



Form GSOP 1-PIN (04/98)

STATE OF CALIFORNIA
 Department of General Services - Office of Procurement
PURCHASE ORDER

Purchase Order No. Rev. Date
62231 6/30/2008

Supplier No.	Solicitation No.	Delivery Date	FOB Point	Invoice Terms
811928	57045	120 Days ARC	Destination	

ATLAS PERFORMANCE IND., INC
 PO BOX 5754
 SANTA MARIA, CA 93456
 Attn: TED MARTINO

S CA DEPT OF FORESTRY & *C* FORESTRY & FIRE PROT A-45
h T FIRE PROTECTION *h* T CA FIRE ACADEMY
i o 4501 STATE HIGHWAY 104 *r* o (SAME AS SHIP TO ADDRESS)
P IONE, CA 95640 *e*
 Attn: CAL FIRE ACADEMY

Agency Billing	Agency Purchase Estimate	Purchase Estimate	Revision
13029	SPE7K101	67232	0

Phone: 800-394-9217

Agency Contact	Phone	Date Received
KEITH WIGGANS	209-274-2426	

Item No.	Quantity	Unit	Commodity Code	Description	Unit Price	Extension
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This purchase order is being awarded on SEPTEMBER 26, 2008 pursuant to Government Code Section 13332.17. Any encumbrances made pursuant to this purchase order shall be construed to have been made on the last day of the preceding fiscal year.

The general provisions for Non-IT commodities are hereby incorporated by reference. These General Provisions can be obtained by phoning (916) 375-4400 or by accessing our website at:

www.documents.dgs.ca.gov/pd/modellang/GPnonIT0407.pdf

THE FOLLOWING INFORMATION IS PROVIDED FOR AGENCY USE ONLY:

Prime Contractor: SB

1	1	EA	5410-999-0001-4	BUILDING PREFABRICATED & PORTABLE WOOD Building, Prefabricated & Portable. Wood, 36' x 60'. To be delivered and assembled on site in accordance with the attached Bid Specification 5410-159R2, dated Sept. 4, 2008, of nine (9) pages.	175,798.0000	175,798.00
2	1	EA	5410-000-0005-9	INSTALLATION (AS DESCRIBED) In accordance with the Bid Specification 5410-159R2 dated Sept. 4, 2008.	12,972.0000	12,972.00

Total Value: 188,770.00

FOR THE PURPOSE OF THIS AWARD

Only Free On Board (F.O.B.) Destination will be accepted.

Sales and/or use tax to be extra unless noted above

<i>Shannon Keller</i> SHANNON KELLER	Phone 916-375-4606	BOC Number
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John C. [Signature]

STATE OF CALIFORNIA

Department of General Services - Office of Procurement

PURCHASE ORDER CONTINUATION

Form GSOP 2-PIN (04/98)

Page 2 (Last)

<i>Purchase Order No.</i>	<i>Revision</i>	<i>Date</i>	<i>Supplier No.</i>	<i>Supplier Name</i>
62231		6/30/2008	811928	ATLAS PERFORMANCE IND., INC

