing Matrix and the Basis of Award Summary in this tab.
  - 1.2. Failure to provide costs for each and every item for Tabs B-E in Bid Option 2 shall result in this Bid Option 2 being declared “non-responsive”.
2. Discrepancies: If there is any discrepancy between costs provided on the Pricing Matrix and the Basis of Award Summary in this tab, only the lowest cost shall be utilized by the DISTRICT.
3. Basis of Award Form Summary
  - 3.1. This form represents a hypothetical example of a project (or projects) that the DISTRICT may utilize under Bid Option 2.
  - 3.2. The Basis of Award Summary shall be completed using the costs noted by the bidder in the Pricing Matrix in this tab and shall be utilized for purposes of determining the lowest cost responsible bidder by combining this with the final Basis of Award form for Bid Option 2: Tabs B-E.
4. Project Description
  - 4.1. This is a hypothetical project for the DISTRICT with quantities based on standard classroom educational programs.
  - 4.2. The costs represent the same costs noted on the Pricing Matrix and applied to this hypothetical project.
  - 4.3. The summary total cost from this tab shall be combined with other tabs in Bid Option 2 and that final cost will be the basis for awarding Bid Option 2.
5. Notice to Contractor
  - 5.1. Understand that all materials to be installed are to be received as a completed project.
  - 5.2. All sundry items necessary for a completed project is to be included in the prices below.
6. DISTRICT Material / Attic Stock / Stored Material
  - 6.1. DISTRICT owned materials for these projects shall be stored by the contractor.

## Basis of Award Summary Bid Option 2, Tab B: *Modular Components*

7. Delivery, Storage, Warehousing, and Pick Up
  - 7.1. Contractor will be responsible for delivering, storing, and warehousing materials for the term of the contract.
  - 7.2. Price includes delivery FOB to destinations in the following counties in the State of CA: Sonoma, Marin, San Francisco, San Mateo, Santa Cruz, Santa Clarita, Alameda, Contra Costa, San Joaquin, Stanislaus, Merced, Fresno, Solano, Napa, Sacramento, Yolo, El Dorado, Placer, Santa Barbara, Ventura, Los Angeles, Orange, San Diego, Riverside, San Bernadino.
  - 7.3. All other counties and areas outside the listed are subject to a 20% freight cost.
  - 7.4. Price shall not include sales tax.
  - 7.5. At the time of purchase, taxes will be paid by the DISTRICT.

### Bidder Name:

DSA PC#	Dwg Ref	Item	Product	Unit	Price
	A1	100	2-Story, Double Loaded 12 Classroom Componentized Building	1 Building Core	\$2,035,200
Grand Total:			\$2,035,200		

## **Basis of Award Summary Bid Option 2, Tab C: *Ancillary Materials***

1. Bidder Requirements
  - 1.1. Bidder is required to complete all items noted on the Pricing Matrix and the Basis of Award Summary in this tab.
  - 1.2. Failure to provide costs for each and every item for Tabs B-E in Bid Option 2 shall result in this Bid Option 2 being declared “non-responsive”.
2. Discrepancies: If there is any discrepancy between costs provided on the Pricing Matrix and the Basis of Award Summary in this tab, only the lowest cost shall be utilized by the DISTRICT.
3. Basis of Award Form Summary
  - 3.1. This form represents a hypothetical example of a project (or projects) that the DISTRICT may utilize under Bid Option 2.
  - 3.2. The Basis of Award Summary shall be completed using the costs noted by the bidder in the Pricing Matrix in this tab and shall be utilized for purposes of determining the lowest cost responsible bidder by combining this with the final Basis of Award form for Bid Option 2: Tabs B-E.
4. Project Description
  - 4.1. This is a hypothetical project for the DISTRICT with quantities based on standard classroom educational programs.
  - 4.2. The costs represent the same costs noted on the Pricing Matrix and applied to this hypothetical project.
  - 4.3. The summary total cost from this tab shall be combined with other tabs in Bid Option 2 and that final cost will be the basis for awarding Bid Option 2.
5. Notice to Contractor
  - 5.1. Understand that all materials to be installed are to be received as a completed project.
  - 5.2. All sundry items necessary for a completed project is to be included in the prices below.
6. DISTRICT Material / Attic Stock / Stored Material
  - 6.1. DISTRICT owned materials for these projects shall be stored by the contractor.

## Basis of Award Summary Bid Option 2, Tab C: *Ancillary Materials*

7. Delivery, Storage, Warehousing, and Pick Up
  - 7.1. Contractor will be responsible for delivering, storing, and warehousing materials for the term of the contract.
  - 7.2. Price includes delivery FOB to destinations in the following counties in the State of CA: Sonoma, Marin, San Francisco, San Mateo, Santa Cruz, Santa Clarita, Alameda, Contra Costa, San Joaquin, Stanislaus, Merced, Fresno, Solano, Napa, Sacramento, Yolo, El Dorado, Placer, Santa Barbara, Ventura, Los Angeles, Orange, San Diego, Riverside, San Bernadino.
  - 7.3. All other counties and areas outside the listed are subject to a 20% freight cost.
  - 7.4. Price shall not include sales tax.
  - 7.5. At the time of purchase, taxes will be paid by the DISTRICT.

