California Uniform Construction Cost Accounting Commission

Meeting Agenda Thursday, July 29, 2021 10:00AM – 2:00PM

Click here to join the meeting

Teleconference Number (Audio only) +1 (916)-318-8201 (United States (Sacramento)) Phone Conference ID: 851 576 327 #

Name	Position	Representing
Will Clemens, Chair	General Manager	Oceano Community Services District Special Districts
John Nunan, Vice Chair	Consultant	General Contractors
Nathaniel Holt, Secretary	Chief Facilities Officer & Bond Program Manager	Compton Unified School District School Districts
Eddie Bernacchi	President	National Electrical Contractors Association – Politico Group Subcontractors
Leeann Errotabere	Director of Purchasing	Clovis Unified School District School Districts
Brad Farmer	Finance Director	City of Emeryville Cities
Steven L. Hartwig	Deputy County Executive	Public Works and Infrastructure at Sacramento County Counties
Mike James	Assistant City Manager & Public Works Direct	City of Lemon Grove Cities
Chuck Poss	President	Earth Construction and Mining Subcontractors

Name	Position	Representing
Hertz Ramirez	Business Manager	Laborers' International Union of North America
		Labor
Chad D. Diada	Chief Financial Office	County of Yolo
Chad D. Rinde	Chief Financial Officer	Counties
Jeremy Smith	Deputy Legislative Director	State Building and Construction Trade Council
		Labor
		Teichert Construction
Mary Teichert	Chief Operating Officer	Contractors State License Board
		Live Oak Utility Infrastructure, LLC
Peter Worhunsky	President & CEO	General Contractors

Name	Position	Representing
David Brownfield	Staff Counsel	State Controller's Office (SCO) Legal Office
Sandeep Singh	Manager	SCO Local Government Policy Section
Jia (Jenny) Liu	Supervisor	SCO Local Government Policy Section
Daniel Basso	Policy Analyst	SCO Local Government Policy Section

Meeting Agenda

- 1. Call to Order
- 2. Introductions
- 3. Approval of the Minutes (Refer to attachment 3A)
 - A. Minutes for meeting held March 12, 2021
- 4. Commission Updates (Refer to attachments 4B, 4C and 4D)
 - A. Oath of Office
 - I. Swear in Mike James to represent cities for the period of July 26, 2021 through July 25, 2024, or until a successor is appointed.

- B. Participating agencies
 - I. New
 - II. Withdrawing
- C. Funding update
- D. Inquiry update
- 5. Public Comments
- 6. Staff Comments/Requests
 - A. SCO Staff Update
 - B. SCO Staff will reach out for reappointments 90 days before terms expire.
- 7. Reports of Officers
 - A. Chair
 - B. Vice Chair
 - C. Secretary
- 8. Committee Reports (Refer to attachment 8A)
 - A. CUCCAC Manual
 - I. Proposed changes Legislative updates
 - II. Proposed changes Non-Legislative updates
 - a. Updated Trade Journal List
 - b. SCO Proposed Update: Update mailing address of participating agency resolutions to include LGPSD email address.
- 9. Commissioner Comments/Requests
- 10. Old Business
- 11. New Business (Refer to attachment 11A)
 - A. Accounting Review Saugus Union School District
- 12. Next Meeting
- 13. Adjournment

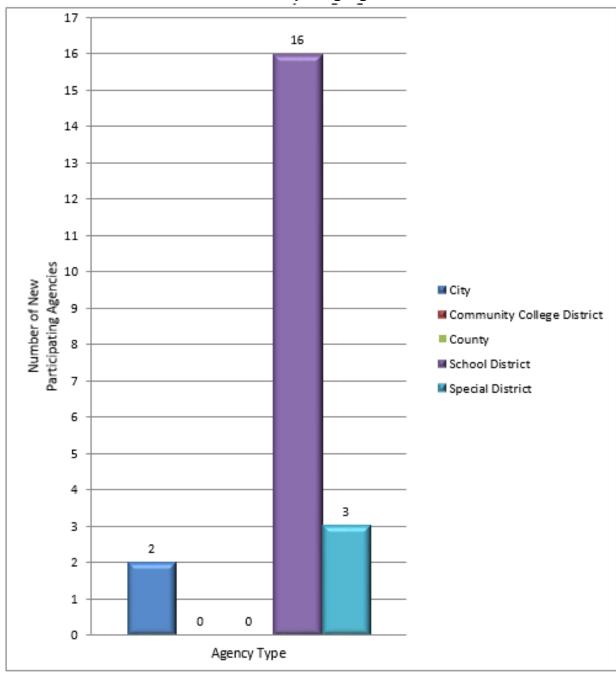
If you would like further information regarding this meeting or require special accommodations for attending this meeting, please contact:

State Controller's Office
Local Government Policy Section
LocalGovPolicy@sco.ca.gov

Report on new participating agencies

The State Controller's Office has received 21 resolutions from agencies that have opted into the California Uniform Public Construction Cost Accounting Act (CUPCCAA), bringing the number of agencies participating in the Act to 1430.

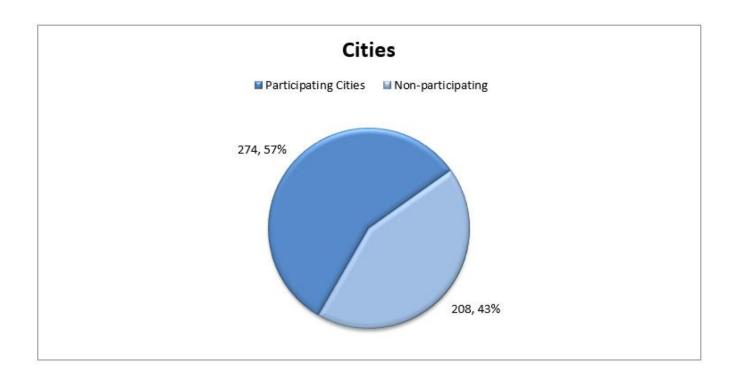
New Participating Agencies

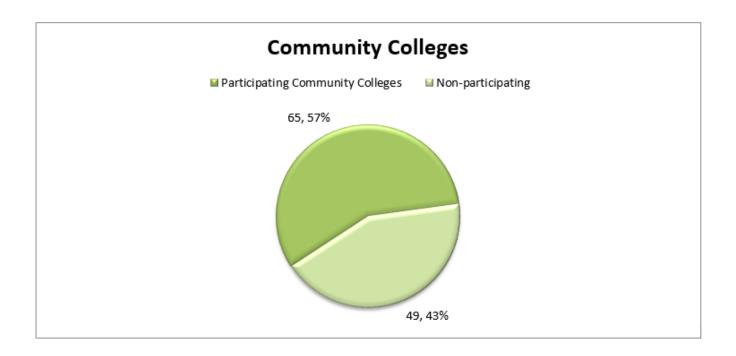


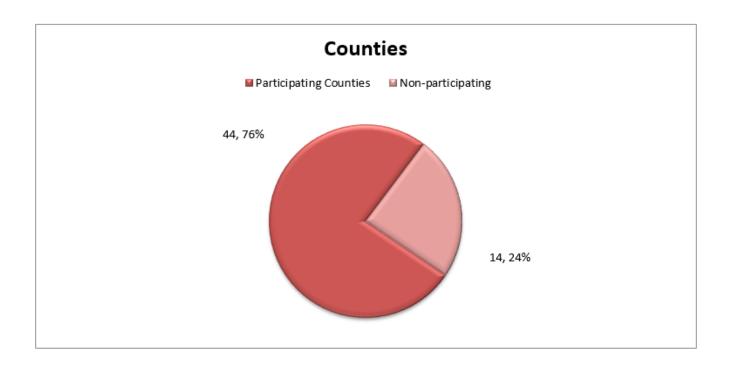
#	Agency	Date Opted In	Agency Type	
1	Costa Mesa Sanitary District	8/16/10	Special District	
2	Pilocene Ridge Community Services District	06/21/17	Special District	
3	Williams Unified School District	04/23/20	School District	
4	City of Encinitas	10/14/20	City	
5	East Bay Dischargers Authority	12/17/20	Special District	
6	San Bernardino City Unified School District	01/21/21	School District	
7	Lakeside Joint School District	03/03/21	School District	
8	Ballico-Cressey School District	03/11/21	School District	
9	Holtville Unified School District	03/11/21	School District	
10	City of Lodi	04/07/21	City	
11	Pacheco Union School District	04/13/21	School District	
12	Chicago Park Elementary School District	04/15/21	School District	
13	Dunsmuir Elementary School District	04/20/21	School District	
14	Shasta Trinity Regional Occupation Program Joint Power Agency	05/04/21	School District	
15	Miller Creek School District	05/11/21	School District	
16	River Delta Unified School District	05/11/21	School District	
17	Princeton Joint Unified School District	int Unified School District 05/20/21 School District		
18	Ross Elementary School District	06/09/21	School District	
19	Hacienda La Puente Unified School District	06/10/21	School District	
20	Sierra Charter School	06/10/21	School District	
21	Manzanita Elementary School District	06/16/21	School District	

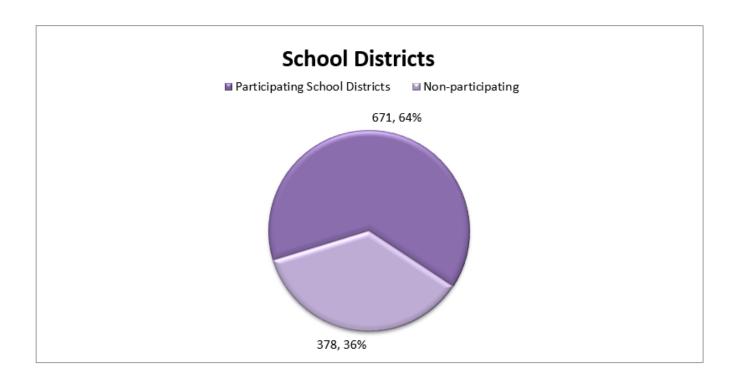
Withdrawn from the Act For the Period March 6, 2021 – July 15, 2021

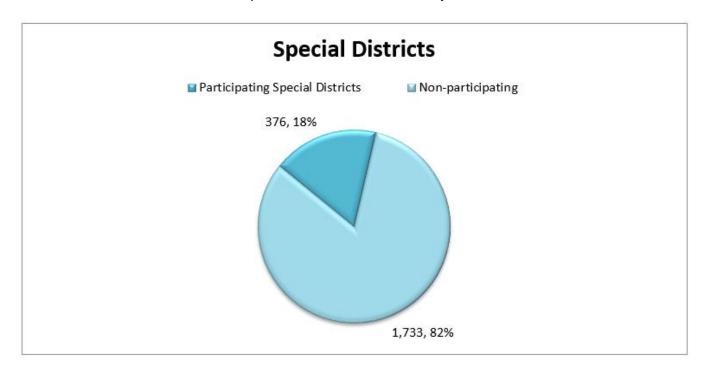
#	Agency	Date Opted Out	Agency Type
1	Montecito Sanitary District	04/08/21	Special District



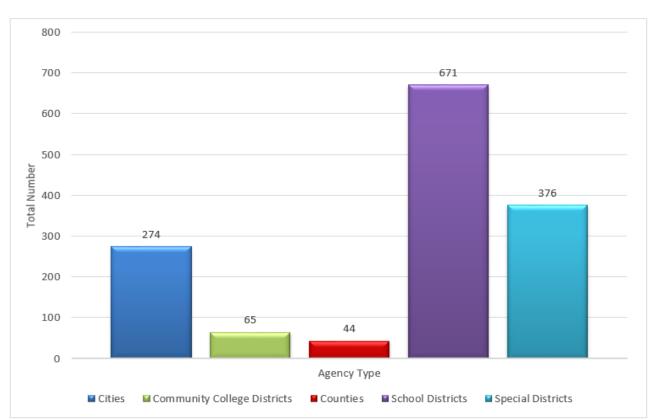








Total Participating Agencies (1,430)



Commission Funding Update for the Period March 4, 2021 – July 15, 2021

Beginning balance 3/3/2021	\$	14,613.89
Donation – CLC* 4/7/2021	\$	1,500.00
Grant – CCAP** 4/27/2021	t – CCAP** 4/27/2021 <u>\$</u>	
	\$	16,738.89
Travel claims from March 12, 2021 meeting	\$	0
Total travel claims	\$	<u>-</u>
Total funds	Ś	16.738.89

^{*}Donation from the CA Legislative Conference of the Plumbing, Heating and Piping Industry

^{**}California Construction Advancement Program 1st quarter grant.

State of California

Cost Accounting Policies and Procedures Manual

2021 Edition



FOREWORD

The Uniform Public Construction Cost Accounting Act (Act), enacted in 1983 under Public Contract Code section 22000 et seq., allows local agencies to perform public project work of up to \$60,000 with their own workforces if the agencies elect to follow the cost accounting procedures set forth in the *Cost Accounting Policies and Procedures Manual* by the California Uniform Construction Cost Accounting Commission.

Every five years, the California Uniform Construction Cost Accounting Commission reviews the informal bid limits for inflation and other factors to determine whether adjustments should be made. If an adjustment is made, the State Controller notifies the affected public agencies. The adjustment may become effective before it appears as a formal change in the Public Contract Code pursuant to Public Contract Code section 22020. The most recently posted bid limits can be found at www.sco.ca.gov/ard_cuccac.html titled under New Informal Bid Limit Increase (Pursuant to PCC 22032)

Any local agency can voluntarily elect to become a participating agency of the Act. Local agencies include cities, counties, redevelopment agencies, special districts, school districts, and community college districts.

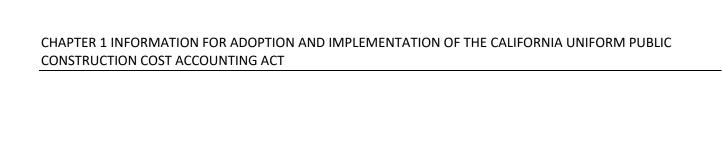
Participating agencies benefit from the raised force account limit and the informal bidding procedures. More projects are completed in a timely manner as a result of the streamlines awards process and the reduction in paperwork related to advertising and report filing.

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California Uniform Construction Cost Accounting Commission Cost Accounting Policies and Procedures Manual

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CHAPTER 1 INFORMATION FOR ADOPTION AND IMPLEMENTATION OF THE CALIFORNIA UNIFORM PUBLIC CONSTRUCTION COST ACCOUNTING ACT

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CHAPTER 1 Information for Adoption and Implementation of the California Uniform Public Construction Cost Accounting Act

Instructions for Adoption and Implementation of the Uniform Construction Cost Accounting Procedures

- 1.01 Instructions for Adoption and Implementation of the Uniform Public Construction Cost Accounting Act (ACT) by Local Agencies
 - 1) The Governing Board must elect by resolution to become subject to the uniform construction cost accounting procedures promulgated by the State Controller pursuant to the Public Contract Code section 22019. The resolution shall specify that the local agency will meet the requirements prescribed in the California Uniform Construction Cost Accounting Commission's Cost Accounting Policies and Procedures Manual and state the effective date the agency will implement the accounting and bidding procedures.
 - 2) The local agency must notify the State Controller in writing of the election to become subject to the uniform construction cost accounting procedures along with a copy of the resolution mailed sent to one of the following locations: to the following address:

Electronic Copy (PDF)	Physical Copy	
	Sent via mail to:	
	Office of the State Controller	
	Local Government Programs and Services Division	
Sent via email to: LocalGovPolicy@sco.ca.gov	Local Government Policy Section	
	<u>P.O. Box 942850</u>	
	Sacramento CA 94250	

Office of the State Controller
Local Government Programs and Services Division

Local Government Policy Section P.O. Box 942850

Sacramento CA 94250

- 3) When a local agency elects to become subject to the uniform construction cost accounting procedures, the entire entity is considered subject to the Act and no departments will be exempt. However, Special Districts which are governed by a board of supervisors or city council are subject only if a separate election is made.
- 4) An informal bidding ordinance, or a board adopted policy equivalent to such as required by the participating agency, shall be enacted pursuant to Public Contract Code section 22034.
- 5) Once opting into the Act, participating agencies must always adhere to the terms of the Act until such time the agency formally opts out by resolution of its governing board. Having opted in, selective adherence to the terms of the Act is a violation.
- 6) The governing board may discontinue the agency's participation under the uniform public construction cost accounting procedures by adopting a resolution stating this fact. A copy of the resolution shall be filed with the State Controller.

7) The State Controller shall notify the California Uniform Construction Cost Accounting Commission (Commission) of all local agencies electing to become subject to the uniform public construction cost accounting procedures. In addition, the Commission shall also be notified of local agencies electing to discontinue participation under these procedures.

1.02 Sample Election Resolution – Model

This sample **Election Resolution** may be used by any public agency's governing body.

RESOLUTI		, STATE OF CALIFORNIA IN THE MATTER OF C CONSTRUCTION COST ACCOUNTING PROCEDURES
		Resolution No
	vision 2 of the Public	o. 1666, Chapter 1054, Statutes of 1983, which added Chapter 2, commencing with Contract Code, existing law did not provide a uniform cost accounting standard for all public agencies; and
WHEREAS, Public Contract Couniform cost accounting stand		seq., the Uniform Public Construction Cost Accounting Act, establishes such a
		Act has developed uniform public construction cost accounting procedures for rformance of or in the contracting for construction of public projects; and
Contract Code section 22030 to the Commission's policies a	to become subject to and procedures manu	of, California, hereby elects under Public the uniform public construction cost accounting procedures set forth in the Act and ual and cost accounting review procedures, as they may each from time to time be notify the State Controller forthwith of this election.
This Resolution shall take effe	ect upon its adoption.	
PASSED AND ADOPTED this _	day of	, by the following vote;
AYES: NOES: ABSENT:		Insert Seal if Applicable
Signature	Title	
City of	County of	

1.03 Sample Informal Bidding Ordinance

(This SAMPLE INFORMAL BIDDING ORDINANCE or POLICY indicates action by a county board of supervisors. However, the sample format shall be modified to conform to your governing agency's rules).

ORDINANCE NO AN ORDINANCE OF THE BOARD OF SUPERVISORS OF THE COUNTY OF ADDING SECTION TO THE ORDINANCE CODE OF THE COUNTY OF TO PROVIDE INFORMAL BIDDING PROCEDURES UNDER THE UNIFORM PUBLIC CONSTRUCTION COST ACCOUNTING ACT (Section 22000, et seq. of the Public Contract Code)
The Board of Supervisors of the County ofdo ordain as follows:
SECTION 1 Section is hereby added to the County Code of the County of to provide as follows:
Section <u>Informal Bid Procedures</u> . Public projects, as defined by the Act and in accordance with the limits listed in Section 22032 of the Public Contract Code, may be let to contract by informal procedures as set forth in Section 22032, et seq., of the Public Contract Code.
Section Contractors List. The agency shall comply with the requirements of Public Contract Code Section 22034.
Section <u>Notice Inviting Informal Bids</u> . Where a public project is to be performed which is subject to the provisions of this Ordinance, a notice inviting informal bids shall be circulated using one or both of the following alternatives: 1. Notices inviting informal bids may be mailed, faxes, or emailed to all contractors for the category of work to be bid, as shown on the list developed in accordance with Section, 2. Notices inviting informal bids may be mailed to all construction trade journals as specified by the California Uniform Construction Cost Accounting Commission in accordance with section 22036 of the Public Contract Code. Additional contractors and/or construction trade journals may be notified at the discretion of the department/agency soliciting bids, provided however:
(1) If the product or service is proprietary in nature such that it can be obtained only from a certain contractor or contractors, the notice inviting informal bids may be sent exclusively to such contractor or contractors.
Section <u>Award of Contracts</u>
The County Purchasing Agent and the Director of Public Works are each authorized to award informal contracts pursuant to this Section.
SECTION 2 This Ordinance shall take effect and be in force thirty (30) days from the date of its passage, and before the expiration of fifteen (15) days after its passage, it or a summary of it, shall be published once, with the names of the members of the Board of Supervisors voting for and against the same in the, a newspaper of general circulation published in the County of
PASSED, APPROVED and ADOPTED by the Board of Supervisors of the County of, State of California, this day of,, by the following vote:
AYES: NOES: ABSENT:

Procedure for Establishment and Maintenance of List of Registered Contractors

1.04 Procedure for Establishment and Maintenance of List of Registered Contractors Per Section 22034 of the Public Contract Code

Section 22034 of the Public Contract Code specifies the requirements for mailing, faxing, or emailing notices to contractors for work to be bid under the Act. As specified therein, an agency shall provide notices by electing a), b) or both methods listed as follows:

- a) In lieu of a contractors list, mailing, faxing, or emailing notices to all construction trade journals specified in section 22036
- b) Mailing, faxing, or emailing notices to all contractors on the list established by the agency for the work being paid
- c) Both (a) and (b) pursuant to section 22034(a)(1)

In the event an agency elects to provide notice by mailing, faxing, or emailing notices to all contractors on the list established by the agency for the work being bid, the agency shall utilize the following procedure to establish and maintain the list of registered contractors outlined in section 22034 (a)(1):

- a) Notice to contractors shall be provided in accordance with either paragraph (1) or (2), or both.
 - 1) The public agency shall maintain a list of qualified contractors, identified according to categories of work. Minimum criteria for development and maintenance of the contractors list shall be determined by the commission. All contractors on the list for the category of work being bid shall be mailed, faxed, or emailed a notice inviting informal bids unless the product or service is proprietary. All mailing of notices to contractors pursuant to this subdivision shall be completed not less than 10 calendar days before bids are due.
 - 2) The public agency may elect to mail, fax, or email a notice inviting informal bids to all construction trade journals specified in section 22036.
- b) The notice inviting informal bids shall describe the project in general terms and how to obtain more detailed information about the project, and state the time and place for the submission of bids.
- c) The governing body of the public agency may delegate the authority to award informal contracts to the public works director, general manager, purchasing agent, or other appropriate person.
- d) If all bids received are in excess of two hundred thousand dollars (\$200,000), the governing body of the public agency may, by adoption of a resolution by a four-fifths vote, award the contract, at two hundred twelve thousand, five hundred dollars (\$212,500) or less, to the lowest responsible bidder, if it determines the cost estimate of the public agency was reasonable.

(Amended by Stats. 2015, Ch. 269, Sec. 29. Effective January 1, 2016.)

- 1.04.01 Minimum Criteria for Development and Maintenance of the Contractors List Determined by the Commission, pursuant to Public Contract Code section 22034(a)(1)
- 1. At least once per calendar year, each public agency that has elected to become subject to the Uniform Public Construction Cost Accounting Act and intends to utilize the notice provisions outlined in section 22034(a) shall establish a new list or update its existing list of qualified contractors by mailing, faxing, or emailing written notice to all construction trade journals designated for that Agency under Section 22036. The notice shall invite all licensed contractors to submit the name of their firm to the Agency for inclusion on the Agency's list of qualified bidders.
- 2. The notice shall require that the contractor provide:
 - The name and address to which a Notice to Contractors or Proposal should be mailed, faxed, or emailed;
 - A phone number at which the contractor may be reached;
 - The type of work in which the contractor is interested <u>and currently licensed</u> to do (earthwork, pipelines, electrical, painting, general building, etc.);
 - The class of contractor's license(s) held; and
 - The contractor license number(s).
- 3. Agencies may include any contractor names they so desire on the lists, but lists must include, <u>at minimum</u>, all contractors who have properly provided the Agencies with the information required under #2 above in response to the written notice.

The Commission recommends that Agencies automatically include in their contractors' lists the names of all contractors who submitted one or more valid bids to the Agencies.

4. A contractor may have his or her firm added to an Agency's contractors list at any time by providing the required information.

1.05 County-by-County List of Construction Trade Journals

The Commission shall determine, on a county-by-county basis, the appropriate construction trade journals which shall receive mailed, faxed, or emailed notice of all informal and formal construction contracts being bid for work within the specified county per section 22036 of the Public Contract Code.