<i>Item No.</i>	<i>Quantity</i>	<i>Unit</i>	<i>Commodity Code</i>	<i>Description</i>	<i>Unit Price</i>	<i>Extension</i>
<p><u>RATE OF WAGES</u></p> <p>The vendor shall pay the rate of wages for regular, overtime and holiday work plus employer payments for all benefits generally prevailing in the locality in which the work is to be performed, for all crafts, classifications or types of workmen used on State premises at the point of delivery by the vendor for the assembly and installation of the materials purchased under this contract.</p>						
<p><u>HOUSING AND COMMUNITY DEVELOPMENT APPROVAL</u></p> <p>Please refer to page six (6) of nine (9) of the Bid Specification (5410-159R2) Section 4.4.27 and Section 4.4.28 for Dept. of Housing and Community (DHCD) approval requirements.</p>						
<p><u>SUBMITTALS</u></p> <p>Submittals outlined on page eight (8) of nine (9) in the Bid Specification (5410-519R2) must be submitted in electronic format within twenty-one (21) days after award.</p>						
<p><u>WARRANTY</u></p> <p>Warranty requirements are outlined on page seven (7) of nine (9) in the Administrative Procedures Section 5 through 5.4 of the Bid Specification (5410-159R2).</p>						
<p><u>CHANGE ORDERS</u></p> <p>This Purchase Order may be amended, modified, or terminated at any time by mutual agreement of the parties, in writing. Change orders amending, modifying or terminating the Purchase Order, including any modifications of the compensation payable, may be issued only by the State Procurement Officer. All such change orders shall be in writing and issued only upon written concurrence of the supplier. Termination, as that term is used in this section, does not include termination for default of the supplier.</p>						
<p><u>SALES TAX</u></p> <p>Sales tax was not included in the bid pricing and is not part of this award. Sales tax should be added at time of invoicing. The sales tax rate applied should be based on the rate of the area the product is to be delivered to.</p>						
<p><u>SCPRS</u></p> <p>This Purchase Order has been registered into the State Contract and Procurement Registration System (https://www.scprs.dgs.ca.gov/). The registration number is 35400908334906.</p>						



STATE OF CALIFORNIA
Bid Specification

Prefabricated Portable Wood Building

Department of Forestry & Fire Protection

1.0 SCOPE:

This specification establishes the general requirements for new prefabricated portable building. Building shall be used for Emergency Command Center (ECC). The building shall be set in place, blocked, leveled, and tied down, at the CAL-FIRE Academy, 4501 State Hwy 104, Lone, CA. All costs, including any fees, permits, transportation and installation at the site, shall be included in the bid price. All of the provisions of this specification shall apply except as indicated in the Invitation for Bid (IFB). Each building shall be complete and ready to occupy to the extent outlined in the following detailed specifications.

2.0 DEFINITIONS:

Approval: When the word approval appears, it shall indicate that the designated agency has reviewed the specified plans and/or materials and has certified compliance with these specifications.

Architect: An architect licensed by the State of California.

Contractor: The company responsible for performance on the purchase order issued by the State. May be the same as the manufacturer.

Engineer: An engineer licensed by the State of California.

Manufacturer: The company who manufactures the portable building. The Manufacturer may be the same as the contractor.

Owner: Department of Forestry & Fire Protection, State of California.

PD: Procurement Division, Department of General Services, State of California.

3.0 SPECIFICATION AND STANDARDS:

Specifications and standards referenced in this document in effect on the opening of the Invitation for Bid form a part of this specification where referenced.

4.0 REQUIREMENTS:

4.1 Codes, Standards, Laws, Regulations:

- This winning bidder shall provide building which meets or exceed all requirements as implemented by State of California Housing & Community Development for manufactured housing and is accessible under the American Disabilities Act.
- All work, including equipment, materials, installation, and application shall conform to the manufacturer's instructions, Title 8 Industrial Safety Orders, EPA Rules and Regulations, Title 25 Building Standards, and all applicable State, and Federal codes, laws, and regulations according to the latest editions. The building shall meet accessibility requirements per the American with Disabilities Act (ADA) federal requirements as well as State of California ADA requirements. The building shall meet all County Fire Code and County Ordinances. The structure shall include fire resistive construction as part of the design and in order to meet local, county, and state fire codes and standards. The building and its components shall be pre-inspected, pre-approved utilizing CA DOH standards. HCD Standards apply (1991 UBC, UMC, UPC, 1993 NEC, and Title 25).

- The Contractor shall conform with all safety requirements set forth by regulatory agencies applicable to the construction industry and manufacturer's printed instructions and appropriate technical bulletins and manuals. The Contractor shall provide (when necessary) and require the use of personal protective lifesaving equipment for persons working in or about the project site.