### Bidder Name:

Product Description	Quantity	Cost	Total
20'x30' Hip Structure up to 12' H	1	\$26,795	\$26,795
Adventure Preschool line, Ages 2-5, Capacity 62	1	\$148,000	\$148,000
Adventure Park School Line, Ages 5-12, Capacity 131	1	\$325,000	\$325,000
2018 Loadmaster Electric Burden Carrier, 4 Wheel, Speed (Unloaded): 12 mph, Load Capacity: 1,600 lb, Batteries Trojan :210 amp-hour, Trojan Direct Drive, Motor: 6 hp, Standard Colors: Orange, Yellow, Green, White	1	\$11,850	\$11,850
Commercial Chain Link Security Door, Aluminum Frame, 2" Diamond Galvanized Steel Mesh, Dual Track	1	\$1,157	\$1,157
<b>GRAND TOTAL:</b>			\$512,802.00

## Basis of Award Summary Bid Option 2, Tab D: *Ancillary Services*

1. Bidder Requirements
  - 1.1. Bidder is required to complete all items noted on the Pricing Matrix and the Basis of Award Summary in this tab.
  - 1.2. Failure to provide costs for each and every item for Tabs B-D in Bid Option 2 shall result in this Bid Option 2 being declared "non-responsive".
2. Discrepancies: If there is any discrepancy between costs provided on the Pricing Matrix and the Basis of Award Summary in this tab, only the lowest cost shall be utilized by the DISTRICT.
3. Basis of Award Form Summary
  - 3.1. This form represents a hypothetical example of needed services for a project (or projects) that the DISTRICT may utilize under Bid Option 2.
  - 3.2. The Basis of Award Summary shall be completed using the costs noted by the bidder in the Pricing Matrix in this tab and shall be utilized for purposes of determining the lowest cost responsible bidder by combining this with the final Basis of Award form for Bid Option 2: Tabs B-D.
4. Project Description
  - 4.1. This is a hypothetical project for the DISTRICT with for services based on standard classroom educational and support programs.
  - 4.2. The costs represent the same costs noted on the Pricing Matrix and applied to this hypothetical project.
  - 4.3. The summary total cost from this tab shall be combined with other tabs in Bid Option 2 and that final cost will be the basis for awarding Bid Option 2.

### Bidder Name:

Product Description	Total
<i>Interior/Exterior "Finish"</i>	\$3,150.00
<i>Pre-Bid Plan and Specification</i>	\$1,275.00
<i>Modernization Sustainability Coordinator</i>	\$1,600.00
<b><u>GRAND TOTAL:</u></b>	<b>\$6,025.00</b>



## Basis of Award for TABs A-D

7. Delivery, Storage, Warehousing, and Pick Up
  - 7.1. Contractor will be responsible for delivering, storing, and warehousing materials for the term of the contract.
  - 7.2. Price includes delivery FOB to destinations in the following counties in the State of CA: Sonoma, Marin, San Francisco, San Mateo, Santa Cruz, Santa Clarita, Alameda, Contra Costa, San Joaquin, Stanislaus, Merced, Fresno, Solano, Napa, Sacramento, Yolo, El Dorado, Placer, Santa Barbara, Ventura, Los Angeles, Orange, San Diego, Riverside, San Bernadino.
  - 7.3. All other counties and areas outside the listed are subject to a 20% freight cost.
  - 7.4. Price shall not include sales tax.
  - 7.5. At the time of purchase, taxes will be paid by the DISTRICT.

**Bid Option #1:**

TAB	Total
<i>TAB A-Portable</i>	n/a

**Bid Option #2:**

TAB	Total
<i>TAB B-Modular/Pre-Fabricated Components</i>	\$2,035,200
<i>TAB C-Ancillary Materials</i>	\$512,802.00
<i>TAB D-Ancillary Services</i>	\$6,025.00

<b>Grand Total</b>	<b>\$2,554,027.00</b>
--------------------	-----------------------

**COOPERATIVE PURCHASING/ OTHER AGENCY CLAUSE**

For the term of the Contract and any mutually agreed extension pursuant to this request for bids, and at the option of the successful bidder, the Wiseburn Unified School District specifies that other public school districts, community college districts or other public agencies in the State of California may purchase, lease-purchase or rent the identical item(s) at the same or lower price and upon the same terms and conditions (hereinafter referred to as "Piggyback") pursuant to Public Contract Code sections 20118 and 20652. Unless incidental to the lease or purchase, labor for installation is specifically excluded from the Piggyback bid.

The Wiseburn Unified School District waives its right to require such other public entities to draw their warrants in favor of the Wiseburn Unified School District and authorizes each district/ agency to make payment to the successful bidder.

TLS Choice LLC

Brooks Berry, Director

Proper Name of Bidder

  
Signature

**NON-COLLUSION DECLARATION**

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

(Public Contract Code Section 7106)

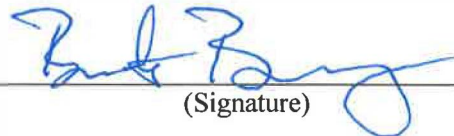
**(Prime Bidder)**

I am the Director of TLS Choice LLC,  
the party making the foregoing bid.

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

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

I declare under penalty of perjury under the laws of the State of California the foregoing is true and correct and that this declaration is executed on the 24th day of July, 2018.

  
(Signature)

Brooks Berry

\_\_\_\_\_  
(Printed Name)

[ATTACH NOTARY CERTIFICATE]

**BID BOND FORM**

KNOW ALL MEN BY THESE PRESENT that we, the undersigned, (hereafter called "Principal"), and TLS Choice LLC (hereafter called "Surety"), are hereby held and firmly bound unto the Wiseburn Unified School District (hereafter called "District") in the sum of (\$ five percent of the total bid amount) for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors, and assigns.

\*25th

SIGNED this \*day of July, 20 18.

The condition of the above obligation is such that whereas the Principal has submitted to the District a certain Bid, attached hereto and hereby made a part hereof, to enter into a Contract in writing for the construction of Portable, Modular & Pre-Fabricated Solutions - Piggyback No. 5

NOW, THEREFORE,

- a. If said Bid is rejected, or
- b. If said Bid is accepted and the Principal executes and delivers a Contract or the attached Agreement form within five (5) calendar days after acceptance (properly completed in accordance with said Bid), and furnishes bonds for his faithful performance of said Contract and for payment of all persons performing ancillary services or furnishing materials in connection therewith,

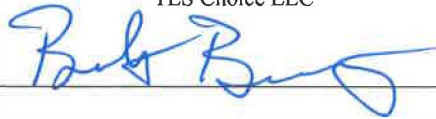
Then this obligation shall be void; otherwise, the same shall remain in force and effect.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract, or the call for bids, or the work to be performed thereunder, or the specifications accompanying the same, shall in anyway 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 the work, or to the specifications.

