WESTERN PLACER UNIFIED SCHOOL DISTRICT
600 SIXTH STREET, SUITE 400,
LINCOLN, CALIFORNIA 95648
Phone: 916.645.6350 Fax: 916.645.6356

MEMBERS OF THE GOVERNING BOARD

Paul Carras - President
Paul Long – Vice President
Brian Haley – Clerk
Damian Armitage - Member
Kris Wyatt - Member

DISTRICT ADMINISTRATION

Scott Leaman, Superintendent
Gabe Simon, Assistant Superintendent of Personnel Services
Audrey Kilpatrick, Assistant Superintendent of Business & Operations
Kerry Callahan, Assistant Superintendent of Educational Services

	STUDENT ENROLLMENT		
School	**2017-18 CALPADS**	**2/1/2018**	**3/2/2018**
Sheridan Elementary (K-5)	52	54	55
First Street Elementary (K-5)	434	437	432
Carlin C. Coppin Elementary (K-5)	430	433	434
Creekside Oaks Elementary (K-5)	614	631	639
Twelve Bridges Elementary (K-5)	649	654	657
Foskett Ranch Elementary (K-5)	428	430	430
Lincoln Crossing Elementary (K-5)	649	650	652
Glen Edwards Middle School (6-8)	896	902	904
Twelve Bridges Middle School (6-8)	759	767	768
Lincoln High School (9-12)	1,955	1,922	1,917
Phoenix High School (10-12)	75	82	83
SDC Program (18-22)	10	10	10
TOTAL	**6951**	**6,972**	**6,981**

SDC Pre-School

Foskett Ranch	20
First Street/LIP	69
Carlin C. Coppin	0

ATLAS Program 28

Parent Education
Continuing Educ. Classes

GLOBAL DISTRICT GOALS

~Develop and continually upgrade a well articulated K-12 academic program that challenges all students to achieve their highest potential.
~Foster a safe, caring environment where individual differences are valued and respected.
~Provide facilities for all district programs and functions that are suitable in terms of function, space, cleanliness and attractiveness.
~Promote the involvement of the community, local government, business, service organizations, etc. as partners in the education of our students.
~Promote student health and nutrition in order to enhance readiness for learning.

Western Placer Unified School District

Regular Meeting of the Board of Trustees

April 3, 2018

WPUSD District Office/City Hall Building–3rd Floor Conference Room
600 Sixth Street, Lincoln, CA 95648

AGENDA

2017-2018 Goals & Objectives (G & O) for the Management Team: Component I: Quality Student Performance; **Component II:** Curriculum Themes; **Component III:** Special Student Services; **Component IV:** Staff & Community Relations; **Component V:** Facilities/Administration/Budget.

All Open Session Agenda related documents are available to the public for viewing at the Western Placer Unified School District Office located at 600 Sixth Street, Fourth Floor in Lincoln, CA 95648.

6:15 P.M. START

1. **CALL TO ORDER** – WPUSD District Office/City Hall Bldg. - 3rd Floor Conference Room

2. **COMMUNICATION FROM THE PUBLIC**

This portion of the meeting is set aside for the purpose of allowing an opportunity for individuals to address the Board regarding matters on the agenda. The Board is not allowed to take action on any item, which is not on the agenda except as authorized by Government Code Section 54954.2. Request forms for this purpose are located at the entrance to the Meeting Room. Request forms are to be submitted to the Board Clerk prior to the start of the meeting.

6:20 P.M.

3. **CLOSED SESSION** – WPUSD District Office – 4th Floor Overlook Room

3.1 CONFERENCE WITH LABOR NEGOTIATOR
Bargaining groups: WPTA & CSEA Negotiations
Agency Negotiators:
~Scott Leaman, Superintendent
~Gabe Simon, Assistant Superintendent of Personnel Services
~Audrey Kilpatrick, Assistant Superintendent of Business and Operations
~Kerry Callahan, Assistant Superintendent of Educational Services

3.2 CONFERENCE WITH REAL PROPERTY NEGOTIATOR
Lincoln Crossing South Site and Adjacent Property APN: 327-010-014 (9.4 acres), APN: 327-010-012 (5.2 acres)

3.3 CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
CAL200 et al. v. Apple Valley et al., S.F. County Superior Court Case No. CPF-15-514477

3.4 PERSONNEL
Public Employee Employment/Discipline/Dismissal/Release –
Roll call vote:

3.5 STUDENT DISCIPLINE/EXPULSION PURSUANT TO E.C. 48918
Student Discipline – Stipulated Expulsion Student #17-18-E

7:00 P.M.

4. ADJOURN TO OPEN SESSION/PLEDGE OF ALLEGIANCE – District Office/City Hall Blvd., - 3rd Floor Conference Room

The Board of Trustees will disclose any action taken in Closed Session regarding the following items:

4.1 ***Page 9*** **- CONFERENCE WITH LABOR NEGOTIATOR**
Bargaining groups: WPTA & CSEA Negotiations
Agency Negotiators:
~Scott Leaman, Superintendent
~Gabe Simon, Assistant Superintendent of Personnel Services
~Audrey Kilpatrick, Assistant Superintendent of Business and Operations
~Kerry Callahan, Assistant Superintendent of Educational Services

4.2 ***Page 10*** **- CONFERENCE WITH REAL PROPERTY NEGOTIATOR**
Lincoln Crossing South Site and Adjacent Property APN: 327-010-014 (9.4 acres), APN: 327-010-012 (5.2 acres)

4.3 ***Page 11*** **- CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION**
CAL200 et al. v. Apple Valley et al., S.F. County Superior Court Case No. CPF-15-514477

4.4 ***Page 12*** **- PERSONNEL**
Public Employee Employment/Discipline/Dismissal/Release

4.5 ***Page 13*** **- STUDENT DISCIPLINE/EXPULSION PURSUANT TO E.C. 48918**
Student Discipline – Stipulated Expulsion Student #17-18-E

5. ***Page 15-69*** **- CONSENT AGENDA**

NOTICE TO THE PUBLIC
All items on the Consent Agenda will be approved with one motion, which is not debatable and requires a unanimous vote for passage. If any member of the Board, Superintendent, or the public, so request, items may be removed from this section and placed in the regular order of business following the approval of the consent agenda.

5.1 Certificated Personnel Report
5.2 Classified Personnel Report
5.3 Approval of Minutes for: March 6th & 20th, 2018
5.4 Approval of Warrants
5.5 Ratification of Agreement for Inspection Services with T. Wilson Services or Lincoln High School Portables 2018 Project
5.6 Ratification of Agreement for Inspection Services with Donald Sharp for Glen Edwards Middle School Modernization and Addition Project
5.7 Ratification of Contract with Placer county Office of Education and WPUSD
5.8 School-Sponsored Trips Involving Out-of-State, Out-of-Country, and or Overnight Travel

Roll call vote:

6. COMMUNICATION FROM THE PUBLIC

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7. REPORTS & COMMUNICATION

- Lincoln High School Student Advisory – Rebecca Luy
- Western Placer Teacher's Association – Tara Jeane
- Western Placer Classified Employee Association – Gus Nevarez
- Superintendent - Scott Leaman

8. ♦ACTION ♦DISCUSSION ♦INFORMATION

Members of the public wishing to comment on any items should complete a yellow REQUEST TO ADDRESS BOARD OF TRUSTEES form located on the table at the entrance to the Board Room. Request forms are to be submitted to the Board Clerk before each item is discussed.

8.1 Action *Page 71* – **ACCEPTANCE OF BID AND APPROVE AWARDING THE CONTRACT TO RUA AND SON MECHANICAL FOR THE LINCOLN HIGH SCHOOL ROOF RENOVATION PROJECT – Adell** *(17-18 G & O Component I, II, III, IV, V)*

- Scope of work includes, but not limited to; repair of decking, installation of insulation, installation of new roof system, repairing any deficiencies, and other required work indicated in the plans and specifications for a complete, functioning roof system for the Dale Pence Gymnasium Building to address ongoing roof leaks.

8.2 Action *Page 76* – **ACCEPTANCE OF REQUEST FOR PROPOSAL (RFP) AND APPROVE AWARDING ENERGY SERVICES IMPLEMENTATION CONTRACT TO TRANE U.S. INC. FOR PROP. 39 ENERGY EFFICIENCY PROJECTS – Kilpatrick** *(17-18 G & O Component I, II, III, IV, V)*

- Proposition 39, a voter approved initiative at the November 2012 statewide general election, provides for annual transfers from the State General Fund to the Clean Energy Job Creation Fund for the period of five years, 2013-2014 through 2017-2018.

9. BOARD OF TRUSTEES

9.1 FUTURE AGENDA ITEMS

The following are a number of agenda items that the Board of Trustees has been monitoring. They are NOT action items for tonight's meeting, but are noted here for continuing purposes and to ensure that when there are changes or new information they will be called up as Action/Discussion/Information.

- School Safety

9.2 BOARD MEMBER REPORTS/COMMENTS

10. ESTABLISHMENT OF NEXT MEETING(S)

The President will establish the following meeting(s):

- **April 17, 2018** 7:00 P.M., Regular Meeting of the Board of Trustees – District Office/City Hall Bldg., 3rd Floor Conference Room

11. ADJOURNMENT

Accommodating Those Individuals with Special Needs:
In compliance with the Americans with Disabilities Act, the Western Placer Unified School District encourages those with disabilities to participate fully in the public meeting process. If you have a special need in order to allow you to attend or participate in our public meetings, please contact the Office of the Superintendent, at (916) 645-6350 at least 48 hours in advance of the meeting you wish to attend so that we may make every reasonable effort to accommodate you, including auxiliary aids or services.

Posted: 033018
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DISCLOSURE OF ACTION TAKEN IN CLOSED SESSION, IF ANY

Western Placer Unified School District
CLOSED SESSION AGENDA

Place: **District Office/City Hall Bldg. – Overlook Room (Fourth Floor)**
Date: **Tuesday, April 3, 2018**
Time: **6:20 P.M.**

1. LICENSE/PERMIT DETERMINATION

2. SECURITY MATTERS

3. CONFERENCE WITH REAL PROPERTY NEGOTIATOR

4. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION

5. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION

6. LIABILITY CLAIMS

7. THREAT TO PUBLIC SERVICES OR FACILITIES

8. PERSONNEL

* PUBLIC EMPLOYEE APPOINTMENT
* PUBLIC EMPLOYEE EMPLOYMENT
* PUBLIC EMPLOYEE PERFORMANCE EVALUATION
* **PUBLIC EMPLOYEE EMPLOYMENT/DISCIPLINE/DISMISSAL/ RELEASE**
* COMPLAINTS OR CHARGES AGAINST AN EMPLOYEE

9. CONFERENCE WITH LABOR NEGOTIATOR

10. STUDENTS

* **STUDENT DISCIPLINE/EXPULSION PURSUANT TO E.C. 48918**
* STUDENT PRIVATE PLACEMENT
* INTERDISTRICT ATTENDANCE APPEAL
* STUDENT ASSESSMENT INSTRUMENTS
* STUDENT RETENTION APPEAL, Pursuant to BP 5123
* DISCLOSURE OF CONFIDENTIAL STUDENT RECORD INFORMATION

1. **LICENSE/PERMIT DETERMINATION**
   A. Specify the number of license or permit applications.
2. **SECURITY MATTERS**
   A. Specify law enforcement agency
   B. Title of Officer

3. **CONFERENCE WITH REAL PROPERTY NEGOTIATOR**
   A. Property: specify the street address, or if no street address the parcel number or unique other reference to the property under negotiation.
   B. Negotiating parties: specify the name of the negotiating party, not the agent who directly or through an agent will negotiate with the agency's agent.
   C. Under negotiations: specify whether the instructions to the negotiator will concern price, terms of payment or both.

4. CONFERENCE WITH LEGAL COUNSEL-EXISTING LITIGATION
   A. Name of case: specify by reference to claimant's name, names or parties, case or claim number.
   B. Case name unspecified: specify whether disclosure would jeopardize service of process or existing settlement negotiations.
5. CONFERENCE WITH LEGAL COUNSEL-ANTICIPATED LITIGATION
   A. Significant exposure to litigation pursuant to subdivision (b) of Government Code section 54956.9 (if the agency expects to be sued) and also specify the number of potential cases.
   B. Initiation of litigation pursuant to subdivision (c) of Government Code Section 54956.9 (if the agency intends to initiate a suit) and specify the number of potential cases.
6. LIABILITY CLAIMS
   A. Claimant: specify each claimants name and claim number (if any). If the claimant is filing a claim alleging district liability based on tortuous sexual conduct or child abuse, the claimant's name need not be given unless the identity has already been publicly disclosed.
   B. Agency claims against.
7. THREATS TO PUBLIC SERVICES OR FACILITIES
   A. Consultation with: specify name of law enforcement agency and title of officer.
8. PERSONNEL:
   A. **PUBLIC EMPLOYEE APPOINTMENT**
      a. Identify title or position to be filled.
   B. **PUBLIC EMPLOYEE EMPLOYMENT**
      a. Identify title or position to be filled.
   C. **PUBLIC EMPLOYEE PERFORMANCE EVALUATION**
      a. Identify position of any employee under review.
   D. **PUBLIC EMPLOYEE EMPLOYMENT/DISCIPLINE/DISMISSAL/RELEASE**
      a. It is not necessary to give any additional information on the agenda.
   E. **COMPLAINTS OR CHARGES AGAINST AN EMPLOYEE, UNLESS EMPLOYEE REQUESTS OPEN SESSION**
      a. No information needed
9. CONFERENCE WITH LABOR NEGOTIATOR
   A. Name any employee organization with whom negotiations to be discussed are being conducted.
   B. Identify the titles of unrepresented individuals with whom negotiations are being conducted.
   C. Identify by name the agency's negotiator
10. STUDENTS:
   A. **STUDENT DISCIPLINE/EXPULSION PURSUANT TO E.C. 48918**
   B. **STUDENT PRIVATE PLACEMENT**
      a. Pursuant to Board Policy 6159.2
   C. **INTERDISTRICT ATTENDANCE APPEAL**
      a. Education Code 35146 and 48918
   D. **STUDENT ASSESSMENT INSTRUMENTS**
      a. Reviewing instrument approved or adopted for statewide testing program.
   E. **STUDENT RETENTION/ APPEAL**
      a. Pursuant to Board Policy 5123
   F **DISCLOSURE OF CONFIDENTIAL STUDENT RECORD INFORMATION**
      a. Prevent the disclosure of confidential student information.

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEE MEETING FACT SHEET

MISSION STATEMENT: Empower Students with the skills, knowledge, and attitudes for Success in an Ever Changing World.
DISTRICT GLOBAL GOALS
1. **Develop and continually upgrade a well articulated K-12 academic program that challenges all students to achieve their highest potential, with a special emphasis on students**
2. **Foster a safe, caring environment where individual differences are valued and respected.**
3. **Provide facilities for all district programs and functions that are suitable in terms of function, space, cleanliness and attractiveness.**
4. **Promote the involvement of the community, parents, local government, business, service organizations, etc. as partners in the education of the students.**
5. **Promote student health and nutrition in order to enhance readiness for learning.**

SUBJECT:
Bargaining Groups:
WPTA & CSEA Negotiations
Agency Negotiators:
Scott Leaman, Superintendent
Gabe Simon, Assistant Superintendent of Personnel Services
Audrey Kilpatrick, Assistant Superintendent Business and Operations
Kerry Callahan, Assistant Superintendent of Educational Services

AGENDA ITEM AREA:
Disclosure of action taken in closed session

REQUESTED BY:
Scott Leaman
Superintendent

ENCLOSURES:
No

DEPARTMENT:
Personnel

FINANCIAL INPUT/SOURCE:
N/A

MEETING DATE:
April 3, 2018

ROLL CALL REQUIRED:
No

BACKGROUND:
Labor Negotiator will give the Board of Trustees an update on Western Placer Teachers Association & Classified Schools Employee Association Bargaining Groups.

ADMINISTRATION RECOMMENDATION:
Administration recommends the board of trustees be updated on negotiations.

wp/rk/factform

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEE MEETING FACT SHEET

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5. **Promote student health and nutrition in order to enhance readiness for learning.**

SUBJECT:
CONFERENCE WITH REAL PROPERTY NEGOTIATORS

AGENDA ITEM AREA:
Closed Session

REQUESTED BY:
Scott Leaman, Superintendent

ENCLOSURES:
No

DEPARTMENT:
Administration

FINANCIAL INPUT/SOURCE:
N/A

MEETING DATE:
April 3, 2018

ROLL CALL REQUIRED:
No

BACKGROUND:

The Board of Trustee will disclose any action taken in closed session in regard the Lincoln Crossing South Site and Adjacent Property (APN(s): 327-010-014(9.4 acres), 327-010-012 (5.2 acres))

RECOMMENDATION:

Administration recommends the Board of Trustee disclose action taken in closed session in regard to Real Property.

wp/rk/factform

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEE MEETING FACT SHEET

MISSION STATEMENT: Empower Students with the skills, knowledge, and attitudes for Success in an Ever Changing World.
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SUBJECT:
CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

AGENDA ITEM AREA:
Disclosure of Action Taken in Closed Session

REQUESTED BY:
Scott Leaman, Superintendent
Kerry Callahan,
Assistant Superintendent of Educational Services

ENCLOSURES:
No

DEPARTMENT:
Administration

FINANCIAL INPUT/SOURCE:
N/A

MEETING DATE:
April 3, 2018

ROLL CALL REQUIRED:
No

BACKGROUND:

The Board of Trustees will disclose any action taken in closed session in regard to Case: Mark Babbin and CAL200, S.F. County Superior Court (Case No. CPF-15-514477.

RECOMMENDATION:

Administration recommends the Board of Trustees disclose action taken in closed session in regard to Existing Litigation.

wp/rk/factform

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEE MEETING FACT SHEET

MISSION STATEMENT: Empower Students with the skills, knowledge, and attitudes for Success in an Ever Changing World.
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SUBJECT:
PUBLIC EMPLOYEE EMPLOYMENT/DISCIPLINE/ DISMISSAL/RELEASE

AGENDA ITEM AREA:
Closed Session

REQUESTED BY:
Gabe Simon
Assistant Superintendent of Personnel Services

ENCLOSURES:
No

DEPARTMENT:
Personnel

FINANCIAL INPUT/SOURCE:
N/A

MEETING DATE:
April 3, 2018

ROLL CALL REQUIRED:
Yes

BACKGROUND:

The Board of Trustees will disclose any action taken in closed session in regards to Public Employee Employment/Discipline/Dismissal/Release.

RECOMMENDATION:

Administration recommends the Board of Trustees disclose action taken in closed session in regards to Public Employee Employment/Discipline/Dismissal/Release.

wp/rk/factform

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEE MEETING FACT SHEET

MISSION STATEMENT: Empower Students with the skills, knowledge, and attitudes for Success in an Ever Changing World.
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5. **Promote student health and nutrition in order to enhance readiness for learning.**

SUBJECT:
Student Discipline
Stipulated Expulsion Students #17-18-E

AGENDA ITEM AREA:
Closed Session

REQUESTED BY:
Chuck Whitecotton
District Hearing Officer

ENCLOSURES:
Yes

DEPARTMENT:
Administration

FINANCIAL INPUT/SOURCE:
N/A

MEETING DATE:
April 3, 2018

ROLL CALL REQUIRED:
No

BACKGROUND:

The Board of Trustees will disclose any action taken during Closed Session in regards to the expulsion of Student #17-18-E

RECOMMENDATION:

The Administration recommends the Board of Trustees disclose any action taken in regards to the above item.

wp/rk/factform

CONSENT

AGENDA

ITEMS

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEE MEETING FACT SHEET

MISSION STATEMENT: Empower Students with the skills, knowledge, and attitudes for Success in an Ever Changing World.
DISTRICT GLOBAL GOALS
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5. **Promote student health and nutrition in order to enhance readiness for learning.**

SUBJECT:
Certificated Personnel Report

AGENDA ITEM AREA:
Consent Agenda

REQUESTED BY:
Gabe Simon GS
Assistant Superintendent of Personnel Services

ENCLOSURES:
Yes

DEPARTMENT:
Personnel

FINANCIAL INPUT/SOURCE:
Categorical/General

MEETING DATE:
April 3, 2018

ROLL CALL REQUIRED:

BACKGROUND:

The Board of Trustees will take action to approve the certificated personnel report.

RECOMMENDATION:

Administration recommends ratification of the certificated personnel report.

WESTERN PLACER UNIFIED SCHOOL DISTRICT

PERSONNEL REPORT

April 3, 2018

CERTIFICATED/MANAGEMENT

RESIGNATIONS/RETIREMENTS:

1. Name: Justine McElvain
   Position: Transitional Kindergarten Teacher
   FTE 1.0
   Effective Date: June 7, 2018
   Site: Creekside Oaks Elementary School

2. Name: Donna Griesmer
   Position: Spanish Teacher
   FTE: 1.0
   Effective Date: June 29, 2018
   Site: Lincoln High School

3. Name: Mary Cullen
   Position: French Teacher
   FTE: 1.0
   Effective Date: June 7, 2018
   Site: Lincoln High School

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEE MEETING FACT SHEET

MISSION STATEMENT: Empower Students with the skills, knowledge, and attitudes for Success in an Ever Changing World.
DISTRICT GLOBAL GOALS
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5. Promote student health and nutrition in order to enhance readiness for learning.

SUBJECT:
Classified Personnel Report

AGENDA ITEM AREA:
Consent Agenda

REQUESTED BY:
Gabriel Simon
Assistant Superintendent of Personnel Services

ENCLOSURES:
Yes

DEPARTMENT:
Personnel

FINANCIAL INPUT/SOURCE:
General Fund/Categorical

MEETING DATE:
April 3, 2018

ROLL CALL REQUIRED:

BACKGROUND:

The Board of Trustees will take action to approve the classified personnel report.

RECOMMENDATION:

Administration recommends ratification of the classified personnel report.

WESTERN PLACER UNIFIED SCHOOL DISTRICT
PERSONNEL REPORT

April 3, 2018

CLASSIFIED/MANAGEMENT

NEW HIRES:

1. Name: Rosa Aguilar
   Position: Instructional Aide
   Salary: CSEA, Range 15, Step A
   Hours: 1 Hour/ 5 Days a week
   Days: 10 Months/Year
   Effective: 4/3/18
   Site: Foskett Ranch Elementary
   Replacement

2. Name: Trinity Cooney
   Position: Campus/Cafeteria Supervisor
   Salary: CSEA, Range 13, Step A
   Hours: 1.84 Hours/ 5 Days a week
   Days: 10 Months/Year
   Effective: 3/19/18
   Site: Creekside Oaks Elementary
   Replacement

3. Name: Janeen Kollar
   Position: Paraprofessional Aide
   Salary: CSEA, Range 17, Step C
   Hours: 6.66 Hours/ 5 Days a week
   Days: 10 Months/Year
   Effective: 3/21/18
   Site: First Street School

4. Name: Wendi Pannone
   Position: Paraprofessional Aide
   Salary: CSEA, Range 17, Step D
   Hours: 5.66 Hours/ 5 Days a week
   Days: 10 Months/Year
   Effective: 4/3/18
   Site: Foskett Ranch Elementary
   Replacement

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEE MEETING FACT SHEET

MISSION STATEMENT: Empower Students with the skills, knowledge, and attitudes for Success in an Ever Changing World.
DISTRICT GLOBAL GOALS
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5. **Promote student health and nutrition in order to enhance readiness for learning.**

SUBJECT:
Approval of Minutes:
- March 6, & 20, 2018 Regular Board of Trustee Meeting

AGENDA ITEM AREA:
CONSENT AGENDA

REQUESTED BY:
Scott Leaman,
Superintendent

ENCLOSURES:
Yes

DEPARTMENT:
Administration

FINANCIAL INPUT/SOURCE:
N/A

MEETING DATE:
April 3, 2018

ROLL CALL REQUIRED:
No

BACKGROUND:

The Board of Trustees will consider adoption of the following minutes:

- March 6, & 20, 2018 Regular Board of Trustee Meeting

RECOMMENDATION:

Administration recommends the Board of Trustees take action to approve minutes.

wp/rk/factform

Western Placer Unified School District

Regular Meeting of the Board of Trustees

March 6, 2018

WPUSD District Office/City Hall Building–3rd Floor Conference Room
600 Sixth Street, Lincoln, CA 95648

MINUTES

2017-2018 Goals & Objectives (G & 0) for the Management Team: **Component I:** Quality Student Performance; **Component II:** Curriculum Themes; **Component III:** Special Student Services; **Component IV:** Staff & Community Relations; **Component V:** Facilities/Administration/Budget.

All Open Session Agenda related documents are available to the public for viewing at the Western Placer Unified School District Office located at 600 Sixth Street, Fourth Floor in Lincoln, CA 95648.

Board Members Present:
Paul Carras, President
Paul Long, Vice President
Brian Haley, Clerk
Damian Armitage, Member
Kris Wyatt, Member

Others Present:
Scott Leaman, Superintendent
Kerry Callahan, Assistant Superintendent of Educational Services
Audrey Kilpatrick, Assistant Superintendent of Business & Operations
Gabe Simon, Assistant Superintendent of Personnel Services
Rosemary Knutson, Secretary to the Superintendent
Rebecca Luy, Student Advisory
Mackenzie Myers, Lincoln News Messenger

6:00 P.M. START

1. **CALL TO ORDER** – WPUSD District Office/City Hall Bldg. - 3rd Floor Conference Room

2. **COMMUNICATION FROM THE PUBLIC**

Emily McKinnon shared her journey through Western Placer as a students, it is with great reluctance and sadness that I resign from Glen Edwards Middle school effective the end of this year. I love this community, and have wanted nothing more than to come back and teach in this district after college. It's been a dream of mine for a long time to become a teacher and to be a part of the community where I grew up. Regardless of what happens tonight, I hope I can return to this district, this is where my heart is.

Debbie Freid shared she met Emily when she was 10 years old. I don't work with her personally, but I know her resignation was not by choice, and the board needs to know. My observations of her are she conducts herself as a seasoned professional, doesn't act like a brand new teacher, and she has so much energy in the positive way. She is an asset to our campus, asset to WPUSD. She has ideas that we dream about. We learned to do a whole system of testing and assessment because of Emily. She shared on a personal standpoint as her daughter has subbed in Emily's class. She is

organized and prepared, and the kids have a great connection with her. She is the kind of employee that we want at WPUSD. She is our future and want the board to know, we need more Emily McKinnon in our district.

Lori Reitman honored to be a part of this district, and have worked with so many teachers for the past 25 years. I have had the opportunity to work with Emily this year in Sixth grade, she was one of my students. She has an amazing rapport with children, parents, teachers and colleagues. She has ideas that are unbelievable. The students love her and respect her. We could go on for hours and hours. I'm very saddened by the decision that was made. I hope something changes and I hope your back with us or somewhere in the district. Students will miss you and we will miss you. Thank you for what you have done for Glen Edwards Middle School

Mary MacQueen, shared she works at Lincoln High School, I would like to read a letter from Emily's Teacher Induction Coach, Amy Perkins. "*I have had the pleasure of working with Emily McKinnon's teacher induction coach for the 2017-18 school year. As a coach, one of my roles is to observe Emily teaching, over the past 17 years I've coached hundreds of new teachers in dozens of schools throughout Placer County. Emily is exemplary. She's is a total natural. Her classroom, management is spot on. It's obvious that the students respect and admire her. Never once, in the many hours that I spend in her class, did I witness a single student misbehaving or off task. Emily manages to utilize every single second of teacher teaching period. Her transitions are seamless. In under one minute, students enter her classroom, get what they need, and are focused on her, ready for instruction. Emily sets these kids up for success by laying out clear expectations and her students raise to meet them. In some of the data that we review together, six months into this year, she had students improve their reading scores by up to three entire grade levels. The growth those kids are making is proof of how incredible she is. She loves what she does, and she loves her students. I think she's the only 6th-grade teacher I've worked with that celebrates each child on their birthday. Not only celebrate them, but she tells all of her classes that if they see the birthday student around campus to be sure to acknowledge and celebrate them as well. Probably the highest compliment I could give her is not from my coaching perspective but for that as a parent. I could only hope that my own children's teachers care about them as much as Emily cares about her students. Without hesitation, I would want her to be my own children's teacher. Emily is truly a fantastic asset to her sixth-grade GEMS team. Sincerely Amy Perkins, PCOE, Teacher Induction Coach.*" Mary MacQueen also shared she was Emily's high school teacher. Someone asked how could I speak on Emily's behalf, since I have never seen her teach? I said it's easy. Emily is a person of character, she is hard working, always gave 100% always did her best, in leadership and yearbook she encouraged people, she helped student along the way, never had to worry about her job not being done, and I know she would help she other as well, I saw that in her as a high school student. Emily was always on task and got the job done, and always gave it 100%, she is defiantly an asset to our school.

Marilou Edwards – spoke on behalf of Emily, she was also one of her students. She wasn't just one of my students, she was my student, I have students who work so hard, they're the ones who stay late at, make sure things were done, she was an adult, and had the expectations that I have. I am really sadden that were going to lose someone like her. She will accomplish many projects as a teacher, she helped with the tutoring program. If you're in this district and work hard, you're going to be able to accomplish things in this district. The young teachers are our future, we have amazing teachers. She loves this district. I'm afraid she will be snatched from another district. Not many people will spend their summers trying to raise money for funding for their classroom, she is already thinking of these things.

Adian Zinzun shared he is in 8th grade student at Glen Edwards Middle School. This evening I would like to let you all know what a great teacher Ms. McKinnon for most of my life and I was so happy when I found out that she would be teaching at Glen Edwards. Before being hired permanently, Ms. McKinnon was a long term substitute teacher at our school and I was lucky enough to have her during my 7th grade year. As a past student of Glen Edwards herself, Ms. McKinnon is so passionate and proud to teach at the school she attended. Ms. McKinnon has

brought school spirit to our campus by encouraging students to participate in dress up days and always dressing up herself. I always see Ms. McKinnon at school events cheering us on. Whether it's attending after school sporting events or tutoring students, it is very clear that she is a dedicated teacher that always puts us students first. Ms. McKinnon is not only a great teacher she is caring and realizes that each student is special in their own way. Ms. McKinnon goes out of her way to get to know each and every one of her students as individuals. I truly hope that our school district realizes the positive impact that Ms. McKinnon has had on many student's lives in the short time she has been here. Ms. McKinnon is our district's biggest fan and we cannot afford to let such a great teacher leave Western Placer Unified School District.

Trinity Cooney she shared she met Emily while working at Morgan Creek, she was a part of the banquet dept., she was her direct supervisor. I quickly saw her drive and determination, and struck me, because she was such young person. But she knew where she was going, and she knew the road to get there. As a student, athletic, coach in this community and an employee, Emily was able to balance it all and thrive. I came to rely on Emily as my top server handling the bride and groom, which requires a forward thinker and a can do attitude. Emily began babysitting for me, I began to rely heavily on her child development skills, and nothing has changed 8 year later. We wanted to buy a home, Emily encouraged our family to purchase a home in Lincoln. My hesitation was the schools, and their rating, and Emily and I sat down and had a conversation about the schools, teachers and the community. She told me it doesn't matter what a school looks like on the outside, but about what's going on inside the school, and how dedicated the teachers are here. She told us to give it a chance and we did. We purchased a home here and we're raising a family because of her. Going from elementary, middle school and high school to giving her commencement speech at her college graduation. Emily returned here to teach and to give back to her home town and her community.

Dawn McKinney teaches at TBMS, 6th Lang. Arts, I was luck, and blessed to be put into a situation where I got to work with Emily every Monday for her professional learning community. She is so creative, so enthusiastic and pays attention to detail, she knows teaching strategies, and thank goodness. She is really good at technology, she saved our group a lot. This is my 18th year and I took on one of the biggest projects that I have ever done this year, there are only four in our group, we're writing curriculum for Language Arts, supporting ELD Standards, Common Core standards, and Emily is a huge contributor to the group, she has a fresh approach, great ideas, very willing to work as part of a team. On a personal note I've grown very fond of Emily, I love working with her, I wish all my colleagues were that positive to work with.

Jason Noonan teaches at GEMS. I've known Emily for 15 years, I know her as a student, T.A., my kid's babysitter, and most recently as a colleague at GEMS. It's not every day that you see teachers of the caliber join this staff. I'm standing here because she is the type of teacher you want working at your school, she is passionate, someone who is dedicated, and someone who is always going to put students first. Last year when I heard she was hired, I was ecstatic, someone who I knew who could make an immediate impact on students, I knew we gained a qualified, knowledgeable, enthusiastic teacher, but we also gained someone who will go above and beyond to get involved in the school and make a difference in her students' lives. She has a natural ability to build connections with every student, and is literally one of the most organized people that I know. Walking into her room, you would never think this is a year one teacher. I remember my first few years teaching at Lincoln High School. A veteran teacher approached me and said my enthusiasm was inspiring to them, I didn't know what they meant at the time, I understand it was a complement. Emily has become that teacher for me, she is that teacher that is in her room setting up June when school starts in August. She's that teacher attending sporting events, because she wants her students to know she cares. She is the teacher that you find in her classroom at dawn, 6:00 a.m. grading her students assays. She's that teacher that knows all of her students names the first week of school. So what I'm trying to say she is that teacher that we can't let go.

Kelly Ransford teaches at GEMS, next door to Emily. I have had the pleasure of working and collaborating with Emily, and I'm honored to call her a colleague of mine. Emily has continued to

amaze me with her significant contributions and collaborative grade level meetings. Her actions and behavior are not of what I would consider a new teacher to be. She has on multiple occasion's exemplified outstanding teaching ethics and professionalism. Listening to her speak of her practices in the classroom is similar to what I would expect of a veteran teacher to convey. She has good rapport with her students and colleagues. She has used great strategies in the classroom working with English Language Learners, and has worked closely with our TOSA support staff to ensure our EL students receive the greatest support possible. Emily has worked very hard this year and has put a lot of time in her job as a teacher. She has also done extra-curricular things, and she is involved in sports, she started a hair club for girls, she have given me a real hope in the future of our teachers, and the teaching profession by putting a tremendous amount of effort into her classes and her students. She believes in her students, and their ability, she loves them. She loves the community and the school. She knows families of her students. It's sad when you see a teacher so new and so mature in her profession and she has such great motivation it horrible to see it be hindered and that she can't continue with us. I ask that you reconsider Emily and make a decision that will reflect our district's hope in our children's future.

Eileen Binning 6th grade teacher at TBMS, when I heard about Emily's situation, I was both shocked and very disappointed. I can say I agree with everything everyone has shared so far. I met her in 2003 when I was the art-docent in her class. This year I got to be on the professional learning committee with her and she has been an integral part of that. She always has a positive attitude. She came in and took on the task with enthusiasm, it's pretty overwhelming task writing curriculum. She was pretty right on board ready to go. Everything people have shared here tonight, so there is not much to add. She is very reflective on what is happening in her classroom and what's been happening with her students, what's the next step, and taking it to the next level. I would ask that you reconsider her resignation.

6:05 P.M.

3. **CLOSED SESSION** – WPUSD District Office – 4th Floor Overlook Room

3.1 **CONFERENCE WITH LABOR NEGOTIATOR**
Bargaining groups: WPTA & CSEA Negotiations
Agency Negotiators:
~Scott Leaman, Superintendent
~Gabe Simon, Assistant Superintendent of Personnel Services
~Audrey Kilpatrick, Assistant Superintendent of Business and Operations
~Kerry Callahan, Assistant Superintendent of Educational Services

3.2 **CONFERENCE WITH REAL PROPERTY NEGOTIATOR**
Lincoln Crossing South Site and Adjacent Property APN: 327-010-014 (9.4 acres), APN: 327-010-012 (5.2 acres)

3.3 **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION**
CAL200 et al. v. Apple Valley et al., S.F. County Superior Court Case No. CPF-15-514477

3.4 **PERSONNEL**
Public Employee Employment/Discipline/Dismissal/Release –

a. Approve Closed Session Resolution No. 17/18.17 Authorizing the Release and Non Reelection of Certificated Staff
b. Approve Closed Session Resolution No. 17/18.18 Authorizing the Reduction of Certificated Staff

c. Approve Closed Session Resolution No. 17/18.19 Authorizing the Release and Reassignment of Certificated Staff
d. Approve Closed Session Resolution No. 17/18.20 Authorizing the Release and Reassignment of Certificated Staff
e. Approve Closed Session Resolution No. 17/18.21 Authorizing the Non-Reelection of Probationary Certificated Employee(s)
f. Approve Closed Session Resolution No. 17/18.22 Authorizing the Release of Temporary Certificated Employee(s)
g. Approve Closed Session Resolution No. 17/18.23 Authorizing the Release and Reassignment of Certificated Staff

Roll call vote:

7:00 P.M.

4. ADJOURN TO OPEN SESSION/PLEDGE OF ALLEGIANCE – District Office/City Hall Blvd., - 3rd Floor Conference Room

The Board of Trustees will disclose any action taken in Closed Session regarding the following items:

4.1 ***Page 10*** **- CONFERENCE WITH LABOR NEGOTIATOR**
Bargaining groups: WPTA & CSEA Negotiations
Agency Negotiators:
~Scott Leaman, Superintendent
~Gabe Simon, Assistant Superintendent of Personnel Services
~Audrey Kilpatrick, Assistant Superintendent of Business and Operations
~Kerry Callahan, Assistant Superintendent of Educational Services

No action taken

4.2 ***Page 11*** **- CONFERENCE WITH REAL PROPERTY NEGOTIATOR**
Lincoln Crossing South Site and Adjacent Property APN: 327-010-014 (9.4 acres), APN: 327-010-012 (5.2 acres)

No action taken

4.3 ***Page 12*** **- CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION**
CAL200 et al. v. Apple Valley et al., S.F. County Superior Court Case No. CPF-15-514477

No action taken

4.4 ***Page 13-20*** **- PERSONNEL**
Public Employee Employment/Discipline/Dismissal/Release

a. Approve Closed Session Resolution No. 17/18.17 Authorizing the Release and Non Reelection of Certificated Staff

Mr. Haley reported this item was pulled from the closed session agenda.

b. Approve Closed Session Resolution No. 17/18.18 Authorizing the Reduction of Certificated Staff

Mr. Haley reported in closed session, the Board approved Resolution No. 17/18.18 Authorizing the Reduction of Certificated Staff at the end of the 2017-2018 school year and authorizing the District administration to serve required notices pursuant to Education Code Section 44955.

c. Approve Closed Session Resolution No. 17/18.19 Authorizing the Release and Reassignment of Certificated Staff

Mr. Haley reported in closed session, the Board approved Resolution No. 17/18.19 Authorizing the Release and Reassignment of Certificated Staff at the end of the 2017-2018 school year and authorizing the District administration to serve required notices pursuant to Education Code Section 44951.

d. Approve Closed Session Resolution No. 17/18.20 Authorizing the Release and Reassignment of Certificated Staff

Mr. Haley reported in closed session, the Board approved Resolution No. 17/18.20 Authorizing the Release and Reassignment of Certificated Staff at the end of the 2017-2018 school year and authorizing the District administration to serve required notices pursuant to Education Code Section 44951.

e. Approve Closed Session Resolution No. 17/18.21 Authorizing the Non-Reelection of Probationary Certificated Employee(s)

Mr. Haley reported this items was pulled from the closed session agenda.

f. Approve Closed Session Resolution No. 17/18.22 Authorizing the Release of Temporary Certificated Employee(s)

Mr. Haley reported in closed session, the Board approved Resolution No. 17/18.22 Authorizing the Release of Temporary Certificated Employee(s) at the end of the 2017-2018 school year and authorizing the District administration to serve required notices pursuant to Education Code Section 44954

g. Approve Closed Session Resolution No. 17/18.23 Authorizing the Release and Reassignment of Certificated Staff

Mr. Haley reported in closed session, the Board approved Resolution No. 17/18.23 Authorizing the Release and Reassignment of Certificated Staff at the end of the 2017-2018 school year and authorizing the District administration to serve required notices pursuant to Education Code Section 44951

5. *Page 20-121* - **CONSENT AGENDA**
   - 5.1 Certificated Personnel Report
   - 5.2 Classified Personnel Report
   - 5.3 Approval of Minutes for: February 6th & 20th, 2018
   - 5.4 Approval of Warrants

5.5 Ratification of Contract with Sierra Joint Community College District and Western Placer Unified School District
5.6 Ratification of Contract with Eastbay Team Sales and WPUSD - Lincoln High School
5.7 Ratification of Contract with Clementine Photo Booths, LLC and Glen Edwards Middle School
5.8 Ratification of Contract with the Catta Verdera Country Club and WPUSD
5.9 American Occupational Therapy Association – Out of State Travel
5.10 Approval of Out of State Travel
5.11 Ratification of Contract with Cheers Aerial Media and WPUSD - Lincoln High School
5.12 Report of Disclosure Requirements for Quarterly Reports and Investments

Motion by Mr. Long, seconded by Mr. Armitage and passed by a 5-0 *(Ayes: Haley, Long, Wyatt, Armitage, Carras No: None)* roll call vote to approve consent agenda as presented.

6. COMMUNICATION FROM THE PUBLIC

Marilou Edwards shared her yearly report on the Science Expo. The students have been working very hard. There are over 70 projects. If there is rain, her trusty planners have a plan for that. This is the 13th year of science expo, and the kids continue to impress her with what they have done. You will see some amazing things. A lot of support for the expo, comes from grants they receive from the Community Foundation, and the Education Foundation. She has three project planners, and twelve committees under them. There are eighty students involved. Good Day Sacramento will be there. She introduced her three helpers, Jordon, Makala, and Rebecca who were present.

Rebecca shared the expos is a district Science event, there are over 300 high school students involved. The Expo will include animals, welding, and engineering that will be shown to 3rd graders.

Makala talked about the history of the Science Expo. It started with one room at CCC, lasting only an hour. The event was once held in the old gym, it has now moved to a full day expo and a night expo. It includes over 800 3rd graders that come over to the day expo. There are two physics classes, along with upper level science classes that participate. They will have different school programs participating. It has really grown.

Jordan shared this whole event is made possible by the Lincoln Community Foundation and Education Foundation, this is our 7th year of doing a night expo which is held on Thursday, 5:30 to 8:00 p.m. It is open to everyone. Friday the day expo includes all the district 3rd graders. On Thursday there is a raffle, the prizes come the community, and all the money earned from the night expo and raffle goes to student scholarships,

7. REPORTS & COMMUNICATION

➢Lincoln High School Student Advisory – Rebecca Luy shared the following:

- Boys basketball update
- Track update
- Boys soccer update
- Boys volleyball update
- Boy Softball update

- Art competition update
- Scholarships from students are due this Friday
- 100 seniors attended a play in Sacramento

➢Western Placer Teacher's Association, Tara Jeane, Tim Allen had no report

➢Western Placer Classified Employee Association, Gus Nevarez had no report

➢Superintendent, Scott Leaman shared the following:

- Thank you gifts for employee appreciation day were handed out
- WASC Mid Cycle review
- March 12 "District Collaboration Day" Kerry shared what will be happening
- March 14th – district office will be celebrating pie day,
- March 14th National walkout day, will be looking at protocols around us, will ask them to stay on the campus, not to leave campus, and asking teachers to keep supervision of their students. Students will not be disciplined for the 17 minutes, this will start at 10:00 a.m.
- You will be hearing about gun laws, California has good gun laws. Adequately prepared. Has another meeting to go through with administration on a new program we will be bringing. It's called "I Love You Guys" we are taking adequate steps on this. Campuses the safest place for students, and we want our students to feel safe.
- Will be working on a protocol for students who make idle threats.

8. ♦ACTION ♦DISCUSSION ♦INFORMATION

8.1 Action *Page 123* – **CONSIDER APPROVAL OF DISTRICT CALENDAR FOR 2018-2019 AND 2019-2020 SCHOOL YEARS** – **Simon** *(17-18 G & O Component I, II, III, IV, V)*

•A tentative agreement has been reached between WPUSD and WPTA on the portion of Article XV – Work Year as it relates to the school calendar. This tentative agreement was approved by the Board of Trustees on February 20, 2018.

Gabe Simon presented calendar for 2018-19 and 2019-20 for approval. Motion by Mr. Armitage, seconded by Mr. Haley and passed by a 5-0 *(**Ayes:** Armitage, Carras, Haley, Long, Wyatt **No:** None)* vote to approve District calendars for the 2018-2019 and the 2019-2020 School Years.

8.2 Action *Page 126* – **MUTUAL ADDITIONAL SUNSHINE FOR NEGOTIATIONS REGARDING THE COLLECTIVE BARGAINING AGREEMENT BETWEEN WESTERN PLACER UNIFIED SCHOOL DISTRICT AND THE WESTERN PLACER TEACHER'S ASSOCIATION** – **Simon** *(17-18 G & O Component I, II, III, IV, V)*

•Pursuant to Government Code section 3547, all proposals of the recognized employee groups and of the District must be present at a public meeting of the District. This is commonly referred to as "Sunshining" the proposals. The WPTA and WPUSD will be negotiating a successor agreement during the 2017-2018 negotiations.

Gabe Simon presented "Sunshining" for approval. Motion by Mr. Long, seconded by Mrs. Wyatt and passed by a 5-0 *(**Ayes:** Armitage, Carras,*

Haley, Long, Wyatt No: None) vote to approve the Mutual Additional Sunshine for Negotiations regarding the collective Bargaining Agreement between Western Placer Unified School District and the Western Placer Teacher's Association.

8.3 Action

Page 128 – **SUNSHINE FOR NEGOTIATIONS REGARDING THE COLLECTIVE BARGAINING AGREEMENT BETWEEN WESTERN PLACER UNIFIED SCHOOL DISTRICT AND THE CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION CHAPTER #741 – Simon** *(17-18 G & O Component I, II, III, IV, V)*

- Pursuant to Government Code section 3547, all proposals of the recognized employee groups and of the District must be presented at a public meeting of the District. This is commonly referred to as "Sunshining" the proposals. The CSEA Chapter #741 and the WPUSD will be negotiating during the 2017-2018 school year.

Gabe Simon presented "Sunshining" for approval. Motion by Mrs. Wyatt, seconded by Mr. Armitage and passed by a 5-0 *(Ayes: Armitage, Carras, Haley, Long, Wyatt No: None)* vote to approve the Sunshine for Negotiations regarding the Collective Bargaining Agreement between Western Placer Unified School District and the California School Employees Association Chapter #741.

8.4 Action

Page 131 - **ADOPTION OF REVISED/NEW POLICIES/EXHIBITS/ REGULATIONS – Leaman** *(17-18 G & O Component I, II, III, IV, V)*

- The District Policy Committee and Management Team have reviewed the following new and revised policies/regulations/exhibits as per CSBA. They are now being presented for adoption by the Board of Trustees.

  - BP/AR 0420.4 - Charter School Authorization
  - BP 1325 - Advertising and Promotion
  - BP 3100 - Budget
  - BP/AR 3517 - Facilities Inspection
  - AR 4144/4244/4344 - Complaints
  - BP/AR 4200 – Classified Personnel

Motion by Mr. Armitage, seconded by Mrs. Wyatt and passed by a 5-0 *(Ayes: Armitage, Carras, Haley, Long, Wyatt No: None)* vote to approve the revised/new policies/exhibits/regulations as presented.

8.5 Discussion/ Action

Page 169 - **CSBA DELEGATE ASSEMBLY ELECTION – Leaman** *(16-17 G & O Component I, II, III, IV, V)*

- CSBA request the Board of Trustees take action to elect a representative to CSBA Delegate Assembly from our region or subregion. The board as a whole may vote for up to the number of vacancies in the region or subregion as indicated on the ballot. (Nevada, Placer, Sierra Counties). The ballot must be submitted by March 15, 2018.

Motion by Mrs. Wyatt, seconded by Mr. Haley and passed by a 5-0 *(**Ayes:** Armitage, Carras, Haley, Long, Wyatt **No:** None)* vote to submit ballot with the delegate as listed on the ballot.

9. BOARD OF TRUSTEES

9.1 FUTURE AGENDA ITEMS

The following are a number of agenda items that the Board of Trustees has been monitoring. They are NOT action items for tonight's meeting, but are noted here for continuing purposes and to ensure that when there are changes or new information they will be called up as Action/Discussion/Information.

9.2 BOARD MEMBER REPORTS/COMMENTS

Mr. Long attended Lincoln High Elite Choir at Lincoln Hills Community church, it was a preview of what they will be present at Pearl Harbor, and it was great
Mr. Haley no report
Mrs. Wyatt attended an art project, Lincoln Chamber Relations, Willie Duncan, spoke on behalf of the schools, on Friday Potters will be reading to the students in honor of Dr. Seuss. March 16th will be Bingo at McBean Pavilion
Mr. Armitage Lincoln Crossing Internet has been down
Mr. Carras we've all seen different reports on the Florida shooting, students that spoke were bright and articulate, next movement will be high school students

10. ESTABLISHMENT OF NEXT MEETING(S)

The President will establish the following meeting(s):

- **March 20, 2018** 7:00 P.M., Regular Meeting of the Board of Trustees – Creekside Oaks Elementary School, 2030 First Street, Lincoln

11. ADJOURNMENT

There being no further business, the meeting was adjourned at 8:18 p.m.