4.2 Coordination of Work and On-Site Inspection:

- 4.2.1 It shall be the Contractor's responsibility to make all necessary arrangements with the state agency's authorized representative for access to grounds. The representative's name and address is available through the state agency. This contact shall be made at least 48 hours prior to delivery of any portable building. In the event building are delivered to any site that is not in condition to receive building, the contractor shall be responsible for all costs incurred including, but not limited to, inspector's time.
- 4.2.2 The site inspector employed by the Department of Forestry & Fire Protection will do on-site inspection. All work, which the manufacturer or his subcontractors perform at the site, will be subject to the inspection by the site inspector. The manufacturer shall furnish the site inspector with a full set of approved plans and such information as may be necessary to keep him fully informed as to progress of work and dates when site work will occur.

4.3 Materials and Workmanship:

- 4.3.1 All workmen shall be skilled and qualified for the work, which they perform. All materials used, unless otherwise specified, shall be new and of the types and grades specified. The Contractor shall, if requested, furnish evidence satisfactory to the state agency that such is the case.
- 4.3.2 Workmanship shall be equal or better in quality to that required by the construction trades for a finished product. A quality control supervisor, designated by the manufacturer, shall review all work in progress and shall review the finished building prior to final inspection to assure it is complete and correct. The quality control supervisor shall have the authority to have materials replaced and work redone in order to correct faulty materials or workmanship.

Technical Specifications

4.4 General:

- 4.4.1 Building shall be permanently identified with an imprinted metal identification tag with the following information: (1) Design Wind Load, and (2) Design Roof Live Load.
- 4.4.2 Building shall be capable of resisting all vertical and lateral loads during transportation and relocation. (Normal industry practice for bracing modules during transportation and relocations is acceptable.)
- 4.4.3 Building shall be sufficiently rigid to be jacked up at the front and back corners for relocation without damage without additional supports of any type. Evidence of excessive bowing during the installation of the building which, in the opinion of the state agency representative, causes excessive working at any joint or compromises the structural integrity of the building shall be sufficient reason for rejection of the building.

4.4.4 Any module building placed in storage for ANY length of time (either in storage yard or on site) shall be closed up in a secure and watertight manner protecting them from all damage. Building shall be maintained in this manner until State acceptance of installation.

4.4.5 Design Criteria

- New Building
- 1991 Uniform Building Code
- Group B Division 2 Occupancy.
- Type 5 Non-rated Construction.
- 1993 National Electric Code.
- 1991 Uniform Mechanical Code.
- 1991 Uniform Plumbing Code.
- State of CA – DOHCD.
- 50 PSF Floor Load.
- 20 PSF Roof Load.
- 80 MPH Exposure C Wind Load.
- 1500 PSF Soil Bearing Capacity.
- Installation of building shall be in accordance with CBC of 2007.
- Building installation shall meet SDC category of D and occupancy category of II, as per CBC of 2007. All bracing and tie-downs shall be supplied and installed by the contractor.

4.4.6 Frame Construction

- Outrigger Type.
- 10" Steel I-Beam.
- Detachable Hitch (To be removed after placement of the building)
- Quad 6000# Axles (To be removed and left at the site)

4.4.7 Floor Construction

- Bottom board barrier.
- R-19 insulation.
- 2" x 8" floor joists 16" O.C.
- 5/8" T & G floor decking.
- Sheet Vinyl w/4" topset rubber base trim at restroom.
- 26 oz. commercial carpeting w/4" topset rubber base trim.

4.4.8 Exterior Wall Construction

- 2" x 4" Studs 16" O.C.
- R-11 Insulation.
- 7/16" L.P. 'Smart Panel' woodgrain siding.
- 7/16" textured Masonite trim.

4.4.9 Interior Wall Construction

- 2" x 4" Studs 16" O.C.
- 2" x 6" Studs at plumbing walls.
- R-11 Sound Batt Insulation.
- 5/8" Gypsum wallboard with texture and paint finish.

4.4.10 Roof/Ceiling Construction

- Pitched roof system 1/4" in 12" Pitch.
- Steel clearspan construction.
- 2" x 8" Roof joists 24" O.C.
- 1/2" Plywood roof sheathing or equal.
- 2' x 4' Suspended Acoustical T-Grid Ceiling @ 9'.