In the event suit is brought upon this bond by the District and judgment is recovered, the Surety shall pay all costs incurred by the District in such suit, including without limitation, attorneys' fees to be fixed by the court.

IN WITNESS WHEREOF, Principal and Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, on the day and year first set forth above.

By TLS Choice LLC



(Corporate Seal)

Principal's Signature



Typed or Printed Name

Principal's Title

By

Director

(Corporate Seal)



Surety's Signature

Yung T. Mullick

Typed or Printed Name

Attorney-in-Fact

Title

International Fidelity Insurance Company

(Attached Attorney in Fact Certificate)

Surety's Name

2400 E. Katella Ave., Ste. 250, Anaheim, CA 92806

Surety's Address

714-602-9170

Surety's Phone Number

**IMPORTANT:**

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

THIS IS A REQUIRED FORM.

Any claims under this bond may be addressed to:

(Name and Address of Surety)

International Fidelity Insurance Company

2400 E. Katella Ave., Ste. 250, Anaheim, CA 92806

(Name and Address of agent or representative for  
service of process in California if different from above)

The Bond Exchange and Insurance Agency

24800 Chrisanta Drive, Suite 160, Mission Viejo, CA 92691

(Telephone Number of Surety and agent or  
representative for service of process in California).

Surety: 714-602-9170 Agent: 949-461-7000

[END OF REQUIRED]

# CALIFORNIA ALL-PURPOSE CERTIFICATE OF 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 Orange

On 25 July 2018 before me, Tona R. Cornelius, Notary Public,  
(Here insert name and title of the officer)

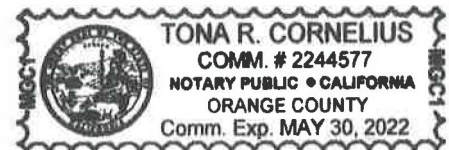
personally appeared Brooks Berry

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 of Notary Public



(Notary Seal)

## ADDITIONAL OPTIONAL INFORMATION

### INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they~~, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).

### DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages \_\_\_\_\_ Document Date \_\_\_\_\_

(Additional information)

### CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)  
☐ Corporate Officer

(Title)

- ☐ Partner(s)  
☐ Attorney-in-Fact  
☐ Trustee(s)  
☐ Other \_\_\_\_\_

Portable, Modular, and Pre-Fabricated Solutions – Bid Pkg. No. 5 – Bid Bond Form  
Wiseburn Unified School District

May 28, 2018

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## CALIFORNIA ALL-PURPOSE 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.

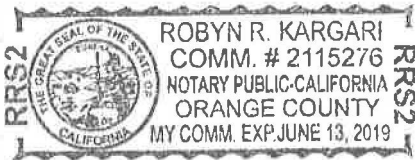
STATE OF CALIFORNIA

County of Orange

On July 25, 2018 before me, Robyn R. Kargari, Notary Public,  
Date Insert Name of Notary exactly as it appears on the official seal

personally appeared Yung T. Mullick

Name(s) of Signer(s)



Place Notary Seal Above

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 [Signature]  
Signature of Notary Public Robyn R. Kargari

### OPTIONAL

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of the form to another document.*

#### Description of Attached Document

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

#### Capacity(ies) Claimed by Signer(s)

Signer's Name: \_\_\_\_\_

- ☐ Individual  
☐ Corporate Officer — Title(s): \_\_\_\_\_  
☐ Partner ☐ Limited ☐ General  
☐ Attorney in Fact  
☐ Trustee  
☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

**RIGHT THUMBPRINT  
OF SIGNER**

Top of thumb here

Signer's Name: \_\_\_\_\_

- ☐ Individual  
☐ Corporate Officer — Title(s): \_\_\_\_\_  
☐ Partner ☐ Limited ☐ General  
☐ Attorney in Fact  
☐ Trustee  
☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

**RIGHT THUMBPRINT  
OF SIGNER**

Top of thumb here



**POWER OF ATTORNEY**  
**INTERNATIONAL FIDELITY INSURANCE COMPANY**  
**ALLEGHENY CASUALTY COMPANY**

Bond # N/A

One Newark Center, 20<sup>th</sup> Floor, Newark, New Jersey 07102-5207 PHONE: (973) 624-7200

**KNOW ALL MEN BY THESE PRESENTS:** That **INTERNATIONAL FIDELITY INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of New Jersey, and **ALLEGHENY CASUALTY COMPANY** a corporation organized and existing under the laws of the State of New Jersey, having their principal office in the City of Newark, New Jersey, do hereby constitute and appoint

**STEPHANIE HOANG, JAMES W. MOILANEN, YUNG T. MULLICK**

**Mission Viejo, CA**

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said **INTERNATIONAL FIDELITY INSURANCE COMPANY** and **ALLEGHENY CASUALTY COMPANY**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of **INTERNATIONAL FIDELITY INSURANCE COMPANY** and **ALLEGHENY CASUALTY COMPANY** and is granted under and by authority of the following resolution adopted by the Board of Directors of **INTERNATIONAL FIDELITY INSURANCE COMPANY** at a meeting duly held on the 20<sup>th</sup> day of July, 2010 and by the Board of Directors of **ALLEGHENY CASUALTY COMPANY** at a meeting duly held on the 10<sup>th</sup> day of July, 2015 :

"**RESOLVED**, that (1) the Chief Executive Officer, President, Executive Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, **INTERNATIONAL FIDELITY INSURANCE COMPANY** and  
**ALLEGHENY CASUALTY COMPANY** have each executed and attested these presents  
on this 31<sup>st</sup> day of December, 2017



STATE OF NEW JERSEY  
County of Essex

George R. James

Executive Vice President (International Fidelity Insurance Company) and  
Vice President (Allegheny Casualty Company)



On this 31<sup>st</sup> day of December, 2017, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of **INTERNATIONAL FIDELITY INSURANCE COMPANY** and of **ALLEGHENY CASUALTY COMPANY**; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

Cathy Cruz - a Notary Public of New Jersey  
My Commission Expires April 16, 2019

**CERTIFICATION**

I, the undersigned officer of **INTERNATIONAL FIDELITY INSURANCE COMPANY** and **ALLEGHENY CASUALTY COMPANY** do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day, July 25, 2018

A00964

Maria H. Branco, Assistant Secretary

STATE OF CALIFORNIA  
DEPARTMENT OF INSURANCE  
SAN FRANCISCO

**Certificate of Authority**

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

***International Fidelity Insurance Company***

*of Newark, New Jersey, organized under the laws of New Jersey, 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**

*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 9th day of February, 1996, I  
have hereunto set my hand and caused my official seal to be affixed  
this 9th day of February, 1996.

