

MUROC JOINT UNIFIED SCHOOL DISTRICT REGULAR BOARD MEETING

District Board Room

Richard B. Lynch Educational Center

17100 Foothill Avenue ♦ North Edwards, CA 93523

BOARD OF TRUSTEES

Sherman Burkhead Jr., President

Matt Carter, Clerk

Deandra Gelardo, Member

SUPERINTENDENT

Kevin D. Cordes

STUDENT BOARD MEMBERS

Anne Cordes, Boron High School

Lauren Ribancos, Desert High School

BOARD MEETING AGENDA

Wednesday, December 11, 2019 - 5:00 p.m.

CALL TO ORDER

FLAG SALUTE

APPROVAL OF AGENDA

PUBLIC COMMENTS

At this time, the public may address the Board on any matter pertaining to the District that is not on the agenda. Each member of the public wishing to speak is requested to limit his/her comments to three minutes. The Board will consider public input, but cannot take any action at this meeting.

PRESENTATIONS/INFORMATION ITEMS/REPORTS

Information

- ♦ Construction Update: Kevin Cordes

Reports

- ♦ Student Board Members
- ♦ Muroc Education Association (MEA)
- ♦ California School Employees Association (CSEA)
- ♦ Principals
- ♦ Superintendent

CONSENT AGENDA

Page

All matters listed under Consent Agenda are considered by the Board to be routine and will be enacted by one motion in the form listed below, unless any member of the Board requests that an item be removed from the Consent Agenda for separate consideration.

***BY GENERAL CONSENT THE FOLLOWING AGENDA ITEMS ARE
APPROVED/ADOPTED/RATIFIED***

A. Adoption of Minutes

1. Regular Board Meeting, November 13, 2019

CA 2-4

B. Deposit Transactions Report, October 2019

CA 5-6

C. Accounts Payables Report, October 2019

CA 7-15

D. Student Body Account Reports, Branch Elementary, Boron Junior-Senior High, and Desert Junior-Senior High Schools, October 2019

CA 16-20

	<u>Page</u>
E. Winter Sports Schedule, Boron Junior-Senior High School	CA 21-22
F. Kern County Superintendent of Schools	
1. Clear Administrative Services Credential Program Agreement	CA 23-30
G. Construction Contracts for K-12 Edwards AFB Modernization/Additions Project	
1. Tri-Valley Inspections Inc.: Inspection Services Phase 2 Agreement	CA 31-34
2. Colbi Technologies: Account-Ability Software Services Agreement	CA 35-43
H. Construction Contracts for Desert Jr.-Sr. HS Modernization/Additions Project	
1. Integrated Demolition and Remediation, Inc.: Selective Site and Building Demolition/Hazardous Material Removal	CA 44-47
2. Inland Building Construction Companies, Inc.: Misc. and Construction/Specialties, Equipment, and Furnishings	CA 48-51
3. Cooley Construction, Inc.: Precise Grading, Paving Curb and Gutter, and Site Plumbing	CA 52-55
4. Hamel Contracting, Inc.: Building Concrete	CA 56-59
5. KCB Towers, Inc.: Structural Steel/Metal Fabrication and Misc. Metals	CA 60-63
6. Exbon Development, Inc.: Roofing, Sheet Metal and Accessories, Expansion Joint Assemblies, and Metal Siding	CA 64-67
7. Whitehead Construction, Inc.: Doors and Frames, Windows, Glazing, and Finish Hardware	CA 68-71
8. Caston, Inc.: Metal Stud Framing, Interiors, Ceilings, Lath and Plaster, and Painting	CA 72-75
9. Franklin Mechanical Systems, Inc.: HVAC and EMS	CA 76-79
10. The Mike Cox Electric, Inc.: Site and Building Electrical	CA 80-83
11. HPS Mechanical, Inc.: Building Plumbing and Fire Suppression	CA 84-87
12. Southern California Landscape, Inc.: Irrigation and Planting	CA 88-91
13. Kitcor Corporation: Food Service Equipment	CA 92-95
14. David M. Bertino Manufacturing, Inc.: Casework	CA 96-99
15. MVC Enterprises, Inc.: Site Concrete, Hardscape, and Masonry	CA 100-103
16. Time & Alarm Systems: Low Voltage, Fire Alarm, Communications and Data	CA 104-107
I. Personnel Actions	
1. Certificated Stipends	CA 108-109
2. Certificated Resignation	CA 110
3. Classified Resignations	CA 111
4. Changes to Classified Assignments	CA 112-113
5. Classified Employees	CA 114
6. Classified Substitutes	CA 115
7. District Volunteers	CA 116

ACTION AGENDA

Any resident of the District or staff member interested in speaking on an item listed under the Action Agenda, or an item that has been removed from the Consent Agenda and placed on the Action Agenda, should ask for recognition from the Board President to speak on the issue at the time it is being discussed.

- | | |
|---|----------|
| A. Public Hearing: Annual Accounting of Developer Fee Fund for 2018-19 | AA 2-9 |
| B. Consideration/Possible Action: Approval and District Certification of 2019-20 First Period Interim Report <i>(Budget pages are available for review at the District Office or online at www.muroc.k12.ca.us)</i> | AA 10 |
| C. Consideration/Possible Action: Adoption of Resolution 12-19-01, Classified Golden Handshake | AA 11-12 |
| D. Consideration/Possible Action: Provisional Appointment of Trustee; Area #2, Office B, Edwards AFB | |

BOARD REPORTS/COMMENTS

- ◆ Board Member Reports and/or Comments

ANNOUNCE CLOSED SESSION ITEMS

CLOSED SESSION

The Board will consider and may act upon any of the following items in Closed Session. Any action taken will be reported publicly at the end of the Closed Session as required by law.

- A. Personnel Matters
 - 1. Pursuant to Government Code Section 54957;
 - a. Public Employee Discipline/Dismissal/Release/Employment
- B. Confer with Labor Negotiator
 - 1. Certificated Bargaining Unit
 - 2. Classified Bargaining Unit
 - 3. Unrepresented Employee Groups
- C. Pursuant to Government Code Section 54956.9(b);
 - 1. Conference with Legal Counsel-Anticipated Litigation
Significant Exposure to Litigation: One Case
- D. Complaints

RECONVENE IN OPEN SESSION; ANNOUNCE CLOSED SESSION ACTION

PUBLIC COMMENTS

At this time, the public may address the Board on any matter pertaining to the District that is not on the agenda. Each member of the public wishing to speak is requested to limit his/her comments to three minutes. The Board will consider public input, but cannot take any action at this meeting.

ADJOURNMENT

MUROC JOINT UNIFIED SCHOOL DISTRICT

BOARD MEETING BACK-UP MATERIAL

CONSENT AGENDA

BOARD MEETING DATE: **December 11, 2019**

RECOMMENDATION: It is recommended that all of the items on the
following pages of the Consent Agenda be
Approved/Adopted/Ratified

MUROC JOINT UNIFIED SCHOOL DISTRICT REGULAR BOARD MEETING

BOARD OF TRUSTEES

Sherman Burkhead Jr., President
Matt Carter, Clerk
Deandra Gelardo, Member

SUPERINTENDENT

Kevin D. Cordes

STUDENT BOARD MEMBERS

Anne Cordes, Boron High School
Lauren Ribancos, Desert High School

BOARD MEETING MINUTES

November 13, 2019

PRESENT

Sherman Burkhead Jr., Matt Carter, Deandra Gelardo, Kevin Cordes, Lauren Ribancos

ABSENT

Anne Cordes

CALL TO ORDER

President Burkhead Jr. called the meeting to order at 5:00 p.m.

FLAG SALUTE

Desert HS AFJROTC Color Guard led the flag salute.

APPROVAL OF AGENDA

Addendum to Agenda: Consent Agenda Item G, Construction Change Orders; Clear Blue Energy Corporation, Prop 39 Balance of Grant for West Boron Elementary and Boron Junior-Senior High Schools. Sherman Burkhead Jr. moved, Matt Carter seconded, to approve the agenda as amended.

(Motion approved; vote: 3-0)

Vote: Burkhead Jr. Aye Carter Aye Gelardo Aye

PUBLIC COMMENTS

Brady Martz, Teacher at West Boron Elementary School

BOARD INTERVIEW

The Board interviewed Ms. Amanda Cadenas for Trustee Area #2, Office B, Edwards Air Force Base

PRESENTATIONS/INFORMATION ITEMS/DISCUSSION ITEMS/REPORTS

Presentation

Desert High School AFJROTC

Information Items

Construction Update: Kevin Cordes

Fiscal Update: Trevor Walker

Reports

Reports by:

Desert HS Student Board Member

Muroc Education Association (MEA)

California School Employees Association (CSEA)

Principals

Superintendent

CONSENT AGENDA

Matt Carter moved, Deandra Gelardo seconded, to approve/adopt/ratify the following items on the Consent Agenda. **(Motion approved; vote: 3-0)**

Vote: Burkhead Jr. Aye Carter Aye Gelardo Aye

A. Adoption of Minutes

1. Regular Board Meeting, October 9, 2019

B. Deposit Transactions Report, September 2019**C. Accounts Payables Report, September 2019****D. Winter Sports Schedules, Desert Junior-Senior High School****E. Student Body Account Reports, Branch Elementary, Boron Junior-Senior High, and Desert Junior-Senior High Schools, September 2019****F. Personnel Actions**

1. Certificated Stipends
2. Classified Resignations
3. Change to Classified Assignments
4. Classified Employees
5. Classified Substitutes
6. District Volunteers
7. Resolution 11-19-01: Increase Classified Positions; Student/Special Needs Van Driver, Sp. Ed. Inst. Aide-S.C.I.A.
8. Resolution 11-19-02: Decrease Classified Services; Bus Driver Trainer, Sp. Ed. Bus Monitor
9. Resolution 11-19-03: Eliminate Classified Positions; Two Sp. Ed. Inst. Aides-S.C.I.A.