Ceiling that supports recessed light fixtures or grills shall have a minimum of heavy duty per ASTM C635 (Metal Suspension Systems for Acoustical Tile and lay-in Panel Ceilings). Grid shall be directly hung in strict compliance with Title 24 21 C.C.R. and Title 24 C.C.R.

- R-19 Insulation shall be directly above the T-grid.
- Attic vents shall be provided in the ceiling cavity.
- TPO Roofing.
- Gutters and Downspouts.

4.4.11 Doors and Windows

- Steel doors with 5"X22" WRG vision panels and steel frames, Best brand lever lockset w/IC core and panic hardware at all exterior doors.
- 36" x 80" Solid core interior doors w/Best brand privacy lockset w/IC core and 3 pc KD/HD steel frame.
- Windows to be low Esquare vinyl dual pane.
- Windows shall have horizontal Mini-blinds.

4.4.12 **Hinges:** Size and number as recommended by door manufacturer. Hinges shall be full mortise type, solid brass or bronze, with set screw in barrel and minimum of two ball bearings.

4.4.13 **Lockset:** Exterior doors to be equipped with panic hardware that will be compatible with the BEST lock system (sample catalog number 63K7AB4C-STK-626) and compatible with academy key plan.

4.4.14 **Threshold:** Threshold saddle shall be extruded aluminum 5" wide, PEMKO 271A. Door shoe shall be extruded aluminum with vinyl insert, PEMKO 216AV.

4.4.15 **Weather-stripping:** All exterior doors shall be weather-stripped with PEMKO 299PDV at doorjamb and head.

4.4.16 **Coffee Station:** Coffee station shall have laminate countertop, S.S bar sink, and faucet with hot and cold water. 20 amp, 120V receptacle. Under cabinet EEMAX (or equivalent) point of use water heater shall be provided.

4.4.17 Painting:

- All exposed surfaces shall be primed and painted except interior paneling, vinyl window frames, and thresholds. Material shall be of the grade specified or equal.
- Exterior - Wood siding and trim: Siding and trim shall be of complementing colors. Colors shall be selected after award of bid. Paint shall be a flat or low sheen latex - apply one coat as primer and at least one finish coat. Prime coat shall be brushed on or sprayed and back brushed into all grooves in the siding. Prime coat shall be allowed to dry according to manufacturer's recommendation. Prime and finish coats shall be compatible and manufactured by the same company.
- All trim not precoated shall be painted with two coats of semi-gloss latex over primer.
- All metal surfaces shall be painted with two finish coats over red lead zinc chromate, or comparable rust inhibiting primer. A baked enamel finish is also acceptable.
- Color shall be selected by the ordering agency from factory available colors.

4.4.18 Electrical

- (3) 125 Amp 3 Phase 120/208 load centers w/ main breaker.
- NMC Copper Romex Raceway throughout
- 2' x 4' 4 Tube, diffused, recessed fluorescent lighting
- (4) Exterior Fluorescent Entrance Lights @ doorways
- Switches at doorways
- Duplex receptacles as required by NEC.
- (10) Telephone J-Boxes with conduit stub, pull string and blank cover plate.
- Light with switch in phone/electrical room
- Fourplex outlet in phone/electrical room
- MT phone/data box with conduit, pull string and blank cover plate in phone/electrical room

4.4.19 Unisex Restroom ADA Compliant (latest standard).

- Copper supply, ABS drain, waste and vent
- Tank Type handicap water closets
- Wall-hung Lavatory
- EEMAX point of use water heater or equal
- Toilet paper holder
- Mirror
- Grab bars
- Paper towel dispenser

4.4.20 H.V.A.C.

- (3) 3-Ton wall mount Electric heat pumps HVAC Unit(s). 208V, 3-phase
- Overhead ducted supply w/plenum wall
- Overhead ducted return system w/plenum Wall
- (1) Exhaust fan(s) through roof

4.4.21 Miscellaneous

- Pier and pad on concrete slab setup w/ Tiedowns
- Skirting to match siding
- Engineered foundation plan.
- 12' X 36' X 12' (H) raised floor section with ADA compliant access ramp.