**Fee** \$2833.00

Chuck Quackenbush  
Insurance Commissioner

**Rec. No.**

**Filed** 8/15/95

By

Victoria S. Sidbury  
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 7th day of January, 2009.

Steve Poizner  
Insurance Commissioner

By

Pauline D'Andrea  
Pauline D'Andrea

# CALIFORNIA ALL-PURPOSE CERTIFICATE OF 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 Orange

On 24 July 2018 before me, Tona R. Cornelius, Notary Public,  
(Here insert name and title of the officer)

personally appeared Brooks Berry,

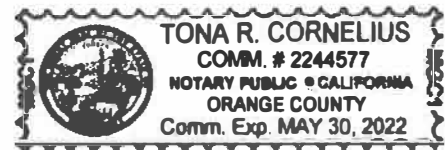
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), 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 of Notary Public

(Notary Seal)



## ADDITIONAL OPTIONAL INFORMATION

### INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they- is /are ) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

### DESCRIPTION OF THE ATTACHED DOCUMENT

\_\_\_\_\_  
(Title or description of attached document)

\_\_\_\_\_  
(Title or description of attached document continued)

Number of Pages \_\_\_\_\_ Document Date \_\_\_\_\_

\_\_\_\_\_  
(Additional information)

### CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)  
☐ Corporate Officer

\_\_\_\_\_  
(Title)

- ☐ Partner(s)  
☐ Attorney-in-Fact  
☐ Trustee(s)  
☐ Other \_\_\_\_\_

### **DESIGNATION OF SUBCONTRACTORS**

In compliance with the Subletting and Subcontracting Fair Practices Act (California Public Contract Code Sections 4100 et. seq.,) and any amendments thereof, each Bidder shall set forth below:

(a) the name, license number, and location of the place of business of each subcontractor who will perform work or render service to the Contractor, who will perform work or services or work or improvement to be performed under this Contract, or a subcontractor licensed by the State of California who, under subcontract to the Contractor, specially fabricates and installs a portion of the work or improvements according to detailed drawings contained in the plans and specifications in an amount in excess of one-half of one percent of the Contractor's total bid; and

(b) the portion and description of the work which will be done by each subcontractor under this Act. The Contractor shall list only one subcontractor for each such portion as is defined by the Contractor in this bid. All subcontractors shall be properly licensed by the California State Licensing Board.

If a Contractor fails to specify a subcontractor, or if a 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 Contractor's total bid, the Contractor shall be deemed to have agreed that the Contractor is fully qualified to perform that portion, and that the Contractor alone shall perform that portion.

No Contractor whose bid is accepted shall

(a) substitute any subcontractor,

(b) permit any subcontractor to be voluntarily assigned or transferred or allow the relevant portion of the work 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 Contractor's total bid where the 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 Contractor's total bid where 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.

**NOTE:** If alternate bids are called for and bidder intends to use different or additional subcontractors on the alternates, a separate list of subcontractors must be provided for each such Alternate.

## DESIGNATION OF SUBCONTRACTORS FORM

Description & Portion of Work	Name of Subcontractor	Location & Place of Business	E-Mail & Telephone	License type and CSLB Number

SEE ATTACHED FOR SUB LIST

Proper Name of Bidder:

TLS Choice LLC

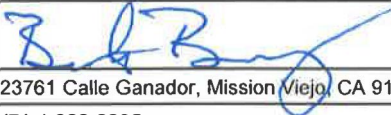
Date:

July 24, 2018

Name:

Brooks Berry, Director

Signature of Bidder Representative:



Address:

23761 Calle Ganador, Mission Viejo, CA 91691

Phone:

(714) 922-3385

### DESIGNATION OF SUBCONTRACTORS FORM

Description & Portion of Work	Name of Subcontractor	Location & Place of Business	E-Mail & Telephone	License type and CSLB Number
Sports Court Surfacing	MC WIL SPORTS SURFACES INC	135 W 155TH STREET GARDENA, CA 90248	Jeff@mcwilss.com (424) 233-1818	# 676605 B, C15
General Construction	KD Acoustics	15 COMMERCIAL AVENUE RIVERSIDE, CA 92507	(951) 682-6123	# 756879 B, C2, C10
Fencing	All State Fencing	22603 La Palma Ave., Ste. 305, Yorba Linda, CA	1allstatefence@gmail.com 714-610-7368	# 957869 C13
Fencing	Defence Company	14528 LOS ANGELES STREET BALDWIN PARK, CA 91706	(626) 338-2288	# 997657 C13
Garage Doors	D C E CONSTRUCTION INC dba MESA GARAGE DOORS	4915 EAST HUNTER AVE ANAHEIM, CA 92807	chale@mesagaragedoors.com (714) 751-9388	# 759310 B, C61/D26
Painting	M & R PAINTING AND DECORATING INC dba MAX'S PAINTING AND DECORATING	3576 DARTMOUTH LANE ROWLAND HEIGHTS, CA 91748	(562) 691-1848	# 776547 C33
Modular	Project Frog Inc	99 GREEN STREET 2ND FLOOR SAN FRANCISCO, CA 94111	(415) 814-5198	# 964211 B
		See Attached for Additional Subs		