G. Construction Change Orders (addendum)

Clear Blue Energy Corporation

1. Allowance Change Order: 1/01
Prop 39 Balance of Grant; Boron Junior-Senior High School & West Boron Elementary School
2. Request for Change Order: 1/01
Prop 39 Balance of Grant; Boron Junior-Senior High School
3. Request for Change Order: 1/02
Prop 39 Balance of Grant; West Boron Elementary School

ACTION AGENDA

- A. Public Disclosure, Public Hearing, and Ratification of Tentative Agreement with Muroc Education Association CTA/NEA (MEA) for 2019-20:** The public hearing opened at 6:01 p.m. and closed at 6:07 p.m. with no public comments. Matt Carter moved, Deandra Gelardo seconded, to ratify the Tentative Agreement with Muroc Education Association CTA/NEA and the revised salary schedule for the 2019-20 school year. **(Motion approved; vote 3-0)**

Vote: Burkhead Jr. Aye Carter Aye Gelardo Aye

- B. Resolution 11-19-04, Impoundment of Local Tax Revenues to Anticipate Pending Claims and/or Litigation:** Sherman Burkhead Jr. moved, Deandra Gelardo seconded, to adopt Resolution 11-19-04, Impoundment of Local Tax Revenues to anticipate pending claims and/or litigation. **(Motion approved; vote: 3-0)**

Vote: Burkhead Jr. Aye Carter Aye Gelardo Aye

- C. Issue "Notice of Intent to Award" to the Apparent Low Bidders for the Desert Junior-Senior High School Modernization/Additions Project:** Deandra Gelardo moved, Sherman Burkhead Jr. seconded, to issue the "Notice of Intent to Award" for Category Nos. D, 1, 2, 3, 5, 7, 8, 9, 12, 13, 14, 15, 16, 17, 21, and 22 Apparent Low Bidders for the Desert Junior-Senior High School Modernization/Additions Project. **(Motion approved; vote: 3-0)**

Vote: Burkhead Jr. Aye Carter Aye Gelardo Aye

- D. **Agreement with Smart Safety Resources for Health and Safety Inspection Services for the Desert Junior-Senior High School Modernization/Additions Project:** Matt Carter moved, Deandra Gelardo seconded, to approve the Agreement with Smart Safety Resources for Health and Safety Inspection Services for the Desert Junior-Senior High School Modernization/Additions Project. **(Motion approved; vote: 3-0)**
Vote: Burkhead Jr. Aye Carter Aye Gelardo Aye
- E. **Agreement with Target Construction Services for QSP and Storm Water Consulting Services for the Desert Junior-Senior High School Modernization/Additions Project:** Deandra Gelardo moved, Sherman Burkhead Jr. seconded, to approve the Agreement with Target Construction Services for QSP and Storm Water Consulting Services for the Desert Junior-Senior High School Modernization/Additions Project. **(Motion approved; vote: 3-0)**
Vote: Burkhead Jr. Aye Carter Aye Gelardo Aye
- F. **Agreement with United Carports LLC for Maintenance & Operations Building at Desert Junior-Senior High School:** Sherman Burkhead Jr. moved, Matt Carter seconded, to approve the Agreement with United Carports LLC for Maintenance & Operations Building at Desert Junior-Senior High School. **(Motion approved; vote: 3-0)**
Vote: Burkhead Jr. Aye Carter Aye Gelardo Aye
- G. **Governing Board Vacancy (Trustee Area #2, Office B, Edwards AFB):** Sherman Burkhead Jr. moved, Matt Carter seconded, to fill the vacancy by provisional appointment. **(Motion approved; vote: 3-0)**
Vote: Burkhead Jr. Aye Carter Aye Gelardo Aye

BOARD REPORTS/COMMENTS

President Burkhead Jr. announced there would be no closed session.

ADJOURNMENT

There being no further business, Sherman Burkhead Jr. moved, Matt Carter seconded, to adjourn the meeting at 6:20 p.m. **(Motion approved; vote: 3-0)**

Vote: Burkhead Jr. Aye Carter Aye Gelardo Aye

Matt Carter, Clerk

December 11, 2019
Board Adoption Date

APPROVED AND UNAPPROVED TRANSACTIONS									
NUMBER	DATE	ENTERED	DESCRIPTION					AMOUNT	A/R
	LN.	DI	DETAIL DESCR	FD-RESC-Y-OBJT.SO-GOAL-FUNC-STE-T2-TY3-TYP4					
200038	10/01/2019	10/01/2019	Food Service Deposit 9/10/19	ENTERED BY: RLHB APPROVED: 10/02/2019	MRN				
	1.	92	Food Service Sales 9/3/19	13-5310-0-8634.00-0000-0000-000-00-000-0000				382.50	N
	2.	92	Food Service Sales 9/4/19	13-5310-0-8634.00-0000-0000-000-00-000-0000				232.45	N
	3.	92	Food Service Sales 9/5/19	13-5310-0-8634.00-0000-0000-000-00-000-0000				139.85	N
	4.	92	Food Service Sales 9/6/19	13-5310-0-8634.00-0000-0000-000-00-000-0000				149.27	N
				TOTAL AMOUNT				904.07 *	
200039	10/01/2019	10/01/2019	Food Service Deposit 9/18/19	ENTERED BY: RLHB APPROVED: 10/02/2019	MRN				
	1.	92	Food Service Sales 9/12/19	13-5310-0-8634.00-0000-0000-000-00-000-0000				173.54	N
	2.	92	Food Service Sales 9/13/19	13-5310-0-8634.00-0000-0000-000-00-000-0000				115.95	N
	3.	92	Food Service Sales 9/16/19	13-5310-0-8634.00-0000-0000-000-00-000-0000				217.05	N
	4.	92	Food Service Sales 9/17/19	13-5310-0-8634.00-0000-0000-000-00-000-0000				240.60	N
	5.	92	Food Serv Sales Tax 9/12/19	13-5310-0-9526.00-0000-0000-000-00-000-0000				0.02	N
				TOTAL AMOUNT				747.16 *	
200040	10/01/2019	10/01/2019	General Fund Deposit 9/17/19	ENTERED BY: RLHB APPROVED: 10/02/2019	MRN				
	1.	92	A.V. Ford Refund	01-0000-0-4300.06-0000-8100-092-92-062-0000				325.00	N
	2.	92	Retiree Insurance Wiggs	01-0000-0-3701.00-1110-1000-000-00-000-9000				509.00	N
				TOTAL AMOUNT				834.00 *	
200041	10/10/2019	10/10/2019	Food Serv. MealPay Sept. 2019	ENTERED BY: RLHB APPROVED: 10/11/2019	MRN				
	1.	92	MyMeal Pay September 2019	13-5310-0-8634.00-0000-0000-000-00-000-0000				6,025.39	N
				TOTAL AMOUNT				6,025.39 *	
200042	10/10/2019	10/10/2019	Food Service Deposit 9/25/19	ENTERED BY: RLHB APPROVED: 10/11/2019	MRN				
	1.	92	Food Service Sales 9/18/19	13-5310-0-8634.00-0000-0000-000-00-000-0000				207.37	N
	2.	92	Food Service Sales 9/19/19	13-5310-0-8634.00-0000-0000-000-00-000-0000				384.30	N
	3.	92	Food Service Sales 9/20/19	13-5310-0-8634.00-0000-0000-000-00-000-0000				181.50	N
	4.	92	Food Service Sales 9/23/19	13-5310-0-8634.00-0000-0000-000-00-000-0000				251.45	N
	5.	92	Food Serv Sales Tax 9/18/19	13-5310-0-9526.00-0000-0000-000-00-000-0000				0.13	N
				TOTAL AMOUNT				1,024.75 *	
200043	10/10/2019	10/10/2019	General Fund Deposit 9/25/19	ENTERED BY: RLHB APPROVED: 10/11/2019	MRN				
	1.	92	Classified Ret. Ins. Rideout	01-0000-0-3702.00-1110-1000-000-00-000-0000				475.50	N
	2.	92	Omni Refund for Conforti	01-0000-0-1200.00-1110-3110-072-72-000-0000				500.00	N
				TOTAL AMOUNT				975.50 *	
200044	10/14/2019	10/14/2019	Food Service Deposit 9/30/19	ENTERED BY: RLHB APPROVED: 10/15/2019	MRN				
	1.	92	Food Service Sales 9/24/19	13-5310-0-8634.00-0000-0000-000-00-000-0000				212.21	N
	2.	92	Food Service Sales 9/25/19	13-5310-0-8634.00-0000-0000-000-00-000-0000				263.11	N
	3.	92	Food Service Sales 9/26/19	13-5310-0-8634.00-0000-0000-000-00-000-0000				278.00	N
	4.	92	Food Service Sales 9/27/19	13-5310-0-8634.00-0000-0000-000-00-000-0000				442.25	N
	5.	92	Food Serv Sales Tax 9/25/19	13-5310-0-9526.00-0000-0000-000-00-000-0000				0.14	N
	6.	92	Federal Reimbursement Aug 2019	13-5310-0-8220.00-0000-0000-000-00-000-0000				13,016.46	N
	7.	92	State Reimbursement Aug 2019	13-5310-0-8520.00-0000-0000-000-00-000-0000				1,011.50	N
				TOTAL AMOUNT				15,223.67 *	