Paul Carras, President

Brian Haley, Clerk

Scott Leaman, Superintendent

Rosemary Knutson, Secretary to the Superintendent

Adopted:

Ayes:

Noes:

Absent:

Accommodating Those Individuals with Special Needs:
In compliance with the Americans with Disabilities Act, the Western Placer Unified School District encourages those with disabilities to participate fully in the public meeting process. If you have a special need in order to allow you to attend or participate in our public meetings, please contact the Office of the Superintendent, at (916) 645-6350 at least 48 hours in advance of the meeting you wish to attend so that we may make every reasonable effort to accommodate you, including auxiliary aids or services.

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Western Placer Unified School District

Regular Meeting of the Board of Trustees

March 20, 2018

Creekside Oaks Elementary School – Multi-Purpose Room

2030 First Street, Lincoln, CA 95648

MINUTES

2017-2018 Goals & Objectives (G & O) for the Management Team: Component I: Quality Student Performance; **Component II:** Curriculum Themes; **Component III:** Special Student Services; **Component IV:** Staff & Community Relations; **Component V:** Facilities/Administration/Budget.

All Open Session Agenda related documents are available to the public for viewing at the Western Placer Unified School District Office located at 600 Sixth Street, Fourth Floor in Lincoln, CA 95648.

Board Members Present:
Paul Carras, President
Paul Long, Vice President
Brian Haley, Clerk
Damian Armitage, Member
Kris Wyatt, Member

Others Present:
Scott Leaman, Superintendent
Kerry Callahan, Assistant Superintendent of Educational Services
Audrey Kilpatrick, Assistant Superintendent of Business & Operations
Gabe Simon, Assistant Superintendent of Personnel Services
Rosemary Knutson, Secretary to the Superintendent
Reno Penders, Principal
Will Middleton, Assistant Principal
Rebecca Luy, Student Advisory
Brodie Fernandez, Lincoln News Messenger

6:15 P.M. START

1. **CALL TO ORDER** – Creekside Oaks Elementary School – Multi-Purpose Room

2. **COMMUNICATION FROM THE PUBLIC**
   There was no communication from the public

6:20 P.M.

3. **CLOSED SESSION** – Creekside Oaks Elementary School – Room 35
   - 3.1 **CONFERENCE WITH LABOR NEGOTIATOR**
     Bargaining groups: WPTA & CSEA Negotiations
     Agency Negotiators:
     ~Scott Leaman, Superintendent
     ~Gabe Simon, Assistant Superintendent of Personnel Services

~Audrey Kilpatrick, Assistant Superintendent of Business and Operations
~Kerry Callahan, Assistant Superintendent of Educational Services

3.2 **CONFERENCE WITH REAL PROPERTY NEGOTIATOR**
Lincoln Crossing South Site and Adjacent Property APN: 327-010-014 (9.4 acres), APN: 327-010-012 (5.2 acres)

3.3 **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION**
CAL200 et al. v. Apple Valley et al., S.F. County Superior Court Case No. CPF-15-514477

3.4 **PERSONNEL**
Public Employee Employment/Discipline/Dismissal/Release
Roll call vote:

7:00 P.M.

4. **ADJOURN TO OPEN SESSION/PLEDGE OF ALLEGIANCE** – Creekside Oaks Elementary School – Multi-Purpose Room
The Board of Trustees will disclose any action taken in Closed Session regarding the following items:

4.1 *Page 9* - **CONFERENCE WITH LABOR NEGOTIATOR**
Bargaining groups: WPTA & CSEA Negotiations
Agency Negotiators:
~Scott Leaman, Superintendent
~Gabe Simon, Assistant Superintendent of Personnel Services
~Audrey Kilpatrick, Assistant Superintendent of Business and Operations
~Kerry Callahan, Assistant Superintendent of Educational Services

No action taken

4.2 *Page 10* - **CONFERENCE WITH REAL PROPERTY NEGOTIATOR**
Lincoln Crossing South Site and Adjacent Property APN: 327-010-014 (9.4 acres), APN: 327-010-012 (5.2 acres)

No action taken

4.3 *Page 11* - **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION**
CAL200 et al. v. Apple Valley et al., S.F. County Superior Court Case No. CPF-15-514477

No action taken

4.4 *Page 12* - **PERSONNEL**
Public Employee Employment/Discipline/Dismissal/Release

No action taken

5. *Page 14* - **SPECIAL ORDER OF BUSINESS**
School Being Featured: Creekside Oaks Elementary School

Reno Penders, Principal reviewed Creekside Oaks Mission, Vision, Motto – Community of Empowered Students. He shared the different clubs like the Leadership, Chess, Lego, Running, Dance, Gardening, Recess Rangers, and the extra times the teachers put in and what they do to empower our students. He introduced Will Middleton, Assistant Principal. Calif school dashboard – Will Middleton reviewed test scores, and showed students' scores increased significantly. Margie Avery & Mr. Turner presented programs being used, AVID elementary, WICOR program, (Writing Inquiry, Organization, Reading). The First grade team presented Intervention at COES Lana Parr, Karen, Michelle, which include Kindergarten Bootcamp, Pull out program, Push in program, grade level interventions.

Ms. Renny, Ms. Ortiz, and Ms. Ridgway presented Parent involvement, Creekside Connections, and Creekside Cares. The Board of Trustees shared comments about the presentation.

6. *Page 17-110* - **CONSENT AGENDA**
   - 6.1 Certificated Personnel Report
   - 6.2 Classified Personnel Report
   - 6.3 Ratification of Contract with Stages Unlimited – Lincoln High School
   - 6.4 Ratification of Contract with Innovations Unlimited – Lincoln High School
   - 6.5 Ratification of Contract with Screaming Star Productions – Lincoln High School
   - 6.6 Ratification of Contract with Alertus Technologies and WPUSD
   - 6.7 Ratify Contract – Sacramento Convention Center for Lincoln High School Senior & Junior Prom on April 7, 2018
   - 6.8 Ratification of Contract with Placer County Office of Education (PCOE) for Consulting Services
   - 6.9 Ratification of Contract with B & B Livestock and Auburn Ravine Ranch, Inc. and WPUSD
   - 6.10 Ratification of Contract with Placer County Office of Education and WPUSD
   - 6.11 Local Plan for Special Education
   - 6.12 CARS/Consolidated Application (winter release)

   Motion by Mrs. Wyatt, seconded by Mr. Armitage and passed by a 5-0 roll call vote *(Ayes: Haley, Long, Wyatt, Armitage, Carras No: None)* to approve consent agenda as presented.

7. **COMMUNICATION FROM THE PUBLIC**
   No communication from the public

8. **REPORTS & COMMUNICATION**
   - ➢Lincoln High School Student Advisory, Rebecca Luy shared the following:
     - LHS and PHS had a two day Every-15 Minutes Program, it was a powerful program on drinking and driving
     - 13th Annual Science Expo was successful, they raised $2,000 dollars
     - LHS Theater Play was a success
     - Students participated in the Walk out – we stand for Florida, all went well
     - Had Career Fair provided a lot of opportunities for students
     - LHS Students received Art Awards

- Swim Team update
- Volleyball Team update
- Softball Tam update
- Boys Baseball Team update

➢Western Placer Teacher's Association, Tara Jeane thanked administration for handling March 14th so well. The walk out went well. There are additional dates coming up, and look forward to working with administration on those dates. Thanked administration for working on our safety plan.

➢Western Placer Classified Employee Association, Gus Nevarez had no report

➢Superintendent - Scott Leaman reported the following

- Interdistrict update, we currently have 229 approved, and 12 denials
- Pleased to be at Creekside Oaks. Impressed with the culture they have here strong conversion.
- Emailed the board a virtual of the new high school. We plan on adding to our website
- Spring Break Office hours will be 10:00 - 2:00 next week
- Leadership Breakfast will be Thursday, March 22nd
- This week the board participated in the groundbreaking at GEMS
- LHS students did amazing during the protest walkout on March 14th
- We have to do something about the safety issue in our schools
- Science Fair was fantastic, it was wonderful
- Every-15 Minutes Program at LHS, missed it, but I head it was great
- Safety, having a meeting called "I Love You Guys" exploring this program tomorrow as well as other programs
- Sent a message to all parents in regards to talking to their students about safety around students

9. ♦ACTION ♦DISCUSSION ♦INFORMATION

9.1 Discussion/ Action *Page 111* –**APPROVE RESOLUTION 17/18.24 REGARDING AUTHORIZATION TO TEACH ASSIGNED SUBJECTS CALIFORNIA EDUCATION CODE 44258.7 c+d – Simon** *(17-18 G & O Component I, II, III, IV, V)*

•Pursuant to Education Code 44258.7 c+d and in order to ensure proper credentialing and teacher consistency for one of our assignments the District administration is making a recommendation that the Board approve Resolution 17/18.24. This will allow one certificate teacher to teach Yearbook, AVID, Computer Technology, and other electives in a middle school departmentalized setting at grades 6-8 at Twelve Bridges Middle School.

Roll call vote:

Gabe Simon presented Resolution No. 17/18.24 for approval. Motion by Mr. Long, seconded by Mr. Armitage and passed by a 5-0 *(Ayes: Long, Wyatt, Armitage, Haley Carras No: None)* roll call vote to approve Resolution No. 17/18.24 Authorization to Teach Assigned Subjects California Education Code 44258.17 c+d.

9.2 Discussion/ Action *Page 115* –**APPROVE RESOLUTION 17/18.25 REGARDING AUTHORIZATION TO TEACH ASSIGNED SUBJECTS CALIFORNIA EDUCATION CODE 44258.7 c+d – Simon** *(17-18 G & O Component I, II, III, IV, V)*

- Pursuant to Education Code 44258.7 c+d and in order to ensure proper credentialing and teacher consistency for one of our assignments the District administration is making a recommendation that the Board approve Resolution 17/18.25. This will allow one certificated teacher to teach broadcast and other electives in a middle school departmentalized setting at grades 6-9 at Glen Edwards Middle School.

Roll call vote:

Gabe Simon presented Resolution No. 17/18.25 for approval. Motion by Mr. Haley, seconded by Mrs. Wyatt and passed by a 5-0 *(Ayes: Wyatt, Armitage, Haley, Long, Carras No: None)* roll call vote to approve Resolution No. 17/18.25 Authorization to Teach Assigned Subjects California Education Code 44258.7 c+d.

9.3 Discussion/ Action *Page 119* –**APPROVE RESOLUTION 17/18.26 REGARDING AUTHORIZATION TO TEACH ASSIGNED SUBJECTS CALIFORNIA EDUCATION CODE 44258.7 c+d – Simon** *(17-18 G & O Component I, II, III, IV, V)*

- Pursuant to Education Code 44258.7 c+d and in order to ensure proper credentialing and teacher consistency for one of our assignments the District administration is making a recommendation that the Board approve Resolution 17/18.26. This will allow one certificated teacher to teach Computer Science in a high school departmentalized setting at grades 9-12 at Lincoln High School.

Roll call vote:

Gabe Simon presented Resolution No. 17/18.26 for approval. Motion by Mr. Armitage, seconded by Mrs. Wyatt and passed by a 5-0 *(Ayes: Armitage, Haley, Long, Wyatt, Carras No: None)*roll call vote to approve Resolution No. 17/18.26 Authorization to Teach Assigned Subjects California Education Code 44258.7 c+d.

9.4 Action *Page 123* –**2017-2018 SECOND INTERIM REPORT – Kilpatrick** *(17-18 G & O Component I, II, III, IV, V)*

- The Second Interim budget report is a snapshot in time of local educational agency's (LEA) revenue and expenditure forecast for the current fiscal year as well as a projection of the two subsequent fiscal years.

Audrey Kilpatrick reviewed the second interim. Motion by Mr. Armitage, seconded by Mr. Long and passed by a 5-0 vote to approve the 2017-2018 Second Interim Report.

10. BOARD OF TRUSTEES

10.1 FUTURE AGENDA ITEMS

The following are a number of agenda items that the Board of Trustees has been monitoring. They are NOT action items for tonight's meeting, but are noted here for

continuing purposes and to ensure that when there are changes or new information they will be called up as Action/Discussion/Information.

- School Safety

10.2 BOARD MEMBER REPORTS/COMMENTS

Mr. Haley science expo was great, groundbreaking was fun
Mr. Long thanked Reno, thanked the staff, attended "Let Freedom Ring", Cindy Hagman does a great job, kids were outstanding
Mrs. Wyatt got to be part of the Every-15 minutes Program, it was very powerful. We have very talented people in the band. Attended the Science Expo.
Mr. Armitage, opportunity to attend the Science Fair on Friday, missed the ground breaking,
Mr. Carras attended a meeting with Scott, Mr. Gilbert, Chief of Police, Sun City Lincoln Hills to discuss school safety, talked about SRO at LHS, funding, hopefully there will be some resolutions soon.

11. ESTABLISHMENT OF NEXT MEETING(S)

The President will establish the following meeting(s):

- **April 3, 2018** 7:00 P.M., Regular Meeting of the Board of Trustees – District Office/City Hall Bldg., 3rd Floor Conference Room
- **April 17, 2018** 7:00 P.M., Regular Meeting of the Board of Trustees – District Office/City Hall Bldg., 3rd Floor Conference Room

12. ADJOURNMENT

There being no further business the meeting was adjourned at 8:31 p.m.

Paul Carras, President

Brian Haley, Clerk

Scott Leaman, Superintendent

Rosemary Knutson, Secretary to the Superintendent

Adopted:
Ayes:
Noes:
Absent:

Accommodating Those Individuals with Special Needs:
In compliance with the Americans with Disabilities Act, the Western Placer Unified School District encourages those with disabilities to participate fully in the public meeting process. If you have a special need in order to allow you to attend or participate in our public meetings, please contact the Office of the Superintendent, at (916) 645-6350 at least 48 hours in advance of the meeting you wish to attend so that we may make every reasonable effort to accommodate you, including auxiliary aids or services.

h:\wpfiles\board\minutes\032018

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEE MEETING FACT SHEET

MISSION STATEMENT: Empower Students with the skills, knowledge, and attitudes for Success in an Ever Changing World.
DISTRICT GLOBAL GOALS
1. **Develop and continually upgrade a well articulated K-12 academic program that challenges all students to achieve their highest potential, with a special emphasis on students**
2. **Foster a safe, caring environment where individual differences are valued and respected.**
3. **Provide facilities for all district programs and functions that are suitable in terms of function, space, cleanliness and attractiveness.**
4. **Promote the involvement of the community, parents, local government, business, service organizations, etc. as partners in the education of the students.**
5. **Promote student health and nutrition in order to enhance readiness for learning.**

SUBJECT:
Approval of Warrants

AGENDA ITEM AREA:
Consent Agenda

REQUESTED BY:
Audrey Kilpatrick
Assistant Superintendent of
Business and Operations

ENCLOSURES:
Warrants may be found at
www.wpusd.k12.ca.us

DEPARTMENT:
Business Services

FINANCIAL INPUT/SOURCE:
N/A

MEETING DATE:
April 3, 2018

ROLL CALL REQUIRED:
N/A

BACKGROUND:

The Board of Trustees will consider approval of warrants paid since the March 6, 2018 board meeting.

RECOMMENDATION:

Administration recommends the Board of Trustees take action to approve warrants as submitted.

wp/rk/factsheetwarrants

Checks Dated 03/21/2018

Check Number	Check Date	Pay to the Order of	FD-OBJT	Expensed Amount	Check Amount
85610138	03/21/2018	STAPLES BUSINESS ADVANTAGE	01-4300	7,319.46	
			13-4300	278.27-	
			21-4300	17.70	7,058.89
		Total Number of Checks	1		**7,058.89**

Fund Recap

Fund	Description	Check Count	Expensed Amount
01	General Fund	1	7,319.46
13	Cafeteria Fund	1	278.27-
21	Building Fund #1	1	17.70
	Total Number of Checks	1	7,058.89
	Less Unpaid Tax Liability		.00
	Net (Check Amount)		**7,058.89**

The preceding Checks have been issued in accordance with the District's Policy and authorization of the Board of Trustees. It is recommended that the preceding Checks be approved.

ESCAPE ONLINE

Checks Dated 03/23/2018

Check Number	Check Date	Pay to the Order of	FD-OBJT	Expensed Amount	Check Amount
85610772	03/23/2018	Abigail C. Castillo	01-5200		131.89
85610773	03/23/2018	Mayela Cerda-Martinez	01-5200		261.44
85610774	03/23/2018	Amy L. Pettersen	01-5200		95.28
85610775	03/23/2018	APPLE INC.	01-4300	4,314.48	
			01-4390	250.00	4,564.48
85610776	03/23/2018	BANK OF AMERICA #4333	01-4300	181.86	
			01-5200	236.52	
			01-5800	115.08	533.46
85610777	03/23/2018	CENTER FOR HEARING HEALTH INC	01-5800		8,145.86
85610778	03/23/2018	CEUey	01-5200		40.00
85610779	03/23/2018	KINKO'S INC. FEDEX ACCOUNT# 0579238461 0001	01-4300		3,937.08
85610780	03/23/2018	LAKESHORE LEARNING MATERIALS	01-4300		277.28
85610781	03/23/2018	PEARSON - PSYCHOLOGICAL CORP.	01-4300		656.44
85610782	03/23/2018	PEARSON ASSESSMENTS ORDERING DEPARTMENT	01-4300		57.19
85610783	03/23/2018	PESI HEALTHCARE	01-5200		99.99
85610784	03/23/2018	PLACER COUNTY SELPA	01-5200		3,615.00
85610785	03/23/2018	PRO-ED	01-4100		794.20
85610786	03/23/2018	SCHOOL NURSE SUPPLY INC.	01-4300		162.94
85610787	03/23/2018	TOBII DYNAVOX LLC	01-4300		880.86
85610788	03/23/2018	CROWN DISTRIBUTING INC.	13-4380		678.13
85610789	03/23/2018	CULTURE SHOCK YOGURT	13-4710		321.00
85610790	03/23/2018	DANIELSEN COMPANY	13-4380	98.33	
			13-4710	763.52	861.85
85610791	03/23/2018	GOLD STAR FOODS, INC	13-4710		8,900.29
85610792	03/23/2018	LOVE AND LOGIC INSTITUTE, INC	01-4300	314.03	
			Unpaid Tax	21.23-	292.80
85610793	03/23/2018	ORIENTAL TRADING COMPANY INC	01-4300	664.97	
			Unpaid Tax	44.95-	620.02
85610794	03/23/2018	PROPACIFIC FRESH	13-4380	315.72	
			13-4710	4,184.64	4,500.36
85610795	03/23/2018	SCHOOL SPECIALTY INC	01-4300		670.32
85610796	03/23/2018	UNIFIRST CORPORATION	13-5800		192.25
85610797	03/23/2018	Deborah J. McKinnon	01-5200		49.05
85610798	03/23/2018	ACI SPECIALTY BENEFITS ACI ENTERPRISES INC	01-3901		3,171.69
85610799	03/23/2018	BOBO SIGNS	21-4300		100.72
85610800	03/23/2018	C & S TELECOMMUNICATIONS INC	01-5600		115.00
85610801	03/23/2018	CITRUS HEIGHTS SAW & MOWER	01-4365		125.42
85610802	03/23/2018	DEPT. OF INDUSTRIAL RELATIONS	01-5800		250.00
85610803	03/23/2018	ECORP CONSULTING INC	21-6140		5,927.50
85610804	03/23/2018	GOLD COUNTRY MEDIA PUBLICATIONS	01-5800		271.00
85610805	03/23/2018	HALLS TOWING	21-5800		617.50

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Checks Dated 03/23/2018

Check Number	Check Date	Pay to the Order of	FD-OBJT	Expensed Amount	Check Amount
85610806	03/23/2018	HILLYARD / SACRAMENTO	01-4300		1,344.45
85610807	03/23/2018	HMC GROUP	21-6210		141,836.05
85610808	03/23/2018	INTEGRATED FIRE SYSTEMS INC	01-5800		41.14
85610809	03/23/2018	L & H AIRCO	01-5600		243.60
85610810	03/23/2018	NOR-CAL ROOFING INC	01-5600		1,275.00
85610811	03/23/2018	PPG PAINTS ARCHITECTURAL FINISHES, INC.	01-4300		58.16
85610812	03/23/2018	SAC VAL JANITORIAL SALES	01-4300		713.41
85610813	03/23/2018	SCHOOL FACILITY CONSULTANTS	25-5800		4,098.73
85610814	03/23/2018	WALLACE-KUHL & ASSOCIATES	21-6170		2,870.00
85610815	03/23/2018	WHEST KOAST PLUMBING	01-5600		187.00
85610816	03/23/2018	WILLIAMS + PADDON	01-5800	7,801.13	
			25-6210	3,476.13	11,277.26
85610817	03/23/2018	Tracy G. Gruber	01-4300		72.45
85610818	03/23/2018	Kenneth N. Higginson	01-4300		30.22
85610819	03/23/2018	Wendy M. Hollis	01-4300		27.26
85610820	03/23/2018	Cindy J. Hood	01-4300	46.97	
			01-5200	31.88	78.85
85610821	03/23/2018	Clinton J. Nelson	01-4300		215.27
85610822	03/23/2018	Kristin N. Noriega	01-4300		38.00
85610823	03/23/2018	Lisa L. Ward	01-4300		160.68
85610824	03/23/2018	AMERICAN CHALLENGE ENTERPRISES	01-4300	394.25	
			Unpaid Tax	23.93-	370.32
85610825	03/23/2018	AMERIGAS PROPANE LP	01-4300		321.29
85610826	03/23/2018	APPERSON INC.	01-4300		54.21
85610827	03/23/2018	BLICK ART MATERIALS	01-4300		171.10
85610828	03/23/2018	CDW GOVERNMENT INC	01-4300		308.55
85610829	03/23/2018	CLEAN AIR AMERICA INC	01-4400	13,784.95	
			01-6400	40,402.04	54,186.99
85610830	03/23/2018	COAST TO COAST COMPUTER PRODUCTS	01-4300		147.79
85610831	03/23/2018	DIRECT PRESS 2	01-4300		284.97
85610832	03/23/2018	DISCOUNT DANCE LLC	01-4300		640.04
85610833	03/23/2018	DISCOUNT MAGAZINE SUB SERVICE	01-4300		81.85
85610834	03/23/2018	DISCOVERY OFFICE SYSTEMS	01-4300	383.38	
			01-5600	477.65	861.03
85610835	03/23/2018	EMPIRE MINE STATE HISTORIC PK	01-5800		232.00
85610836	03/23/2018	ENTERPRISE RENT A CAR	01-5800		202.46
85610837	03/23/2018	FLORAL RESOURCES SACRAMENTO	01-4300		106.53
85610838	03/23/2018	FOLLETT SCHOOL SOLUTIONS, INC.	01-4200		710.20
85610839	03/23/2018	IMAX THEATER	01-4300		322.00
85610840	03/23/2018	LAKESHORE LEARNING MATERIALS	01-4300		183.31
85610841	03/23/2018	LEGO EDUCATION	01-4300		8,615.36

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Checks Dated 03/23/2018

Check Number	Check Date	Pay to the Order of	FD-OBJT	Expensed Amount	Check Amount
85610842	03/23/2018	MJB WELDING SUPPLY, INC.	01-4300		176.43
85610843	03/23/2018	MUSIC IN MOTION	01-4300	73.24	
			Unpaid Tax	4.35-	68.89
85610844	03/23/2018	OFFICE DEPOT	01-4300		17.15
85610845	03/23/2018	PCOE - PLACER CO OFFICE OF ED	01-5200		75.00
85610846	03/23/2018	PLACER COUNTY MUSEUMS DIVISION	01-5800		610.00
85610847	03/23/2018	PLACER COUNTY MUSEUMS DIVISION	01-5800		970.00
85610848	03/23/2018	POSTMASTER / CCC	01-4300		50.00
85610849	03/23/2018	RISO PRODUCTS OF SAC INC	01-4300		851.30
85610850	03/23/2018	SCHOOL APPTITUDE	01-5800		581.00
85610851	03/23/2018	THE COLLEGE BOARD	01-4300		690.00
85610852	03/23/2018	TRIARCO ARTS & CRAFTS	01-4300		96.20
85610853	03/23/2018	WAVE Cable TV	01-4300		20.06
		Total Number of Checks	**82**		**288,491.85**

Fund Recap

Fund	Description	Check Count	Expensed Amount
01	General Fund	70	114,205.80
13	Cafeteria Fund	6	15,453.88
21	Building Fund #1	5	151,351.77
25	Capital Facilities Fund	2	7,574.86
	Total Number of Checks	82	288,586.31
	Less Unpaid Tax Liability		94.46-
	Net (Check Amount)		**288,491.85**

The preceding Checks have been issued in accordance with the District's Policy and authorization of the Board of Trustees. It is recommended that the preceding Checks be approved.

Checks Dated 03/16/2018

Check Number	Check Date	Pay to the Order of	FD-OBJT	Expensed Amount	Check Amount
85609496	03/16/2018	Leah M. Contaxis	01-5200		16.78
85609497	03/16/2018	Desiree L. Derouin-St John	01-5200		214.90
85609498	03/16/2018	Lori J. Fury	01-5200		118.05
85609499	03/16/2018	Amber N. Hichborn	01-5200		144.21
85609500	03/16/2018	Tracey N. Lillie	01-5200	50.17	
			11-5200	45.40	95.57
85609501	03/16/2018	Kristin N. Morford	01-5200		61.75
85609502	03/16/2018	Susan E. Watkins	01-5200		203.00
85609503	03/16/2018	AMERICAN OCCUPATIONAL THERAPY	01-5200		451.00
85609504	03/16/2018	AVID CENTER	01-5200		21,465.00
85609505	03/16/2018	CAASFEP - CA ASSOC OF ADMIN OF STATE & FEDERAL EDUCATION	01-5200		250.00
85609506	03/16/2018	CDW GOVERNMENT INC	01-4300		1,005.41
85609507	03/16/2018	FOLLETT SCHOOL SOLUTIONS, INC.	01-5800	642.43	
			Unpaid Tax	43.43-	599.00
85609508	03/16/2018	GUIDING HANDS SCHOOL INC.	01-5800		2,505.23
85609509	03/16/2018	JABBERGYM INC.	01-5800		4,085.00
85609510	03/16/2018	LEARNING SOLUTIONS INC	01-5800		3,681.58
85609511	03/16/2018	Loomis Union School Dist	01-4300		300.80
85609512	03/16/2018	MEDICAL BILLING TECHNOLOGIES	01-5800		400.50
85609513	03/16/2018	NORA DAVIS	01-5800		592.96
85609514	03/16/2018	PCOE - PLACER CO OFFICE OF ED	01-5800		3,500.00
85609515	03/16/2018	PJ'S MAIL & PARCEL SERVICE	01-5800		292.93
85609516	03/16/2018	PLACER LEARNING CENTER	01-5800		37,067.75
85609517	03/16/2018	SCHOOL NURSE SUPPLY INC.	01-4300		1,014.68
85609518	03/16/2018	SCHOOL STEPS, INC.	01-5800		12,775.00
85609519	03/16/2018	SIERRA FOOTHILLS ACADEMY	01-5800		40,868.72
85609520	03/16/2018	THOMAS L WILLIAMS - DBA I - LEAD, INSTITUTE FOR	01-5800		15,600.00
85609521	03/16/2018	CULTURE SHOCK YOGURT	13-4710		128.40
85609522	03/16/2018	DANIELSEN COMPANY	13-4380	93.18	
			13-4710	723.55	816.73
85609523	03/16/2018	GOLD STAR FOODS, INC	13-4710		8,940.38
85609524	03/16/2018	PRODUCERS DAIRY FOODS, INC.	13-4710		2,735.36
85609525	03/16/2018	PROPACIFIC FRESH	13-4380	88.39	
			13-4710	1,529.79	1,618.18
85609526	03/16/2018	SCHOOL SPECIALTY INC	01-4300		760.92
85609527	03/16/2018	UNIFIRST CORPORATION	13-5800		192.25
85609528	03/16/2018	Scott M. Leaman	01-5200		48.65
85609529	03/16/2018	APPROVED SAFE & LOCK	01-4300	647.63	
			01-5600	242.60	890.23
85609530	03/16/2018	BLACKBURN CONSULTING	21-6140		10,483.89
85609531	03/16/2018	CAPITOL PUBLIC FINANCE GROUP	01-5800		3,975.00
85609532	03/16/2018	CRAM-A-LOT JV MANUFACTURING, INC.	01-4300		63.42

The preceding Checks have been issued in accordance with the District's Policy and authorization of the Board of Trustees. It is recommended that the preceding Checks be approved.

Checks Dated 03/16/2018

Check Number	Check Date	Pay to the Order of	FD-OBJT	Expensed Amount	Check Amount
85609533	03/16/2018	DISCOVERY OFFICE SYS/US BANK EQUIPMENT FINANCE	01-5600		1,097.90
85609534	03/16/2018	ECORP CONSULTING INC	21-6140		5,832.50
85609535	03/16/2018	GOLD COUNTRY MEDIA PUBLICATIONS	01-5800		1,621.32
85609536	03/16/2018	HILLYARD / SACRAMENTO	01-4300		554.76
85609537	03/16/2018	HOLT OF CALIFORNIA	01-5600		753.37
85609538	03/16/2018	KINGSLEY BOGARD THOMPSON LLP	01-5810		3,440.50
85609539	03/16/2018	LOY MATTISON DBA LOY MATTISON ENTERPRISES	01-5800		1,530.00
85609540	03/16/2018	NATIONAL CINE MEDIA LLC	01-5800		4,575.00
85609541	03/16/2018	POSTMASTER / ADMIN	01-4300		100.00
85609542	03/16/2018	RAPID FIRST PLUMBING	01-5800		750.00
85609543	03/16/2018	RAY MORGAN/US BANK EQUIPMENT FINANCE SERVICES	01-5600		592.93
85609544	03/16/2018	SCHOOL WORKS INC.	25-5800		5,000.00
85609545	03/16/2018	SIERRA STRIPING INC	01-5800		975.00
85609546	03/16/2018	STATE OF CALIFORNIA - DOJ	01-5821		49.00
85609547	03/16/2018	SWRCB/STATE WATER RESOURCES	21-5800		484.00
85609548	03/16/2018	Jay N. Berns	01-4300		52.30
85609549	03/16/2018	Vivian G. Chapman	01-5800		186.39
85609550	03/16/2018	Todd A. Colson	01-4300		25.71
85609551	03/16/2018	Gina C. Escobar	01-4300		107.14
85609552	03/16/2018	William H. Justice	01-4300		143.41
85609553	03/16/2018	Sandra J. Mullen	01-4300		80.42
85609554	03/16/2018	Susan M. Nelson	01-4300		119.98
85609555	03/16/2018	Adam P. Salinger	01-4300		79.20
85609556	03/16/2018	AIRGAS	01-4300		81.04
85609557	03/16/2018	ALL MY BEST INC	01-5800		182.00
85609558	03/16/2018	ATHLETICS UNLIMITED	01-4300		154.02
85609559	03/16/2018	CDW GOVERNMENT INC	01-4300		579.22
85609560	03/16/2018	CITY OF ROSEVILLE DBA: MAIDU INTERPRETIVE CENTER	01-5800		480.00
85609561	03/16/2018	CITY OF ROSEVILLE DBA: MAIDU INTERPRETIVE CENTER	01-5800		470.00
85609562	03/16/2018	COAST TO COAST COMPUTER PRODUCTS	01-4300		219.84
85609563	03/16/2018	ENTERPRISE RENT A CAR	01-5800		202.46
85609564	03/16/2018	HAWKINS OFFICIATING SERVICE	01-5800		350.00
85609565	03/16/2018	J's COMMUNICATIONS INC	01-4300		84.42
85609566	03/16/2018	JAN MOORE DBA JM PUBLISHING	01-5200		160.00
85609567	03/16/2018	KRISTON L TAGUE - DBA TAGUE BAND INSTRUMENT SERVICES	01-5600		94.16
85609568	03/16/2018	LINCOLN HIGH SCHOOL ASB	01-5800		288.00
85609569	03/16/2018	LOWE'S	01-4300		869.15

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Checks Dated 03/16/2018

Check Number	Check Date	Pay to the Order of	FD-OBJT	Expensed Amount	Check Amount
85609570	03/16/2018	MONTY MULLER - DBA MULLER SPORTS	01-5800		240.00
85609571	03/16/2018	NASCO MODESTO	01-4300		390.91
85609572	03/16/2018	OFFICE DEPOT	01-4300		138.03
85609573	03/16/2018	ORIENTAL TRADING COMPANY INC	01-4300	389.05	
			Unpaid Tax	24.06-	364.99
85609574	03/16/2018	PENWORTHY COMPANY	01-4300		272.55
85609575	03/16/2018	POSTMASTER / GEMS	01-4300		550.00
85609576	03/16/2018	RAY MORGAN CO. / CHICO	01-5600		20.54
85609577	03/16/2018	RIEBES AUTO PARTS	01-4300		255.54
85609578	03/16/2018	SCHOOL SPECIALTY INC	01-4300		106.18
85609579	03/16/2018	SIERRA HAY & FEED	01-4300		162.52
85609580	03/16/2018	TEACHER'S DISCOVERY	01-4300	277.89	
			Unpaid Tax	17.19-	260.70
85609581	03/16/2018	AT&T	01-5560		4,600.80
85609582	03/16/2018	CDW GOVERNMENT INC	01-4300		272.93
85609583	03/16/2018	LOWE'S	01-4300		943.98
85609584	03/16/2018	PACIFIC GAS & ELECTRIC CO	01-5510		977.78
85609585	03/16/2018	POWER PROTECTION PLUS	01-5600		360.00
85609586	03/16/2018	RIEBES AUTO PARTS	01-4365		2,125.57
85609587	03/16/2018	SPURR	01-5530		24,268.57
85609588	03/16/2018	WESTERN PLACER WASTE	01-5540		66.40
85609589	03/16/2018	A TOUCH OF UNDERSTANDING, INC	01-5800		1,200.00
85609590	03/16/2018	CDW GOVERNMENT INC	01-4300		101.40
85609591	03/16/2018	Loomis Union School Dist	01-4300		548.48
85609592	03/16/2018	U.S. BANK NATIONAL ASSOCIATION U.S. BANCORP PURCHASING CARD	01-4300	4,143.42	
			01-4390	205.95	
			01-4400	746.46	
			01-5200	7,470.68	
			01-5800	21.12	
			13-4300	305.98	
			13-4710	30.14	
			21-4300	134.17	13,057.92
		Total Number of Checks	97		**261,614.16**

Fund Recap

Fund	Description	Check Count	Expensed Amount
01	General Fund	87	224,951.46
11	Adult Education Fund	1	45.40
13	Cafeteria Fund	7	14,767.42
21	Building Fund #1	4	16,934.56
25	Capital Facilities Fund	1	5,000.00

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Checks Dated 03/16/2018

Check Number	Check Date	Pay to the Order of		FD-OBJT	Expensed Amount	Check Amount
		Total Number of Checks	97		261,698.84	
		Less Unpaid Tax Liability			84.68-	
		Net (Check Amount)			**261,614.16**	

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Checks Dated 03/09/2018

Check Number	Check Date	Pay to the Order of	FD-OBJT	Expensed Amount	Check Amount
85607864	03/09/2018	Kelley D. Gordon	01-5200		452.67
85607865	03/09/2018	BARNES & NOBLE BOOKSTORES	01-4100		3,895.32
85607866	03/09/2018	BRIGHT START THERAPIES INC	01-5800		5,657.50
85607867	03/09/2018	CSHA CALIF SPEECH AND HEARING	01-5200		655.00
85607868	03/09/2018	ELISE HAUGH - DBA SPEECH & LANGUAGE THERAPY &	01-5800		2,100.00
85607869	03/09/2018	HANDWRITING WITHOUT TEARS	01-4100		176.97
85607870	03/09/2018	KINKO'S INC. FEDEX ACCOUNT# 0579238461 0001	01-4300		3,331.25
85607871	03/09/2018	MEDICAB OF SACRAMENTO/SIERRA	01-5800		6,813.00
85607872	03/09/2018	MEDICAL BILLING TECHNOLOGIES	01-5800		176.05
85607873	03/09/2018	MIRA VIA, LLC	01-5200		9,750.00
85607874	03/09/2018	NANCY ALEXANDER-STORM	01-5800		3,481.58
85607875	03/09/2018	SAFEWAY INC	01-4300		88.93
85607876	03/09/2018	SDE REGISTRATIONS	01-5200		444.00
85607877	03/09/2018	TOTAL EDUCATIONAL SYS SUPPORT	01-5800		3,800.00
85607878	03/09/2018	Kerry W. Beltram	01-5200		12.59
85607879	03/09/2018	A-Z BUS SALES INC	01-4365		345.61
85607880	03/09/2018	ADVANCED INTEGRATED PEST	01-5800		1,226.00
85607881	03/09/2018	APPROVED SAFE & LOCK	01-4300		171.08
85607882	03/09/2018	CDW GOVERNMENT INC	01-4300		3,363.37
85607883	03/09/2018	CITY OF LINCOLN/NON UTILITY	01-5570		2,519.95
85607884	03/09/2018	DANNIS WOLIVER KELLEY DWK ATTORNEYS AT LAW	01-5810		371.00
85607885	03/09/2018	DEPARTMENT OF GENERAL SERVICES	01-5800		455.00
85607886	03/09/2018	DEPT. OF INDUSTRIAL RELATIONS	01-5800		250.00
85607887	03/09/2018	DISCOVERY OFFICE SYS/US BANK EQUIPMENT FINANCE	01-5600		685.50
85607888	03/09/2018	DISCOVERY OFFICE SYSTEMS	01-5600		53.19
85607889	03/09/2018	FAR WEST RENTS & READY MIX	01-5600		17.33
85607890	03/09/2018	GCR TIRES & SERVICE	01-4360		1,688.79
85607891	03/09/2018	GRAINGER .	01-4300		196.55
85607892	03/09/2018	HORIZON	01-4300		531.01
85607893	03/09/2018	J & J SCREEN & GLASS	01-5600		296.53
85607894	03/09/2018	JIVE COMMUNICATIONS, INC.	01-5560		609.32
85607895	03/09/2018	KPFF CONSULTING ENGINEERS INC	25-6140		1,750.00
85607896	03/09/2018	KYA SURFACING	01-5600		20,800.00
85607897	03/09/2018	LANDMARK CONSTRUCTION	21-6270		38,071.50
85607898	03/09/2018	LAURA KENNY DBA - REAL FOOD CATERING	01-5800		670.00
85607899	03/09/2018	NAVIA BENEFIT SOLUTIONS	01-5800		154.00
85607900	03/09/2018	NOR-CAL ROOFING INC	01-5600		1,150.00
85607901	03/09/2018	PACIFIC GAS & ELECTRIC CO	01-5510		1,056.78
85607902	03/09/2018	PITNEY BOWES INC	01-5600		2,187.27

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Checks Dated 03/09/2018

Check Number	Check Date	Pay to the Order of	FD-OBJT	Expensed Amount	Check Amount
85607903	03/09/2018	RAINFORTH GRAU ARCHITECTS	21-6210		294,668.04
85607904	03/09/2018	RAY MORGAN/US BANK EQUIPMENT FINANCE SERVICES	01-4300	2,064.87	
			01-5600	838.70	2,903.57
85607905	03/09/2018	RECOLOGY FMRLY AUBURN PLACER DISPOSAL	01-5540		836.73
85607906	03/09/2018	RSD - REFRIGERATION SUPPLIES	01-4300	157.75	
			35-6200	881.88	1,039.63
85607907	03/09/2018	SAC VAL JANITORIAL SALES	01-4300		3,853.64
85607908	03/09/2018	SIERRA OFFICE SUPPLIES &	01-4300		142.54
85607909	03/09/2018	SITEONE LANDSCAPE SUPPLY	01-4300		12.14
85607910	03/09/2018	SNACK NATION	01-4300		2,250.00
85607911	03/09/2018	TAKEHARA LANDSCAPE INC.	01-5460		2,000.00
85607912	03/09/2018	WILCO SUPPLY	01-4300		82.00
85607913	03/09/2018	Annie Z. Brothers	01-4300		19.58
85607914	03/09/2018	James C. Brown	01-4300		139.59
85607915	03/09/2018	Jennifer A. Chandler	01-1110		39.24
85607916	03/09/2018	Barbara J. Green	01-5200		11.99
85607917	03/09/2018	Jennifer C. Hladun	01-4300		43.29
85607918	03/09/2018	Clinton J. Nelson	01-4300		30.09
85607919	03/09/2018	Reno P. Penders	01-4300		27.96
85607920	03/09/2018	Karen A. Roberts	01-4300		17.81
85607921	03/09/2018	Adam P. Salinger	01-4300		317.04
85607922	03/09/2018	AVID CENTER	01-5800		7,950.00
85607923	03/09/2018	BUREAU OF EDUCATION & RESEARCH	01-5200		259.00
85607924	03/09/2018	BURKETT'S OFFICE	01-4300		2,033.35
85607925	03/09/2018	COAST TO COAST COMPUTER PRODUCTS	01-4300		197.30
85607926	03/09/2018	DISCOVERY OFFICE SYSTEMS	01-4300		260.13
85607927	03/09/2018	ENCORE MUSIC CENTER	01-4300		487.92
85607928	03/09/2018	FOLLETT SCHOOL SOLUTIONS, INC.	01-4200		678.09
85607929	03/09/2018	GROTH MUSIC	01-4300	165.69	
			Unpaid Tax	9.91-	155.78
85607930	03/09/2018	HARRIS CENTER FOR THE ARTS	01-4300		701.00
85607931	03/09/2018	J's COMMUNICATIONS INC	01-4300		290.53
85607932	03/09/2018	JONES SCHOOL SUPPLY CO INC	01-4300	157.15	
			Unpaid Tax	10.15-	147.00
85607933	03/09/2018	LAKESHORE LEARNING MATERIALS	01-4300		42.87
85607934	03/09/2018	LAMINATION DEPOT	01-4300		54.83
85607935	03/09/2018	MJB WELDING SUPPLY, INC.	01-4300		289.21
85607936	03/09/2018	NASCO MODESTO	01-4300		252.53
85607937	03/09/2018	NORTH STATE SPRING CONFERENCE	01-5200		299.00
85607938	03/09/2018	OFFICE DEPOT	01-4300		11.34
85607939	03/09/2018	PURCHASE POWER	01-4300		1,020.99

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Checks Dated 03/09/2018

Check Number	Check Date	Pay to the Order of	FD-OBJT	Expensed Amount	Check Amount
85607940	03/09/2018	QUENCH USA, INC	01-4300		496.60
85607941	03/09/2018	REALLY GOOD STUFF	01-4300	81.58	
			Unpaid Tax	4.78-	76.80
85607942	03/09/2018	RECOLOGY FMRLY AUBURN PLACER DISPOSAL	01-4300		135.00
85607943	03/09/2018	RISO PRODUCTS OF SAC INC	01-4300		364.30
85607944	03/09/2018	SAFEWAY INC	01-4300		127.45
85607945	03/09/2018	SCHOLASTIC BOOK CLUBS	01-4300		99.00
85607946	03/09/2018	SCHOOL SPECIALTY INC	01-4300		520.29
85607947	03/09/2018	SCREAMING STAR PRODUCTIONS	01-5800		700.00
85607948	03/09/2018	SEE'S CANDY	01-4300		1,910.20
85607949	03/09/2018	SHADY CREEK OUTDOOR SCHOOL	01-4300		945.00
85607950	03/09/2018	STAGES UNLIMITED	01-5800		8,750.00
85607951	03/09/2018	STAPLES BUSINESS ADVANTAGE	01-4300	7,993.24	
			13-4300	860.63	
			21-4300	212.93	9,066.80
85607952	03/09/2018	STEVAN GERARD GIVENS	01-5800		2,185.00
85607953	03/09/2018	VIKING SHRED LLC	01-4300		47.99
85607954	03/09/2018	CROWN DISTRIBUTING INC.	13-4380		1,439.76
85607955	03/09/2018	CULTURE SHOCK YOGURT	13-4710		160.50
85607956	03/09/2018	DANIELSEN COMPANY	13-4380	174.50	
			13-4710	1,355.09	1,529.59
85607957	03/09/2018	GOLD STAR FOODS, INC	13-4710		6,015.36
85607958	03/09/2018	PRODUCERS DAIRY FOODS, INC.	13-4710		2,392.63
85607959	03/09/2018	PROPACIFIC FRESH	13-4380	121.45	
			13-4710	2,248.71	2,370.16
85607960	03/09/2018	UNIFIRST CORPORATION	13-5800		192.25
85607961	03/09/2018	DONALD S. DUNCAN	01-5800		200.00
85607962	03/09/2018	HOLIDAY INN AUBURN	01-5800		1,234.35
		Total Number of Checks	**99**		**483,979.42**

Fund Recap

Fund	Description	Check Count	Expensed Amount
01	General Fund	89	133,459.03
13	Cafeteria Fund	8	14,960.88
21	Building Fund #1	3	332,952.47
25	Capital Facilities Fund	1	1,750.00
35	Schools Facilities (Prop 1A)	1	881.88
	Total Number of Checks	99	484,004.26
	Less Unpaid Tax Liability		24.84-
	Net (Check Amount)		**483,979.42**

The preceding Checks have been issued in accordance with the District's Policy and authorization of the Board of Trustees. It is recommended that the preceding Checks be approved.