Per Public Contract Code section 22037, notices inviting formal bids must be published at least 14 calendar days before the date of opening the bids in a newspaper of general circulation, printed and published in the jurisdiction of the public agency. In addition, the Commission has determined that all public agencies that adopt and contract under the Act shall be required to mail, email, or fax a notice to the following specified construction trade publications of all formal construction contracts being bid and all invitations to join an agency's qualified bidders list (i.e. the informal bidding list) within the specified county (as provided in sections 22034 and 22037 of the Public Contract Code). The numbers following the name of each county refer to the corresponding numbered trade journals listed starting on page 124.

Users will note that the notification of the trade journals listed in Column B for their county is required. Additionally, the user will have to notify at least two of the trade journals listed in Column C, unless there is only one listed, in which case notification of that trade journal is sufficient. The Commission urges each public agency to select additional publications from its geographical area and include them on its list of publications to be notified. Sample information to be included in the mailed notice to trade journals is listed on page <u>1311</u>.

Note: Users are not required to mail a notice to a trade journal if the trade journal listed under their county is now charging for its services, or is out of business. Instead, the Commission requests that users find some other

method of notifying potential contractors of published jobs and how to be added to their informal bidding lists (e.g. internet – county's web page).

		NOTIFY
COUNTY NAME (A)	TRADE JOURNALS REQUIRED TO BE NOTIFIED (B)	TWO OF THE TRADE JOURNALS LISTED BELOW (C)
ALAMEDA	2, 3	8, 11, 14,
		15, 16, 17, 18, 19
ALPINE	2, 3	11
AMADOR	2, 3	11, 13, 20
BUTTE	2, 3	5, 6, 11, 12
CALAVERAS	2, 3	11, 19, 20, 23
COLUSA	2, 3	5, 6, 11
CONTRA COSTA	2, 3	8, 11, 15, 16, 17, 19
DEL NORTE	2. 3	4, 5, 11
EL DORADO	2, 3	10, 11, 12, 13, 16
FRESNO	2, 3	11, 19, 21, 23, 24, 25
GLENN	2, 3	5, 6, 11, 12
HUMBOLDT	2, 3	4, 5, 11
IMPERIAL	2, 3	29, 31
INYO	2, 3	25
KERN	2, 3	21, 23, 24, 25, 26, 31
KINGS	2, 3	21, 23, 24, 25
LAKE	2, 3	4, 5, 7, 8, 11, 16
LASSEN	2, 3	5, 11, 12
LOS ANGELES	2, 3	8, <u>25,</u> 29, 31, 36
MADERA	2, 3	11, 19, 21, 23
MARIN	2, 3	7, 8
MARIPOSA	2, 3	11, 21, 23
MENDOCINO	2, 3	4, 7, 8, 11, 16
MERCED	2, 3	11, 19, 20, 21, 23
MODOC	2, 3	5, 11

COUNTY NAME (A)	TRADE JOURNALS REQUIRED TO BE NOTIFIED (B)	NOTIFY TWO OF THE TRADE JOURNALS LISTED BELOW (C)
MONO	2, 3	11
MONTEREY		11, 18, 22, 26
NAPA	2, 3	7, 8, 9, 11, 16
NEVADA	2, 3	10, 11, 12, 13
ORANGE	2, 3	29, 31, 35
PLACER	2, 3	10, 11, 12, 13, 16
PLUMAS	2, 3	5, 6, 11, 12
RIVERSIDE	2, 3	29, 31, 35
SACRAMENTO	2, 3	5, 8, 10, 11, 12, 13, 16, 19
SAN BENITO	2, 3	11, 22
SAN BERNARDINO	2, 3	25, 29, 31, 35
SAN DIEGO	2, 3	29, 31, 35
SAN FRANCISCO	2, 3	8, 11, 14, 15, 16, 17, 18
SAN JOAQUIN	2, 3	8, 11, 19, 20, 21, 23
SAN LUIS OBISPO	2, 3	22, 25, 26, 27, 31, 36, 37
SAN MATEO	2, 3	8, 14, 15, 17, 18
SANTA BARBARA	2, 3	25, 26, 27, 28, 31, 36, 37
SANTA CLARA	2, 3	8, 11, 14, 15, 16, 17, 18
SANTA CRUZ	2, 3	18, 22
SHASTA	2, 3	4, 5, 11 <u>6</u>
SIERRA	2, 3	11, 12
SISKIYOU	2, 3	5, 11
SOLANO	2, 3	8, 9, 10, 11, 16, 19

COUNTY NAME (A)	TRADE JOURNALS REQUIRED TO BE NOTIFIED (B)	NOTIFY TWO OF THE TRADE JOURNALS LISTED BELOW (C)
SONOMA	2, 3	7, 8, 11, 16
STANISLAUS	2, 3	11, 19, 20, 21, 23
SUTTER	2, 3	6, 10, 11, 12
TEHAMA	2, 3	5, 11, 12
TRINITY	2, 3	4, 5, 11
TULARE	2, 3	23, 24, 25
TUOLUMNE	2, 3	11, 20, 23
VENTURA	2, 3	25, 27, 31, 36, 37
YOLO	2, 3	8, 10, 11, 13
YUBA	2, 3	6, 10, 11, 12

1.06 Sample Information for Mailed Notice

Following provides the type of information that could be included in the mailed notice to the construction trade journals. This list should be used only as a guide.

- Project title and contract number, if any
- Cost range
- Site location
- Who is taking bids/date and time due
- Owner's address and phone number
- Architect's address and phone number
- Brief description of work to be done
- Where plans may be obtained/deposit required/whether or not refundable
- Percentage of bid bond/percentage of performance bond/percentage of payment bond

1.07 List of Construction Trade Journals

The following organizations have indicated to the Commission that they:

a) Publish a newsletter or trade journal, on a weekly or more frequent basis, that contains a section listing projects being bid; or provide a telephone notice service to their members.

b) Do not charge for publishing or otherwise disseminating a Notice to Contractors.

These organizations have indicated to the Commission that they serve subscribers or members in the counties listed to the right of each organization.

Organizations that meet criteria (a) and (b) above may be added to the list, or changes or corrections can be made to the list by contacting one of the following:

<u>Email</u>	Physical Copy
Sent via email to: LocalGovPolicy@sco.ca.gov	Sent via mail to:
	Office of the State Controller
	Local Government Programs and Services Division
	Local Government Policy Section
	P.O. Box 942850
	Sacramento CA 94250

Office of the State Controller

Local Government Programs and Services Division

Local Government Policy Section

P. O. Box 942850

Sacramento, CA 94250

NUMBER	ORGANIZATION	AREAS OF MEMBERS OR SUBSCRIBERS BY COUNTY
1	CMD (Construction Market Data)	California
	Document Processing Center	
	30 Technology Parkway South, Suite 100	
	Norcross, GA 30092-2912	
	Phone: 800-424-3996	
	Email: <u>customercare@cmdgroup.com</u>	
	Website <u>www.cmdgroup.com</u>	
2	Construction Bidboard (Ebidboard)	California
	11622 El Camino Real, #100	
	San Diego, CA 92130	
	Phone: 800-479-5314	
	Email: support@ebidboard.com	
	Website: <u>www.ebidboard.com</u>	
3	Dodge Data & Analytics	California
	830 Third Avenue, 6 th Floor	
	New York, NY 10022	
	Phone: 877-784-9556	
	Email: support@construction.com	
	Website: <u>www.construction.com</u>	

NUMBER	ORGANIZATION	AREAS OF MEMBERS OR SUBSCRIBERS BY COUNTY
4	Humboldt Builders' Exchange, Inc. 1213 5th Street Eureka, California 95501 Phone: 707-442-3708 Website: www.humbx.com	Del Norte, Humboldt, Lake, Mendocino, Shasta, and Trinity
5	Shasta Builders' Exchange 5800 Airport Road1355 Hartnell Ave Redding, CA 96002 Phone: 530-221-5556 Email: planroominfo@shastabe.com Website: www.shastabe.com	Butte, Colusa, Del Norte, Glenn, Humboldt, Lake, Lassen, Modoc, Plumas, Sacramento, Shasta, Siskiyou, Tehama, and Trinity
6	Valley Contractors Exchange, Inc. 951 East Eighth Street Chico, CA 95928 Phone: 530-343-1981 Email: info@vceonline.com Website: www.vceonline.com	Butte, Colusa, Glenn, Plumas, Sutter, and Yuba
7	North Coast Builders Exchange 1030 Apollo Way Santa Rosa, CA 95407 Phone: 707-542-9502 Fax: 707-542-2027 Website: www.ncbeonline.com	Lake, Marin, Mendocino, Napa, and Sonoma
8	Marin Builders Association 660 Las Gallinas Avenue San Rafael, CA 94903 Phone: 415-462-1220 Fax: 415-462-1225 Email: mba@marinbuilders.com Website: www.marinbuilders.com	Alameda, Contra Costa, Lake, Marin, Mendocino, Napa, Sacramento, San Francisco, San Joaquín, San Mateo, Santa Clara, Solano, Sonoma, and Yolo
9	Solano-Napa Builders Exchange 135 Camino Dorado Napa, CA 94558 Phone: 707-255-2515 Fax: 707-255-2749 Email: membership@snbe.com Website: http://snbe.org	Napa and Solano CLOSED

NUMBER	ORGANIZATION	AREAS OF MEMBERS OR SUBSCRIBERS BY COUNTY
10	Sacramento Regional Builders' Exchange 5370 Elvas Avenue Sacramento, CA 95819 Phone: 916-442-8991 Fax: 916-446-3117 Email: tplanroombrennan@srbx.org Website: www.srbx.org	El Dorado, Nevada, Placer, Sacramento, Solano, Sutter, Yolo, and Yuba
11	Placer County Contractors Association & Builders Exchange 10656 Industrial Avenue, Suite 160 Roseville, CA 95678 Phone: 916-771-7229 Fax: 916-771-0556 Email: planroom@srbx.org Website: www.pccamembers.com	Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Lake, Lassen, Madera, Mariposa, Mendocino, Merced, Modoc, Mono, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquín, Santa Clara, Shasta, Sierra, Siskiyou, Stanislaus, Solano, Sonoma, Sutter, Tehama, Trinity, Tuolumne, Yolo, and Yuba
12	Nevada County Contractors' Association 149 Crown Point Court Grass Valley, CA 95945 Phone: 530-274-1919 Email: nccaexec@pacbell.netinfo@nccabuildingpros.com Website: www.nccabuildingpros.com	Butte, El Dorado, Glenn, Lassen, Nevada, Placer, Plumas, Sacramento, Sierra, Sutter, Tehama, and Yuba
13	El Dorado Builders' Exchange 3430 Robin Lane, Suite 7 Shingle Springs, CA 95682 Phone: 530 672 2955	Amador, El Dorado, Nevada, Placer, Sacramento, and Yolo CLOSED
14	The San Francisco Builders Exchange 850 South Van Ness Avenue San Francisco, CA 94110-1911 Phone: 415-282-8220 Email: deanna@bxofsf.com Website: www.bxofsf.com	Alameda, San Francisco, San Mateo, and Santa Clara
15	Bay Area Builders Exchange 3055 Alvarado Street San Leandro, CA 94577 Phone: 510-483-8880 Email: info@bayareabx.com Website: www.bayareabx.com	Alameda, Contra Costa, San Francisco, San Mateo, and Santa Clara

NUMBER	ORGANIZATION	AREAS OF MEMBERS OR SUBSCRIBERS BY COUNTY
16	Bay Area Builders Exchange	Alameda, Contra Costa, El Dorado, Lake,
	2440 Stanwell Drive, Suite B	Mendocino, Napa, Placer, Sacramento, San
	Concord, CA 94520	Francisco, Santa Clara, Solano, and
	Phone: 925-685-8630	Sonoma
	Website: www.bayareabx.com	
		<u>LOCATION CLOSED</u>
17	Peninsula Builders Exchange	Alameda, Contra Costa, San Francisco, San
	282 Harbor Blvd, Bldg D735 Industrial Road	Mateo, and Santa Clara
	BelmontSan Carlos, CA 9400270	
	Phone: 650-591-4486	
	Website: www.safetystar.org/safetystar	
18	Builders' Exchange of Santa Clara County	Alameda, Monterey, San Francisco, San
	400 Reed Street	Mateo, Santa Clara, and Santa Cruz
	Santa Clara, CA 95050	
	Phone: 408-727-4000	
	Fax: 408-727-2779	
	Email: info@bxscco.com	
	Website: <u>www.bxscco.com</u>	
19	Builders' Exchange of Stockton San Joaquin	Alameda, Calaveras, Contra Costa, Fresno,
	4561 Quail Lake Drive, Suite B2	Madera, Merced, Sacramento, San
	Stockton, CA 95207	Joaquin, Solano, and Stanislaus
	Phone: 209-478-1000	
	Email: crobinson@besonline.com	
	Website: www.besonline.comhttp://www.bxsj.org	
20	Valley Builders Exchange, Inc.	Amador, Calaveras, Merced, San Joaquin,
	1118 Kansas Avenue	Stanislaus, and Tuolumne
	Modesto, CA 95351	
	Phone: 209-522-9031	
	Email: info@valleybx.complanroom@valleybx.com	
	Website: www.valleybx.com	
21	Builders Exchange of Merced & Mariposa	Fresno, Kern, Kings, Madera, Mariposa,
	646 CA-HWY 59	Merced, San Joaquin, and Stanislaus
	Merced, CA 95341	
	Phone: 209-722-3612	CLOSED
	Website: www.bxmm.org	
22	Central Coast Builders Association	Monterey, San Benito, San Luis Obispo,
	242 East Romie Lane	and Santa Cruz
	Salinas, CA 93907	
	Phone: 831-758-1624	
	Email: staff@ccbabuilds.com	
	Website: www.ccbabuilds.com	

NUMBER	ORGANIZATION	AREAS OF MEMBERS OR SUBSCRIBERS BY COUNTY
23	Central California Builders Exchange 1244 N. Mariposa Street Fresno, CA 93703 Phone: 559-237-1831 Email: info@cencalbx.com Website: http://cencalbx.com/	Calaveras, Fresno, Kern, Kings, Madera, Mariposa, Merced, San Joaquin, Stanislaus, Tulare, and Tuolumne
24	Tulare & Kings Counties Builders Exchange 1223-827 W Center AveS. Lovers Lane Visalia, CA 932921 Phone: 559-732-4568 Email: info@tkcbe.com Website: www.tkcbe.com	Fresno, Kern, Kings, and Tulare
25	Kern County Builders' Exchange, Inc. 4310 Ardmore Avenue, Ste. 100 Bakersfield, CA 93309 Phone: 661-324-4921 Email: kcbex@kcbex.com Website: www.kcbex.com	Kern, Los Angeles, San Bernardino, Santa Barbara, Ventura
26	San Luis Obispo County Builders Exchange 153 Cross Street, #130 San Luis Obispo, CA 93401 Phone: 805-543-7330 Email: info@slocbe.com Website: www.slocbe.com	Kern, Monterey, San Luis Obispo, and Santa Barbara
28	Ventura County Contractors Association 1830 Lockwood Street, No. 110 Oxnard, CA 93036 Phone: 805-981-8088 Email: vcca@vccainc.com Website: www.vccainc.com	Santa Barbara and Ventura
29	Southern California Builders Association 732 N. Diamond Bar Blvd. #224 Diamond Bar, CA 91765 Phone: 909-396-1451 Email:-scba@socalbuilders.org Website: www.socalbuilders.org	Imperial, Los Angeles, Orange, Riverside, San Bernardino, and San Diego CLOSED
30	Construction Data Company 2001 9 th Avenue, 2 nd Floor Vero Beach, FL 32960 Phone: 800-800-652-0008 Email: service@cdcnews.com Website: www.cdcnews.com	Southern California Imperial, Kern , Los Angeles, Orange, Riverside, San Bernardino, San Diego, San Luis Obispo, Santa Barbara, and VenturaCalifornia

NUMBER	ORGANIZATION	AREAS OF MEMBERS OR SUBSCRIBERS BY COUNTY
31	BidAmerica 41085 Elm Street Murrieta, CA 92562 Phone: 951-677-4819 Email: planroom@bidamerica.com Website: www.BidAmerica.com	California
32	Construction Bid Source Interactive 6265 HWY 9 Felton, CA 95018 Phone: 888-786-9450 Website: www.constructionbidsource.com	California
33	Demandstar – Onvia Supplier Services 509 Olive Way, Suite 400 Seattle, WA 98101 Phone: 800-575-1736 Website: www.demandstar.com or Website: www.onvia.com	California
34	Challenge News 1276 Lincoln Avenue, Suite 203 San Jose, CA 95125 Phone: 408-998-25340241 Email: challengenews@yahoo.cominfo@challengenews.net -Website: www.challengenews.net	California
35	Associated General Contractors of America San Diego Chapter, Inc. 6212 Ferris Square San Diego, CA 92121 Phone: 858-558-7444 Email: planroom@agcsd.org Website: www.agcsd.org	Orange, Riverside, San Bernardino, and San Diego
36	Builders Notebook P.O. Box 4883 Santa Barbara, CA 93140 Phone: 877-776-5436 Email: planroom@buildersnotebook.com Website: www.buildersnotebook.com	Los Angeles, San Luis Obispo, Santa Barbara, and Ventura Non-Functioning
37	Tri-Co Reprographics 513 Laguna720 E. Haley Street Santa Barbara, CA 93101 Phone: 805-966-1701	Santa Barbara, Ventura, and San Luis Obispo

NUMBER	ORGANIZATION	AREAS OF MEMBERS OR SUBSCRIBERS BY COUNTY
	Email: sbplots@tricoblue.com Website: www.tricoblue.com	

Accounting Procedures Review Process

1.08 Accounting Procedures Review

- A. Pursuant to the provisions of Public Contract Code (PCC) §22042, the Commission has adopted the following procedures for conducting an Accounting Procedures Review, where an interested party presents evidence that work undertaken by a public agency falls within any of the following categories:
 - 1. It was performed by a public agency after rejection of all bids, claiming work can be done less expensively by the public agency.
 - 2. It exceeded the force account limit.
 - 3. It was improperly classified as maintenance.
- B. As used in the Accounting Procedures Review, "interested party" shall mean: a licensed contractor eligible to bid on the public project involved in the review; a labor organization whose members would be eligible to perform work on the public project if it were performed under contract; an association of licensed contractors and/or labor organizations; or a taxpayer of the public agency cited in the account review request.
- C. Request for Accounting Procedures Review
 - Pursuant to PCC §22043(a)(b), in those circumstances as set forth in PCC §22042(a)(b)(c), a request for Commission review shall be in writing. The request shall be sent via certified or registered postal mail, and received by the Commission and/or State Controller's Office (SCO) staff. It should be postmarked no later than eight business days from the date on which the public agency rejected all bids (PCC §22042(a)) or from the date on which an interested party formally complains in writing to the public agency (PCC §22042(b)(c)).
 - 2. The address for purposes of requesting Commission review is one of the following:

<u>Email</u>	Physical Copy
Sent via email to: LocalGovPolicy@sco.ca.gov	Sent via mail to:
	CALIFORNIA UNIFORM CONSTRUCTION COST
	ACCOUNTING COMMISSION
	Office of the State Controller
	Local Government Programs and Services Division
	Local Government Policy Section
	P.O. Box 942850
	Sacramento CA 94250

CALIFORNIA UNIFORM CONSTRUCTION COST ACCOUNTING COMMISSION

Office of the State Controller Local Government Programs and Services Division Local Government Policy Section P.O. Box 942850 Sacramento, CA 94250

- 9.3. Such written notice from an interested party shall include the following information:
 - (a) The name, address, phone number, and contact person for the interested party.
 - (b) An indication that work undertaken by the public agency falls within one of the following categories:
 - (i) It was performed by a public agency after rejection of all bids, claiming work can be done less expensively by the public agency.
 - (ii) It exceeded the force account limits.
 - (iii) It was improperly classified as maintenance.
 - (c) The name, address, and phone number of the public agency involved.
 - (d) The project name and location, and/or project identification number.
 - (e) The bid date and rejection date, if applicable.
 - (f) The low bid dollar amount, if applicable.
 - (g) The agency estimate, if available.
 - (h) Other documentation supporting the request. If the requestor is unable to obtain information from the participating agency, the request should note the fact and include an explanation of the circumstances.
- <u>10.4.</u> When the request is transmitted to the Commission for review, the interested party shall mail a copy of the request by first class mail, postage prepaid, to the public agency involved.
- D. The Commission shall approve and designate in writing the consultants available to perform the Accounting Procedures Review, if needed. Such consultants shall be pregualified as follows:
 - 1. They shall submit resumes including experience to the Commission for prequalification.
 - 2. Each applicant shall have at least five years' experience with, and be knowledgeable of, public works construction or accounting under contracts let by public agencies.
 - 3. They shall submit their schedule of fees required to perform such service.
- E. Immediately upon receipt of a request for Accounting Procedures Review, SCO staff will forward all documentation to the Chairperson. The Chairperson shall assign the request to a working group consisting of two or more Commissioners, not to constitute a quorum. Each working group must have both private and public representations. Any correspondence received by SCO staff during the review will be immediately forwarded to the Chairperson and the members of the working group.
 - 1. The working group may contact either the interested party or the signatory agency involved for additional information. They may also request a statement of the public agency's position regarding the claim being set forth. Participating agencies are required to cooperate with any account reviews pursuant to this Act. Agencies failing to cooperate fully, through either unwillingness or inability, may be found to be non-compliant.
 - 2. If the work group deems it necessary, it may use SCO Audit Division staff or a consultant deemed qualified for the purpose of this review. The auditor or consultant will conduct a thorough review of the

facts surrounding the claim. This review may include any fieldwork deemed necessary by the auditor or consultant. The auditor or consultant shall interview the public agency involved, and submit as a part of the findings a complete statement of the public agency's position regarding the review being conducted.

- 3. The auditor or consultant, if involved, shall prepare written findings and a recommended decision within the timeframes established in PCC §22043.
- 4. The statutory limit to complete the account review begins on the day that the request is received by SCO. Incomplete review requests may affect the ability of the Commission to render a timely decision. Pursuant to PCC §22043(c), the commission review shall commence immediately and conclude within the following number of days from the receipt of the request for commission review:
 - (a) Forty-five days for a review that falls within subdivision (a) of §22042; and
 - (b) Ninety days for a review that falls within subdivision (b) or (c) of §22042.

During the review of a project that falls within PCC §22042(a), the agency shall not proceed with the project until the final decision is received by the Commission.

- F. The review will be added as an agenda item to be discussed by the Commission at a public meeting held within the timeframe established in PCC §22043. All documentation and correspondence received related to the review will be included. Any documentation and correspondence received after the agenda has been posted to the SCO website will immediately be forwarded to each Commission member and available for public review at the meeting.
- G. The Commission shall review the findings of the work group and, if applicable, the auditor or consultant's report, and render its final decision within the timeframes established in PCC §22043. Within the timeframes established in PCC §22044, a copy of the decision shall be mailed by first class mail, postage prepaid, by SCO staff to the interested party and the public agency involved. A copy shall also be provided to each Commission member and included for information as part of the subsequent Commission meeting agenda.
- H. Decisions on Accounting Procedures Reviews shall be collected and maintained by SCO staff, and shall be available for public inspection during regular working hours. Such decisions may be cited and relied upon by interested parties and public agencies in subsequent reviews.
- I. If the Commission makes findings in accordance with PCC §22043, that the work undertaken by a public agency falls within any of the categories described in §22042, on three separate occasions within a 10-year term, the Commission shall notify the public agency of those findings in writing by certified mail. Public agencies that receive notice of findings on three separate occasions within a 10-year term shall not use the bidding procedures provided by this article for five years from the date of the Commission's findings contained in the third notice within a 10-year term. For the purposes of these review procedures, one investigation resulting in a finding or findings shall equate to one occasion. These review procedures are based on current statutory law.
- J. Changes to statutory law shall be reviewed and automatically adopted into these procedures as deemed appropriate.





May 25, 2021

Will Clemens, Chair
California Uniform Construction Cost Accounting Commission
Office of the State Controller
Local Government Programs and Services Division
Local Government Policy Section
P.O. Box 942850
Sacramento, CA 94250
Sent Via Certified N

Sent Via Certified Mail: May 25, 2021

Re: Request for Commission review of the practices used by Saugus Union School District on the Maintenance & Operations Building Renovation Project, pursuant to Public Contract Code Section 22042.5

Dear Chair Clemens,

This letter shall serve as a formal request for a Commission review pursuant to Section 22042.5 of the Public Contract Code listed below, concerning the Saugus Union School District.