4.4.22 Utilities

- Site utilities to be installed by facilities staff.

4.4.23 Fire Sprinklers: Each building shall be equipped with a fire sprinkler system that meet or exceeds State Fire Marshall standard 13d. Install fire alarms as required by California Building Code and State of California DOHCD.

4.4.24 Phone/Electrical Room: Phone/Electrical room shall be provided. See figure 1.

4.4.25 Accordian Door: 9' X 24' sound insulated accordion door with sound transmission class (STC) rating of 45 minimum, see figure 1.

4.4.26 Life and Safety:

- There shall be a separate smoke detector in each room of the building.
- There shall be strobe and annunciators in the restroom.
- Exit lighting as necessary by the Building and Fire Code.

4.4.26 Approval by the Department of Housing and Community Development:

4.4.27 The contractor shall prepare COMPLETE plans and specifications, including structural, mechanical, Housing and Community Development (DHCD). All plans, specifications and calculations shall be signed by an architect(s) or engineer(s) licensed by the State of California. Contractor shall pay for any required inspections and pay any fees required for approval and issuance of trailer identification tags by DHCD.

4.4.28 At the time of the bid opening, bidder shall have a valid commercial coach dealer's license issued by DHCD.

4.5. Fire Extinguishers: Fire extinguishers shall be included per code.

Administrative Procedures

4.6 Erection at the Site:

- 4.6.1 The contractor shall erect the building on the specified site, block, level and tie down. Axles shall be left in place. Tongue and tires to be removed and left on-site.
- 4.6.2 Once delivery of building is made to the site, installation shall commence immediately and be pursued in a timely manner until complete. Failure to begin installation within 24 hours after delivery (Saturdays, Sundays and Holidays excepted) or failure to complete building installation to the approval of the State within twenty one (21) calendar days after building delivery shall be considered as a Breach of Default of the Contract and the State may invoke Paragraph 25 of the General Provisions.
- 4.6.3 The contractor shall furnish materials, articles and equipment in ample quantities and at such times as to assure uninterrupted progress on the work. Failure to provide adequate working force, or material of proper quality, or failure in any other respect to prosecute the work with diligence and force specified herein are grounds for declaring a default on contract.
- 4.6.4 Security of the building against vandalism is the sole responsibility of the contractor until installation of the building, according to the terms of this contract, has been completed and the building has been accepted by the State.
- 4.7 Clean Up: Because of the nature of the sites, the Contractor shall lock up all materials and equipment at the end of the day's work. All scrap material shall be removed from the site at the end of each day's work. Except for plumbing and electrical hook-up, the building site and the building shall be clean and ready for occupancy prior to acceptance by the State.
- 4.8 Grounding of Building Components: Contractor shall be responsible for providing necessary connectors to ground the metal portions of the building (i.e., frame, etc.). Grounding rod, wires, and testing shall be provided by others.

5. WARRANTY:

- 5.1 Contractor shall unconditionally guarantee that work will be done in accordance with requirements of contract, and that the work will remain free of defects in workmanship and materials for a period of one year from date of acceptance by the State, unless a longer guarantee period is specifically indicated
- 5.2 Contractor shall agree to repair or replace any and all work, together with any other adjacent work which may have been damaged or displaced in so doing, that may prove to be not in accordance with requirements of contract or that may be defective in its workmanship or material within guarantee period specified, without any expense whatsoever to State, ordinary wear and tear and unusual abuse or neglect excepted.
- 5.3 Within ten calendar days after being notified in writing by the agency of any work not in accordance with requirements of contract or any defects in the work, contractor shall commence and prosecute with due diligence all work necessary to fulfill terms of this guarantee, and to complete the work within a reasonable period of time. In the event the contractor fails to comply, the agency shall proceed to have such work done at contractor's expense and contractor shall pay cost thereof upon demand. State shall be entitled to all costs, including reasonable attorney's fees, necessarily incurred upon contractor's refusal to pay above costs.