ESCAPE ONLINE

Checks Dated 03/02/2018

Check Number	Check Date	Pay to the Order of	FD-OBJT	Expensed Amount	Check Amount
85606554	03/02/2018	Maria G. Aguilar	13-5200		47.96
85606555	03/02/2018	Leah M. Contaxis	01-5200		54.23
85606556	03/02/2018	Christina J. Johnson	01-5200		10.25
85606557	03/02/2018	Kimberly C. Tzikas	01-5200		229.07
85606558	03/02/2018	BANK OF AMERICA #4333	01-4300	1,023.58	
			01-5200	2,085.88	
			01-5800	325.34	
			13-4380	3,689.64	7,124.44
85606559	03/02/2018	ELENACY CONSULTATION GROUP	01-5200		500.00
85606560	03/02/2018	JIST	01-4300		1,043.89
85606561	03/02/2018	LEWIS D. RIKER - DBA INK SPOTS N DOTS	01-4300		277.83
85606562	03/02/2018	LOZANO SMITH LLP	01-5810		3,505.79
85606563	03/02/2018	Schools Insurance Group	01-3401	676.42	
			01-3402	895.72	1,572.14
85606564	03/02/2018	SIG EMPLOYEE BENEFITS TRUST	76-9558		715,411.05
85606565	03/02/2018	YOLO COUNTY OFFICE OF ED.	01-5200		600.00
85606566	03/02/2018	CROWN DISTRIBUTING INC.	13-4380		816.36
85606567	03/02/2018	CULTURE SHOCK YOGURT	13-4710		385.20
85606568	03/02/2018	DANIELSEN COMPANY	13-4380	94.07	
			13-4710	730.43	824.50
85606569	03/02/2018	GOLD STAR FOODS, INC	13-4710		25,652.12
85606570	03/02/2018	PRODUCERS DAIRY FOODS, INC.	13-4710		3,998.45
85606571	03/02/2018	PROPACIFIC FRESH	13-4380	134.80	
			13-4710	1,802.34	1,937.14
85606572	03/02/2018	S & S WORLDWIDE	01-4300		542.69
85606573	03/02/2018	UNIFIRST CORPORATION	13-5800		384.50
85606574	03/02/2018	McKinley A. Overbay	01-9550		116.25
85606575	03/02/2018	ADD SOME CLASS	21-5800		652.50
85606576	03/02/2018	ANGELINA BROWN - DBA ANGEION CONSULTING	01-5800		2,500.00
85606577	03/02/2018	C & S TELECOMMUNICATIONS INC	01-4300	235.95	
			01-5600	747.50	983.45
85606578	03/02/2018	CALIF GEOLOGICAL SURVEY DEPT OF CONSERVATION	21-6140		3,600.00
85606579	03/02/2018	CDW GOVERNMENT INC	01-4300	4,066.49	
			01-5800	7,889.00	11,955.49
85606580	03/02/2018	CITRUS HEIGHTS SAW & MOWER	01-4365		230.44
85606581	03/02/2018	CITY OF LINCOLN	01-5540	6,300.35	
			01-5550	2,463.56	
			01-5570	10,386.65	19,150.56
85606582	03/02/2018	CITY OF LINCOLN / PG&E REIMB	01-5510		1,924.30
85606583	03/02/2018	DISCOVERY OFFICE SYS/US BANK EQUIPMENT FINANCE	01-5600		121.51
85606584	03/02/2018	DISCOVERY OFFICE SYSTEMS	01-5600		81.76
85606585	03/02/2018	E-FILLIATE INC	01-4300		139.32
85606586	03/02/2018	ECORP CONSULTING INC	21-6140		2,740.00

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Checks Dated 03/02/2018

Check Number	Check Date	Pay to the Order of	FD-OBJT	Expensed Amount	Check Amount
85606587	03/02/2018	FLINT BUILDERS, INC.	21-6270		1,621.00
85606588	03/02/2018	GOLD COUNTRY MEDIA PUBLICATIONS	01-5800		277.16
85606589	03/02/2018	GRAINGER .	01-4300		158.31
85606590	03/02/2018	HMC GROUP	21-6210		209,580.26
85606591	03/02/2018	HOME DEPOT CREDIT SERVICES	01-4300		3,464.40
85606592	03/02/2018	KINGSLEY BOGARD THOMPSON LLP	01-5810		1,692.87
85606593	03/02/2018	LOZANO SMITH LLP	21-5810	17,569.88	
			25-5810	312.00	17,881.88
85606594	03/02/2018	MWG MESTMAKER & ASSOCIATES 1675 CHESTER AVENUE, SUITE 400	01-3901		136.60
85606595	03/02/2018	PACIFIC GAS & ELECTRIC CO	01-5510		79,343.09
85606596	03/02/2018	POWER PROTECTION PLUS	01-5600		675.00
85606597	03/02/2018	PPG PAINTS ARCHITECTURAL FINISHES, INC.	01-4300		116.33
85606598	03/02/2018	RAY MORGAN/US BANK EQUIPMENT FINANCE SERVICES	01-5600		127.62
85606599	03/02/2018	SAC VAL JANITORIAL SALES	01-4300		1,538.10
85606600	03/02/2018	SCHOOL FACILITY CONSULTANTS	25-5800		1,990.00
85606601	03/02/2018	SITEONE LANDSCAPE SUPPLY	01-4300		146.56
85606602	03/02/2018	VERIZON WIRELESS	01-5560	2,094.63	
			21-5560	53.68	2,148.31
85606603	03/02/2018	WHEST KOAST PLUMBING	01-5600		343.00
85606604	03/02/2018	Jay N. Berns	01-4300		159.92
85606605	03/02/2018	Annie Z. Brothers	01-4300		113.02
85606606	03/02/2018	Stephanie A. Brown	01-4300		159.93
85606607	03/02/2018	Felicitas M. Gonzalez	01-4300		246.44
85606608	03/02/2018	Albert A. Medina	01-5200		190.00
85606609	03/02/2018	Mary Lou Resendes	01-5200		46.54
85606610	03/02/2018	Adam P. Salinger	01-4300		29.90
85606611	03/02/2018	Charles E. Whitecotton	01-4300		87.83
85606612	03/02/2018	ADD SOME CLASS	01-4300		1,379.26
85606613	03/02/2018	ALL METALS SUPPLY INC	01-4300		536.07
85606614	03/02/2018	APPERSON INC.	01-4300		98.01
85606615	03/02/2018	APPLE INC.	01-4300		977.04
85606616	03/02/2018	ARBOR SCIENTIFIC	01-4300		358.62
85606617	03/02/2018	ATHLETICS UNLIMITED	01-4300		45.00
85606618	03/02/2018	CAROLINA BIOLOGICAL SUPPLY	01-4300		37.40
85606619	03/02/2018	COAST TO COAST COMPUTER PRODUCTS	01-4300		142.62
85606620	03/02/2018	DEMCO MEDIA	01-4300		114.86
85606621	03/02/2018	DISCOVERY OFFICE SYSTEMS	01-4300	792.73	
			01-5600	679.43	1,472.16
85606622	03/02/2018	EDUCATIONAL INNOVATIONS INC	01-4300		694.72
85606623	03/02/2018	KLINGSPOR ABRASIVES INC	01-4300		563.34
85606624	03/02/2018	MJB WELDING SUPPLY, INC.	01-4300		655.42

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Checks Dated 03/02/2018

Check Number	Check Date	Pay to the Order of	FD-OBJT	Expensed Amount	Check Amount
85606625	03/02/2018	NATL ASSOC FOR MUSIC EDUCATON	01-5800		146.00
85606626	03/02/2018	OFFICE DEPOT	01-4300		478.90
85606627	03/02/2018	POSTMASTER / LCE	01-4300		196.00
85606628	03/02/2018	PROPEL FUNDRAISING	01-4300		6,618.50
85606629	03/02/2018	SIERRA HAY & FEED	01-4300		28.35
85606630	03/02/2018	SUPER DUPER SCHOOL COMPANY	01-4300	186.74	
			Unpaid Tax	12.63-	174.11
85606631	03/02/2018	TWELVE BRIDGES MIDDLE ASB	01-5800		22,146.00
85606632	03/02/2018	VERNIER SOFTWARE & TECHNOLOGY	01-4300		56.28
85606633	03/02/2018	WARD'S NATURAL SCIENCE	01-4300		259.75
		Total Number of Checks	**80**		**1,168,565.67**

Fund Recap

Fund	Description	Check Count	Expensed Amount
01	General Fund	64	177,312.06
13	Cafeteria Fund	9	37,735.87
21	Building Fund #1	7	235,817.32
25	Capital Facilities Fund	2	2,302.00
76	Payroll Fund	1	715,411.05
	Total Number of Checks	80	1,168,578.30
	Less Unpaid Tax Liability		12.63-
	Net (Check Amount)		**1,168,565.67**

The preceding Checks have been issued in accordance with the District's Policy and authorization of the Board of Trustees. It is recommended that the preceding Checks be approved.

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEE MEETING FACT SHEET

MISSION STATEMENT: Empower Students with the skills, knowledge, and attitudes for Success in an Ever Changing World.

DISTRICT GLOBAL GOALS

1. **Develop and continually upgrade a well articulated K-12 academic program that challenges all students to achieve their highest potential, with a special emphasis on students**
2. **Foster a safe, caring environment where individual differences are valued and respected.**
3. **Provide facilities for all district programs and functions that are suitable in terms of function, space, cleanliness and attractiveness.**
4. **Promote the involvement of the community, parents, local government, business, service organizations, etc. as partners in the education of the students.**
5. **Promote student health and nutrition in order to enhance readiness for learning.**

SUBJECT:
Ratification of Agreement for Inspection Services With T. Wilson Inspection Services for Lincoln High School Portables 2018 Project

AGENDA ITEM AREA:
Consent

REQUESTED BY:
Michael Adell
Director of Facilities

ENCLOSURES:
Yes

DEPARTMENT:
Facilities

FINANCIAL INPUT/SOURCE:
Developer Fees

MEETING DATE:
April 3, 2018

ROLL CALL REQUIRED:
Yes

BACKGROUND:

The Lincoln High School Portables 2018 Project will be completed in Summer 2018 to include the addition of five (5) portable classrooms and associated site work at Lincoln High School. The project will require inspection services from a Division of the State Architect (DSA) Inspector of Record to include, but not limited to, inspection of work in progress for compliance of approved plans and specifications, certification of work and materials, coordination of lab tests, and final certification of project with DSA.

RECOMMENDATION:

Staff recommends the Board of Trustees Ratify the Agreement for Inspection Services with T. Wilson Inspection Services for the Lincoln High School Portables 2018 Project.

March 12th 2018

Western Placer Unified School District
600 Sixth Street
Lincoln, CA 95648

Subject: Lincoln High School Portables 2018
790 J Street
Lincoln, Ca 95648
DSA File# 31-H5
WPUSD Project # MPN 016 LHS 2018 Portables

Dear Mr. Tom Butcher, WPUSD Facilities Construction Coordinator;

The following is our proposal to provide DSA inspection services to Western Placer Unified School District for the portable project at Lincoln High School, scheduled to commence June of 2018.

It is my pleasure to assist you in the planning and construction of your school projects.

Sincerely,

3.12.18

Tim Wilson
Class II DSA Project Inspector #5963
(916) 308-2203
Tdw916@gmail.com

T. Wilson Inspection Services
Tim Wilson
10030 Wise Road
Auburn, CA 95603

PROPOSAL FOR INSPECTION SERVICES

This Proposal is presented on this 12th day of March , 2018, between Western Placer Unified School District, herein referred to as "**OWNER**", and Tim Wilson, herein referred to as "**INSPECTOR**", to provide DSA construction inspections for the Lincoln High School Portables 2018 Project, DSA file #31-H5, WPUSD Project # MPN 016 LHS 2018 Portables . The services shall include, but are not limited to:

A. Inspection of the work in progress for compliance with approved plans and specifications, applicable building codes, regulations, and ordinances.
B. Filing written reports as required by the Division of the State Architect.
C. Certifications of work completed and in progress, by the contractor, including materials and equipment, on or off site, for pay request verification purposes.
D. Coordination for all required lab tests, and execution of certain work necessary to ensure completion of such lab tests.
E. Keep **OWNER** informed at all times regarding quality of work, project schedule, and coordination of consultants.

By signature to this document the **INSPECTOR** acknowledges that he is competently versed in construction projects of a similar nature and is DSA approved. **INSPECTOR** also acknowledges that he is competent in reading blueprints, plans, specifications, construction related documents, and is familiar with applicable laws, codes and regulations required to properly execute the inspection of said projects.

INSPECTION SERVICES

INSPECTOR shall represent **OWNER** on the job site as the Project Inspector (IOR) to ensure that the project is constructed in conformance with the various Contract Documents, all applicable codes and special requirements stipulated by the Division of the State Architect. **INSPECTOR** shall not authorize any changes in the work, nor shall he direct the activities of the Contractors. **INSPECTOR**, however, shall have the authority to inform the Contractor of any conflicts and/or inconsistencies with the plans, drawings, and specifications, to reject defective materials and to suspend any work that is being improperly executed, subject to the ultimate decision of the Architect, **OWNER** and/or DSA. Inspector's primary role will be to monitor and document construction activities.

Continuous inspection shall include consistent presence of the **INSPECTOR** as per industry standards for typical work such as concrete, paving, built-up roofing, structural construction operations, excavations, etc., and at any additional times as required by the Architect and/or District.

INSPECTOR shall maintain and update contract documents completely, including posting of addenda, changes, clarifications and as-built conditions, and upon the successful completion of project, shall transmit it to **OWNER**.

The **INSPECTOR** shall promptly notify **OWNER** in writing, of any deviations from the approved plans and specifications or any portion of the work, which are not immediately corrected by the Contractor when brought to his attention.

It is the intent of the parties hereto that the **INSPECTOR** is hired as an independent contractor and not as an employee of **OWNER**. Nothing in this contract shall be construed to mean **OWNER** retains any control over the manner and means of how the **INSPECTOR** performs his duties and responsibilities under this contract, but only as to the results of the work.

REPORTS

INSPECTOR shall provide to **OWNER**, Architect, and DSA any reports as required in a timely and professional manner.

INSPECTION HOURS

INSPECTOR acknowledges that to the best of his ability he will arrange to perform required inspections during the time that the actual work is being installed which may include hours after school classes normally convene and may include work performed during weekends.

COMPENSATION

INSPECTOR shall be compensated at a consultant rate of $75.00/hour with a four hour minimum and billed in hourly increments thereafter, exclusively on the Lincoln High School Portables 2018 Project. It is understood that no deductions will be made from payments to the **INSPECTOR** on account of withholding for income tax, social security, health insurance, retirement, or any other benefits applicable to employees of **OWNER**, nor shall the **INSPECTOR** be entitled to any payment for any expenses unless expressly provided in this contract. The cost of any Insurance required by **OWNER**, shall be borne by the district.

The **INSPECTOR** shall invoice the **OWNER** on the last day of each month (one month billing cycle), and the **OWNER** shall remit payment to the **INSPECTOR** no later than (14) calendar days from invoice date. Inspector shall provide his own vehicle and shall not be compensated for any travel expenses.

Overtime hours required as a result of unusual job conditions, or shift work, shall be invoiced at an hourly rate of $112.50 per hour, upon approval of the architect and/or **OWNER**. Overtime work is defined as any hours in excess of a normal eight hour day and/or Saturday work. Sunday and Holiday work shall be invoiced at $125.00 per hour.

NOT TO EXCEED

Based on a project timeframe of June 4th, 2018 to August 18th, 2018 (11 weeks), and considering a 5-6 day work week, the cost for inspection services shall not exceed $23,100.00. This **NOT TO EXCEED** price is subject to change if the project time frame starts prior to June 4th, 2018, or is extended beyond August 18th, 2018 for any reason whatsoever. T. Wilson Inspection services will provide a bi-weekly invoice with a statement of hours for each day inspections were performed (4hr minimum applies). It is understood that T. Wilson Inspection Services does not intend to capture the full **NOT TO EXCEED** amount indicated above, unless the hours spent dictate such.

TERM OF AGREEMENT

If accepted this agreement shall be binding for the period of construction of said project which shall terminate when (1) the Notice of Completion is filed with the County Recorder, or, (2) the Contractor has completed all of the requirements of the contract documents, whichever occurs first.

TERMINATION

This agreement may be terminated at any time by either party upon (7) day's written notice to the other party.

INDEMNIFICATION

The **OWNER** agrees to indemnify and hold harmless the **INSPECTOR** from and against any claims, causes of action, and liability for loss, damage, or injury to persons or property during or relating to the performance of inspection services under this contract.

The **INSPECTOR** agrees to indemnify and hold harmless the **OWNER** from and against any claims, causes of action, and liability for loss, damage, or injury to persons or property during or relating to the performance of inspection services under this contract.

Signature below indicates acceptance of this contract.

X _____

Tom Butcher
Facilities Construction Coordinator

Audrey Kilpatrick
Asst Supt of Business Svs and Operations

X _____ 3.12.18

Tim Wilson
Class II DSA Project Inspector #5963

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEE MEETING FACT SHEET

MISSION STATEMENT: Empower Students with the skills, knowledge, and attitudes for Success in an Ever Changing World.

DISTRICT GLOBAL GOALS

1. **Develop and continually upgrade a well articulated K-12 academic program that challenges all students to achieve their highest potential, with a special emphasis on students**
2. **Foster a safe, caring environment where individual differences are valued and respected.**
3. **Provide facilities for all district programs and functions that are suitable in terms of function, space, cleanliness and attractiveness.**
4. **Promote the involvement of the community, parents, local government, business, service organizations, etc. as partners in the education of the students.**
5. **Promote student health and nutrition in order to enhance readiness for learning.**

SUBJECT:
Ratification of Agreement for Inspection Services With Donald Sharp for Glen Edwards Middle School Modernization and Addition Project

AGENDA ITEM AREA:
Consent

REQUESTED BY:
Michael Adell
Director of Facilities

ENCLOSURES:
Yes

DEPARTMENT:
Facilities

FINANCIAL INPUT/SOURCE:
Measure N Bond Funds

MEETING DATE:
April 3, 2018

ROLL CALL REQUIRED:
Yes

BACKGROUND:

Glen Edwards Middle School Modernization and Addition Project will be completed in two phases beginning in Spring 2018 and will be completed by Fall 2020. First phase will include the addition of a new two story classrooms and library building and associated site work and the second phase will include the addition of a new gymnasium and band room and modernization of existing finger wing buildings and associated site work. The project will require inspection services from a Division of the State Architect (DSA) Inspector of Record to include, but not limited to, inspection of work in progress for compliance of approved plans and specifications, certification of work and materials, coordination of lab tests, and final certification of project with DSA.

RECOMMENDATION:

Staff recommends the Board of Trustees Ratify the Agreement for Inspection Services with Donald Sharp for the Glen Edwards Middle School Modernization and Addition Project.

AGREEMENT FOR INSPECTION SERVICES

This, agreement made and entered into on this the February 15, 2018 by the Western Placer Unified School District, hereinafter referred to as the "OWNER", and Donald Sharp, hereinafter referred to as the "INSPECTOR".

WITNESS TO:

WHEREAS, OWNER is causing the construction on school facilities known as:
Glenn Edwards Middle School Modernization/Additions
Western Placer Unified School District
DSA File: 31-42 Application: 02-116313
Project No. 18-412 and;

WHEREAS, INSPECTOR, is qualified to inspect such school buildings and other structures, and;

WHEREAS, INSPECTOR, has, been approved for the above named project by the Division of the State Architect, Office of Regulation Services, and the Architect

NOW, THEREFORE, in consideration of the mutual promises and agreements herein contained, IT IS AGREED by and between the parties, hereto as follows:

1. SCOPE OF WORK

Owner hereby hires the INSPECTOR as an independent contractor to perform inspection services as an Inspector of Record on the project herein described. Services shall includes but, but are not limited to:

A. Inspection of work in progress for compliance with approved plans and specifications, applicable building codes, regulations and ordinances.
B. Keeping of a daily log of contractor activities.
C. Certification of work completed and materials used on the project and review and approval of contractor request for payment.
D. Coordination for all required lab tests. Services and inspection normally provided by a testing laboratory include: welding, batch plant observation, masonry, soils, etc,. are not part of this contract.
E. Keep OWNER informed at all times, regarding quality of work, project schedule, and coordination of consultants.
F. Be physically present at the construction site during structural construction operations and at any additional timer, deemed necessary by the Architect and Owner.
G. Work with the Architect and immediately report to the Architect any failure by the contractors to comply with the approved plans, drawings, and specifications, or any attempted substitutions as to required materials and or workmanship in any portion of the work.
H. Have the authority to inform the contractors of any conflicts and/or inconsistencies with the plans, drawings, and specifications; to reject defective materials and to suspend any work which is being improperly done, subject to the ultimate decision of the Architect and the Owner.
I. Any and all other duties that the INSPECTOR is required to perform under

the California Code of Regulations, Part, 1, Title 24.

2. COMPENSATION

A. The OWNER shall pay the INSPECTOR the sum of $80.00 per hour, not to exceed $14,000.00 per month, as compensation for services, herein described, payable no later than ten (10) working days following invoice date. Invoices shall be submitted by the INSPECTOR, on the fifteenth and on the final day of each month. Each invoice shall reflect the hours spent per workday by the INSPECTOR in preforming his duties under this agreement. It is understood that no deductions will be made, from payments to the INSPECTOR, on account of withholding for income tax, social security, health insurance, retirement, or any other benefits, applicable to employees of the OWNER, nor shall the, INSPECTOR be entitled to any payment for expenses unless expressly provided in this agreement.

B. The INSPECTOR agrees to devote inspection time as necessary to perform the services as required by this contract in a competent, adequate and continuous manner as required by the California Code of Regulations. A four (4) hour minimum charge shall be applied for each time that the INSPECTOR shall visit the site to cover travel and preparation of reports.

C. Overtime hours required as a result of unusual job conditions, or shift, work, shall be invoiced at an hourly rate of $120.00/per hour, (time and one-half), upon approval of the Owner. Overtime work is defined as any hours in excess of a normal eight hour day and / or Saturday work. Sunday and Holiday work shall be invoiced at $160.00 per hour (double time). In order to preserve and protect the district budget for the project, the Owner and Project Inspector agree that overtime hours may be accumulated and credited towards time off from the project, at the stated overtime rate(s).

D. Projects that have a time line for construction that is one year or greater, the OWNER agrees that the INSPECTOR shall be allowed to take two weeks of vacation during this construction period. This vacation time will be scheduled, by the INSPECTOR, around the construction scheduled in such a manner as to not impede, or cause any delay to the progress or completion of the project.

E. Payments to the Inspector are due upon receipt of each invoice for services rendered and payable within 10 calendar days from the date of the invoice. Unpaid balances are subject to interest charges at the maximum rate allowable by law.

F. Any invoices remaining unpaid 20 calendar days or more after the date of the invoice may, at the Inspector's sole discretion, result in the cessation of all work on the project being carried out under the direction of the Architect.

G. All reasonable costs (Costs of Recovery), including administrative and attorney's fees, that may be incurred by the Inspector and his representatives in their effort to collect past due amounts owed to the Inspector for more than 45 calendar days, are to be added to the amounts due the Inspector and are to be paid by the Owner, or deducted from any deposits held. All payments to the Inspector made after an invoice is past due more than 45 days shall first be credited to the Costs of Recovery, then

to the most past due invoice until the account is brought current.

H. All unresolved disputes between the Owner and the Inspector are to go first to Mediation, and then to binding Arbitration. The filing costs of mediation will be paid by the Owner until the matter is resolved. The Inspector's reasonable legal costs associated with Mediation and Arbitration are considered Costs of Recovery.

I. Any disagreements with any portion of any invoice are to be brought to the attention of the Inspector within 7 calendar days of the date of the invoice, and are to be in writing making specific reference to those items in dispute. Amounts not in dispute are to be paid. Amounts disputed will carry late payment charges until the dispute is resolved.

3. REIMBURSABLE EXPENSES:

The OWNER shall reimburse the INSPECTOR for any off-site, meetings, or inspections of other construction projects at the rate of $0.50 per mile, excluding home office to project job site travel.

4. PERFORMANCE OF DUTIES

The INSPECTOR agrees, to the best of his ability and experience, that he will at all times loyally and conscientiously perform all of the duties, and obligations required of him either expressly or implicitly by terms of this agreement.

5. AVAILABILITY OF TIME

The INSPECTOR agrees to be available to inspect the OWNER's, construction as needed and in no way delay progress due to unavailability.

6. INSURANCE

It is understood that the INSPECTOR is an independent contractor and does not carry professional liability insurance. The OWNER agrees to "Hold Harmless" the INSPECTOR from liability for loss, damage, or injury to persons or property during or relating to the performance of inspection services under this agreement, except if such liability, loss, damage, or injury to persons, or property is caused by the negligence of the INSPECTOR. The INSPECTOR agrees to defend, indemnify and hold harmless, the Owner, its trustees, officers, employees and agents, from and against claims, liability, causes of action, damages, and/or expenses including reasonable attorney's fees and costs, arising out of or related to INSPECTOR's performance under this agreement.

7. WARRANTY

The INSPECTOR does not express, nor imply any warranties or guarantees whatsoever, except that the INSPECTOR warrants and represents that he is competent to perform the duties and responsibilities required by this agreement.

8. RECORDS

The INSPECTOR shall maintain at all times complete detailed records and inspection logs with regards to the services performed under this agreement. Said records shall be the property of the INSPECTOR, except for those records that, by law, are

considered to be the property of the Owner.

9. TERM

The term of this agreement shall commence upon execution and will remain in effect until such time that either a Notice of Completion has been filed with the County Recorder or the contractors have completed all of the requirements of the contract documents, whichever occurs first.

10. CANCELLATION

This agreement may be canceled by the OWNER upon giving ten (10) days advance written notice, or by the INSPECTOR by giving ten (10) days advance written notice. In the event of cancellation, the INSPECTOR shall be paid for all services performed up to the effective date of cancellation.

11. GOVERNING LAW

This agreement shall be governed by and construed in accordance with the laws, of the State of California.

12. MODIFICATIONS

The terms of this agreement shall not be waived, altered, modified, supplemented or amended, in any manner whatsoever, except by written agreement signed by the parties.

13. ENTIRE AGREEMENT

This agreement represents the entire agreement between the parties and supercedes all prior negotiations, representations or agreements, either written or oral.

14. ATTORNEYS FEES AND COSTS

Should any party to this agreement commence a legal or equitable action to either enforce or interpret the provisions of this agreement, the prevailing party shall be entitled to receive its reasonable attorney's fees and costs.

IN WITNESS WHEREOF, this agreement has been executed on day, month, and year first written.

OWNER

Asst Supt of Business Svs and Operations

Michael Adell, Director of Facilities
Western Place Unified School District

Date: 3/21/18

INSPECTOR

Donald Sharp, A.I.A.,
Inspector of Record #877

Date: FEB 22, 2018

file: Inspection Contract

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEES MEETING FACT SHEET

MISSION STATEMENT: Empower Students with the skills, knowledge, and attitudes for Success in an Ever Changing World.
DISTRICT GLOBAL GOALS
1. Develop and continually upgrade a well articulated K-12 academic program that challenges all students to achieve their highest potential, with a special emphasis on students 2. Foster a safe, caring environment where individual differences are valued and respected. 3. Provide facilities for all district programs and functions that are suitable in terms of function, space, cleanliness and attractiveness. 4. Promote the involvement of the community, parents, local government, business, service organizations, etc. as partners in the education of the students. 5. Promote student health and nutrition in order to enhance readiness for learning.

SUBJECT:

Ratification of Contract with Placer County Office of Education and Western Placer Unified School District

AGENDA ITEM AREA:

Consent

REQUESTED BY:

Audrey Kilpatrick
Assistant Superintendent of
Business and Operations

ENCLOSURES:

Yes

DEPARTMENT:

Business Services

FINANCIAL INPUT/SOURCE:

Maintenance & Operations General Fund

MEETING DATE:

April 3, 2018

ROLL CALL REQUIRED:

No

BACKGROUND:

The attached contract is for consulting services with PCOE and Western Placer Unified School District for the PCOE Clean Water Strategies for the 2018-19 fiscal year. The agreement includes specialized services to provide a group training workshop, annual evaluations, and ongoing monitoring support to fulfill the requirements specified in the California General Permit for Storm Water Discharges from Small Municipal Storm Sewer Systems (Small MS4 Permit). The Small MS4 Permit was adopted by the State Water Resources Control Board on February 5, 2013. The cost of these services is $3,118.00 and will be paid with the Maintenance & Operations General Fund.

RECOMMENDATION:

Administration recommends that the Board ratify the contract agreement between PCOE and Western Placer Unified School District.

PCOE
GOLD IN EDUCATION

Placer County Office of Education
360 Nevada Street, Auburn, CA 95603
(530) 889-8020 • Fax (530) 886-5841 • www.placercoe.k12.ca.us

Gayle Garbolino-Mojica, County Superintendent of Schools

Date: February 26, 2018

AGREEMENT FOR PCOE CONSULTING SERVICES

This agreement ("Agreement") for consulting services offered by the Placer County Office of Education (PCOE) is entered into between Gayle Garbolino-Mojica, Placer County Superintendent of Schools, in her capacity as the Chief Executive Officer of PCOE and **WESTERN PLACER UNION SCHOOL DISTRICT** ("Agency"). This Agreement is effective when signed by PCOE and Agency and for reference only is dated July 1, 2018.

1.0 SCOPE OF SERVICES

PCOE, through Clean Water Strategies ("Consultant") shall provide specialized consulting services to Agency as described below or (in Attachment A).

2.0 FEES

Agency shall pay a maximum amount to PCOE of **$3,118.00 annually** as full payment for all specialized services set forth herein. Any additional expenses such as travel, materials, copying etc. shall be paid as described in Attachment A.

3.0 RECORDS

Any records shall be maintained and stored by the Agency as may be required by the Education Code or other legal mandate. Copies of records may also be maintained and stored by PCOE.

4.0 WORK PRODUCT

All work product including intellectual property, such as trade secrets and copyrights, documents, records, files and supporting data accumulated, prepared and/or distributed by PCOE within the course and scope of this Agreement shall be specified below the property of:

a. ☒ PCOE _____
b. ☒ Agency _____
c. ☐ Not Applicable _____

5.0 TERM

The term of this Agreement shall be from **July 1, 2018**, through **June 30, 2020**. If new permit reissuance is delayed, Agency and PCOE may extend year to year until reissued permit requirements are clear.

6.0 TERMINATION

Either party may terminate this Agreement by giving the other party at least thirty (30) calendar days written notice. In the event of the early termination of this Agreement, PCOE shall be paid for all work performed and all reasonable expenses incurred up to and including the date of termination.

7.0 PAYMENT

PCOE will invoice Agency within thirty (30) calendar after services have been provided. Agency shall pay fees within thirty (30) after receiving an invoice from PCOE.

8.0 AMENDMENTS

Any amendments to this Agreement shall be in writing and signed by both parties.

9.0 STATUS OF CONSULTANT

The consulting services are being provided by PCOE salaried employee and not of the Agency. Any and all employer payroll tax and retirement related payments on behalf of individual are to be made by PCOE.

10.0 CERTIFICATION

The Agency shall be responsible for reviewing and verifying all data included in documents, forms, and reports prepared by PCOE on behalf of Agency. The Agency shall be responsible for meeting any certification requirements and if necessary, for consulting legal counsel as related to the preparation and submittal of documents, forms, and reports that PCOE prepares on behalf of Agency.

11.0 HOLD HARMLESS AND IDEMNIFICATION

Each party agrees to indemnify, defend and hold harmless the other party and its employees, officers, and agents from and against all liability or claims for injury or damage to persons or property arising out of or from the breach of this Agreement, or from any negligent or intentional acts or omissions of either party, its employees, officers, and agents, in connection with the performance of this Agreement.

12.0 ENTIRE AGREEMENT

This Agreement constitutes the entire agreement and understanding of the parties. There are no oral understandings, terms or conditions, and no party has relied upon any representation, express or implied, that are not otherwise contained in this Agreement. All prior understandings, terms or conditions are deemed merged into this Agreement.

IN WITNESS WHEREOF, the parties do hereby certify that they are duly authorized to execute this Agreement.

PLACER COUNTY SUPERINTENDENT OF SCHOOLS

Gayle Garbolino-Mojica

3/6/18
Date

AGENCY

Western Placer Union School District
Name of Agency

(Signature of Agency Representative)

3/15/18
Date

Asst Supt of Business Svs and Operations
Title

PCOE
GOLD IN EDUCATION

Placer County Office of Education
360 Nevada Street, Auburn, CA 95603
(530) 889-8020 • Fax (530) 886-5841 • www.placercoe.k12.ca.us

Gayle Garbolino-Mojica, County Superintendent of Schools

Date: February 26, 2018

ATTACHMENT A – SCOPE OF SERVICES AND/OR FEE SCHEDULE

The Placer County Office of Education (PCOE), through Clean Water Strategies ("Consultant"), provides storm water services to Agency and assists them in complying with the current California General Permit for Discharges of Storm Water Associated with Industrial Activities (IGP), which was adopted by the State Water Resources Control Board on April 1, 2014 as Order 2014-0057-DWQ. It is currently estimated that the existing IGP will be reissued in 2020.

Consultant will provide the services described below to the Agency. The proposed services would be for two years: 2018-19 (July 1, 2018 through June 30, 2019) through 2019-20 (July 1, 2019 through June 30, 2020). If the new reissuance is delayed, PCOE would expect to extend year to year until the reissued Permit requirements are clear.

- The services would consist of the following Each Year (2018-19 and 2019-20):

Task 1. (Omitted – New Participants)

Task 2A. Group Training Workshop

- Conduct one workshop for all participants in August or September of each year at the PCOE offices in Auburn, California. The purpose of the workshop would be to provide training for school district personnel regarding the new SWPPP best management practice (BMP) and monitoring requirements and present a summary of the results from sampling during the previous 12 months.

Task 2B. Annual Comprehensive Facility Compliance Evaluations (Annual Evaluations)

- Conduct Annual Evaluations at each school bus maintenance facility accompanied by district staff. This task will include verification that the monitoring records are complete and that the SWPPP is being properly implemented; inspection of all areas of industrial activity, all drainage areas, all BMPs (and include a BMP effectiveness assessment). The results from the Annual Evaluation will be summarized in a report that would be submitted to the district for signature;

- Provide SWPPP Amendment within 30-days, if needed, to address significant changes at the facility or BMPs noted during the Annual Evaluation;

Task 2C. Monitoring Support. On ongoing basis:

- Monitor district progress in collecting storm water samples and performing other required monitoring, and advise district when major storm events are anticipated in district vicinity (when sample collection requirements have not yet been met).
- Review the Sampling Event Visual Observation records prepared by the district and the storm water sample analyses prepared by the laboratory to verify that there are no

apparent analytical errors and that the analysis meets the IGP requirements.

- Summarize storm water sample results in a Sample Results letter provided to the district.
- If the storm water sample results appear valid, upload the data onto the SMARTS website as required by the IGP. If there are any questions regarding the report, confer with the analytical laboratory and, if needed, request a revised report.
- If any of the sample results exceed one or more of the Numeric Action Levels (NALs) specified in the IGP, confer with the district. If an exceedance has occurred, provide recommendations regarding potential corrective actions that could be taken by the district.
- If applicable, prepare the SMARTS documentation needed to allow participants to be approved for a further reduced sample collection frequency and notify the participant that the request is ready to submit.

Task 2D. Annual Reports.

- Prepare an electronic on-line annual report for each school district to submit to the SWRCB via the SMARTS website by July 15 of each year. The draft reports will be prepared based on observation records prepared by each district, the storm water sample analyses, and the results from the Annual Evaluation. CONSULTANT will notify the district when the annual report is ready for review, certification, and submittal.

IGP Permit Fee Schedule per District

Fiscal Year	Small MS4 costs due to PCOE
2018-2020	$3,118.00
Annual Cost for Existing Participant	**$3,118.00**

These services will be billed annually pursuant to the pay schedule identified in Section 7.0 of the Agreement for Consulting Services herein.

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEES MEETING FACT SHEET

MISSION STATEMENT: Empower Students with the skills, knowledge, and attitudes for Success in an Ever Changing World.
DISTRICT GLOBAL GOALS
1. Develop and continually upgrade a well articulated K-12 academic program that challenges all students to achieve their highest potential, with a special emphasis on students
2. Foster a safe, caring environment where individual differences are valued and respected.
3. Provide facilities for all district programs and functions that are suitable in terms of function, space, cleanliness and attractiveness.
4. Promote the involvement of the community, parents, local government, business, service organizations, etc. as partners in the education of the students.
5. Promote student health and nutrition in order to enhance readiness for learning.

SUBJECT:
School-Sponsored Trips Involving Out-of-State, Out-of-Country, and/or Overnight Travel

AGENDA ITEM AREA:
Consent

REQUESTED BY:
Kerry Callahan
Assistant Superintendent

ENCLOSURES:
No

DEPARTMENT:
Educational Services

FINANCIAL INPUT/SOURCE:
Student Fees/School Funds

MEETING DATE:
April 3, 2018

ROLL CALL REQUIRED:
No

BACKGROUND:
Per Board Policy 6153, the Board of Trustees recognizes that school-sponsored trips are an important component of a student's development and supplement and enrich the classroom learning experience. School-sponsored trips may be conducted in connection with the district's course of study or school-related social, educational, cultural, athletic, school band activities, or other extracurricular or cocurricular activities. A field trip to a foreign country may be permitted to familiarize students with the language, history, geography, natural science, and other studies relative to the district's course of study.

Requests for school-sponsored trips involving out-of-state, out-of-country, or overnight travel shall be submitted to the Superintendent or designee. The Superintendent or designee shall review the request and make a recommendation to the Board as to whether the request should be approved by the Board. All other school-sponsored trips shall be approved in advance by the principal.

Students will not be excluded due to inability to pay.

Information regarding the school-sponsored trips for which approval is being sought is as follows:

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEES MEETING FACT SHEET

FIELD TRIP:	Outdoor Leadership Trip
SCHOOL(S):	ATLAS, Phoenix High School & Lincoln High School
BRIEF DESCRIPTION: *(citing educational purpose)*	This field trip is part of the Outdoor Education/ATLAS Program. The purpose of the trip is to focus on the development of leadership and communication skills among diverse student learners. In addition, then trip will include project based learning in ELA, History and Science subject areas. Students will participate in original research related to each of these core subjects and then present research findings.
DATES:	May 23-25, 2018
LOCATION(S):	Desolation Wilderness- CA
LODGING/ACCOMMODATIONS:	Camping Tents
PERSON(S) COORDINATING:	Adam Salinger and Clint Nelson
STUDENTS PARTICIPATING:	Approximately 10 students
FUNDING SOURCE:	Program Funding, Student Donations, Grant Money

FIELD TRIP:	Outdoor Leadership Trip
SCHOOL(S):	ATLAS, Phoenix High School & Lincoln High School
BRIEF DESCRIPTION: **(citing educational purpose)**	This field trip is part of the Outdoor Education/ATLAS Program. The purpose of the trip is to focus on the development of leadership and communication skills among diverse student learners. In addition, then trip will include project based learning in ELA, History and Science subject areas. Students will participate in original research related to each of these core subjects and then present research findings.
DATES:	August 27-31, 2018
LOCATION(S):	Yosemite National Park -CA
LODGING ACCOMMODATIONS:	Camping Tents
PERSON(S) COORDINATING:	Adam Salinger and Clint Nelson
STUDENTS PARTICIPATING:	Approximately 10 students
FUNDING SOURCE:	Program Funding, Student Donations, Grant Money

FIELD TRIP:	Outdoor Leadership Trip
SCHOOL(S):	ATLAS, Phoenix High School & Lincoln High School
BRIEF DESCRIPTION: **(citing educational purpose)**	This field trip is part of the Outdoor Education/ATLAS Program. The purpose of the trip is to focus on the development of leadership and communication skills among diverse student learners. In addition, then trip will include project based learning in ELA, History and Science subject areas. Students will participate in original research related to each of these core subjects and then present research findings.
DATES:	September 17-21, 2018
LOCATION(S):	Zion National Park - UT
LODGING ACCOMMODATIONS:	Camping Tents
PERSON(S) COORDINATING:	Adam Salinger and Clint Nelson,
STUDENTS PARTICIPATING:	Approximately 10 students
FUNDING SOURCE:	Program Funding, Student Donations, Grant Money

INFORMATION

DISCUSSION

ACTION

ITEMS

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEE MEETING FACT SHEET

MISSION STATEMENT: Empower Students with the skills, knowledge, and attitudes for Success in an Ever Changing World.

DISTRICT GLOBAL GOALS

1. **Develop and continually upgrade a well articulated K-12 academic program that challenges all students to achieve their highest potential, with a special emphasis on students**
2. **Foster a safe, caring environment where individual differences are valued and respected.**
3. **Provide facilities for all district programs and functions that are suitable in terms of function, space, cleanliness and attractiveness.**
4. **Promote the involvement of the community, parents, local government, business, service organizations, etc. as partners in the education of the students.**
5. **Promote student health and nutrition in order to enhance readiness for learning.**

SUBJECT:
Acceptance of Bid and Approve Awarding the Contract to Rua and Son Mechanical For the Lincoln High School Roof Renovation Project

AGENDA ITEM AREA:
Action

REQUESTED BY:
Michael Adell
Director of Facilities

ENCLOSURES:
Yes

DEPARTMENT:
Facilities

FINANCIAL INPUT/SOURCE:
Deferred Maintenance/Fund 35

MEETING DATE:
April 3, 2018

ROLL CALL REQUIRED:
No

BACKGROUND:

Scope of work includes, but not limited to; repair of decking, installation of insulation, installation of new roof system, repairing any deficiencies, and other required work indicated in the plans and specifications for a complete, functioning roof system for the Dale Pence Gymnasium Building to address ongoing roof leaks.

A Notice to Bidders for the project was published in the *Lincoln News Messenger* on February 22, 2018, and March 1, 2018, with a bid submittal deadline of March 12, 2018 at 2:00PM. An optional pre-bid job walk was held on March 5, 2018 at Lincoln High School that was attended by six (6) potential bidders.

The District received three (3) bids at the bid opening. The lowest responsive and responsible base bid was from Rua and Son Mechanical for $191,622.00. There were two additive alternates submitted totaling $7,600.00 the District will be accepting bringing the total contract to **$199,222.00**. Enclosed please find the bid summary and bid form for the project.

RECOMMENDATION:

Staff recommends the Board of Trustees accept the bid and award the contract to Rua and Son Mechanical for the Lincoln High School Roof Renovation Project.

PROJECT: LHS Roof Renovation																
BID Date: Monday March 12th, 2018																
BID Time: 2:00PM																
School: LHS																
Application No.:																

BID SUMMARY

Contractor	Bid Form	Addendum 1 Noted	Bid Bond /Security	Non-Collus Affidavit	Work Comp Certificate	Designation of SubContractor	General Conditions	Drug Free Workplace	Fingerprint Notice & Acknowledgement Certificate	Iran Contrct. Certificate	Roof Project Certificate	Suff Funds Declaration	Base Bid	Add ALT 1 Access Ladder to Barrel Roof	Add ALT 2 Cost Duct work on Lower Theater Roof	Base Bid + Add Alternates Total
California Single Ply	X	X	X	X	X	X	X	X	X	X	X	X	$ 296,220.00	$ 10,000.00	$ 10,000.00	$ 316,220.00
Kings Roofing	X	X	X	X	X	X	X	X	X	X	X	X	$ 309,000.00	$ 15,500.00	$ 13,800.00	$ 338,300.00
Rua & Son Mechanical	X	X	X	X	X	X	X	X	X	X	X	X	$ 191,622.00	$ 3,350.00	$ 4,250.00	$ 199,222.00

BID FORM

WESTERN PLACER UNIFIED SCHOOL DISTRICT
600 SIXTH STREET
LINCOLN, CALIFORNIA 95648

Dear Board Members:

The undersigned doing business under the firm name of:

Rua & Son Mechanical Inc

hereby propose and agree to enter into a Contract, to furnish any and all labor, materials, applicable taxes, equipment and services for the Completion of Work described hereinafter and in the Contract Documents:

LHS 2018 Re-Roof, 790 J Street, Lincoln, CA 95648

prepared by:

Williams+Paddon Architects, Cody Carpino, 2237 Douglas BLVD, Suite 160, Roseville, CA 95661

for the amount of $191,622.00 Dollars

In addition to the above base bid, the undersigned bidder proposes and agrees to the following additive or deductive alternates and amounts:

Alternate No 1. Provide and install a new ladder from theater roof to gym roof for the sum of Three Thousand Three Fifty Dollars ($3,350).

Alternate No 2. Seal theater roof duct joints and weatherproof all ducting for the sum of Four Thousand Two Fifty Dollars ($4250).

The low bid shall be determined as described in the Notice to Bidders.

If written notice of the Award of Contract is mailed, faxed, or delivered to the undersigned at any time before this bid is withdrawn, the undersigned shall, within ten (10) days after the date of such mailing, faxing, or delivering of such notice, execute and deliver an

agreement in the form of agreement present in these Contract Documents and give Performance and Payment Bonds in accordance with the specifications and bid as accepted.

The undersigned hereby designates as the office to which such Notice of Award of Contract may be mailed, faxed, or delivered:

4265 Dunotte Ave
Rocklin, CA 95765

Our Public Liability and Property Damage Insurance is placed with:

Tokio Marine

Our Workers' Compensation Insurance is placed with:

State Compensation Fund

Circular letters, bulletins, addenda, etc., bound with the specifications or issued during the time of bidding are included in the bid, and, in Completing the Contract, they are to become a part thereof.

The receipt of the following addenda to the specifications is acknowledged:

Addendum No. A Date 3/7 Addendum No. _____ Date _____

Addendum No. _____ Date _____ Addendum No. _____ Date _____

Addendum No. _____ Date _____ Addendum No. _____ Date _____

This bid may be withdrawn at any time prior to the scheduled time for the opening of bids or any authorized postponement thereof.

A bidder shall not submit a bid unless the bidder's California contractor's license number appears clearly on the bid, the license expiration date and class are stated, and the bid contains a statement that the representations made therein are made under penalty of perjury. Any bid submitted by a contractor who is not licensed pursuant to Business and Professions Code section 7028.15 shall be considered nonresponsive and shall be rejected. Any bid not containing the above information may be considered nonresponsive and may be rejected.

NOTE: Each bid must give the full business address of the bidder and be signed by bidder with bidder's usual signature. Bids by partnerships must furnish the full name of all partners and must be signed in the partnership name by a general partner with authority to bind the partnership in such matters, followed by the signature and designation of the person signing. The name of the person signing shall also be typed or printed below the signature. Bids by corporations must be signed with the legal name of the corporation,

followed by the name of the state of incorporation and by the signature and designation of the chairman of the board, president or any vice president, and then followed by a second signature by the secretary, assistant secretary, the chief financial officer or assistant treasurer. All persons signing must be authorized to bind the corporation in the matter. The name of each person signing shall also be typed or printed below the signature. Satisfactory evidence of the authority of the officer signing on behalf of a corporation shall be furnished.

The undersigned declares under penalty of perjury under the laws of the State of California that the representations made in this bid are true and correct.

Print or Type Name: Luis Rua

Title: President

Name of Company as Licensed: Rua & Son Mechanical, Inc

Business Address: 4265 Duluth Ave

Rocklin, CA 95765

Telephone Number: 916 543-9360

California Contractor License No.: 816570

Class and Expiration Date: C-39 1/31/19

Public Works Contractor Registration No. (if applicable): 1000002506

State of Incorporation, if Applicable: California

( ) Evidence of authority to bind corporation is attached.

Dated: March 12, 2018

Signed: _____

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEE MEETING FACT SHEET

MISSION STATEMENT: Empower Students with the skills, knowledge, and attitudes for Success in an Ever Changing World.

DISTRICT GLOBAL GOALS

1. **Develop and continually upgrade a well articulated K-12 academic program that challenges all students to achieve their highest potential, with a special emphasis on students**
2. **Foster a safe, caring environment where individual differences are valued and respected.**
3. **Provide facilities for all district programs and functions that are suitable in terms of function, space, cleanliness and attractiveness.**
4. **Promote the involvement of the community, parents, local government, business, service organizations, etc. as partners in the education of the students.**
5. **Promote student health and nutrition in order to enhance readiness for learning.**

SUBJECT:
Acceptance of Request for Proposal (RFP) and Approve Awarding Energy Services Implementation Contract to TRANE U.S. Inc. for Prop. 39 Energy Efficiency Projects

AGENDA ITEM AREA:
Action

REQUESTED BY:
Audrey Kilpatrick CC for AK
Assistant Superintendent of Business & Operations

ENCLOSURES:
Yes

DEPARTMENT:
Business Services

FINANCIAL INPUT/SOURCE:
Proposition 39 Funds

MEETING DATE:
April 3, 2018

ROLL CALL REQUIRED:
No

BACKGROUND:

Proposition 39, a voter approved initiative at the November 2012 statewide general election, provides for annual transfers from the State General Fund to the Clean Energy Job Creation Fund for the period of five years, 2013-14 through 2017-18. Proposition 39 funds are provided to LEAs to improve energy efficiency and create clean energy jobs. The District's total award allocation for 2013-14 through 2016-17 is $1,479,278.

In April 2017, the Board approved an initial contract to SmartWatt Energy Inc. to provide energy consultant services, including creating an energy expenditure plan which will describe specific projects and energy efficiency measures which will utilize Prop. 39 funds. SmartWatt Energy Inc. submitted the energy expenditure plan and the California Energy Commission (CEC) approved the plan on August 25, 2017.

In December 2017, the District issued a Request for Proposal (RFP) from qualified contractors to design, scope, and install Prop. 39 Energy Efficiency Project - HVAC- Packaged/Split System AC/Heat Pump/VRF units at Carlin C. Coppin Elementary School, Creekside Oaks Elementary, First Street Elementary, Glen Edwards Middle, Lincoln High school sites as set out in its completed and CEC approved Energy Expenditure Plan.

A notice for the RFP was published in the *Lincoln News Messenger* on December 7, 2017 with a submittal deadline of December 21, 2017 at 9:00 AM. The District received one submittal at the RFP opening. The sole submittal from TRANE U.S. Inc. (TRANE) as submitted exceeded the available Proposition 39 funding. The District and the TRANE reviewed and adjusted the scope of services and a revised scope of services was submitted by TRANE that was within a reasonable allowance of the funding.

The Energy Services Implementation contract with the revised scope of work as proposed is in the amount of $1,457,100. The Energy Services Implementation contract, General Conditions and RFP are included for review and recommended approval.

RECOMMENDATION:

Staff recommends the Board of Trustees accept the RFP and award the Energy Services Implementation contract to TRANE U.S. Inc. to design, scope, and install Prop. 39 Energy Efficiency Project - HVAC- Packaged/Split System AC/Heat Pump/VRF units for specific school sites for Western Placer Unified School District.

AGREEMENT BETWEEN OWNER AND CONTRACTOR

This Agreement between Owner and Contractor (the "Agreement") effective April 3, 2018, between the Western Placer Unified School District (the "Owner") and TRANE U.S. Inc. (the "Contractor"), each a "Party" and together, the "Parties" to this Agreement.

The Contractor and the Owner agree as follows:

1. SCOPE OF WORK. The Contractor agrees to furnish all labor, equipment and materials, including tools, implements, and appliances required, and to perform all the work in a good and workmanlike manner, free from any and all liens and claims from mechanics, material suppliers, subcontractors, artisans, machinists, teamsters, freight carriers, and laborers required for:

Prop. 39 Energy Efficiency Projects
For:

Carlin C. Coppin Elementary School
150 E. 12th Street,
Lincoln, CA 95648

Creekside Oaks Elementary School
2030 First Street,
Lincoln, CA 95648

First Street Elementary School
600 Sixth Street,
Lincoln, CA 95648

Glen Edwards Middle School
204 L Street,
Lincoln, CA 95648

Lincoln High School
790 J Street,
Lincoln, CA 95648

all in strict compliance with the plans, drawings and specifications therefore prepared by:

SmartWatt Inc.
3 Rosell Dr, Ballston Lake, NY 12019

and other contract documents relating thereto.

2. **CONTRACT DOCUMENTS.** The Contractor and the Owner agree that all of the documents listed in Article 1.1.1 of the General Conditions form the Contract Documents which form the Contract.

3. **TIME TO COMPLETE AND LIQUIDATED DAMAGES.**

Time is of the essence in this contract, and the time of completion for the Project shall be no later than December 31, 2018 from (a) the date of commencement of the Work as established in the Owner's Notice to Proceed, or (b) if no other date is established in a Notice to Proceed from Owner, the date of Contractor's actual commencement of the Work (including mobilization).

Failure to complete the Project within the time and in the manner provided for by the Contract Documents shall subject the Contractor to liquidated damages. For purposes of liquidated damages, the concept of substantial completion shall not constitute completion and is not part of the Contract Documents. The actual occurrence of damages and the actual amount of the damages which the Owner would suffer if the Project were not completed within the specified times set forth are dependent upon many circumstances and conditions which could prevail in various combinations and, from the nature of the case, it is impracticable and extremely difficult to fix the actual damages. Damages which the Owner would suffer in the event of delay include, but are not limited to, loss of the use of the Project, disruption of activities, costs of administration, supervision and the incalculable inconvenience and loss suffered by the public. Accordingly, the parties agree that the amount set forth above shall be the amount of damages which the Owner shall directly incur upon failure of the Contractor to complete the Project within the time specified: $500, for each calendar day by which completion of the Project is delayed beyond the completion date as adjusted by change orders.