DESIGNATION OF SUBCONTRACTORS - TLS Choice, LLC

Description & Portion of Work	Name of Subcontractor	Location & Place of Business	Telephone	E-Mail	CSLB Number	License Type
Surfacing	All Bay Area Floors, Inc.	403 Perimeter Ave, San Jose, Ca 95125	(408) 275-9293	Martin@allbayareafloors.com	942492	C15
General Construction, Grading, Paving	American Eagle Contractors Inc	22605 LAPALMA AVE SUITE 508 YORBA LINDA, CA 92886	(714) 805-1982		764663	A, C-61/D06
Synthetic Turf	Asphalt Fabric & Engineering California Ultimate Turf	2683 Lime Ave, Signal Hill CA 90755	(562) 997-4129	info@ultimateturf.com	747934	A, B, C-61/D12
Surfacing	Bakersfield Floor Covering, Inc	2701 Brundage Lane, Bakersfield, CA 93304	(661) 323-1748	info@bakersfieldfloorcovering.com	798823	C15
Synthetic Track	Beynon	16 Alt Road, Hunt Valley, MD 21030	(503) 691-2484	info@beynon.com	883198	A, C15
Equipment Install	California Facility Specialties, Inc.	161 Mercury Circle Pomona, CA 91768	(909) 599-1200	info@californiafacility.com	944687	C-61/D34, C-61/D24
Surfacing	Cathedral Canyon Flooring	36331 Cathedral Canyon Dr, Cathedral City, CA 92234	(760) 770-2020	info@cathedralcanyon.com	957969	C15
Surfacing	Commercial Flooring Concepts (CFC)	6633 5th Avenue, Rio Linda CA 95673	(916) 807-4626	info@cfcflooring.com	1003549	C15
Abatement	Controlled Environmental Solutions	14736 Altimira St., Van Nuys, CA 91402	(818) 787-8935	info@cesolutions.com	602880	B, C22
Canopy Install	Custom Canopies Inc	11815 BURKE ST SANTA FE SPRINGS, CA 90670	(562) 464-4766	info@customcanopies.com	880332	C61/D03
General Construction	Dalinghaus Construction Inc	540 Crane Street, Lake Elsinore, CA 92530	(877) 360-9227	info@dalinghaus.com	983851	A, B, C8, C-61/D30
General Construction	Dansa	7396 Lawrence Place, Fontana, CA 92336	(909) 322-7419	info@dansa.com	714606	B
Insulation/Ceilings	Excel Acoustics	357 N. Sheridan St #116, Corona, CA 92880	(951) 371-5500	info@excelacoustics.com	724511	C-2, C-61/D50
Playground Surfacing	FlexGround Surfaces Inc	1809 W. 4th Street, Tempe, AZ 85281	(916) 474-5431	info@flexground.com	1003439	C-61/D12, C-61/D34
Surfacing	Floor It, Inc	350 S. Pacific Street, Orcutt, CA 93455	(805) 925-4876	info@floorit.com	773521	C15
Surfacing	Floor Tec Solutions, Inc	2621 E 67th St Ste F, Long Beach, CA 90805	(849) 330-0291	info@floortec.com	945539	C15
General Construction, Grading, Paving	Intersate Grading & Paving, Inc	128 So. Maple Avenue, South San Francisco, CA 94080	(650) 952-7333	info@intersate.com	366020	A, HAZ
Bleachers	Southern Bleacher Company	PO Box One, Graham, TX 76046	(800) 433-0912	info@southernbleacher.com	564497	
Synthetic Track	The Track Doctor	740 East Jamaica Court, Meridian, MD 83642	(208) 871-5922	info@thetrackdoctor.com	894837	C-61/D64
General Construction	KYA Services, LLC	1800 E McFadden Avenue, Santa Ana, CA 92705	(714) 659-6477	edwin.jay@theyagroup.com	984827	B, C-15
General Construction	WSK Construction, Inc	1842 MOORPARK DRIVE BREA, CA 92821	(714) 990-5814	info@wsconstruction.com	1006613	B
Playground Surfacing	Orico, Inc	2163 N GLASSELL STREET ORANGE, CA 92865	(714) 998-3998	info@orico.com	657695	B, C61/D12, C61/D3, C61/D34
Surfacing	Progressive Surface Solutions, LLC	15171 Del Amo Ave., Ste 4, Tustin, CA 92780	714-698-4923	info@progressivesolutions.com	929883	C61/D12, C15
Roofing, Painting	ADCO Roofing Inc	5743 CAHUENGA BLVD NORTH HOLLYWOOD, CA 91601	(818) 505-9272	info@adcoroofing.com	560144	C39, B, C33
General Construction	Centromere Construction	16645 WHIRLAWAY CIRCLE MORENO VALLEY, CA 92551	(909) 992-6667	info@centromere.com	985015	B, C9
General Construction, Electrical	Case and Sons Construction Inc	P O BOX 893 YORBA LINDA, CA 92885	(714) 993-2206	info@caseandsons.com	518124	B, C10, C33, C7
General Construction, Grading, Paving	TOMCO	29991 CANYON HILLS RD #1709-260 LAKE ELSINORE, CA 92532	(951) 775-6535	info@tomco.com	1035036	A, B

Designation of Subcontractor

**CONTRACTOR'S CERTIFICATE REGARDING**  
**WORKERS' COMPENSATION FORM**

Labor Code Section 3700 in relevant part provides:

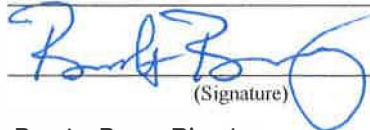
Every employer except the State shall secure the payment of compensation in one or more of the following ways:

1. By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.
2. By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to employees.
3. For any county, city, city and county, municipal corporation, public district, public agency, or any political subdivision 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 March 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 Labor Code Section 3700 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 provision before commencing the performance of the work of this Contract.

CONTRACTOR

TLC Choice LLC

  
(Signature)

Brooks Berry, Director

(Print Name and Title)



## CONTRACTOR'S CERTIFICATE REGARDING DRUG-FREE WORKPLACE

This Drug-Free Workplace Certification form is required from all successful bidders pursuant to the requirements mandated by 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 performing 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.