22042.5. The commission shall review practices of any participating public agency where an interested party presents evidence that the public agency is not in compliance with Section 22034

We believe that they have violated the California Public Contract Code, Section 22034 by failing to bid the work associated with the Maintenance & Operations Building/Office Space Renovation Project. The project was split into multiple pieces and all contracts were negotiated under the bid threshold. The aggregate value of the work exceeds the bid threshold established by the Commission.

Agencies subject to the Act are required to follow the cost accounting procedures as contained in the Cost Accounting Policies and Procedures Manual. Section 3.01 of the manual states that "The Commission feels that all cost elements, including personnel, materials, supplies and subcontracts, equipment, and overhead associated with the project must be reported at the project level." CIFAC believes that the work performed was interdependent upon each other, thereby constituting one project that should have been let to bid. Additionally, in determining whether construction work done under contract constitutes a public works construction project, both of the cases below consider the various components of building construction to be part of a "single integrated project", "the complete integrated object," i.e., the project as a whole and not on individual parts.

(Oxbow Carbon & Minerals, LLC v. Department of Industrial Relations (2011) 194 Cal. App. 4th 538, 551. In order to determine whether a public works project is a single integrated project versus separate individual projects, which may not be subject to prevailing wage requirements, courts consider the "totality of the underlying facts."

(Oxbow Carbon & Minerals, LLC, 194 Cal.App.4th at 551) (finding construction of a conveyor system and the construction of a roof was part of a "complete integrated object" because work between the two needed to be coordinated, the conveyor system was interdependent on the construction of a roof, without which the conveyor system would be unusable, and construction of the roof was necessary to bring the facility with the conveyer in compliance with the law)

Cinema West, LLC v. Baker (2017) 13 Cal.App.5th 194, 213 (finding the construction of a theater and parking lot was part of a "complete integrated project" subject to prevailing wages because the construction of one was interdependent on the other, the design and construction was coordinated, and the City was required to provide the developer with a parking easement suggesting the construction of the parking lot was necessary).

The work in question is described as:

Project Name: Maintenance & Operations Building/Office Space Renovation Project, at District Office

Project Location: 24930 Avenue Stanford, Santa Clarita, CA 91355

Scope of Work: Complete renovation of space, including the demolition of existing interior walls, plumbing, electrical, and flooring: installation of new walls, electrical, HVAC, fire alarms/sprinklers, floor preparation and installation of new flooring and new paint

Estimated Completion Date: December, 2020

Work Performance: Various contractors:

- KM Pate Construction (Demo & Remodel work)
- Pyrotection Services (Fire alarm)
- Apex Fire Protection (Fire sprinklers)
- ACCO Eng. Systems (HVAC)
- Floor Connection (Flooring)
- T. Figg Casework (Cabinets, desk)
- Prime Painting (Interior Painting)

Project Estimate: \$753,145 (per 2016 Master Plan) **Total Approximate Project Value:** \$189,585.80

Agency Contact: Nick Heinlein, Assistant Superintendent

24930 Avenue Stanford Santa Clarita, CA 91355 (661) 294-5300

Background: The District identified the project in their 2016 Facilities Master Plan, with estimated costs of \$753,145. The District did not solicit proposals for any of the work in question; rather they negotiated contracts with various contractors from July 2020 to November 2020, sequentially and in order of the work timeline.

Contractor & Work Scope	Date Awarded	Contract Amount
K M Pate Construction		
M&O Interior Demolition	7-21-2020	\$12,000
M&O Interior Remodel Work	9-16-2020	\$57,429
Pyrotection Services		
Install Fire Alarms	9-16-2020	\$6,425
Apex Fire Protection		
Install Fire Sprinklers	9-30-2020	\$24,300
ACCO Engineered Systems		7
HVAC Duct work	9-30-2020	\$11,567
Floor Connection		
Install Carpet Tile Flooring	10-14-2020	\$11,489.80
T. Figg Casework Inst.		
Build Reception	10-28-2020	\$17,500
Desk/Cabinets		
Prime Painting Contractors		
Interior Painting	11-18-2020	\$14,475
Project Total		\$155,585.80

Attached is the supporting documentation.

• Exhibit "A"

Morelli reviewed the Saugus Union School District Board of Trustees agenda, of September 15, 2020 and noticed that the District awarded a \$59,775 contract to K.M. Pate Construction for their Maintenance and Operations Building/Office Space Renovation Project on September 16, 2020

• Exhibit "A-2" Upon review, KM Pate's Awarded Scope of Work/Proposal Indicates:

- O Drywall was to be left paint ready, as their Bid did not include painting. (item #20)
- Existing concrete floor was to be left clean and ready to receive new flooring.
 (item #21
- o KM Pate. "We will work and coordinate work with SUSD HVAC and Sprinkler contractors". (item #22)

• Exhibit "B"

September 23, 2020, Morelli/CIFAC contacts District with concerns that the project could exceed the CUCCAA threshold and suggests that perhaps the District should bid out the project. The District responds on the same day and thanks Morelli for bringing this to their attention. Morelli hears nothing further from the District.

• Exhibit "C"

December 15, 2020, Morelli/CIFAC sends a CPRA request for documents pertaining to the Maintenance & Operations Building/Office Renovation Project.

Exhibit "D"

December 16, 2020. Morelli receives a Zip File from District including documents pertaining to M&O project for:

0	Exhibit "D-1" KM Pate Construction (Remodel work)	\$59,775
0	Exhibit "D-2" Pyrotection Services (Fire alarm)	\$ 6,425
0	Exhibit "D-3" Apex Fire Protection (Fire sprinklers)	\$24,300
0	Exhibit "D-4" ACCO Eng. Systems (HVAC)	\$11,567
0	Exhibit "D-5" Floor Connection (Flooring)	\$11,489
0	Exhibit "D-6" T. Figg Casework (Cabinets, desk)	\$17,500
0	Exhibit "D-7" Prime Painting (Interior Painting)	\$14,475

Morelli/CIFAC discovers that the District awarded a previous contract on <u>July 21, 2020</u> to KM Pate Construction for the <u>demolition portion</u> of the M&O project for \$12,000 and to Prime Painting on June 10, 2020 for \$34,400 for the exterior painting of the M&O building.

• Exhibit "E"

December 22, 2020 Morelli sends a second CPRA request to obtain documents pertaining to these two contracts. December 28, 2020, District Responds and provides documents for the KM Pate Demolition Award and contract for \$12,000 (Exhibit "E-2") and mistakenly re-sends the Prime Painting "interior" painting docs previously sent. Morelli/CIFAC reply informs the District, (Suki Huitink) of this mistake and clarifies what contract he is looking for. Assistant Superintendent Nick Heinlein, jumps into the email correspondence to clarify that the exterior painting is for a different building at a different location and not connected to the M&O recent remodel work CIFAC is currently reviewing. Morelli thanks Nick for the clarification and tells him to disregard his request for those documents.

• Exhibit "F" (Email correspondence)

January 20, 2021, Morelli/CIFAC inquires if there is a General Plan or list of Specifications for the project and asks to see them. January 21, 2021, District replied, "We did a Design-Build for that area, there were no plans"

January 22, 2021, Morelli inquires: Did KM Pate oversee all other trades work or just their own? District replied, "Just their own"

Exhibit "G"

February 18, 2021, Morelli/CIFAC makes a third CPRA request and asks to see invoices & payments for the four following contractors: Pyrotection Services, ACCO Engineering,

T. Figg Casework and Prime Painting, which were not available when CIFAC made their original CPRA request.

February 23, 2021, District replies and provides the documents. (The Additional docs were then included along with all corresponding documentation pertaining to each contractor in the appropriate Exhibit "D" 1 through 7 section)

We have mailed a copy of our complaint to the Saugus Union School District and have attached a copy of that letter for your records.

The Construction Industry Force Account Council (CIFAC) is a non-profit organization that represents contractors, contractor associations and the various building trades. As such, we meet the definition of an "interested party" per Public Contract Code Section 22042.

Please feel free to contact Michelle Pickens or Tony Morelli, Southwestern Regional Compliance Manager at amorelli@cifac.org if you should have any questions regarding this complaint. We request that you notify us in writing of the findings of the Commission.

Sincerely,

Michelle Pickens, Executive Director

2420 Martin Road, Suite 250

Fairfield CA, 94534

mpickens@cifac.org

Enclosures: A copy of the letter sent via certified mail to the Saugus Union School District

Exhibits A - G



May 25, 2021

Nick Heinlein, Assistant Superintendent Saugus Union School District 24930 Avenue Stanford Santa Clarita, CA 91355 (661) 294-5300

Re: Request for Commission review of the practices used by Saugus Union School District on the Maintenance & Operations Building Renovation Project, pursuant to Public Contract Code Section 22042.5

Dear Mr. Heinlein,

The Construction Industry Force Account Council (CIFAC) is a non-profit organization that monitors public entities for compliance with the California Public Contract Code. We represent contractors, contractor associations and various building trades.

This letter shall serve as our notice to the Saugus Union School District, that we have submitted a request for review of the procurement practices used by Saugus Union School District on the Maintenance & Operations Building Renovation Project, with the California Uniform Construction Cost Accounting Commission. We believe that the District is not in compliance with Section 22034 of the Public Contract Code concerning this project.

Sincerely,

Michelle Pickens, Executive Director Construction Industry Force Account Council 2420 Martin Road, Suite 250 Fairfield, CA 94534 Mpickens@cifac.org

(800) 755-3354

Cc: CUCCAC

(A) 20 - 145



Attorneys at Law

SAMUEL R. SANTANA

Attorney at Law ssantana@DWKesq.com

Long Beach

June 14, 2021

VIA EMAIL AND U.S. MAIL

Will Clemens, Chairperson
California Uniform Construction Cost Accounting Commission
Office of the State Controller
Local Government Programs and Services Division
Local Government Policy Section
P.O. Box 942850
Sacramento, CA 94250

Email: will@oceanocsd.org

LeeannErrotabere@clovisusd.k12.ca.us

nholt@compton.k12.ca.us peterw@liveoak.xyz jdnunan@gmail.com

Re: Saugus Union School District

District Office and Maintenance & Operations Building ("Sites")
Construction Industry Force Account Council's ("CIFAC") Request for California
Uniform Construction Cost Accounting Commission Review, pursuant to Public
Contract Code Section 22042.5

Our file 7365,1120

Dear Chairperson Clemens:

The Saugus Union School District ("District") is in receipt of CIFAC's request, dated May 25, 2021, for the California Uniform Construction Cost Accounting Commission's ("Commission") review of the District's accounting procedures for the above-referenced Sites.

Public Contract Code sections 22042 and 22042.5 authorize the Commission to review the accounting procedures of any participating public agency where an interested party presents alleged evidence for the four following categories:

- 1. The participating agency performed work after rejection of all bids, claiming work can be done less expensively by the public agency (Section 22042(a));
- The work exceeded the force account limit (Section 22042(b));

SAN FRANCISCO

268 Bush Street, #3234 San Francisco, CA 94104 TEL 415.543.4111 FAX 415.543.4384

LONG BEACH

444 W. Ocean Blvd. Suite 1070 Long Beach, CA 90802 TEL 562.366.8500 FAX 562.366.8505

SAN DIEGO

750 B Street Suite 2600 San Diego, CA 92101 TEL 619.595.0202 FAX 619.702.6202

CHICO

2485 Notre Dame Blvd. Suite 370-A Chico, CA 95928 TEL 530.343.3334 FAX 530.924.4784

SACRAMENTO

555 Capitol Mall Suite 645 Sacramento, CA 95814 TEL 916.978.4040 FAX 916.978.4039

SAN LUIS OBISPO

1065 Higuera Street Suite 301 San Luis Obispo, CA 93401 TEL 805.980.7900 FAX 916.978.4039

BERKELEY

2087 Addison Street 2nd Floor Berkeley, CA 94704 TEL 510.345.6000 FAX 510.345.6100

www.DWKesq.com

Will Clemens
California Uniform Construction Cost Accounting Commission
Office of the State Controller
June 14, 2021
Page 2

- The work was improperly classified as maintenance (Section 22042(c));
 or
- 4. The participating agency did not comply with the informal bidding procedures set forth under Public Contract Code section 22034 (Section 22042.5).

CIFAC incorrectly cites to Public Contract Code section 22042.5 asserting that the District did not comply with the informal bidding procedures, such as failing to advertise under the statute, delegating authority to award informal contracts, and handling bids over \$200,000. None of these situations applies to the projects on the Sites.

Additionally, CIFAC primarily alleges that the District was bid splitting under Public Contract Code section 22033. CIFAC argues, "The project was split into multiple pieces and all contracts were negotiated under the bid threshold...CIFAC believes that the work performed was interdependent upon each other, thereby constituting one project that should have been let to bid." The District disagrees as the various projects constituted different and separate scopes of work on the Sites. CIFAC's letter refers to the *Oxbow* case where CIFAC attempts to erroneously and misleadingly emphasize that construction of a conveyor system was interdependent on the construction of the roof. (*Oxbow Carbon & Minerals, LLC v. Department of Industrial Relations* (2011) 194 Cal.App.4th 538). The *Oxbow* court found that since the construction of the lawful and functional coke receiving and storage facility was paid for in part by public funds, it was a "public" work, and the work performed under both the conveyor system contract and roof contract was subject to the prevailing wage law. (*Id.* at 551.) Here, there are no issues relating to whether the projects on the Sites were subject to prevailing wage law.

Similarly, CIFAC's letter relies on the *Cinema West* case that also examined whether a movie theater and parking lot were considered a completed integrated project for purposes of determining whether prevailing wage law applied. (*Cinema West, LLC v.* Baker (2017) 13 Cal.App.5th 194). There, the movie theater and parking lot were considered part of a complete integrated object and constituted construction done under contract and a public work paid for in part with public funds and subject to prevailing wage law. In both *Oxbow* and *Cinema West*, the issue at hand was whether a project paid for in part by public funds was considered a public work subject to prevailing wage law under Labor Code section 1720. These cases do not provide any insight into the underlying claims made by CIFAC in requesting that the Commission review alleged bid splitting issues.

Moreover, the Commission's California Uniform Public Construction Cost Accounting Act Frequently Asked Questions ("FAQs") explain:

"Section 22033 states: It shall be unlawful to split or separate into smaller work orders or projects any project for the purpose of evading the provisions of this article requiring work to be done by contract after competitive bidding. Separating 'like work' would be permitted only if the total of all the 'like work' is less than \$60,000. If the work is more than \$60,000, it must be advertised and bid according to the provisions of the Act (i.e. bid informally if the total amount is less than \$200,000; bid formally if the total amount exceeds \$200,000)."

Will Clemens
California Uniform Construction Cost Accounting Commission
Office of the State Controller
June 14, 2021
Page 3

Here, the various scopes of work at the Sites do not constitute "like work" or one scope that was divided up in order to intentionally fall under the bid limit. Differing scopes of work, timelines, and products or brands, such as the interior demolition, carpet tile flooring, and furniture installation at the Sites, are not considered bid splitting. In short, the District did not split the projects at the Sites.

Moreover, please note that addressing alleged bid splitting issues, under Section 22033, does not fall under any of the four categories within the Commission's scope of review pursuant to Public Contract Code sections 22042 and 22042.5. Accordingly, the District requests that the Commission remove CIFAC's review request from the Commission's July 29, 2021 meeting agenda and close the matter.

While the projects at the Sites are now completed, the District will nonetheless review its internal processes and work with legal counsel to determine if any steps are needed to strengthen its bond construction program and bidding procedures for future projects. We appreciate your time and attention to this matter.

Sincerely,

DANNIS WOLIVER KELLEY

Samuel R. Santana

SRS:cb

California Uniform Construction Cost Accounting Commission

Will Clemens
General Manager
Oceano Community Services District
Special Districts
Chair-CUCCAC

John Nunan Consultant General Contractors Vice Chair-CUCCAC

Nathaniel Holt
Chief Facilities Officer & Bond
Program Director
Compton Unified School District
School Districts
Secretary-CUCCAC

Eddie Bernacchi President NECA, Politico Group Subcontractors

Leeann Errotabere
Director of Purchasing
Clovis Unified School District
School Districts

Brad Farmer Finance Director City of Emeryville Cities

> Vacant Cities

Steven L. Hartwig
Deputy County Executive for Public
Works and Infrastructure
Sacramento County
Counties

Chad D. Rinde Chief Financial Officer County of Yolo Counties

Hertz Ramirez
Business Manager
Laborers' International Union of
North America

Chuck Poss President Earth Construction & Mining Subcontractors

Jeremy Smith
Deputy Legislative Director
State Building and Construction Trade
Council
Labor

Mary Teichert General Contractors Contractors State License Board Appointed

Peter Worhunsky President & CEO Live Oak Utility Infrastructure, LLC General Contractors 7/8/2021

Samuel R. Santana Attorney at Law Dannis Woliver Kelley 444 W. Ocean Boulevard, Suite 1070 Long Beach, CA 90802

Re: Saugus Union School District

Thank you for your response on behalf of Saugus Union School District (the "District") regarding the Construction Industry Force Council's ("CIFAC") request for a California Uniform Construction Cost Accounting Commission (the "Commission") review of the District's accounting procedures.

Your response indicates that CIFAC's allegations of bid splitting do not fall within the Commission's scope of review. However, we believe the relevant issue as presented by CIFAC is whether the District complied with the informal bidding procedures as required by Public Contract Code section 22034. Such determination is subject to review under Section 22042.5. For this reason, the Commission declines the District's request to remove the review from the Commission's July 29, 2021 agenda at this time. The District will have an opportunity to provide additional input regarding its position at the Commission meeting. We look forward to hearing from you then.

Sincerely,

Will Clemens

Will Clemens, Chair

K.M. Pate Construction, will provide all material, equipment, and labor to complete the renovation in the new Maintenance and Operations building space.

The scope of work is scheduled to begin September 16, 2020 and shall be completed by November 20, 2020.

Utilizing the California Uniform Public Construction Cost Accounting Act, CUPCCAA and in compliance with PCC 20032(a), District staff negotiated the proposal for the subject project.

A proposal from K.M. Pate Construction, was received and negotiated by staff.

Financial Impact:

\$59,775.00 Total paid from the Building Fund

Attachments:

KM Pate Construction 20-21-142

AGREEMENT FOR CONSTRUCTION SERVICES

By and Between

The Saugus Union School District

And

K.M. Pate Construction

For

District Office - Downstairs New M&O Office Area Project

Dated September 16, 2020

AGREEMENT FOR CONSTRUCTION SERVICES

AGREEMENT NUMBER: Saugus Contract # 20-21-142

THIS CONTRACT is made and entered into this 16th day of September, 2020, by and between K.M. Pate Construction ("Contractor") and Saugus Union School District ("District") ("Contract").

 The Contractor shall furnish to the District for a total price of Fifty Nine Thousand Seven Hundred Seventy Five Dollars and 00/100 (\$59,775.00) ("Contract Price"), the following services ("Services" or "Work"):

Provide all labor, material, and equipment required to complete the <u>renovation of the new</u> Maintenance & Operations Department office space.

- Contractor shall perform the Work at District Office, 24930 Avenue Stanford, Santa Clarita, CA 91355 ("Site"). The Project is the scope of Work performed at the Site.
- 3. Work shall commence on September 16, 2020.
- 4. Work shall be completed by November 20, 2020.
- 5. Contractor agrees that if the Work is not completed within the Contract Time and/or pursuant to the completion schedule, construction schedule, or project milestones developed pursuant to provisions of the Contract, it is understood, acknowledged, and agreed that the District will suffer damage which is not capable of being calculated. Pursuant to Government Code section 53069.85, Contractor shall pay to the District, as fixed and liquidated damages for these incalculable damages, the sum of One Hundred Dollars and No Cents (\$100.00) per day for each and every calendar day of delay beyond the Contract Time or beyond any completion schedule, construction schedule, or project milestones established pursuant to the Contract.
- 6. This Contract incorporates by this reference the Terms and Conditions attached hereto. Contractor, by executing this Contract, agrees to comply with all the Terms and Conditions.

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]

EXHIBIT "A"

SCOPE OF WORK

Provide all labor, material, and equipment required to complete the renovation of the new Maintenance & Operations Department office space.

See Exhibit A-2 for estimate.

PROPOSAL

K.M. Pate Construction 25726 Floral Court Valencia, CA 91355 818-266-9275 CA License # 778515 kmpateconst@yahoo.com

Exhibit "A-2"

Saugus Union School District 24930 Avenue Stanford Santa Clarita, CA. 91355

District Maintenance Office Renovation

- 1. Remove specific electrical wiring from all removed wall locations in warehouse office space.
- 2. Isolate all circuit breakers and ready for new office design as per attached new floor plan diagram.
- 3. Remove all existing fluorescence lighting and ready existing switch legs for new locations.
- 4. Remove existing wash station plumbing from interior front room office space.
- 5. Core cut concrete and move drain to new break station location on adjacent wall under existing window.
- 6. Move water supply and take care of vent pipe elimination.
- 7. Remove additional existing electrical outlet locations that are above 30" from floor height.
- 8. Remove additional framing to open up two double door openings, up to 10' ceiling height. (Two opening 8' & second at 13').
- 9. Infill approx. 6' of framing at perimeter wall to warehouse space.
- 10. Fabricate new framing for new walls of two new office spaces.
- 11. Fabricate new walls for new storage room.
- 12. Fabricate new framing for ceiling/upper deck of storage room.
- 13. Remove existing mechanical furnace and metal plenum.
- 14. Remove existing chain link system between warehouse space and maintenance office location.
- 15. Remove existing electrical from cage and relocate to existing compressed air plumbing run from maint office to exterior tilt up wall at compressor location in warehouse. (Electrical line to remain.
- 16. Fabricate 3/4" copper plumbing for existing exterior hose bib. Fasten to same run as compressed air and electrical.
- 17. Install new led light fixtures into new office space and storage room. Per new floor plan diagram attached. (New switches to be 3-way with dimmers in main corridor office space)
- 18. Install Data and Phone lines to new design of two offices and cubical locations.
- 19. Install drywall to all exposed metal framing areas.(Insulation to be installed on perimeter exterior walls)
- 20. Apply mud, tape, skim coat & texture to match existing finish as close as possible. All drywall to be left paint ready. No paint included.



- 21. Remove all old floor material and leave existing concrete sub floor clean and ready to receive new flooring. No new flooring included.
- 22. During this scope of work being performed by K.M. Pate Const. we will work and coordinate work with SUSD HVAC and Fire Sprinkler contractors. Necessary drywall repairs are included by K.M. Pate Const.

Notes: Doors being installed are the existing doors removed and reused. Also 4'x 4' window. All company equipment and related debris will be removed upon completion of scope of work being performed.

Total \$59,775.00

All material is guaranteed to be as specified. All work to be completed in a workman-like manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accidents or delays beyond our control. Owner is to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance. See terms and Conditions.

Acceptance of Proposal:

The above prices, specifications and terms and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined.

Payment to be made as follows:

10% deposit (Maximum \$1000.), 40% due on start date and balance due upon completion of job.

Accepted by authorized agent:

From:

Anthony Morelli

Sent:

Wednesday, September 23, 2020 10:03 AM

To:

'Kathie Pisano'

Cc:

'Lori Rubenstein'

Subject:

★ Maintenance & Operation Off. Contract Award# 20-21-142

Importance:

High

Kathie.

In reviewing this project, I noticed that the District awarded the project under the provisions of the California Uniform Construction Cost Accounting Act (CUCCAA), PCC section 22032 (a) "Negotiated contract".

There is nothing wrong with the District directly negotiating contracts, as long as the project's costs do not exceed \$60,000. This one was is on the bubble and was awarded for \$59,775.00. I'm just wondering if it should have been informally bid?

Thanks for your response to my concern.