If the Contractor becomes liable under this section, the Owner, in addition to all other remedies provided by law, shall have the right to withhold any and all retained percentages of payments and/or progress payments, and to collect the interest thereon, which would otherwise be or become due the Contractor until the liability of the Contractor under this section has been finally determined. If the retained percentages and withheld progress payments appear insufficient to discharge all liabilities of the Contractor incurred under this Article, the Contractor and its sureties shall continue to remain liable to the Owner for such liabilities until all such liabilities are satisfied in full.

If the Owner accepts any work or makes any payment under this Agreement after a default by reason of delays, the payment or payments shall in no respect constitute a waiver or modification of any Agreement provisions regarding time of completion and liquidated damages.

4. **PAYMENT.** The Owner agrees to pay the Contractor in current funds One Million, Four Hundred and Fifty Seven Thousand, and One Hundred dollars ($1,457,100.00) for work satisfactorily performed after receipt of properly documented and submitted Applications for Payment and to make payments on account thereof, as provided in the General Conditions.

5. **CHANGES.** Changes in this Agreement or in the Work to be done under this Agreement

shall be made as provided in the General Conditions.

6. **TERMINATION.** The Owner and Contractor may terminate the Contract as provided in the General Conditions.

7. **PREVAILING WAGES.** The Project is a public work, the Work shall be performed as a public work and pursuant to the provisions of Section 1770 et seq. of the Labor Code of the State of California, which are hereby incorporated by reference and made a part hereof, the Director of Industrial Relations has determined the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in the locality in which the work is to be performed, for each craft, classification or type of worker needed to execute this Contract. Per diem wages shall be deemed to include employer payments for health and welfare, pension, vacation, apprenticeship or other training programs, and similar purposes. Copies of the rates are on file at the Owner's principal office. The rate of prevailing wage for any craft, classification or type of workmanship to be employed on this Project is the rate established by the applicable collective bargaining agreement which rate so provided is hereby adopted by reference and shall be effective for the life of this Agreement or until the Director of the Department of Industrial Relations determines that another rate be adopted. It shall be mandatory upon the Contractor and on any subcontractor to pay not less than the said specified rates to all workers employed in the execution of this Agreement.

The Contractor and any subcontractor under the Contractor as a penalty to the Owner shall forfeit not more than Two Hundred Dollars ($200.00) for each calendar day or portion thereof for each worker paid less than the stipulated prevailing rates for such work or craft in which such worker is employed. The difference between such stipulated prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the stipulated prevailing wage rate shall be paid to each worker by the Contractor.

The Contractor and each Subcontractor shall keep or cause to be kept an accurate record for work on this Project showing the names, addresses, social security numbers, work classification, straight time and overtime hours worked and occupations of all laborers, workers and mechanics employed by them in connection with the performance of this Contract or any subcontract thereunder, and showing also the actual per diem wage paid to each of such workers, which records shall be open at all reasonable hours to inspection by the Owner, its officers and agents and to the representatives of the Division of Labor Law Enforcement of the State Department of Industrial Relations. Contractor and Subcontractor shall comply with Labor Code section 1776. The Contractor and each subcontractor shall furnish a certified copy of all payroll records directly to the Labor Commissioner.

Public works projects shall be subject to compliance monitoring and enforcement by the Department of Industrial Relations. A contractor or subcontractor shall not be qualified to submit a bid or to be listed in a bid proposal subject to the requirements of Public Contract Code section 4104 unless currently registered and qualified under Labor Code section 1725.5 to perform public work as defined by Division 2, Part 7, Chapter 1 (§§1720 et seq.) of the Labor Code. A contractor or subcontractor shall not be qualified to enter into, or engage in the

performance of, any contract of public work (as defined by Division 2, Part 7, Chapter 1 (§§1720 et seq.) of the Labor Code) unless currently registered and qualified under Labor Code section 1725.5 to perform public work.

8. WORKING HOURS. In accordance with the provisions of Sections 1810 to 1815, inclusive, of the Labor Code of the State of California, which are hereby incorporated and made a part hereof, the time of service of any worker employed by the Contractor or a Subcontractor doing or contracting to do any part of the Work contemplated by this Agreement is limited and restricted to eight hours during any one calendar day and forty hours during any one calendar week, provided, that work may be performed by such employee in excess of said eight hours per day or forty hours per week provided that compensation for all hours worked in excess of eight hours per day, and forty hours per week, is paid at a rate not less than one and one-half (1½) times the basic rate of pay. The Contractor and every Subcontractor shall keep an accurate record showing the name of and the actual hours worked each calendar day and each calendar week by each worker employed by them in connection with the Work. The records shall be kept open at all reasonable hours to inspection by representatives of the Owner and the Division of Labor Law Enforcement. The Contractor shall as a penalty to the Owner forfeit Twenty-five Dollars ($25.00) for each worker employed in the execution of this Agreement by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight hours in any one calendar day, and forty hours in any one calendar week, except as herein provided.

9. APPRENTICES. The Contractor agrees to comply with Chapter 1, Part 7, Division 2, Sections 1777.5 and 1777.6 of the California Labor Code, which are hereby incorporated and made a part hereof. These sections require that contractors and subcontractors employ apprentices in apprenticeable occupations in a ratio of not less than one hour of apprentice's work for each five hours of work performed by a journeyman (unless an exemption is granted in accordance with Section 1777.5) and that contractors and subcontractors shall not discriminate among otherwise qualified employees as indentured apprentices on any public works solely on the ground of sex, race, religious creed, national origin, ancestry or color. Only apprentices as defined in Labor Code Section 3077, who are in training under apprenticeship standards and who have signed written apprentice agreements, will be employed on public works in apprenticeable occupations. The responsibility for compliance with these provisions is fixed with the Contractor for all apprenticeable occupations.

10. DSA OVERSIGHT PROCESS. The Contractor must comply with the applicable requirements of the Division of State Architect ("DSA") Construction Oversight Process ("DSA Oversight Process"), including but not limited to (a) notifying the Owner's Inspector of Record/Project Inspector ("IOR") upon commencement and completion of each aspect of the work as required under DSA Form 156; (b) coordinating the Work with the IOR's inspection duties and requirements; (c) submitting verified reports under DSA Form 6-C; and (d) coordinating with the Owner, Owner's Architect, any Construction Manager, any laboratories, and the IOR to meet the DSA Oversight Process requirements without delay or added costs to the Project.

Contractor shall be responsible for any additional DSA fees related to review of proposed changes to the DSA-approved construction documents, to the extent the proposed changes were caused by Contractor's wrongful act or omissions. If inspected work is found to be in non-compliance with the DSA-approved construction documents or the DSA-approved testing and inspection program, then it must be removed and corrected. Any construction that covers unapproved or uninspected work is subject to removal and correction, at Contractor's expense, in order to permit inspection and approval of the covered work in accordance with the DSA Oversight Process.

11. INDEMNIFICATION AND INSURANCE. The Contractor will defend, indemnify and hold harmless the Owner, its governing board, officers, agents, trustees, employees and others as provided in the General Conditions.

By this statement the Contractor represents that it has secured the payment of Workers' Compensation in compliance with the provisions of the Labor Code of the State of California and during the performance of the work contemplated herein will continue so to comply with said provisions of said Code. The Contractor shall supply the Owner with certificates of insurance evidencing that Workers' Compensation Insurance is in effect and providing that the Owner will receive thirty (30) days' notice of cancellation.

Contractor shall provide the insurance set forth in the General Conditions. The amount of general liability insurance shall be a minimum of $2,000,000 per occurrence for bodily injury, personal injury and property damage with an aggregate of $4,000,000. The automobile liability insurance shall be a minimum of $1,000,000 combined single limit for bodily injury and property damage. The District shall be named by endorsement as an additional insured on both the general liability insurance and the automobile liability insurance.

12. ENTIRE AGREEMENT. The Contract constitutes the entire agreement between the parties relating to the Project, and supersedes any prior or contemporaneous agreement between the parties, oral or written, including the Owner's award of the Project to Contractor, unless such agreement is expressly incorporated herein. The Owner makes no representations or warranties, express or implied, not specified in the Contract. The Contract is intended as the complete and exclusive statement of the parties' agreement pursuant to California Code of Civil Procedure section 1856.

13. EXECUTION OF OTHER DOCUMENTS. The parties to this Agreement shall cooperate fully in the execution of any and all other documents and in the completion of any additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of the Contract.

14. EXECUTION IN COUNTERPARTS. This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy, or an original, with all signatures appended together, shall be deemed a fully executed Agreement.

15. BINDING EFFECT. Contractor, by execution of this Agreement, acknowledges that Contractor has read this Agreement and the other Contract Documents, understands them, and agrees to be bound by their terms and conditions. The Contract shall inure to the benefit of and shall be binding upon the Contractor and the Owner and their respective successors and assigns.

16. SEVERABILITY; GOVERNING LAW; CHOICE OF FORUM. If any provision of the Contract shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof. The Contract shall be governed by the laws of the State of California. Any action or proceeding seeking any relief under or with respect to this Agreement shall be brought solely in the Superior Court of the State of California for the County of Placer, subject to transfer of venue under applicable State law, provided that nothing in this Agreement shall constitute a waiver of immunity to suit by Owner.

17. AMENDMENTS. The terms of the Contract shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement signed by the parties and approved or ratified by the Governing Board.

18. ASSIGNMENT OF CONTRACT. The Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of the surety on the payment bond, the surety on the performance bond and the Owner.

19. WRITTEN NOTICE. Written notice shall be deemed to have been duly served if delivered in person to the individual or member of the firm or to an officer of the corporation for whom it was intended, or if delivered at or sent by registered or certified or overnight mail to the last business address known to the person who gives the notice.

(CONTRACTOR)	**(OWNER)**
TRANE U.S. Inc.	**WESTERN PLACER UNIFIED SCHOOL DISTRICT**
By: _____	By: _____
Name: _____	Name: Audrey Kilpatrick
Title: _____	Title: Asst. Supt. Business & Operations

_____
CONTRACTOR'S LICENSE NO. 57196

LICENSE EXPIRATION DATE

NOTE: Contractor must give the full business address of the Contractor and sign with Contractor's usual signature. Partnerships must furnish the full name of all partners and the Agreement must be signed in the partnership name by a general partner with authority to bind the partnership in such matters, followed by the signature and designation of the person signing. The name of the person signing shall also be typed or printed below the signature. Corporations must sign with the legal name of the corporation, followed by the name of the state of incorporation and by the signature and designation of the chairman of the board, president or any vice president, and then followed by a second signature by the secretary, assistant secretary, the chief financial officer or assistant treasurer. All persons signing must be authorized to bind the corporation in the matter. The name of each person signing shall also be typed or printed below the signature. Satisfactory evidence of the authority of the officer signing on behalf of a corporation shall be furnished.

EXHIBIT A

SCOPE OF WORK

Scope of Work:

Contractor shall provide design and construction services as described in this Agreement and the other Contract Documents as necessary to implement the Scope of Work described herein. The final scope of work will be inserted here along with any relevant attachments prior to execution of the Agreement.

EXHIBIT A
Scope of Services

The following scope of work descriptions are provided for each measure for the Western Placer U.S.D. Prop. 39 project.

Exhibit 'A' will describe the following ECM's:

(1) Wall Mounted Heat Pumps (various sites)
(2) RTU Replacements (various sites)

(1) Wall Mounted Heat Pump Replacements

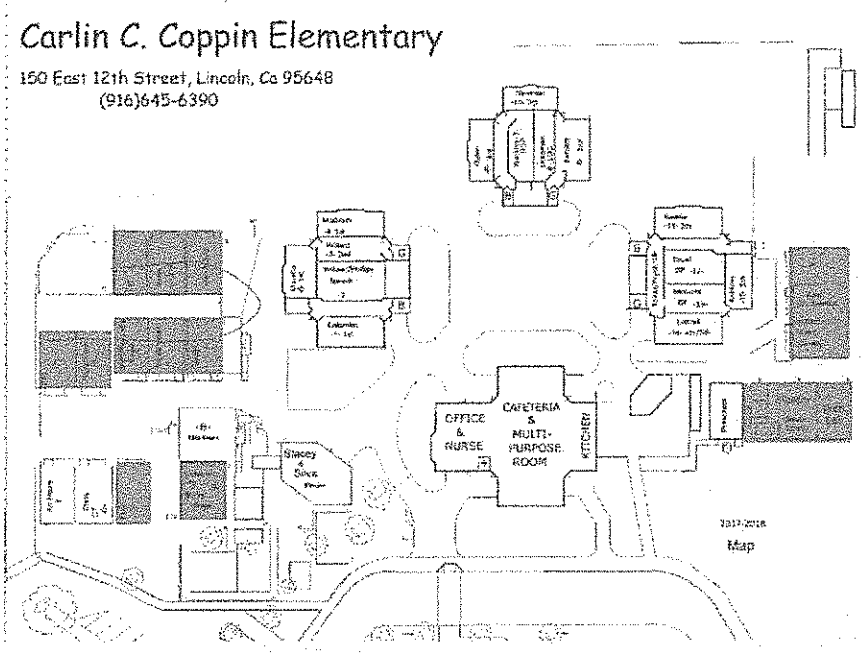
1. **Carlin C. Coppin Elementary – 17 wall mount HPs**
2. **Creekside Oaks Elementary – 27 wall mount HPs**
3. **First Street – 28 wall mount HPs**
4. **Glen Edwards Middle School – 29 wall mount HPs**
5. **Lincoln HS – 14 wall mount HPs**

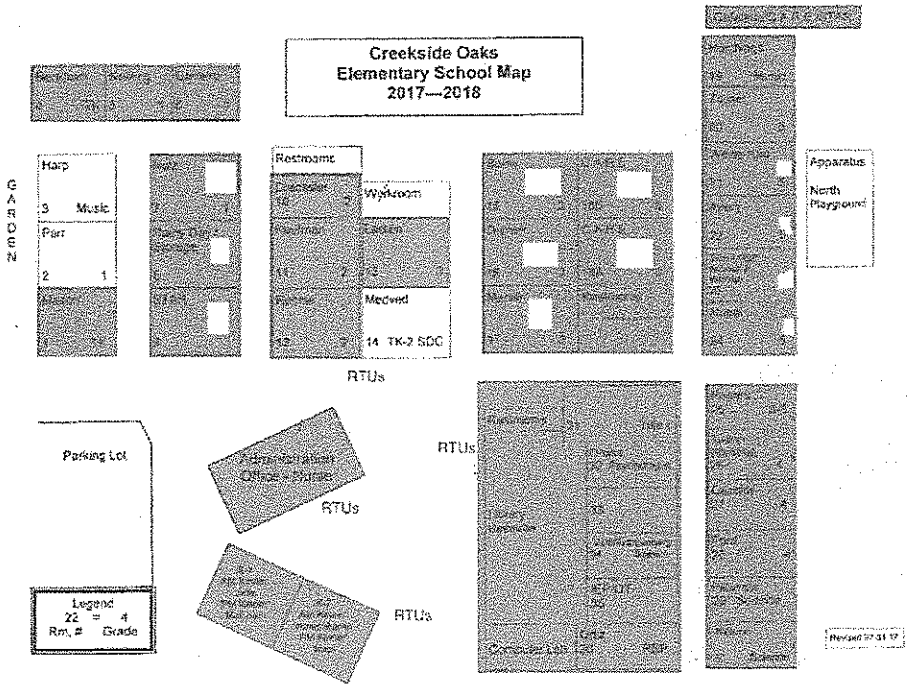
The Wall Mounted HP units would be installed ideally in the summer of 2018. This work will not be able to be performed while students or staff would be on site where the work is to occur. This work involves mechanical and electrical.

The intent of this work is to replace like-for-like tonnage units with new Bard (or equal) Wall Mounted Heat Pumps (11 seer) units. The following Table depicts the existing rooms and associated HVAC equipment that currently exists at each site that are impacted by this replacement work:

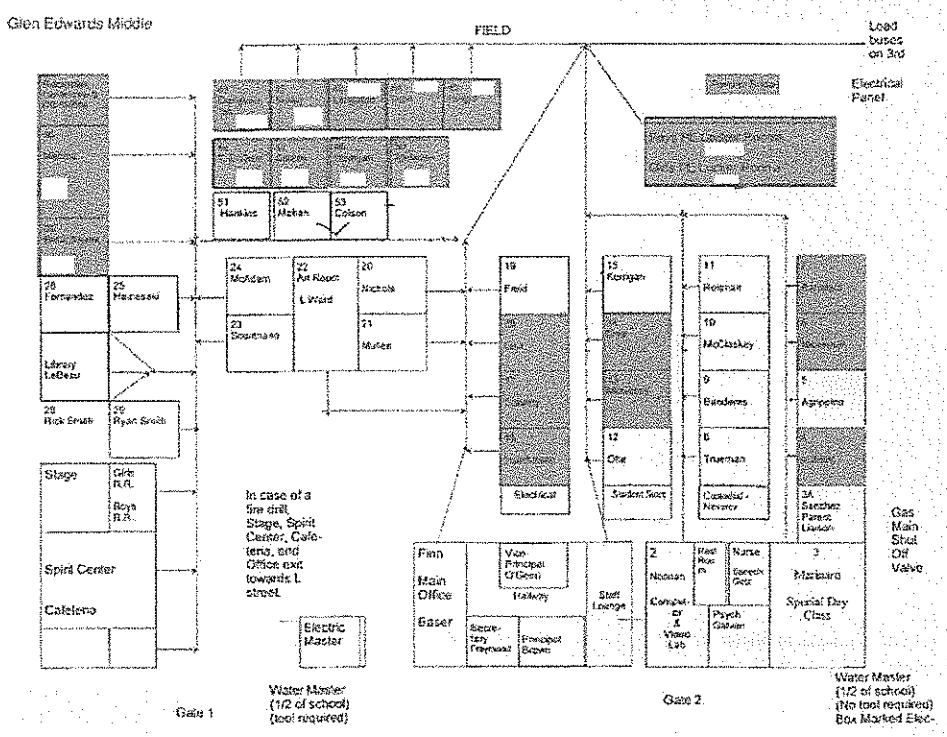
The following campus school maps of each site provides the locations of the rooms that will be impacted by the Replacement work and areas that will need to be unoccupied during this activity:

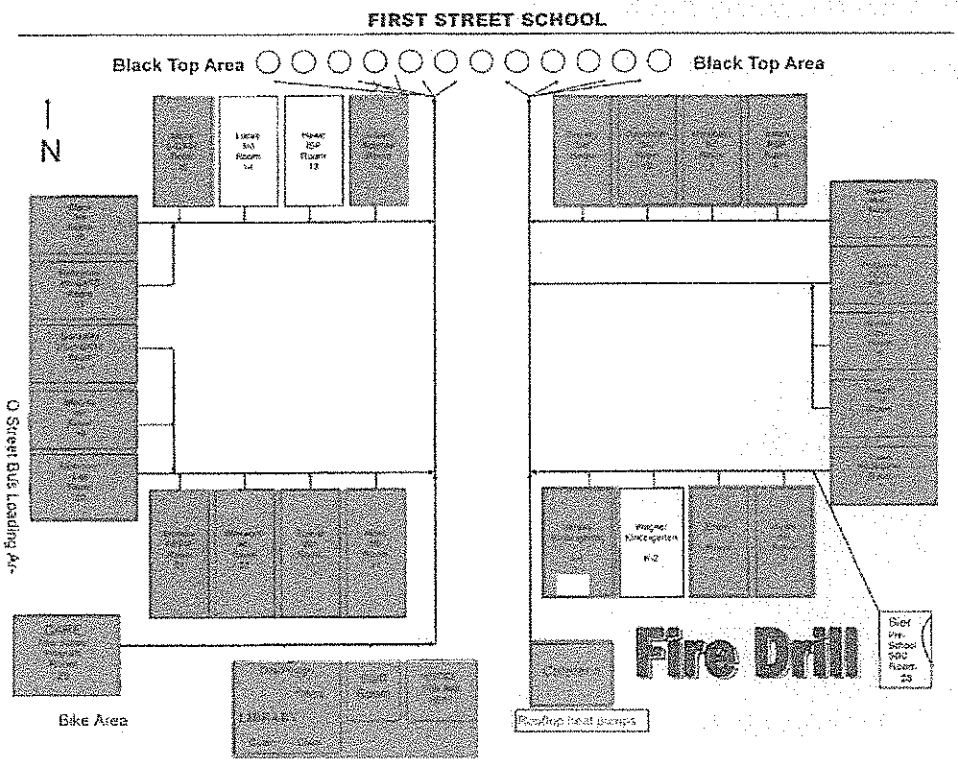
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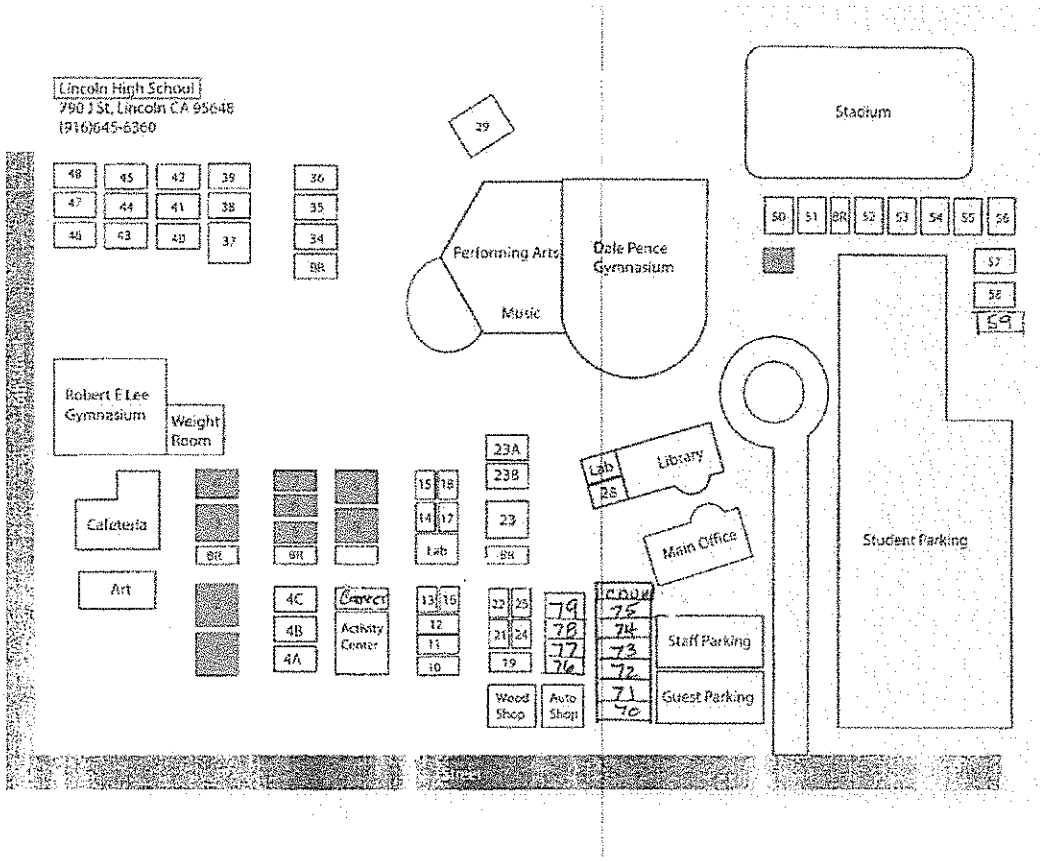


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Wall Mount HP Replacement Scope of Work

Wall Mount HP Replacement (various sites)

The following scope-of-work describes the proposed work for the Wall Mount HP Replacements at the listed sites

(1.) The new units are of the same footprint and no structural or architectural modifications are required

(2.) Trane will coordinate the Replacement work with WPUSD. It is the intent of this work to occur in summer of 2018. WPUSD will not be able to occupy the areas where this work occurs until this work is completed for the safety of the students and staff. This work will all occur during normal business hours.

(3.) The sequence of the work will first require the existing units to be removed from the wall All electrical power services to these units will be 'locked-out' and 'tagged off' prior to this work occurring. The electrical services will be disconnected from each unit prior to removal. During the removal of the existing units from the roof areas no one will be allowed in the immediate areas where this work is to occur or in the building. The existing units will be properly disposed of once removed from the roof.

(4.) The existing HVAC ductwork and air distribution devices are planned on being re-used "as is". There will be no room changes to the existing ducting or registers.

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(5.) Trane will set the new replacement units on the wall. Areas around the buildings and work area will be required to be cleared and prepared for this work. No one will be allowed in the areas in or around the lifting equipment for safety reasons.

(6.) Once the new units have been set, the new units will be re-connected to the existing electrical power feeder's service. The electrical services are being re-used as they are of adequate capacity and sizing for this replacement work.

(7.) The existing Building Automation devices and Room Thermostats will also be re-used for these new units. Trane will review existing thermostats not connected to BAS and replace where deemed necessary for proper equipment operation.

(8.) Trane will upon completion of the new unit installation provide for the factory start-up services. Each new unit will be checked for proper heating and cooling operation.

(9.) Trane warrants its labor and materials for RTU Replacement work for a period of one (1) year from the date of substantial completion of the RTU Replacements.

EXCLUSIONS & CLARIFICATIONS:

(1) As stated in our scope-of-work for the Wall Heat Pump Replacements, the intent is to perform this work in the summer of 2018 during the school summer break period so as to minimize interruptions to the classrooms and the campus facilities. Should WPUSD hinder us from accomplishing this work in that period of time WPUSD shall work with Trane to accomplish this work in a mutually acceptable time frame and manner.

(2) Trane excludes overtime, weekend or holiday work for the performance of the Replacement work.

(3) Trane excludes any acceleration of the Replacement work due to conditions beyond its control.

(4) Trane has based the Replacement work as being performed during normal business hours.

(5) Trane excludes any temporary removal of District property, such as classroom materials, desks, equipment, etc. should it be necessary including any temporary storage containers for such items.

(6) Trane has planned on re-using existing power feeders, conduits, thermostat wiring, etc. for this Replacement work and therefore excludes any new power conduits and power feeders, but will re-connect and extend to the existing services next to each unit as required.

(7) We exclude any asbestos identification or abatement related services. Trane will require any existing hazardous materials reports prior to the start of this work. Such costs for hazardous materials reports or asbestos testing and/or reports shall be borne by WPUSD.

(8) It has been presumed that the existing ductwork in both the ceiling and below roof areas is in good operating condition. Should repairs of such existing ductwork be determined in the course of this work it will be an additional cost.

(9) The existing architectural surrounds below the Wall HP required for child safety (Elementary School Sites only) will be re-installed or replaced as required to meet code.

(10) Trane assumes that all installed Building Automation Systems are functioning properly. Any additions, modifications, and /or repairs to those systems are the sole responsibility of WPUSD

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(2) RTU Replacements

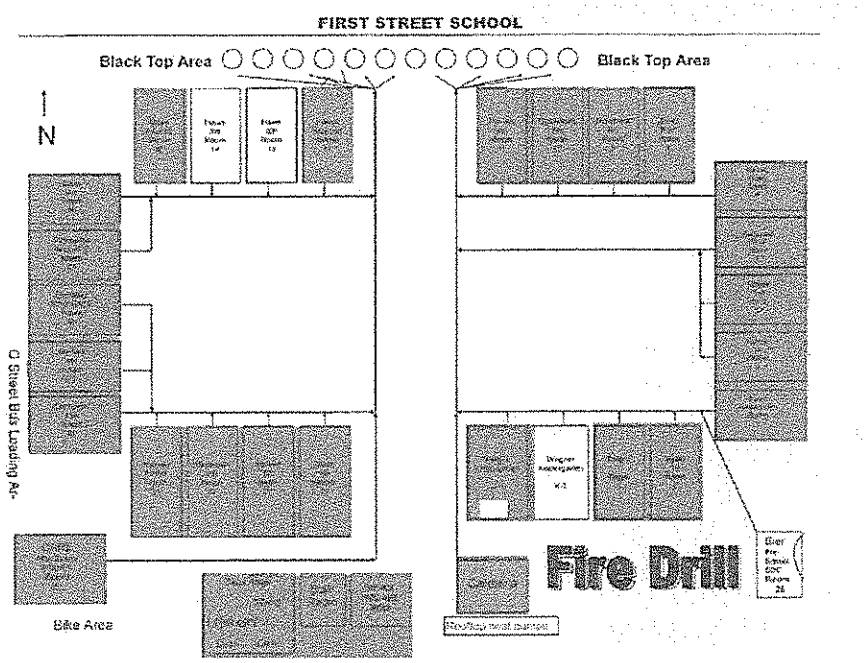
1. **Creekside Oaks Elementary – 14 rooftop package units**
2. **First Street Elementary – 3 rooftop package units**

RTU Replacements Scope of Work

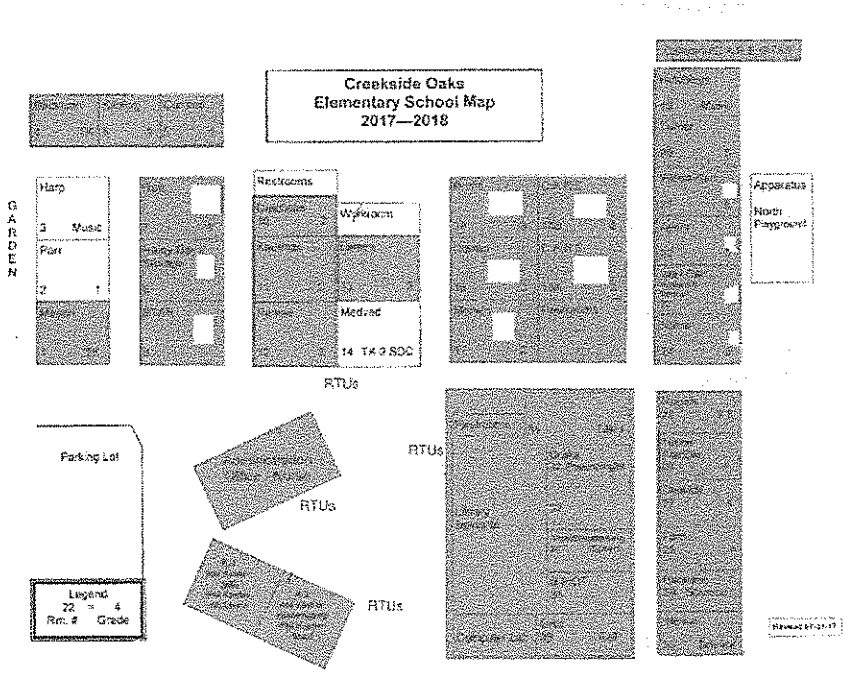
The Roof Mounted RTU units would be installed ideally in the summer of 2018. This work will not be able to be performed while students or staff would be on site where the work is to occur. This work involves mechanical and electrical,

The intent of this work is to replace like-for-like tonnage units with new Trane Roof Mounted Gas Electric RTU units.

The following campus school maps of each site provides the locations of the rooms that will be impacted by the RTU Replacement work and areas that will need to be unoccupied during this work



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RTU (Rooftop HVAC Unit) Replacements (various sites)

The following scope-of-work describes the proposed for the RTU Replacements at the listed sites:

(1.) The new Rooftop units will not exceed the weight of the existing equipment therefore no DSA structural drawings, calculations, or inspections will be required. In order to mitigate risk, engineering analysis and submission for DSA Exemption Concurrence as per DSA PR 14-02 will be executed.

(2.) Trane will coordinate the RTU Replacement work with WPUSD. It is the intent of this work to occur in summer of 2018. WPUSD will not be able to occupy the areas where this work occurs until this work is completed for the safety of the students and staff. This work will all occur during normal business hours.

(3.) The sequence of the work will first require the existing rooftop HVAC units to be removed from the roof. All electrical power services to these units will be 'locked-out' and 'tagged off' prior to this work occurring. The gas service to these units will also be shut-off. The electrical and gas services will be disconnected from each unit prior to removal. During the crane rigging removal of the existing units from the roof areas no one will be allowed in the immediate areas where this work is to occur or in the building. The existing RTU units will be properly disposed of once removed from the roof.

(4.) The existing HVAC ductwork is planned on being re-used 'as is' below the roof line. There will be no room changes to the existing ducting or registers.

(5.) Trane will set the new Trane rooftop HVAC replacement units on the existing curb. Areas around the buildings and work area will be required to be cleared and prepared for this rigging. No one will be allowed in the areas in or around the crane rigging for safety reasons.

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(6.) Once the new units have been set on their respective roof curbs, the new units will be re-connected to the existing electrical power feeders and the existing gas line service. The existing gas and electrical services are being re-used as they are of adequate capacity and sizing for this replacement work.

(7.) The existing Building Automation devices will also be re-used for these new RTU units.

(8.) Trane will upon completion of the new RTU unit installation provide for the factory start-up services for each new unit. Each new unit will be checked for proper heating and cooling operation.

(9.) Trane warrants its labor and materials for RTU Replacement work for a period of one (1) year from the date of substantial completion of the RTU Replacements.

EXCLUSIONS & CLARIFICATIONS:

(1) As stated in our scope-of-work for the RTU Replacements the intent is to perform this work in the summer of 2018 during the school summer break period so as to minimize interruptions to the classrooms and the campus facilities. Should WPUSD hinder us from accomplishing this work in that period of time WPUSD shall work with Trane to accomplish this work in a mutually acceptable time frame and manner.

(2) Trane excludes overtime, weekend or holiday work for the performance of the RTU Replacement work.

(3) Trane excludes any acceleration of the RTU Replacement work due to conditions beyond its control.

(4) Trane has based the RTU Replacement work as being performed during normal business hours.

(5) Trane excludes any temporary removal of District property, such as classroom materials, desks, equipment, etc. should it be necessary including any temporary storage containers for such items.

(6) Trane has planned on re-using existing power feeders, conduits, thermostat wiring, gas service, etc. for this RTU Replacement work and therefore excludes any new power conduits and power feeders, but will re-connect and extend to the existing services and existing gas lines on the roof next to each unit.

(7) We exclude any asbestos identification or abatement related services. Trane will require any existing hazardous materials reports prior to the start of this work. Such costs for hazardous materials reports or asbestos testing and/or reports shall be borne by WPUSD.

(8) It has been presumed that the existing ductwork in both the ceiling and below roof areas is in good operating condition. Should repairs of such existing ductwork be determined in the course of this work it will be an additional cost.

(9) We exclude any screen walls for this work. Currently there are no screen walls and we do not believe there would be any need for them.

(10) Trane assumes that all installed Building Automation Systems are functioning properly. Any additions, modifications, and /or repairs to those systems are the sole responsibility of WPUSD

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EXHIBIT B

GENERAL CONDITIONS
(Attached)

SHORT-FORM GENERAL CONDITIONS

for

CONTRACT OF CONSTRUCTION

FOR PROP. 39 ENERGY EFFICIENCY PROJECT

WESTERN PLACER UNIFIED SCHOOL DISTRICT

December 4, 2017

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ARTICLE 1
GENERAL CONDITIONS

1.1 BASIC DEFINITIONS

1.1.1 The Contract Documents. The "Contract Documents" consist of the Agreement between Owner and Contractor (hereinafter the Agreement), Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, addenda issued prior to bid, Instructions to Bidders, Notice to Bidders, the Bid Form, Payment Bond, Performance Bond, required insurance certificates, additional insured endorsement and declarations page, Designation of Subcontractors, Noncollusion Declaration, Roof Project Certification (where applicable), Sufficient Funds Declaration (Labor Code section 2810) and the Fingerprinting Notice and Acknowledgment and Independent Contractor Student Contact Form, other documents referred to in the Agreement, and Modifications issued after execution of the Agreement. A Modification is a written amendment to the Contract signed by both parties, a Change Order, a Construction Change Directive, or a written order for a minor change in the Work issued by the Owner. The Contract Documents are complementary, and each obligation of the Contractor, Subcontractors, material or equipment suppliers in any one shall be binding as if specified in all.

1.1.2 The Contract. The Contract Documents form the Contract. The "Contract" represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a written Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind between the Architect and Contractor, between any construction manager and the Contractor, between the Owner and any Subcontractor or Sub-subcontractor, or between any persons or entities other than the Owner and the Contractor. The terms of the Contract shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement signed by the parties and approved or ratified by the Governing Board.

1.1.3 The Work. The "Work" shall include all labor, materials, services, manuals, training, as-builts, and equipment necessary for the Contractor to fulfill all of its obligations pursuant to the Contract Documents, including, but not limited to, punch list items and submission of documents. The Work shall constitute a "work of improvement" under Civil Code section 8050 and Public Contract Code section 7107.

1.1.4 The Project. The "Project" is the total construction of the Work performed in accordance with the Contract Documents. However, where applicable, the Project may also include construction by the Owner or by separate contractors.

1.1.5 The Drawings. The "Drawings" are graphic and pictorial portions of the Contract Documents prepared for the Project and approved changes thereto, wherever located and whenever issued, showing the design, location, and scope of the Work, generally including plans, elevations, sections, details, schedules, and diagrams as drawn or approved by the Architect.

1.1.6 The Specifications. The "Specifications" are that portion of the Contract Documents consisting of the written requirements for material, equipment, construction systems, instructions, quality assurance standards, workmanship, and performance of related services.

1.1.7 The Project Manual. The "Project Manual" is the volume usually assembled for the Work which may include, without limitation, the bidding requirements, sample forms, Agreement, Conditions of the Contract, and Specifications.

1.1.8 OR. "Or" shall include "and/or."

1.1.9 COMPLETION. Statutory definitions of "Completion" and "Complete" shall apply for those statutory purposes. For all other purposes, including accrual of liquidated damages, Claims and warranties, "Completion" and "Complete" mean the point in the Work where (1) Contractor has fully and correctly performed all Work in all parts and requirements, including corrective and punch list work, and (2) Owner's representatives have conducted a final inspection that confirmed this performance. Substantial, or any other form of partial or non-compliant, performance shall not constitute "Completion" or "Complete".

1.2 EXECUTION, CORRELATION AND INTENT - The Contract Documents are complementary and are intended to include all items required for the proper execution and Completion of the Work. Any item of work mentioned in the Specifications and not shown on the Drawings, or shown on the Drawings and not mentioned in the Specifications, shall be provided by Contractor as if shown or mentioned in both. Without limiting Contractor's obligation to identify conflicts for resolution by the Owner, it is intended that the more stringent, higher quality, and greater quantity of Work shall apply. Each and every provision of law required by law to be inserted in this Contract shall be deemed to be inserted herein, and the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon application of either party the Contract shall be amended in writing to make such insertion or correction. Where requirements of the Contract Documents exceed those of the applicable building codes and ordinances, the Contract Documents shall govern. Contractor shall comply with all applicable Federal, State and local laws.

1.3 OWNERSHIP AND USE OF ARCHITECT'S DRAWINGS, SPECIFICATIONS AND OTHER DOCUMENTS - The Drawings, Specifications, and other documents prepared on behalf of the Owner are instruments of the services of the Architect and its consultants and are the property of the Owner. The Contractor may retain one contract record set.

ARTICLE 2
OWNER

2.1 DEFINITION - The term "Owner" means the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The term "Owner" means the Owner or the Owner's authorized representatives, including, but not limited to, architects and construction managers. To the extent the Contract Documents indicate

that Owner has assigned duties to particular representatives of the Owner (such as the Architect, or any construction manager), Owner reserves the right at all times to reassign such duties to different Owner representatives.

2.2 EXISTING UTILITY LINES; SITE SURVEY; CONTRACTOR RELIANCE – Pursuant to Government Code section 4215, the Owner assumes the responsibility for removal, relocation, and protection of utilities located on the Site at the time of commencement of construction under this Contract with respect to any such utility facilities which are not identified in the drawings and specifications made part of the invitation to bid. The Contractor shall not be assessed for liquidated damages for delay in Completion of the Work caused by failure of the Owner to provide for removal or relocation of such utility facilities. Owner shall compensate the Contractor for the costs of locating, repairing damage not due to the failure of the Contractor to exercise reasonable care, removing or relocating such utility facilities, and for equipment necessarily idle during such work. When required by the scope of the Project, the Owner will furnish, at its expense, a legal description or a land survey of the Site, giving, as applicable, grades and lines of streets, alleys, pavements, adjoining property, rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries, and contours of the site. Surveys to determine locations of construction, grading, and site work shall be provided by the Contractor.

Any test borings and soils reports for the Project have been made for the Owner to indicate the subsurface materials that might be encountered at particular locations on the Project. The Owner has made these documents available to the Contractor and the Contractor has studied the results of such test borings and information that it has as to the subsurface conditions and Site geology as set forth in the test borings and soils reports. The Owner does not assume any responsibility whatsoever with respect to the sufficiency or accuracy of the borings made, or of the logs of the test borings, or of other investigations, or of the soils reports furnished pursuant hereto, or of the interpretations to be made beyond the location or depth of the borings. There is no warranty or guarantee, either express or implied that the conditions indicated by such investigations, borings, logs, soil reports or other information are representative of those existing throughout the site of the Project, or any part thereof, or that unforeseen developments may not occur. At the Owner's request, the Contractor shall make available to the Owner the results of any Site investigation, test borings, analyses, studies or other tests conducted by or in the possession of the Contractor of any of its agents. Nothing herein contained shall be deemed a waiver by the Contractor to pursue any available legal right or remedy it may have at any time against any third party who may have prepared any report and/or test relied upon by the Contractor.

The Contractor may rely upon the accuracy of any utility services or site survey information that the Owner may provide, except that the Contractor may not rely upon and must question in writing to the Owner and the Architect any information which appears incorrect based upon Contractor's Site inspection, knowledge of the Work, and prior experience with similar projects, unless specifically stated in writing that the Contractor may rely upon the designated information.

2.3 OWNER'S RIGHT TO STOP THE WORK - If the Contractor fails to correct Work, which is not in accordance with the requirements of the Contract Documents as required by paragraph 12.2, or persistently fails to carry out Work in accordance with the Contract Documents, the Owner, after providing Notice pursuant to paragraph 2.4, may order the Contractor to stop the Work or any portion thereof, until the Contractor corrects the deficiencies.

2.4 OWNER'S RIGHT TO CARRY OUT THE WORK - If the Contractor fails or refuses to carry out the Work in accordance with the Contract Documents, the Owner may correct such deficiencies by whatever reasonable method the Owner may deem expedient without prejudice to other remedies the Owner may have, including but not limited to having another contractor perform some or all of the Work without terminating the Contract. Owner shall first provide written notice to Contractor of Contractor's failure or refusal to perform. The notice will provide the time period within which Contractor must begin correction of the failure or refusal to perform. If the Contractor fails to begin correction within the stated time, or fails to continue correction, the Owner may proceed to correct the deficiencies. In the event the Owner bids the work, Contractor shall not be eligible for the award of the contract. The Contractor may be invoiced the cost to Owner of the work, including compensation for additional professional and internally generated services and expenses made necessary by Contractor's failure or refusal to perform. Owner may withhold that amount from the retention, or progress payments due the Contractor, pursuant to Section 9.5. If retention and payments withheld then or thereafter due the Contractor are not sufficient to cover that amount, the Contractor shall pay the difference to the Owner.

ARTICLE 3
THE CONTRACTOR

3.1 DEFINITION - The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The term "Contractor" means the Contractor or the Contractor's authorized representatives. To the extent that any portion of the Work is provided with the Contractor's own forces, any reference to Subcontractors shall be equally applicable to the Contractor. The Contractor shall post at appropriate conspicuous points on the Site, a schedule showing all determined minimum wage rates and all authorized deductions, if any, from unpaid wages actually earned and all other required job site notices as prescribed by regulation.

3.2 SUPERVISION AND CONSTRUCTION PROCEDURES

3.2.1 Contractor. The Contractor shall supervise and direct the Work using the Contractor's best skill and attention, which shall meet or exceed the standards in the industry. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, procedures, and coordinating all portions of the Work under the Contract, unless Contract Documents give other specific instructions concerning these matters.

If part of the Project is performed by other contractors Owner directly retains, and the Owner does not retain a construction manager for the Project, Contractor shall be responsible for the coordination and sequencing of its Work with those other contractors so as to avoid any impact

on the Contract schedule. If Contractor fails to fulfill these obligations, Owner may exercise its rights under section 2.4. The right of Owner to carry out the Work under section 2.4 shall not give rise to a duty on the part of Owner to exercise this right for the benefit of Contractor or any other person or entity, except to the extent required by section 6.1.3.

If part of the Project is performed by other contractors Owner directly retains, and Owner retains a construction manager, the Owner and construction manager shall schedule and coordinate the activities of Contractor with the other contractors and Owner. Contractor agrees to accept the Owner's, and any construction manager's, construction schedules, schedule updates, overall sequence and coordination of construction for the Project.

Contractor realizes that work by other contractors or Owner may occur simultaneously with Contractor's Work in any given area. Contractor is responsible for its own sequences within a given activity or set of activities. Contractor shall not commit, or permit, any act which will adversely affect the work of any other contractor or Owner. Contractor shall provide layout of its Work at the request of any other contractor or Owner.

3.2.2 Contractor Responsibility. The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors, material and equipment suppliers, and their agents, employees, invitees, and other persons performing portions of the Work under direct or indirect contract with the Contractor or any of its Subcontractors.

3.2.3 Obligations not Changed by Others' Actions. The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents by the activities or duties of the Owner's representatives, including but not limited to, any construction manager, the Architect or Inspector of Record, or by tests, inspections, or approvals required or performed by persons other than the Contractor.

3.2.4 Contractor Responsibility for Readiness for Work. The Contractor shall be responsible for inspection of Work already performed under the Contract Documents to determine that such portions are in proper condition to receive subsequent work.

3.3 SUPERINTENDENT - The Contractor shall provide a competent superintendent and assistants as necessary, all of whom shall be reasonably proficient in speaking, reading and writing English and, who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor. The Contractor and each Subcontractor shall: furnish a competent and adequate staff as necessary for the proper administration, coordination, supervision, and superintendence of its portion of the Work; organize the procurement of all materials and equipment so that the materials and equipment will be available at the time they are needed for the Work; and keep an adequate force of skilled workers on the job to Complete the Work in accordance with all requirements of the Contract Documents. Owner shall have the right, but not the obligation, to require the removal from the Project of any superintendent, staff member, agent, or employee of any Contractor, Subcontractor, material or equipment supplier, etc., for cause.

3.4 LABOR AND MATERIALS - Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, material, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and Completion of the Work whether temporary or permanent and whether or not incorporated or to be incorporated in the Work. The Contractor shall be responsible for cutting, fitting, or patching required to Complete the Work or to make its parts fit together properly.

3.5 WARRANTY - For the period of one (1) year after Completion of the Work, the Contractor warrants to the Owner that material and equipment furnished under the Contract will be of good quality and new unless otherwise required or permitted by the Contract Documents, that the Work will be free from defects not inherent in the quality required or permitted, and that the Work will conform with the requirements of the Contract Documents, per Section 12.2.

3.6 TAXES - Contractor will pay all applicable Federal, State, and local taxes on all materials, labor, or services furnished by it, and all taxes arising out of its operations under the Contract Documents. Owner is exempt from Federal Excise Tax, and a Certificate of Exemption shall be provided upon request.

3.7 PERMITS, FEES AND NOTICES - The Contractor shall secure and pay for all permits and governmental fees, licenses, and inspections necessary for proper execution and Completion of the Work which are customarily secured after execution of the Contract and are legally required by any authority having jurisdiction over the Project, except those required by the Division of the State Architect (DSA). Owner shall be responsible for all testing and inspection as required by the DSA on-Site or within the distance limitations set forth in paragraph 13.4.1, unless a different mileage range is specified in the Contract Documents.

3.8 ALLOWANCES - The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities against whom the Contractor makes reasonable and timely objection.

3.9 CONTRACTOR'S CONSTRUCTION SCHEDULES - The Contractor, promptly after executing the Contract, shall prepare and submit for the Owner's and any construction manager's information the baseline construction schedule for the Work, which shall conform to the Contract Documents requirements. The schedule shall not exceed time limits current under the Contract Documents and shall comply with all of the scheduling as required by the Contract Documents (including these General Conditions and Division 1 of the Specifications) and the standards of the industry. The construction schedule shall be in the form of a tabulation, chart, or graph and shall be in sufficient detail to show the chronological relationship of all activities of the project including, but not limited to, estimated starting and completion dates of various activities, (including early and late dates and reasonable float for each activity), procurement of materials, the critical path, and scheduling of equipment. In connection with the DSA Construction Oversight Process, which includes inspection cards and review of changes to the DSA-approved

construction documents, the Contractor must (a) include specific tasks in its baseline schedule to take into account these procedures since they are critical path issues; and (b) include a reasonable amount of float in the baseline schedule to accommodate the additional time required by these DSA procedures. Failure of the Contractor to provide proper schedules as required by this paragraph may, at the sole discretion of Owner, constitute either grounds to withhold, in whole or in part, progress payments to the Contractor, or a breach of contract allowing Owner to terminate the Contract.