Pursuant to Government Code section 8355, every person or organization awarded a contract or grant from a State agency shall certify that it will provide a drug-free workplace by doing all of the following:

1. Publishing a statement, notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace, and specifying actions which will be taken against employees for violations of the prohibition.

Establishing a drug-free awareness program to inform employees about all of the following:

- a. The dangers of drug abuse in the workplace;
- b. The person's or organization's policy of maintaining a drug-free workplace;
- c. The availability of drug counseling, rehabilitation and employee-assistance programs; and
- d. The penalties that may be imposed upon employees for drug abuse violations;

Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required by subdivision (a) 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 (a) publish a statement notifying employees concerning the prohibition of controlled substance at the workplace, (b) establish a drug-free awareness program, and (c) require each employee engaged in the performance of the contract be given a copy of the statement required by section 8355(a) and require such employee agree to abide by the terms of that statement.

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

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

DATE: July 24, 2018

TLS Choice LLC

By:   
Brooks Berry, Director

**CONTRACTOR'S CERTIFICATE REGARDING ALCOHOLIC BEVERAGE AND  
TOBACCO- FREE CAMPUS POLICY**

The Contractor agrees that it will abide by and implement the Wiseburn Unified School District's Alcoholic Beverage and Tobacco-Free Campus Policy, which prohibits the use of alcoholic beverages and tobacco products, of any kind and at any time, on District-owned or leased buildings, on District property and in District vehicles. The Contractor shall procure signs stating "ALCOHOLIC BEVERAGE AND TOBACCO USE IS PROHIBITED" and shall ensure that these signs are prominently displayed in all entrances to school property at all times.

DATE: July 24, 2018

TLS Choice LLC  
CONTRACTOR

By:   
Signature  
Brooks Berry, Director

## GENERAL SUPPLEMENTARY CONDITIONS

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### COOPERATIVE UTILIZATION CLAUSE AND AGREEMENT

#### PART 1. COOPERATIVE PURCHASING BY OTHER EDUCATIONAL OR PUBLIC ENTITIES

Wiseburn Unified School District (DISTRICT) would like to specify the following college districts, school districts, and all other school districts in the State of California to be able to purchase the identical item(s) at the same price and upon the same terms and conditions pursuant to Sections 20118 and 20652 of the Public Contract Code for the term of this Contract and any mutually agreed extensions pursuant to this request for bids at the option of the vendor, other school districts and community college districts, and any public corporation or agency, including any county, city, town, or public corporation or agency within the State of California.

Acceptance or rejection of this clause **will not** affect the outcome of this bid.

Piggyback option granted ☒

Indicate counties approved for service:

Piggyback option not granted ☐

#### PART 2. UTILIZATION OF BIDS BY OTHER SCHOOL DISTRICTS

WISEBURN UNIFIED SCHOOL DISTRICT waives its right to require such other entities to draw their warrants in favor of the District as provided in sections 20118 and 20652 of the Public Contract Code.

Piggyback option granted ☒

Indicate counties approved for service: ALL COUNTIES IN THE STATE OF CALIFORNIA

Piggyback option not granted ☐

## **AGREEMENT**

**THIS AGREEMENT**, entered into this 13th day of September 2018 in the County of Los Angeles of the State of California, by and between the Wiseburn Unified School District, hereinafter called the "District", and TLS Choice, LLC., hereinafter called the "Contractor".

**WITNESSETH** that the District and the Contractor for the consideration stated herein agree as follows:

**ARTICLE 1 - SCOPE OF WORK:** The Contractor shall furnish all installation, materials, equipment, tools, and utility and transportation services, and perform and complete all work required in connection with WISEBURN UNIFIED SCHOOL DISTRICT pursuant to the Portable, Modular, and Pre-Fabricated Solutions for Bid Package No. 5, Bid Option #2 in strict accordance with the Contract Documents enumerated in Article 7 below. The Contractor shall be liable to the District for any damages arising as a result of a failure to comply with that obligation, and the Contractor shall not be excused with respect to any failure to so comply by an act or omission of the Architect, Engineer, Inspector, Division of the State Architect (DSA), or representative of any of them, unless such act or omission actually prevents the Contractor from fully complying with the Contract Documents and the Contractor protests, in accordance with the Contract Documents, that the act or omission is preventing the Contractor from fully complying with the Contract Documents. Such protest shall not be effective unless reduced to writing and filed with the District office within seven (7) days of the date of occurrence of such act or omission preventing the Contractor from fully complying with the Contract Documents.

**ARTICLE 2 - TIME OF COMPLETION:** The District may give notice to proceed within ninety (90) days of the award of the bid by the District. Once the Contractor has received a notice to proceed, the Contractor shall reach Substantial Completion (See Article 1.1.46) of the Work within ninety ( 90 ) calendar days from receipt of the Notice to Proceed. This shall be called Contract Time. (See Article 8.1.1). It is expressly understood that time is of the essence.

Contractor has thoroughly studied the Project and has satisfied itself that the time period for this Project is adequate for the timely and proper completion of the Project within the Contract time.

In the event that the District desires to postpone giving the notice to proceed beyond this ninety (90) day period, it is expressly understood that with reasonable notice to the Contractor, giving the notice to proceed may be postponed by the District. It is further expressly understood by the Contractor, that the Contractor shall not be entitled to any claim of additional compensation as a result of the District's postponement of giving the notice to proceed.

If the Contractor believes that a postponement will cause hardship to it, the Contractor may terminate the Contract with written notice to the District within ten (10) days after receipt by the Contractor of the District's notice of postponement. It is further understood by the Contractor that in the event that the Contractor terminates the Contract as a result of postponement by the District, the District shall only be obligated to pay the Contractor for the work performed by the Contractor at the time of notification of postponement. Should the Contractor terminate the Contract as a result of a notice of postponement, the District shall have the authority to award the Contract to the next lowest responsible bidder.