APPROVED AND UNAPPROVED TRANSACTIONS									
NUMBER	DATE	ENTERED	DESCRIPTION	FD-RESC-Y-OBJT.SO-GOAL-FUNC-STE-T2-TY3-TYP4				AMOUNT	A/R
LN.	DI	DETAIL	DESCR						
200045	10/14/2019	10/14/2019	General Fund Deposit 9/30/19	ENTERED BY: RLHB	APPROVED: 10/15/2019	MRN			
1.	92	DHS Library & Textbooks Cash	01-0000-0-8699.00-0000-0000-000-000-0000					59.00	N
2.	92	KCSOS Housing & Util Pymt.	01-0000-0-8699.00-0000-0000-000-000-0000					1,276.54	N
3.	92	Lifetouch Donation - Branch	01-9010-0-8699.00-0000-0000-012-12-030-0000					1,147.84	N
4.	92	BHS ASB Reimb. - Cameras	01-1100-0-4300.00-1110-1000-071-71-000-0000					838.90	N
			TOTAL AMOUNT					3,322.28	*
200046	10/21/2019	10/21/2019	Food Service Deposit 10/7/19	ENTERED BY: RLHB	APPROVED: 10/22/2019	MRN			
1.	92	Food Service Sales 9/30/19	13-5310-0-8634.00-0000-0000-000-000-0000					245.35	N
2.	92	Food Service Sales 10/1/19	13-5310-0-8634.00-0000-0000-000-000-0000					219.75	N
3.	92	Food Service Sales 10/2/19	13-5310-0-8634.00-0000-0000-000-000-0000					348.35	N
4.	92	Food Service Sales 10/3/19	13-5310-0-8634.00-0000-0000-000-000-0000					123.72	N
5.	92	Food Service Sales 10/4/19	13-5310-0-8634.00-0000-0000-000-000-0000					124.45	N
6.	92	Food Serv Sales Tax 10/3/19	13-5310-0-9526.00-0000-0000-000-000-0000					0.08	N
			TOTAL AMOUNT					1,061.70	*
200047	10/21/2019	10/21/2019	General Fund Deposit 10/7/19	ENTERED BY: RLHB	APPROVED: 10/22/2019	MRN			
1.	92	DHS PSAT Testing Cash	01-1100-0-4300.00-1110-1000-072-72-000-0000					391.00	N
2.	92	DHS PSAT Testing Checks	01-1100-0-4300.00-1110-1000-072-72-000-0000					272.00	N
3.	92	State of CA EDD Refund	01-0000-0-8699.00-0000-0000-000-000-0000					25.55	N
4.	92	State of CA EDD Refund	01-0000-0-8699.00-0000-0000-000-000-0000					27.24	N
5.	92	BHS ASB Reimb.	01-0000-0-8699.00-0000-0000-000-000-0000					53.66	N
			TOTAL AMOUNT					769.45	*
200048	10/24/2019	10/24/2019	Food Service Deposit 10/10/19	ENTERED BY: RLHB	APPROVED: 10/25/2019	MRN			
1.	92	Food Service Sales 10/7/19	13-5310-0-8634.00-0000-0000-000-000-0000					391.97	N
2.	92	Food Service Sales 10/8/19	13-5310-0-8634.00-0000-0000-000-000-0000					202.05	N
3.	92	Food Service Sales 10/9/19	13-5310-0-8634.00-0000-0000-000-000-0000					251.10	N
4.	92	Food Serv Sales Tax 10/7/19	13-5310-0-9526.00-0000-0000-000-000-0000					0.08	N
			TOTAL AMOUNT					845.20	*
200049	10/24/2019	10/24/2019	General Fund Deposit 10/10/19	ENTERED BY: RLHB	APPROVED: 10/25/2019	MRN			
1.	92	DHS Cash for PE Uniforms	01-1100-0-4300.00-1110-1000-072-72-000-0000					1,145.00	N
			TOTAL AMOUNT					1,145.00	*
			DISTRICT TOTAL					32,878.17	**
			GRAND TOTAL					32,878.17	***

VENDOR NAME	FUND : 01 DESCRIPTION	GENERAL FUND EXTENDED DESCRIPTION	AMOUNT	INVOICE DATE
A-Z BUS SALES INC	01P686194	Open PO	40.33	10/18/2019
A-Z BUS SALES INC	01P686191	Open PO	250.90	10/18/2019
A-Z BUS SALES INC	01P686493	Open PO	319.40	10/18/2019
A.V. Auto Parts	685710	Open PO	45.45	10/18/2019
A.V. Auto Parts	685582	Open PO	16.76	10/18/2019
A.V. Auto Parts	685301	Open PO	139.86	10/18/2019
A.V. Auto Parts	685492	Open PO	512.17	10/18/2019
A.V. Auto Parts	685519	Open PO	172.51	10/18/2019
A.V. PRESS INC.	1135		258.52	10/03/2019
ACSA CORP	95492		9,359.14	10/03/2019
AMAZON CAPITAL SERVICES	1L6M-7NWX-V3TM	Amazon	1,136.69	10/30/2019
AMAZON CAPITAL SERVICES	1PJJC-VY99-V4CM	Amazon	458.48	10/30/2019
AMAZON CAPITAL SERVICES	14C1-VGYF-DNXN		90.06	10/30/2019
AMAZON CAPITAL SERVICES	1Y9R-G3VX-QFC7	Cameras for for ASB students	711.58	10/11/2019
AMAZON CAPITAL SERVICES	17XP-CV7K-F3GP	School Supplies	2,076.82	10/11/2019
AMAZON CAPITAL SERVICES	14X4-WTCL-CH6Q	Various	923.96	10/11/2019
AMAZON CAPITAL SERVICES	17PM-G447-TN3G		38.37	10/11/2019
AMAZON CAPITAL SERVICES	1419-X3GN-C6CD		47.02	10/11/2019
AMAZON CAPITAL SERVICES	17PM-G447-Q9VF		300.69	10/11/2019
AMAZON CAPITAL SERVICES	1FMY-GTNY-WRCP	School Supplies	238.35	10/03/2019
AMAZON CAPITAL SERVICES	1CK4-GRP1-G1LW	School Supplies	160.71	10/03/2019
AMAZON CAPITAL SERVICES	1Q74-H4DW-KRYR	School Supplies	0.00	10/03/2019
AMAZON CAPITAL SERVICES	19TQ-PGCL-P1QV	School Supplies	94.95	10/03/2019
AMAZON CAPITAL SERVICES	1Q74-H4DW-DYX4	copy room, riso paper	720.20	10/03/2019
AMAZON CAPITAL SERVICES	1PGQ-LMGQ-QFTD	Biology/Rogers	83.97	10/03/2019
AMAZON CAPITAL SERVICES	14QT-NYY1-4V1J		82.89	10/03/2019
AMAZON CAPITAL SERVICES	1DCM-19KG-JK6F	DHS Robotics/Tools	150.89	10/03/2019
AMAZON CAPITAL SERVICES	1WPC-RRV9-KF6P	Supplies	117.03	10/03/2019
AMAZON CAPITAL SERVICES	1L9L-7DJV-QLGG		31.57	10/03/2019
AMAZON CAPITAL SERVICES	1F9K-F6HX-4LMD		29.29	10/03/2019
AMAZON CAPITAL SERVICES	AMY4-TDRV-LPXH	School Supplies	70.00	10/03/2019
AMAZON CAPITAL SERVICES	14WD-HKMT-MWLD	School Supplies	361.23	10/03/2019
AMAZON CAPITAL SERVICES	1Q74-H4DW-KRYR	School Supplies	0.00	10/03/2019
AMAZON CAPITAL SERVICES	1Q74-H4DW-KRYR	School Supplies	273.05	10/03/2019
ANTELOPE VALLEY FORD	59606	Open PO	72.39	10/18/2019
ANTELOPE VALLEY FORD	59912	Open PO	11.78	10/18/2019
ANTELOPE VALLEY FORD	Cust. #658705/St	New Van	31,027.74	10/04/2019
ANTELOPE VALLEY FORD	Cust. #658705/St	New Van-2	31,027.74	10/04/2019
ANTELOPE VALLEY FORD	59605	Open PO	114.10	10/03/2019
AT&T / CALNET 2 & 3	9391063663#13720		21.22	10/11/2019
AT&T / CALNET 2 & 3	9391061405#13714		58.70	10/11/2019
AT&T / CALNET 2 & 3	9391061408#13714		156.88	10/11/2019
AT&T / CALNET 2 & 3	9391057759#13720		345.86	10/11/2019
AT&T / CALNET 2 & 3	9391061407#13714		39.66	10/11/2019
AT&T / CALNET 2 & 3	9391063662#13720		21.22	10/11/2019
AT&T / CALNET 2 & 3	9391037445#13720		429.80	10/11/2019
BERGLUND, SHARYN	Teacher Reimburs		124.35	10/07/2019
BIO CORPORATION	1004833	Various	1,267.49	10/11/2019