3.10 DOCUMENTS AND SAMPLES AT THE SITE - The Contractor shall maintain at the Site for the Owner one applicable copy of Titles 19 and 24 and record copy of the Drawings, Specifications, Addenda, Change Orders, and other Modifications, in good order and marked currently to record changes and selections made during construction. In addition, the Contractor shall maintain at the Site approved Shop Drawings, Product Data, Samples, and similar required submittals.

3.11 SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES

3.11.1 Shop Drawings. The term "shop drawings" as used herein means drawings, diagrams, schedules, and other data, which are prepared by Contractor, Subcontractors, manufacturers, suppliers, or distributors illustrating some portion of the Work. The Contractor shall obtain and submit with the shop drawings all seismic and other calculations and all product data from equipment manufacturers. Shop drawings shall: establish the actual detail of all manufactured or fabricated items, indicate proper relation to adjoining work, amplify design details of mechanical and electrical systems and equipment in proper relation to physical spaces in the structure, and incorporate minor changes of design or construction to suit actual conditions.

3.11.2 Samples. The term "samples" as used herein are physical examples furnished by Contractor to illustrate materials, equipment, or quality. All Work shall be in accordance with the approved samples.

3.11.3 Contractor's Responsibility. Contractor shall obtain and shall submit to Architect all required shop drawings and samples in accordance with Contractor's "Schedule for Submission of Shop Drawings and Samples" as required in Division 1 of the Specifications with such promptness as to cause no delay in its own Work or in that of any other contractor, Owner or subcontractor but in no event later than ninety (90) days after the execution of the Agreement. Review by Owner and Architect shall not relieve the Contractor or any Subcontractor from its responsibility in preparing and submitting proper shop drawings, product data and samples in accordance with the Contract Documents. Any submission, which in Architect's opinion is incomplete, contains numerous errors, or has been checked only superficially by Contractor will be returned unreviewed by the Architect for resubmission by the Contractor. Contractor shall not commence any portion of the Work requiring a shop drawing or sample submission until the Architect has approved the submission.

3.11.4 Extent of Review. In reviewing shop drawings, the Owner will not verify dimensions and field conditions. The Architect will review and approve shop drawings, product

data, and samples for aesthetics and for conformance with the design concept of the Work and the information given in the Contract Documents. The Architect's review shall not relieve the Contractor from responsibility for any deviations from the requirements of the Contract Documents unless the Architect has given specific written approval. Contractor and Subcontractors shall be solely responsible for determining any quantities, whether or not shown on the shop drawings.

3.11.5 Substitution. Unless the Specifications state that no substitution is permitted, whenever in the Contract Documents any specific brand or trade name is specified such specification shall be deemed to be followed by the words "or equal." The Owner may consider an untimely substitution request if the product specified is no longer commercially available.

3.12 CLEANING UP - The Contractor shall keep the Site and surrounding area free from accumulation of waste material or rubbish caused by operations under the Contract. The Site shall be maintained in a safe, neat and orderly condition. If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so, without prior notice to the Contractor and the cost thereof shall be invoiced to the Contractor and withheld from progress payments and/or retention. When directed by the Owner or the Architect, Contractor and Subcontractor shall dismantle temporary structures, if any, and remove from the Site all construction and installation equipment, fences, scaffolding, surplus materials, rubbish, and supplies belonging to Contractor or Subcontractor.

3.13 ACCESS TO WORK - The Contractor shall provide the Owner, the Architect, and the Inspector of Record, access to the Work in preparation and progress wherever located.

3.14 ROYALTIES AND PATENTS - The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims of infringement of patent rights and shall hold the Owner and the Architect harmless and indemnify them from loss on account thereof, to the extent not caused by the Owner's active negligence, sole negligence or willful misconduct, and shall not be responsible for such defense or loss when a particular design, process, or product of a particular manufacturer is required by the Contract Documents, unless Contractor has reason to believe it is an infringement of a patent and does not inform Architect.

3.15 INDEMNIFICATION

3.15.1 Scope: Contractor. To the fullest extent permitted by law, the Contractor shall defend, indemnify, and hold harmless the Owner, any construction manager, Architect, Architect's consultants, the Inspector of Record, the State of California, and their respective agents, employees, officers, volunteers, Boards of Trustees, members of the Boards of Trustees, and directors ("Indemnitees"), from and against claims, actions, damages, liabilities, losses for injury or death of persons, property damage, and compensation owed to other parties, and expenses (including but not limited to attorneys' fees and costs including fees of consultants) alleged by third parties against Indemnitees arising out of or resulting from the following: Contractor's, its Subcontractors', or its suppliers' performance of the Work, including but not limited to the Contractor's or its Subcontractors' use of the Site; the Contractor's or its Subcontractors' construction of the Project, or failure to construct the Project, or any portion

thereof; the use, misuse, erection, maintenance, operation, or failure of any machinery or equipment including, but not limited to, scaffolds, derricks, ladders, hoists, and rigging supports, whether or not such machinery or equipment was furnished, rented, or loaned by any of the Indemnitees; or any act, negligence, or willful misconduct of the Contractor or its Subcontractors or their respective agents, employees, material or equipment suppliers, invitees, or licensees but only to the extent caused in whole or in part by the acts or omissions of the Contractor, its Subcontractors, its suppliers, anyone directly or indirectly employed by any of them, or anyone for whose acts they may be liable. The obligation to defend, indemnify and hold harmless includes any claims or actions by third parties arising out of or resulting from Labor Code section 2810. Contractor shall have no obligation to defend or indemnify the Indemnitees against claims, actions, damages, liabilities, losses, and expenses caused by the active negligence, sole negligence or willful misconduct of Indemnitees. This indemnification shall apply to all liability, as provided for above, regardless of whether any insurance policies are applicable, and insurance policy limits do not act as a limitation upon the amount of the indemnification to be provided by
the Contractor.

3.15.2 Scope: Subcontractors.

3.15.2.1 Indemnity. The Subcontractors shall defend, indemnify, and hold harmless the Indemnitees from and against claims, actions, damages, liabilities, and losses (including but not limited to injury or death of persons, property damage, and compensation owed to other parties), and expenses (including but not limited to attorneys' fees and costs including fees of consultants) alleged by third parties against Indemnitees arising out of or resulting from the following: Subcontractors' performance of the Work, including but not limited to the Subcontractors' use of the Site; the Subcontractors' construction of the Project or failure to construct the Project or any portion thereof; the use, misuse, erection, maintenance, operation, or failure of any machinery or equipment, including, but not limited to, scaffolds, derricks, ladders, hoists, and rigging supports, whether or not such machinery or equipment was furnished, rented, or loaned by any of the Indemnitees; or any act, omission, negligence, or willful misconduct of the Subcontractors or their respective agents, employees, material or equipment suppliers, invitees, or licensees but only to the extent caused in whole or in part by the acts or omissions of the Subcontractors, anyone directly or indirectly employed by any of them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to a party, person, or entity described in this paragraph. This obligation to defend, indemnify and hold harmless includes any claims or actions by third parties arising out of or resulting from Labor Code section 2810. Subcontractors shall have no obligation to defend or indemnify the Indemnitees against claims, actions, damages, liabilities, losses, and expenses caused by the active negligence, sole negligence or willful misconduct of Indemnitees. This indemnification shall apply to all liability, as provided for above, regardless of whether any insurance policies are applicable, and insurance policy limits do not act as a limitation upon the amount of the indemnification to be provided by the

Subcontractors.

3.15.2.2 ***Joint and Several Liability.*** In the event more than one Subcontractor is connected with an accident or occurrence covered by this indemnification, then all such Subcontractors shall be jointly and severally responsible to each of the Indemnitees for indemnification, and the ultimate responsibility among such indemnifying Subcontractors for the loss and expense of any such indemnification shall be resolved without jeopardy to any Indemnitee. The provisions of the indemnity provided for herein shall not be construed to indemnify any Indemnitee for its own negligence if not permitted by law or to eliminate or reduce any other indemnification or right which any Indemnitee has by law or equity.

3.15.3 No Limitation. The Contractor's and the Subcontractor's obligation to indemnify and defend the Indemnitees hereunder shall include, without limitation, any and all claims, damages, and costs: for injury to persons and property (including loss of use), and sickness, disease or death of any person; for breach of any warranty, express or implied; for failure of the Contractor or the Subcontractor to comply with any applicable governmental law, rule, regulation, or other requirement; and for products installed in or used in connection with the Work.

NOTWITHSTANDING ANY PROVISION TO THE CONTRARY, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INCIDENTAL, CONSEQUENTIAL (INCLUDING WITHOUT LIMITATION LOST REVENUE AND LOST PROFITS) OR PUNITIVE DAMAGES REGARDLESS OF WHETHER SUCH LIABILITY ARISES FROM BREACH OF CONTRACT, TORT OR ANY OTHER THEORY.

3.16 NOTICE OF EXCUSE FOR NONPERFORMANCE - If Contractor believes that acts or omissions of Owner (including, but not limited to, Owner-caused delay) have prevented Contractor from performing the Work as required by the Contract Documents and Contractor intends to rely on Owner's acts or omissions and Civil Code section 1511(1) as reasons to excuse Contractor's nonperformance or to support, among other things, Contractor's requests for time extensions under these General Conditions, Contractor shall provide written notice of the excuse within five (5) days of the Owner's acts or omissions. If Contractor fails to timely submit the written notice, Contractor shall have waived any right to later rely on the acts or omissions as a defense to Contractor's nonperformance or as the basis for a time extension, regardless of the merits of the defense or time extension. Contractor will not have satisfied a condition precedent or exhausted administrative remedies. Contractor acknowledges that these written notices are of critical importance to the Owner's management of the Work and Project and the mitigation of costs and delays to the Work and Project.

ARTICLE 4
ADMINISTRATION OF THE CONTRACT

4.1 ARCHITECT - The term "Architect" means the Architect or the Architect's authorized representative, shall also refer to all consultants under the Architect's direction and control, and

is referred to as if singular in number. The Architect will have authority to act on behalf of the Owner only to the extent set forth in the Owner/Architect agreement.

4.2 ARCHITECT'S ADMINISTRATION OF THE CONTRACT

4.2.1 Status. The Architect may provide administration of the Contract as described in the Contract Documents and may be one of several Owners' representatives during construction.

4.2.2 Limitations of Construction Responsibility. The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect, or by tests, inspections, or approvals required or performed by persons other than the Contractor.

4.2.3 Communications Facilitating Contract Administration. Except as otherwise provided in the Contract Documents or when direct communications are warranted by special circumstances, the Owner and the Contractor shall communicate through the Architect, unless there is a construction manager for the Project or the Owner directs otherwise.

4.2.4 Rejection of Work. In addition to the rights, duties, and obligations of the Inspector of Record under this Article, the Architect may recommend to the Owner that the Owner reject Work which does not conform to the Contract Documents.

4.3 INSPECTOR OF RECORD - One or more Project inspectors ("Inspector of Record") employed by the Owner and approved by the Division of the State Architect will be assigned to the Work in accordance with the requirements of Title 24 of the California Code of Regulations. The Inspector of Record's duties will be as specifically defined in Title 24. All Work shall be under the observation of or with the knowledge of the Inspector of Record. The Inspector of Record shall have free access to any or all parts of the Work at any time. The Contractor shall furnish the Inspector of Record such information as may be necessary to keep the Inspector of Record fully informed regarding progress and manner of work and character of materials. Such observations shall not, in any way, relieve the Contractor from responsibility for full compliance with all terms and conditions of the Contract, or be construed to lessen to any degree the Contractor's responsibility for providing efficient and capable superintendence. The Inspector of Record is not authorized to make changes in the drawings or specifications. The Inspector of Record shall have the authority to reject work that does not comply with the provisions of the Contract Documents. In addition, the Inspector of Record may stop any work which poses a probable risk of harm to persons or property.

4.4 RESPONSIBILITY FOR ADDITIONAL CHARGES INCURRED BY THE OWNER FOR PROFESSIONAL SERVICES - If at any time prior to the Completion of the requirements under the Contract Documents, through no fault of its own, the Owner is required to provide or secure additional professional services for any reason by any act or omission of the Contractor, the Contractor shall be invoiced by the Owner for any actual costs incurred for any such additional services, which costs may, among other remedies, be withheld from the progress payments and/or retention.

4.5 CLAIMS

4.5.1 General. A "Claim" is a separate demand by the Contractor sent by registered mail or certified mail, return receipt requested, for (a) a time extension, including without limitation, a request for relief from damages or penalties for delay assessed by the Owner under the Contract Documents; (b) payment by Owner of money or damages arising from work done by, or on behalf of, the Contractor pursuant to the Contract Documents, and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to; or (c) an amount the payment of which is disputed by the local agency. A Claim includes any dispute Contractor may have with the Owner, including one regarding an alleged breach of contract by the Owner. The responsibility to substantiate Claims shall rest with the Contractor, including any pass through claims for which Contractor will comply with Public Contract Code section 9204(d)(5).

Claims, including those alleging an error or omission by the Architect, shall be submitted to the Architect and Owner. If Contractor intends to rely on Owner's acts or omissions in support of a request for a time extension, then Contractor must also provide the notice set forth in section 3.16, above. A timely decision by the Owner shall be provided. Claims must be made in writing within fifteen (15) days of the earliest of the following events: (a) Completion of the Work; (b) the thirtieth (30th) continuous day without labor by Contractor; or (c) Contractor's submission of a final progress payment application. An additional Claim made after the initial Claim has been implemented by Change Order will not be considered. The failure of the Contractor to make a Claim within the specified time shall constitute an express waiver of any right to assert such Claim, whether affirmatively or defensively. Despite submission or rejection of a Claim, the Contractor shall proceed diligently with performance of the Contract, and the Owner shall continue to make any undisputed payments in accordance with the Contract. When any excavation or trenching extends greater than four feet below the surface, Public Contract Code section 7104 shall control.

The Contractor shall furnish reasonable documentation to support each Claim and shall certify, at the time of submission of a Claim, as follows:

I, _____, being the _____ (Must be an officer) of _____ (Contractor), declare under penalty of perjury under the laws of the State of California, and do personally certify and attest that: I have thoroughly reviewed the attached Claim for additional cost and/or extension of time, and know its contents, and said Claim is made in good faith; the supporting data is truthful, accurate and complete; that the amount requested accurately reflects the adjustment for which the Contractor believes the Owner is liable; and further, that I am familiar with California Penal Code section 72 pertaining to false claims, and further know and understand that submission or certification of a false claim may lead to fines, imprisonment and/or other severe legal consequences.

By: _____

Contractor understands and agrees that any Claim submitted without this certification does not meet the terms of the Contract Documents, that Owner, or Owner's representatives, may reject the Claim on that basis and that unless Contractor properly and timely files the Claim with the

certification, Contractor cannot further pursue the Claim in any forum. A condition precedent will not have been satisfied.

4.5.2 Claims for Concealed or Unknown Conditions

4.5.2.1 Trenches or Excavations Less Than Four Feet below the Surface. If Contractor encounters conditions at the Site which are subsurface or otherwise concealed physical conditions, which differ materially from those indicated in the Contract Documents, or unknown physical conditions of an unusual nature, which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, then notice by the Contractor shall be given to the Owner promptly before conditions are disturbed and in no event later than ten (10) days after first observance of the conditions. If Contractor believes that such conditions differ materially and will cause an increase in the Contractor's cost of, time required for, or performance of any part of the Work, Contractor must comply with the provisions above for Claims.

4.5.2.2 ***Trenches or Excavations Greater Than Four Feet below the Surface.*** Pursuant to Public Contract Code section 7104, when any excavation or trenching extends greater than four feet below the surface:

4.5.2.2.1 The Contractor shall promptly, and before the following conditions are disturbed, notify the public entity, in writing, of any:

(1) Material that the Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, which is required to be removed to a Class I, Class II, or Class III disposal site in accordance with the provisions of existing law.

(2) Subsurface or latent physical conditions at the site differing from those indicated by information about the site made available to bidders prior to the deadline for submitting bids.

(3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract.

4.5.2.2.2 The public entity shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the Contractor's cost of, or the time required or, performance of any part of the Work shall issue a change order under the procedures described in the Contract.

4.5.2.2.3 In the event that a dispute arises between the public entity and the Contractor whether the conditions materially differ, or involve

hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the Work, the Contractor shall not be excused from the Contract Completion deadline, but shall proceed with all Work to be performed under the Contract. The Contractor shall retain any and all rights provided either by Contract or by law which pertain to the resolution of disputes and protests between the contracting parties.

4.6 PROCEDURES FOR CLAIMS Notwithstanding any other provision herein, Claims shall be handled pursuant to the procedures set forth in Public Contract Code section 9204, including claim, written response, payments, meet and confer conference, statement of disputed and undisputed portions after the meet and confer conference and non-binding mediation, and Government Code claim provisions. In addition, for claims that are $375,000 or less, the provisions of Public Contract Code section 20104 et. seq. also apply, to the extent they do not conflict with Public Contract Code section 9204. Owner may request additional documentation from Contractor within applicable time periods. As a precedent to initiation of any litigation against the Owner, Contractor must observe and comply with the Government Code claim procedures in Government Code sections 901 et seq. after completion of the contractual claim procedures above, including but not limited to timely presentation of a Government Code claim. The claim procedures described herein do not supersede or replace the requirement of a Government Code claim, and the two claim procedures shall be sequential.

The requirement for mediation shall not toll or supersede the requirement for submission of a Government Code claim, as specifically required in Section 4.6 above. If Contractor fails to timely notify the Owner in writing that it wishes to mediate pursuant to this paragraph, then Contractor will have waived all rights to further pursue the Claim. The parties shall reasonably cooperate to schedule and attend mediation as soon as reasonably possible.

ARTICLE 5
SUBCONTRACTORS

5.1 DEFINITIONS

5.1.1 Subcontractor. A Subcontractor is a person or entity, who has a contract with the Contractor to perform a portion of the Work at the Site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a separate contractor or subcontractors of a separate contractor. To the extent that the term Trade Contractor is utilized in the Contract Documents, it shall have the same meaning as the term "Subcontractor."

5.1.2 Sub-Subcontractor. A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the Site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK - Subcontractors shall be listed by Contractor pursuant to Public Contract Code section 4104. Subcontractor substitution shall be handled in accordance with Public Contract Code sections 4107 and 4107.5. Any substitutions of Subcontractors shall not result in any increase in the Contract Sum or the granting of any extension of time for the Completion of the Work.

5.3 SUBCONTRACTUAL RELATIONS - By appropriate agreement, written where legally required for validity, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all obligations and responsibilities, which the Contractor, by the Contract Documents, assumes toward the Owner.

5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS - Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner provided that:

A. Assignment is effective only after termination of the Contract with the Contractor by the Owner for cause pursuant to Article 14 and only for those subcontract agreements which the Owner accepts by notifying the Subcontractor in writing; and

B. Assignment is subject to the prior rights of the surety, if any, obligated under any bond relating to the Contract.

ARTICLE 6
CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

6.1 OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS

6.1.1 Owner's Rights. The Owner reserves the right to perform Project work with the Owner's own forces, or to award separate contracts in connection with such other work or other construction or operations on the Site under contract conditions identical or substantially similar to these, including those portions related to insurance. Upon the election to perform work with its own forces or by separate contracts, the Owner shall notify the Contractor. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall proceed pursuant to the Contract Documents.

6.1.2 Contractor's Duties. The Contractor shall have overall responsibility for coordination and scheduling of the activities of the Owner's own forces and of each separate contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with other separate contractors and the Owner in reviewing their construction schedules when directed to do so. The Contractor shall make any revisions to the construction schedule and Contract Sum deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, separate contractors, and the Owner until subsequently revised. If Contractor fails to fulfill these obligations, Owner may exercise its rights under section 2.4. The right of Owner to carry out the

Work under section 2.4 shall not give rise to a duty on the part of Owner to exercise this right for the benefit of Contractor or any other person or entity, except to the extent required by section 6.1.3.

6.1.3 Owner Obligations. Unless otherwise provided in the Contract Documents, when the Owner performs work related to the Project with the Owner's own forces, the Owner shall be deemed to be subject to the same obligations, and to have the same rights, which apply to the Contractor under the General Conditions.

6.2 MUTUAL RESPONSIBILITY

6.2.1 Delivery and Storage. The Contractor shall afford the Owner and separate contractors reasonable opportunity for delivery and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the separate contractors' construction and operations with theirs as required by the Contract Documents.

6.2.2 Notice by Contractor. If part of the Contractor's Work depends upon proper execution or results from work by the Owner or a separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Owner patent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor to so report shall constitute an acknowledgment that the Owner's or separate contractors' completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable.

ARTICLE 7
CHANGES IN THE WORK

7.1 CHANGES

7.1.1 No Changes without Authorization. The Owner reserves the right to change the Work by making such alterations, deviations, additions to, or deletions from the plans and specifications, as may be deemed by the Owner to be necessary or advisable for the proper Completion or construction of the Work contemplated, and the Owner reserves the right to require Contractor to perform such work. There shall be no change whatsoever in the drawings, specifications, or in the Work without an executed Change Order, Construction Change Directive, or order by the Owner for a minor change in the Work as herein provided. Owner shall not be liable for the cost of any extra work or any substitutions, changes, additions, omissions, or deviations from the Drawings and Specifications unless the same shall have been authorized by and the cost thereof approved in writing by Change Order or Construction Change Directive. No extension of time for performance of the Work shall be allowed hereunder unless claim for such extension is made at the time changes in the Work are ordered, and such time duly adjusted in writing in the Change Order.

7.1.2 Architect Authority. The Owner will have authority to order minor changes in the Work not involving any adjustment in the Contract Sum, an extension of the Contract Time, or a change which is inconsistent with the intent of the Contract Documents. Such changes shall

be effected by written Change Order and shall be binding on the Owner and the Contractor. The Contractor shall carry out such written orders promptly.

7.2 CHANGE ORDERS ("CO") - A CO is a written instrument prepared by the Architect and signed by the Owner, the Contractor, the Architect, and the DSA, stating their agreement upon all of the following: (A) A change in the Work; (B) the amount of the adjustment in the Contract Sum, if any; and (C) the extent of the adjustment in the Contract Time, if any.

7.3 CONSTRUCTION CHANGE DIRECTIVES ("CCD") - A CCD is a written unilateral order prepared by the Architect and signed by the Owner, and if necessary by the Architect, directing a change in the Work and stating a proposed basis for adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by CCD, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions the Contract Sum and Contract Time being adjusted accordingly. A CCD shall be used in the absence of agreement on the terms of a CO. If Contractor disagrees with the terms of a CCD, it shall nevertheless perform the work directed by the CCD, but it may pursue the notice, COR and claim procedures if Contractor believes it is entitled to changes in the Contract Sum or Contract Time.

7.4 REQUEST FOR INFORMATION ("RFI") - An RFI is a written request prepared by the Contractor asking the Owner to provide additional information necessary to clarify an item which the Contractor feels is not clearly shown or called for in the drawings or specifications, or to address problems which have arisen under field conditions. The RFI shall reference all the applicable Contract Documents including specification section, detail, page numbers, drawing numbers, and sheet numbers, etc. The Contractor shall make suggestions and/or interpretations of the issue raised by the RFI. An RFI cannot modify the Contract Sum, Contract Time, or the Contract Documents. The Owner and Contractor agree that an adequate time period for the Architect to respond to an RFI is generally fourteen (14) calendar days after the Architect's receipt of an RFI, unless the Owner and Contractor agree otherwise in writing. However, in all cases, the Architect shall take such time, whether more or less than 14 days, as is necessary in the Architect's professional judgment to permit adequate review and evaluation of the RFI. If Contractor informs the Architect that it needs a response to an RFI expedited to avoid delay to the critical path, the Architect shall provide a response as quickly as reasonably possible. The Contractor shall be invoiced by the Owner for any costs incurred for professional services, which shall be withheld from progress payments or retention, if an RFI requests an interpretation or decision of a matter where the information sought is equally available to the party making such request.

7.5 REQUEST FOR PROPOSAL ("RFP") - An RFP is a written request prepared by the Architect asking the Contractor to submit to the Owner and the Architect an estimate of the effect of a proposed change on the Contract Sum and the Contract Time. An RFP shall contain adequate information, including any necessary drawings and specifications, to enable Contractor to provide the cost breakdowns required by section 7.7. The Contractor shall not be entitled to any Additional Compensation for preparing a response to an RFP, whether ultimately accepted or not.

7.6 CHANGE ORDER REQUEST ("COR") - A COR is a written request prepared by the Contractor asking the Owner and the Architect to incorporate a proposed change called for in an RFP or a notice of claim into a CO. A COR shall include breakdowns to validate any change in Contract Sum due to proposed change or claim. A COR shall also include any additional time required to Complete the Project. Any additional time requested shall not be the number of days to make the proposed change, but must be based upon the impact to the Project Schedule as defined in section 3.9 and Division 1 of the Specifications.

7.7 COST OF CHANGE ORDERS

7.7.1 Scope. Within ten (10) days or such lesser period of time as may be required by Owner after a request is made for a change that impacts the Contract Sum or the Contract Time, the Contractor shall provide to the Owner and the Architect in writing an estimate of the effect of the proposed CO upon the Contract Sum and the actual cost of construction, which shall include a complete itemized cost breakdown of all labor and material showing actual quantities, hours, unit prices, wage rates, required for the change, and the effect upon the Contract Time of such CO. Changes may be made by Owner by an appropriate written CO, or, at the Owner's option, such changes shall be implemented immediately upon the Contractor's receipt of an appropriate written CCD.

7.7.2 Determination of Cost. The amount of the increase or decrease in the Contract Sum resulting from a CO, if any, shall be determined in one or more of the following ways as applicable to a specific situation: (A) Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation; (B) unit prices stated in the Contractor's original bid, the Contract Documents, or subsequently agreed upon between the Owner and the Contractor; (C) cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or (D) by cost of material and labor and percentage of overhead and profit. Contractor and Subcontractors may mark up their own work by 15% for overhead, bond and insurance premiums, and profit. Contractor may mark up a Subcontractor's total costs by 5%.

7.7.3 Accounting Records. With respect to portions of the Work performed by COs and CCDs on a time-and-materials, unit-cost, or similar basis, the Contractor shall keep and maintain cost-accounting records satisfactory to the Owner, which shall be available to the Owner on the same terms as any other books and records the Contractor is required to maintain under the Contract Documents.

7.7.4 Notice Required. If the Contractor desires an increase in the Contract Sum, or any extension in the Contract Time for Completion, it shall give the Owner and the Architect written notice of the potential change within five (5) days after the occurrence of the event giving rise to the claim, together with detailed estimates of the impact on the Contract Sum and/or the Contract Time. This notice shall be given by the Contractor before proceeding to execute the Work, except in an emergency endangering life or property, in which case the Contractor shall proceed in accordance with paragraph 10.4 hereof. No notice shall be considered unless made in accordance with this Subparagraph; however, the mere presentation of such claim shall not establish the validity of the cause giving rise to such claim, or of the extension of the Contract

Time, and/or the increase in the Contract Sum. Contractor shall proceed to execute the Work even though the adjustment has not been agreed upon. Any change in the Contract Sum or extension of the Contract Time resulting from such claim shall be authorized by a CO.

ARTICLE 8
TIME

8.1 DEFINITIONS

8.1.1 Contract Time. Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Completion of the Work.

8.1.2 Notice to Proceed. The date of commencement of the Work is the date established in the Notice to Proceed. The date shall not be postponed by the failure to act of the Contractor or of persons or entities for which the Contractor is responsible.

8.1.3 Days. The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

8.2 HOURS OF WORK

8.2.1 Sufficient Force. Contractors and Subcontractors shall furnish sufficient forces to ensure the prosecution of the Work in accordance with the Construction Schedule.

8.2.2 Performance during Working Hours. Work shall be performed during regular working hours except that in the event of an emergency or when required to complete the Work in accordance with job progress, work may be performed outside of regular working hours with the advance written consent of the Owner.

8.2.3 Labor Code Application. As provided in Article 3 (commencing at § 1810), Chapter 1, Part 7, Division 2 of the Labor Code, eight (8) hours of labor shall constitute a legal day's work. The time of service of any worker employed at any time by the Contractor or by any Subcontractor on any subcontract under this Contract, upon the work or upon any part of the work contemplated by this Contract, is limited and restricted to eight (8) hours during any one calendar day and forty (40) hours during any one calendar week, except as hereinafter provided. Notwithstanding the provision hereinabove set forth, work performed by employees of Contractors in excess of eight (8) hours per day and forty (40) hours during any one week shall be permitted upon this public work with compensation provided for all hours worked in excess of eight (8) hours per day at not less than one and one-half (1-1/2) times the basic rate of pay.

Contractor or subcontractor shall pay to the Owner a penalty of Twenty-five Dollars ($25.00) for each worker employed in the execution of this Contract by the Contractor, or by any Subcontractor, for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any calendar day and forty (40) hours in any one (1) calendar week,

in violation of the provisions of Article 3 (commencing at § 1810), Chapter 1, Part 7, Division 2 of the Labor Code, unless compensation for the workers so employed by Contractor is not less than one and one-half (1-1/2) times the basic rate of pay for all hours worked in excess of eight (8) hours per day.

8.3 PROGRESS AND COMPLETION - Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement the Contractor confirms that the Contract Time is a reasonable period for performing the Work. The Contractor shall not knowingly, except by agreement or instruction of the Owner, in writing, commence operations on the Site or elsewhere prior to the effective date of insurance required by Article 11 to be furnished by the Contractor. The date of commencement of the Work shall not be changed by the effective date of such insurance. The Contractor shall proceed expeditiously with adequate forces, labor, materials, equipment and management, and shall achieve Completion within the Contract Time.

8.4 EXTENSIONS OF TIME - LIQUIDATED DAMAGES

8.4.1 Excusable Delay. The Contractor shall not be charged for liquidated damages, as set forth in the Agreement, because of any delays in Completion of the Work due to acts of God, acts of public enemy, acts of Government, acts of the Owner or anyone employed by it, acts of another contractor in performance of a contract (other than this Contract) with the Owner, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, delays beyond Contractor's control or delays of subcontractors due to such causes.

8.4.2 Notice by Contractor Required. The Contractor shall within ten (10) calendar days of beginning of any such delay (unless Owner grants in writing a further period of time to file such notice prior to the date of final payment under the Contract) notify the Owner in writing of causes of delay. Owner will then ascertain the facts and extent of the delay and grant an extension of time for Completing the Work when, in its judgment, the findings of fact justify such an extension. The Owner's findings of fact thereon shall be final and conclusive on the parties. Extensions of time shall apply only to that portion of the Work affected by the delay and shall not apply to other portions of the Work not so affected. The sole remedy of Contractor for extensions of time under paragraph 8.4.1 shall be an extension of the Contract Time at no cost to the Owner.

8.4.3 Compensable Delay (Time and Money). Compensable delays are those excusable delays (see above) for which Contractor is also entitled to monetary compensation. To be compensable, an excusable delay must be one for which the Owner is responsible, where the delay was unreasonable under the circumstances involved, and where the delay was not within the contemplation of the parties; ***however***, Contractor shall not be entitled to monetary compensation when (a) Contractor could have reasonably anticipated the delay and avoided or minimized the cost impacts of it, (b) there was a concurrent delay which does not qualify for monetary compensation under this paragraph, (c) the cause of the delay was reasonably unforeseen by the Owner or the delay was caused by factors beyond the control of the Owner; or (d) any other defense available to Owner under law or equity applies. Contractor has the burden

of proving that any delay was excusable and compensable, including an analysis that establishes non-concurrency.

8.4.4 Early Completion. Regardless of the cause therefore, the Contractor may not maintain any Claim or cause of action against the Owner for damages incurred as a result of its failure or inability to complete its Work in a shorter period than established in the Contract Documents.

8.4.5 Liquidated Damages. Failure to Complete the Work within the time and in the manner provided for by the Contract Documents shall subject the Contractor to liquidated damages, as described in the Agreement. For purposes of liquidated damages, the concept of substantial completion shall not constitute Completion and is not part of this agreement.

8.5 GOVERNMENT APPROVALS - Owner shall not be liable for any delays or damages related to the time required to obtain government approvals.

ARTICLE 9
PAYMENTS AND COMPLETION

9.1 CONTRACT SUM - The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

9.2 COST BREAKDOWN - On forms approved by the Owner within ten (10) days of the execution of the Agreement, the Contractor shall furnish a schedule of values and a list of all subcontractors and suppliers. The Owner shall review all submissions received in a timely manner. All submissions must be accepted by the Owner before becoming the basis of any payment.

9.3 APPLICATIONS FOR PAYMENT - On or before the fifth (5th) day of each calendar month during the progress of the portion of the Work for which payment is being requested, the Contractor shall submit to the Owner an itemized Application for Payment for operations completed in accordance with the Schedule of Values through the end of the previous calendar month. As the Contractor is required to order, obtain, and store materials and equipment sufficiently in advance of its Work at no additional cost or advance payment from Owner, to assure that there will be no delays, payment by the Owner for stored material shall be made only in unusual circumstances where the Owner specifically approves the payment in writing. The Contractor warrants that title to all work covered by an Application for Payment will pass to the Owner no later than the time of payment.

9.4 REVIEW OF PROGRESS PAYMENT - The Owner will, within seven (7) days after receipt of the Contractor's Application for Payment, either accept such payment or notify the Contractor in writing of the Owner's reasons for withholding acceptance in whole or in part. The review of the Contractor's Application for Payment by the Owner is based on the Owner's observations at the Site and the data comprising the Application for Payment whether the Work

has progressed to the point indicated and whether, to the best of the Owner's knowledge, information, and belief, the quality of the Work is in accordance with the Contract Documents.

9.5 DECISIONS TO WITHHOLD PAYMENT - The Owner may decide to withhold a progress or retention payment in whole, or in part, to the extent reasonably necessary to protect the Owner. In addition, the Owner may withhold payment, in whole, or in part, to such extent as may be necessary to protect the Owner from loss because of any acts or omissions by Contractor, including any rights to withhold mentioned in the Contract Documents or based on stop payment notices.

9.6 PROGRESS PAYMENTS - Progress payments shall be made in accordance with Public Contract Code sections 7201, 9203, and 20104.50. Owner shall retain five percent (5%) of any approved progress payment, except it may retain more if it makes special findings pursuant to Public Contract Code section 7201.

9.7 COMPLETION OF THE WORK - Upon receipt of the Contractor's request for final inspection, the Owner will make an inspection to determine whether the Work, or designated portion thereof, is Complete. If the Owner's inspection discloses any item which is not completed in accordance with the requirements of the Contract Documents, the Contractor shall, before Owner's issuance of the Notice of Completion, diligently complete or correct such item.

9.8 PARTIAL OCCUPANCY OR USE - Owner may occupy or use any completed or partially completed portion of the Work at any stage without accepting that work and without waiving rights to claim damages as to that work. The Owner and the Contractor shall agree in writing to the responsibilities assigned to each of them for payments, security, maintenance, heat, utilities, damage to the Work, insurance, the period for correction of the Work, and the commencement of warranties required by the Contract Documents.

9.9 ACCEPTANCE, NOTICE OF COMPLETION, AND FINAL PAYMENT - If the Owner's representatives find the Work fully performed under the Contract Documents, they shall so notify Contractor, who shall then submit to the Owner its final application for progress payment. After the Owner's representatives find the Work fully performed, the Owner's governing body should accept the Work as fully Complete. After Completion, the Owner may record a Notice of Completion with the County Recorder in accordance with Civil Code section 8182. Contractor shall, upon receipt of final progress payment from Owner, pay the amounts due Subcontractors. Owner shall pay the retainage pursuant to Public Contract Code section 7107. Any application for final progress payment shall be accompanied by the same details required for monthly progress payments. Acceptance of final progress payment shall constitute a waiver of Claims except for those previously identified in writing and identified by that payee as unsettled at the time of final payment.

9.10 SUBSTITUTION OF SECURITIES - In accordance with section 22300 of the Public Contract Code, the Owner will permit the substitution of securities for any retention monies withheld by the Owner to ensure performance under the Contract. At the request and expense of the Contractor, securities equivalent to the amount withheld shall be deposited with the Owner,

or with a state or federally chartered bank as the escrow agent, who shall then pay such retention monies to the Contractor. Upon Completion of the Contract, the securities shall be returned to the Contractor if Owner has no basis to withhold under the Contract Documents. Securities eligible for investment under this section shall include those listed in Government Code section 16430, bank or savings and loan certificates of deposit, interest-bearing, demand-deposit accounts, standby letters of credit, or any other security mutually agreed to by the Contractor and the Owner. The Contractor shall be the beneficial owner of any securities substituted for monies withheld and shall receive any interest thereon. Any escrow agreement used shall be substantially similar to the form set forth in Public Contract Code section 22300.

ARTICLE 10
PROTECTION OF PERSONS AND PROPERTY

10.1 SAFETY PRECAUTIONS AND PROGRAMS - The Contractor shall have responsibility for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract. Subcontractors have the responsibility for participating in, and enforcing, the safety and loss prevention programs established by the Contractor for the Work, which will cover all Work performed by the Contractor and its Subcontractors. Subcontractors shall promptly report in writing and by phone to the Contractor all accidents whatsoever arising out of, or in connection with, the performance of the Work, whether on or off the Site, which caused death, personal injury, or property damage, giving full details and statements of witnesses. The Contractor will provide and maintain at the Site first-aid supplies for minor injuries.

10.2 SAFETY OF PERSONS AND PROPERTY - The Contractor shall take reasonable precautions for the safety of, and shall provide reasonable protection to prevent damage, injury, or loss to: (A) Employees on the Work and other persons who may be affected thereby; (B) the Work, material, and equipment to be incorporated therein, whether in storage on or off the Site, under the care, custody, or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; and (C) other property at the Site or adjacent thereto such as trees, shrubs, lawns, walks, pavement, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction. The Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations, and lawful orders of public authorities bearing on the safety of persons or property or their protection from damage, injury, or loss.

The Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations, and notifying owners and users of adjacent Sites and utilities.

When use or storage of explosives, other hazardous materials or equipment, or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel. The Contractor shall notify the Owner any time that explosives or hazardous materials are expected to be stored on Site. Location of storage shall be coordinated with the Owner and local fire authorities.

At its own expense, Contractor shall comply with all fingerprinting requirements under law and Contract, including but not limited to the requirements of Education Code section 45125.2 and the Independent Contractor Student Contact Form which is part of the Contract. Contractor shall hold harmless, defend and indemnify the Owner under section 3.15 of these General Conditions, for any costs, including attorneys' fees, Owner incurs from Contractor's failure to comply.

10.3 PROTECTION OF WORK AND PROPERTY - The Contractor and Subcontractors shall continuously protect the Work, the Owner's property, and the property of others, from damage, injury, or loss until the earlier of formal acceptance of the Work or Completion of the Work. The Contractor and Subcontractors shall make good any such damage, injury, or loss, except such as may be solely due to, or caused by, agents or employees of the Owner.

The Contractor and the Subcontractors shall use only those ingress and egress routes designated by the Owner, observe the boundaries of the Site designated by the Owner, park only in those areas designated by the Owner, which areas may be on or off the Site, and comply with any parking control program established by the Owner such as furnishing license plate information and placing identifying stickers on vehicles.

10.4 EMERGENCIES - In an emergency affecting the safety of persons or property, the Contractor shall take any action necessary, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 7. The Contractor shall promptly report in writing to the Owner all accidents arising out of or in connection with the Work, which caused death, personal injury, or property damage, giving full details and statements of any witnesses. In addition, if death, serious personal injuries, or serious property damages are caused, the accident shall be reported immediately by telephone or messenger to the Owner.

10.5 HAZARDOUS MATERIALS - In the event the Contractor encounters or suspects the presence on the Site material reasonably believed to be asbestos, polychlorinated biphenyl (PCB), or any other material defined as being hazardous by section 25249.5 of the California Health and Safety Code, which (a) has not been rendered harmless, and (b) the handling or removal of which is not within the scope of the Work, the Contractor shall immediately stop work in the area affected and report the condition to the Owner and the Architect in writing, whether such material was generated by the Contractor, another contractor or the Owner.

ARTICLE 11
INSURANCE AND BONDS

11.1. CONTRACTOR'S LIABILITY INSURANCE

11.1.1 Liability Insurance Requirements. By the earlier of the deadline set forth in the Instructions to Bidders or the commencement of the Work and within limits acceptable to the Owner, the Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in California as admitted carriers with a financial rating of at least A+,

Class XII status as rated in the most recent edition of Best's Insurance Reports such commercial general liability insurance per occurrence for bodily injury, personal injury and property damage as set forth in the Agreement and automobile liability insurance per accident for bodily injury and property damage combined single limit as set forth in the Agreement, as will protect the Contractor from claims, which may arise out of or result from the Contractor's operations under the Contract and for which the Contractor may be legally liable, whether such operations are by the Contractor, by a Subcontractor, by Sub-subcontractor, by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. This insurance shall be subject to the approval of Owner, and Owner's approval shall not be unreasonably withheld. The Contractor shall require its Subcontractors and any Sub-subcontractors to take out and maintain similar public liability insurance and property damage insurance in like amounts.

Owner may partially or fully occupy and/or use the Project before acceptance of the entire Project by the Owner. All of contractor's required insurance must allow such occupancy and/or use without prior consent from insurer.

11.1.2 Additional Insured Endorsement Requirements. The Contractor shall name, on any policy of insurance, the Owner and the Architect as additional insureds.

11.1.3 Workers' Compensation Insurance. During the term of this Contract, the Contractor shall provide workers' compensation insurance for all of the Contractor's employees engaged in Work under this Contract on or at the Site and, in case any of the Contractor's Work is sublet, the Contractor shall require the Subcontractor to provide workers' compensation insurance for all the Subcontractor's employees engaged in Work under the subcontract.

11.1.4 Builder's Risk / "All Risk" Insurance. Unless provided by the Owner at Owner's sole discretion, Contractor, during the progress of the Work and until final acceptance of the Work by Owner upon Completion of the entire Contract, shall maintain Builder's Risk/Course-of-Construction insurance, or Installation Floater, issued on a completed value basis on all insurable Work included under the Contract Documents. This insurance shall be subject to the approval of Owner, and Owner's approval shall not be unreasonably withheld. This insurance shall insure against all risks, including but not limited to the following perils: vandalism, theft, malicious mischief, fire, sprinkler leakage, civil authority, sonic boom, explosion, collapse, flood, earthquake (for projects not solely funded through revenue bonds, limited to earthquakes equivalent to or under 3.5 on the Richter Scale in magnitude), wind, hail, lightning, smoke, riot or civil commotion, debris removal (including demolition) and reasonable compensation for the Architect's services and expenses required as a result of such insured loss. This insurance shall provide coverage in an amount not less than the full cost to repair, replace or reconstruct the Work. Such insurance shall include the Owner, the Architect, and any other person or entity with an insurable interest in the Work as an additional named insured.

11.1.5 Fire Insurance. Before the commencement of the Work, the Contractor shall procure, maintain, and cause to be maintained at the Contractor's expense, fire insurance on all Work included under the Contract Documents, insuring the full replacement value of such Work as well as the cost of any removal and demolition necessary to replace or repair all Work

damaged by fire. The amount of fire insurance shall be subject to approval by the Owner and shall be sufficient to protect the Work against loss or damage in full until the Work is accepted by the Owner. Should the Work being constructed be damaged by fire or other causes during construction, it shall be replaced in accordance with the requirements of the drawings and specifications without additional expense to the Owner.

11.1.6 Other Insurance. The Contractor shall provide all other insurance required to be maintained under applicable laws, ordinances, rules, and regulations. Such insurance shall be subject to the approval of Owner, and Owner's approval shall not be unreasonably withheld.

11.1.7 Proof of Carriage of Insurance. The Contractor shall not commence Work nor shall it allow any Subcontractor to commence Work under this Contract until all required insurance, certificates, and an Additional Insured Endorsement and Declarations Page have been obtained and delivered in duplicate to the Owner for approval, and such approval shall not be unreasonably withheld.

11.1.8 Compliance. In the event of the failure of any contractor to furnish and maintain any insurance required by this Article, the Contractor shall be in default under the Contract.

11.2 PERFORMANCE AND PAYMENT BONDS - Unless otherwise specified in the Contract Documents, prior to commencing any portion of the Work, the Contractor shall apply for and furnish Owner separate payment and performance bonds for its portion of the Work which shall cover 100% faithful performance of and payment of all obligations arising under the Contract Documents and/or guaranteeing the payment in full of all claims for labor performed and materials supplied for the Work. Only bonds executed by admitted Surety insurers as defined in Code of Civil Procedure section 995.120 shall be accepted. The surety insurers must, unless otherwise agreed to by Owner in writing, at the time of issuance of the bonds, have a rating not lower than "A-" as rated by A.M. Best Company, Inc. or other independent rating companies. Owner reserves the right to approve or reject the surety insurers selected by Contractor and to require Contractor to obtain bonds from surety insurers satisfactory to the Owner.

ARTICLE 12
UNCOVERING AND CORRECTION OF WORK

12.1 UNCOVERING OF WORK - If a portion of the Work is covered contrary to the Owner's request or to requirements specifically expressed in the Contract Documents, Contractor must, if required in writing by the Owner, uncover it for the Owner's observation and replace the removed work at the Contractor's expense without change in the Contract Sum or Time.

12.2 CORRECTION OF WORK; WARRANTY - The Contractor shall promptly correct the Work rejected by the Owner for failing to conform to the requirements of the Contract Documents, until the statutes of limitation (or repose) and all warranties have run, as applicable, and whether or not fabricated, installed or completed. The Contractor shall bear costs of correcting the rejected Work, including additional testing, inspections, and compensation for the Owner's expenses and costs incurred.

If, within one (1) year after Completion of the Work or within a longer time period for an applicable special warranty or guarantee required by the Contract Documents, any of the Work does not comply with the Contract Documents, the Contractor shall correct it after receipt of Owner's written notice to do so, unless the Owner has previously waived in writing such right to demand correction. Contractor shall correct the Work promptly, and passage of the applicable warranty period shall not release Contractor from its obligation to correct the Work if Owner provided the written notice within the applicable warranty period. Contractor's obligation to correct the warranty item continues until the correction is made. After the correction is made to Owner's satisfaction, a new warranty period of the same length as the original warranty period shall run on the corrected work. The obligations under this paragraph 12.2 shall survive acceptance of the Work under the Contract and termination of the Contract.

The Contractor shall remove from the Site portions of the Work which are not in accordance with the requirements of the Contract Documents and are not corrected by the Contractor or accepted by the Owner. If the Contractor fails to correct nonconforming Work within a reasonable time, the Owner may correct it in accordance with paragraph 2.4. The Contractor shall bear the cost of correcting destroyed or damaged construction of the Owner or separate contractors, whether completed or partially completed, caused by the Contractor's correction or removal of the nonconforming Work. Nothing in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations which the Contractor might have under the Contract Documents.

DURING THE INITIAL WARRANTY PERIOD, THE WARRANTY AND REMEDIES SET FORTH IN THIS SECTION ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES OR REMEDIES, WHETHER IN CONTRACT OR IN NEGLIGENCE, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL EITHER PARTYBE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL (INCLUDING WITHOUT LIMITATION LOST PROFITS), OR PUNITIVE DAMAGES. NO REPRESENTATION OR WARRANTY OF MERCHANTABILITY OR FITNESS OF PURPOSE IS MADE REGARDING PREVENTION BY THE SCOPE OF SERVICES OR ANY COMPONENT THEREOF, OF MOLD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR ANY OTHER CONTAMINATES. CONTRACTOR SPECIFICALLY DISCLAIMS ANY LIABILITY IF THE SCOPE OF SERVICES OR ANY COMPONENT THEREOF IS USED TO PREVENT OR INHIBIT THE GROWTH OF SUCH MATERIALS.

ARTICLE 13
MISCELLANEOUS PROVISIONS

13.1 GOVERNING LAW - The Contract shall be governed by the law of the place where the Project is located.

13.2 SUCCESSORS AND ASSIGNS - Owner shall, at Contractor's cost, timely notify Contractor of Owner's receipt of any third party claims relating to the Contract.

13.3 RIGHTS AND REMEDIES; NO WAIVER - Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law. No action or failure to act by the Inspector of Record, the Owner, or the Architect shall constitute a waiver of a right or duty afforded them under the Contract Documents, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed to in a written amendment to the Contract.

13.4 TESTS AND INSPECTIONS - Tests, inspections, and approvals of portions of the Work required by the Contract Documents will comply with Title 24, and with all other laws, ordinances, rules, regulations, or orders of public authorities having jurisdiction.

13.4.1 Independent Testing Laboratory. The Owner will select and pay an independent testing laboratory to conduct all tests and inspections, including shipping or transportation costs or expenses (mileage and hours). Selection of the materials required to be tested shall be made by the laboratory or the Owner's representative and not by the Contractor. However, if Contractor requests that the Owner use a different testing laboratory and Owner chooses to approve such request, Contractor shall pay any additional shipping or transportation costs or expenses (mileage and hours). If Owner pays such additional costs or expenses instead of Contractor, then Owner may invoice such costs or expenses to the Contractor or withhold such costs or expenses from progress payments and/or retention.

13.4.2 Advance Notice to Inspector of Record. The Contractor shall notify the Inspector of Re-cord a sufficient time in advance of its readiness for required observation or inspection so that the Inspector of Record may arrange for same. The Contractor shall notify the Inspector of Record a sufficient time in advance of the manufacture of material to be supplied under the Contract Documents which must, by terms of the Contract Documents, be tested in order that the Inspector of Record may arrange for the testing of the material at the source of supply.