**ARTICLE 3 - LIQUIDATED DAMAGES:** It being impracticable and infeasible to determine the amount of actual damage, it is agreed that the Contractor will pay the District the sum of One Thousand Five Hundred Dollars (\$1,500) per calendar day for each and every day of delay beyond the Contract Time set forth in Article 2 of this Agreement as liquidated damages and not as a penalty or forfeiture. In the event Liquidated Damages are not paid, the Contractor further agrees that the District may deduct such amount thereof from any money due or that may become due the Contractor under the Contract (See Article 9.6 and 2.2 of the General Conditions). This Article shall not be construed as preventing the District from the recovery of damages under the Contract Documents.

**ARTICLE 4 - CONTRACT PRICE:** The District shall pay to the Contractor as full consideration for the faithful performance of the Contract, subject to any additions or deductions as provided in the Contract Documents, the sum of three dollars and fifty-five cents (\$3.55), said sum being the total amount stipulated in the Bid Contractor submitted. Payment shall be made as set forth in the General Conditions.

Should any Change Order result in an increase in the Contract Price, the cost of such Change Order shall be agreed to in advance by the Contractor and the District, subject to the monetary limitations set forth in Public Contract Code Section

In the event that the Contractor proceeds with a Change in work without an agreement between the District and Contractor regarding the cost of a Change Order, the Contractor waives any Claim of additional compensation for such additional work.

**ARTICLE 5 - HOLD HARMLESS AGREEMENT:** Contractor shall defend, indemnify and hold harmless District, Architect, Inspector, the State of California and their officers, employees, agents and independent contractors from all liabilities, claims, actions, liens, judgments, demands, damages, losses, costs or expenses of any kind arising from death, personal injury, property damage or other cause based or asserted upon any act, omission, or breach connected with or arising from the progress of Work or performance of service under this Agreement or the Contract Documents. As part of this indemnity, Contractor shall protect and defend, at its own expense, District, Architect, Construction Manager, Inspector, the State of California and their officers, employees, agents and independent contractors from any legal action including attorney's fees or other proceeding based upon such act, omission, breach or as otherwise required by this Article.

Furthermore, Contractor agrees to and does hereby defend, indemnify and hold harmless District, Architect, Construction Manager, Inspector, the State of California and their officers, employees, agents and independent contractors from every claim or demand made, and every liability, loss, damage, expense or attorney's fees of any nature whatsoever, which may be incurred by reason of:

(a) Liability for (1) death or bodily injury to persons; (2) damage or injury to, loss (including theft), or loss of use of, any property; (3) any failure or alleged failure to comply with any provision of law or the Contract Documents; or (4) any other loss, damage or expense, sustained by any person, firm or corporation or in connection with the Work called for in this Agreement or the Contract Documents, except for liability resulting from the sole or active negligence, or the willful misconduct of the District.

(b) Any bodily injury to or death of persons or damage to property caused by any act, omission or breach of Contractor or any person, firm or corporation employed by Contractor, either directly or by independent contract, including all damages or injury to or death of persons, loss (including theft) or loss of use of any property, sustained by any person, firm or corporation, including the District, arising out of or in any way connected with Work covered by this Agreement or the Contract Documents, whether said injury or damage occurs either on or off District property, but not for any loss, injury, death or damages caused by the sole or active negligence or willful misconduct of the District.

(c) Any dispute between Contractor and Contractor's subcontractors/supplies/ Sureties, including, but not limited to, any failure or alleged failure of the Contractor (or any person hired or employed directly or indirectly by the Contractor) to pay any Subcontractor or Materialman of any tier or any other person employed in connection with the Work and/or filing of any stop notice or mechanic's lien claims.

Contractor, at its own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings that may be brought or instituted against the District, its officers, agents or employees, on account of or founded upon any cause, damage, or injury identified herein Article 5 and shall pay or satisfy any judgment that may be rendered against the District, its officers, agents or employees in any action, suit or other proceedings as a result thereof.

The Contractor's and Subcontractors' obligation to defend, indemnify and hold harmless the District, Architect, Inspector, the State of California and their officers, employees, agents and independent contractors hereunder shall include, without limitation, any and all claims, damages, and costs for the following: (1) any damages or injury to or death of any person, and damage or injury to, loss (including theft), or loss of use of, any property; (2) breach of any warranty, express or implied; (3) failure of the Contractor or Subcontractors to comply with any applicable governmental law, rule, regulation, or other requirement; (4) products installed in or used in connection with the Work; and (5) any claims of violation of the Americans with Disabilities Act ("ADA")



**ARTICLE 6 - PROVISIONS REQUIRED BY LAW:** Each and every provision of law and clause required 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 herein, and if through mistake or otherwise any such provision is not inserted or is not inserted correctly, then upon application of either party the Contract shall forthwith be physically amended to make such insertion or correction.

**ARTICLE 7 - COMPONENT PARTS OF THE CONTRACT:** The Contract entered into by this Agreement consists of the following Contract Documents, all of which are component parts of the Contract as if herein set out in full or attached hereto:

Notice Inviting Bids  
Instructions to Bidders  
Designation of  
Subcontractors Non-  
Collusion Declaration Bid  
Bond  
Bid Form  
Basis of Award Form  
Unit Cost Schedules/Unit Price Schedules  
Cooperative Purchasing/ And Other Agency  
Clause  
Contractor's Certificate Regarding Worker's Compensation  
Agreement Form  
Payment Bond  
Performance Bond  
Guarantee  
Escrow Agreement for Security Deposit In Lieu of Retention  
Workers' Compensation/Employers Liability Endorsement  
General Liability Endorsement  
Automobile Liability Endorsement  
General Conditions  
Supplementary and Special Conditions  
Specifications  
All Addenda as Issued  
Drawings/Plans

General Liability Endorsement  
Automobile Liability Endorsement

General Conditions  
Supplementary and Special Conditions  
Specifications  
All Addenda as Issued  
Drawings/Plans

All of the above named Contract Documents are intended to be complementary. Work required by one of the above named Contract Documents and not by others shall be done as if required by all.

**ARTICLE 8 - PREVAILING WAGES:** Wage rates for this Project shall be in accordance with the general prevailing rate of holiday and overtime work in the locality in which the work is to be performed for each craft, classification, or type of work needed to execute the Contract as determined by the Director of the Department of Industrial Relations. Copies of schedules of rates so determined by the Director of the Department of Industrial Relations are on file at the administrative office of the District and are also available from the Director of the Department of Industrial Relations.