Anthony (Tony) Morelli

Southwestern Regional Compliance Manager Construction Industry Force Account Council P.O. Box #2442, Camarillo, California 93011-2442 (805) 419-1543 Fax: (805) 301-8002

Amorelli@CIFAC.org www.cifac.org



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From:

Lori Rubenstein < Irubenstein@saugususd.org > on behalf of Lori Rubenstein

Sent:

Wednesday, September 23, 2020 10:18 AM

To:

Anthony Morelli

Cc:

Kathie Pisano; Nick Heinlein

Subject:

Re: Maintenance & Operation Off. Contract Award# 20-21-142

Anthony:

Thank you for bringing this to my attention. I have forward this to our Assistant Superintendent of Business.

If you have any questions please give me a call.

Thank you,

Lori Rubenstein Director of Project Management Saugus Union School District 24930 Avenue Stanford Santa Clarita, CA 91355 661-294-5300 ex 5154 661-343-2509 Cell

On Wed, Sep 23, 2020 at 10:03 AM Anthony Morelli amorelli@cifac.org wrote:

Kathie,

In reviewing this project, I noticed that the District awarded the project under the provisions of the California Uniform Construction Cost Accounting Act (CUCCAA), PCC section 22032 (a) "Negotiated contract".

There is nothing wrong with the District directly negotiating contracts, as long as the project's costs do not exceed \$60,000. This one was is on the bubble and was awarded for \$59,775.00. I'm just wondering if it should have been informally bid?

Thanks for your response to my concern.

From:

Anthony Morelli

Sent:

Tuesday, December 15, 2020 1:39 PM

To:

'Nick Heinlein'; 'Lori Rubenstein'

Subject:

CPRA request for M&O Project documents

Attachments:

CIFAC CPRA M&O remodel project.docx

Importance:

High

Mr. Heinlein and Ms. Rubenstein,

Re: Maintenance and Operations Building Improvements and Office Remodel Project

The Construction Industry Force Account Council is seeking documents responsive to the (attached) CPRA request.

Thank you for your cooperation with our request.

Anthony "Tony" Morelli

Southwestern Regional Compliance Manager

Construction Industry Force Account Council - CIFAC

P.O. Box 2442, Camarillo, CA 93011-2442

M: (805) 419-1543 | F: (805) 301-8002

Amorelli@cifac.org www.cifac.org



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December 15, 2020

Nick Heinlein, Assistant Superintendent Lori Rubenstein, Director, Project Management Saugus Union School District (SUSD) 24930 Avenue Stanford Santa Clarita, CA 91355

Via email Nheinlein@saugususd.org Irubenstein@saugususd.org

Re: Maintenance and Operations Building Improvements and Office Remodel

Mr. Heinlein and Ms. Rubenstein,

The Construction Industry Force Account Council (CIFAC) is a construction industry-supported organization dedicated to Public Contract Code compliance and education. We promote competitive bidding on public works construction projects by using a transparent and objective process.

CIFAC is concerned that your District may be out of compliance with the California Public Contract Code. This letter is to obtain clarification from you regarding our concerns. Please provide copies of the following documents or the legal authority under which you claim exemption:

- 1. Copies of contract(s) between SUSD and <u>all contractors</u> involved with the project including: General Building, Painting, Flooring, HVAC, Fire Sprinkler and any others.
- 2. Copies of all contractor(s) change orders
- 3. Copies of all invoices, submitted for payment by contractors
- 4. Copies of all payments made by SUSD to any/all contractors
- 5. Copies of any/all invoices for material(s) purchased and/or used by SUSD
- 6. Copies of all Labor costs (Time cards) for any portions of work performed by SUSD employees

We are requesting these documents per the California Public Records Act; Government Code 6250, et seq. and, therefore, will expect a reply by January 4, 2021. (I have provided additional days due to Holidays. Documents may also be sent electronically via email)

Thank you for your prompt reply to this letter. Please contact me if you have any questions.

Anthony "Tony" Morelli
Southwestern Regional Compliance Manager
Construction Industry Force Account Council
PO Box 2442 Camarillo, CA 93011-2442
(805) 419-1543 Amorelli@cifac.org

From:

Peter Gaytan <pgaytan@saugususd.org> on behalf of Peter Gaytan

Sent:

Wednesday, December 16, 2020 5:44 PM

To:

amorelli@cifac.org

Cc:

Nick Heinlein; Lori Rubenstein

Subject:

Response to Public Records Act

Mr. Anothony "Tony" Morelli,

RE: Maintenance and Operations Building Improvements and Office Remodel

Please find the attached contract documents requested per the California Public Records Act; Government Code 6250.

Attached you will find:

- 1. Copies of contract(s) between SUSD and all contractors involved with the project including: General Building, Painting, Flooring, HVAC, Fire Sprinkler and any others.
- 2. Copies of all contractor(s) change orders
- 3. Copies of all invoices, submitted for payment by contractors
- 4. Copies of all payments made by SUSD to any/all contractors
- 5. Copies of any/all invoices for material(s) purchased and/or used by SUSD (NOT APPLICABLE)
- 6. Copies of all Labor costs (Time cards) for any portions of work performed by SUSD employees (NOT APPLICABLE)



Thank you

Warm Regards, Peter Gaytan Facilities Maintenance Manager Saugus Union School District (661)294-5390

AGREEMENT FOR CONSTRUCTION SERVICES

By and Between

The Saugus Union School District

And

K.M. Pate Construction

For

District Office - Downstairs New M&O Office Area Project

Dated September 16, 2020

AGREEMENT FOR CONSTRUCTION SERVICES

AGREEMENT NUMBER: Saugus Contract # 20-21-142

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- 6. This Contract incorporates by this reference the Terms and Conditions attached hereto. Contractor, by executing this Contract, agrees to comply with all the Terms and Conditions.

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]

EXHIBIT "A" SCOPE OF WORK

Provide all labor, material, and equipment required to complete the renovation of the new Maintenance & Operations Department office space.

See Exhibit A-2 for estimate.

PROPOSAL

K.M. Pate Construction 25726 Floral Court Valencia, CA 91355 818-266-9275 CA License # 778515 kmpateconst@yahoo.com

Saugus Union School District 24930 Avenue Stanford Santa Clarita, CA. 91355

District Maintenance Office Renovation

- 1. Remove specific electrical wiring from all removed wall locations in warehouse office space.
- 2. Isolate all circuit breakers and ready for new office design as per attached new floor plan diagram.
- 3. Remove all existing fluorescence lighting and ready existing switch legs for new locations.
- 4. Remove existing wash station plumbing from interior front room office space.
- 5. Core cut concrete and move drain to new break station location on adjacent wall under existing window.
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- 11. Fabricate new walls for new storage room.
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Notes: Doors being installed are the existing doors removed and reused. Also 4'x 4' window. All company equipment and related debris will be removed upon completion of scope of work being performed.

Total \$59,775.00

All material is guaranteed to be as specified. All work to be completed in a workman-like manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accidents or delays beyond our control. Owner is to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance. See terms and Conditions.

Acceptance of Proposal:

The above prices, specifications and terms and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined.

Payment to be made as follows:

10% deposit (Maximum \$1000.), 40% due on start date and balance due upon completion of job.

Accepted by authorized agent:

K M Pate Construction 25726 Floral Court Valencia, CA 91355 License # 778515

661-255-9632

kmpateconst@vahoo.com

INVOICE

TO:

Saugus Union School District 24930 Ave Stanford Valencia, CA 91355

Invoice #

2260

Invoice Date

7/31/2020

Due Date

7/31/2020

Service	Description 20-21-096 District office demo	\$12,000.00	1	\$12,000.00
5% Retention	20-21-096	600	1	-\$600.00
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	DOC#	A Commence		
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Original Contract Amt is \$120	000.00 PO# 101	90000000000000000000000000000000000000		

Less 5% retention of 600.00

SAUGUS UNION SCHOOL DISTRICT SIGNATURE CERTIFIES THE RECEIPT OF GOODS OR SERVICE.

8/4/2020

Subtotal Total

\$11,400.00 \$11,400.00

Amount Paid

Balance Due

DATE

SIGNATURE

64998

SAUGUS UNION SCHOOL DISTRICT

Check Date: 08/18/20			Check No: 20	120015
Invoice Number	Inv Rcvd Date	Document ID	Gross Amount	Paid Amount
2260 DISTRICT OFFICE DOWNSTAIRS DEMO	08/14/20 M&O NEW AREA	PRC-64998-210000000364	11,400.00	11,400.00

Vendor Number	Name		Page Gross Amount	Page Paid Amount
0000100463	KENNETH M PATE		\$11,400.00	\$11,400.00
	Disbursement Doc ID	Total Gross Amount	Total Discounts	Total Paid Amount
	AD-64998-210000000678	\$11,400.00	\$0.00	\$11,400.00

For more information about this payment, please contact The Accounts Payable Unit at (661) 294-5300

CASHIER ALERT: THIS DOCUMENT HAS A TRUE AND ARTIFICIAL WATERMARK AND A THERMOCHROMATIC HEAT SENSITIVE SPOT



Los Angeles County

SAUGUS UNION SCHOOL DISTRICT ATTN ACCOUNTS PAYABLE 24930 AVENUE STANFORD SANTA CLARITA, CA 91355 PAYABLE AT STIBANX NA SNE PENN'SWAY NEW CASTLE DE 19720 62-20/311

20120015

Date [ssued: 08/18/20 Amount

THE TREASURER OF LOS ANGELES COUNTY will pay exactly:

\$11,400.00***

****FLEVEN THOUSAND FOUR HUNDRED US DOLLARS****

WARRANTCLEARANCE FUND FOR DURBENT FISCAL YEAR THIS WARRANT IS VOID AFTER SIX MONTHS FROM DATE ISSUED WE CERTIFY THAT THE IS A LEGAL ORDER LAWFULLY DRAWN ASSANST THE PLAIDS OF THE DISTRICTMOENCY.

Will pay to: KENNETH M PATE

25726 FLORAL COURT VALENCIA, CA 81355 FOR GOVERNING BOARD OF DISTRICTIAGENCY
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Jahren Anith

DESUTY

K M Pate Construction 25726 Floral Court Valencia, CA 91355 License # 778515 **INVOICE** 661-255-9632 kmpateconst@yahoo.com TO: Saugus Union School District Invoice # 2262 24930 Ave Stanford Valencia, CA 91355 Invoice Date 9/8/2020 Due Date 9/8/2020 Service 20-21-096 600 \$600.00 SAUGUS UNION SCHOOL DISTRICT SIGNATURE CERTIFIES THE RECEIPT OF GOODS OR SERVICE. Peter Gaytan 9/10/2020 NOTES: SIGNATURE **Original Contract Amt is**

 Subtotal
 \$600.00

 Total
 \$600.00

 Amount Paid
 \$0.00

 Balance Due
 \$600.00

DOC#21-1347 ISSUE DATE: 9183DO

\$12000.00

Balance remaining \$ 600.00

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SAUGUS UNION SCHOOL DISTRICT

09/23/20

Check Date: 09/25/20 20129779 Check No: Invoice Number Inv Rcvd Date Document ID **Gross Amount** Paid Amount

DISPRICT OFFICE 1ST FL M&O

PRC-64998-210000001243

600.00

600.00

Vendor Number	Name		Page Gross Amount	Page Paid Amount
0000100463	KENNETH M PATE		\$600,00	\$600.00
	Disbursement Doc ID	Total Gross Amount	Total Discounts	Total Paid Amount
	AD-64998-210000001289	\$600.00	\$0.00	\$600.00

For more information about this payment, please contact The Accounts Payable Unit at (661) 294-5300

CASHIER ALERT. THIS DOCUMENT HAS A TRUE AND ARTIFICIAL WATERMARK AND A THERMOCHROMATIC HEAT SENSITIVE SPOT.

Los Angeles County .

SAUGUS UNION SCHOOL DISTRICT AFTN: ACCOUNTS PAYABLE 24930 AVENUE STANFORD SANTA CLARITA, CA 91355

PAYABLE AT: CITIBANK N.A. ONE PENN'S WAY. NEW CASTLE, DE 19720 62-20/311

20129779 Date Issued: 09/25/20 Amount

THE TREASURER OF LOS ANGELES COUNTY will pay exactly:

\$600.00***

****SIX HUNDRED US DOLLARS****

FOR CURRENT FISCAL YEAR THIS WARRANT IS VOID AFTER SIX MONTHS TROM DATE ISSUED WE CERTIFY THAT THIS IS A LEGAL ORDER LAWFULLY DRAWN AGAINST THE FLANDS OF THE DISTRICTIAGENCY.

FOR GOVERNING BOARD OF DISTRICT/AGENCY

INTENDENT OF SCHOOLS

EXAMINED, APPROVED AND ALLOWED DEBITA DUARDO, M.S.W., ELD., COUNTY

Will pay to:

KENNETH M PATE K M PATE CONSTRUCTION 25726 FLORAL COURT VALENCIA, CA 91355

K M Pate Construction 25726 Floral Court Valencia, CA 91355 License # 778515

661-255-9632

kmpateconst@yahoo.com

INVOICE

TO:

Saugus Union School District 24930 Avenue Stanford Santa Clarita, CA 91355 Invoice #

2264

Invoice Date

10/27/2020

Due Date

10/27/2020

ttem.	Description	Unit Price Quant	ty Amount
20-21-142 *	Reno MO	\$22,714.50	1 \$ 22,714.50

NOTES:

Contract Amt \$59775.00 2nd 40% Due = \$23910.00 Less 5% Ret. \$1195.50 Second Draw \$22714.50

10/27/2020

 Subtotal
 \$22,714.50

 Total
 \$22,714.50

 Amount Paid
 \$0.00

 Balance Due
 \$22,714.50

210.00.00g

155UE DATE: U 3/30 155UE DATE: U 3/30 150# 70/2/564 64998

SAUGUS UNION SCHOOL DISTRICT

Check Date: 11/05/20 Check No: 20140215 Invoice Number Inv Royd Date Document ID Gross Amount Paid Amount 11/03/20

DISTRICT OFFICE NEW M&O AREA

PRC-64998-210000002048

22,714.50

22,714.50

Vendor Number	Name		Page Gross Amount	Page Paid Amount
0000100463	KENNETH M PATE		\$22,714.50	\$22,714.50
	Disbursement Doc ID	Total Gross Amount	Total Discounts	Total Paid Amount
44.00 (874)	AD-64998-210000001896	S22,714.50	\$0.00	\$22,714.50

For more information about this payment, please contact The Accounts Payable Unit at (661) 294-5300

CASHIER ALERT: THIS DOCUMENT HAS A TRUE AND ARTIFICIAL WATERMARK AND A THERMOCHROMATIC HEAT SENSITIVE SPOT.

Los Angeles County SAUGUS UNION SCHOOL DISTRICT
ATTN ACCOUNTS PAYABLE
24930 AVENUE STANFORD

PAYABLE AT CITIBANK N.A. ONE PENN'S WAY NEW CASTLE, DE 19720 62-20/311

20140215

Date Issued: 11/05/20 Amount

\$22,714,50***

THE TREASURER OF LOS ANGELES COUNTY will pay exactly:

SANTA CLARITA, CA 91355

****TWENTY-TWO THOUSAND SEVEN HUNDRED FOURTEEN AND 50/100 US DOLLARS****

WARRANTCLEARANCE FUND FOR CURRENT FISCAL YEAR THIS WARRANT IS VOID AFTER

KENNETH M PATE K M PATE CONSTRUCTION

25726 FLORAL COURT VALENCIA, CA 91355

WE CERTIFY THAT THIS IS A LEGAL ORDER LAWFULLY DRAWN AGAINST THE FLADS OF THE DESTRICTIONERS.

FOR GOVERNING BOARD DISTRICTAGENCY

EXAMINED APPROVED AND ALLOAMED DEBRA DUARDO, M.S.W., Ed.D., COUNTY SUPERINTENDENT OF SCHOOLS

_ DÉPUTY

K M Pate Construction 25726 Floral Court Valencia, CA 91355 License # 778515

661-255-9632

kmpateconst@yahoo.com

INVOICE

TO:

Saugus Union School District

24930 Avenue Stanford

Santa Clarita, CA 91355

Invoice #

Invoice Date

9/24/2020

Due Date

9/24/2020

2263

20-21-142	Rena MO	\$22,714.50	1 \$ 22,714.50
Item	Description	Unit Price Quant	ity Amount

Peter Gaytan

NOTES:

Contract Amt \$59775.00

40% Due = \$23910.0

Less 5% Ret. \$1195.50

First Draw \$22714.50

Subtotal \$22,714.50

Total \$22,714.50

Amount Paid \$0.00

Balance Due

Check Date: 10/06/20 Check No: 20132241

Invoice Number Inv Revd Date Document 1D Gross Amount Paid Amount

PRC-64998-210000001564 2263 10/02/20 22,714.50 22,714,50 KICT OFFICE IST FL NEW M&O AREA DIST

Vendor Number	Name		Page Gross Amount	Page Paid Amount
0000100463	KENNETH M PATE		\$22,714.50	\$22,714.50
	Disbursement Doc ID	Total Gross Amount	Total Discounts	Total Paid Amount
	AD-64998-210000001473	\$22,714.50	\$0.00	522,714.50

For more information about this payment, please contact The Accounts Payable Unit at (661) 294-5300

CASHIER ALERT: THIS DOCUMENT HAS A TRUE AND ARTIFICIAL WATERMARK AND A THERMOCHROMATIC HEAT SENSITIVE SPOT.

Los Angeles County:

SAUGUS UNION SCHOOL DISTRICT AFTN ACCOUNTS PAYABLE 24930 AVENUE STANFORD SANTA CLARITA, CA 91355

CITIBANK N.A. ONE PENNS WAY: NEW CASTLE, DE 19720 62-20/311

20132241 Date Issued: 10/06/20

THE TREASURER OF LOS ANGELES COUNTY will pay exactly:

Amount

\$22,714.50***

****TWENTY-TWO THOUSAND SEVEN HUNDRED FOURTEEN AND 50/100 US DOLLARS****

IR CURRENT FISCAL YEAR IS WARRANT IS VOID AFTER K MONTHS FROM DATE ISSUED

KENNETH M PATE K M PATE CONSTRUCTION

25726 FLORAL COURT VALENCIA, CA 91355

WE CERTIFY THAT THIS IS ALSO LONDER LAWFRICH

FOR GOVERNING BOARD OF DISTRICTIAGENCY

Example). Approved and allowed Debra Duardo, M.E.W., Ed.D., County superintendent of schools

DEPLITY

Saugus Union School District

9-15-2020 Agenda

III.F.8. Pyrotection Specialist, Inc. (Saugus Contract # 20-21-119) Fire Alarm Relocation/Installation for the Maintenance and Operations Office Space at the District Office

Rationale:

The new office space at the District Office has been reconfigured and needs to have <u>additional</u> fire alarm devices installed and relocated to bring up to code. Pyrotection Specialist, Inc. will provide all material, equipment, and labor to complete the installation and relocation of the fire alarm devices in the new Maintenance and Operations office space.

The scope of work is scheduled to begin September 16, 2020 and shall be completed by November 30, 2020.

Utilizing the California Uniform Public Construction Cost Accounting Act, CUPCCAA and in compliance with PCC 20032(a), District staff negotiated the proposal for the subject project.

A proposal from Pyrotection Specialist, Inc. was received and negotiated by staff.

Financial Impact:

\$6,425.00 Total paid from the Building Fund

NOTICE OF AWARD

Dated: September 16, 2020

To: Pyrotection Specialists, Inc. (Contractor)

25570 Rye Canyon Road, Suite E

Valencia, CA 91355

From: Governing Board ("Board") of Saugus Union School District ("District")

PROJECT: District Office - Fire Alarm Installation, 1st Floor, New M&O Area, CONTRACT # 20-21-119

Contractor has been awarded the referenced Contract on September 16, 2020.

By action of the District's Board. The Contract Price is Six Thousand Four Hundred Twenty Five Dollars and 00/100 (\$6,425.00).

You must comply with the following conditions within SEVEN (7) calendar days of the date of this Notice of Award.

MANDATORY REQUIREMENTS

The Contractor shall execute and submit the following documents by 4:00 p.m. of the SEVENTH (7th) calendar day following the date of the Notice of Award:

- 1. Performance Bond (100%): On the form provided in the Contract Documents and fully executed as indicated on the form.
- 2. Payment Bond (Contractor's Labor & Material Bond) (100%): On the form provided by the District and fully executed as indicated on the form.
- 3. Insurance Certificates and Endorsements as required (if not already submitted).

Failure to comply with these conditions within the time specified will entitle District to consider your bid abandoned, to annul this Notice of Award, and to declare your Bid Security forfeited, as well as any other rights the District may have against the Contractor.

After you comply with those conditions, District will return to you one fully signed counterpart of the Agreement.

SAUGUS UNION SCHOOL DISTRICT

Nick Heinlein.

Assistant Superintendent of Business

END OF DOCUMENT

SAUGUS UNION SCHOOL DISTRICT

NOTICE OF AWARD DOCUMENT 00 51 00-1

AGREEMENT FOR CONSTRUCTION SERVICES

AGREEMENT NUMBER: Saugus Contract # 20-21-119

THIS CONTRACT is made and entered into this 16th day of September, 2020, by and between Pyrotection Specialists, Inc. ("Contractor") and Saugus Union School District ("District") ("Contract").

The Contractor shall furnish to the District for a total price of Six Thousand Four Hundred Twenty
Five Dollars and 00/100 (\$6,425.00) ("Contract Price"), the following services ("Services" or
"Work"):

Provide all labor and materials to complete the installation of new/relocation of the existing fire alarm equipment, and bring up to code.

- Contractor shall perform the Work at District Office, 24930 Avenue Stanford, Santa Clarita, CA 91355 ("Site"). The Project is the scope of Work performed at the Site.
- 3. Work shall commence on September 16, 2020.
- 4. Work shall be completed by November 30, 2020.
- 5. Contractor agrees that if the Work is not completed within the Contract Time and/or pursuant to the completion schedule, construction schedule, or project milestones developed pursuant to provisions of the Contract, it is understood, acknowledged, and agreed that the District will suffer damage which is not capable of being calculated. Pursuant to Government Code section 53069.85, Contractor shall pay to the District, as fixed and liquidated damages for these incalculable damages, the sum of One Hundred Dollars and No Cents (\$100.00) per day for each and every calendar day of delay beyond the Contract Time or beyond any completion schedule, construction schedule, or project milestones established pursuant to the Contract.
- 6. This Contract incorporates by this reference the Terms and Conditions attached hereto. Contractor, by executing this Contract, agrees to comply with all the Terms and Conditions.

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]

7. This Contract incorporates by this reference the Contract Documents attached hereto. Contractor, by executing this Contract, agrees to comply with all obligations set forth in the Contract Documents. The Contract Documents include only the following documents, as indicated:

X	x Exhibit "A" ("Scope of Work")				
	X	Contractor's Proposal (for fees only)			
X	Exh	ibit "B" items as checked:			
	X	Noncollusion Declaration		Roofing Project Certification	
Mealster extent	x	Prevailing Wage Certification	×	Designated Subcontractors List	
	×	Workers' Compensation Certification	×	Insurance Certificates and Endorsements	
	×	Criminal Background Investigation / Fingerprinting Certification		Performance Bond (Over \$25,000)	
**************************************	×	Drug-Free Workplace Certification		Payment Bond (Over \$25,000)	
***************************************	X.	Tobacco-Free Environment Certification		Specifications	
arosasia oreotom	×	Asbestos & Other Hazardous Materials Certification	X	Plans Floor Plan enail. to PET by Peter Coyton	
Voltersterne	***************************************	Lead-Product(s) Certification			
X	Ad	ditional Contract Documents	***************************************		
	×	Notice of Award	х	Notice to Proceed	

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- 8. Contractor shall not commence the Work under this Contract until the Contractor has submitted and the District has approved the performance bond, payment (labor and material) bond, the certificate(s) and affidavit(s), and the endorsement(s) of insurance required under the Terms and Conditions and the District has issued a Notice to Proceed.
- 9. Payment for the Work shall be made in accordance with the Terms and Conditions.
- 10. The architect for the Project is N/A ("Architect"), the project manager on the Project is Peter Gaytan, Facilities Maintenance Manager ("Project Manager"), and the project inspector on the Project is N/A ("Project Inspector"). Contractor hereby acknowledges that the Architect, the Project Manager, the Project Inspector, and the Division of the State Architect have authority to approve and/or suspend Work if the Contractor's Work does not comply with the requirements of the Contract Documents, Title 24 of the California Gode of Regulations, and all applicable laws. No work shall be carried on except with the knowledge and under the inspection of said Project Inspector. Project Inspector shall have free access to any or all parts of work at any time. Contractor shall furnish Project Inspector reasonable opportunities for obtaining such information as may be necessary to keep Project Inspector fully informed respecting progress, manner of work, and character of materials. The Contractor shall be liable for any delay caused by its non-compliant Work or its failure to provide proper notification for inspection.