VENDOR NAME	FUND : 01 DESCRIPTION	GENERAL FUND EXTENDED DESCRIPTION	AMOUNT	INVOICE DATE
BLICK ART MATERIALS	2203231	Paper	171.60	10/11/2019
BORON COMM SERV DIST	8093 8/20/19 - 9		10,679.00	10/03/2019
BORON COMM SERV DIST	8070 8/20/19 - 9		2,966.77	10/03/2019
BUDDY'S ALL STARS INC	50193-03	Athletic/Student items	965.25	10/30/2019
BUDDY'S ALL STARS INC	50193-01	Athletic/Student items	210.74	10/11/2019
BUDDY'S ALL STARS INC	50193-02	Athletic/Student items	96.43	10/11/2019
BUDDY'S ALL STARS INC	50193-00	Athletic/Student items	2,178.70	10/03/2019
Bank of America - Medicare	Virginia Lee Fin		3.83	10/30/2019
Bank of America - OASDI	Virginia Lee Fin		16.39	10/30/2019
CALIF BROADBAND COOPERATIVE	94000127199		2,002.58	10/07/2019
CALIFORNIA PROFESSIONAL MGMT	19500 Inv. 1		10,599.48	10/17/2019
CALIFORNIA PROFESSIONAL MGMT	19500 Inv. 1		10,599.48	10/17/2019
CALIFORNIA PROFESSIONAL MGMT	19500 Inv. 1		10,599.48	10/17/2019
CALIFORNIA PROFESSIONAL MGMT	19500 Inv. 1		10,599.48	10/17/2019
CAPITAL ONE PUBLIC FUNDING LLC	100360635/524652		174,317.50	10/03/2019
CONTERRA WIRELESS	38152		1,712.98	10/03/2019
CORDES, ALLISON	District Travel		587.81	10/07/2019
COUNTY OF KERN	Health Permit BH		239.01	10/08/2019
CREATIVE BUS SALES INC	5185969	Open PO	38.34	10/30/2019
CREATIVE BUS SALES INC	16408513	Open PO	21.80	10/30/2019
CRISIS PREVENTION INST INC	CUS0192669 Addt'		25.48	10/03/2019
California City High School	Volleyball Tourn	Tournament Feeds	375.00	10/03/2019
Casel, Karen	9/4/19 - 9/27/19		31.32	10/07/2019
Culligan Water Conditioning	7532500/20191075		259.00	10/18/2019
Culligan Water Conditioning	070947/201910070		323.75	10/18/2019
DESERT HIGH SCHOOL ASB	AFJROTC Reimburs		1,073.98	10/30/2019
DESERT HIGH SCHOOL ASB	AFJROTC Reimburs		2,633.74	10/30/2019
DESERT HIGH SCHOOL ASB	PE Uniforms		1,145.00	10/11/2019
DESERT LAKE COMM SERV	1013 8/20/19 - 9		3,061.40	10/03/2019
DESERT LAKE COMM SERV	1011 8/20/19 - 9		2,350.40	10/03/2019
DESERT LAKE COMM SERV	5013 8/20/19 - 9		53.00	10/03/2019
DESERT LAKE COMM SERV	3047 8/20/19 - 9		53.00	10/03/2019
DOCUMENT TRACKING SERVICES LLC	9352307		1,250.00	10/30/2019
ECOSOURCE PRINTERS	INV2547		348.01	10/11/2019
ECOSOURCE PRINTERS	INV2548		290.31	10/11/2019
ECOSOURCE PRINTERS	INV2544		681.27	10/11/2019
ECOSOURCE PRINTERS	INV2545		559.00	10/11/2019
ECOSOURCE PRINTERS	INV2546		837.13	10/11/2019
EDGEMONT ACRES WATER CO	September 2019		300.00	10/03/2019
ENFINITY CENTRALVAL 1 LLC	4911		2,285.95	10/21/2019
ENFINITY CENTRALVAL 1 LLC	4909		6,132.33	10/21/2019
ENFINITY CENTRALVAL 1 LLC	4910		1,524.17	10/21/2019
EVALUMETRICS INC	191563685		314.37	10/03/2019
Ellms, David	ACSA Academy		219.52	10/30/2019
Ellms, David	ACSA		209.52	10/07/2019
Excel Education & Therapy	081		7,400.00	10/11/2019
Excel Education & Therapy	082		11,100.00	10/11/2019
FAGEN FREIDMAN & FULFROST LLP	178122		461.00	10/03/2019

VENDOR NAME	FUND : 01 DESCRIPTION	GENERAL FUND EXTENDED DESCRIPTION	AMOUNT	INVOICE DATE
FEDERAL EXPRESS CORP	6-772-64564		98.10	10/21/2019
FRANK'S RADIO SERVICE INC	1909130		32.18	10/11/2019
FRANK'S RADIO SERVICE INC	1909054		5,255.25	10/03/2019
FRONTIER COMMUNICATIONS	2091900291010496		128.66	10/21/2019
FRONTIER COMMUNICATIONS	2091481905102194		87.42	10/21/2019
FRONTIER COMMUNICATIONS	7607694074121117		76.74	10/21/2019
FRONTIER COMMUNICATIONS	7607621128113017		76.74	10/07/2019
Firetect Inc.	2118978		4,053.50	10/11/2019
GARDNER-CAPPELLO, DONNA	Collaboration		18.09	10/30/2019
GARDNER-CAPPELLO, DONNA	Teacher's Mtg.		20.74	10/07/2019
GARDNER-CAPPELLO, DONNA	Teacher's Mtg.		6.80	10/07/2019
GARDNER-CAPPELLO, DONNA	Teacher's Mtg.		8.17	10/07/2019
GUNTER, KYLE	Training		92.28	10/30/2019
Garces High School	Girls Varsity So Girls' Holiday Soccer Festival		470.00	10/18/2019
Garcia, Gabrielle	Teacher Travel		261.00	10/07/2019
HANSEN, ANNETTE	CASEMIS		93.04	10/07/2019
HEALY SPORTSWEAR LLC	47045	Boys B-Ball Uniforms	292.28	10/30/2019
HERC RENTALS INC.	31028704-001		1,287.84	10/03/2019
Horton, Paul	HDL Meeting		118.90	10/30/2019
IMPACT APPLICATIONS INC.	20191691	1-Year Subscription	655.00	10/03/2019
INFINITY COMM & CONSULTING INC	9948 Erate Yr 23		1,875.00	10/18/2019
IXL LEARNING INC/QUIA CORP.	S361195	IXL Subscription Renewal	2,025.00	10/18/2019
J4 PROPERTIES GROUP LLC	Lease - November		725.00	10/18/2019
JOHNSTONE SUPPLY	4060640		66.62	10/11/2019
JOHNSTONE SUPPLY	4060375		13.86	10/11/2019
KERN AUTO PARTS	912531	Open P.O.	31.85	10/11/2019
KERN AUTO PARTS	911447		121.17	10/11/2019
KERN COUNTY SUPT SCHOOLS	1052 Watson 3 of		3,017.00	10/30/2019
KERN COUNTY SUPT SCHOOLS	805 WWW Service		600.00	10/03/2019
KERN MACHINERY INC	104-697361	Open PO	71.32	10/18/2019
KERN MACHINERY INC	104-702573	Open PO	70.01	10/18/2019
KERN MACHINERY INC	104-697361		107.22	10/18/2019
KERN MACHINERY INC	104-699400		959.92	10/11/2019
KERN MACHINERY INC	104-699400		925.28	10/11/2019
KERN MACHINERY INC	104-699408		235.84	10/11/2019
Karl's Hardware	D1199		7,719.43	10/18/2019
Karl's Hardware	C62065		8.53	10/11/2019
Karl's Hardware	C54620	Open PO	11.25	10/11/2019
Karl's Hardware	C62042		153.68	10/11/2019
Karl's Hardware	C62619		48.78	10/11/2019
Karl's Hardware	C62537		6.21	10/11/2019
Karl's Hardware	C62167		5.67	10/11/2019
Karl's Hardware	C62161		43.96	10/11/2019
Karl's Hardware	C62138		14.15	10/11/2019
Karl's Hardware	C61757	Open PO	19.14	10/11/2019
Karl's Hardware	C61098		96.49	10/03/2019
Karl's Hardware	C61174		235.21	10/03/2019
Karl's Hardware	C61481		137.43	10/03/2019

VENDOR NAME	FUND : 01 DESCRIPTION	GENERAL FUND EXTENDED DESCRIPTION	AMOUNT	INVOICE DATE
Karl's Hardware	C61548		18.22	10/03/2019
Karl's Hardware	B6731		362.10	10/03/2019
Karl's Hardware	C61900		56.43	10/03/2019
Karl's Hardware	C61718		50.56	10/03/2019
Karl's Hardware	C61155		68.05	10/03/2019
Karl's Hardware	C61099		80.28	10/03/2019
Karl's Hardware	C61441		32.16	10/03/2019
Karl's Hardware	C61328		84.57	10/03/2019
Karl's Hardware	C62101	Open PO	4.05	10/03/2019
Karl's Hardware	C61611	Open PO	0.34	10/03/2019
Karl's Hardware	C61715	Open PO	1.60	10/03/2019
Karl's Hardware	C61948	Open PO	9.74	10/03/2019
Karl's Hardware	C61609	Open PO	1.38	10/03/2019
Karl's Hardware	C61592	Open PO	5.50	10/03/2019
LANCASTER PLUMBING SUPPLY INC	4143		84.93	10/03/2019
LANCASTER PLUMBING SUPPLY INC	4258		136.46	10/03/2019
LANCASTER PLUMBING SUPPLY INC	4134		655.26	10/03/2019
LANCASTER PLUMBING SUPPLY INC	4359		58.81	10/03/2019
LION'S SONG PIANO TUNING	2162	Piano Tuning	90.00	10/18/2019
MCKINLEY ELEVATOR CORP	A122028-IN		225.00	10/11/2019
MCKINLEY ELEVATOR CORP	A122124-IN		225.00	10/11/2019
MCKINLEY ELEVATOR CORP	A122125-IN		225.00	10/11/2019
Montgomery, Alicia	Teacher Reimburs		125.00	10/07/2019
Noe Carrillo	Safety Shoes		100.00	10/30/2019
OFFICE DEPOT INC	379873618001	Office Depot - Supplies	30.88	10/30/2019
OFFICE DEPOT INC	379873458001	Office Depot - Supplies	719.01	10/30/2019
OFFICE DEPOT INC	379873619001	Office Depot - Supplies	81.15	10/30/2019
OFFICE DEPOT INC	377496852001	Colored Copy Paper for Copy Rm	365.80	10/03/2019
OFFICE DEPOT INC	378918652001		53.61	10/03/2019
P.G. & E.	895099499-4		102.75	10/30/2019
P.G. & E.	3728364705-7		711.60	10/30/2019
P.G. & E.	5218182618-2		463.00	10/30/2019
P.G. & E.	2478366871-8		107.43	10/11/2019
P.G. & E.	5218182618-2		220.67	10/03/2019
P.G. & E.	9335845615-5		693.32	10/03/2019
P.G. & E.	3603364713-6		222.72	10/03/2019
P.G. & E.	3645031377-4		85.41	10/03/2019
P.G. & E.	8950994911-4		96.14	10/03/2019
P.G. & E.	3728364705-7		269.98	10/03/2019
PEARSON EDUCATION	7347947		1,117.12	10/30/2019
PEARSON EDUCATION	5734044		1,458.92	10/30/2019
PITSCO INC.	748967-1	DHS Robotics/Tools	54.27	10/03/2019
PROACTIVE WORK HEALTH SERV INC	4240-54969		1,400.00	10/03/2019
PRUDENTIAL OVERALL SUPPLY	22884586		133.01	10/30/2019
PRUDENTIAL OVERALL SUPPLY	22884610		150.04	10/30/2019
PRUDENTIAL OVERALL SUPPLY	22873784		150.04	10/21/2019
PRUDENTIAL OVERALL SUPPLY	22880988		150.04	10/21/2019
PRUDENTIAL OVERALL SUPPLY	22877366		133.01	10/21/2019