13.4.3 Testing Off-Site. Any material shipped by the Contractor from the source of supply, prior to having satisfactorily passed such testing and inspection or prior to the receipt of notice from said Inspector of Record that such testing and inspection will not be required, shall not be incorporated in the Work.

13.4.4 Additional Testing or Inspection. If the Inspector of Record, the Architect, the Owner, or public authority having jurisdiction determines that portions of the Work require additional testing, inspection, or approval not included under section 13.4, the Inspector of Record will, upon written authorization from the Owner, make arrangements for such additional testing, inspection, or approval. The Owner shall bear such costs except as provided in section 13.4.5.

13.4.5 Costs for Retesting. If such procedures for testing, inspection, or approval under sections 13.4, 13.4.1, 13.4.2 and 13.4.4 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, the Contractor shall bear all

costs arising from such failure, including those of re-testing, re-inspection, or re-approval, including, but not limited to, compensation for the Architect's services and expenses. Any such costs shall be paid by the Owner, invoiced to the Contractor, and, among other remedies, can be withheld from progress payments and/or retention.

13.4.6 Costs for Premature Test. In the event the Contractor requests any test or inspection for the Project and is not completely ready for the inspection, the Contractor shall be invoiced by the Owner for all costs and expenses resulting from that testing or inspection, including, but not limited to, the Architect's fees and expenses, and the amount of the invoice can among other remedies, be withheld from progress payments and/or retention.

13.4.7 Tests or Inspections not to Delay Work. Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

13.5 TRENCH EXCAVATION - Pursuant to Labor Code section 6705, if the Contract Sum exceeds $25,000 and involves the excavation of any trench or trenches five (5) feet or more in depth, the Contractor shall, in advance of excavation, submit to the Owner or a registered civil or structural engineer employed by the Owner a detailed plan showing the design of shoring for protection from the hazard of caving ground during the excavation of such trench or trenches. If such plan varies from the Shoring System Standards established by the Construction Safety Orders, the plan shall be prepared by a registered civil or structural engineer, but in no case shall such plan be less effective than that required by the Construction Safety Orders. No excavation of such trench or trenches shall be commenced until said plan has been accepted by the Owner or by the person to whom authority to accept has been delegated by the Owner. Pursuant to Labor Code section 6705, nothing in this Article shall impose tort liability upon the Owner or any of its employees.

13.6 DEBARMENT - Pursuant to Public Contract Code section 6109, no contractor or subcontractor may perform work on a public works project if ineligible to perform work on the project pursuant to section 1777.1 of the Labor Code.

13.7 ASSIGNMENT OF ANTITRUST CLAIMS - Pursuant to Public Contract Code section 7103.5 and Government Code section 4552, in entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the Contractor or Subcontractor offers and agrees to assign to the Owner all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act, (15 U.S.C. § 15) or under the Cartwright Act (Chapter 2 [commencing with § 16700] of Part 2 of Division 7 of the Bus. & Prof. Code), arising from the purchase of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final progress payment to the Contractor, without further acknowledgment by the parties.

13.8 AUDIT - Contractor's Contract books, records and files shall be subject to audit and examination under Government Code section 8546.7 and any amendments thereto.

13.9 STORM WATER DISCHARGE PERMIT - If applicable, the Contractor shall file a Notice of Intent to comply with the terms of the general permit to discharge storm water associated with construction activity (WQ Order No. 920-08-DWQ) prior to the start of any construction activity.

ARTICLE 14
TERMINATION OR SUSPENSION OF THE CONTRACT

14.1 TERMINATION BY THE CONTRACTOR FOR CAUSE - Contractor may not terminate for convenience. Contractor may only terminate for cause if the Work is stopped by others for a period of one hundred eighty (180) consecutive days through no act or fault of the Contractor, a Subcontractor of any tier, their agents or employees, or any other persons performing portions of the Work for whom the Contractor is contractually responsible, **and** the Work was stopped by others for one of the following reasons: (A) Issuance of an order of a court or other public authority having jurisdiction which requires Owner to stop all Work; or (B) an act of government, such as a declaration of national emergency, making material unavailable which requires Owner to stop all Work. If such grounds exist, the Contractor may serve written notice of such grounds on Owner and demand a meet-and-confer conference to negotiate a resolution in good faith within twenty (20) days of Owner's receipt of such notice. If such conference does not lead to resolution and the grounds for termination still exist, Contractor may terminate the Contract and recover from the Owner payment for Work executed and for reasonable verified costs with respect to materials, equipment, tools, construction equipment, and machinery, including reasonable overhead, profit, and damages for the Work executed, but excluding overhead (field and home office) and profit for (i) Work not performed and (ii) the period of time that the Work was stopped.

14.2 TERMINATION BY THE OWNER FOR CAUSE

14.2.1 Grounds for Termination. The Owner may terminate the Contract if the Contractor:

A. Refuses or fails to supply enough properly skilled workers or proper materials, or refuses or fails to take steps to adequately prosecute the Work toward Completion within the Contract Time;

B. Fails to make payment to Subcontractors for materials or labor in accordance with Public Contract Code section 10262 or Business and Professions Code section 7108.5, as applicable;

C. Violates Labor Code section1771.1(a), subject to the provisions of Labor Code section 1771.1(f);

D. Disregards laws, ordinances, rules, regulations, or orders of a public authority having jurisdiction; or

E. Otherwise is in breach of the Contract Documents.

14.2.2 Notification of Termination. When any of the above reasons exist, the Owner may, without prejudice to any other rights or remedies of the Owner, give notice to Contractor of the grounds for termination and demand cure of the grounds within seven (7) days (a "Notice of Intent to Terminate"). If Contractor fails to either (a) completely cure the grounds for termination within seven (7) days or (b) reasonably commence cure of the grounds for termination within seven (7) days and reasonably continue to cure the grounds for termination until such cure is complete, then Owner may terminate the Contract effective immediately upon service of written Notice of Termination and may, subject to any prior rights of Contractor's surety on the performance bond ("Surety"):

A. Take possession of the Site and of all material, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;

B. Accept assignment of subcontracts pursuant to section 5.4; and

C. Complete the Work by whatever reasonable method the Owner may deem expedient.

14.2.3 Payments Withheld. If the Owner terminates the Contract for one of the reasons stated in section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is Complete.

14.2.4 Payments upon Completion. If the unpaid balance of the Contract Sum exceeds costs of Completing the Work, including compensation for professional services and expenses made necessary thereby, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the Owner. This payment obligation shall survive Completion of the Contract.

14.2.5 Inclusion of Termination for Convenience. Any purported termination by Owner for cause under this section 14.2, which is revoked or determined to not have been for cause, shall be deemed to have been a termination for convenience effective as of the same date as the purported termination for cause.

14.3 SUSPENSION OR TERMINATION BY THE OWNER FOR CONVENIENCE

14.3.1 Suspension by Owner. The Owner may, without cause, order the Contractor in writing to suspend, delay, or interrupt the Work in whole or in part for such period of time as the Owner may determine.

14.3.1.1 Adjustments. An adjustment shall be made for increases in the cost of performance of the Contract, including profit on the increased cost of performance caused by suspension, delay, or interruption. No adjustment shall be made to the extent:

A. That performance is, was or would have been so suspended, delayed, or interrupted by another cause for which the Contractor is responsible; or

B. That an equitable adjustment is made or denied under another provision of this Contract.

14.3.1.2 Adjustments for Fixed Cost. Adjustments made in the cost of performance may have a mutually agreed fixed or percentage fee.

14.3.2 Termination by the Owner for Convenience.

14.3.2.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

14.3.2.2 Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall:

1. Cease operations as directed by the Owner in the notice;

2. Take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and

3. Except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

14.3.2.3 In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination.

14.4 NOT A WAIVER - Any suspension or termination by Owner for convenience or cause under this Article 14 shall not act as a waiver of any claims by Owner against Contractor or others for damages based on breach of contract, negligence or other grounds.

14.5 MUTUAL TERMINATION FOR CONVENIENCE - The Contractor and the Owner may mutually agree in writing to terminate this Contract for convenience. The Contractor shall receive payment for all Work performed to the date of termination in accordance with the provisions of Article 9.

14.6 EARLY TERMINATION - Notwithstanding any provision herein to the contrary, if for any fiscal year of this Contract the governing body of the Owner fails to appropriate or allocate funds for future periodic payments under the Contract after exercising reasonable efforts to do so, the Owner may upon thirty (30) days' notice, order work on the Project to cease. The Owner will remain obligated to pay for the work already performed but shall not be obligated to pay the balance remaining unpaid beyond the fiscal period for which funds have been appropriated or allocated and for which the work has not been done.

EXHIBIT C
Description of Premises

The Premises are described as follows:

1. Carlin C. Coppin Elementary
2. Creekside Oaks Elementary
3. First Street
4. Glen Edwards Middle School
5. Lincoln HS

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EXHIBIT D.1
Certificate of Substantial Completion

Certificate of Substantial Completion

{Customer & project name}
Trane Project No.:
Date Certificate Submitted to Customer:

The Services performed pursuant to the Turnkey Agreement ("Agreement"), by and between Trane U.S. Inc. ("Trane"), and ("Customer"), dated as of , have been inspected by Customer, have been determined to be substantially complete and Customer accepts the same in accordance with the terms of the Agreement.

The Date of Substantial Completion is:

Punch list items are listed on the attached, together with the date such items are to be completed.

The Warranty Period, pursuant to Article 6 of the Agreement, commences as of the date of Substantial Completion or the earlier dates stated below with respect to the following corresponding equipment or work:

Services: Description of Equipment or Work	Warranty Commencement Date

Trane U.S. Inc.

By: _____
(Signature)

_____
(Printed Name)

Title: _____

Date: _____

_____
(Customer)

By: _____
(Signature)

_____
(Printed Name)

Title: _____

Date: _____

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EXHIBIT D.2
Certificate of Final Completion

Certificate of Final Completion and Acceptance

{Customer & project name}
Trane Project No.:
Date Certificate Submitted to Customer:

The Services performed pursuant to the Turnkey Agreement (the "Agreement"), by and between ("Customer") and Trane U.S. Inc., dated as of , has been inspected by the undersigned Customer and have been determined to be finally complete.

The Date of Final Completion and Acceptance is hereby established as the earlier of (i) the date Customer executes this Certificate, as noted below, or (ii) fourteen (14) calendar days after the date noted above as the date this Certificate is submitted to Customer.

Trane U.S. Inc.

By: _____
(Signature)

_____
(Printed Name)

Title: _____

Date: _____

_____
(Customer)

By: _____
(Signature)

_____
(Printed Name)

Title: _____

Date: _____

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WESTERN PLACER

UNIFIED SCHOOL DISTRICT

REQUEST FOR PROPOSALS ("RFP")

FOR

ENERGY EFFICIENCY PROJECT IMPLEMENTATION

Request for Proposals Issued: December 7, 2017
Mandatory Meeting/Site Walk Through: December 11, 2017 @ 9:00 AM PT at:
Western Placer Unified School District – District Office
600 Sixth Street, Suite 400, Lincoln, CA 95648

Response Packages due to:
Western Placer Unified School District
600 Sixth Street, Suite 400, Lincoln CA 95648
December 21 @ 3:00 PM PT

Contact Person: **Stan Brandl**
Email: sbrandl@wpusd.k12.ca.us

EXECUTIVE SUMMARY

A. District Objectives

Owner	Western Placer Unified School District
Scope of Project	Prop. 39 Energy Efficiency Project - HVAC- Packaged/Split System AC/Heat Pump/VRF
Sites	Carlin C. Coppin Elementary, Creekside Oaks Elementary, First Street Elementary, Glen Edwards Middle, Lincoln High

B. Project Financing: The costs for the Contractor's services and the implementation of the project will be paid through the District's general funds and reimbursed by the Prop 39 funds & utility incentives.

C. Project Milestones

Project Milestone	Estimated Date
RFP Released	December 7, 2017
Mandatory Meeting / Site Walk-Through	December 11, 2017 9:00 AM PT
Final Day to Submit Questions To WPUSD	December 11, 2017
Response Packages Due To WPUSD	December 21, 2017 3:00 PM PT
Shortlist Interviews (at District discretion)	January 2, 2018
Contractor Selection & Recommendation to District Board	January 16, 2018
Notice to Proceed	January 17, 2018
Final Completion	July 1, 2018

D. RFP Documents

- RFP Response Forms and Questionnaire
- Non-Collusion Declaration
- Drug-Free Workplace Certification
- Worker's Compensation Certification
- Fingerprinting Notice
- Energy Services Implementation Contract
- General Conditions for Energy Contract

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1.0 INTRODUCTION

The Western Placer Unified School District ("District") is seeking proposals from qualified Contractors ("Respondents") to design, scope, and install Prop. 39 Energy Efficiency Project - HVAC- Packaged/Split System AC/Heat Pump/VRF (together defined as "Project Installations") at Carlin C. Coppin Elementary School , Creekside Oaks Elementary, First Street Elementary, Glen Edwards Middle, Lincoln High school sites.

The Request for Proposals ("RFP") describes the Project, scope of project, selection process, and minimum information that must be included in the proposal.

This RFP is issued pursuant to authorization by the District's Board of Trustees and the Agreement will be awarded in accordance with Government Code section 4217.12. However, until and unless the District's Board of Trustees awards and approves a contract with the successful Respondent ("Contractor") and such contracts have been fully executed, no contract exists and is binding upon the District.

THE DISTRICT RESERVES THE RIGHT TO AWARD A CONTRACT TO ONE OR MORE RESPONDENTS FOR WORK ON ALL OR A PORTION OF THE SITE(S), POSSIBLY RESULTING IN MULTIPLE CONTRACTORS, EACH FOR ONE, SEVERAL, OR ALL OF THE SITE(S). THE DISTRICT FURTHER RESERVES THE RIGHT, BEFORE THE AWARD OF A CONTRACT, TO REVISE THE SCOPE OF WORK, AND MAY REQUEST ADJUSTED PRICING FROM ANY CONTRACTOR IF ANY SUCH CHANGE IN SCOPE OCCURS. THE DISTRICT ADDITIONALLY RESERVES THE RIGHT TO SELECT NO RESPONDENT AND REJECT ALL PROPOSALS.

2.0 PROJECT MANAGEMENT

Respondents must be experienced in designing and executing Project installations similar in scope, scale, and complexity to those described in this RFP. Respondents must use contractors licensed in the State of California that possess the skills and experience necessary to perform all work with minimum supervision and Project management support from the District and its consultants.

3.0 SCOPE OF PROJECT

District is seeking design and installation of [HVAC- Packaged/Split System AC/Heat Pump/VRF units as set out in its completed Energy Expenditure Plan. If District contracts project financing through the selected Contractor, financing shall be structured so that costs are paid by the utility cost savings and/or Proposition 39 funding associated with the energy conservation program. The District will choose the amount financed, if any.

Upon selection, the Contractor shall utilize the results of the District's Prop 39 Energy Expenditure Plan to design, scope, and install the interior and exterior lighting replacements and retrofits and other energy conservation and efficiency measures set out in the Energy Expenditure Plan. A copy of the District's completed and approved Energy Expenditure Plan is included in the RFP packet

All equipment provided by the Contractor for this Project shall have a history of successful operating experience in similar installations and shall be in new, unused condition. This equipment shall be current technology with readily available non-proprietary replacement parts. All equipment used for this Project shall be approved by the District prior to installation.

Contractor's duties shall include but may not be limited to the following:

- Prepare construction documents where necessary
- If necessary, hire design professionals to create plans and specifications for DSA approval
- Ensure compliance with governing codes and standards including, but not limited, to Title 24 Standards and the California Building Code
- Ensure compliance with CEC Loan Agreement, if any, for all relevant installations
- Ensure District participation and feedback in scoping process
- Provide a schedule for completion of Project
- Prepare a plan for ongoing equipment maintenance and system upgrade, if requested
- Assist District in securing all relevant rebates including rebates from programs such as the Proposition 39 program
- Ensure delivery of all materials and equipment to Site(s)
- Construct/Install Project
- Manage all sub-contractors
- Meet regularly to update District representatives as to Project progress
- Obtain and maintain all licenses, permits, and authorizations as needed for the Project
- Commission Project; provide training on equipment/systems if requested
- Provide assistance with DSA close-out, if required

4.0 SUBMITTAL FORMAT AND CONTENT

1. **Response Format and Detail.** The District is seeking responses to this RFP that are organized, comprehensive and tailored to this RFP using the RFP Response Form and Questionnaire. The District may choose to interview Respondents who respond to this RFP to ask for additional information.

2. **Submittal Context.**

A. **Costs:** All costs associated with the preparation and/or delivery of an RFP Response Package in response to this RFP are solely the responsibility of the Respondent. The District will in no way compensate or reimburse Respondents for any costs associated with the preparation and/or delivery of an RFP Response Package.

B. **District Rights:** The District reserves the right to reject or accept any and all proposals for any reason, to withhold consideration of incomplete responses, to waive informalities or minor irregularities, or request additional information from any Respondent at its discretion. The District reserves the right to terminate the solicitation and/or evaluation process, and to cancel the award of the Contract before the full execution of the Contract with the successful Respondent.

Acceptance of a proposal does not create a contract and does not obligate the District to take any further action. The District reserves the right to direct the Contractor to install systems of different quantities than those proposed by Contractor, to reject any or all responses without penalty, and to act in the District's best interests as required, in the District's sole discretion.

C. **Legal Requirements:** Contractor shall comply with all applicable laws, including but not limited to those provisions of law identified in the attached Construction Agreement, and the following:

- **Licensing.** Contractor shall either (a) employ the services of or (b) shall be, a licensed contractor pursuant to the Business and Professions Code and shall be licensed in the appropriate classification(s) of contractor's license(s), for the Project, and must maintain the license(s) throughout the duration of the Project. By submitting a proposal, Respondents certify that they are authorized to do business in the State of California and attest that they are in good tax standing with the California Franchise Tax Board. Contractor shall obtain and maintain the required licenses, permits and all other appropriate legal authorizations for all applicable federal, state and local jurisdictions and pay all applicable fees associated therewith. Contractor shall immediately notify the District in writing of any change in its licensing status during the term of its agreement with the District.

- **Conflict of Interest.** Respondents shall execute the Non-Collusion Declaration.

D. **Public Record:** All proposals and attachments submitted to District in response to this RFP shall remain the property of the District and may be subject to disclosure under the California Public Records Act.

E. **Response Withdrawal:** Any Respondent who has submitted an RFP Response Package shall not, after the RFP Response Deadline in the Executive Summary of this RFP, withdraw or cancel its RFP response for at least **90 days** thereafter.

3. **Submitting a Response.**

A. **RFP Response Package.** One original of each Respondent's RFP Response Package as instructed in the RFP Response Form and Questionnaire and shall be submitted to the District at the address listed in Section 8.0, before the RFP Response Deadline listed on the cover page. In addition, an electronic copy of the RFP Response Package must be submitted via email in zipped format, file transfer protocol, or cloud-based file sharing solutions to the District by way of the Contact Person information listed in Section 8.0. Respondents shall include a Table of Contents with the RFP Response Package, clearly label each section, and separate with tabs. In the electronic copy, each section shall be in separate folders with a Table of Contents document at the base folder level that lists the folder and file names. Where indicated, Respondents shall populate each template consistent with the format of the template and return in native format.

4. **Contracting; Contract Award Protest.**

A. **Contract Parties.** The District intends to execute the Construction Agreement in the attached forms (the "Contract"). All Respondents shall submit a completed version of the Contract along with RFP Response Package. Respondents may not alter or make substantive changes to the Contract.

B. **Contract Award Protest.** A Respondent may protest a Contract award if the Respondent believes that the award was inconsistent with District policy or that this RFP was not in compliance with the law. A protest must be filed in writing with the District within five (5) working days after receipt of notification of the Contract award. The Respondent shall submit all documents supporting or justifying the protest. A Respondent's failure to timely file a protest shall constitute a waiver of its right to protest the award of the Contract. Any Respondent submitting a Proposal may file a protest of the District's intent to award the Contract provided that each and all of the following conditions are met:

(1) The protest must be submitted in writing to the District (e-mail is not acceptable), before 2 p.m. of the fifth business day following notification of the proposed Contract award.

(2) The initial protest document must contain a complete statement of any and all basis for the protest, including without limitation all facts, supporting documentation, legal authorities, and argument in support of the grounds for the protest; any matters not set forth in the written protest shall be deemed waived.

(3) All factual contentions must be supported by competent, admissible, and creditable evidence.

(4) The protest must refer to the specific portions of all documents which form the basis for the protest.

(5) The protest must include the name, address, email, and telephone number of the person representing the protesting party.

Any protest not conforming to the preceding shall be rejected by the District as invalid. Provided that a protest is filed in strict conformity with the foregoing, the District shall review and evaluate

the basis of the protest. The District shall provide the Respondent submitting the protest with a written statement concurring with or denying the protest. The District's Board of Trustees will render a final determination and disposition of a protest by taking action to adopt, modify or reject the disposition of a Contract award. Action by the District's Board of Trustees relative to a Contract award shall be final and not subject to appeal or reconsideration. The action by the District's Board of Trustees to adopt, modify or reject the disposition of the Contract award reflected in such written statement shall be an express condition precedent to the institution of any legal or equitable proceedings relative to the Proposal process, the District's intent to award the Contract, the District's Board of Trustees' disposition of any protest, or the District's decision to reject all proposals. The procedure and time limits set forth in this paragraph are mandatory and are the Respondent's sole and exclusive remedy in the event of protest. Failure to comply with these procedures shall constitute a waiver of any right to further pursue the protest, including filing a Government Code claim or legal proceedings.

5.0 SUBMITTAL EVALUATION CRITERIA

The District will evaluate the responses from Respondents based on the following criteria:

A. Clarity and Completeness – responses shall be clear, concise, and complete
B. Conformance – to the specified RFP format
C. Suitability – proposal of solutions to meet Project objectives as outlined in Section 3.0 as well as all requirements set forth in Section 4.0; most importantly the ability to deploy resources on time to secure rebates
D. Experience – the comprehensive qualifications and experience of both the Respondent and the proposed team (including use of local subcontractors) in completing projects with similar scope and complexity
E. Financial Wherewithal – general financial strength of the Respondent and ability to uphold all obligations, guarantees, warranties, and promises for the respective stated durations of the Contract
F. Cost –Contract Sum proposal
G. Construction Safety Plan – quality and completeness of safety plan and procedures
H. Project Management and Execution – capabilities and competency in project planning, coordination, execution, cost control, quality control, and completing projects on schedule
I. Insurance – ability of Respondent to meet insurance requirements
J. Corrective Maintenance – capabilities and track record in conducting necessary corrective maintenance in a timely manner
K. Warranties – warranties, quality of proposed equipment, and financial stability of the original equipment manufacturers ("OEM")
L. Client References – performance on previous projects and responsiveness in solving problems
M. Knowledge and understanding of the local environment and a local presence for interfacing with the District
N. Quantity of available in-house professionals

6.0 METHOD OF SELECTION

The District will evaluate Respondents based on their demonstrated competence and on their professional qualifications necessary for the satisfactory performance of the services required, as evident in their responses and/or interviews. The District will negotiate a Contract that is in the best interest of the District, at compensation which the District determines is fair and reasonable. Should the District be unable to negotiate a satisfactory Contract with the Respondent considered to be the most qualified at a price the District deems reasonable, negotiations with that Respondents may be formally terminated. The District may then undertake negotiations with the second most qualified firm for the project. The District reserves the right to waive immaterial irregularities in any RFP submittal.

7.0 GENERAL INFORMATION

Amendments: The District reserves the right to cancel or revise this RFP in part or in its entirety at any point in time during the RFP process. If the District cancels or revises this RFP, all Respondents will be notified by addenda. The District also reserves the right to extend the time allotted for responses.

Compliance: Submittals must be in accordance with all of the requirements set forth within this RFP. Any RFP Response Package not submitted in accordance with the requirements of the RFP may not be considered.

Insurance: Respondents must procure, maintain and provide evidence of insurance as required by the Contract.

Bond: Respondents must procure, maintain and provide evidence of bond capacity and coverage as required by the Contract.

Questions: All questions about the meaning or intent of this RFP shall be submitted electronically to the Contact Person indicated in Section 8.0, by way of the contact information provided. Contact with other District personnel regarding this proposal is **strongly discouraged**. Replies will be issued by addenda and emailed to all parties recorded by the District as having received the RFP documents. Questions received after the Final Day to Submit Questions to District will not be answered. Only questions answered by formal written addenda will be binding.

Payment: The Contractor will be paid on a progress payment basis.

8.0 SPECIAL CONDITIONS

Non-Discrimination: The District does not discriminate on the basis of race, color, national origin, religion, age, ancestry, medical condition, disability, or gender in consideration for an award of contract.

Drug Free Policy and Fingerprinting: The selected Respondents will be subject to the completion of a drug free workplace certificate in addition to the completion of any and all fingerprinting requirements and criminal background checks required by state law.

Prevailing Wages: Respondents are hereby alerted to the prevailing wage requirements of California Labor Code section 1720 et seq., which requires payment of prevailing wages in effect at the time the Contract is signed. The Director of Industrial Relations has determined the general prevailing rate of per diem wages in the locality in which this work is to be performed, copies of which are on file and will be made available to any interested party upon request at the office of the District or online at http://www.dir.ca.gov/dlsr. Respondents shall post these rates at the job site. Respondents shall comply with all applicable Labor Code provisions. Respondents shall indemnify, defend and hold harmless the District against any and all claims, demands, damages, defense costs or liabilities based on failure to adhere to the above referenced statutes.

This Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations in accordance with the provisions of Sections 1725.5, 1771.1, 1771.3, 1771.4, 1771.5, and 1771.7 of the Labor Code. This requirement applies regardless of whether the project will use State funds. Pursuant to Labor Code section 1771.1, for any proposal, a contractor or subcontractor shall not be qualified to bid on, be listed in a proposal (subject to the requirements of Section 4104 of the Public Contract Code), or engage in the performance of any contract for public work, as defined by Division 2, Part 7, Chapter 1 (§§1720 et seq.) of the Labor Code, unless currently registered and qualified to perform public work pursuant to Section 1725.5 of the Labor Code. Contractor shall post all required job site notices pursuant to the Labor Code and related regulations.

For any project where the initial contract is awarded on or after April 1, 2015, or the project was subject to a requirement to furnish records to the CMU pursuant to Title 8 Cal. Code of Regulations §16461 prior to June 20, 2014, and for all projects on or after January 1, 2016, whether new or ongoing, the prime contractor shall submit records, including those specified in Labor Code section 1776, to the Labor Commissioner as required by Sections 1771.4(a)(3), 1771.4(c)(2), and 1776 of the Labor Code. Owner may withhold $100 for each calendar day after ten days from Contractor's receipt of a request to produce payroll records (as described in Labor Code §1776(a)) that Contractor fails to produce such records.

Securities: Respondents are advised that if awarded a Contract they will be permitted, at their request and expense and in accordance with Section 22300 of the California Public Contract Code, to substitute securities equivalent to the retention monies withheld by the District to insure performance under the Contract.

District Findings: Pursuant to Public Contract Code Section 3400(c) the District may make a finding designating certain materials, products, things, or services (the "District Proprietary Specifications") by specific brand or trade name for the statutorily enumerated purposes. In the event of any conflict between the materials, products, things, or services in the District's Proprietary Specifications and the plans and specifications set forth in this RFP, the District's Proprietary Specifications shall prevail.

Limitations: This RFP does not commit the District to award a Contract, to defray any costs incurred in the preparation of an RFP Response Package pursuant to this RFP, or to produce a contract for work. In

any contract entered into by the District and a Respondent, the District shall retain the right to terminate the Contract for inadequate performance or for convenience.

9.0 CONTACT PERSON

Respondents shall direct any questions regarding this RFP via email to:

Stan Brandl, Director of Maintenance & Operations
Western Placer Unified School District
sbrandl@wpusd.k12.ca.us
(916) 434-5000
600 Sixth Street, Suite 400
Lincoln, CA 95648

10.0 RFP TERMS & DEFINITIONS

Contract – Refers to the Construction Agreement.

Contractor – The successful Respondent; the individual or entity with which the District choses to execute a Contract.

Project – All activities at all sites as set forth in this RFP

Respondent – Any individual or entity that provides an RFP Response Package in response to this RFP.

RFP – Refers to this document and all attachments referenced on the Executive Summary page.

RFP Response Package – The set of required documents to be completed and submitted by an individual or entity in response to this RFP.

Scope of Project – The objectives, services, and activities which the Contractor will be expected to fulfill.

RFP Response Forms and Questionnaire

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1. **RFP Response Cover Letter.** Provide a brief cover letter with the RFP Response Package and highlight any omissions or additions to the package. Include any special notes which may help with the review of Respondent's response.

   A. Respondent Qualifications. Business Description - Provide a brief overall business description of Respondent including information on company history, business goals, and expertise.

   B. Organization & Resources

      i. List Respondent's full legal name and, if Respondent is a corporation, the state and date on which Respondent was incorporated. Include California business and Contractor's license information.

      ii. List the names of any of Respondent's DBAs, holding and parent companies, subsidiaries, and affiliate companies.

      iii. List all officers, partners, proprietors, owners, and key management personnel within Respondent, including their names, position/title, years employed with Respondent, and percentage of ownership of Respondent.

      iv. Provide an organizational chart and key personnel list for the Project, including resumes and office locations (include both office and field locations for construction and corrective maintenance).

      v. State whether there has been any change within the past five years, or there are any changes pending or anticipated, in the control of Respondent (e.g., change in owners or management personnel, or acquisition or merger with another entity).

   C. Subcontractors and Suppliers - Provide a complete list of suppliers and subcontractors that will be used to perform the comprehensive project management, design, engineering, procurement, construction, and commissioning, and system monitoring activities. Provide licensure information for all subcontractors to be performing work on the Project.

   D. Financial Wherewithal - Provide information demonstrating the financial strength including **audited financial statements** of the Respondent and ability to uphold all obligations, guarantees, warranties, and promises for the warranty and service period of the installations.

   E. Related Project Experience - Provide summaries of three projects completed by Respondent in the last five years that were similar to the Project in this RFP in scope and contracting strategy. Explain the Respondent's experience in obtaining project design and construction approval from authorities having jurisdiction in similar projects. Please include contact information for each of the references that Respondent provides. For each project summary, indicate the project names and clients, describe Respondent's role in the lifecycle of the project, identify the sector (public, commercial, industrial, utility, etc.), provide the list of major subcontractors, and explain any cost and schedule variances between actual and initial estimates.

2. **Respondent Questionnaire.** Answer the following questions:

A. How many years has Respondent been in business?

B. How many years has Respondent provided lighting installation services?

C. Has Respondent ever been denied or unable to obtain a performance or payment bond for a contract? If yes, please describe.

D. In the past three years, has Respondent had any project that was terminated by the owner which required completion by another party? If yes, state the project name, location owner/contact person, telephone number, contract value, dispute amount, date and reason for termination/dispute.

E. Has Respondent, an affiliate company, or any owner ever declared bankruptcy or been in receivership? If yes, please describe, including the date that bankruptcy or receivership was filed and the disposition thereof.

F. Has Respondent had any arbitration or litigation in the past five years relative to lighting installation service agreements with Respondent? If yes, state the project name, location, owner/contact person telephone number, amount of dispute, and include a brief description and final resolution.

G. In the past five years, has Respondent had any outstanding liens or stop notices for labor and/or materials filed against it on any contracts where construction has ceased? If yes, state the project name, location, owner/contact person, telephone number, amount of dispute and a brief description of the situation.

H. In the past 10 years, has Respondent or any of Respondent's owners, officers, or partners been found liable in a civil suit or found guilty in a criminal action for making any false claims or material misrepresentation to any public agency? If yes, please explain.

I. In the past 10 years, has Respondent defaulted on a contract for construction resulting in a surety making any payments on behalf of Respondent to satisfy any claims against a performance bond issued on Respondent's behalf?

J. In the past 5 years has there been any occasion on which your firm was required to pay either back wages or penalties for your own firm's failure to comply with the federal or state prevailing wage laws? If so, please explain.

K. Within the last five years, has there ever been a period when your firm had employees but was without workers' compensation insurance or state-approved self-insurance? If so, please explain.

L. Is your firm currently registered with the Department of Industrial Relations and qualified to submit a bid or proposal and to otherwise perform work on a public project pursuant to Section 1725.5 of the Labor Code?

3. **DRAFT Construction Site Safety Plan.** Provide a draft Site Safety Plan which identifies Respondent as the overall responsible entity for Site safety. A Site Safety Plan from a previous similar project executed by Respondent will also be acceptable.

4. **DRAFT Project Execution Plan.** Provide a draft Project Execution Plan addressing how Respondent will execute the work required to complete the Project. The Project Execution Plan shall, at a minimum, address permitting, management of scope, schedule, cost, quality, human resources and staffing, communications, and anticipated Project risks. A Project Execution Plan from a previous similar project executed by Respondent will also be acceptable.

5. **DRAFT Construction Management Plan.** Provide a draft Construction Management Plan which identifies how Respondent will complete facility installation and mechanical completion of the Project. The Construction Management Plan shall include, as appropriate, construction working hours, trailer setup, material control and tracking, noise monitoring and control, lockout/tag-out, and waste management considerations. A Construction Management Plan from a previous similar project executed by Respondent will also be acceptable.

6. **DRAFT Testing and Commissioning Plan.** Provide a draft Testing and Commissioning Plan and identify the testing and commissioning procedures and coordination efforts to be conducted by Respondent. A Testing and Commissioning Plan from a previous similar project executed by Respondent will also be acceptable.

7. **Proposed Scope of Work.** Using completed Energy Expenditure Plan, prepare Proposed Scope of Work for design, scope, and installation of interior and exterior lighting replacements and retrofits and other energy conservation and efficiency measures set out in the Energy Expenditure Plan.

8. **Contract Sum Proposal.** Provide Contract Sum Proposal for the Project identifying all trades and unit costs, general condition costs, and fees broken out by line item. The Contract Sum Proposal shall not include any amount for contingency or any other allowance factor.

9. **Preliminary Project Schedule.** Provide a preliminary Project schedule which meets the milestone deadlines provided in the Executive Summary of the RFP and identify the critical path.

10. **Corrective Maintenance.** Describe Respondent's capabilities and resources to conduct corrective maintenance activities as needed to uphold the installation and workmanship warranties. Describe Respondent's expected response time to resolve critical failures.

11. **Value Engineering/Cost Reduction.** Provide and quantify any value engineering, cost reduction, and production maximization recommendations.

12. **DRAFT Contract.** Review the draft Construction Agreement and all exhibits and attachments and provide a redlined version in MS Word for any proposed changes.

EACH RESPONDENT MUST CAREFULLY REVIEW THE CONTRACT FORMS AND MAKE ANY EDITS THERETO THAT RESPONDENT DETERMINES NECESSARY OR

PROPER. BY SUBMITTING A RESPONSE TO THIS RFP, RESPONDENT IS CERTIFYING WILLINGNESS TO ENTER INTO THE CONTRACT SUBSTANTIALLY IN ITS PRESENT FORM, SUBJECT TO NON-MATERIAL CHANGES AS RESPONDENT MAY SUGGEST. DISTRICT SHALL HAVE THE RIGHT TO REJECT MATERIAL CHANGES TO THE CONTRACT PROPOSED BY RESPONDENT.

13. **Verification.** Each Response must be accompanied by the following statements, verified and signed by the person or persons completing the Response:

I, the undersigned, hereby certify and declare that I have read all of the answers and reviewed all of the documents provided in this response to the Western Placer Unified School District Request for Proposals, issued on December 7, 2017, and know of their contents. The matters stated in such answers and documents are true of my own knowledge and belief. I certify and declare under penalty of perjury under the laws of the State of California that such answers and documents are true and correct.

AGREEMENT BETWEEN OWNER AND CONTRACTOR

This Agreement between Owner and Contractor (the "Agreement") effective _____, 2017, between the Western Placer Unified School District (the "Owner") and _____ (the "Contractor"), each a "Party" and together, the "Parties" to this Agreement.

The Contractor and the Owner agree as follows:

1. SCOPE OF WORK. The Contractor agrees to furnish all labor, equipment and materials, including tools, implements, and appliances required, and to perform all the work in a good and workmanlike manner, free from any and all liens and claims from mechanics, material suppliers, subcontractors, artisans, machinists, teamsters, freight carriers, and laborers required for:

Prop. 39 Energy Efficiency Projects
For:

Carlin C. Coppin Elementary School
150 E. 12th Street,
Lincoln, CA 95648

Creekside Oaks Elementary School
2030 First Street,
Lincoln, CA 95648

First Street Elementary School
600 Sixth Street,
Lincoln, CA 95648

Glen Edwards Middle School
204 L Street,
Lincoln, CA 95648

Lincoln High School
790 J Street,
Lincoln, CA 95648

all in strict compliance with the plans, drawings and specifications therefore prepared by:

SmartWatt Inc.
3 Rosell Dr, Ballston Lake, NY 12019

and other contract documents relating thereto.

2. **CONTRACT DOCUMENTS.** The Contractor and the Owner agree that all of the documents listed in Article 1.1.1 of the General Conditions form the Contract Documents which form the Contract.

3. **TIME TO COMPLETE AND LIQUIDATED DAMAGES.**

Time is of the essence in this contract, and the time of completion for the Project shall be _____ [*words*] (_____ [*numerals*]) calendar days from (a) the date of commencement of the Work as established in the Owner's Notice to Proceed, or (b) if no other date is established in a Notice to Proceed from Owner, the date of Contractor's actual commencement of the Work (including mobilization).

Failure to complete the Project within the time and in the manner provided for by the Contract Documents shall subject the Contractor to liquidated damages. For purposes of liquidated damages, the concept of substantial completion shall not constitute completion and is not part of the Contract Documents. The actual occurrence of damages and the actual amount of the damages which the Owner would suffer if the Project were not completed within the specified times set forth are dependent upon many circumstances and conditions which could prevail in various combinations and, from the nature of the case, it is impracticable and extremely difficult to fix the actual damages. Damages which the Owner would suffer in the event of delay include, but are not limited to, loss of the use of the Project, disruption of activities, costs of administration, supervision and the incalculable inconvenience and loss suffered by the public. Accordingly, the parties agree that the amount set forth above shall be the amount of damages which the Owner shall directly incur upon failure of the Contractor to complete the Project within the time specified: $1,000, for each calendar day by which completion of the Project is delayed beyond the completion date as adjusted by change orders.

If the Contractor becomes liable under this section, the Owner, in addition to all other remedies provided by law, shall have the right to withhold any and all retained percentages of payments and/or progress payments, and to collect the interest thereon, which would otherwise be or become due the Contractor until the liability of the Contractor under this section has been finally determined. If the retained percentages and withheld progress payments appear insufficient to discharge all liabilities of the Contractor incurred under this Article, the Contractor and its sureties shall continue to remain liable to the Owner for such liabilities until all such liabilities are satisfied in full.

If the Owner accepts any work or makes any payment under this Agreement after a default by reason of delays, the payment or payments shall in no respect constitute a waiver or modification of any Agreement provisions regarding time of completion and liquidated damages.

4. **PAYMENT.** The Owner agrees to pay the Contractor in current funds _____ dollars ($_____) for work satisfactorily performed after receipt of properly documented and submitted Applications for Payment and to make payments on account thereof, as provided in the General Conditions.

5. **CHANGES.** Changes in this Agreement or in the Work to be done under this Agreement shall be made as provided in the General Conditions.

6. **TERMINATION.** The Owner and Contractor may terminate the Contract as provided in the General Conditions.

7. **PREVAILING WAGES.** The Project is a public work, the Work shall be performed as a public work and pursuant to the provisions of Section 1770 et seq. of the Labor Code of the State of California, which are hereby incorporated by reference and made a part hereof, the Director of Industrial Relations has determined the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in the locality in which the work is to be performed, for each craft, classification or type of worker needed to execute this Contract. Per diem wages shall be deemed to include employer payments for health and welfare, pension, vacation, apprenticeship or other training programs, and similar purposes. Copies of the rates are on file at the Owner's principal office. The rate of prevailing wage for any craft, classification or type of workmanship to be employed on this Project is the rate established by the applicable collective bargaining agreement which rate so provided is hereby adopted by reference and shall be effective for the life of this Agreement or until the Director of the Department of Industrial Relations determines that another rate be adopted. It shall be mandatory upon the Contractor and on any subcontractor to pay not less than the said specified rates to all workers employed in the execution of this Agreement.

The Contractor and any subcontractor under the Contractor as a penalty to the Owner shall forfeit not more than Two Hundred Dollars ($200.00) for each calendar day or portion thereof for each worker paid less than the stipulated prevailing rates for such work or craft in which such worker is employed. The difference between such stipulated prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the stipulated prevailing wage rate shall be paid to each worker by the Contractor.

The Contractor and each Subcontractor shall keep or cause to be kept an accurate record for work on this Project showing the names, addresses, social security numbers, work classification, straight time and overtime hours worked and occupations of all laborers, workers and mechanics employed by them in connection with the performance of this Contract or any subcontract thereunder, and showing also the actual per diem wage paid to each of such workers, which records shall be open at all reasonable hours to inspection by the Owner, its officers and agents and to the representatives of the Division of Labor Law Enforcement of the State Department of Industrial Relations. Contractor and Subcontractor shall comply with Labor Code section 1776. The Contractor and each subcontractor shall furnish a certified copy of all payroll records directly to the Labor Commissioner.

Public works projects shall be subject to compliance monitoring and enforcement by the Department of Industrial Relations. A contractor or subcontractor shall not be qualified to submit a bid or to be listed in a bid proposal subject to the requirements of Public Contract Code section 4104 unless currently registered and qualified under Labor Code section 1725.5 to perform public work as defined by Division 2, Part 7, Chapter 1 (§§1720 et seq.) of the Labor

Code. A contractor or subcontractor shall not be qualified to enter into, or engage in the performance of, any contract of public work (as defined by Division 2, Part 7, Chapter 1 (§§1720 et seq.) of the Labor Code) unless currently registered and qualified under Labor Code section 1725.5 to perform public work.

8. WORKING HOURS. In accordance with the provisions of Sections 1810 to 1815, inclusive, of the Labor Code of the State of California, which are hereby incorporated and made a part hereof, the time of service of any worker employed by the Contractor or a Subcontractor doing or contracting to do any part of the Work contemplated by this Agreement is limited and restricted to eight hours during any one calendar day and forty hours during any one calendar week, provided, that work may be performed by such employee in excess of said eight hours per day or forty hours per week provided that compensation for all hours worked in excess of eight hours per day, and forty hours per week, is paid at a rate not less than one and one-half (1½) times the basic rate of pay. The Contractor and every Subcontractor shall keep an accurate record showing the name of and the actual hours worked each calendar day and each calendar week by each worker employed by them in connection with the Work. The records shall be kept open at all reasonable hours to inspection by representatives of the Owner and the Division of Labor Law Enforcement. The Contractor shall as a penalty to the Owner forfeit Twenty-five Dollars ($25.00) for each worker employed in the execution of this Agreement by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight hours in any one calendar day, and forty hours in any one calendar week, except as herein provided.

9. APPRENTICES. The Contractor agrees to comply with Chapter 1, Part 7, Division 2, Sections 1777.5 and 1777.6 of the California Labor Code, which are hereby incorporated and made a part hereof. These sections require that contractors and subcontractors employ apprentices in apprenticeable occupations in a ratio of not less than one hour of apprentice's work for each five hours of work performed by a journeyman (unless an exemption is granted in accordance with Section 1777.5) and that contractors and subcontractors shall not discriminate among otherwise qualified employees as indentured apprentices on any public works solely on the ground of sex, race, religious creed, national origin, ancestry or color. Only apprentices as defined in Labor Code Section 3077, who are in training under apprenticeship standards and who have signed written apprentice agreements, will be employed on public works in apprenticeable occupations. The responsibility for compliance with these provisions is fixed with the Contractor for all apprenticeable occupations.

10. DSA OVERSIGHT PROCESS. The Contractor must comply with the applicable requirements of the Division of State Architect ("DSA") Construction Oversight Process ("DSA Oversight Process"), including but not limited to (a) notifying the Owner's Inspector of Record/Project Inspector ("IOR") upon commencement and completion of each aspect of the work as required under DSA Form 156; (b) coordinating the Work with the IOR's inspection duties and requirements; (c) submitting verified reports under DSA Form 6-C; and (d) coordinating with the Owner, Owner's Architect, any Construction Manager, any laboratories, and the IOR to meet the DSA Oversight Process requirements without delay or added costs to the Project.

Contractor shall be responsible for any additional DSA fees related to review of proposed changes to the DSA-approved construction documents, to the extent the proposed changes were caused by Contractor's wrongful act or omissions. If inspected work is found to be in non-compliance with the DSA-approved construction documents or the DSA-approved testing and inspection program, then it must be removed and corrected. Any construction that covers unapproved or uninspected work is subject to removal and correction, at Contractor's expense, in order to permit inspection and approval of the covered work in accordance with the DSA Oversight Process.

11. INDEMNIFICATION AND INSURANCE. The Contractor will defend, indemnify and hold harmless the Owner, its governing board, officers, agents, trustees, employees and others as provided in the General Conditions.

By this statement the Contractor represents that it has secured the payment of Workers' Compensation in compliance with the provisions of the Labor Code of the State of California and during the performance of the work contemplated herein will continue so to comply with said provisions of said Code. The Contractor shall supply the Owner with certificates of insurance evidencing that Workers' Compensation Insurance is in effect and providing that the Owner will receive thirty (30) days' notice of cancellation.

Contractor shall provide the insurance set forth in the General Conditions. The amount of general liability insurance shall be a minimum of $2,000,000 per occurrence for bodily injury, personal injury and property damage with an aggregate of $4,000,000. The automobile liability insurance shall be a minimum of $1,000,000 combined single limit for bodily injury and property damage. The District shall be named by endorsement as an additional insured on both the general liability insurance and the automobile liability insurance.

12. ENTIRE AGREEMENT. The Contract constitutes the entire agreement between the parties relating to the Project, and supersedes any prior or contemporaneous agreement between the parties, oral or written, including the Owner's award of the Project to Contractor, unless such agreement is expressly incorporated herein. The Owner makes no representations or warranties, express or implied, not specified in the Contract. The Contract is intended as the complete and exclusive statement of the parties' agreement pursuant to California Code of Civil Procedure section 1856.

13. EXECUTION OF OTHER DOCUMENTS. The parties to this Agreement shall cooperate fully in the execution of any and all other documents and in the completion of any additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of the Contract.

14. EXECUTION IN COUNTERPARTS. This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy, or an original, with all signatures appended together, shall be deemed a fully executed Agreement.

15. BINDING EFFECT. Contractor, by execution of this Agreement, acknowledges that Contractor has read this Agreement and the other Contract Documents, understands them, and agrees to be bound by their terms and conditions. The Contract shall inure to the benefit of and shall be binding upon the Contractor and the Owner and their respective successors and assigns.

16. SEVERABILITY; GOVERNING LAW; CHOICE OF FORUM. If any provision of the Contract shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof. The Contract shall be governed by the laws of the State of California. Any action or proceeding seeking any relief under or with respect to this Agreement shall be brought solely in the Superior Court of the State of California for the County of Placer, subject to transfer of venue under applicable State law, provided that nothing in this Agreement shall constitute a waiver of immunity to suit by Owner.

17. AMENDMENTS. The terms of the Contract shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement signed by the parties and approved or ratified by the Governing Board.

18. ASSIGNMENT OF CONTRACT. The Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of the surety on the payment bond, the surety on the performance bond and the Owner.

19. WRITTEN NOTICE. Written notice shall be deemed to have been duly served if delivered in person to the individual or member of the firm or to an officer of the corporation for whom it was intended, or if delivered at or sent by registered or certified or overnight mail to the last business address known to the person who gives the notice.

(CONTRACTOR)	**(OWNER)**
_____	**WESTERN PLACER UNIFIED SCHOOL DISTRICT**
By: _____	By: _____
Name: _____	Name: Audrey Kilpatrick
Title: _____	Title: Asst. Supt. Business & Operations

_____
CONTRACTOR'S LICENSE NO.

_____

LICENSE EXPIRATION DATE

NOTE: Contractor must give the full business address of the Contractor and sign with Contractor's usual signature. Partnerships must furnish the full name of all partners and the Agreement must be signed in the partnership name by a general partner with authority to bind the partnership in such matters, followed by the signature and designation of the person signing. The name of the person signing shall also be typed or printed below the signature. Corporations must sign with the legal name of the corporation, followed by the name of the state of incorporation and by the signature and designation of the chairman of the board, president or any vice president, and then followed by a second signature by the secretary, assistant secretary, the chief financial officer or assistant treasurer. All persons signing must be authorized to bind the corporation in the matter. The name of each person signing shall also be typed or printed below the signature. Satisfactory evidence of the authority of the officer signing on behalf of a corporation shall be furnished.

EXHIBIT A

SCOPE OF WORK

Scope of Work:

Contractor shall provide design and construction services as described in this Agreement and the other Contract Documents as necessary to implement the Scope of Work described herein. The final scope of work will be inserted here along with any relevant attachments prior to execution of the Agreement.