11. Inspection and acceptance of the Work shall be performed by N/A.

12. Any notice required or permitted to be given under this Contract shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile or email, addressed as follows:

District

Saugus Union School District

ATTN: Peter Gaytan

Facilities Maintenance Manager

24930 Avenue Stanford

Santa Clarita, CA 91355

pgaytan@saugususd.org

Contractor

Pyrotection Specialists, Inc.

ATTN: Tim Olson

25570 Rye Canyon Road, Suite E

Valencia, CA 91355

PHONE: 661-294-9286

Tim@psi-integration.com

Any notice personally given or sent by facsimile or email shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

- 13. Contractor shall guarantee all labor and material used in the performance of this Contract for a period of two (2) years from the date of the District's written approval of the Work.
- 14. The District has contracted for use of Procore Construction Management Software ("Procore Software") in connection with the Project (and other public projects undertaken by the District) at the District's discretion. Notwithstanding anything to the contrary in this Agreement, the Contractor and all Contractor's Sub Contractors shall use the District's Procore Software account for purposes associated with the Project, including, without limitation, to upload Project information and to respond to RFI's, change order requests, payment requests, et cetera. In order to authorize the Contractor's and Contractor's Sub Contractors representatives to use the District's Procore Software account, the Contractor shall provide to the District the name and email address of each of the representatives who will be authorized to use such account, and the District will provide such information to Procore. The Contractor and each Contractor's Sub Contractor shall designate representatives for purposes of the Procore Software who have knowledge and experience with respect to use of construction management software.
- 15. Each party has the full power and authority to enter into and perform this Contract, and the person signing this Contract on behalf of each party has been properly authority and empowered to enter into this Contract.
- 16. By signing this Contract, Contractor certifies, under penalty of perjury, that all the information provided in the Contract Documents is true, complete, and correct.

ACCEPTED AND AGREED on the date indicated below	
Dated: Sept 15, 2020	Dated: 9/9 2020
Saugus Union School District	Pyrotection Specialists, Inc.
Signature:	Signature:
Nick Heinlein,	Print Name: Tia Olson
Asst. Superintendent of Business	Print Title: President
24930 Avenue Stanford, Santa Clarita, CA 91355	License No.: 5730 25
Telephone: (661) 294-5300	Registration No.: 100006888
Facsimile: (661) 294-7525	Address: 25570 Rye Conyon Rd. # E
E-Mail: nheinlein@saugususd.org APPROVED BY BOARD	Ielephone: <u>Valencia</u> , <u>CA</u> 91355 Faesimille: (661) 294-9187
SEP 1 5 2020 BY: ST	E-Mail: time psi-integration co
Information regarding Contractor:	
Type of Business Entity:	95-4250995
individual	Employer Identification and/or
Sole Proprietorship	Social Security Number
Partnership	
Limited Partnership	NOTE: Section 6041 of the Internal Revenue
Corporation, State: ○人	Code (26 U.S.C. 6041) and Section 1.6041-1
Limited Liability Company	of Title 26 of the Code of Federal
Other:	Regulations (26 C.F.R. 1.6041-1) requires the recipients of \$600.00 or more to furnish
	their taxpayer information to the payer. In order to comply with these requirements, the District requires the Contractor to furnish the information requested in this

section.

PYROTECTION SPECIALISTS, INC. (661) 294-9187 25570 RYE CANYON ROAD #E VALENCIA, CA 91355

Invoice

Date	Invoice #
10/30/2020	112338

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SAUGUS UNIFIED SCHOOL DISTRICT 24930 AVENUE STANFORD SANTA CLARITA, CA 91350

PO#301 21.51

		P.O. No.	Terms	Project
		20-21-119	Net 30	C9405 - P WAGE FI
Quantity	Description		Rate	Amount
*	50% OF CONTRACT AMOUNT NOW DUE FOR I INSTALLATION SAUGUS CONTRACT # 20-21-119 DISTRICT OFFICE - FIRE ALARM INSTALLATI FLOOR, NEW M&O AREA PROJECT	1000 1000 1000 1000 1000 1000 1000 100	3.212.50	3,212.5
	Sales Tax Included	турууна сасагалын аналынын аналын	9.90%	0.0
	Peter gaytan 11/12/2020			
appreciate your pro			Total	\$3.212.

A LATE FEE OF \$25 AND INTEREST AT 18% WILL BE CHARGED IF NOT PAID WITHIN THE TERMS.

CREDIT CARD AUTHORIZATION ON BACK OF THIS INVOICE

21.0.000 d. 5500-6250-0 210.00

SAUGUS UNION SCHOOL DISTRICT

20144350 Check Date: 11/20/20 Check No:

Invoice Number Inv Revd Date Document ID Gross Amount Paid Amount

112338 DISTRICT OFFICE 1ST FL NEW M&O AREA 11/13/20 PRC-64998-210000002289

3,212.50

3,212.50

Vendor Number	Name		Page Gross Amount	Page Paid Amount
0000041333	PYROTECTION SPECIALISTS, INC.		\$3,212.50	\$3,212.50
	Disbursement Dot ID To	otal Gross Amount	Total Discounts	Total Paid Amount
	AD-64998-210000002349	\$3,212.30	\$0.00	\$3,212.50

For more information about this payment, please contact The Accounts Payable Unit at (661) 294-5300

CASHIER ALERT: THIS DOCUMENT HAS A TRUE AND ARTIFICIAL WATERMARK AND A THERMOCHROMATIC HEAT SENSITIVE SPOT.

Los Angeles County

SAUGUS UNION SCHOOL DISTRICT ATTN: ACCOUNTS PAYABLE 24930 AVENUE STANFORD SANTA GLARITA, CA 91355

THE TREASURER OF LOS ANGELES COUNTY will pay exactly:

PAYABLE AT CITIBANK N.A. ONE PENERE WAY NEW CASTLE, DE 19720 62-20/311

20144350

Date Issued: 11/20/20 Amount

\$3,212.50***

****THREE THOUSAND TWO HUNDRED TWELVE AND 50/100 US DOLLARS****

WARRANTOLEARANCE FUND FOR CURRENT FISCAL YEAR THIS WARRANT IS VOID AFTER

WE CERTIFY THAT THIS IS A LEGAL ORDER LAWFULLY DRAWN AGAINST THE FUNDS OF THE DISTRICT/AGENCY

DEPLITY

PYROTECTION SPECIAL ISTS.

25570 RYE CANYON ROAD, SUITE E VALENCIA, CA 91355-1180

PYROTECTION SPECIALISTS, INC.

(661) 294-9187 25570 RYE CANYON ROAD #E VALENCIA, CA 91355

Invoice

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Bill To

SAUGUS UNIFIED SCHOOL DISTRICT 24930 AVENUE STANFORD SANTA CLARITA, CA 91350

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Martin County Marie 1865	anda bastaran 🐧 🤼	l To	otal	\$3.212.5

A LATE FEE OF \$25 AND INTEREST AT 18% WILL BE CHARGED IF NOT PAID WITHIN THE TERMS.
CREDIT CARD AUTHORIZATION ON BACK OF THIS INVOICE

42m (°32) -

64998

SAUGUS UNION SCHOOL DISTRICT

Check Date: 12/16/20 20150713 Check No: Inv Revd Date Invoice Number Document ID **Gross Amount** Paid Amount 112338 RETENTION FINAL DISTRICT OFFICE 1ST PLNEW M&O 12/11/20 PRC-64998-210000002812 3,212.50 3.212.50

Vendor Number			Name		Page Gross Amount	Page Paid Amount
0000041333	PYROTECTION	SPECIALISTS, INC.			\$3,212,50	\$3,212,50
		Disbursement Doc	iD	Total Gross Amount	Total Discounts	Total Paid Amount
		AD-64998-2100000	02744	\$3,212.50	\$0.00	\$3,212.50

For more information about this payment, please contact The Accounts Payable Unit at (661) 294-5300

CASHIER ALERT: THIS DOCUMENT HAS A TRUE AND ARTIFICIAL WATERMARK AND A THERMOCHROMATIC HEAT SENSITIVE SPOT.

Will pay to:

Los Angeles County

SAUGUS UNION SCHOOL DISTRICT ATTN: ACCOUNTS PAYABLE 24930 AVENUE STANFORD SANTA CLARITA, CA 91355

THE TREASURER OF LOS ANGELES COUNTY will pay exactly:

PAYABLE AT: CITE ANK NA ONE PENNS WAY NEW CASTLE, DE 19720

62-20/311

20150713 Date Issued: 12/16/20

Amount

\$3,212.50***

****THREE THOUSAND TWO HUNDRED TWEEVE AND 50/100/US DOLLARS****

MARRANTOLEARANCE PLAND FOR CURRENT FISCAL YEAR THIS WARRANT IS VOID AFTER SIX MONTHS FROM DATE ISSUED

PYROTECTION SPECIALISTS. INC

25570 RYE CANYON ROAD, SUITE E VALENCIA, CA 91355-1180

WE CERTIFY THAT THE DRAWN AGAINST THE

FOR DOVERNMENT SOARC OF DISTRICT/AGENCY

PREPARENT OF SCHOOLS

Saugus Union School District

9-29-2020 Agenda

III.F.6. Apex Fire Protection (Saugus Contract # 20-21-151) Fire Alarm Sprinkler Relocation/Installation Maintenance and Operations Office Space

Rationale:

The new office space has been reconfigured and needs to have additional fire sprinkler devices installed and existing devices relocated in order to bring the space to code. Apex Fire Protection will provide all material, equipment, and labor to complete the installation and relocation of the fire alarm sprinkler devices in the new Maintenance and Operations office space.

The scope of work is scheduled to begin September 30, 2020 and shall be completed by November 30, 2020.

Utilizing the California Uniform Public Construction Cost Accounting Act, CUPCCAA and in compliance with PCC 20032(a), District staff negotiated the proposal for the subject project.

Financial Impact:

\$24,300.00 Total paid from Building Fund

NOTICE OF AWARD

Dated: September 30, 2020

To: Apex Fire Protection (Contractor)

2155 Verdugo Blvd. #220 Montrose, CA 91020

From: Governing Board ("Board") of Saugus Union School District ("District")

PROJECT: District Office - 1st Floor New M&O Area Fire Sprinklers, CONTRACT # 20-21-151

Contractor has been awarded the referenced Contract on September 30, 2020.

By action of the District's Board. The Contract Price is Twenty Four Thousand Three Hundred Dollars and 00/100 (\$24,300.00).

You must comply with the following conditions within SEVEN (7) calendar days of the date of this Notice of Award.

MANDATORY REQUIREMENTS

The Contractor shall execute and submit the following documents by 4:00 p.m. of the SEVENTH (7th) calendar day following the date of the Notice of Award:

- 1. Performance Bond (100%): On the form provided in the Contract Documents and fully executed as indicated on the form.
- 2. Payment Bond (Contractor's Labor & Material Bond) (100%): On the form provided by the District and fully executed as indicated on the form.
- 3. Insurance Certificates and Endorsements as required (if not already submitted).

Failure to comply with these conditions within the time specified will entitle District to consider your bid abandoned, to annul this Notice of Award, and to declare your Bid Security forfeited, as well as any other rights the District may have against the Contractor.

After you comply with those conditions, District will return to you one fully signed counterpart of the Agreement.

BY Wil A.

Nick Heinlein,

Assistant Superintendent of Business

END OF DOCUMENT

SAUGUS UNION SCHOOL DISTRICT

NOTICE OF AWARD DOCUMENT 00 51 00-1



Customer

Apex Fire Protection



2155 YERDUGO BLVD. #220 MONTROSE, CA CA91020 (818) 266-9151 fax (818) 547-0911

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Name Address City Phone	SAUGUS UNION SCHOOL DISTRICT 24930 Avenue Stanford Santa Clarita, Ca 91355 661-294-5300	Date Order No. Rep FOB	11/20/2020
Qby	Description	Unit Price	TOTAL
•	SAUGUS UNION SCHOOL DISTRICT CONTRACT #20-21-151 24930 Avenue Stanford Santa Clarita, Ca 913	\$24,300.00	
	Completed to Date ~ 100% - Less 5% Retention —	\$24,300.00 \$1,215.00	
1	DUE THIS BILLING	\$23,085.00	\$23,085.00
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	Peter Gaytan 11/23/2020		
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ALL INVOICES DUE IN 30 DAYS.

210.00-007 Pro 100-9010.0-0-8500

Check Date: 12/01/20 Check No: 20145945 Invoice Number Inv Revd Date Document ID **Gross Amount** Paid Amount 11/24/20 PRC-64998-210000002477 23,085.00 23,085,00 DISTRICT OFFICE 1ST FLOOR NEW M&O AREA

Vendor Number	Name		Page Gross Amount	Page Paid Amount
0000042427	APEX FIRE PROTECTION		\$23,085.00	\$23,085.00
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	AD-64998-210000002529	\$23,085.00	\$0.00	\$23,085.00

For more information about this payment, please contact The Accounts Payable Unit at (661) 294-5300

CASHIER ALERT: THIS DOCUMENT HAS A TRUE AND ARTIFICIAL WATERMARK AND A THERMOCHROMATIC HEAT SENSITIVE SPOT.



Los Angeles County

SAUGUS UNION SCHOOL DISTRICT ATTN: ACCOUNTS PAYABLE 24930 AVENUE STANFORD SANTA CLARITA, CA 91355

PAYABLE AT. STEPENNSWAY NEW CASTLE, DE 19720

20145945

Date Issued: 12/01/20

Amount \$23,085.00***

THE TREASURER OF LOS ANGELES COUNTY will pay exactly:

****TWENTY-THREE THOUSAND EIGHTY-FIVE US DOLLARS****

WARRANT CLEARANCE FLIND FOR CURRENT FISCAL YEAR THIS WARRANT IS YORD AFTER SIX MONTHS FROM DATE ISSUED WE CERTIFY THAT THIS IS A LEGAL ORDER LAWFULLY DRAWN AGAINST THE FURDS OF THE DISTRICT/AGENCY.

Will pay to:

APEX FIRE PROTECTION

2155 VERDUGO BLVD #220 MONTROSE, CA 91020

FOR COVERNING BOARD OF DISTRICTIAGENCY

OF SCHOOLS



Apex Fire Protection



2155 VERDUGO BLVD, #220 MONTROSE, CA CA91020 (818) 266-9151 fax (818) 547-0911

INVOICE :

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ALL INVOICES DUE IN 30 DAYS.

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SAUGUS UNION SCHOOL DISTRICT

	Check Date: 12/08/20			Check No: 20	148084
	Invoice Number	Inv Revd Date	Document ID	Gross Amount	Paid Amount
<u>;</u>	3976) DISTRICT OFFICE 1ST FLOOR NEW M&O	12/07/20	PRC-64998-210000002711	1,215,00	1,215.00

Vendor Number	Name		Page Gross Amount	Page Paid Amount
0000042427	APEX FIRE PROTECTION		\$1,215.00	\$1,215.00
	Disbursement Doc ID	Total Gross Amount	Total Discounts	Total Paid Amount
	AD-64998-210000002628	\$1,215.00	\$0.00	\$1,215.00

For more information about this payment, please contact The Accounts Payable Unit at (661) 294-5300

CASHIER ALERT: THIS DOCUMENT HAS A TRUE AND ARTIFICIAL WATERMARK AND A

Los Angeles County

SAUGUS UNION SCHOOL DISTRICT ATTN: ACCOUNTS PAYABLE 24930 AVENUE STANFORD SANTA CLARITA, CA 91355

PAYABLE AT: COTEANK N.A. ONE PENN'S WAY NEW CASTLE, DE 19720 62-20/311

20148084

Date Issued: 12/08/20 Amount

\$1,215.00***

THE TREASURER OF LOS ANGELES COUNTY will pay exactly:

****ONE THOUSAND TWO HUNDRED FIFTEEN US DOLLARS****

WARRANTCLEARANCE FUND FOR CURRENT FISCAL YEAR THIS WARRANT IS VOID AFTER

WE CERTIFY THAT THIS IS A LEGAL ORDER LAWFULLY DRAWN AGAINST THE FUNDS OF THE DISTRICT/AGENCY.

Will pay to:

2155 VERDUGO BLVD #220 MONTROSE, CA 91020

FOR GOVERNING BOARD OF DISTRICTIAGENCY EXAMINED, APPROVED AND ALLOWED DEBRA DUARDO, M.S.W. ELD., COUNTY SUPERINTENDENT OF SCHOOLS

Saugus Union School District

9-29-2020 Agenda

III.F.16. ACCO Engineered Systems (Saugus Contract # 20-21-165) <u>HVAC Ducting</u> Relocation/Installation Maintenance and Operations Office Space at the District Office

Rationale:

The new office space has been reconfigured and needs to have the air duct supply vents moved and reconfigured. ACCO Engineered Systems will provide all labor, materials, and equipment to complete the work.

The scope of work is scheduled to begin September 30, 2020 and shall be completed by October 15, 2020.

Utilizing the California Uniform Public Construction Cost Accounting Act, CUPCCAA and in compliance with PCC 20032(a), District staff negotiated the proposal for the subject project.

A proposal from ACCO Engineered Systems was received and negotiated by staff.

Financial Impact:

\$11,567.00 Total paid from Building Fund

AGREEMENT FOR CONSTRUCTION SERVICES

AGREEMENT NUMBER: Saugus Contract # 20-21-165

THIS CONTRACT is made and entered into this 30th day of September, 2020, by and between ACCO Engineered Systems ("Contractor") and Saugus Union School District ("District") ("Contract").

1. The Contractor shall furnish to the District for a total price of Eleven Thousand Five Hundred Sixty-Seven Dollars and No Cents (\$11,567.00) ("Contract Price"), the following services ("Services" or "Work"):

Provide all necessary labor and materials to complete the <u>HVAC duct relocations/additions in the new</u>
M&O office area as outlined in the quote.

- Contractor shall perform the Work at District Office, 24930 Avenue Stanford, Santa Clarita, CA 91355 ("Site"). The Project is the scope of Work performed at the Site.
- 3. Work shall commence on September 30, 2020.
- 4. Work shall be completed by October 15, 2020.
- 5. Contractor agrees that if the Work is not completed within the Contract Time and/or pursuant to the completion schedule, construction schedule, or project milestones developed pursuant to provisions of the Contract, it is understood, acknowledged, and agreed that the District will suffer damage which is not capable of being calculated. Pursuant to Government Code section 53069.85, Contractor shall pay to the District, as fixed and liquidated damages for these incalculable damages, the sum of One Hundred Dollars and No Cents (\$100.00) per day for each and every calendar day of delay beyond the Contract Time or beyond any completion schedule, construction schedule, or project milestones established pursuant to the Contract.
- This Contract incorporates by this reference the Terms and Conditions attached hereto. Contractor, by executing this Contract, agrees to comply with all the Terms and Conditions.

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]

7. This Contract incorporates by this reference the Contract Documents attached hereto. Contractor, by executing this Contract, agrees to comply with all obligations set forth in the Contract Documents. The Contract Documents include only the following documents, as indicated:

X	Exh	nibit "A" ("Scope of Work")	· · ·	
	х	Contractor's Proposal (for fees only)		
X	Exh	i)bit "B" items as checked:		
	Х	Noncollusion Declaration		Roofing Project Certification
	X	Prevailing Wage Certification	х	Designated Subcontractors List
	x	Workers' Compensation Certification	x	Insurance Certificates and Endorsements
************	x	Criminal Background Investigation / Fingerprinting Certification	x	Performance Bond (Over \$25,000)
	х	Drug-Free Workplace Certification	x	Payment Bond (Over \$25,000)
	х	Tobacco-Free Environment Certification		Specifications
	х	Asbestos & Other Hazardous Materials Certification		Plans
		Lead-Product(s) Certification		
X	Adi	ditional Contract Documents	i	
	x	Notice of Award	х	Notice to Proceed

- 8. Contractor shall not commence the Work under this Contract until the Contractor has submitted and the District has approved the performance bond, payment (labor and material) bond, the certificate(s) and affidavit(s), and the endorsement(s) of insurance required under the Terms and Conditions and the District has issued a Notice to Proceed.
- 9. Payment for the Work shall be made in accordance with the Terms and Conditions.
- 10. The architect for the Project is N/A ("Architect"), the project manager on the Project is Peter Gaytan, Facilities Maintenance Manager ("Project Manager"), and the project inspector on the Project is n/a ("Project Inspector"). Contractor hereby acknowledges that the Architect, the Project Manager, the Project Inspector, and the Division of the State Architect have authority to approve and/or suspend Work if the Contractor's Work does not comply with the requirements of the Contract Documents, Title 24 of the California Code of Regulations, and all applicable laws. No work shall be carried on except with the knowledge and under the inspection of said Project Inspector. Project Inspector shall have free access to any or all parts of work at any time. Contractor shall furnish Project Inspector reasonable opportunities for obtaining such information as may be necessary to keep Project Inspector fully informed respecting progress, manner of work, and character of materials. The Contractor shall be liable for any delay caused by its non-compliant Work or its failure to provide proper notification for inspection.
- 11. Inspection and acceptance of the Work shall be performed by n/a.

12. Any notice required or permitted to be given under this Contract shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile or email, addressed as follows:

District

Saugus Union School District ATTN: Peter Gaytan Facilities Maintenance Manager 24930 Avenue Stanford Santa Clarita, CA 91355 pgaytan@saugususd.org

Contractor

ACCO Engineered Systems ATTN: Brian Tockstein 888 East Walnut Street Pasadena, CA 91101 PHONE: 818-244-6571 btockstein@accoes.com

Any notice personally given or sent by facsimile or email shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

- 13. Contractor shall guarantee all labor and material used in the performance of this Contract for a period of two (2) years from the date of the District's written approval of the Work.
- 14. The District has contracted for use of Procore Construction Management Software ("Procore Software") in connection with the Project (and other public projects undertaken by the District) at the District's discretion. Notwithstanding anything to the contrary in this Agreement, the Contractor and all Contractor's Sub Contractors shall use the District's Procore Software account for purposes associated with the Project, including, without limitation, to upload Project information and to respond to RFI's, change order requests, payment requests, et cetera. In order to authorize the Contractor's and Contractor's Sub Contractors representatives to use the District's Procore Software account, the Contractor shall provide to the District the name and email address of each of the representatives who will be authorized to use such account, and the District will provide such information to Procore. The Contractor and each Contractor's Sub Contractor shall designate representatives for purposes of the Procore Software who have knowledge and experience with respect to use of construction management software.
- 15. Each party has the full power and authority to enter into and perform this Contract, and the person signing this Contract on behalf of each party has been properly authority and empowered to enter into this Contract.
- 16. By signing this Contract, Contractor certifies, under penalty of perjury, that all the information provided in the Contract Documents is true, complete, and correct.