VENDOR NAME	FUND : 01 DESCRIPTION	GENERAL FUND EXTENDED DESCRIPTION	AMOUNT	INVOICE DATE
PRUDENTIAL OVERALL SUPPLY	22873760		133.01	10/21/2019
PRUDENTIAL OVERALL SUPPLY	22877390		150.04	10/21/2019
PRUDENTIAL OVERALL SUPPLY	22880964		133.01	10/21/2019
PRUDENTIAL OVERALL SUPPLY	22870124		133.01	10/03/2019
PRUDENTIAL OVERALL SUPPLY	22870148		150.04	10/03/2019
PRUDENTIAL OVERALL SUPPLY	22866135		150.04	10/03/2019
PRUDENTIAL OVERALL SUPPLY	22866111		133.01	10/03/2019
RALLY CHEVROLET AUTO GRP INC	760131		95.00	10/11/2019
RALLY CHEVROLET AUTO GRP INC	760131	Open PO	53.39	10/11/2019
RALLY CHEVROLET AUTO GRP INC	106356	Open PO	39.65	10/11/2019
RALLY CHEVROLET AUTO GRP INC	760131	Open PO	250.00	10/11/2019
RAMOS/STRONG	337520	Open PO	5,817.65	10/21/2019
RAMOS/STRONG	337520	Open PO	3,004.61	10/21/2019
RAMOS/STRONG	336900	Open PO	2,963.91	10/03/2019
RAMOS/STRONG	336623	Open PO	2,867.38	10/03/2019
RAMOS/STRONG	336900	Open PO	3,359.89	10/03/2019
RAMOS/STRONG	336623	Open PO	3,250.93	10/03/2019
RELIABLE A/C AND HEATING	19289		165.00	10/11/2019
RELIABLE A/C AND HEATING	19289		200.00	10/11/2019
RENAISSANCE LEARNING SYS INC	INV4510389		6,215.00	10/03/2019
RENAISSANCE LEARNING SYS INC	INV4510388		3,390.00	10/03/2019
ROCHESTER 100 INC.	INV35740	Rochester - Nicky Folders	675.00	10/30/2019
Rosamond High School	Varsity Boys Soc	Soccer Tourney	350.00	10/30/2019
S.C.E.	3-001-2454-19		820.95	10/30/2019
S.C.E.	3-001-2454-20		491.72	10/30/2019
S.C.E.	3-001-2454-18		1,132.19	10/21/2019
S.C.E.	3-000-9186-18		1,573.63	10/21/2019
S.C.E.	3-045-5840-62		52.70	10/21/2019
S.C.E.	3-001-2454-17		4,476.14	10/07/2019
SCANTRON	14612156	Maintenance Kit	90.00	10/21/2019
SCHAEFER, DEANNA	History Day Comp		99.76	10/07/2019
SHI INTERNATIONAL CORP	B10617041		4,298.28	10/03/2019
SHI INTERNATIONAL CORP	B10589119		203.76	10/03/2019
SMITH PIPE & SUPPLY	3500119		1,861.50	10/11/2019
SRI M.D., T.J.	9/3/19-9/18/19		230.00	10/03/2019
STATE OF CALIFORNIA	406484		593.00	10/11/2019
STUCKI, MARJORIE	CIF Meeting		139.89	10/07/2019
STUCKI, MARJORIE	Div. 5/6 Meeting		183.28	10/07/2019
SUPREME SCHOOL SUPPLY	104406	Supreme School - Planners 6th	212.90	10/30/2019
SUPREME SCHOOL SUPPLY	104406	Supreme School - Planners 6th	0.00	10/30/2019
SUPREME SCHOOL SUPPLY	104406	Supreme School - Planners 6th	0.00	10/30/2019
SUPREME SCHOOL SUPPLY	104406	Supreme School - Planners 6th	25.53	10/30/2019
SchoolMate	in000525175	SchoolMate - Planners	690.00	10/30/2019
Soules, Larisa	Teacher Travel		261.00	10/07/2019
THRESHOLD	I420653	Threshold - Visitor Supplies	1,469.20	10/30/2019
THUGS TO BUGS	0812 10/10/19		205.00	10/30/2019
THUGS TO BUGS	0812 9/12/19		145.00	10/03/2019
THUGS TO BUGS	0836 9/18/19 Bee		250.00	10/03/2019

VENDOR NAME	FUND : 01 DESCRIPTION	GENERAL FUND EXTENDED DESCRIPTION	AMOUNT	INVOICE DATE
TPX COMMUNICATIONS	121880462-0		1,997.20	10/21/2019
TYACK TIRES INC	195128	Open PO	974.72	10/30/2019
TYACK TIRES INC	194784	Open PO	645.97	10/03/2019
Tangram	Replace Lost War		3,383.35	10/08/2019
Tharold James Dill III	Lease - November		700.00	10/18/2019
Time & Alarm Systems	67486		462.00	10/21/2019
U.P.S.	979220419		130.82	10/21/2019
U.S.BANK CORP PAYMENT SYS	6126		4,090.44	10/21/2019
U.S.BANK CORP PAYMENT SYS	1041		5,003.61	10/21/2019
U.S.BANK CORP PAYMENT SYS	5942		1,538.31	10/21/2019
U.S.BANK CORP PAYMENT SYS	6126		261.11	10/21/2019
U.S.BANK CORP PAYMENT SYS	2585		642.29	10/21/2019
U.S.BANK CORP PAYMENT SYS	1041		299.79	10/21/2019
U.S.BANK CORP PAYMENT SYS	2585		523.18	10/21/2019
U.S.BANK CORP PAYMENT SYS	1041		254.39	10/21/2019
U.S.BANK CORP PAYMENT SYS	6126		36.00	10/21/2019
U.S.BANK CORP PAYMENT SYS	1041		216.95	10/21/2019
U.S.BANK CORP PAYMENT SYS	7946		15.06	10/21/2019
U.S.BANK CORP PAYMENT SYS	1041		42.87	10/21/2019
U.S.BANK CORP PAYMENT SYS	5942		19.46	10/21/2019
U.S.BANK CORP PAYMENT SYS	5942		255.18	10/21/2019
U.S.BANK CORP PAYMENT SYS	6126		3,012.28	10/21/2019
U.S.BANK CORP PAYMENT SYS	2585		9.36	10/21/2019
USI INC.	390039601013	Laminating Film	186.19	10/07/2019
VERIZON WIRELESS	9838715412		1,529.54	10/03/2019
WIGGS, BRAD	Mentor		148.48	10/30/2019
WIGGS, DAVID	ACSA		92.80	10/30/2019
WIGGS, DAVID	ACSA		222.01	10/07/2019
WIGGS, DAVID	Teacher's Confer		114.13	10/07/2019
Walker, Trevor	District Travel		561.49	10/03/2019
Waste Management - Kern County	21-70298-33004		1,625.00	10/03/2019
TOTAL FUND 01			494,263.16	

VENDOR NAME	FUND : 13 DESCRIPTION	CAFETERIA EXTENDED DESCRIPTION	AMOUNT	INVOICE DATE
CALIFORNIA DEPT OF EDUCATION	20 SF-33158		379.05	10/03/2019
COCA COLA REFRESHMENTS	11408201572		344.88	10/30/2019
COCA COLA REFRESHMENTS	11405204162		350.66	10/03/2019
PREFERRED MEAL SYSTEMS INC	CDIM/0976587		2,440.02	10/21/2019
PREFERRED MEAL SYSTEMS INC	CDIM/0976585		2,605.14	10/21/2019
PREFERRED MEAL SYSTEMS INC	CDIM/0976586		1,508.88	10/21/2019
PREFERRED MEAL SYSTEMS INC	CDIM/0978506		1,368.32	10/21/2019
PREFERRED MEAL SYSTEMS INC	CDIM/0978504		2,052.82	10/21/2019
PREFERRED MEAL SYSTEMS INC	CDIM/0978505		1,643.31	10/21/2019
PREFERRED MEAL SYSTEMS INC	CDIM/0976584		3,712.80	10/21/2019
PREFERRED MEAL SYSTEMS INC	CDIM/0980470		3,114.85	10/30/2019
PREFERRED MEAL SYSTEMS INC	CDIM/0980473		1,314.95	10/30/2019
PREFERRED MEAL SYSTEMS INC	CDIM/0980471		2,284.61	10/30/2019
PREFERRED MEAL SYSTEMS INC	CDIM/0980472		1,676.03	10/30/2019
PREFERRED MEAL SYSTEMS INC	CDIM/0978503		3,396.30	10/21/2019
PREFERRED MEAL SYSTEMS INC	CDIM/0973994		2,828.36	10/03/2019
PREFERRED MEAL SYSTEMS INC	CDIM/0973996		2,086.37	10/03/2019
PREFERRED MEAL SYSTEMS INC	CDIM/0973997		1,901.35	10/03/2019
PREFERRED MEAL SYSTEMS INC	CDIM/0973995		2,303.26	10/03/2019
THUGS TO BUGS	0836 10/10/19		190.00	10/30/2019
THUGS TO BUGS	0812 10/10/19		190.00	10/30/2019
THUGS TO BUGS	0835 10/10/19		190.00	10/30/2019
THUGS TO BUGS	0834 10/10/19		190.00	10/30/2019
THUGS TO BUGS	0812 9/12/19		25.00	10/03/2019
THUGS TO BUGS	0834 9/12/19		25.00	10/03/2019
THUGS TO BUGS	0835 9/12/19		25.00	10/03/2019
THUGS TO BUGS	0836 9/12/19		25.00	10/03/2019
TOTAL FUND 13			38,171.96	