EXHIBIT B

GENERAL CONDITIONS
(Attached)

Sufficient Funds Declaration
(Labor Code section 2810)
To Be Executed by Bidder and Submitted with Bid

Owner: Western Placer Unified School District
Contract for: Energy Efficiency Improvement Project

I, _____, declare that I am the _____ of _____, the entity making and submitting the bid for the above Project that accompanies this Declaration, and that such bid includes sufficient funds to permit _____ [insert name of entity] to comply with all local, state or federal labor laws or regulations during the performance of the Contract for the Project, including payment of prevailing wage, and that _____[the entity] will comply with the provisions of Labor Code section 2810(d) if awarded the Contract.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and executed on _____20__, at _____ [city], _____[state].

Date:_____ _____
Signature
Print Name: _____
Print Title: _____

SHORT-FORM GENERAL CONDITIONS

for

CONTRACT OF CONSTRUCTION

FOR PROP. 39 ENERGY EFFICIENCY PROJECT

WESTERN PLACER UNIFIED SCHOOL DISTRICT

December 7, 2017

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ARTICLE 1
GENERAL CONDITIONS

1.1 BASIC DEFINITIONS

1.1.1 The Contract Documents. The "Contract Documents" consist of the Agreement between Owner and Contractor (hereinafter the Agreement), Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, addenda issued prior to bid, Instructions to Bidders, Notice to Bidders, the Bid Form, Payment Bond, Performance Bond, required insurance certificates, additional insured endorsement and declarations page, Designation of Subcontractors, Noncollusion Declaration, Roof Project Certification (where applicable), Sufficient Funds Declaration (Labor Code section 2810) and the Fingerprinting Notice and Acknowledgment and Independent Contractor Student Contact Form, other documents referred to in the Agreement, and Modifications issued after execution of the Agreement. A Modification is a written amendment to the Contract signed by both parties, a Change Order, a Construction Change Directive, or a written order for a minor change in the Work issued by the Owner. The Contract Documents are complementary, and each obligation of the Contractor, Subcontractors, material or equipment suppliers in any one shall be binding as if specified in all.

1.1.2 The Contract. The Contract Documents form the Contract. The "Contract" represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a written Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind between the Architect and Contractor, between any construction manager and the Contractor, between the Owner and any Subcontractor or Sub-subcontractor, or between any persons or entities other than the Owner and the Contractor. The terms of the Contract shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement signed by the parties and approved or ratified by the Governing Board.

1.1.3 The Work. The "Work" shall include all labor, materials, services, manuals, training, as-builts, and equipment necessary for the Contractor to fulfill all of its obligations pursuant to the Contract Documents, including, but not limited to, punch list items and submission of documents. The Work shall constitute a "work of improvement" under Civil Code section 8050 and Public Contract Code section 7107.

1.1.4 The Project. The "Project" is the total construction of the Work performed in accordance with the Contract Documents. However, where applicable, the Project may also include construction by the Owner or by separate contractors.

1.1.5 The Drawings. The "Drawings" are graphic and pictorial portions of the Contract Documents prepared for the Project and approved changes thereto, wherever located and whenever issued, showing the design, location, and scope of the Work, generally including plans, elevations, sections, details, schedules, and diagrams as drawn or approved by the Architect.

1.1.6 The Specifications. The "Specifications" are that portion of the Contract Documents consisting of the written requirements for material, equipment, construction systems, instructions, quality assurance standards, workmanship, and performance of related services.

1.1.7 The Project Manual. The "Project Manual" is the volume usually assembled for the Work which may include, without limitation, the bidding requirements, sample forms, Agreement, Conditions of the Contract, and Specifications.

1.1.8 OR. "Or" shall include "and/or."

1.1.9 COMPLETION. Statutory definitions of "Completion" and "Complete" shall apply for those statutory purposes. For all other purposes, including accrual of liquidated damages, Claims and warranties, "Completion" and "Complete" mean the point in the Work where (1) Contractor has fully and correctly performed all Work in all parts and requirements, including corrective and punch list work, and (2) Owner's representatives have conducted a final inspection that confirmed this performance. Substantial, or any other form of partial or non-compliant, performance shall not constitute "Completion" or "Complete".

1.2 EXECUTION, CORRELATION AND INTENT - The Contract Documents are complementary and are intended to include all items required for the proper execution and Completion of the Work. Any item of work mentioned in the Specifications and not shown on the Drawings, or shown on the Drawings and not mentioned in the Specifications, shall be provided by Contractor as if shown or mentioned in both. Without limiting Contractor's obligation to identify conflicts for resolution by the Owner, it is intended that the more stringent, higher quality, and greater quantity of Work shall apply. Each and every provision of law required by law to be inserted in this Contract shall be deemed to be inserted herein, and the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon application of either party the Contract shall be amended in writing to make such insertion or correction. Where requirements of the Contract Documents exceed those of the applicable building codes and ordinances, the Contract Documents shall govern. Contractor shall comply with all applicable Federal, State and local laws.

1.3 OWNERSHIP AND USE OF ARCHITECT'S DRAWINGS, SPECIFICATIONS AND OTHER DOCUMENTS - The Drawings, Specifications, and other documents prepared on behalf of the Owner are instruments of the services of the Architect and its consultants and are the property of the Owner. The Contractor may retain one contract record set.

ARTICLE 2
OWNER

2.1 DEFINITION - The term "Owner" means the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The term "Owner" means the Owner or the Owner's authorized representatives, including, but not limited to, architects and construction managers. To the extent the Contract Documents indicate

that Owner has assigned duties to particular representatives of the Owner (such as the Architect, or any construction manager), Owner reserves the right at all times to reassign such duties to different Owner representatives.

2.2 EXISTING UTILITY LINES; SITE SURVEY; CONTRACTOR RELIANCE – Pursuant to Government Code section 4215, the Owner assumes the responsibility for removal, relocation, and protection of utilities located on the Site at the time of commencement of construction under this Contract with respect to any such utility facilities which are not identified in the drawings and specifications made part of the invitation to bid. The Contractor shall not be assessed for liquidated damages for delay in Completion of the Work caused by failure of the Owner to provide for removal or relocation of such utility facilities. Owner shall compensate the Contractor for the costs of locating, repairing damage not due to the failure of the Contractor to exercise reasonable care, removing or relocating such utility facilities, and for equipment necessarily idle during such work. When required by the scope of the Project, the Owner will furnish, at its expense, a legal description or a land survey of the Site, giving, as applicable, grades and lines of streets, alleys, pavements, adjoining property, rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries, and contours of the site. Surveys to determine locations of construction, grading, and site work shall be provided by the Contractor.

Any test borings and soils reports for the Project have been made for the Owner to indicate the subsurface materials that might be encountered at particular locations on the Project. The Owner has made these documents available to the Contractor and the Contractor has studied the results of such test borings and information that it has as to the subsurface conditions and Site geology as set forth in the test borings and soils reports. The Owner does not assume any responsibility whatsoever with respect to the sufficiency or accuracy of the borings made, or of the logs of the test borings, or of other investigations, or of the soils reports furnished pursuant hereto, or of the interpretations to be made beyond the location or depth of the borings. There is no warranty or guarantee, either express or implied that the conditions indicated by such investigations, borings, logs, soil reports or other information are representative of those existing throughout the site of the Project, or any part thereof, or that unforeseen developments may not occur. At the Owner's request, the Contractor shall make available to the Owner the results of any Site investigation, test borings, analyses, studies or other tests conducted by or in the possession of the Contractor of any of its agents. Nothing herein contained shall be deemed a waiver by the Contractor to pursue any available legal right or remedy it may have at any time against any third party who may have prepared any report and/or test relied upon by the Contractor.

The Contractor may rely upon the accuracy of any utility services or site survey information that the Owner may provide, except that the Contractor may not rely upon and must question in writing to the Owner and the Architect any information which appears incorrect based upon Contractor's Site inspection, knowledge of the Work, and prior experience with similar projects, unless specifically stated in writing that the Contractor may rely upon the designated information.

2.3 OWNER'S RIGHT TO STOP THE WORK - If the Contractor fails to correct Work, which is not in accordance with the requirements of the Contract Documents as required by paragraph 12.2, or persistently fails to carry out Work in accordance with the Contract Documents, the Owner, after providing Notice pursuant to paragraph 2.4, may order the Contractor to stop the Work or any portion thereof, until the Contractor corrects the deficiencies.

2.4 OWNER'S RIGHT TO CARRY OUT THE WORK - If the Contractor fails or refuses to carry out the Work in accordance with the Contract Documents, the Owner may correct such deficiencies by whatever reasonable method the Owner may deem expedient without prejudice to other remedies the Owner may have, including but not limited to having another contractor perform some or all of the Work without terminating the Contract. Owner shall first provide written notice to Contractor of Contractor's failure or refusal to perform. The notice will provide the time period within which Contractor must begin correction of the failure or refusal to perform. If the Contractor fails to begin correction within the stated time, or fails to continue correction, the Owner may proceed to correct the deficiencies. In the event the Owner bids the work, Contractor shall not be eligible for the award of the contract. The Contractor may be invoiced the cost to Owner of the work, including compensation for additional professional and internally generated services and expenses made necessary by Contractor's failure or refusal to perform. Owner may withhold that amount from the retention, or progress payments due the Contractor, pursuant to Section 9.5. If retention and payments withheld then or thereafter due the Contractor are not sufficient to cover that amount, the Contractor shall pay the difference to the Owner.

ARTICLE 3
THE CONTRACTOR

3.1 DEFINITION - The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The term "Contractor" means the Contractor or the Contractor's authorized representatives. To the extent that any portion of the Work is provided with the Contractor's own forces, any reference to Subcontractors shall be equally applicable to the Contractor. The Contractor shall post at appropriate conspicuous points on the Site, a schedule showing all determined minimum wage rates and all authorized deductions, if any, from unpaid wages actually earned and all other required job site notices as prescribed by regulation.

3.2 SUPERVISION AND CONSTRUCTION PROCEDURES

3.2.1 Contractor. The Contractor shall supervise and direct the Work using the Contractor's best skill and attention, which shall meet or exceed the standards in the industry. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, procedures, and coordinating all portions of the Work under the Contract, unless Contract Documents give other specific instructions concerning these matters.

If part of the Project is performed by other contractors Owner directly retains, and the Owner does not retain a construction manager for the Project, Contractor shall be responsible for the coordination and sequencing of its Work with those other contractors so as to avoid any impact

on the Contract schedule. If Contractor fails to fulfill these obligations, Owner may exercise its rights under section 2.4. The right of Owner to carry out the Work under section 2.4 shall not give rise to a duty on the part of Owner to exercise this right for the benefit of Contractor or any other person or entity, except to the extent required by section 6.1.3.

If part of the Project is performed by other contractors Owner directly retains, and Owner retains a construction manager, the Owner and construction manager shall schedule and coordinate the activities of Contractor with the other contractors and Owner. Contractor agrees to accept the Owner's, and any construction manager's, construction schedules, schedule updates, overall sequence and coordination of construction for the Project.

Contractor realizes that work by other contractors or Owner may occur simultaneously with Contractor's Work in any given area. Contractor is responsible for its own sequences within a given activity or set of activities. Contractor shall not commit, or permit, any act which will adversely affect the work of any other contractor or Owner. Contractor shall provide layout of its Work at the request of any other contractor or Owner.

3.2.2 Contractor Responsibility. The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors, material and equipment suppliers, and their agents, employees, invitees, and other persons performing portions of the Work under direct or indirect contract with the Contractor or any of its Subcontractors.

3.2.3 Obligations not Changed by Others' Actions. The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents by the activities or duties of the Owner's representatives, including but not limited to, any construction manager, the Architect or Inspector of Record, or by tests, inspections, or approvals required or performed by persons other than the Contractor.

3.2.4 Contractor Responsibility for Readiness for Work. The Contractor shall be responsible for inspection of Work already performed under the Contract Documents to determine that such portions are in proper condition to receive subsequent work.

3.3 SUPERINTENDENT - The Contractor shall provide a competent superintendent and assistants as necessary, all of whom shall be reasonably proficient in speaking, reading and writing English and, who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor. The Contractor and each Subcontractor shall: furnish a competent and adequate staff as necessary for the proper administration, coordination, supervision, and superintendence of its portion of the Work; organize the procurement of all materials and equipment so that the materials and equipment will be available at the time they are needed for the Work; and keep an adequate force of skilled workers on the job to Complete the Work in accordance with all requirements of the Contract Documents. Owner shall have the right, but not the obligation, to require the removal from the Project of any superintendent, staff member, agent, or employee of any Contractor, Subcontractor, material or equipment supplier, etc., for cause.

3.4 **LABOR AND MATERIALS** - Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, material, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and Completion of the Work whether temporary or permanent and whether or not incorporated or to be incorporated in the Work. The Contractor shall be responsible for cutting, fitting, or patching required to Complete the Work or to make its parts fit together properly.

3.5 **WARRANTY** - For the period of one (1) year after Completion of the Work, the Contractor warrants to the Owner that material and equipment furnished under the Contract will be of good quality and new unless otherwise required or permitted by the Contract Documents, that the Work will be free from defects not inherent in the quality required or permitted, and that the Work will conform with the requirements of the Contract Documents, per Section 12.2.

3.6 **TAXES** - Contractor will pay all applicable Federal, State, and local taxes on all materials, labor, or services furnished by it, and all taxes arising out of its operations under the Contract Documents. Owner is exempt from Federal Excise Tax, and a Certificate of Exemption shall be provided upon request.

3.7 **PERMITS, FEES AND NOTICES** - The Contractor shall secure and pay for all permits and governmental fees, licenses, and inspections necessary for proper execution and Completion of the Work which are customarily secured after execution of the Contract and are legally required by any authority having jurisdiction over the Project, except those required by the Division of the State Architect (DSA). Owner shall be responsible for all testing and inspection as required by the DSA on-Site or within the distance limitations set forth in paragraph 13.4.1, unless a different mileage range is specified in the Contract Documents.

3.8 **ALLOWANCES** - The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities against whom the Contractor makes reasonable and timely objection.

3.9 **CONTRACTOR'S CONSTRUCTION SCHEDULES** - The Contractor, promptly after executing the Contract, shall prepare and submit for the Owner's and any construction manager's information the baseline construction schedule for the Work, which shall conform to the Contract Documents requirements. The schedule shall not exceed time limits current under the Contract Documents and shall comply with all of the scheduling as required by the Contract Documents (including these General Conditions and Division 1 of the Specifications) and the standards of the industry. The construction schedule shall be in the form of a tabulation, chart, or graph and shall be in sufficient detail to show the chronological relationship of all activities of the project including, but not limited to, estimated starting and completion dates of various activities, (including early and late dates and reasonable float for each activity), procurement of materials, the critical path, and scheduling of equipment. In connection with the DSA Construction Oversight Process, which includes inspection cards and review of changes to the DSA-approved

construction documents, the Contractor must (a) include specific tasks in its baseline schedule to take into account these procedures since they are critical path issues; and (b) include a reasonable amount of float in the baseline schedule to accommodate the additional time required by these DSA procedures. Failure of the Contractor to provide proper schedules as required by this paragraph may, at the sole discretion of Owner, constitute either grounds to withhold, in whole or in part, progress payments to the Contractor, or a breach of contract allowing Owner to terminate the Contract.

3.10 DOCUMENTS AND SAMPLES AT THE SITE - The Contractor shall maintain at the Site for the Owner one applicable copy of Titles 19 and 24 and record copy of the Drawings, Specifications, Addenda, Change Orders, and other Modifications, in good order and marked currently to record changes and selections made during construction. In addition, the Contractor shall maintain at the Site approved Shop Drawings, Product Data, Samples, and similar required submittals.

3.11 SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES

3.11.1 Shop Drawings. The term "shop drawings" as used herein means drawings, diagrams, schedules, and other data, which are prepared by Contractor, Subcontractors, manufacturers, suppliers, or distributors illustrating some portion of the Work. The Contractor shall obtain and submit with the shop drawings all seismic and other calculations and all product data from equipment manufacturers. Shop drawings shall: establish the actual detail of all manufactured or fabricated items, indicate proper relation to adjoining work, amplify design details of mechanical and electrical systems and equipment in proper relation to physical spaces in the structure, and incorporate minor changes of design or construction to suit actual conditions.

3.11.2 Samples. The term "samples" as used herein are physical examples furnished by Contractor to illustrate materials, equipment, or quality. All Work shall be in accordance with the approved samples.

3.11.3 Contractor's Responsibility. Contractor shall obtain and shall submit to Architect all required shop drawings and samples in accordance with Contractor's "Schedule for Submission of Shop Drawings and Samples" as required in Division 1 of the Specifications with such promptness as to cause no delay in its own Work or in that of any other contractor, Owner or subcontractor but in no event later than ninety (90) days after the execution of the Agreement. Review by Owner and Architect shall not relieve the Contractor or any Subcontractor from its responsibility in preparing and submitting proper shop drawings, product data and samples in accordance with the Contract Documents. Any submission, which in Architect's opinion is incomplete, contains numerous errors, or has been checked only superficially by Contractor will be returned unreviewed by the Architect for resubmission by the Contractor. Contractor shall not commence any portion of the Work requiring a shop drawing or sample submission until the Architect has approved the submission.

3.11.4 Extent of Review. In reviewing shop drawings, the Owner will not verify dimensions and field conditions. The Architect will review and approve shop drawings, product

data, and samples for aesthetics and for conformance with the design concept of the Work and the information given in the Contract Documents. The Architect's review shall not relieve the Contractor from responsibility for any deviations from the requirements of the Contract Documents unless the Architect has given specific written approval. Contractor and Subcontractors shall be solely responsible for determining any quantities, whether or not shown on the shop drawings.

3.11.5 Substitution. Unless the Specifications state that no substitution is permitted, whenever in the Contract Documents any specific brand or trade name is specified such specification shall be deemed to be followed by the words "or equal." The Owner may consider an untimely substitution request if the product specified is no longer commercially available.

3.12 CLEANING UP - The Contractor shall keep the Site and surrounding area free from accumulation of waste material or rubbish caused by operations under the Contract. The Site shall be maintained in a safe, neat and orderly condition. If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so, without prior notice to the Contractor and the cost thereof shall be invoiced to the Contractor and withheld from progress payments and/or retention. When directed by the Owner or the Architect, Contractor and Subcontractor shall dismantle temporary structures, if any, and remove from the Site all construction and installation equipment, fences, scaffolding, surplus materials, rubbish, and supplies belonging to Contractor or Subcontractor.

3.13 ACCESS TO WORK - The Contractor shall provide the Owner, the Architect, and the Inspector of Record, access to the Work in preparation and progress wherever located.

3.14 ROYALTIES AND PATENTS - The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims of infringement of patent rights and shall hold the Owner and the Architect harmless and indemnify them from loss on account thereof, to the extent not caused by the Owner's active negligence, sole negligence or willful misconduct, and shall not be responsible for such defense or loss when a particular design, process, or product of a particular manufacturer is required by the Contract Documents, unless Contractor has reason to believe it is an infringement of a patent and does not inform Architect.

3.15 INDEMNIFICATION

3.15.1 Scope: Contractor. To the fullest extent permitted by law, the Contractor shall defend, indemnify, and hold harmless the Owner, any construction manager, Architect, Architect's consultants, the Inspector of Record, the State of California, and their respective agents, employees, officers, volunteers, Boards of Trustees, members of the Boards of Trustees, and directors ("Indemnitees"), from and against claims, actions, damages, liabilities, losses (including but not limited to injury or death of persons, property damage, and compensation owed to other parties), and expenses (including but not limited to attorneys' fees and costs including fees of consultants) alleged by third parties against Indemnitees arising out of or resulting from the following: Contractor's, its Subcontractors', or its suppliers' performance of the Work, including but not limited to the Contractor's or its Subcontractors' use of the Site; the Contractor's or its Subcontractors' construction of the Project, or failure to construct the Project,

or any portion thereof; the use, misuse, erection, maintenance, operation, or failure of any machinery or equipment including, but not limited to, scaffolds, derricks, ladders, hoists, and rigging supports, whether or not such machinery or equipment was furnished, rented, or loaned by any of the Indemnitees; or any act, omission, negligence, or willful misconduct of the Contractor or its Subcontractors or their respective agents, employees, material or equipment suppliers, invitees, or licensees but only to the extent caused in whole or in part by the acts or omissions of the Contractor, its Subcontractors, its suppliers, anyone directly or indirectly employed by any of them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to a party, person, or entity described in this paragraph. The obligation to defend, indemnify and hold harmless includes any claims or actions by third parties arising out of or resulting from Labor Code section 2810. Contractor shall have no obligation to defend or indemnify the Indemnitees against claims, actions, damages, liabilities, losses, and expenses caused by the active negligence, sole negligence or willful misconduct of Indemnitees. This indemnification shall apply to all liability, as provided for above, regardless of whether any insurance policies are applicable, and insurance policy limits do not act as a limitation upon the amount of the indemnification to be provided by the Contractor.

3.15.2 Scope: Subcontractors.

3.15.2.1 Indemnity. The Subcontractors shall defend, indemnify, and hold harmless the Indemnitees from and against claims, actions, damages, liabilities, and losses (including but not limited to injury or death of persons, property damage, and compensation owed to other parties), and expenses (including but not limited to attorneys' fees and costs including fees of consultants) alleged by third parties against Indemnitees arising out of or resulting from the following: Subcontractors' performance of the Work, including but not limited to the Subcontractors' use of the Site; the Subcontractors' construction of the Project or failure to construct the Project or any portion thereof; the use, misuse, erection, maintenance, operation, or failure of any machinery or equipment, including, but not limited to, scaffolds, derricks, ladders, hoists, and rigging supports, whether or not such machinery or equipment was furnished, rented, or loaned by any of the Indemnitees; or any act, omission, negligence, or willful misconduct of the Subcontractors or their respective agents, employees, material or equipment suppliers, invitees, or licensees but only to the extent caused in whole or in part by the acts or omissions of the Subcontractors, anyone directly or indirectly employed by any of them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to a party, person, or entity described in this paragraph. This obligation to defend, indemnify and hold harmless includes any claims or actions by third parties arising out of or resulting from Labor Code section 2810. Subcontractors shall have no obligation to defend or indemnify the Indemnitees against claims, actions, damages, liabilities, losses, and expenses caused by the active negligence, sole negligence or willful misconduct of

Indemnitees. This indemnification shall apply to all liability, as provided for above, regardless of whether any insurance policies are applicable, and insurance policy limits do not act as a limitation upon the amount of the indemnification to be provided by the Subcontractors.

3.15.2.2 ***Joint and Several Liability.*** In the event more than one Subcontractor is connected with an accident or occurrence covered by this indemnification, then all such Subcontractors shall be jointly and severally responsible to each of the Indemnitees for indemnification, and the ultimate responsibility among such indemnifying Subcontractors for the loss and expense of any such indemnification shall be resolved without jeopardy to any Indemnitee. The provisions of the indemnity provided for herein shall not be construed to indemnify any Indemnitee for its own negligence if not permitted by law or to eliminate or reduce any other indemnification or right which any Indemnitee has by law or equity.

3.15.3 No Limitation. The Contractor's and the Subcontractor's obligation to indemnify and defend the Indemnitees hereunder shall include, without limitation, any and all claims, damages, and costs: for injury to persons and property (including loss of use), and sickness, disease or death of any person; for breach of any warranty, express or implied; for failure of the Contractor or the Subcontractor to comply with any applicable governmental law, rule, regulation, or other requirement; and for products installed in or used in connection with the Work.

3.16 NOTICE OF EXCUSE FOR NONPERFORMANCE - If Contractor believes that acts or omissions of Owner (including, but not limited to, Owner-caused delay) have prevented Contractor from performing the Work as required by the Contract Documents and Contractor intends to rely on Owner's acts or omissions and Civil Code section 1511(1) as reasons to excuse Contractor's nonperformance or to support, among other things, Contractor's requests for time extensions under these General Conditions, Contractor shall provide written notice of the excuse within five (5) days of the Owner's acts or omissions. If Contractor fails to timely submit the written notice, Contractor shall have waived any right to later rely on the acts or omissions as a defense to Contractor's nonperformance or as the basis for a time extension, regardless of the merits of the defense or time extension. Contractor will not have satisfied a condition precedent or exhausted administrative remedies. Contractor acknowledges that these written notices are of critical importance to the Owner's management of the Work and Project and the mitigation of costs and delays to the Work and Project.

ARTICLE 4
ADMINISTRATION OF THE CONTRACT

4.1 ARCHITECT - The term "Architect" means the Architect or the Architect's authorized representative, shall also refer to all consultants under the Architect's direction and control, and is referred to as if singular in number. The Architect will have authority to act on behalf of the Owner only to the extent set forth in the Owner/Architect agreement.

4.2 ARCHITECT'S ADMINISTRATION OF THE CONTRACT

4.2.1 Status. The Architect may provide administration of the Contract as described in the Contract Documents and may be one of several Owners' representatives during construction.

4.2.2 Limitations of Construction Responsibility. The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect, or by tests, inspections, or approvals required or performed by persons other than the Contractor.

4.2.3 Communications Facilitating Contract Administration. Except as otherwise provided in the Contract Documents or when direct communications are warranted by special circumstances, the Owner and the Contractor shall communicate through the Architect, unless there is a construction manager for the Project or the Owner directs otherwise.

4.2.4 Rejection of Work. In addition to the rights, duties, and obligations of the Inspector of Record under this Article, the Architect may recommend to the Owner that the Owner reject Work which does not conform to the Contract Documents.

4.3 INSPECTOR OF RECORD - One or more Project inspectors ("Inspector of Record") employed by the Owner and approved by the Division of the State Architect will be assigned to the Work in accordance with the requirements of Title 24 of the California Code of Regulations. The Inspector of Record's duties will be as specifically defined in Title 24. All Work shall be under the observation of or with the knowledge of the Inspector of Record. The Inspector of Record shall have free access to any or all parts of the Work at any time. The Contractor shall furnish the Inspector of Record such information as may be necessary to keep the Inspector of Record fully informed regarding progress and manner of work and character of materials. Such observations shall not, in any way, relieve the Contractor from responsibility for full compliance with all terms and conditions of the Contract, or be construed to lessen to any degree the Contractor's responsibility for providing efficient and capable superintendence. The Inspector of Record is not authorized to make changes in the drawings or specifications. The Inspector of Record shall have the authority to reject work that does not comply with the provisions of the Contract Documents. In addition, the Inspector of Record may stop any work which poses a probable risk of harm to persons or property.

4.4 RESPONSIBILITY FOR ADDITIONAL CHARGES INCURRED BY THE OWNER FOR PROFESSIONAL SERVICES - If at any time prior to the Completion of the requirements under the Contract Documents, through no fault of its own, the Owner is required to provide or secure additional professional services for any reason by any act or omission of the Contractor, the Contractor shall be invoiced by the Owner for any actual costs incurred for any such additional services, which costs may, among other remedies, be withheld from the progress payments and/or retention.

4.5 CLAIMS

4.5.1 General. A "Claim" is a separate demand by the Contractor sent by registered mail or certified mail, return receipt requested, for (a) a time extension, including without limitation, a request for relief from damages or penalties for delay assessed by the Owner under the Contract Documents; (b) payment by Owner of money or damages arising from work done by, or on behalf of, the Contractor pursuant to the Contract Documents, and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to; or (c) an amount the payment of which is disputed by the local agency. A Claim includes any dispute Contractor may have with the Owner, including one regarding an alleged breach of contract by the Owner. The responsibility to substantiate Claims shall rest with the Contractor, including any pass through claims for which Contractor will comply with Public Contract Code section 9204(d)(5).

Claims, including those alleging an error or omission by the Architect, shall be submitted to the Architect and Owner. If Contractor intends to rely on Owner's acts or omissions in support of a request for a time extension, then Contractor must also provide the notice set forth in section 3.16, above. A timely decision by the Owner shall be provided. Claims must be made in writing within fifteen (15) days of the earliest of the following events: (a) Completion of the Work; (b) the thirtieth (30th) continuous day without labor by Contractor; or (c) Contractor's submission of a final progress payment application. An additional Claim made after the initial Claim has been implemented by Change Order will not be considered. The failure of the Contractor to make a Claim within the specified time shall constitute an express waiver of any right to assert such Claim, whether affirmatively or defensively. Despite submission or rejection of a Claim, the Contractor shall proceed diligently with performance of the Contract, and the Owner shall continue to make any undisputed payments in accordance with the Contract. When any excavation or trenching extends greater than four feet below the surface, Public Contract Code section 7104 shall control.

The Contractor shall furnish reasonable documentation to support each Claim and shall certify, at the time of submission of a Claim, as follows:

I, _____, being the _____ (Must be an officer) of _____ (Contractor), declare under penalty of perjury under the laws of the State of California, and do personally certify and attest that: I have thoroughly reviewed the attached Claim for additional cost and/or extension of time, and know its contents, and said Claim is made in good faith; the supporting data is truthful, accurate and complete; that the amount requested accurately reflects the adjustment for which the Contractor believes the Owner is liable; and further, that I am familiar with California Penal Code section 72 pertaining to false claims, and further know and understand that submission or certification of a false claim may lead to fines, imprisonment and/or other severe legal consequences.

By: _____

Contractor understands and agrees that any Claim submitted without this certification does not meet the terms of the Contract Documents, that Owner, or Owner's representatives, may reject the Claim on that basis and that unless Contractor properly and timely files the Claim with the

certification, Contractor cannot further pursue the Claim in any forum. A condition precedent will not have been satisfied.

4.5.2 Claims for Concealed or Unknown Conditions

4.5.2.1 Trenches or Excavations Less Than Four Feet below the Surface. If Contractor encounters conditions at the Site which are subsurface or otherwise concealed physical conditions, which differ materially from those indicated in the Contract Documents, or unknown physical conditions of an unusual nature, which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, then notice by the Contractor shall be given to the Owner promptly before conditions are disturbed and in no event later than ten (10) days after first observance of the conditions. If Contractor believes that such conditions differ materially and will cause an increase in the Contractor's cost of, time required for, or performance of any part of the Work, Contractor must comply with the provisions above for Claims.

4.5.2.2 ***Trenches or Excavations Greater Than Four Feet below the Surface.*** Pursuant to Public Contract Code section 7104, when any excavation or trenching extends greater than four feet below the surface:

4.5.2.2.1 The Contractor shall promptly, and before the following conditions are disturbed, notify the public entity, in writing, of any:

(1) Material that the Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, which is required to be removed to a Class I, Class II, or Class III disposal site in accordance with the provisions of existing law.

(2) Subsurface or latent physical conditions at the site differing from those indicated by information about the site made available to bidders prior to the deadline for submitting bids.

(3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract.

4.5.2.2.2 The public entity shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the Contractor's cost of, or the time required or, performance of any part of the Work shall issue a change order under the procedures described in the Contract.

4.5.2.2.3 In the event that a dispute arises between the public entity and the Contractor whether the conditions materially differ, or involve

hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the Work, the Contractor shall not be excused from the Contract Completion deadline, but shall proceed with all Work to be performed under the Contract. The Contractor shall retain any and all rights provided either by Contract or by law which pertain to the resolution of disputes and protests between the contracting parties.

4.6 PROCEDURES FOR CLAIMS Notwithstanding any other provision herein, Claims shall be handled pursuant to the procedures set forth in Public Contract Code section 9204, including claim, written response, payments, meet and confer conference, statement of disputed and undisputed portions after the meet and confer conference and non-binding mediation, and Government Code claim provisions. In addition, for claims that are $375,000 or less, the provisions of Public Contract Code section 20104 et. seq. also apply, to the extent they do not conflict with Public Contract Code section 9204. Owner may request additional documentation from Contractor within applicable time periods. As a precedent to initiation of any litigation against the Owner, Contractor must observe and comply with the Government Code claim procedures in Government Code sections 901 et seq. after completion of the contractual claim procedures above, including but not limited to timely presentation of a Government Code claim. The claim procedures described herein do not supersede or replace the requirement of a Government Code claim, and the two claim procedures shall be sequential.

The requirement for mediation shall not toll or supersede the requirement for submission of a Government Code claim, as specifically required in Section 4.6 above. If Contractor fails to timely notify the Owner in writing that it wishes to mediate pursuant to this paragraph, then Contractor will have waived all rights to further pursue the Claim. The parties shall reasonably cooperate to schedule and attend mediation as soon as reasonably possible.

ARTICLE 5
SUBCONTRACTORS

5.1 DEFINITIONS

5.1.1 Subcontractor. A Subcontractor is a person or entity, who has a contract with the Contractor to perform a portion of the Work at the Site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a separate contractor or subcontractors of a separate contractor. To the extent that the term Trade Contractor is utilized in the Contract Documents, it shall have the same meaning as the term "Subcontractor."

5.1.2 Sub-Subcontractor. A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the Site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK - Subcontractors shall be listed by Contractor pursuant to Public Contract Code section 4104. Subcontractor substitution shall be handled in accordance with Public Contract Code sections 4107 and 4107.5. Any substitutions of Subcontractors shall not result in any increase in the Contract Sum or the granting of any extension of time for the Completion of the Work.

5.3 SUBCONTRACTUAL RELATIONS - By appropriate agreement, written where legally required for validity, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all obligations and responsibilities, which the Contractor, by the Contract Documents, assumes toward the Owner.

5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS - Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner provided that:

A. Assignment is effective only after termination of the Contract with the Contractor by the Owner for cause pursuant to Article 14 and only for those subcontract agreements which the Owner accepts by notifying the Subcontractor in writing; and

B. Assignment is subject to the prior rights of the surety, if any, obligated under any bond relating to the Contract.

ARTICLE 6
CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

6.1 OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS

6.1.1 Owner's Rights. The Owner reserves the right to perform Project work with the Owner's own forces, or to award separate contracts in connection with such other work or other construction or operations on the Site under contract conditions identical or substantially similar to these, including those portions related to insurance. Upon the election to perform work with its own forces or by separate contracts, the Owner shall notify the Contractor. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall proceed pursuant to the Contract Documents.

6.1.2 Contractor's Duties. The Contractor shall have overall responsibility for coordination and scheduling of the activities of the Owner's own forces and of each separate contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with other separate contractors and the Owner in reviewing their construction schedules when directed to do so. The Contractor shall make any revisions to the construction schedule and Contract Sum deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, separate contractors, and the Owner until subsequently revised. If Contractor fails to fulfill these obligations, Owner may exercise its rights under section 2.4. The right of Owner to carry out the

Work under section 2.4 shall not give rise to a duty on the part of Owner to exercise this right for the benefit of Contractor or any other person or entity, except to the extent required by section 6.1.3.

6.1.3 Owner Obligations. Unless otherwise provided in the Contract Documents, when the Owner performs work related to the Project with the Owner's own forces, the Owner shall be deemed to be subject to the same obligations, and to have the same rights, which apply to the Contractor under the General Conditions.

6.2 MUTUAL RESPONSIBILITY

6.2.1 Delivery and Storage. The Contractor shall afford the Owner and separate contractors reasonable opportunity for delivery and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the separate contractors' construction and operations with theirs as required by the Contract Documents.

6.2.2 Notice by Contractor. If part of the Contractor's Work depends upon proper execution or results from work by the Owner or a separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Owner patent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor to so report shall constitute an acknowledgment that the Owner's or separate contractors' completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable.

ARTICLE 7
CHANGES IN THE WORK

7.1 CHANGES

7.1.1 No Changes without Authorization. The Owner reserves the right to change the Work by making such alterations, deviations, additions to, or deletions from the plans and specifications, as may be deemed by the Owner to be necessary or advisable for the proper Completion or construction of the Work contemplated, and the Owner reserves the right to require Contractor to perform such work. There shall be no change whatsoever in the drawings, specifications, or in the Work without an executed Change Order, Construction Change Directive, or order by the Owner for a minor change in the Work as herein provided. Owner shall not be liable for the cost of any extra work or any substitutions, changes, additions, omissions, or deviations from the Drawings and Specifications unless the same shall have been authorized by and the cost thereof approved in writing by Change Order or Construction Change Directive. No extension of time for performance of the Work shall be allowed hereunder unless claim for such extension is made at the time changes in the Work are ordered, and such time duly adjusted in writing in the Change Order.

7.1.2 Architect Authority. The Owner will have authority to order minor changes in the Work not involving any adjustment in the Contract Sum, an extension of the Contract Time, or a change which is inconsistent with the intent of the Contract Documents. Such changes shall

be effected by written Change Order and shall be binding on the Owner and the Contractor. The Contractor shall carry out such written orders promptly.

7.2 **CHANGE ORDERS ("CO")** - A CO is a written instrument prepared by the Architect and signed by the Owner, the Contractor, the Architect, and the DSA, stating their agreement upon all of the following: (A) A change in the Work; (B) the amount of the adjustment in the Contract Sum, if any; and (C) the extent of the adjustment in the Contract Time, if any.

7.3 **CONSTRUCTION CHANGE DIRECTIVES ("CCD")** - A CCD is a written unilateral order prepared by the Architect and signed by the Owner, and if necessary by the Architect, directing a change in the Work and stating a proposed basis for adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by CCD, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions the Contract Sum and Contract Time being adjusted accordingly. A CCD shall be used in the absence of agreement on the terms of a CO. If Contractor disagrees with the terms of a CCD, it shall nevertheless perform the work directed by the CCD, but it may pursue the notice, COR and claim procedures if Contractor believes it is entitled to changes in the Contract Sum or Contract Time.

7.4 **REQUEST FOR INFORMATION ("RFI")** - An RFI is a written request prepared by the Contractor asking the Owner to provide additional information necessary to clarify an item which the Contractor feels is not clearly shown or called for in the drawings or specifications, or to address problems which have arisen under field conditions. The RFI shall reference all the applicable Contract Documents including specification section, detail, page numbers, drawing numbers, and sheet numbers, etc. The Contractor shall make suggestions and/or interpretations of the issue raised by the RFI. An RFI cannot modify the Contract Sum, Contract Time, or the Contract Documents. The Owner and Contractor agree that an adequate time period for the Architect to respond to an RFI is generally fourteen (14) calendar days after the Architect's receipt of an RFI, unless the Owner and Contractor agree otherwise in writing. However, in all cases, the Architect shall take such time, whether more or less than 14 days, as is necessary in the Architect's professional judgment to permit adequate review and evaluation of the RFI. If Contractor informs the Architect that it needs a response to an RFI expedited to avoid delay to the critical path, the Architect shall provide a response as quickly as reasonably possible. The Contractor shall be invoiced by the Owner for any costs incurred for professional services, which shall be withheld from progress payments or retention, if an RFI requests an interpretation or decision of a matter where the information sought is equally available to the party making such request.

7.5 **REQUEST FOR PROPOSAL ("RFP")** - An RFP is a written request prepared by the Architect asking the Contractor to submit to the Owner and the Architect an estimate of the effect of a proposed change on the Contract Sum and the Contract Time. An RFP shall contain adequate information, including any necessary drawings and specifications, to enable Contractor to provide the cost breakdowns required by section 7.7. The Contractor shall not be entitled to any Additional Compensation for preparing a response to an RFP, whether ultimately accepted or not.

7.6 CHANGE ORDER REQUEST ("COR") - A COR is a written request prepared by the Contractor asking the Owner and the Architect to incorporate a proposed change called for in an RFP or a notice of claim into a CO. A COR shall include breakdowns to validate any change in Contract Sum due to proposed change or claim. A COR shall also include any additional time required to Complete the Project. Any additional time requested shall not be the number of days to make the proposed change, but must be based upon the impact to the Project Schedule as defined in section 3.9 and Division 1 of the Specifications.

7.7 COST OF CHANGE ORDERS

7.7.1 Scope. Within ten (10) days or such lesser period of time as may be required by Owner after a request is made for a change that impacts the Contract Sum or the Contract Time, the Contractor shall provide to the Owner and the Architect in writing an estimate of the effect of the proposed CO upon the Contract Sum and the actual cost of construction, which shall include a complete itemized cost breakdown of all labor and material showing actual quantities, hours, unit prices, wage rates, required for the change, and the effect upon the Contract Time of such CO. Changes may be made by Owner by an appropriate written CO, or, at the Owner's option, such changes shall be implemented immediately upon the Contractor's receipt of an appropriate written CCD.

7.7.2 Determination of Cost. The amount of the increase or decrease in the Contract Sum resulting from a CO, if any, shall be determined in one or more of the following ways as applicable to a specific situation: (A) Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation; (B) unit prices stated in the Contractor's original bid, the Contract Documents, or subsequently agreed upon between the Owner and the Contractor; (C) cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or (D) by cost of material and labor and percentage of overhead and profit. Contractor and Subcontractors may mark up their own work by 15% for overhead, bond and insurance premiums, and profit. Contractor may mark up a Subcontractor's total costs by 5%.

7.7.3 Accounting Records. With respect to portions of the Work performed by COs and CCDs on a time-and-materials, unit-cost, or similar basis, the Contractor shall keep and maintain cost-accounting records satisfactory to the Owner, which shall be available to the Owner on the same terms as any other books and records the Contractor is required to maintain under the Contract Documents.

7.7.4 Notice Required. If the Contractor desires an increase in the Contract Sum, or any extension in the Contract Time for Completion, it shall give the Owner and the Architect written notice of the potential change within five (5) days after the occurrence of the event giving rise to the claim, together with detailed estimates of the impact on the Contract Sum and/or the Contract Time. This notice shall be given by the Contractor before proceeding to execute the Work, except in an emergency endangering life or property, in which case the Contractor shall proceed in accordance with paragraph 10.4 hereof. No notice shall be considered unless made in accordance with this Subparagraph; however, the mere presentation of such claim shall not establish the validity of the cause giving rise to such claim, or of the extension of the Contract

Time, and/or the increase in the Contract Sum. Contractor shall proceed to execute the Work even though the adjustment has not been agreed upon. Any change in the Contract Sum or extension of the Contract Time resulting from such claim shall be authorized by a CO.

ARTICLE 8
TIME

8.1 DEFINITIONS

8.1.1 Contract Time. Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Completion of the Work.

8.1.2 Notice to Proceed. The date of commencement of the Work is the date established in the Notice to Proceed. The date shall not be postponed by the failure to act of the Contractor or of persons or entities for which the Contractor is responsible.

8.1.3 Days. The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

8.2 HOURS OF WORK

8.2.1 Sufficient Force. Contractors and Subcontractors shall furnish sufficient forces to ensure the prosecution of the Work in accordance with the Construction Schedule.

8.2.2 Performance during Working Hours. Work shall be performed during regular working hours except that in the event of an emergency or when required to complete the Work in accordance with job progress, work may be performed outside of regular working hours with the advance written consent of the Owner.

8.2.3 Labor Code Application. As provided in Article 3 (commencing at § 1810), Chapter 1, Part 7, Division 2 of the Labor Code, eight (8) hours of labor shall constitute a legal day's work. The time of service of any worker employed at any time by the Contractor or by any Subcontractor on any subcontract under this Contract, upon the work or upon any part of the work contemplated by this Contract, is limited and restricted to eight (8) hours during any one calendar day and forty (40) hours during any one calendar week, except as hereinafter provided. Notwithstanding the provision hereinabove set forth, work performed by employees of Contractors in excess of eight (8) hours per day and forty (40) hours during any one week shall be permitted upon this public work with compensation provided for all hours worked in excess of eight (8) hours per day at not less than one and one-half (1-1/2) times the basic rate of pay.

Contractor or subcontractor shall pay to the Owner a penalty of Twenty-five Dollars ($25.00) for each worker employed in the execution of this Contract by the Contractor, or by any Subcontractor, for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any calendar day and forty (40) hours in any one (1) calendar week,

in violation of the provisions of Article 3 (commencing at § 1810), Chapter 1, Part 7, Division 2 of the Labor Code, unless compensation for the workers so employed by Contractor is not less than one and one-half (1-1/2) times the basic rate of pay for all hours worked in excess of eight (8) hours per day.

8.3 PROGRESS AND COMPLETION - Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement the Contractor confirms that the Contract Time is a reasonable period for performing the Work. The Contractor shall not knowingly, except by agreement or instruction of the Owner, in writing, commence operations on the Site or elsewhere prior to the effective date of insurance required by Article 11 to be furnished by the Contractor. The date of commencement of the Work shall not be changed by the effective date of such insurance. The Contractor shall proceed expeditiously with adequate forces, labor, materials, equipment and management, and shall achieve Completion within the Contract Time.

8.4 EXTENSIONS OF TIME - LIQUIDATED DAMAGES

8.4.1 Excusable Delay. The Contractor shall not be charged for liquidated damages, as set forth in the Agreement, because of any delays in Completion of the Work due to acts of God, acts of public enemy, acts of Government, acts of the Owner or anyone employed by it, acts of another contractor in performance of a contract (other than this Contract) with the Owner, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, or delays of subcontractors due to such causes.

8.4.2 Notice by Contractor Required. The Contractor shall within ten (10) calendar days of beginning of any such delay (unless Owner grants in writing a further period of time to file such notice prior to the date of final payment under the Contract) notify the Owner in writing of causes of delay. Owner will then ascertain the facts and extent of the delay and grant an extension of time for Completing the Work when, in its judgment, the findings of fact justify such an extension. The Owner's findings of fact thereon shall be final and conclusive on the parties. Extensions of time shall apply only to that portion of the Work affected by the delay and shall not apply to other portions of the Work not so affected. The sole remedy of Contractor for extensions of time under paragraph 8.4.1 shall be an extension of the Contract Time at no cost to the Owner.

8.4.3 Compensable Delay (Time and Money). Compensable delays are those excusable delays (see above) for which Contractor is also entitled to monetary compensation. To be compensable, an excusable delay must be one for which the Owner is responsible, where the delay was unreasonable under the circumstances involved, and where the delay was not within the contemplation of the parties; ***however***, Contractor shall not be entitled to monetary compensation when (a) Contractor could have reasonably anticipated the delay and avoided or minimized the cost impacts of it, (b) there was a concurrent delay which does not qualify for monetary compensation under this paragraph, (c) the cause of the delay was reasonably unforeseen by the Owner or the delay was caused by factors beyond the control of the Owner; or (d) any other defense available to Owner under law or equity applies. Contractor has the burden

of proving that any delay was excusable and compensable, including an analysis that establishes non-concurrency.

8.4.4 Early Completion. Regardless of the cause therefore, the Contractor may not maintain any Claim or cause of action against the Owner for damages incurred as a result of its failure or inability to complete its Work in a shorter period than established in the Contract Documents.

8.4.5 Liquidated Damages. Failure to Complete the Work within the time and in the manner provided for by the Contract Documents shall subject the Contractor to liquidated damages, as described in the Agreement. For purposes of liquidated damages, the concept of substantial completion shall not constitute Completion and is not part of this agreement.

8.5 GOVERNMENT APPROVALS - Owner shall not be liable for any delays or damages related to the time required to obtain government approvals.

ARTICLE 9
PAYMENTS AND COMPLETION

9.1 CONTRACT SUM - The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

9.2 COST BREAKDOWN - On forms approved by the Owner within ten (10) days of the execution of the Agreement, the Contractor shall furnish a schedule of values and a list of all subcontractors and suppliers. The Owner shall review all submissions received in a timely manner. All submissions must be accepted by the Owner before becoming the basis of any payment.

9.3 APPLICATIONS FOR PAYMENT - On or before the fifth (5th) day of each calendar month during the progress of the portion of the Work for which payment is being requested, the Contractor shall submit to the Owner an itemized Application for Payment for operations completed in accordance with the Schedule of Values through the end of the previous calendar month. As the Contractor is required to order, obtain, and store materials and equipment sufficiently in advance of its Work at no additional cost or advance payment from Owner, to assure that there will be no delays, payment by the Owner for stored material shall be made only in unusual circumstances where the Owner specifically approves the payment in writing. The Contractor warrants that title to all work covered by an Application for Payment will pass to the Owner no later than the time of payment.

9.4 REVIEW OF PROGRESS PAYMENT - The Owner will, within seven (7) days after receipt of the Contractor's Application for Payment, either accept such payment or notify the Contractor in writing of the Owner's reasons for withholding acceptance in whole or in part. The review of the Contractor's Application for Payment by the Owner is based on the Owner's observations at the Site and the data comprising the Application for Payment whether the Work

has progressed to the point indicated and whether, to the best of the Owner's knowledge, information, and belief, the quality of the Work is in accordance with the Contract Documents.

9.5 DECISIONS TO WITHHOLD PAYMENT - The Owner may decide to withhold a progress or retention payment in whole, or in part, to the extent reasonably necessary to protect the Owner. In addition, the Owner may withhold payment, in whole, or in part, to such extent as may be necessary to protect the Owner from loss because of any acts or omissions by Contractor, including any rights to withhold mentioned in the Contract Documents or based on stop payment notices.

9.6 PROGRESS PAYMENTS - Progress payments shall be made in accordance with Public Contract Code sections 7201, 9203, and 20104.50. Owner shall retain five percent (5%) of any approved progress payment, except it may retain more if it makes special findings pursuant to Public Contract Code section 7201.

9.7 COMPLETION OF THE WORK - Upon receipt of the Contractor's request for final inspection, the Owner will make an inspection to determine whether the Work, or designated portion thereof, is Complete. If the Owner's inspection discloses any item which is not completed in accordance with the requirements of the Contract Documents, the Contractor shall, before Owner's issuance of the Notice of Completion, diligently complete or correct such item.