ACCEPTED AND AGREED on the date indicated below:	
Dated: <u>Sept. 29</u> 2020	Dated: September 28 2020
Saugus Union School District	ACCO Engineered Systems
Signature: Nul	Signature:
Nick Heinlein,	Print Name: Dan Grumbles
Asst. Superintendent of Business	Print Title: Sales Manager
24930 Avenue Stanford, Santa Clarita, CA 91355	License No.: 120696
Telephone: (661) 294-5300	Registration No.: 1000000546
Facsimile: (661) 294-7525	Address: 888 E. Walnut St. Pasadena, 91101
E-Mail: nheinlein@saugususd.org	Telephone: (800) 998-2226
APPROVED BY BOARD	Facsimile: (818) 548-4402
SEP 2 9 2020	E-Mail: dgrumbles@accoes.com
BY: 88	
nformation regarding Contractor:	
Type of Business Entity:IndividualSole Proprietorship	95-1625123 Employer Identification and/or Social Security Number
Partnership Limited Partnership X Corporation, State: California Limited Liability Company	NOTE: Section 6041 of the Internal Revenue Code (26 U.S.C. 6041) and Section 1.6041-1 of Title 26 of the Code of Federal
Other:	Regulations (26 C.F.R. 1.6041-1) requires the recipients of \$600.00 or more to furnish their taxpayer information to the payer. In order to comply with these requirements, the District requires the Contractor to furnish the information requested in this



___Principal Offices ___

Located throughout the Western U.S.
Established 1934

(800) 998-2226 Southern Region (800) 598-2226 Northern Region INVOICE Facility Services Division

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Page 1 of 1

Corporate Office 888 East Walnut Street | Pasadena, California | 91.101 ists Northern Region

Customer #	Location 1D	Invoice Date	Customer P.O. #	Invoice #
	74838 1040	240 10/30/2620	Contract # 20-21-165	20041532
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	Santa Clarita CA 9135!	5 US	Santa Clarita CA 91355 US	Work Completed
				10/16/2020
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Invoice Description: Saugus Union School District - District Office - 24930 Avanue Stanford, Santa Clarita, CA. ACCO Engineered Systems: performed the TI for the new 1st floor Maintenance 8amp; Operations space in accordance with ACCO approved proposal dated September 24, 2020 and Saugus Union School District Contract #20-21-165.

Peter Gaytan

1/4/2020

PLEASE PAY QUOTED AMOUNT \$11,567.00

165UE DATE: 14481 190# 701 31-127

510:00:00> Fudo

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SAUGUS UNION SCHOOL DISTRICT

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Vendor Number	Name		Page Gross Amount	Page Paid Amount
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**************************************	Disbursement Doc ID	Total Gross Amount	Total Discounts	Total Paid Amount
	AD-64998-210000002985	\$11,567.00	\$0.00	\$11,567.00

For more information about this payment, please contact The Accounts Payable Unit at (661) 294-5300

CASHIER ALERT: THIS DOCUMENT HAS A TRUE AND ARTIFICIAL WATERMARK AND A THERMOCHROMATIC HEAT SENSITIVE SPOT



Los Angeles County

SAUGUS UNION SCHOOL DISTRICT ATTN: ACCOUNTS PAYABLE 24930 AVENUE STANFORD SANTA GLARITA, GA 91355

THE TREASURER OF LOS ANGELES COUNTY will pay exactly:

PAYABLE AT STEPENMENAY 20155216

NEW CASTLE DE 19720 62-20/311

Date Issued: 01/08/21 Amount

\$11,567,00***

****ELEVEN THOUSAND FIVE HUNDRED SIXTY-SEVEN US DOLLARS****

WARRANTCLEARANCE FLAID FOR CURRENT FISCAL YEAR THIS VIARRANT IS VOID AFTER SIX MONTHS FROM DATE ISSUED

Will pay to:

ACCO ENGINEERED SYSTEMS

DEPT 74838, PO BOX 847360 LOS ANGELES, CA 90084

WE CERTIFY THAT THIS IS A LEGAL CHOER LAWFULLY DRAWN AGAINST THE PLATIS OF THE DISTRICT AGENCY

FOR GOVERNMEN WCTWSENCY

EXAMPLED APPROVED AND ALLOWED DEBRA DUARDO, M.S.W., EAD., COUNTY SUPERINTENDENT OF SCHOOLS

DEPUTY

Saugus Union School District

10-13-2020 Agenda

III.F.21. Floor Connection, Inc. (Saugus Contract # 20-21-183) Carpet installation at District Office/New Maintenance & Operations Office

Rationale:

Floor Connection, Inc. will remove the existing carpet and install new Carpet and base cove in the New Maintenance & Operations office space.

The scope of work is scheduled to begin October 14, 2020 and shall be completed by December 15, 2020.

Utilizing the California Uniform Public Construction Cost Accounting Act, CUPCCAA and in compliance with PCC 20032(a), District staff negotiated the proposal for the subject project.

A proposal from Floor Connection Inc. was received in the amount of \$11,489.80.

Financial Impact:

\$11,489.80 Total paid from Building Fund

NOTICE OF AWARD

Dated: October 14, 2020

To: Floor Connection, Inc. (Contractor)

141 Brisco Road

Arroyo Grande, CA 93420

From: Governing Board ("Board") of Saugus Union School District ("District")

PROJECT: M&O New Office Space - Carpet Installation, CONTRACT # 20-21-183

Contractor has been awarded the referenced Contract on October 14, 2020.

By action of the District's Board. The Contract Price is Eleven Thousand Four Hundred Eighty-Nine Dollars and 80/100 (\$11,489.80).

You must comply with the following conditions within SEVEN (7) calendar days of the date of this Notice of Award.

MANDATORY REQUIREMENTS

The Contractor shall execute and submit the following documents by 4:00 p.m. of the **SEVENTH (7th)** calendar day following the date of the Notice of Award:

- 1. Performance Bond (100%): On the form provided in the Contract Documents and fully executed as indicated on the form.
- 2. Payment Bond (Contractor's Labor & Material Bond) (100%): On the form provided by the District and fully executed as indicated on the form.
- 3. Insurance Certificates and Endorsements as required (if not already submitted).

Failure to comply with these conditions within the time specified will entitle District to consider your bid abandoned, to annul this Notice of Award, and to declare your Bid Security forfeited, as well as any other rights the District may have against the Contractor.

After you comply with those conditions, District will return to you one fully signed counterpart of the Agreement.

SAUGUS UNION SCHOOL DISTRICT

Nick Heinlein.

Assistant Superintendent of Business

END OF DOCUMENT



141 Brisco Rd. Arroyo Grande, CA 93420

License # 665417

Invoice

Date	Invoice #
11/30/2020	20201074

Bill To

Saugus Union School District Attn: Accounts Payable 24930 Avenue Stanford Santa Clarita, CA 91355 1000 * 21-2625 1000 * POI al 2360 1000 * POI al 2560 1000 * POI al 2560 1000 * POI al 2560

Purchase Order No.	Terms	Due Date		Project
20-21-183	net 30	12/30/2020	: .	12993 M & O Offices
	Description	<u>nangga ja - 1 3 19 300 (80 - 10 60 60 00 - 00 60 00 00 00 00 00 00 00 00 00 00 00 </u>		Amount
M & O Offices	ggirta da a a a a a garaga na garaga na ang pagainta na ang ang ang ang ang ang ang ang ang	NAMES AND ASSESSED A		11,489.80
Less 5% Retention				-574.49
			Total	\$10,915.31

Peter Gaytan

11/30/2020

Payments/Credits

\$0.00

Balance Due

\$10,915.31

Phone #	Fax#	E-mail
805-481-2761	805-481-2753	dhart@floorconnection.com

010.00.00 Prop 40.6-90010.0



SAUGUS UNION SCHOOL DISTRICT

Check Date: 12/07/20 Check No: 20147673

Invoice Number Inv Revd Date Document ID **Gross Amount Paid Amount**

12/03/20 20201074 DISTRICT OFFICE FLOORING 1ST FLOOR NEW M&O PRC-64998-210000002625

10.915.31

10,915.31

Vendor Number	Name		Page Gross Amount	Page Paid Amount
0000045080	FLOOR CONNECTION, INC.		\$10,915.31	\$10,915.31
	Disbursement Doc ID	Total Gross Amount	Total Discounts	Total Paid Amount
	AD-64998-210000002607	\$10,915.31	\$0.00	\$10,915.31

For more information about this payment, please contact The Accounts Payable Unit at (661) 294-5300

Los Angeles County

SAUGUS UNION SCHOOL DISTRICT ATTN: ACCOUNTS PAYABLE 24930 AVENUE STANFORD SANTA CLARITA, CA 91365

NEW CASTLE, DE 19720 62-20/311

20147673 Date Issued: 12/07/20

Amount

\$10,915.31***

THE TREASURER OF LOS ANGELES COUNTY will pay exactly:

****TEN THOUSAND NEWE HUNDRED FIFTEEN AND 31/100 US DOLLARS****

WARRANT CLEARANCE FUND FOR CURRENT FISCAL YEAR THIS WARRANT IS VOID AFTER SIX MONTHS FROM DATE ISSUED WE CERTIFY THAT THIS IS A LEGAL ORDER LAWFULLY

FOR GOVERNING BOARD OF DISTRICTINGENCY

DEPUTY

Will pay to:

FLOOR CONNECTION.

141 BRISCO ROAD

ARROYO GRANDE, CA 93420-2512

Exhibit "D-6"

Saugus Union School District

10-27-2020 Agenda

III.F.12. T. Figg Casework Installations (Saugus Contract # 20-21-194) New Maintenance & Operations Office Casework at the District Office

Rationale:

The new Maintenance & Operations office area will have <u>cabinetry installed</u> to match the District Office. T. Figg Casework Installations will provide all material and labor to complete the installation.

The scope of work is scheduled to begin October 28, 2020 and shall be completed by December 29, 2020.

Utilizing the California Uniform Public Construction Cost Accounting Act, CUPCCAA and in compliance with PCC 20032(a), District staff negotiated the proposal for the subject project.

A proposal from T. Figg Casework Installations was received and negotiated by staff.

Financial Impact:

\$17,500.00 Total paid from Maintenance

AGREEMENT FOR CONSTRUCTION SERVICES

AGREEMENT NUMBER: Saugus Contract # 20-21-194

THIS CONTRACT is made and entered into this 28th day of October, 2020, by and between T. Figg Casework Installations ("Contractor") and Saugus Union School District ("District") ("Contract").

1. The Contractor shall furnish to the District for a total price of Seventeen Thousand Five Hundred Dollars and 00/100 (\$17,500.00) ("Contract Price"), the following services ("Services" or "Work"):

Provide all labor, materials, and equipment needed to build and install the new reception desk, full high storage cabinets, and sink counter cabinets in the new M&O office area.



- Contractor shall perform the Work at District Office, 24930 Avenue Stanford, Santa Clarita, CA 91355 ("Site"). The Project is the scope of Work performed at the Site.
- 3. Work shall commence on October 28, 2020.
- 4. Work shall be completed by December 31, 2020.
- 5. Contractor agrees that if the Work is not completed within the Contract Time and/or pursuant to the completion schedule, construction schedule, or project milestones developed pursuant to provisions of the Contract, it is understood, acknowledged, and agreed that the District will suffer damage which is not capable of being calculated. Pursuant to Government Code section 53069.85, Contractor shall pay to the District, as fixed and liquidated damages for these incalculable damages, the sum of One Hundred Dollars and No Cents (\$100.00) per day for each and every calendar day of delay beyond the Contract Time or beyond any completion schedule, construction schedule, or project milestones established pursuant to the Contract.
- 6. This Contract incorporates by this reference the Terms and Conditions attached hereto. Contractor, by executing this Contract, agrees to comply with all the Terms and Conditions.

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]

7. This Contract incorporates by this reference the Contract Documents attached hereto. Contractor, by executing this Contract, agrees to comply with all obligations set forth in the Contract Documents. The Contract Documents include only the following documents, as indicated:

Х	Exhibit "A" ("Scope of Work")						
	x	Contractor's Proposal (for fees only)					
х	Exhibit "B" items as checked:						
	х	x Noncollusion Declaration		Roofing Project Certification			
	X	Prevailing Wage Certification	х	Designated Subcontractors List			
	×	Workers' Compensation Certification	х	Insurance Certificates and Endorsements			
	х	Criminal Background Investigation / Fingerprinting Certification	* ************************************	Performance Bond (Over \$25,000)			
	X	Drug-Free Workplace Certification		Payment Bond (Over \$25,000)			
	х	Tobacco-Free Environment Certification		Specifications			
	x	Asbestos & Other Hazardous Materials Certification	etionetito (Plans			
	x	Lead-Product(s) Certification	-				
x	Ad	Additional Contract Documents					
	X	Notice of Award	X	Notice to Proceed			

- 8. Contractor shall not commence the Work under this Contract until the Contractor has submitted and the District has approved the performance bond, payment (labor and material) bond, the certificate(s) and affidavit(s), and the endorsement(s) of insurance required under the Terms and Conditions and the District has issued a Notice to Proceed.
- 9. Payment for the Work shall be made in accordance with the Terms and Conditions.
- 10. The architect for the Project is N/A ("Architect"), the project manager on the Project is Peter Gaytan, Facilities Maintenance Manager ("Project Manager"), and the project inspector on the Project is N/A ("Project Inspector"). Contractor hereby acknowledges that the Architect, the Project Manager, the Project Inspector, and the Division of the State Architect have authority to approve and/or suspend Work if the Contractor's Work does not comply with the requirements of the Contract Documents, Title 24 of the California Code of Regulations, and all applicable laws. No work shall be carried on except with the knowledge and under the inspection of said Project Inspector. Project Inspector shall have free access to any or all parts of work at any time. Contractor shall furnish Project Inspector reasonable opportunities for obtaining such information as may be necessary to keep Project Inspector fully informed respecting progress, manner of work, and character of materials. The Contractor shall be liable for any delay caused by its non-compliant Work or its failure to provide proper notification for inspection.
- 11. Inspection and acceptance of the Work shall be performed by N/A.

12. Any notice required or permitted to be given under this Contract shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile or email, addressed as follows:

District

Saugus Union School District

ATTN: Peter Gaytan
Facilities Maintenance Manager

24930 Avenue Stanford Santa Clarita, CA 91355 pgaytan@saugususd.org

Contractor

T. Figg Casework Installations

ATTN: Tom Figg 25883 Blanca Way Valencia, CA 91355 PHONE: 661-373-3409 figgthomas25@gmail.com

Any notice personally given or sent by facsimile or email shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

- 13. Contractor shall guarantee all labor and material used in the performance of this Contract for a period of two (2) years from the date of the District's written approval of the Work.
- 14. The District has contracted for use of Procore Construction Management Software ("Procore Software") in connection with the Project (and other public projects undertaken by the District) at the District's discretion. Notwithstanding anything to the contrary in this Agreement, the Contractor and all Contractor's Sub Contractors shall use the District's Procore Software account for purposes associated with the Project, including, without limitation, to upload Project information and to respond to RFI's, change order requests, payment requests, et cetera. In order to authorize the Contractor's and Contractor's Sub Contractors representatives to use the District's Procore Software account, the Contractor shall provide to the District the name and email address of each of the representatives who will be authorized to use such account, and the District will provide such information to Procore. The Contractor and each Contractor's Sub Contractor shall designate representatives for purposes of the Procore Software who have knowledge and experience with respect to use of construction management software.
- 15. Each party has the full power and authority to enter into and perform this Contract, and the person signing this Contract on behalf of each party has been properly authority and empowered to enter into this Contract.
- 16. By signing this Contract, Contractor certifies, under penalty of perjury, that all the information provided in the Contract Documents is true, complete, and correct.

ACCEPTED AND AGREED on the date indicated below:	
Dated: <u>Oc+. 27</u> 20 <u>20</u>	Dated: 10/14 20 <u>20</u>
Saugus Union School District	T. Figg Casework Installations
Signature: Out	Signature: Thomas A Figg
Nick Heinlein,	Print Name: Thomas S Figg
Asst. Superintendent of Business	Print Title: Owner
24930 Avenue Stanford, Santa Clarita, CA 91355	License No.: <u>682219</u>
Telephone: (661) 294-5300	Registration No.: PW-LR-1000537527
Facsimile: (661) 294-7525	Address: 25883 Blanca Way, Valencia,91355
E-Mail: nheinlein@saugususd.org	Telephone: 661-373-3409
APPROVED BY BOARD	Facsimile:
OCT 2.7 2020	E-Mail: figgthomas25@gmail.com
BY:	
Information regarding Contractor:	
Type of Business Entity:	564-06-9316
X Individual	Employer Identification and/or
Sole Proprietorship	Social Security Number
Partnership	
Limited Partnership	NOTE: Section 6041 of the Internal Revenue
Corporation, State:	Code (26 U.S.C. 6041) and Section 1.6041-1
Limited Liability Company	of Title 26 of the Code of Federal
Other:	Regulations (26 C.F.R. 1.6041-1) requires the
	recipients of \$600.00 or more to furnish
	their taxpayer information to the payer. In
•	order to comply with these requirements,
	the District requires the Contractor to
	furnish the information requested in this
	section.

T.Figg Casework Installaions/TFCI

25883 Blanca Way Valencia, CA 91355 License#682219 661-373-3409

Invoice

Date	Invoice #
1/12/2021	3134

Bill To	
Saugus Union School District	
Lori Rubinstein	
24930 Ave. Stanford	
Valencia, Ca. 91355	
	•

P.O. No. Terms Project

Net 15 DO Maintance Office Recep...

Total

\$17,500.00

Quantity	Description		Rate	Amount
1	District Office M&O Area Reception Desk, Full High Stor Installion Completed 1/10/21.	age, Sink Counter Cabir	nets. 17,5	00.00 17,500.00
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	14.0-0000.0-00000-84000-5630	<u>-ø</u>		
ank you for yo	ur business.	-		#1# #AA A

SAUGUS UNION SCHOOL DISTRICT

Check Date: 01/22/21 Check No: 20158807 **Invoice Number** Inv Rcvd Date Document ID **Gross Amount Paid Amount** 01/12/21 GAX-64998-210000002862 17,500.00 17,500.00 CONTRACT 20-21-194

Vendor Number	Name	Page Gross Amount	Page Paid Amount	
0000040309	T. FIGG CASEWORK INSTALLATIONS	\$17,500.00	\$17,500.00	
	Disbursement Doc ID	Total Gross Amount	Total Discounts	Total Paid Amount
	AD-64998-210000003241	\$17,500.00	\$0,00	\$17,500.00

For more information about this payment, please contact The Accounts Payable Unit at (661) 294-5300

CASHIER ALERT: THIS DOCUMENT HAS A TRUE AND ARTIFICIAL WATERMARK AND A THERMOCHROMATIC HEAT SENSITIVE SPOT.



Los Angeles County

SAUGUS UNION SCHOOL DISTRICT ATTN: ACCOUNTS PAYABLE 24930 AVENUE STANFORD SANTA CLARITA, CA 91355

CITIBANK N.A. ONE PENN'S WAY NEW CASTLE, DE 19720 62-20/311

20158807

Date Issued: 01/22/21 Amount

\$17,500.00***

THE TREASURER OF LOS ANGELES COUNTY will pay exactly:

****SEVENTEEN THOUSAND FIVE HUNDRED US DOLLARS****

WARRANTCLEARANCE FUND FOR CURRENT FISCAL YEAR THIS WARRANT IS VOID AFTER SIX MONTHS FROM DATE ISSUED WE CERTIFY THAT THIS IS A LEGAL ORDER LAWFULLY DRAWN AGAINST THE FUNDS OF THE DISTRICT/AGENCY.

FOR GOVERNING BOARD OF DISTRICT/AGENCY

SUPERINTENDENT OF SCHOOLS

DEPUTY

Will pay to:

FIGG CASEWORK INSTALLATIONS

25883 BLANCA WAY VALENCIA, CA 91355-1912

Saugus Union School District

11-17-2020 Agenda

III.F.8. Prime Painting Contractors, Inc. (Saugus Contract # 20-21-220) Painting Project for the new Maintenance and Operations Office Area at the District Office Rationale:

The new Maintenance and Operations office area needs painting. Prime Painting Contractors, Inc. will provide all material and labor and equipment to prepare and paint the office areas.

The scope of work is scheduled to begin November 18, 2020 and shall be completed by December 15, 2020.

Utilizing the California Uniform Public Construction Cost Accounting Act, CUPCCAA and in compliance with PCC 20032(a), District staff negotiated the proposal for the subject project.

A proposal from Prime Painting Contractors, Inc. was received and accepted in the amount of \$14,475.00.

Financial Impact:

\$14,475.00 Total paid from Building Fund

AGREEMENT FOR CONSTRUCTION SERVICES

AGREEMENT NUMBER: Saugus Contract # 20-21-220

THIS CONTRACT is made and entered into this 18th day of November, 2020, by and between Prime Painting Contractors, Inc. ("Contractor") and Saugus Union School District ("District") ("Contract").

 The Contractor shall furnish to the District for a total price of Fourteen Thousand Four Hundred Seventy Five Dollars and 00/100 (\$14,475.00) ("Contract Price"), the following services ("Services" or "Work"):

Provide all material, labor, and equipment to prepare and paint the interior of the New Mainteance Office located at the District Office.

- Contractor shall perform the Work at District Office, 24930 Avenue Stanford, Santa Clarita, CA 91355 ("Site"). The Project is the scope of Work performed at the Site.
- 3. Work shall commence on November 18, 2020.
- 4. Work shall be completed by December 15, 2020.
- 5. Contractor agrees that if the Work is not completed within the Contract Time and/or pursuant to the completion schedule, construction schedule, or project milestones developed pursuant to provisions of the Contract, it is understood, acknowledged, and agreed that the District will suffer damage which is not capable of being calculated. Pursuant to Government Code section 53069.85, Contractor shall pay to the District, as fixed and liquidated damages for these incalculable damages, the sum of One Hundred Dollars and No Cents (\$100.00) per day for each and every calendar day of delay beyond the Contract Time or beyond any completion schedule, construction schedule, or project milestones established pursuant to the Contract.
- 6. This Contract incorporates by this reference the Terms and Conditions attached hereto. Contractor, by executing this Contract, agrees to comply with all the Terms and Conditions.

TREMAINDER OF PAGE LEFT BLANK INTENTIONALLY

7. This Contract incorporates by this reference the Contract Documents attached hereto. Contractor, by executing this Contract, agrees to comply with all obligations set forth in the Contract Documents. The Contract Documents include only the following documents, as indicated:

X	Exh	libit "A" ("Scope of Work")				
***********	x Contractor's Proposal (for fees only)					
Х	Exhibit "B" items as checked:					
instance de consecuente	Х	Noncollusion Declaration		Roofing Project Certification		
	X	Prevailing Wage Certification	X	Designated Subcontractors List		
······································	x	Workers' Compensation Certification	×	Insurance Certificates and Endorsements		
***************************************	x	Criminal Background Investigation / Fingerprinting Certification	X	Performance Bond (Over \$25,000)		
	X.	Drug-Free Workplace Certification	X	Payment Bond (Over \$25,000)		
1.716-10-10-10-10-10-10-10-10-10-10-10-10-10-	Х	Tobacco-Free Environment Certification		Specifications		
	x	Asbestos & Other Hazardous Materials Certification		Plans		
		Lead-Product(s) Certification				
X	Add	Additional Contract Documents				
	X	Notice of Award	х	Notice to Proceed		

- 8. Contractor shall not commence the Work under this Contract until the Contractor has submitted and the District has approved the performance bond, payment (labor and material) bond, the certificate(s) and affidavit(s), and the endorsement(s) of insurance required under the Terms and Conditions and the District has issued a Notice to Proceed.
- 9. Payment for the Work shall be made in accordance with the Terms and Conditions.
- 10. The architect for the Project is N/A ("Architect"), the project manager on the Project is Peter Gaytan, Facilities Maintenance Manager ("Project Manager"), and the project inspector on the Project is N/A ("Project Inspector"). Contractor hereby acknowledges that the Architect, the Project Manager, the Project Inspector, and the Division of the State Architect have authority to approve and/or suspend Work if the Contractor's Work does not comply with the requirements of the Contract Documents, Title 24 of the California Code of Regulations, and all applicable laws. No work shall be carried on except with the knowledge and under the inspection of said Project Inspector. Project Inspector shall have free access to any or all parts of work at any time. Contractor shall furnish Project Inspector reasonable opportunities for obtaining such information as may be necessary to keep Project Inspector fully informed respecting progress, manner of work, and character of materials. The Contractor shall be liable for any delay caused by its non-compliant Work or its failure to provide proper notification for inspection.
- 11. Inspection and acceptance of the Work shall be performed by N/A.