VENDOR NAME	FUND : 21 DESCRIPTION	BUILDING FUND - BOND PROCEEDS EXTENDED DESCRIPTION	AMOUNT	INVOICE DATE
CALIFORNIA FINANCIAL SERVICES	2019-254		10,000.00	10/30/2019
Citizens Business Bank	Escrow 2533/Acct		62.50	10/03/2019
K & Z CABINET CO INC	App 7 Cat 17		9,675.75	10/15/2019
Kurey & Associates	Invoice #7 Boron		4,951.33	10/15/2019
LANCASTER PLUMBING SUPPLY INC	4134		1,644.09	10/03/2019
Sierra School Equipment Co.	401007		2,596.43	10/30/2019
U.S.BANK CORP PAYMENT SYS	1041		1,419.00	10/21/2019
TOTAL FUND 21			30,349.10	

VENDOR NAME	FUND : 35 DESCRIPTION	SCHOOL FACILITIES FUND EXTENDED DESCRIPTION	AMOUNT	INVOICE DATE
A.V. PRESS INC.	1135		5,043.90	10/03/2019
CASTON INC	App 9 Cat 9		265,166.14	10/15/2019
CASTON INC	App 9 Cat 9		265,166.14	10/15/2019
COOLEY CONSTRUCTION INC.	App 7 Cat 2		50,872.50	10/15/2019
COOLEY CONSTRUCTION INC.	App 7 Cat 2		50,872.50	10/15/2019
CalWest Bank	Escrow 826002354		2,795.63	10/04/2019
CalWest Bank	Escrow 826002354		2,795.62	10/04/2019
HAMEL CONTRACTING INC.	App 7 Cat 1		11,568.36	10/15/2019
HAMEL CONTRACTING INC.	App 9 Cat 3		189,075.34	10/15/2019
HAMEL CONTRACTING INC.	App 7 Cat 1		11,568.36	10/15/2019
HAMEL CONTRACTING INC.	App 9 Cat 3		189,075.34	10/15/2019
HPS MECHANICAL INC	App 8 Cat 14		58,653.46	10/15/2019
HPS MECHANICAL INC	App 8 Cat 14		58,653.46	10/15/2019
J. TORRES CO. INC.	27430		6,123.21	10/15/2019
J. TORRES CO. INC.	27430		6,123.21	10/15/2019
John R Byerly Inc	32201		9,377.76	10/08/2019
John R Byerly Inc	32192		34,555.00	10/08/2019
Kitcor Corporation	App 2 Cat 16		35,832.10	10/15/2019
Kitcor Corporation	App 2 Cat 16		35,832.10	10/15/2019
Kurey & Associates	Invoice #5 Baile		3,870.00	10/15/2019
Kurey & Associates	Invoice #5 Baile		3,870.00	10/15/2019
RITE-WAY ROOF CORPORATION	App 5 Cat 7		41,524.15	10/15/2019
RITE-WAY ROOF CORPORATION	App 5 Cat 7		41,524.14	10/15/2019
T&M Manufacturing Inc.	App 9 Cat 5		264,013.15	10/15/2019
T&M Manufacturing Inc.	App 9 Cat 5		264,013.14	10/15/2019
THE MIKE COX ELECTRICAL INC.	App 9 Cat 13		72,758.12	10/15/2019
THE MIKE COX ELECTRICAL INC.	App 9 Cat 13		72,758.13	10/15/2019
TRI VALLEY INSPECTIONS INC	INV #0919JRA		8,080.00	10/15/2019
TRI VALLEY INSPECTIONS INC	INV #0819JRA		8,888.00	10/15/2019
TRI VALLEY INSPECTIONS INC	INV #0819DH		8,484.00	10/15/2019
TRI VALLEY INSPECTIONS INC	INV #0919DH		7,676.00	10/15/2019
TRI VALLEY INSPECTIONS INC	INV #0819JRA		8,888.00	10/15/2019
TRI VALLEY INSPECTIONS INC	INV #0819DH		8,484.00	10/15/2019
TRI VALLEY INSPECTIONS INC	INV #0919JRA		8,080.00	10/15/2019
TRI VALLEY INSPECTIONS INC	INV #0919DH		7,676.00	10/15/2019
Target Construction Serv. Inc.	131		2,318.75	10/15/2019
Target Construction Serv. Inc.	131		2,318.75	10/15/2019
WHITEHEAD CONSTRUCTION	App 4 Cat 8		56,715.24	10/15/2019
WHITEHEAD CONSTRUCTION	App 4 Cat 8		56,715.24	10/15/2019
TOTAL FUND 35			2,237,804.94	
TOTAL DISTRICT			2,800,589.16	

BRANCH ELEMENTARY SCHOOL
STUDENT BODY BANK STATEMENT RECONCILIATION - EFCU

BANK STATEMENT BALANCE As of Oct-19	24155.18
OUTSTANDING CHECKS	136.67
BALANCE	24018.51
PLUS OUTSTANDING DEPOSITS	0.00
BALANCE	<u>24018.51</u>

2064	56.67
2067	80.00

	<u>136.67</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
		<u>136.67</u>		
CHECKBOOK BALANCE AS OF Sep-19			\$24,046.91	
PLUS RECEIPTS			\$2,735.60	
BALANCE			26782.51	
LESS DISBURSEMENTS			\$2,764.00	
BALANCE			24018.51	
PLUS/MINUS BANK ERROR				
BALANCE			24018.51	
PLUS/MINUS ADJUSTMENT				
CHECKBOOK BALANCE AS OF Oct-19			<u>24018.51</u>	

**BORON JR./SR. HIGH SCHOOL
STUDENT BODY ACCOUNTS
FINANCIAL STATEMENT 10/31/2019**

Balance as per Alta One Statement 10/31/2019

AltaOne Com. Fed. Credit Union-Savings	\$111.83	
AltaOne Com. Fed. Credit Union-Checking	\$88,048.84	
		\$88,160.67

Less Outstanding Checks:		\$75.00
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Plus Outstanding Deposits:		
	Balance	\$88,005.67

Oustaing Checks:

Check #	Amount	
6494	\$75.00	

Total	\$75.00
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Balance as per Ledgers 9/30/19	Balance	\$80,046.09
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Deposits:		\$14,756.17
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Less Disbursements:		\$5,011.56
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FINAL BALANCE as of 10/31/2019	<u>\$88,005.67</u>
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ASB FINANCIAL REPORT - October 2019

		Beginning	Transfer				
Group		Balance	Income	Expenses	Transfer In	Out	Ending Balance
100	Athletics	14,731.79	5,745.00	177.61			20,654.40
101	ASB General	7,506.88	2,666.17	2,006.54			8,166.51
103	11th Grade	5,356.53	614.00	225.09			5,745.44
104	10th Grade	2,695.68	810.00	979.00			2,526.68
105	9th Grade	2,516.36	1,741.00				4,257.36
106	8th Grade	4,886.52	212.00	459.32			4,712.60
107	7th Grade	1,015.00	897.00	500.00			1,912.00
108	12th Grade	4,886.52	1,681.00	356.80			5,710.72
109	Soccer Club	1,585.71					1,585.71
110	Boys Soccer	910.01					910.01
111	Donations	1,184.99					1,184.99
135	C.S.F.	290.56		75.00			215.56
137	Academic Decathlon	423.05					423.05
140	N.H.S.	0.04					0.04
141	Boron Boat Builders	7.50					7.50
142	Disc Golf	52.34					52.34
150	Cheerleaders	440.24	10.00				450.24
151	Cheer Scholarship	1.23					1.23
155	Band	1,488.92					1,488.92
158	Drama	1,367.69					1,367.69
201	Baseball	915.75					915.75
204	H.S. Volleyball	341.60					341.60
205	Shop Acct.	1,443.82					1,443.82
206	Operation Success	527.80					527.80
207	Cross Country	487.57					487.57
208	Track	341.82					341.82
215	Varsity Club	1,317.80					1,317.80
220	Yearbook	4,842.37	80.00				4,922.37
221	Girl's Basketball	1,069.82	350.00				1,219.82
223	Varsity Boys Basketba	151.53					151.53
224	Softball	266.32					266.32
228	Mem	235.00					235.00
230	Book Scholarship	7,417.46					7,417.46
231	Minette Scholarship	100.00					100.00
235	Jr.H A.S.B. General	1,781.30					1,781.30
236	Castle Scholarship	4,500.00					4,500.00
237	A.S.B. Lock Acct.	287.50					287.50
250	Football Club	1,798.46					1,798.46
255	Supply Acct.	133.43					133.43
260	Library	754.28					754.28
262	P.E. Uniforms	495.57	50.00	232.20			313.37
	TOTAL	80,046.09	14,856.17	5,011.56	0.00	0.00	88,005.67

DESERT HIGH SCHOOL
STUDENT BODY BANK STATEMENT RECONCILIATION - EFCU

BANK STATEMENT BALANCE AS OF	Oct-19	110316.74
OUTSTANDING CHECKS		5043.10
BALANCE		105273.64
PLUS OUTSTANDING DEPOSITS		
BALANCE		<u>105273.64</u>

12088	81.62		
12141	325.00		
12250	51.00		
12278	30.66		
12292	15.75		
12388	24.30		
12389	7.52		
12390	19.99		
12391	90.42		
12392	318.92		
12364	697.87		
12393	190.00	12381	728.00
12366	64.55		
12394	175.00	12383	87.00
12395	325.00		
12396	30.00	12385	139.38
12397	1641.12		
	<u>4088.72</u>		
	<u>5043.10</u>		

	<u>0.00</u>	
		<u>954.38</u>
CHECKBOOK BALANCE AS OF	Sep-19	
		96106.27
PLUS RECEIPTS		17,899.02
BALANCE		114,005.29
LESS DISBURSEMENTS		7513.17
BALANCE		106492.12
PLUS/MINUS BANK ERROR		
BALANCE		106492.12
PLUS/MINUS ADJUSTMENT		
CHECKBOOK BALANCE AS OF	Sep-19	
		<u>106492.12</u>