- 5.4 The manufacturer shall warrant the building to be watertight for a period of not less than ten (10) years. (Provided the buildings have not been moved or modified.)
6. **SUBMITTALS:** Following submittals shall be required within 21 days after the award, subject to agency's (Cal-Fire Academy) approval in accordance with the specifications.
- 6.1 Pre-construction conference between the agency's staff and the successful bidder will be held prior to drawings, foundation plan, and security plan submittal.
- 6.2 The bidder shall provide shop drawings showing the location, size, capacity requirements for: Electrical, sewer, and water.
- 6.3 The bidder shall provide scale drawings of the floor plans of building.
- 6.4 Engineered tie-Down and foundation plans shall be provided.
- 6.5 Bidder shall provide a safety plan for all work performed on campus.
- 6.6 All submittals shall be in electronic format.
7. **SAFETY:** The contractor shall maintain a clean safe work area at all times. The speed limit is 15 MPH on all campus property. The work area will be barricaded or "cautioned taped" to keep students and staff out of the work area.
8. **TEMPORARY FACILITIES:** Contractor shall make arrangements for and provide his own temporary water, electric light and power, field office, corporation yard, parking and toilet facilities at the site as may be required. Comply with such requirements and restrictions for their use as may be prescribed by authorities having jurisdiction:

5410-159CI.

Contractor's License Requirements

Solicitation Number: 57045

Introduction

This solicitation includes the installation of new equipment at the designated site. California law requires the prime contractor and their sub-contractor(s) to possess a valid Contractors License (s), of the proper classification, at the time of bid opening. (Business and Professions Code, B&P 7028.15)

Statement of Work

The following describes the work to be performed and defines the responsible parties:

State Responsibilities:

1. State designated officer will identify the location, where the equipment shall be installed.
2. All excavation, grading, soil compaction and landscaping
3. Engineered concrete pad for 36' X 60' prefabricated office building.
4. Electrical power, gas, potable water, and sewer connections as indicated by the vendor.
5. Academy staff will make all necessary utility connections

Contractor(s) Responsibilities:

1. Building shall be ~~blocked~~, leveled, and set in place by the contractor at the prepared site.
2. The building shall be placed by the contractor on steel or concrete piers.
3. Installation of ~~modular~~ office shall comply with CBC of 2007.
4. ~~Installation shall comply for SDC category of D and occupancy category of II, as per CBC 2007.~~
5. Contractor shall clean the site after installation of the modular building.

License Requirements

One (or more) of the following licenses is required for this solicitation:

Classification(s): Class A, Class B, C-47 (General Manufactured Housing Contractor)

Contracting law states that a prime contract can not be awarded to a specialty contractor whose classification constitutes less than a majority of the project. B&P 7059(b). However, required work that is incidental and supplemental to the project may be undertaken by the specialty contractor even though that contractor does not hold those specific specialty licenses. Non-incidental work must be performed by a licensed subcontractor.

A specialty contractor may use subcontractors to complete the incidental and supplemental work, or he may use his own employees to do so. (California Code of Regulations CCR 831)

Prime Contractor (Bidder)

Contractors License Number 546940
 License Issued to Whom? ATLAS PERFORMANCE INDUSTRIES, INC.
 Relationship of Bidder to License Holder CORP.
 Classification B AND C47

5410-159CL

Expiration date 11-30-2008

Subcontractors

Name/Address	License No.	Classification	Expiration date
WHITTLE Fire Protection	677913	C-16	
ACTION AIR CONDITIONING + HEAT	794761	C-20	

Other

The bidder shall comply with the Laws and Regulations governing the payment of prevailing wage.

The bidder certifies that every employer is insured against liability for workman's compensation before commencing performance of the work.

A joint bid (see definition in the solicitation's "General Provisions") requires a joint venture license.

Contractors are legally required to maintain a form of security deposit as a guarantee that they will perform in a good and workmanlike manner. Specific requirements are outlined elsewhere in the solicitation.

The state reserves the right to approve subcontractors.

The bidder certifies the accuracy of the representations made on this form.