12. Any notice required or permitted to be given under this Contract shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile or email, addressed as follows:

District

Saugus Union School District ATTN: Peter Gaytan Facilities Maintenance Manager 24930 Avenue Stanford Santa Clarita, CA 91355 pgaytan@saugususd.org

Contractor

Prime Painting Contractors, Inc. ATTN: Bobby Tsangaris 17033 Gledhill Street Northridge, CA 91325 PHONE: 818-833-8866 hq@primeptg.net

Any notice personally given or sent by facsimile or email shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

- 13. Contractor shall guarantee all labor and material used in the performance of this Contract for a period of two (2) years from the date of the District's written approval of the Work.
- 14. The District has contracted for use of Procore Construction Management Software ("Procore Software") in connection with the Project (and other public projects undertaken by the District) at the District's discretion. Notwithstanding anything to the contrary in this Agreement, the Contractor and all Contractor's Sub Contractors shall use the District's Procore Software account for purposes associated with the Project, including, without limitation, to upload Project information and to respond to RFI's, change order requests, payment requests, et cetera. In order to authorize the Contractor's and Contractor's Sub Contractors representatives to use the District's Procore Software account, the Contractor shall provide to the District the name and email address of each of the representatives who will be authorized to use such account, and the District will provide such information to Procore. The Contractor and each Contractor's Sub Contractor shall designate representatives for purposes of the Procore Software who have knowledge and experience with respect to use of construction management software.
- 15. Each party has the full power and authority to enter into and perform this Contract, and the person signing this Contract on behalf of each party has been properly authority and empowered to enter into this Contract.
- 16. By signing this Contract, Contractor certifies, under penalty of perjury, that all the information provided in the Contract Documents is true, complete, and correct.

ACCEPTED AND AGREED on the date indicated below:	
Dated: November 17/ 2020	Dated: November 3 20,00
Saugus Union School Distrut Signature:	Prime Painting Contractors, Inc. Signature:
Nick Heinlein,	Print Name: Dolly Sweaks
Asst. Superintendent of Business	Print Title: Thersuppe for
24930 Avenue Stanford, Santa Clarita, CA 91355	License No.: 7/7259
Telephone: (661) 294-5300	Registration No.: 1080108197
Facsimile: (661) 294-7525	Address: 17033 (JENHILL STREET, Name of
E-Mail: nheinlein@saugususd.org APPROVED BY BOARD	Telephone: (8/8/833-8866) Facsimile: (8/8/833-3/09)
NOV 17 2020 BY:	E-Mail: <u>hy & principly-net</u>
Information regarding Contractor:	
Type of Business Entity: Individual Sole Proprietorship Partnership	95-4535453 Employer Identification and/or Social Security Number
Limited Partnership Corporation, State:AUTORAIA Limited Liability Company Other:	NOTE: Section 6041 of the Internal Revenue Code (26 U.S.C. 6041) and Section 1.6041-1 of Title 26 of the Code of Federal Regulations (26 C.F.R. 1.6041-1) requires the recipients of \$600.00 or more to furnish their taxpayer information to the payer. In
	order to comply with these requirements, the District requires the Contractor to

furnish the information requested in this

section.

24930 Aveni	NION SCHL D ue Stanford a. CA 91355	IST		PROJECT: NEW MAINTENANCDE OFFICE CONTRACT NO. 20-21-220			
Work Description		nance Office loca	ted at District Office.				
article & Spirits (S							
LABOR	HOURS	RATE	TOTAL		MOUNT		
2 NET CHAN 3 CONTRACT 4 TOTAL CO 5 RETAINAG 6 TOTAL EA 7 LESS PREV 8 CURRENT	SUM TO DA MPLETED TO E: a. 5 RNED LESS R TOUS CERTII	GE ORDERS TE (line 1&2) DATE of completed ETAINAGE (line FICATES FOR P	4 less line 5)	\$ \$ \$	14,475.00 - 14,475.00 14,475.00 723.79 13,751.29 13,751.29		
ontractor Signature		Bobby Tsanga Name(Printed)	ris	CFO/Trea	asurer		
re correct,that all wo	wiedge and belief, I rk has been perform and correct, and that	certify that all items, u ed in full accordance w no part of the "Current	O AS PER TERMS OF COI mits quantities, and pieces o with the terms and condition Payment Due" has been re- FOR PAYMENT intenace Manager	f work shown on this s of the contract on t	his project,		

64998

SAUGUS UNION SCHOOL DISTRICT

20156788 Check Date: 01/14/21 Check No: Invoice Number Inv Revd Date Document ID **Paid Amount** Gross Amount

01/13/21 PRC-64998-210000003359 13,751.25 13,751.25

DISTRICT OFFICE M&O AREA PAINT

Vendor Number	Name		Page Gross Amount	Page Paid Amount
0000041310	PRIME PAINTING CONTRACTORS, INC.		\$13,751.25	\$13,751.25
	Disbursement Doc ID	Total Gress Amount	Total Discounts	Total Paid Amount
	AD-64998-210000003137	\$13,751.25	\$0.00	\$13,751.25

For more information about this payment, please contact The Accounts Payable Unit at (661) 294-5300

CASHIER ALERT: THIS DOCUMENT HAS A TRUE AND ARTIFICIAL WATERMARK AND A THERMOCHROMATIC HEAT SENSITIVE SPOT.



Los Angeles County

SAUGUS UNION SCHOOL DISTRICT ATTN: ACCOUNTS PAYABLE 24930 AVENUE STANFORD SANTA CLARITA, CA 91355

THE TREASURER OF LOS ANGELES COUNTY will pay exactly:

PAYAGLE AT CITIBANK N.A. ONE PENNS WAY NEW CASTLE, DE 19720

62-20/311

Date Issued: 01/14/21 Amount

20156788

\$13,751.25***

****THIRTEEN THOUSAND SEVEN HUNDRED FIFTY-ONE AND 25/100 US DOLLARS****

WE CERTIFY THAT THIS IS A LEGAL ORDER LAMPUALY ORASMN AGAINST THE FUNDS OF THE DISTRICTAGENCY

WARRANTC! PARAMOS PLAN FOR CURRENT FISCAL YEAR THE WARRANT IS VOID AFTER SIX MONTHS FROM DATE ISSUED

FOR GOVERNING BOARD OF DISTRICT/AGENCY

INTENDENT OF SCHOOLS

DEPUTY

Will pay to:

PRIME PAINTING CONTRACTORS,

17033 GLEDHILL STREET NORTHRIDGE, CA 91325

701 31-777 1-25:21 REC 21-3560

PRIME PAINTING CONTRACTORS, INC.

17033 GLEDHILL STREET NORTHRIDGE, CA 91325 TEL (818) 833-8866 FAX (818)833-3109



Date:

11-Jan-2021

PROJECT:

SAUSUS UNION SCHL DIST

24930 Avenue Stanford

Santa Clarita, CA 91355

NEW MAINTENANCDE OFFICE

CONTRACT NO. 20-21-220

Retention Billing

W							

Interior Painting at New Maintenance Office located at District Office.

- 5	Alberton.					 diam'r.	 	 	 			44	14"	31.00	 44.4	 	 	atali	2000		6	 2012	.5.4		 		*		1 5	 or g	0.00	100	 1. 1. 1	20,000	100		 ** :	 	4.0		A. 65.55	1,100	 	1111
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1	ORIGINAL CONTRACT SUM	\$ 14,475.00
2	NET CHANGE BY CHANGE ORDERS	-
3	CONTRACT SUM TO DATE (line 1&2)	\$ 14,475.00
4	TOTAL COMPLETED TO DATE	\$ 14,475.00
5	RETAINAGE: a. % of completed work	•
6	TOTAL EARNED LESS RETAINAGE (line 4 less line 5)	\$ 14,475.00
7	LESS PREVIOUS CERTIFICATES FOR PAYMENT	\$ 13,751.25
8	CURRENT PAYMENT DUE	\$ 723.75
9	BALANCE TO FINISH (plus retainage)	4

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CERTIFIED AND APPROVED AS PER TERMS OF CONTRACT

To the best of my knowledge and belief, I certify that all items, units, quantities, and pieces of work shown on this application are correct, that all work has been performed in full accordance with the terms and conditions of the contract on this project, that the above is true and correct, and that no part of the "Current Payment Due" has been received.

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APPROVED FOR PAYMENT

BY: Peter Gaytan Facilities Maintenace Manager (NAME & TITLE)

910-00-0019

VIOLUMINO OF SOUN EXCILA

64998

SAUGUS UNION SCHOOL DISTRICT

Check Date: 01/27/21 20159972 Check No:

Inv Royd Date Invoice Number Document ID Paid Amount **Gross Amount** 01/25/21 PRC-64998-2100000003560 723.75 723.75 20-21-220 RET

DISTRICT OFFICE NEW M&O AREA

Vendor Number	Name	Page Gross Amount	Page Paid Amount
0000041310	PRIME PAINTING CONTRACTORS, INC.	\$723.75	\$723.75
	Disbursement Doc ID Total Gross Amount	Total Discounts	Total Paid Amount
2420 No. 100 N	AD-64998-210000003307 \$723.75	\$0.00	\$723,75

For more information about this payment, please contact The Accounts Payable Unit at (661) 294-5300

CASHIER ALERT: THIS DOCUMENT HAS A TRUE AND ARTIFICIAL WATERMARK AND A THERMOCHROMATIC HEAT SENSITIVE SPOT

Los Angeles County

SAUGUS UNION SCHOOL DISTRICT ATTN ACCOUNTS PAYABLE 24930 AVENUE STANFORD

THE TREASURER OF LOS ANGELES COUNTY will pay exactly:

SANTA CLARITA, CA 91355

PAYABLE AT CITIBANK N A ONE PENN'S WAY NEW CASTLE, DE 19720 62 20311

Date Issued: 01/27/21 Amount

\$723.75***

20159972

****SEVEN HUNDRED TWENTY-THREE AND 75/100 US DOLLARS****

WARRANT CLEARANCE PUND FOR CURRENT FISCAL YEAR THIS WARRANT IS VOID AFTER SIX MONTHS FROM DATE ISSUED

WE CERTIFY THAT THE IS A LEGAL CROER LAWFILLY DRAWN AGAINST THE PUNDS OF THE DISTRICT/AGENCY

FOR GOVERNING BOARD OF DISTRICT/AGENCY

DEPLTY

Will pay to:

PRIME PAINTING CONTRACTORS, INC

17033 GLEDHILL STREET NORTHRIDGE, CA 91325

From:

Anthony Morelli

Sent:

Tuesday, December 22, 2020 11:13 AM

To:

'Peter Gaytan'

Cc:

'Nick Heinlein'; 'Lori Rubenstein'

Subject:

Public Records Act Request

Importance:

High

RE: Maintenance and Operations Building Improvements and Office Remodel

Peter, After closer inspection of the previous documents sent by the District, I would also like to see the following:

- 1. Copy of contract, NOA, NTP between SUSD and contractors listed below.
- 2. Copies of any contractor change orders
- 3. Copies of all invoices, submitted for payment by contractors
- 4. Copies of all payments made by SUSD to contractors

For the two contractors and projects listed below:

- K M Pate Construction, Maintenance & Operations Demolition
- Prime Painting Contractors, Maintenance & Operations, Exterior Building Painting

Thank you for your prompt response and cooperation!

Anthony "Tony" Morelli

Southwestern Regional Compliance Manager

Construction Industry Force Account Council - CIFAC

P.O. Box 2442, Camarillo, CA 93011-2442

M: (805) 419-1543 | F: (805) 301-8002 Amorelli@cifac.org www.cifac.org





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To: amorelli@cifac.org

Cc: Nick Heinlein <nheinlein@saugususd.org>; Lori Rubenstein <lrubenstein@saugususd.org>

Subject: Response to Public Records Act

Mr. Anothony "Tony" Morelli,

RE: Maintenance and Operations Building Improvements and Office Remodel

From:

Suki Huitink <shuitink@saugususd.org> on behalf of Suki Huitink

Sent:

Monday, December 28, 2020 1:38 PM

To:

amorelli@cifac.org

Cc:

Peter Gaytan; Lori Rubenstein; Dayna Jones; Nick Heinlein

Subject:

Attachments:

RE: Maintenance and Operations Building Improvements and Office Remodel

20-21-220 noa PRIME PAINTING CONTRACTORS DO 1ST FL NEW M&O.pdf; 20-21-220 n2p PRIME PAINTING CONTRACTORS DO 1ST FL NEW M&O.pdf; 20-21-220 PRIME

PAINTING CONTRACTORS DO 1ST FL NEW M&O.pdf; 20-21-096 K.M. PATE

CONSTRUCTION DO NEW M & O.pdf; 20-21-096NOC K.M. Pate Constructuion DO 1st FL M&O.pdf; 20-21-096 Invoice-Payment KM PATE CONSTRUCTION DO M&O NEW AREA.pdf; 20-21-096 Retention Invoice - Payment KM PATE CONSTRUCTION.pdf

Dear Sir,

Per your request, attached is all of the information you requested for KM Pate Construction, and Prime Painting Contractors. No payments have been made to Prime Painting Contractors. Thank you.

Suki Huitink

Saugus Union School District

661.294.5390

On Mon, Dec 28, 2020 at 2:16 PM Anthony Morelli amorelli@cifac.org wrote:

Suki,

Thank you for providing the documents promptly. However regarding <u>Prime Painting Contractors</u>, the documents you attached are for the interior work (#20-21-220) I already have these. Thx.

I am looking specifically for documents related to the painting of the building's stucco exterior and garage area. I believe it is reference # 19-20-615

Thank you!

Anthony "Tony" Morelli

Southwestern Regional Compliance Manager

Construction Industry Force Account Council - CIFAC

P.O. Box 2442, Camarillo, CA 93011-2442

M: (805) 419-1543 | F: (805) 301-8002

Amorelli@cifac.org www.cifac.org



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From: Suki Huitink < sent: Monday, December 28, 2020 1:38 PM

To: amorelli@cifac.org

Cc: Peter Gaytan <pgaytan@saugususd.org>; Lori Rubenstein <<u>lrubenstein@saugususd.org</u>>; Dayna Jones

<djones@saugususd.org>; Nick Heinlein <nheinlein@saugususd.org>

Subject: RE: Maintenance and Operations Building Improvements and Office Remodel



Anthony Morelli <amorelli@cifac.org>

RE: Maintenance and Operations Building Improvements and Office Remodel

Nick Heinlein <nheinlein@saugususd.org>

Mon, Dec 28, 2020 at 2:19 PM

To: Anthony Morelli <amorelli@cifac.org>

Cc: Suki Huitink <shuitink@saugususd.org>, Peter Gaytan <pgaytan@saugususd.org>, Lori Rubenstein <lrubenstein@saugususd.org>, Dayna Jones <djones@saugususd.org>

Hi Tonv-

Just for clarity, that is a different building location. We are moving part of our M&O team to our District Office. We have another facility miles away that has been the only location of M&O and Transportation for many years. We did paint that building and that is the contract number that you're referring to, but the recent work is not related to that building. Different location, different project, different timeframe.

Hope that helps,

Nick Heinlein

Assistant Superintendent of Business

Saugus Union School District

24930 Avenue Stanford

Santa Clarita, CA 91355

Tel: 661-294-5300

nheinlein@saugususd.org

http://www.saugususd.org

The Saugus Union School District in partnership with the home and community is committed to excellence in elementary education.



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From:

Anthony Morelli

Sent:

Monday, December 28, 2020 2:24 PM

To:

'Nick Heinlein'

Cc:

'Suki Huitink'; 'Peter Gaytan'; 'Lori Rubenstein'; 'Dayna Jones'

Subject:

RE: Maintenance and Operations Building Improvements and Office Remodel

Nick, Got it! Thank you for the clarification.

In that case please disregard my previous request for Documents pertaining to (#19-20-615)

Thank you!

Anthony "Tony" Morelli

Southwestern Regional Compliance Manager

Construction Industry Force Account Council - CIFAC

P.O. Box 2442, Camarillo, CA 93011-2442

M: (805) 419-1543 | F: (805) 301-8002

Amorelli@cifac.org www.cifac.org



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From: Nick Heinlein <nheinlein@saugususd.org>
Sent: Monday, December 28, 2020 2:20 PM
To: Anthony Morelli <amorelli@cifac.org>

Cc: Suki Huitink <shuitink@saugususd.org>; Peter Gaytan pgaytan@saugususd.org>; Lori Rubenstein

<lrubenstein@saugususd.org>; Dayna Jones <djones@saugususd.org>

Subject: Re: Maintenance and Operations Building Improvements and Office Remodel

Hi Tony-

Just for clarity, that is a different building location. We are moving part of our M&O team to our District Office. We have another facility miles away that has been the only location of M&O and Transportation for many years. We did paint that building and that is the contract number that you're referring to, but the recent work is not related to that building. Different location, different project, different timeframe.

Hope that helps,

Nick Heinlein

Exhibit "E-2"

AGREEMENT FOR CONSTRUCTION SERVICES

By and Between

The Saugus Union School District

And

K.M. Pate Construction

For

DO - Downstairs New M&O Office Area Demolition Project

Dated July 21, 2020

AGREEMENT FOR CONSTRUCTION SERVICES

AGREEMENT NUMBER: Saugus Contract # 20-21-096

THIS CONTRACT is made and entered into this 21st day of July, 2020, by and between K.M. Pate Construction ("Contractor") and Saugus Union School District ("District") ("Contract").

1. The Contractor shall furnish to the District for a total price of Twelve Thousand Dollars and No Cents (\$12,000.00) ("Contract Price"), the following services ("Services" or "Work"):

Provide all labor and materials to complete the demolition and structural support installation as outlined in the quote.

- Contractor shall perform the Work at District Office, 24930 Avenue Stanford, Santa Clarita, CA 91355 ("Site"). The Project is the scope of Work performed at the Site.
- 3. Work shall commence on July 22, 2020.
- 4. Work shall be completed by August 12, 2020.
- 5. Contractor agrees that if the Work is not completed within the Contract Time and/or pursuant to the completion schedule, construction schedule, or project milestones developed pursuant to provisions of the Contract, it is understood, acknowledged, and agreed that the District will suffer damage which is not capable of being calculated. Pursuant to Government Code section 53069.85, Contractor shall pay to the District, as fixed and liquidated damages for these incalculable damages, the sum of One Hundred Dollars and No Cents (100) per day for each and every calendar day of delay beyond the Contract Time or beyond any completion schedule, construction schedule, or project milestones established pursuant to the Contract.
- 6. This Contract incorporates by this reference the Terms and Conditions attached hereto. Contractor, by executing this Contract, agrees to comply with all the Terms and Conditions.

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]

7. This Contract incorporates by this reference the Contract Documents attached hereto. Contractor, by executing this Contract, agrees to comply with all obligations set forth in the Contract Documents. The Contract Documents include only the following documents, as indicated:

×	Ext	nibit "A" ("Scope of Work")	**************************************	
	x	Contractor's Proposal (for fees only)		
Х	Ext	nibit "B" items as checked:		,我们就是一个人,我们就是一个人,我们就是一个人,我们就是一个人,我们就是一个人,我们就是一个人,我们就是一个人,我们就是一个人,我们就是一个人,我们就是一个人, 第一个人,我们就是一个人,我们就是一个人,我们就是一个人,我们就是一个人,我们就是一个人,我们就是一个人,我们就是一个人,我们就是一个人,我们就是一个人,我们就
	х	Noncollusion Declaration		Roofing Project Certification
	Х	Prevailing Wage Certification	×	Designated Subcontractors List
emaina birbia ada bad	×	Workers' Compensation Certification	x	Insurance Certificates and Endorsements
	x	Criminal Background Investigation / Fingerprinting Certification	-	Performance Bond (Over \$25,000)
	x	Drug-Free Workplace Certification		Payment Bond (Over \$25,000)
	x	Tobacco-Free Environment Certification	1	Specifications
***************************************	x	Asbestos & Other Hazardous Materials Certification		Plans
		Lead-Product(s) Certification		and any other department of the angular and the
×	Ad	ditional Contract Documents		бос в поворително постояние советственно в постояние в постояние
	x	Notice of Award	Ιx	Notice to Proceed

- 8. Contractor shall not commence the Work under this Contract until the Contractor has submitted and the District has approved the performance bond, payment (labor and material) bond, the certificate(s) and affidavit(s), and the endorsement(s) of insurance required under the Terms and Conditions and the District has issued a Notice to Proceed.
- 9. Payment for the Work shall be made in accordance with the Terms and Conditions.
- 10. The architect for the Project is N/A ("Architect"), the project manager on the Project is Peter Gaytan, Facilities Maintenance Manager ("Project Manager"), and the project inspector on the Project is N/A ("Project Inspector"). Contractor hereby acknowledges that the Architect, the Project Manager, the Project Inspector, and the Division of the State Architect have authority to approve and/or suspend Work if the Contractor's Work does not comply with the requirements of the Contract Documents, Title 24 of the California Code of Regulations, and all applicable laws. No work shall be carried on except with the knowledge and under the inspection of said Project Inspector. Project Inspector shall have free access to any or all parts of work at any time. Contractor shall furnish Project Inspector reasonable opportunities for obtaining such information as may be necessary to keep Project Inspector fully informed respecting progress, manner of work, and character of materials. The Contractor shall be liable for any delay caused by its non-compliant Work or its failure to provide proper notification for inspection.
- Inspection and acceptance of the Work shall be performed by N/A.

12. Any notice required or permitted to be given under this Contract shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile or email, addressed as follows:

District

Saugus Union School District ATTN: Peter Gaytan, Facilities Maintenance Manager 24930 Avenue Stanford Santa Clarita, CA 91355 pgaytan@saugususd.org

Contractor

K.M. Pate Construction ATTN: Ken Pate 25726 Floral Court Valencia, CA 91355 PHONE: 818-266-9275 kmpateconst@yahoo.com

Any notice personally given or sent by facsimile or email shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

- 13. Contractor shall guarantee all labor and material used in the performance of this Contract for a period of two (2) years from the date of the District's written approval of the Work.
- 14. The District has contracted for use of Procore Construction Management Software ("Procore Software") in connection with the Project (and other public projects undertaken by the District) at the District's discretion. Notwithstanding anything to the contrary in this Agreement, the Contractor and all Contractor's Sub Contractors shall use the District's Procore Software account for purposes associated with the Project, including, without limitation, to upload Project information and to respond to RFI's, change order requests, payment requests, et cetera. In order to authorize the Contractor's and Contractor's Sub Contractors representatives to use the District's Procore Software account, the Contractor shall provide to the District the name and email address of each of the representatives who will be authorized to use such account, and the District will provide such information to Procore. The Contractor and each Contractor's Sub Contractor shall designate representatives for purposes of the Procore Software who have knowledge and experience with respect to use of construction management software.
- 15. Each party has the full power and authority to enter into and perform this Contract, and the person signing this Contract on behalf of each party has been properly authority and empowered to enter into this Contract.
- 16. By signing this Contract, Contractor certifies, under penalty of perjury, that all the information provided in the Contract Documents is true, complete, and correct.

ACCEPTED AND AGREED on the date indicated below:	
Dated: Aug.4, C. 2020	Dated: <u>July 30</u> , 2020
Saugus Union School District	K.M. Pate Construction
Signature: Out A	Signature: Kennoth Pate
Nick Heinlein,	Print Name: Kenneth Pate
Asst. Superintendent of Business	Print Title: Owner
24930 Avenue Stanford, Santa Clarita, CA 91355	License No.: 778515
Telephone: (661) 294-5300	Registration No.:
Facsimile: (661) 294-7525	Address: 25726 Floral Court, Valencia, CA 91355
E-Mail: nheinlein@saugususd.org	Telephone: 818-266-9275
APPROVED BY BOARD	Facsimile: 661-254-3665
AUG 0 4 2020	E-Mail: kmpaleconst@yahoo.com
BY: <u>S</u>	
Information regarding Contractor:	
Type of Business Entity:	OF 4040000
Individual	95-4810098 Employer Identification and/or
X Sole Proprietorship	Social Security Number
Partnership	
Limited Partnership	NOTE: Section 6041 of the Internal Revenue
Corporation, State:	Code (26 U.S.C. 6041) and Section 1.6041-1
Limited Liability Company	of Title 26 of the Code of Federal
Other:	Regulations (26 C.F.R. 1.6041-1) requires the
	recipients of \$600.00 or more to furnish their taxpayer information to the payer. In order to comply with these requirements,
	the District requires the Contractor to
	furnish the information requested in this

K M Pate Construction 25726 Floral Court Valencia, CA 91355 License # 778515

661-255-9632

kmpateconst@yahoo.com

INVOICE

TO:

Saugus Union School District 24930 Ave Stanford Valencia, CA: 91355 Invoice #

2260

Invoice Date

7/31/2020

Due Date

7/31/2020

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PO# ZDZ 371

NOTES:

Original Contract Amt is \$12000.00

Less 5% retention of 600.00

SAUGUS UNION SCHOOL DISTRICT SIGNATURE CERTIFIES THE RECEIPT OF GOODS OR SERVICE.