DESERT HIGH SCHOOL							
STUDENT BODY FINANCIAL REPORT FOR OCTOBER 2012							
	HIGH SCHOOL	BEGINNING BALANCE	INCOME	EXPENSES	TRANSFER IN	TRANSFER OUT	ENDING BALANCE
100	STUDENT BODY FUNDS	14779.10	10567.50	4085.25			21261.35
2	ANNUAL	15263.77		412.58			14851.19
3	ASB ATHLETICS	0.00					0.00
4	BAND	738.52					738.52
6	BASEBALL, VAR	388.19					388.19
7	BASEBALL, JV	886.90					886.90
8	BASKETBALL, JV BOYS	26.84					26.84
9	BASKETBALL, VAR BOYS	102.65					102.65
10	BASKETBALL, JV GIRLS	0.96					0.96
11	BASKETBALL, VAR GIRLS	188.37					188.37
12	BIBLE CLUB, HS	129.30					129.30
13	C.S.F.	2737.24	60.00	190.00			2607.24
14	CHEERLEADERS	103.17					103.17
15	CROSS COUNTRY	2641.35		197.42			2443.93
16	CLASS OF '19	913.3					913.30
17	CLASS OF '18 - GRADUATED	-37.76					-37.76
18	CHOIR CLUB	199.05					199.05
19	DRAMA	2435.57		562.53			1873.04
20	SCORP PALS	0.00					0.00
21	FOOTBALL	140.00					140.00
22	CLASS OF 2021	3810.64	521.62	199.38			4132.88
23	DHS Enterprises	-14.66					-14.66
24	HONORARY HISPANIC SOC.	0.00					0.00
25	CLASS OF 2020	8413.87	1194.00	64.55			9543.32
26	N.H.S.	109.00					109.00
27	CLASS OF '17 - Graduated	0.00					0.00
28	JROTC	143.64	708.00				851.64
29	PHOTOGRAPHY CLUB	0.00					0.00
30	SPIRIT WEAR - 1410	4678.91					4678.91
31	SNACK BAR - 1411	13681.53					13681.53
32	SOFTBALL, VAR	236.26					236.26
33	BOYS/ GIRLS SOCCER	2279.94					2279.94
34	J.V. SOFTBALL	0.00					0.00
35	TENNIS, GIRLS	2716.32	564.50				3280.82
36	J.V. VOLLEYBALL	5.20					5.20
37	VOLLEYBALL, VAR	116.14					116.14
38	WRESTLING	345.25					345.25
39	ENVIRONMENTAL	263.35					263.35
40	ROP CLUB	0.00					0.00
41	GOLF CLUB	24.83					24.83
42	DESERT WOOD	0.00					0.00
43	TRACK	772.16					772.16
44	ROBOTICS	6438.09	3650.00	1476.46			8611.63
45	FASHION	0.00					0.00
46	Culture Club	1095.27					1095.27
47	SCIENCE OLYMPIAD	1515.72		325.00			1190.72
48	CLASS 2016 GRADUATED	-5.00					-5.00
61	CLASS OF 2022	2816.62	317.50				3134.12
71	CLASS OF 2023	946.08	75.00				1021.08
	TOTALS	92025.68	17658.12	7513.17	0.00	0.00	102170.63
DESERT JUNIOR HIGH SCHOOL							
ASB FINANCIAL REPORT FOR OCTOBER 2019							
	JUNIOR HIGH	BEGINNING BALANCE	INCOME	EXPENSES	TRANSFER IN	TRANSFER OUT	ENDING BALANCE
50	ASB	667.50	240.90				908.40
52	JH BASKETBALL	0.04					0.04
53	CHESS CLUB	0.00					0.00
54	BIBLE CLUB, JH	423.00					423.00
55	ODYSSEY OF THE MIND	201.93					201.93
62	LIBRARY	883.29					883.29
64	NAT'L JR HONOR SOCIETY	0.00					0.00
65	JH PATRIOTS	0.00					0.00
67	DESERT TRACK CLUB	0.00					0.00
70	JH SNACK BAR	1392.58					1392.58
72	JH YEARBOOK	0.00					0.00
75	CLASS OF 2024	512.25					512.25
76	CLASS OF 2025	0					0
	JUNIOR HIGH TOTALS	4080.59	240.90	0.00	0.00	0.00	4321.49
	PLUS HIGH SCHOOL TOTALS	92025.68	17658.12	7513.17	0.00	0.00	102170.63
		96106.27	17899.02	7513.17	0.00	0.00	106492.12

MUROC JOINT UNIFIED SCHOOL DISTRICT

REGULAR BOARD MEETING

Meeting Date: December 11, 2019

Agenda Item: Winter Sports Schedule

Approval is requested for the following student activities:

Boron Junior-Senior High School
2019-20 Basketball

2020 Boron Junior High Basketball Schedule

Date	Day	Opponent	Site	Time	Level	Dismissed
7-Jan	Tuesday	South Fork	South Fork	3:30PM	all	12:15PM
8-Jan	Wednesday	Tehachapi	Boron	3:30PM	JVBoys/all Girls	2:30PM
15-Jan	Wednesday	Murray	Murray	3:00PM	all	1:15PM
27-Jan	Monday	Riverside Prep*	RP	4:00PM	VB/VG	1:30PM
29-Jan	Wednesday	Excelsior*	Boron	4:00PM	VB/VG	2:45PM
3-Feb	Monday	Riverview*	Boron	4:00PM	VB/VG	2:45PM
5-Feb	Wednesday	Desert*	Desert	4:00PM	all	2:30PM
10-Feb	Monday	Heritage*	Quail Valley	4:00PM	JVB/VB	2:15PM
18-Feb	Tuesday	University Prep*	Boron	4:00PM	VB/VG	2:45PM
19-Feb	Wednesday	Fort Irwin*	Fort Irwin	4:00PM	VB/VG	1:30PM
24-Feb	Monday	CIMS*	Boron	4:00PM	VB/VG	2:45PM
26-Feb	Wednesday	Barstow Stem*	Barstow Jr. High	4:30PM	VB/VG	2:15PM
27-Feb	Thursday	Monroe	Monroe	3:00PM	JVBoys/all Girls	1:00PM
2-Mar	Monday	Yermo*	Silver Valley High	4:30PM	VB/VG	2:15PM
4-Mar	Wednesday	1st Round of Playoffs	TBA	TBA	VB/VG	TBA
7-Mar	Saturday	Finals	CIMS	TBA	VB/VG	TBA

Basketball season starts January 27, 2020. Coaches may schedule 15 days of tryouts/practice between December 3-January 27.

*Indicates we are playing in league games.

On February 5th and February 19th make sure to inform parents in advance to sign up in the office to attend these military base games.

OFFICE OF MARY C. BARLOW
KERN COUNTY SUPERINTENDENT OF SCHOOLS
ADVOCATES for CHILDREN...

**KERN COUNTY CLEAR ADMINISTRATIVE SERVICES CREDENTIAL PROGRAM
DISTRICT AGREEMENT**

This District Agreement is entered into between the Kern County Superintendent of Schools ("KCSOS"), Local Education Agency for the Kern County Clear Administrative Services Credential Program, and the participating school districts which have executed this District Agreement.

RECITALS

This District Agreement is based on the following facts and understandings of the parties:

A. The Kern County Clear Administrative Services (CASC) Program, an association of school districts, was established to provide an opportunity for new administrators, who are eligible, to obtain their Clear Administrative Services Credential.

B. The Kern County Clear Administrative Services Credential Program provides job-embedded coaching support, professional development and formative assessment to administrative candidates who work in participating districts and charter schools. The participating school districts and charter schools are parties to this District Agreement and collectively referred to as "School Districts".

C. As LEA for the Clear Administrative Services Program, KCSOS provides administrative oversight, and the services of designated employees to further the work of the CASC Program, and coordinates services as provided in the District Agreement.

D. The purpose of this District Agreement is to establish a formal working relationship between the parties for the coordination of services and to state the operative conditions which govern the CASC Program.

TERMS

Based on the Recitals and the mutual promises contained in this District Agreement, the parties agree as follows:

1. **General Responsibilities of the Parties.**

A. **KCSOS.**

KCSOS agrees to do the following:

- (1) Furnish, during the term of this District Agreement, the following services:
 - (a) Coordinator. KCSOS will furnish the services of a qualified full-time employee to provide services under the function described as "Program Coordinator" in the Kern County CASC Plan on file with the California Commission on Teacher Credentialing ("Kern County Plan").
 - (b) Support Staff KCSOS will furnish services of a qualified employee to provide clerical services for the CASC Program.
- (2) Provide reasonable meeting space for program activities.
- (3) Provide a process for equitable distribution of services to administrative candidates and coaches in all participating School Districts.
- (4) Establish and maintain accurate records and reports on program activities.
- (5) Supply to the Commission on Teacher Credentialing reports and other information as requested on all matters related to program requirements and activities.
- (6) Convene an Advisory Committee composed of representatives of KCSOS, School Districts and Universities and develop other administrative processes as provided for in the program description in the Kern County Plan.
- (7) Participate in the program evaluation as defined in the Kern County Plan and/or by the California Commission on Teacher Credentialing.
- (8) Assign Administrative Candidates and coaches with professional development opportunities designed specifically for new administrators and coaches, respectively.
- (9) Provide collaborative meetings for each cohort of administrative candidates.
- (10) Program may pay an annual stipend to each Coach.

B. SCHOOL DISTRICTS.

Each participating School District agrees to:

- (1) Appoint a contact who will serve as the "employer representative" for the district to fulfill the roles and responsibilities described in the program description in the Kern County Plan.
- (2) Provide release time for the employer representative to attend goal-setting and evaluation meetings as needed.
- (3) Identify preliminary administrative credential candidates and recommend coaches to participate in the CASC program.
- (4) Provide release time for administrative candidates and coaches to attend all required CASC meetings and trainings furnished by the CASC Program, and provide release time for candidates and coaches to meet together.
- (5) All district and site administrative staff will respect the confidentiality between the coach and the administrative candidate. CASC activities, support, and assessment will have no relationship to district administrator evaluation, merit pay, salary increases, promotions, or sanctions. The district will provide opportunities for the coach and the administrative candidate to meet in a private place to interact. Nothing in this section is intended to prevent the transmission of information concerning an administrative candidate which relates to conduct which may be subject to discipline or bear on the safety of students or employees.
- (6) Participate in the program evaluation as defined in the Kern County Plan and/or by the California Commission on Teacher Credentialing.