9.8 PARTIAL OCCUPANCY OR USE - Owner may occupy or use any completed or partially completed portion of the Work at any stage without accepting that work and without waiving rights to claim damages as to that work. The Owner and the Contractor shall agree in writing to the responsibilities assigned to each of them for payments, security, maintenance, heat, utilities, damage to the Work, insurance, the period for correction of the Work, and the commencement of warranties required by the Contract Documents.

9.9 ACCEPTANCE, NOTICE OF COMPLETION, AND FINAL PAYMENT - If the Owner's representatives find the Work fully performed under the Contract Documents, they shall so notify Contractor, who shall then submit to the Owner its final application for progress payment. After the Owner's representatives find the Work fully performed, the Owner's governing body should accept the Work as fully Complete. After Completion, the Owner may record a Notice of Completion with the County Recorder in accordance with Civil Code section 8182. Contractor shall, upon receipt of final progress payment from Owner, pay the amounts due Subcontractors. Owner shall pay the retainage pursuant to Public Contract Code section 7107. Any application for final progress payment shall be accompanied by the same details required for monthly progress payments. Acceptance of final progress payment shall constitute a waiver of Claims except for those previously identified in writing and identified by that payee as unsettled at the time of final payment.

9.10 SUBSTITUTION OF SECURITIES - In accordance with section 22300 of the Public Contract Code, the Owner will permit the substitution of securities for any retention monies withheld by the Owner to ensure performance under the Contract. At the request and expense of the Contractor, securities equivalent to the amount withheld shall be deposited with the Owner,

or with a state or federally chartered bank as the escrow agent, who shall then pay such retention monies to the Contractor. Upon Completion of the Contract, the securities shall be returned to the Contractor if Owner has no basis to withhold under the Contract Documents. Securities eligible for investment under this section shall include those listed in Government Code section 16430, bank or savings and loan certificates of deposit, interest-bearing, demand-deposit accounts, standby letters of credit, or any other security mutually agreed to by the Contractor and the Owner. The Contractor shall be the beneficial owner of any securities substituted for monies withheld and shall receive any interest thereon. Any escrow agreement used shall be substantially similar to the form set forth in Public Contract Code section 22300.

ARTICLE 10
PROTECTION OF PERSONS AND PROPERTY

10.1 SAFETY PRECAUTIONS AND PROGRAMS - The Contractor shall have responsibility for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract. Subcontractors have the responsibility for participating in, and enforcing, the safety and loss prevention programs established by the Contractor for the Work, which will cover all Work performed by the Contractor and its Subcontractors. Subcontractors shall promptly report in writing and by phone to the Contractor all accidents whatsoever arising out of, or in connection with, the performance of the Work, whether on or off the Site, which caused death, personal injury, or property damage, giving full details and statements of witnesses. The Contractor will provide and maintain at the Site first-aid supplies for minor injuries.

10.2 SAFETY OF PERSONS AND PROPERTY - The Contractor shall take reasonable precautions for the safety of, and shall provide reasonable protection to prevent damage, injury, or loss to: (A) Employees on the Work and other persons who may be affected thereby; (B) the Work, material, and equipment to be incorporated therein, whether in storage on or off the Site, under the care, custody, or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; and (C) other property at the Site or adjacent thereto such as trees, shrubs, lawns, walks, pavement, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction. The Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations, and lawful orders of public authorities bearing on the safety of persons or property or their protection from damage, injury, or loss.

The Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations, and notifying owners and users of adjacent Sites and utilities.

When use or storage of explosives, other hazardous materials or equipment, or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel. The Contractor shall notify the Owner any time that explosives or hazardous materials are expected to be stored on Site. Location of storage shall be coordinated with the Owner and local fire authorities.

At its own expense, Contractor shall comply with all fingerprinting requirements under law and Contract, including but not limited to the requirements of Education Code section 45125.2 and the Independent Contractor Student Contact Form which is part of the Contract. Contractor shall hold harmless, defend and indemnify the Owner under section 3.15 of these General Conditions, for any costs, including attorneys' fees, Owner incurs from Contractor's failure to comply.

10.3 PROTECTION OF WORK AND PROPERTY - The Contractor and Subcontractors shall continuously protect the Work, the Owner's property, and the property of others, from damage, injury, or loss until the earlier of formal acceptance of the Work or Completion of the Work. The Contractor and Subcontractors shall make good any such damage, injury, or loss, except such as may be solely due to, or caused by, agents or employees of the Owner.

The Contractor and the Subcontractors shall use only those ingress and egress routes designated by the Owner, observe the boundaries of the Site designated by the Owner, park only in those areas designated by the Owner, which areas may be on or off the Site, and comply with any parking control program established by the Owner such as furnishing license plate information and placing identifying stickers on vehicles.

10.4 EMERGENCIES - In an emergency affecting the safety of persons or property, the Contractor shall take any action necessary, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 7. The Contractor shall promptly report in writing to the Owner all accidents arising out of or in connection with the Work, which caused death, personal injury, or property damage, giving full details and statements of any witnesses. In addition, if death, serious personal injuries, or serious property damages are caused, the accident shall be reported immediately by telephone or messenger to the Owner.

10.5 HAZARDOUS MATERIALS - In the event the Contractor encounters or suspects the presence on the Site material reasonably believed to be asbestos, polychlorinated biphenyl (PCB), or any other material defined as being hazardous by section 25249.5 of the California Health and Safety Code, which (a) has not been rendered harmless, and (b) the handling or removal of which is not within the scope of the Work, the Contractor shall immediately stop work in the area affected and report the condition to the Owner and the Architect in writing, whether such material was generated by the Contractor, another contractor or the Owner.

ARTICLE 11
INSURANCE AND BONDS

11.1. CONTRACTOR'S LIABILITY INSURANCE

11.1.1 Liability Insurance Requirements. By the earlier of the deadline set forth in the Instructions to Bidders or the commencement of the Work and within limits acceptable to the Owner, the Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in California as admitted carriers with a financial rating of at least A+,

Class XII status as rated in the most recent edition of Best's Insurance Reports such commercial general liability insurance per occurrence for bodily injury, personal injury and property damage as set forth in the Agreement and automobile liability insurance per accident for bodily injury and property damage combined single limit as set forth in the Agreement, as will protect the Contractor from claims, which may arise out of or result from the Contractor's operations under the Contract and for which the Contractor may be legally liable, whether such operations are by the Contractor, by a Subcontractor, by Sub-subcontractor, by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. This insurance shall be subject to the approval of Owner, and Owner's approval shall not be unreasonably withheld. The Contractor shall require its Subcontractors and any Sub-subcontractors to take out and maintain similar public liability insurance and property damage insurance in like amounts.

Owner may partially or fully occupy and/or use the Project before acceptance of the entire Project by the Owner. All of contractor's required insurance must allow such occupancy and/or use without prior consent from insurer.

11.1.2 Additional Insured Endorsement Requirements. The Contractor shall name, on any policy of insurance, the Owner and the Architect as additional insureds.

11.1.3 Workers' Compensation Insurance. During the term of this Contract, the Contractor shall provide workers' compensation insurance for all of the Contractor's employees engaged in Work under this Contract on or at the Site and, in case any of the Contractor's Work is sublet, the Contractor shall require the Subcontractor to provide workers' compensation insurance for all the Subcontractor's employees engaged in Work under the subcontract.

11.1.4 Builder's Risk / "All Risk" Insurance. Unless provided by the Owner at Owner's sole discretion, Contractor, during the progress of the Work and until final acceptance of the Work by Owner upon Completion of the entire Contract, shall maintain Builder's Risk/Course-of-Construction insurance, issued on a completed value basis on all insurable Work included under the Contract Documents. This insurance shall be subject to the approval of Owner, and Owner's approval shall not be unreasonably withheld. This insurance shall insure against all risks, including but not limited to the following perils: vandalism, theft, malicious mischief, fire, sprinkler leakage, civil authority, sonic boom, explosion, collapse, flood, earthquake (for projects not solely funded through revenue bonds, limited to earthquakes equivalent to or under 3.5 on the Richter Scale in magnitude), wind, hail, lightning, smoke, riot or civil commotion, debris removal (including demolition) and reasonable compensation for the Architect's services and expenses required as a result of such insured loss. This insurance shall provide coverage in an amount not less than the full cost to repair, replace or reconstruct the Work. Such insurance shall include the Owner, the Architect, and any other person or entity with an insurable interest in the Work as an additional named insured.

11.1.5 Fire Insurance. Before the commencement of the Work, the Contractor shall procure, maintain, and cause to be maintained at the Contractor's expense, fire insurance on all Work included under the Contract Documents, insuring the full replacement value of such Work as well as the cost of any removal and demolition necessary to replace or repair all Work

damaged by fire. The amount of fire insurance shall be subject to approval by the Owner and shall be sufficient to protect the Work against loss or damage in full until the Work is accepted by the Owner. Should the Work being constructed be damaged by fire or other causes during construction, it shall be replaced in accordance with the requirements of the drawings and specifications without additional expense to the Owner.

11.1.6 Other Insurance. The Contractor shall provide all other insurance required to be maintained under applicable laws, ordinances, rules, and regulations. Such insurance shall be subject to the approval of Owner, and Owner's approval shall not be unreasonably withheld.

11.1.7 Proof of Carriage of Insurance. The Contractor shall not commence Work nor shall it allow any Subcontractor to commence Work under this Contract until all required insurance, certificates, and an Additional Insured Endorsement and Declarations Page have been obtained and delivered in duplicate to the Owner for approval, and such approval shall not be unreasonably withheld.

11.1.8 Compliance. In the event of the failure of any contractor to furnish and maintain any insurance required by this Article, the Contractor shall be in default under the Contract.

11.2 PERFORMANCE AND PAYMENT BONDS - Unless otherwise specified in the Contract Documents, prior to commencing any portion of the Work, the Contractor shall apply for and furnish Owner separate payment and performance bonds for its portion of the Work which shall cover 100% faithful performance of and payment of all obligations arising under the Contract Documents and/or guaranteeing the payment in full of all claims for labor performed and materials supplied for the Work. Only bonds executed by admitted Surety insurers as defined in Code of Civil Procedure section 995.120 shall be accepted. The surety insurers must, unless otherwise agreed to by Owner in writing, at the time of issuance of the bonds, have a rating not lower than "A-" as rated by A.M. Best Company, Inc. or other independent rating companies. Owner reserves the right to approve or reject the surety insurers selected by Contractor and to require Contractor to obtain bonds from surety insurers satisfactory to the Owner.

ARTICLE 12
UNCOVERING AND CORRECTION OF WORK

12.1 UNCOVERING OF WORK - If a portion of the Work is covered contrary to the Owner's request or to requirements specifically expressed in the Contract Documents, Contractor must, if required in writing by the Owner, uncover it for the Owner's observation and replace the removed work at the Contractor's expense without change in the Contract Sum or Time.

12.2 CORRECTION OF WORK; WARRANTY - The Contractor shall promptly correct the Work rejected by the Owner for failing to conform to the requirements of the Contract Documents, until the statutes of limitation (or repose) and all warranties have run, as applicable, and whether or not fabricated, installed or completed. The Contractor shall bear costs of correcting the rejected Work, including additional testing, inspections, and compensation for the Owner's expenses and costs incurred.

If, within one (1) year after Completion of the Work or within a longer time period for an applicable special warranty or guarantee required by the Contract Documents, any of the Work does not comply with the Contract Documents, the Contractor shall correct it after receipt of Owner's written notice to do so, unless the Owner has previously waived in writing such right to demand correction. Contractor shall correct the Work promptly, and passage of the applicable warranty period shall not release Contractor from its obligation to correct the Work if Owner provided the written notice within the applicable warranty period. Contractor's obligation to correct the warranty item continues until the correction is made. After the correction is made to Owner's satisfaction, a new warranty period of the same length as the original warranty period shall run on the corrected work. The obligations under this paragraph 12.2 shall survive acceptance of the Work under the Contract and termination of the Contract.

The Contractor shall remove from the Site portions of the Work which are not in accordance with the requirements of the Contract Documents and are not corrected by the Contractor or accepted by the Owner. If the Contractor fails to correct nonconforming Work within a reasonable time, the Owner may correct it in accordance with paragraph 2.4. The Contractor shall bear the cost of correcting destroyed or damaged construction of the Owner or separate contractors, whether completed or partially completed, caused by the Contractor's correction or removal of the nonconforming Work. Nothing in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations which the Contractor might have under the Contract Documents.

ARTICLE 13
MISCELLANEOUS PROVISIONS

13.1 GOVERNING LAW - The Contract shall be governed by the law of the place where the Project is located.

13.2 SUCCESSORS AND ASSIGNS - Owner shall, at Contractor's cost, timely notify Contractor of Owner's receipt of any third party claims relating to the Contract.

13.3 RIGHTS AND REMEDIES; NO WAIVER - Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law. No action or failure to act by the Inspector of Record, the Owner, or the Architect shall constitute a waiver of a right or duty afforded them under the Contract Documents, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed to in a written amendment to the Contract.

13.4 TESTS AND INSPECTIONS - Tests, inspections, and approvals of portions of the Work required by the Contract Documents will comply with Title 24, and with all other laws, ordinances, rules, regulations, or orders of public authorities having jurisdiction.

13.4.1 Independent Testing Laboratory. The Owner will select and pay an independent testing laboratory to conduct all tests and inspections, including shipping or

transportation costs or expenses (mileage and hours). Selection of the materials required to be tested shall be made by the laboratory or the Owner's representative and not by the Contractor. However, if Contractor requests that the Owner use a different testing laboratory and Owner chooses to approve such request, Contractor shall pay any additional shipping or transportation costs or expenses (mileage and hours). If Owner pays such additional costs or expenses instead of Contractor, then Owner may invoice such costs or expenses to the Contractor or withhold such costs or expenses from progress payments and/or retention.

13.4.2 Advance Notice to Inspector of Record. The Contractor shall notify the Inspector of Re-cord a sufficient time in advance of its readiness for required observation or inspection so that the Inspector of Record may arrange for same. The Contractor shall notify the Inspector of Record a sufficient time in advance of the manufacture of material to be supplied under the Contract Documents which must, by terms of the Contract Documents, be tested in order that the Inspector of Record may arrange for the testing of the material at the source of supply.

13.4.3 Testing Off-Site. Any material shipped by the Contractor from the source of supply, prior to having satisfactorily passed such testing and inspection or prior to the receipt of notice from said Inspector of Record that such testing and inspection will not be required, shall not be incorporated in the Work.

13.4.4 Additional Testing or Inspection. If the Inspector of Record, the Architect, the Owner, or public authority having jurisdiction determines that portions of the Work require additional testing, inspection, or approval not included under section 13.4, the Inspector of Record will, upon written authorization from the Owner, make arrangements for such additional testing, inspection, or approval. The Owner shall bear such costs except as provided in section 13.4.5.

13.4.5 Costs for Retesting. If such procedures for testing, inspection, or approval under sections 13.4, 13.4.1, 13.4.2 and 13.4.4 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, the Contractor shall bear all costs arising from such failure, including those of re-testing, re-inspection, or re-approval, including, but not limited to, compensation for the Architect's services and expenses. Any such costs shall be paid by the Owner, invoiced to the Contractor, and, among other remedies, can be withheld from progress payments and/or retention.

13.4.6 Costs for Premature Test. In the event the Contractor requests any test or inspection for the Project and is not completely ready for the inspection, the Contractor shall be invoiced by the Owner for all costs and expenses resulting from that testing or inspection, including, but not limited to, the Architect's fees and expenses, and the amount of the invoice can among other remedies, be withheld from progress payments and/or retention.

13.4.7 Tests or Inspections not to Delay Work. Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

13.5 TRENCH EXCAVATION - Pursuant to Labor Code section 6705, if the Contract Sum exceeds $25,000 and involves the excavation of any trench or trenches five (5) feet or more in depth, the Contractor shall, in advance of excavation, submit to the Owner or a registered civil or structural engineer employed by the Owner a detailed plan showing the design of shoring for protection from the hazard of caving ground during the excavation of such trench or trenches. If such plan varies from the Shoring System Standards established by the Construction Safety Orders, the plan shall be prepared by a registered civil or structural engineer, but in no case shall such plan be less effective than that required by the Construction Safety Orders. No excavation of such trench or trenches shall be commenced until said plan has been accepted by the Owner or by the person to whom authority to accept has been delegated by the Owner. Pursuant to Labor Code section 6705, nothing in this Article shall impose tort liability upon the Owner or any of its employees.

13.6 DEBARMENT - Pursuant to Public Contract Code section 6109, no contractor or subcontractor may perform work on a public works project if ineligible to perform work on the project pursuant to section 1777.1 of the Labor Code.

13.7 ASSIGNMENT OF ANTITRUST CLAIMS - Pursuant to Public Contract Code section 7103.5 and Government Code section 4552, in entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the Contractor or Subcontractor offers and agrees to assign to the Owner all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act, (15 U.S.C. § 15) or under the Cartwright Act (Chapter 2 [commencing with § 16700] of Part 2 of Division 7 of the Bus. & Prof. Code), arising from the purchase of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final progress payment to the Contractor, without further acknowledgment by the parties.

13.8 AUDIT - Contractor's Contract books, records and files shall be subject to audit and examination under Government Code section 8546.7 and any amendments thereto.

13.9 STORM WATER DISCHARGE PERMIT - If applicable, the Contractor shall file a Notice of Intent to comply with the terms of the general permit to discharge storm water associated with construction activity (WQ Order No. 920-08-DWQ) prior to the start of any construction activity.

ARTICLE 14
TERMINATION OR SUSPENSION OF THE CONTRACT

14.1 TERMINATION BY THE CONTRACTOR FOR CAUSE - Contractor may not terminate for convenience. Contractor may only terminate for cause if the Work is stopped by others for a period of one hundred eighty (180) consecutive days through no act or fault of the Contractor, a Subcontractor of any tier, their agents or employees, or any other persons performing portions of the Work for whom the Contractor is contractually responsible, **and** the Work was stopped by others for one of the following reasons: (A) Issuance of an order of a court or other public authority having jurisdiction which requires Owner to stop all Work; or (B)

an act of government, such as a declaration of national emergency, making material unavailable which requires Owner to stop all Work. If such grounds exist, the Contractor may serve written notice of such grounds on Owner and demand a meet-and-confer conference to negotiate a resolution in good faith within twenty (20) days of Owner's receipt of such notice. If such conference does not lead to resolution and the grounds for termination still exist, Contractor may terminate the Contract and recover from the Owner payment for Work executed and for reasonable verified costs with respect to materials, equipment, tools, construction equipment, and machinery, including reasonable overhead, profit, and damages for the Work executed, but excluding overhead (field and home office) and profit for (i) Work not performed and (ii) the period of time that the Work was stopped.

14.2 TERMINATION BY THE OWNER FOR CAUSE

14.2.1 Grounds for Termination. The Owner may terminate the Contract if the Contractor:

A. Refuses or fails to supply enough properly skilled workers or proper materials, or refuses or fails to take steps to adequately prosecute the Work toward Completion within the Contract Time;

B. Fails to make payment to Subcontractors for materials or labor in accordance with Public Contract Code section 10262 or Business and Professions Code section 7108.5, as applicable;

C. Violates Labor Code section1771.1(a), subject to the provisions of Labor Code section 1771.1(f);

D. Disregards laws, ordinances, rules, regulations, or orders of a public authority having jurisdiction; or

E. Otherwise is in breach of the Contract Documents.

14.2.2 Notification of Termination. When any of the above reasons exist, the Owner may, without prejudice to any other rights or remedies of the Owner, give notice to Contractor of the grounds for termination and demand cure of the grounds within seven (7) days (a "Notice of Intent to Terminate"). If Contractor fails to either (a) completely cure the grounds for termination within seven (7) days or (b) reasonably commence cure of the grounds for termination within seven (7) days and reasonably continue to cure the grounds for termination until such cure is complete, then Owner may terminate the Contract effective immediately upon service of written Notice of Termination and may, subject to any prior rights of Contractor's surety on the performance bond ("Surety"):

A. Take possession of the Site and of all material, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;

B. Accept assignment of subcontracts pursuant to section 5.4; and

C. Complete the Work by whatever reasonable method the Owner may deem expedient.

14.2.3 Payments Withheld. If the Owner terminates the Contract for one of the reasons stated in section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is Complete.

14.2.4 Payments upon Completion. If the unpaid balance of the Contract Sum exceeds costs of Completing the Work, including compensation for professional services and expenses made necessary thereby, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the Owner. This payment obligation shall survive Completion of the Contract.

14.2.5 Inclusion of Termination for Convenience. Any purported termination by Owner for cause under this section 14.2, which is revoked or determined to not have been for cause, shall be deemed to have been a termination for convenience effective as of the same date as the purported termination for cause.

14.3 SUSPENSION OR TERMINATION BY THE OWNER FOR CONVENIENCE

14.3.1 Suspension by Owner. The Owner may, without cause, order the Contractor in writing to suspend, delay, or interrupt the Work in whole or in part for such period of time as the Owner may determine.

14.3.1.1 Adjustments. An adjustment shall be made for increases in the cost of performance of the Contract, including profit on the increased cost of performance caused by suspension, delay, or interruption. No adjustment shall be made to the extent:

A. That performance is, was or would have been so suspended, delayed, or interrupted by another cause for which the Contractor is responsible; or

B. That an equitable adjustment is made or denied under another provision of this Contract.

14.3.1.2 Adjustments for Fixed Cost. Adjustments made in the cost of performance may have a mutually agreed fixed or percentage fee.

14.3.2 Termination by the Owner for Convenience.

14.3.2.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

14.3.2.2 Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall:

1. Cease operations as directed by the Owner in the notice;

2. Take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and

3. Except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

14.3.2.3 In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination.

14.4 NOT A WAIVER - Any suspension or termination by Owner for convenience or cause under this Article 14 shall not act as a waiver of any claims by Owner against Contractor or others for damages based on breach of contract, negligence or other grounds.

14.5 MUTUAL TERMINATION FOR CONVENIENCE - The Contractor and the Owner may mutually agree in writing to terminate this Contract for convenience. The Contractor shall receive payment for all Work performed to the date of termination in accordance with the provisions of Article 9.

14.6 EARLY TERMINATION - Notwithstanding any provision herein to the contrary, if for any fiscal year of this Contract the governing body of the Owner fails to appropriate or allocate funds for future periodic payments under the Contract after exercising reasonable efforts to do so, the Owner may upon thirty (30) days' notice, order work on the Project to cease. The Owner will remain obligated to pay for the work already performed but shall not be obligated to pay the balance remaining unpaid beyond the fiscal period for which funds have been appropriated or allocated and for which the work has not been done.

NON-COLLUSION DECLARATION
(Public Contract Code § 7106)

Owner: Western Placer Unified School District

Project: ENERGY EFFICIENCY PROJECT
CARLIN C. COPPIN ELEMENTARY SCHOOL
CREEKSIDE OAKS ELEMENTARY SCHOOL
FIRST STREET ELEMENTARY SCHOOL
GLEN EDWARDS MIDDLE SCHOOL
LINCOLN HIGH SCHOOL
LINCOLN, PLACER COUNTY, CALIFORNIA

The undersigned declares:

I am the [TITLE] of [COMPANY], the party making a bid proposal ("bid") on the above-referenced Project. The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____, 2017, at [CITY], California.

_____
[Name]

FINGERPRINTING NOTICE AND ACKNOWLEDGMENT

(Education Code Section 45125.2(a))

Business entities entering into contracts with the Owner for the construction, reconstruction, rehabilitation or repair of a facility must comply with Education Code sections 45125.1 and 45125.2. Such entities are responsible for ensuring full compliance with the law and should therefore review all applicable statutes and regulations. The following information is provided simply to assist such entities with compliance with the law.

1. If the Owner determines your employee(s) will have more than limited contact with students, then you must take one or more of the following steps:

   a. Install a physical barrier at the worksite to limit contact with pupils.

   b. Have an employee, who the Department of Justice has ascertained has not been convicted of a violent or serious felony, continually monitor and supervise employees. The entity shall verify in the Independent Contractor Student Contact Form to the Owner that the employee charged with monitoring and supervising its employees has no such convictions. *(See attached.)*

   c. Arrange, with Owner's approval, for surveillance by Owner's personnel.

If one or more of these steps is taken, you are not required to comply with Education Code section 45125.1.

2. If you are providing the services in an emergency or exceptional situation, you are not required to comply with Education Code section 45125.2. An "emergency or exceptional" situation is one in which pupil health or safety is endangered or when repairs are needed to make a facility safe and habitable. Owner shall determine whether an emergency or exceptional situation exists.

I have read the foregoing and agree to comply with the requirements of Education Code §§ 45125.1 and 45125.2 as applicable.

Dated: _____, 2017

_____
Signature

Name: _____

Title: _____

ATTACHMENT

Under Education Code section 45125.1, no employee of a contractor or subcontractor who has been convicted of or has criminal proceedings pending for a violent or serious felony may come into contact with any student. A violent felony is any felony listed in Penal Code section 667.5(c). Those violent felonies are presently defined as:

(1) Murder or voluntary manslaughter; (2) Mayhem; (3) Rape as defined in paragraph (2) or (6) of subdivision (a) of Section 261 or paragraph (1) or (4) of subdivision (a) of Section 262; (4) Sodomy as defined in subdivision (c) or (d) of Section 286; (5) Oral copulation as defined in subdivision (c) or (d) of Section 288a; (6) Lewd or lascivious act as defined in subdivision (a) or (b) of Section 288; (7) Any felony punishable by death or imprisonment in the state prison for life; (8) Any felony in which the defendant inflicts great bodily injury on any person other than an accomplice which has been charged and proved as provided for in Section 12022.7, 12022.8, or 12022.9 on or after July 1, 1977, or as specified prior to July 1, 1977, in Sections 213, 264, and 461, or any felony in which the defendant uses a firearm which use has been charged and proved as provided in subdivision (a) of Section 12022.3, or Section 12022.5 or 12022.55; (9) Any robbery; (10) Arson, in violation of subdivision (a) or (b) of Section 451; (11) Sexual penetration as defined in subdivision (a) or (j) of Section 289; (12) Attempted murder; (13) A violation of Section 18745, 18750, or 18755; (14) Kidnapping; (15) Assault with the intent to commit a specified felony, in violation of Section 220; (16) Continuous sexual abuse of a child, in violation of Section 288.5; (17) Carjacking, as defined in subdivision (a) of Section 215; (18) Rape, spousal rape, or sexual penetration, in concert, in violation of Section 264.1; (19) Extortion, as defined in Section 518, which would constitute a felony violation of Section 186.22 of the Penal Code; (20) Threats to victims or witnesses, as defined in Section 136.1, which would constitute a felony violation of Section 186.22 of the Penal Code; (21) Any burglary of the first degree, as defined in subdivision (a) of Section 460, wherein it is charged and proved that another person, other than an accomplice, was present in the residence during the commission of the burglary; (22) Any violation of Section 12022.53; and (23) A violation of subdivision (b) or (c) of Section 11418.

A serious felony is any felony listed in Penal Code section 1192.7(c). Those serious felonies are presently defined as:

(1) Murder or voluntary manslaughter; (2) Mayhem; (3) Rape; (4) Sodomy by force, violence, duress, menace, threat of great bodily injury, or fear of immediate and unlawful bodily injury on the victim or another person; (5) Oral copulation by force, violence, duress, menace, threat of great bodily injury, or fear of immediate and unlawful bodily injury on the victim or another person; (6) Lewd or lascivious act on a child under the age of 14 years; (7) Any felony punishable by death or imprisonment in the state prison for life; (8) Any felony in which the defendant personally inflicts great bodily injury on any person, other than an accomplice, or any felony in which the defendant personally uses a firearm; (9) Attempted murder; (10) Assault with intent to commit rape, or robbery; (11) Assault with a deadly weapon or instrument on a peace officer; (12) Assault by a life prisoner on a non-inmate; (13) Assault with a deadly weapon by an inmate; (14) Arson; (15) Exploding a destructive device or any explosive with intent to injure; (16) Exploding a destructive device or any explosive causing bodily injury, great bodily injury, or mayhem; (17) Exploding a destructive device or any explosive with intent to murder; (18) Any burglary of the first degree; (19) Robbery or bank robbery; (20) Kidnapping; (21) Holding of a hostage by a person confined in a state prison; (22) Attempt to commit a felony punishable by death or imprisonment in the state prison for life; (23) Any felony in which the defendant personally used a dangerous or deadly weapon; (24) Selling, furnishing, administering, giving, or offering to sell, furnish, administer, or give to a minor any heroin, cocaine, phencyclidine (PCP), or any methamphetamine-related drug, as described in paragraph (2) of subdivision (d) of Section 11055 of the Health and Safety Code, or any of the precursors of methamphetamines, as described in subparagraph (A) of paragraph (1) of subdivision (f) of Section 11055 or subdivision (a) of Section 11100 of the Health and Safety Code; (25) Any violation of subdivision (a) of Section 289 where the act is accomplished against the victim's will by force, violence, duress, menace, or fear of immediate and unlawful bodily injury on the victim or another person; (26) Grand theft involving a firearm; (27)carjacking; (28) any felony offense, which would also constitute a felony violation of Section 186.22; (29) assault with the intent to commit mayhem, rape, sodomy, or oral copulation, in violation of Section 220; (30) throwing acid or flammable substances, in violation of Section 244; (31) assault with a deadly weapon, firearm, machine gun, assault weapon, or semiautomatic firearm or assault on a peace officer or firefighter, in violation of Section 245; (32) assault with a deadly weapon against a public transit employee, custodial officer, or school employee, in violation of Sections 245.2, 245.3, or 245.5; (33) discharge of a firearm at an inhabited dwelling, vehicle, or aircraft, in violation of Section 246; (34) commission of rape or sexual penetration in concert with another person, in violation of Section 264.1; (35) continuous sexual abuse of a child, in violation of Section 288.5; (36) shooting from a vehicle, in violation of subdivision (c) or (d) of Section 26100; (37) intimidation of victims or witnesses, in violation of Section 136.1; (38) criminal threats, in violation of Section 422; (39) any attempt to commit a crime listed in this

subdivision other than an assault; (40) any violation of Section 12022.53; (41) a violation of subdivision (b) or (c) of Section 11418; and (42) any conspiracy to commit an offense described in this subdivision.

INDEPENDENT CONTRACTOR STUDENT CONTACT FORM

Contractor Name: _____
Supervisor/Foreman Name: _____
Start Date: _____
Completion Date: _____
Location of Work: _____
Hours of Work: _____
Length of Time on Grounds: _____
Number of Employees on the Job: _____

Yes No

[ ] [ ] Employees will have more than limited contact with students as determined by Owner, or if by Contractor, please explain: _____
_____
_____

If yes, the following steps will be taken to ensure student safety (check):

[ ] A physical barrier will be installed at the worksite to limit contact with pupils.

[ ] Employees will be continually monitored and supervised by an employee who has not been convicted of a violent or serious felony.

Name of Supervising Employee: _____

Date of Department of Justice verification that supervising employee has not been convicted of a violent or serious felony: _____
_____

Name of employee who is the custodian of the Department of Justice verification information:

_____

[ ] Owner agrees: Employees will be surveilled by Owner's personnel.

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge.

Dated: _____, 2017 Signature: _____

Typed Name: _____

Title: _____

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WORKERS' COMPENSATION CERTIFICATE
(Labor Code § 3700)

California Labor Code section 3700, in relevant part, provides:

> *"Every employer except the state shall secure the payment of compensation in one or more of the following ways:*
>
> *(a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state.*
>
> *(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer or as one employer in a group of employers. Said certificate may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees, ... "*

I am aware of the provisions of the Labor Code section 3700 which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract. I shall supply the Owner with certificates of insurance evidencing that Workers' Compensation Insurance is in effect and providing that the Owner will receive thirty (30) days' notice of cancellation.

_____
Name of Contractor

_____
Signature

_____ _____
Print Name Date

(In accordance with Article 5 (commencing at section 1860), Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the Owner before performing any work under the contract.

DRUG-FREE WORKPLACE CERTIFICATION

(Government Code §§ 8350 et. seq.)

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

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

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

(b) Establishing a drug-free awareness program to inform employees about all of the following:
(1) The dangers of drug abuse in the workplace;
(2) The person's or organization's policy of maintaining a drug-free workplace;
(3) The availability of drug counseling, rehabilitation and employee-assistance programs;
(4) The penalties that may be imposed upon employees for drug abuse Violations;

(c) Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required by subdivision (a) and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

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

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

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

_____
Name of Contractor

_____
Signature

_____
Print Name

STATE OF CALIFORNIA
CALIFORNIA ENERGY COMMISSION
Proposition 39 Program
Energy Expenditure Plan Report

APPLICATION APPROVED

August 25, 2017

Submission

ID 2512

Tier: 3
Expenditure Plans this Fiscal Year: 2017-18
Submittal Option: Multiple-Year (bundled) Award Expenditure Plan

Grant Amount Requested: $1,427,559.00
Grant Balance Available: $1,475,535.00

Energy Planning Reservation Information

Did you request Energy Planning Funds? (If no, move on to next section): Yes

Budget for Screening and Energy Audits:	$47,976.00	Amount Spent for Screening and Audits:	$47,976.00
Budget for Proposition 39 Program Assistance:		Amount Spent for Program Assistance:	
Budget for Energy Manager:		Amount Spent for Energy Manager:	
Budget for Training Totals:		Amount Spent for Training:	
Totals:	$47,976.00	Totals:	$47,976.00

Energy Manager and Training

Are you hiring an Energy Manager with Funds Requested in this Expenditure Plan? No
Are you using Proposition 39 funds for energy related training costs? No

Amount Requesting for Energy Manager:
Amount Requesting for Training:

Summary of Schools/Sites

	Total Project Cost	Proposition 39 Share	
Estimated Totals:	$1,709,911.00	$1,427,559.00	Summation is for 5 Schools

Job Creation Benefits Estimation

Type of Project	*Budget*	*Estimated Direct Job-Years Created*
Energy Efficiency	$1,427,559.00	7.99
Renewable Generation		
Distributed Energy		
		Total: 7.99

Please list any state-certified apprenticeship programs being used:

Apprenticeship Information	*Budget*	*Estimated Apprenticeship Job-Years Created*

Will this project be subject to a community benefits agreement, community workforce agreement, or other mechanism that defines project co-benefits?

Other Trainee Position Title	*Estimated Other Trainee Jobs Created*
	Total:

Self-Certifications

Yes The LEA followed the Proposition 39 Guidelines regarding Eleigible Energy Project Prioritization Considerations.
Yes The LEA followed the guidelines regarding Sequencing of Facility Improvements
Yes The LEA commits to use the funds for the eligible energy project(s) approved in its energy expenditure plan.
Yes The LEA commits that the information included in the application is true and correct based to the best of the LEA's knowledge.
Yes The LEA commits that all California Environmental Quality Act (CEQA) requirements are completed.
Yes The LEA will obtain DSA project approval as applicable pursuant to California Code Regulations, Title 14.
Yes The LEA acknowledges that the expenditures are subject to financial audit requirements
Yes The LEA commits to complying with all reporting requirements.

Authorized Representative: Stanley Brandl Date: 7/27/2017 Version 6

Applicant Information

Local Education Agency Name: Western Placer Unified
LEA CDS Code: 31669510000000
Mailing Address: 600 Sixth Street, Suite 400
City: Lincoln
Zip Code: 95648-1825

LEA Authorized Representative

Name: Stanley Brandl
Title: Maintenance & Operations Director
Phone: 9164345000
Email: sbrandl@wpusd.k12.ca.us

Project Manager

Name: Matt Delp
Title: Project Development Manager
Phone: 5184060734
Email: mdelp@smartwattinc.com

STATE OF CALIFORNIA
CALIFORNIA ENERGY COMMISSION
Prop. 39 Energy Expenditure Plan System
Energy Expenditure Plan Report
August 25, 2017 - Page 1 of 6

Site Information

Project Start Date: 6/20/2018
Completion Date: 8/20/2018
Local Education Agency: Western Placer Unified
LEA CDS Code: 31669510000000

School or Site Information

School/Site Name: Carlin C. Coppin Elementary
School/Site CDS Code: 31669516085252
School/Site Mailing Address: 150 12th St.
City: Lincoln
Zip Code: 95648-2058

Energy Efficiency Project Summary

Measure Savings Source: CEC calculator
Proposition 39 Share to be used for Measure Implementation ($): $187,307.00

Benchmarking

Square Footage of School/Site: 49,689
Average Peak Demand (kW):
Total Annual Electric Use (kWh): 442,285
Total Annual Electric Charges ($): $97,405.00
Total Annual Gas Use (therms): 7,467
Total Annual Gas Charges ($): $7,043.00
Total Annual Propane Use (gals):
Total Annual Propane Charges ($):
Total Annual Fuel Oil Use (gals):
Total Annual Fuel Oil Charges ($):
Energy Bill Fiscal Year: 2015-16
Electric Utility: PG&E
Electric Utility Account #: 5637190602-7
Gas Utility: PG&E
Gas Utility Account #: 4611662287-2

Reminder: If the School/Site includes leased facilities, please include Building Owner Certification in backup documentation.

Energy Use Intensity Calculator					
Electricity		Natural Gas		Other Fuels	
	W/SF	.15	Therms/SF		Gals/SF
8.90	kWh/SF	$.14	Cost/SF		Cost/SF
$1.96	Cost/SF				
Energy Costs/SF/Year:		$2.10	Energy Use(Kbtu)/SF/Year:		110.41

Version 6

Energy Efficiency Measure	Description	Demand Savings (kW)	Annual Electric Savings	Annual Nat. Gas Savings	Annual Propane Savings	Annual Fuel Oil Savings	Annual Energy Cost Savings ($)	Measure Cost ($)	Rebates and Grants ($)	EEM SIR
HVAC- Packaged/Split System AC/Heat Pump/VRF	Replace 17 heat pumps with new high efficiency EER 11 heat pump units.		39,450				$8,679.00	$187,307.00		1.02

Site Project Summary

Total Demand Savings:
Total Annual Electric Savings: 39,450
Total Annual Natural Gas Savings:
Total Annual Propane Savings:
Total Annual Fuel Oil Savings:
Total Annual Cost Savings: $8,679.00
Total Project Cost: $187,307.00
Total Rebates:
Total Prop 39 Share: $187,307.00
Savings-to-Investment Ratio (SIR): 1.02
Total Cost Paid Under PPA:

STATE OF CALIFORNIA
CALIFORNIA ENERGY COMMISSION
Prop. 39 Energy Expenditure Plan System
Energy Expenditure Plan Report
August 25, 2017 - Page 1 of 6

Site Information

Project Start Date: 6/20/2018
Completion Date: 8/20/2018
Local Education Agency: Western Placer Unified
LEA CDS Code: 31669510000000

School or Site Information

School/Site Name: Creekside Oaks Elementary
School/Site CDS Code: 31669516098610
School/Site Mailing Address: 2030 First St.
City: Lincoln
Zip Code: 95648-2173

Energy Efficiency Project Summary

Measure Savings Source: CEC calculator
Proposition 39 Share to be used for Measure Implementation ($): $476,566.00

Benchmarking

Square Footage of School/Site: 47,630
Average Peak Demand (kW):
Total Annual Electric Use (kWh): 363,535
Total Annual Electric Charges ($): $78,694.00
Total Annual Gas Use (therms): 1
Total Annual Gas Charges ($): $164.00
Total Annual Propane Use (gals):
Total Annual Propane Charges ($):
Total Annual Fuel Oil Use (gals):
Total Annual Fuel Oil Charges ($):
Energy Bill Fiscal Year: 2015-16
Electric Utility: PG&E
Electric Utility Account #: 5637190602-7
Gas Utility: PG&E
Gas Utility Account #: 0154989208-9

Reminder: If the School/Site includes leased facilities, please include Building Owner Certification in backup documentation.

Energy Use Intensity Calculator					
Electricity		Natural Gas		Other Fuels	
	W/SF		Therms/SF		Gals/SF
7.63	kWh/SF		Cost/SF		Cost/SF
$1.65	Cost/SF				
Energy Costs/SF/Year:	$1.66	Energy Use(Kbtu)/SF/Year:		81.79	

Version 6

Energy Efficiency Measure	Description	Demand Savings (kW)	Annual Electric Savings	Annual Nat. Gas Savings	Annual Propane Savings	Annual Fuel Oil Savings	Annual Energy Cost Savings ($)	Measure Cost ($)	Rebates and Grants ($)	EEM SIR
HVAC- Packaged/Split System AC/Heat Pump/VRF	Replace 15 packaged units with new high efficiency SEER 14 packaged units.		28,717				$6,208.00	$157,041.00		.83
HVAC- Packaged/Split System AC/Heat Pump/VRF	Replace 29 heat pumps with new high efficiency EER 11 heat pump units.		62,174				$13,440.00	$319,525.00		.96

Site Project Summary

Total Demand Savings
Total Annual Electric Savings: 90,891
Total Annual Natural Gas Savings
Total Annual Propane Savings
Total Annual Fuel Oil Savings
Total Annual Cost Savings: $19,648.00
Total Project Cost: $476,566.00
Total Rebates
Total Prop 39 Share: $476,566.00
Savings-to-investment Ratio (SIR): .95
Total Cost Paid Under PPA

STATE OF CALIFORNIA
CALIFORNIA ENERGY COMMISSION
Prop. 39 Energy Expenditure Plan System
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Site Information

Project Start Date: 6/20/2018
Completion Date: 8/20/2018
Local Education Agency: Western Placer Unified
LEA CDS Code: 31669510000000

School or Site Information

School/Site Name: First Street
School/Site CDS Code: 31669516117493
School/Site Mailing Address: 1400 First St.
City: Lincoln
Zip Code: 95648-1688

Energy Efficiency Project Summary

Measure Savings Source: CEC calculator
Proposition 39 Share to be used for Measure Implementation ($): $278,890.00

Benchmarking

Square Footage of School/Site: 36,960
Average Peak Demand (kW):
Total Annual Electric Use (kWh): 288,158
Total Annual Electric Charges ($): $64,060.00
Total Annual Gas Use (therms):
Total Annual Gas Charges ($):
Total Annual Propane Use (gals):
Total Annual Propane Charges ($):
Total Annual Fuel Oil Use (gals):
Total Annual Fuel Oil Charges ($):
Energy Bill Fiscal Year: 2015-16
Electric Utility: PG&E
Electric Utility Account #: 5637190602-7
Gas Utility:
Gas Utility Account #:

Reminder: If the School/Site includes leased facilities, please include Building Owner Certification in backup documentation.

Energy Use Intensity Calculator					
Electricity		Natural Gas		Other Fuels	
	W/SF		Therms/SF		Gals/SF
7.80	kWh/SF		Cost/SF		Cost/SF
$1.73	Cost/SF				
Energy Costs/SF/Year:	$1.73	Energy Use(Kbtu)/SF/Year:		83.55	

Version 6

Energy Efficiency Measure	Description	Demand Savings (kW)	Annual Electric Savings	Annual Nat. Gas Savings	Annual Propane Savings	Annual Fuel Oil Savings	Annual Energy Cost Savings ($)	Measure Cost ($)	Rebates and Grants ($)	EEM SIR
HVAC- Packaged/Split System AC/Heat Pump/VRF	Replace 32 heat pumps with new high efficiency EER 11 heat pump units.		72,039				$15,990.00	$352,578.00	$73,688.00	1.29

Site Project Summary

Total Demand Savings:
Total Annual Electric Savings: 72,039
Total Annual Natural Gas Savings:
Total Annual Propane Savings:
Total Annual Fuel Oil Savings:
Total Annual Cost Savings: $15,990.00
Total Project Cost: $352,578.00
Total Rebates:
Total Prop 39 Share: $278,890.00
Savings-to-Investment Ratio (SIR): 1.29
Total Cost Paid Under PPA:

STATE OF CALIFORNIA
CALIFORNIA ENERGY COMMISSION
Prop. 39 Energy Expenditure Plan System
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Site Information

Project Start Date: 6/20/2018
Completion Date: 8/20/2018
Local Education Agency: Western Placer Unified
LEA CDS Code: 31669510000000

School or Site Information

School/Site Name: Glen Edwards Middle
School/Site CDS Code: 31669516108351
School/Site Mailing Address: 204 L St.
City: Lincoln
Zip Code: 95648-1674

Energy Efficiency Project Summary

Measure Savings Source: CEC calculator
Proposition 39 Share to be used for Measure Implementation ($): $330,543.00

Benchmarking

Square Footage of School/Site: 66,190
Average Peak Demand (kW):
Total Annual Electric Use (kWh): 617,482
Total Annual Electric Charges ($): $125,926.00
Total Annual Gas Use (therms): 8,880
Total Annual Gas Charges ($): $8,209.00
Total Annual Propane Use (gals):
Total Annual Propane Charges ($):
Total Annual Fuel Oil Use (gals):
Total Annual Fuel Oil Charges ($):
Energy Bill Fiscal Year: 2015-16
Electric Utility: PG&E
Electric Utility Account #: 5637190602-7
Gas Utility: PG&E
Gas Utility Account #: 0861654183-8

Reminder: If the School/Site includes leased facilities, please include Building Owner Certification in backup documentation.

Energy Use Intensity Calculator					
Electricity		Natural Gas		Other Fuels	
	W/SF	.13	Therms/SF		Gals/SF
9.33	kWh/SF	$.12	Cost/SF		Cost/SF
$1.90	Cost/SF				
Energy Costs/SF/Year:		$2.03	Energy Use(Kbtu)/SF/Year:		113.38

Version 6

Energy Efficiency Measure	Description	Demand Savings (kW)	Annual Electric Savings	Annual Nat. Gas Savings	Annual Propane Savings	Annual Fuel Oil Savings	Annual Energy Cost Savings ($)	Measure Cost ($)	Rebates and Grants ($)	EEM SIR
HVAC- Packaged/Split System AC/Heat Pump/VRF	Replace 30 heat pumps with new high efficiency EER 11 heat pump units.		76,356				$15,550.00	$330,543.00		1.03

Site Project Summary

Total Demand Savings:
Total Annual Electric Savings: 76,356
Total Annual Natural Gas Savings:
Total Annual Propane Savings:
Total Annual Fuel Oil Savings:
Total Annual Cost Savings: $15,550.00
Total Project Cost: $330,543.00
Total Rebates:
Total Prop 39 Share: $330,543.00
Savings-to-investment Ratio (SIR): 1.03
Total Cost Paid Under PPA:

STATE OF CALIFORNIA
CALIFORNIA ENERGY COMMISSION
Prop. 39 Energy Expenditure Plan System
Energy Expenditure Plan Report

Site Information

Project Start Date: 1/20/2016
Completion Date: 8/20/2018
Local Education Agency: Western Placer Unified
LEA CDS Code: 31669510000000

School or Site Information

School/Site Name: Lincoln High
School/Site CDS Code: 31669513134657
School/Site Mailing Address: 790 J St.
City: Lincoln
Zip Code: 95648-1614

Energy Efficiency Project Summary

Measure Savings Source: CEC calculator
Proposition 39 Share to be used for Measure Implementation ($): $154,253.00

Benchmarking

Square Footage of School/Site: 143,881
Average Peak Demand (kW):
Total Annual Electric Use (kWh): 1,331,480
Total Annual Electric Charges ($): $269,742.00
Total Annual Gas Use (therms): 18,949
Total Annual Gas Charges ($): $11,085.00
Total Annual Propane Use (gals):
Total Annual Propane Charges ($):
Total Annual Fuel Oil Use (gals):
Total Annual Fuel Oil Charges ($):
Energy Bill Fiscal Year: 2015-16
Electric Utility: PG&E
Electric Utility Account #: 5637190602-7
Gas Utility: PG&E
Gas Utility Account #: 5637190602-7, 7273624367-5

Reminder: If the School/Site includes leased facilities, please include Building Owner Certification in backup documentation.

Energy Use Intensity Calculator					
Electricity		Natural Gas		Other Fuels	
	W/SF	.12	Therms/SF		Gals/SF
9.25	kWh/SF	$.08	Cost/SF		Cost/SF
$1.87	Cost/SF				
Energy Costs/SF/Year:		$1.95	Energy Use(Kbtu)/SF/Year:		110.95

Version 6

Energy Efficiency Measure	Description	Demand Savings (kW)	Annual Electric Savings	Annual Nat. Gas Savings	Annual Propane Savings	Annual Fuel Oil Savings	Annual Energy Cost Savings ($)	Measure Cost ($)	Rebates and Grants ($)	EEM SIR
Lighting- Interior Fixture Retrofit	Retrofit 1006 2x4 Troffers with LED Troffers Using PGE Rebates and CCC Labor		98,438				$19,635.00	$208,664.00	$208,664.00	######
HVAC- Packaged/Split System AC/Heat Pump/VRF	Replace 14 heat pumps with new high efficiency EER 11 heat pump units.		35,314				$7,152.00	$154,253.00		1.02

Site Project Summary

Total Demand Savings
Total Annual Electric Savings: 133,752
Total Annual Natural Gas Savings
Total Annual Propane Savings
Total Annual Fuel Oil Savings
Total Annual Cost Savings: $26,787.00
Total Project Cost: $362,917.00
Total Rebates
Total Prop 39 Share: $154,253.00
Savings-to-Investment Ratio (SIR): 3.57
Total Cost Paid Under PPA