8/4/2020

Subtotal

\$11,400.00

Total

\$11,400:00

Amount Paid

\$0.00

Balance Due

11:408.6

// SKANATURE

DATE

64998

2260

SAUGUS UNION SCHOOL DISTRICT

Check Date: 08/18/20 Check No: 20120015

Invoice Number Inv Revd Date Document ID Paid Amount Gross Amount 08/14/20 PRC-64998-210000000364

DISTRICT OFFICE DOWNSTAIRS DEMO M&O NEW AREA

Vendor Number			Name		P:	age Gross Amount	Page Paid Amount
0000100463 i	KENNETH M PAT	E				\$11,400.00	\$11,400.00
		Disbursement De	oc ID	Total Gross	Amount	Total Discounts	Total Paid Amount
		AD-64998-21000	0000678	\$11,4	100.00	\$0.00	\$11,400.00

For more information about this payment, please contact The Accounts Payable Unit at (661) 294-5300

CASHIER ALERT: THIS DOCUMENT HAS A TRUE AND ARTIFICIAL WATERMARK AND A



Los Angeles County

SAUGUS UNION SCHOOL DISTRICT ATIN' ACCOUNTS PAYABLE 24030 AVENUE STANFORD SANTA CLARITA, CA 91355

CRIBANKINA CRIBANKINA NEW CASTIE DE 19720 62-20/911

20120015 Date Issued: 08/18/20

Amount

\$11,400,00***

THE TREASURER OF LOS ANGELES COUNTY will pay exactly:

****ELEVEN THOUSAND FOUR HUNDRED US DOLLARS****

WARRANTCLEARANCE FUND FOR CURRENT FISCAL YEAR

WE CEXTRY THAT THIS IS A LEGAL ORDER LAWFILLY. DRAWN AGAINST THE FLADS OF THE DISTRICTINGBIGY

11,400.00

11,400.00

FOR GOVERNING BOARD OF DISTRICTINGENCY

EXAMPLED APPROVED AND ALLOWED DEBRA DUARDO, M.S.W., GATO, COLANY SUPERINTENDENT OF SCHOOLS

DEPUTY

Will pay to:

KENNETH M PATE

25726 FLORAL COURT VALENCIA, CA 01355

From:

Peter Gaytan <pgaytan@saugususd.org> on behalf of Peter Gaytan

Sent:

Thursday, January 21, 2021 7:10 PM

To:

Anthony Morelli

Subject:

Re: Public Records Act Request

Hi Anthony,

We did a design build for that area, there were no plans.

Warm Regards, Peter Gaytan Facilities Maintenance Manager Saugus Union School District (661)294-5390

On Wed, Jan 20, 2021 at 11:50 AM Anthony Morelli amorelli@cifac.org wrote:

Hi Lori! I hope you were able to enjoy the Holiday's

Question: Was there a General Plan or spec's created for the Maintenance and Operations Building Project?

If so, could I please review a copy?

I appreciate your assistance, thank you!

Anthony "Tony" Morelli

Southwestern Regional Compliance Manager

Construction Industry Force Account Council - CIFAC

P.O. Box 2442, Camarillo, CA 93011-2442

M: (805) 419-1543 | F: (805) 301-8002

Amorelli@cifac.org www.cifac.org

From:

Pedro Gaytan <pgaytan@saugususd.org> on behalf of Pedro Gaytan

Sent:

Friday, January 22, 2021 9:12 AM

To:

Anthony Morelli

Subject:

Re: Public Records Act Request

Just their own

Peter Gaytan Facilities Maintenance Manager Saugus Union School District (661) 312-5614

On Jan 22, 2021, at 9:05 AM, Anthony Morelli <amorelli@cifac.org> wrote:

Thanks Peter. Q: Did K M Pate Construction oversee all of the other trades work or just their own?

Anthony "Tony" Morelli

Southwestern Regional Compliance Manager

Construction Industry Force Account Council - CIFAC

P.O. Box 2442, Camarillo, CA 93011-2442 M: (805) 419-1543 | F: (805) 301-8002

Amorelli@cifac.org www.cifac.org



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Hi Anthony,

We did a design build for that area, there were no plans.

Warm Regards, Peter Gaytan Facilities Maintenance Manager Saugus Union School District (661)294-5390

From:

Anthony Morelli

Sent:

Thursday, February 18, 2021 11:58 AM

To:

'Peter Gaytan'

Cc:

'Lori Rubenstein'

Subject:

RE: Follow-up Add'l CPRA Request

Hi Peter,

Re: Maintenance & Operation Office Renovation Project, Additional Records

In order for me to finish up this investigation, I'll need to review a few more documents. I believe that these were not yet processed (due to timeline) when I made my original request.

Could you please provide copies of the following documents:

1. Pyrotection Services (Fire Alarms #20-21-119)

2nd half - Invoice & Payment

2. ACCO Eng. Services (HVAC #20-21-165)

All –Invoice(s) & Payment(s)

3. T. Figg Casework (Cabinets #20-21-194)

All -Invoice(s) & Payment(s)

4. Prime Painting (Interior Painting #20-21-220)

All -Invoice(s) & Payment(s)

I appreciate your assistance and cooperation!

Thank you!

Anthony "Tony" Morelli

Southwestern Regional Compliance Manager

Construction Industry Force Account Council - CIFAC

P.O. Box 2442, Camarillo, CA 93011-2442 M: (805) 419-1543 | F: (805) 301-8002

Amorelli@cifac.org www.cifac.org



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From: Peter Gaytan <pgaytan@saugususd.org>
Sent: Thursday, January 21, 2021 7:10 PM
To: Anthony Morelli <amorelli@cifac.org>
Subject: Re: Public Records Act Request

Hi Anthony,



Anthony Morelli <amorelli@cifac.org>

RE: Follow-up Add'l CPRA Request

Peter Gaytan <pgaytan@saugususd.org> To: Anthony Morelli <amorelli@cifac.org> Cc: Lori Rubenstein lrubenstein@saugususd.org Tue, Feb 23, 2021 at 5:52 AM

Mr. Morelli,

Find the attached requested invoices. Warm Regards,

Peter Gaytan

Facilities Maintenance Manager Saugus Union School District (661)294-5390

[Quoted text hidden]

5 attachments



ad 21-2744 PYROTECTON SPECIALISTS DO 1ST FL M&O.pdf

ad 21-3307 PRIME PAINTING DO NEW M&O PAINT.pdf 700K

ad 21-3137 PRIME PAINT DO M&O AREA.pdf

Tom Figg 20-21-194 PAYMENT (1).pdf 81K



PURCHASING MANUAL

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Mission Statement
Accomplishing Objectives
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Introduction

Introduction

The purpose of this Purchasing Manual is to assist all employees in the proper purchasing practices so as to be in full compliance with all California State Laws, Regulations, and Policies.

The Purchasing Manual is designed to achieve three (3) goals:

- 1. Compliance with the law and Board policy on purchasing;
- 2. Promote efficiency in purchasing practices; and
- 3. Achieve savings of money through proper purchasing practices

We ask you, the user of the purchasing system, to help achieve these goals through proper planning. Please allow yourself enough leeway between generating a purchase order and the actual date materials or services are needed. Please think of purchasing in terms of a whole year. What items and services do you need on an annual basis?

The key is to plan. Through proper planning, we can eliminate much of the frustration that is encountered in all public-school purchasing procedures.

This manual should be reviewed with administrators, teachers, office managers, and others who are involved in the purchasing process. It is imperative that everyone adhere to all purchasing laws and guidelines.

If you have any questions concerning the following guidelines, please do not hesitate to call the Purchasing Office at 661-294-5300 extension 5172.

Thank you

Mission Statement

Our mission is to assist in the acquisition of equipment, supplies, materials and services needed to ensure academic success throughout the District. In doing so, we strive to practice and educate our sites in the matters of Fiscal responsibility while providing the highest level of professional and timely service to all school and administrative sites at the lowest price possible, without sacrificing quality or service. We also seek to maintain a positive work environment for purchasing associates and co-workers.

Accomplishing Objectives

The objectives in the mission statement will be accomplished by:

- Maintaining a collaborative effort among buyers, suppliers and internal customers
- Complying with public contract code and other related regulations
- Listening to the concerns of our internal customers
- Being receptive to new ideas and purchasing concepts
- Educating internal customers about principles of effective purchasing practices and product standards

Responsibilities

- To purchase equipment, supplies, materials and services for school and administrative sites as cost effectively as possible
- To assist in the development and processing of bid packages and related contracts, board agenda items related to purchasing and in the general acquisition of equipment and supplies
- To assist with the return and/or disposal of equipment using the District's Asset Management System

Purchasing Code of Ethics

- Give primary consideration to the interest of the School District by which we are employed
- Apply objective practices, seeking to attain the maximum benefit for each tax dollar spent
- Maintain fairness in all dealings with qualified vendors, contractors, material suppliers, service providers and employees
- Provide courteous and professional service to vendor representatives and others
- Apply continuous improvement practices
- Cooperate with all organizations and individuals who conduct business with the District
- Foster and promote ethical and legal trade practices

Purchasing Processes

Purchasing Policy

Saugus Union School District authorizes specific staff per site to utilize the Purchasing Program. While school and administrative sites initiate requisitions in the District's Accounting System, the District's order processing and financial system, a purchase order, properly numbered, authorized and signed by the Purchasing Office is the only document by which the District obligates itself to a vendor. The Business Office is the only entity authorized to sign and issue purchase orders. This policy is supported by California Education Code section 42632, which requires that school purchases have District approval prior to the receipt of goods and services. In order to conduct business with SUSD, the District recommends vendors familiarize themselves with all of the State of California's applicable codes, rules and regulations that affect the acquisition of goods and services for school districts.

Before You Buy

Staff who submit purchase orders should have a rationale as to why the purchase is essential to the school/district.

- How students will learn or benefit from the purchase?
- What educational achievement or program may be linked to the purchase?
- How is the purchase of operational value to your school/office?
- Are the goods/services purchased useful for the long term rather than immediate need?
- Have inventories been checked to determine whether there is a real need for the purchase?
- Does the item need approval from the Safety Department?

The next step in acquiring goods or services is to define a detailed specification for use in the purchasing process. A specification may include any or all of the following:

- Quantity
- Model Numbers
- Color
- Training Requirements
- Maintenance Requirements
- Estimated Price or Total Cost and Unit of Measure
- Freight Charges
- Measurements

Finally, prior to generating a requisition, the requester shall ensure that funds are available for the purchase. If funds are not available in the appropriate budget line, the site/administrator shall submit a budget transfer request to the Business Office.

The Purchasing Office is available to assist in finding sources for goods and services. The office maintains a database of vendors that currently do business with the District. Additionally, many items are available through existing District or piggyback bids (from other districts or public entities) and California Multiple Award Schedule (CMAS) contracts that allow the District favorable terms, conditions and pricing.

Formal bids may require a lead time of up to three months before they are available for use (see Competitive Bid Summary for terms and conditions). While school sites and administrative offices initiate purchase requisitions, the Purchasing Office must review and execute the final purchase order.

Creating the Purchase Requisition

Requisitions are created using the District's Accounting System. A requisition must include the following information:

· Actual vendor in database

If vendor is not found please check with the Purchasing Office. If Vendor is not in database, you will not be able to create a requisition until a W-9 is on file.

- Requisition number that is created by the District's Accounting System
- Budget Account String
- "Ship to" location and code
- Requestor's name: If your name is not available please put your name in the comments section
- Date materials or services are needed should be listed in the comments section
- Quantity and thorough description of materials or services being ordered
- Unit of measure
- Unit price
- Estimated freight/shipping charges if known and include in the comment section

Do not add freight as a line item. Instead, it will be added upon purchase order creation. If no freight/shipping amount is given, 10% of the total order will be added by the Purchasing Office

- Sales tax is automatically populated by the District's Accounting System
- Type of delivery: Will vendor deliver and set up? Who will unload, delivery staff or school/district staff? Include any other special delivery instructions. *Maintenance and School Staff are prohibited from picking up orders from Vendors.*All orders must be delivered to each School Site.
- Warranty Information
- Quote must be attached prior to sending requisition for approval

We have the capability to scan documents and attach them to the requisition. Scan into Peoplesoft any pertinent materials (quotes, contracts, etc.) associated with the purchase

After the approval process moves through the District's Accounting System, the appropriate buyer will receive the requisition for final evaluation and approval. Upon approval, the Purchasing Office will print each purchase order and send to the site via email and/or District Mail. The site will then distribute to vendors, contractors, suppliers, consultants or service providers. A requisition alone does not obligate the District to a purchase. Once approved, it becomes a signed purchase order. This becomes the promise to pay for the vendor (as long as all conditions specified are met).

Unauthorized Purchases

In accordance with California Education Code section 42632, only authorized individuals appointed by the Governing Board may financially obligate the Saugus Union School District. The District requires issuance of a signed purchase order prior to a vendor providing services or materials, including Internet vendors. The Purchasing Office shall conduct or supervise all purchase transactions for the District. In the event that an unauthorized purchase is made, the following applies:

- Any purchases of supplies, equipment, or services by staff members, without a prior purchase order approved by the Purchasing Office, will not be paid using District funds
- Purchases made in the name of the District without an authorized purchase order shall be considered an obligation
 of the person making the purchase and not an obligation of the District Deliveries of materials or services that are
 made without an approved purchase order or contract are made at the seller's risk
- District staff members or employees are prohibited from signing contracts offered by a vendor

The power to execute contracts goes through the Board of Education. Contracts signed by unauthorized individuals shall be considered non-binding.

Blanket Purchase Orders

Blanket Purchase Orders blanket purchase orders are not encouraged, however, from time to time, it is necessary in the best interest of the school district. A blanket purchase order is defined as a specified amount to be paid to a particular vendor for a particular product, a specified variety of products, or services to be performed by the vendor when it is impossible to calculate the exact dollar amount of the expenditure. The requisition for a blanket purchase order must have:

- A "not to exceed" amount
- Valid dates (must be within the fiscal year, which runs July 1 through June 30)
- Names of employees who are authorized to sign for and/or pick up orders from vendors
- A full description of the materials being ordered

A signed packing list and/or signed District Receiving Form, by the employee receiving the goods, must be forwarded to the Accounts Payable Department, the first working day after the purchase is made or goods received. The blanket purchase order number must be indicated on all invoices and packing lists. If the receiving documents are delayed to Accounts Payable, then payments to vendors will be delayed. All sites will be allowed to have a blanket purchase order for: Office Depot, Staples, Amazon, School Specialty and Teachers Pay Teachers. Each site needs to decide the dollar amount of the blanket purchase order and which budget account string will be used for the entire school year. With prior notification to the Business Office, budget account string code changes may be done, if necessary.

Requesting Checks for Vendors

In rare circumstances, there may be a need to purchase supplies or equipment from vendors that will not accept a purchase order. This purchasing method is strongly discouraged unless there is absolutely no other choice do to the unique nature of the product. In these circumstances you must submit a requisition and a written notice from the vendor that they do not accept purchase orders. Upon completion, contact Purchasing Office.

Please follow the steps below:

- Obtain an exact written price quote and an invoice from the vendor
- Verbal quotes are not acceptable
- Original quotes are preferred over faxed copies, or an email detailing the specifics may be acceptable
- Complete the requisition and purchase order process in the District's Accounting System, including the reason for the request of an advanced check to the vendor
- Forward a copy of the purchase order to Accounts Payable

Commonly Used Object Codes

While there are dozens of object codes available for use (as part of the budget string), this section identifies some commonly used codes:

- --4300 Materials and Supplies-Instructional
- --4340 Tech Equipment (under \$500)
- --5800 Contract Services
- --5815 Field Trips
- --5800 Software Licenses and/or Downloads
- --5850 Contract Services with Board Approval

The following object codes for equipment purchases require a fixed asset tag to be issued:

- --4400 New Equipment Capitalized (unit prices from \$500 to \$4,999, w/tax)
- --6400 New Equipment Capitalized (unit prices from \$5,000 or greater)

The District's Chart of Accounts contains a complete listing of each 30-digit budget account string.

Example:

Fund XX.X Resource XXXXX.X Goal XXXXX Function XXXXX Object Code XXXX Site/Location XXXXXXX

U.S., Interoffice, and Jet Mail

Planning is vital to ensure that we have the supplies, services, and equipment needed. Last minute purchases are discouraged and typically result from a lack of planning. When preparing purchase requisitions, please be aware of the timelines in which we distribute mail in the District:

- Outgoing District mail to each site is processed every afternoon by Warehouse personnel and delivered back to the District Office for distribution
- Any US Mail will be processed by the District Receptionist the following business day
- JET Mail to other Districts and/or LACOE will be picked up by the JET Driver the following business day

Surplus Property Disposal

It is not necessary to stockpile unused surplus equipment and/or supplies. The Purchasing Office is ready to assist you in the disposal or removal of these items. The District has contracted with vendors to put these items out for public auction. District sites should prepare the Obsolete/Surplus Goods Form, then send the form to the Fiscal Department, Attention: Purchasing, which schedules pick up of the equipment. Please make sure that the form is <u>filled out completely</u>. In order to obtain the highest possible value for our items, we need the exact count, model, serial, color, size, etc. Purchasing will process these forms and submit to the Board a request to approve the disposal/sale of the equipment. Subsequently, the equipment is removed from both the site and the district's asset database.

Internet Purchasing Policy

With the advance of technology, Internet purchasing has become commonplace. Authorized purchasers may order from sites that will accept purchase orders. All procedures are the same as described in the "Creating a Purchase Requisition" section of this manual, with one addition:

Please indicate in the body of the requisition, "Internet Order – Do Not Duplicate."

NOTE:

Internet pricing is variable and what you see on sale today may not be the same price by the time the requisition goes through the approval process. You must confirm that the prices have not increased once the purchase order has been processed and returned to you as a Purchase Order. This is the responsibility of the purchaser. Each site is responsible for checking each shipment for damage and/or errors. Packing slips must be signed and dated when the goods have been received, scanned and sent to the Purchasing Office.

Amazon.com Ordering Policy

1. The Purchasing Office has access to an Amazon.com business corporate account. This is for last case scenario items that cannot be found from an approved vendor, or are deeply discounted. The discount has to be significantly lower to justify the purchase. Large purchases of books are not allowed. The District will not warranty any items purchased from Amazon. Prices using this account are locked for 7 days.

- 2. Digital downloads of books are not eligible in the corporate purchase program.
- 3. District established vendors will be considered first. If the Purchasing Office determines that there is no established vendor that can provide the requested item at a competitive total price, including freight and taxes, then the Amazon purchase will be permitted.

4. Ordering process:

- a) Prior to July 1, a requisition to create a blanket purchase order for Amazon.com should be done. Each site needs to decide the dollar amount of the blanket purchase order and which budget account string will be used for the entire school year. If necessary, with prior notification to the Business Office, budget account string code changes may be done.
- b) Site and/or department personnel will create a cart on Amazon.com. Each order must include the blanket purchase order number which is assigned for each site and/or department. Order may then be submitted.
- c) Site or Warehouse receives order and documentation of receipt is sent to Accounts Payable.
- d) Accounts Payable pays the invoice.

Software Orders

All software orders must be purchased through a Purchase Order, but only after obtaining approval from the Director of Technology. This will ensure compatibility with system hardware/operating systems.

Gift Cards

The award of gift cards (i.e.: iTunes, Visa, In-n-Out, etc.) or cash prizes using District funds, including Student Council funds, to employees, students and community members for any purpose is expressly prohibited.

Revolving Cash

Employee purchases for supplies that are not purchased via a Purchase Order, must first be approved by the Director of Fiscal Services. If an employee makes a purchase without prior approval, the request for reimbursement will be denied.

After administrative approval is granted, the employee completes a Revolving Cash Fund (Form 024M), attaches the original receipts and proof of payment. This form is then submitted to the Office Manager for coding. The Principal approves by signing the form and then forwards it, along with the original receipts, to the Business Office for budget approval and reimbursement. Once the form is approved, a requisition will be created and sent through the regular approval process to create a Purchase Order.

Reimbursement will not be made for items purchased with gift cards and/or certificates.

After approval process copies will be sent to the Office Manager and to the original purchaser, along with the payment.

Public Bid Processes

Bid Award is Based on Public Contract Code, the District awards bids to the "lowest qualified responsible bidder" defined as the lowest priced bidder who offers the best responses in quality, fitness, capacity and trustworthiness to the requirements of the proposed work. Such factors as delivery, time, quality, compatibility, references, experience, parts and service, freight costs, among others, influence an award to the lowest qualified responsible bidders. A "responsive" bid/proposal is one that conforms to the requirements of the statement of work, specification(s), solicitation, instructions and the District's contractual terms and conditions and Public Contract Code. This would also include such factors as completeness of the quotation and bid forms, inclusion of references and attachments and completion of required responses. Informal quotes, bids or proposal for goods and/or services may be requested and received verbally and/or in writing by mail, e-mail and facsimile. Informal bids apply to purchases below the formal bid limits described herein.

Policy Guidelines for District Major Purchases and Public Bidding of Maintenance & Operations Projects:

- 1. If a project is less than \$10,000, supplier can be sole sourced if the District has previous positive experience with the supplier. However, the project initiator has the option to obtain three proposals. The project will require approval according to current procedures.
- 2. If a project is greater than \$10,000, but less than \$60,000, the project initiator will obtain a minimum of three proposals. The Chief Business Official or the Superintendent may waive this requirement in an emergency.
- 3. Projects over \$60,000 will be evaluated on a case-by-case basis to determine if they meet the \$60,000 threshold for public works projects or the maintenance and equipment threshold of \$92,600 (increased annually).
- 4. Public works projects \$60,000 or over or public works projects over \$92,600 will be subject to Board approval and the competitive bidding process. A Competitive Bidding Summary that describes the various bidding categories is attached for reference.
- 5. On all projects, the scope of work shall be clearly written in order to avoid change orders and the appearance of bid splitting. Part 3, Chapter 1, Article 3, Section 20116 of the CA Public Contract Code addresses the issue of separating projects into smaller segments to avoid competitive bidding.

Competitive Bidding Summary

PCC 20111(a). Public projects exceeding \$92,600

- Purchase of equipment, materials or supplies
- Services, Non-construction
- Repairs and maintenance

Note: Projects in this category typically do not require a Notice to Proceed and Notice of Completion, since the purchase is facilitated by P.O. and no construction is conducted. The bid threshold is adjusted annually by the State Dept. of Education.

PCC 20111(b). Public projects (excluding maintenance) exceeding \$60,000.

- Construction, reconstruction, erection, alteration, renovation, improvement, demolition and repairs involving facilities
- Example: The installation of fascia trim if it were a work of improvement or an alteration to a facility
- Example: The removal and replacement of the entire carpet

- Example: Removal and replacement of an entire roof
- Example: Upgrading or improving an existing wiring system to increase the capacity of the system
- Painting or repainting of facilities, including painting an entire school, entire structure, or entire building

PCC 22002 (d) and 20115. Maintenance—Bidding not required unless project exceeds \$92,600. The bid threshold is adjusted annually by the State Dept. of Education

- Routine, recurring and usual work for the preservation or protection of any facility for its intended purpose
- Minor repainting, including any painting of less than an entire facility or less than whole plant, building, ground facility or real property, or the painting of a room, wing or portion of an entire building or structure
- Resurfacing of streets at less than one inch
- Landscape maintenance, including mowing, watering, trimming, pruning, planting, replacement of plants and servicing of irrigation and sprinkler systems
- Ordinary upkeep or repair work such as replacements in kind, repainting, re-plastering and re-roofing
- Example: The replacement of existing fascia trim
- Example: Repairing or replacing a portion of a roof
- Example: Repairing or replacing a portion of the entire carpet
- Example: Replacing or repairing existing wiring that has failed
- Example: Use of day labor or force account not exceeding 350 hours