The following are hereby referenced and made a part of this Agreement and Contractor stipulates to the provisions contained therein.

1. Chapter 1 of Part 7 of Division 2 of the Labor Code (Section 1720 et seq.)
2. California Code of Regulations, Title 8, Chapter 8, Subchapters 3 through 6 (Section 16000 et seq.)

**ARTICLE 9 - RECORD AUDIT:** In accordance with Government Code Section 8546.7 (and Davis Bacon, if applicable) and Article 13.11 of the General Conditions, records of both the District and the Contractor shall be subject to examination and audit for a period of five (5) years after a Final Retention Payment or the Recording of a Notice of Completion, whichever occurs first

**ARTICLE 10 - CONTRACTOR'S LICENSE:** The Contractor must possess throughout the Project a Class B Contractor's License, issued by the State of California, which must be current and in good standing.

**IN WITNESS WHEREOF,** this Agreement has been duly executed by the above named parties, on the day and year first above written.

WISEBURN UNIFIED SCHOOL DISTRICT

Blake Silvers

Typed or Printed Name

Superintendent

Title

Signature

Dated: 9/13/18

CONTRACTOR:

TLS Choice, LLC

Typed or Printed Name

Manager

Title

Signature

Brooks Berry

Type or Printed Name

Title (Authorized Officers or Agents)

Signature

(CORPORATE SEAL)

# BOARD MINUTES APPROVING AGREEMENT

Board Meeting Date: September 13, 2018

## 5. Minutes

Action: 5.1 Regular Minutes - August 23, 2018

Approve/Sign Regular Minutes held August 23, 2018

Motion by Nelson Martinez, second by Roger Banuelos.

Final Resolution: Motion Carries

Yea: JoAnne Kaneda, Nelson Martinez, Roger Banuelos

Abstain: Neil Goldman

## 6. Action Items - General

Action: 6.1 Approve Revised Memorandum of Understanding (MOU) with LMU for the 2018-2019 school year

It is recommended the Board approve a Revised Memorandum of Understanding with LMU School of Education regarding the School Psychology Supervised Fieldwork Agreement. The revision addresses Title IX compliance and reporting obligations involving LMU students.

No cost to the District. Recommend approval.

Motion by Nelson Martinez, second by Neil Goldman.

Final Resolution: Motion Carries

Yea: JoAnne Kaneda, Neil Goldman, Nelson Martinez, Roger Banuelos

Action: 6.2 Adopt Resolution #18/19.03, Textbook and Instructional Materials Compliance for 2018-19

It is recommended the Board adopt Resolution #18/19.03, Textbook and Instructional Materials Compliance for 2018-19.

Motion by Nelson Martinez, second by Roger Banuelos.

Final Resolution: Motion Carries

Yea: JoAnne Kaneda, Neil Goldman, Nelson Martinez, Roger Banuelos

Action: 6.3 Approve Agreement with Leadership Associates for the 2018-19 School Year

It is recommended the Board approve an agreement with Leadership Associates to provide Executive Advisement Services during the 2018-19 school year, effective July 1, 2018 in an amount not to exceed \$15,000 to be paid from the General Fund.

Motion by Nelson Martinez, second by Roger Banuelos.

Final Resolution: Motion Carries

Yea: JoAnne Kaneda, Neil Goldman, Nelson Martinez, Roger Banuelos

Action: 6.4 Approve Legally Reviewed Memoranda of Participation with Consortium Districts

The Board approves the current version of this Memoranda of Participation (MOP) with its modifications until December 31, 2018. A legally revised version is to be brought back to Board on January 10, 2019 to be effective January 1, 2019.

It is recommended the Board approve the attached Legally Reviewed Memoranda of Participation with the Consortium School Districts effective August 27th, 2018 through August 27th, 2019 at an approximate cost of \$37,000 per Student paid by each participating District based on attendance.

Motion by Neil Goldman, second by Nelson Martinez.

Final Resolution: Motion Carries

Yea: JoAnne Kaneda, Neil Goldman, Nelson Martinez, Roger Banuelos

## 7. Action Items - Facilities

Action: 7.1 Execute Agreement with TLS Choice, LLC. for Piggyback #5: Portable, Modular, and Pre-Fabricated Solutions- Fund 14.0 - \$3.55

It is recommended the Board execute an agreement for luxury vinyl tile with KYA Services LLC. in the amount not to exceed \$3.55. This agreement is for Piggyback #5: Portable, Modular, and Pre-Fabricated Solutions for use throughout the District and for use by other districts or cities throughout California. This proposal to be paid from Deferred Maintenance - Fund 14.0

Motion by Roger Banuelos, second by Nelson Martinez.

Final Resolution: Motion Carries

Yea: JoAnne Kaneda, Neil Goldman, Nelson Martinez, Roger Banuelos

## 8. Action Items - New School Construction Projects

Action: 8.1 Amend Notice of Completion for Gould Electric for the New Wiseburn High School Project - Bond Fund 35.1

It is recommended the Board amend the Notice of Completion for the original contractor Gould Electric and the takeover contractor RDM Electric, Inc. per the Takeover Agreement dated July 25, 2017 in completion of Trade Package #32: Electrical for the New



## **BOARD MINUTES APPROVING EXTENSION 2019-2020**

[Pending Board Approval]

## **LETTER OF RENEWAL 2019-2020**

[Pending Board Approval]

## **BOARD MINUTES APPROVING EXTENSION 2020-2021**

[Pending Board Approval]

## **LETTER OF RENEWAL 2020-2021**

[Pending Board Approval]

## **BOARD MINUTES APPROVING EXTENSION 2021-2022**

[Pending Board Approval]

## **LETTER OF RENEWAL 2021-2022**

[Pending Board Approval]

## **BOARD MINUTES APPROVING EXTENSION 2022-2023**

[Pending Board Approval]

## **LETTER OF RENEWAL 2022-2023**

[Pending Board Approval]