2. Responsibilities – Fiscal

A. KCSOS.

KCSOS, in its capacity as LEA for the CASC Program, agrees to:

- (1) Provide overall fiscal responsibility for the administration of the CASC program, and any other documentation requested by the Commission on Teacher Credentialing.
- (2) Develop and maintain a budget that allocates sufficient funds to meet the cost of implementing its program responsibilities under this District Agreement.

B. SCHOOL DISTRICTS:

(1) Develop and maintain a district budget that allocates amounts sufficient to meet the cost of implementing its program responsibilities under this District Agreement, i.e., release time.

(2) The District may be responsible for payment of program fees as indicated on Attachment A (Program Payment Instructions).

3. Materials Developed by Program.

The parties agree that all rights, including copyright, in any products, materials and publications developed by the CASC Program are assigned to and shall become the exclusive property of the Kern County Superintendent of Schools. School Districts and Universities, and their employees, staff and subcontractors shall only have the right to disseminate, market or otherwise use the products with the expressed written permission of the Kern County Superintendent of Schools.

4. Term.

The initial term of this Agreement shall be for an initial period of one year beginning on July 1, 2019. The Agreement shall roll over and continue in effect for subsequent terms of one year each unless either party provides written notice of termination as provided for in Paragraph 5.

5. Termination.

A. WITHDRAWAL BY SCHOOL DISTRICTS AND UNIVERSITIES.

A participating School District/LEA may withdraw from this District Agreement at the end of any fiscal year by giving written notice to the CASC Program at least 45 days prior to the end of that fiscal year.

B. WITHDRAWAL BY KCSOS.

KCSOS may withdraw from this District Agreement at any time upon 60 days' written notice to the participating local education agencies.

6. Indemnification.

Each party agrees to defend, hold harmless and indemnify the other parties (and) their officers, employees, trustees, agents, successors and assigns) against all claims, suits, expenses (including reasonable attorney's fees), losses, penalties, fines, costs and liability whether in contract, tort or strict liability (including but not limited to personal injury, death at any time and property damage) arising out of or made necessary by the indemnifying party's breach of the terms of this District Agreement or

by the act or omission of the indemnifying party in providing services under this District Agreement.

In the event that any action or proceeding is brought against a party by reason of any claim or demand discussed in this section, upon notice from the party, the indemnifying party shall defend the action or proceeding at the indemnifying party's expense through counsel reasonably satisfactory to the other party. The obligations to indemnify set forth in this section shall include reasonable attorney's fees and investigation costs and all other reasonable costs, expenses and liabilities from the first notice that any claim or demand is to be made.

The indemnifying party's obligations under this section shall apply regardless of whether the other party (or any of its officers, employees, trustees or agents) are actively or passively negligent, but shall not apply to any loss, liability, fine, penalty, forfeiture, cost or damage caused solely by the active negligence or by the willful misconduct of the other party.

7. Insurance.

Each party shall obtain, pay for and maintain in effect during the life of this District Agreement the following policies of insurance issued by an insurance company rated not less than "A-VIII" in Best Insurance Rating Guide and admitted to do business in California: (1) commercial general liability insurance (including contractual, products and completed operations coverages, bodily injury and property damage liability insurance) with single combined limits of not less than \$1,000,000 per occurrence, \$2,000,000 aggregate. (2) commercial automobile liability insurance for "any auto" with combined single limits of liability of not less than \$1,000,000 per occurrence; and (3) workers' compensation insurance as required under state law. Each party's policy shall contain an endorsement naming the other parties as additional insureds insofar as this District Agreement is concerned, and provide that written notice shall be given to the other parties at least 30 days prior to cancellation or material change in the form of the policy or reduction in coverage. Each party shall furnish the other parties with a certificate of insurance containing the endorsements required under this section, and each party shall have the right to inspect the other party's original insurance policies upon request. Upon notification of receipt of a notice of cancellation, change or reduction in coverage, each party shall immediately file with the other party a certified copy of the required new or renewal policy and certificates for such policy.

Parties acknowledge that both parties to this Agreement may be permissibly self-insured, according to California law.

Nothing in this section concerning minimum insurance requirements shall reduce a party's liabilities or obligations under the indemnification provisions of this District Agreement.

8. Entire Agreement.

This District Agreement including any exhibits or schedules it refers to, constitutes the final, complete and exclusive statement of the terms of the Agreement between the parties pertaining to the subject matter described in the Recitals. It supersedes all prior and contemporaneous understandings or agreements of the parties. No party has been induced to enter into this District Agreement by, nor is any party relying on, any representation or warranty outside those expressly set forth in this District Agreement.

9. Amendment.

The provisions of this District Agreement may be modified only by mutual agreement of the parties. No modification shall be binding unless it is in writing and signed by the party against whom enforcement of the modification is sought.

10. Waiver.

Any of the terms or conditions of this District Agreement may be waived at any time by the party entitled to the benefit of the term or condition, but no such waiver shall affect or impair the right of the waiving party to require observance, performance or satisfaction either of that term or condition as it applies on a subsequent occasion or any other term or condition of this District Agreement.

11. Assignment.

Neither party may assign any rights or benefits or delegate any duties under this District Agreement without the written consent of the other party or parties. Any purported assignment without written consent shall be void.

12. Notices.

Any notice under this District Agreement shall be in writing, and any written notice or other document shall be deemed to have been duly given on the date of personal service on the parties or on the second business day after mailing if the document is mailed by registered or certified mail, addressed to the parties at the addresses set forth below, or at the most recent address specified by the addressee through written notice under this provision. Failure to conform to the requirement that mailings be done registered or certified mail shall not defeat the effectiveness of notice actually received by the addressee.

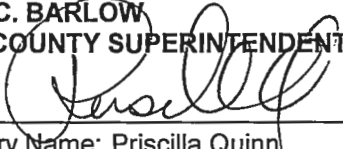
13. **Counterparts.**

This District Agreement may be executed in any number of counterparts with the same effect as if the parties had all signed the same document. All counterparts shall be construed together and shall constitute one agreement.

**MUROC JOINT UNIFIED
SCHOOL DISTRICT**

By: _____
Signatory Name: _____
Title: _____
Address: 17100 Foothill Avenue
North Edwards, CA 93523
Date: _____

**MARY C. BARLOW
KERN COUNTY SUPERINTENDENT OF SCHOOLS**

By:  _____
Signatory Name: Priscilla Quinn
Title: Assistant Superintendent
Address: 1300 17th Street, Bakersfield, CA 93301
Account: Code: 01-820-0570-0-8699.00-0000-0000-00-0000-000
Date: 11/25/19

**ATTACHMENT A
PROGRAM PAYMENT INSTRUCTIONS
KCSOS SCHOOL DISTRICT AGREEMENT
(Kern County Clear Administrative Services Credential Program District Agreement)**

CASC Payment Processing Options
**Note- Candidate/Coach and District records must match.
Candidate Pays Total Program Fees
Option A: Candidate pays fees by credit card with PaySchools.
Option B: Candidate Pays Fees by Check
District
Option C: District pays total program fees
Option D: District pays a portion of Candidate fees/Candidate pays the remainder: • Requires Candidate payment of remaining balance, divided into four equal payments due November 30th and April 30th of each program year.

TRI-VALLEY INSPECTIONS INC.

AGREEMENT FOR INSPECTION SERVICES PHASE 2

This AGREEMENT is made on this Eleventh day of December, 2019, by and between Muroc Joint Unified School District, hereinafter called DISTRICT, and Tri-Valley Inspections Incorporated, hereinafter called INSPECTOR, do hereby contract and agree as follows:

The INSPECTOR shall provide full time and complete inspection services for the following:

All Project Inspector services as described by the Division of the State Architect in Title 24 (does not include Special Inspection, Deputy Inspections or any inspections or testing commonly performed by an Approved Laboratory of Record as described by the Division of the State Architect in Title 24) on all Division of the State Architect Projects as requested.

Hereinafter called PROJECT, as follows:

1. Inspection Services:
 - a) Under the general direction of the DISTRICT'S Architect, INSPECTOR agrees to provide services in a professional and competent manner and in accordance with the terms of this agreement.
 - b) The INSPECTOR agrees to discharge the duties as set out in this contract in a manner satisfactory to the DISTRICT and to the Architect retained by the DISTRICT.
2. The term of this Agreement shall be from **December 11th, 2019**, to completion of the Project(s) which shall be when the Contractors have completed all of the requirements of the Contract documents unless earlier terminated in accordance with Paragraph 5.
3. DISTRICT agrees to pay INSPECTOR for services rendered pursuant to this Agreement, all fees for service are as agreed to per the attached Proposal.
4. The INSPECTOR shall assure the DISTRICT'S Representative and the Architect that the Contractors are performing the work in accordance with the contract documents and all applicable codes and regulations ("Contractor" includes all agents, employees, and subcontractors of the "Contractors" and all persons performing work on the construction project.

- a) The INSPECTOR shall have personal knowledge obtained by continuous observation of the construction in all stages of its progress.
 - b) The INSPECTOR shall keep a file of approved plans and specifications on the job at all times, and shall return any unapproved documents to the Architect for proper action. The INSPECTOR shall have and maintain on the job at all times, all codes and documents as required by Title 24 of the California Code of Regulations.
 - c) The INSPECTOR shall keep the Architect thoroughly informed as to the progress of the work by making semi-monthly reports in writing. A copy of this report shall also be provided to the DISTRICT'S Representative.
 - d) File all required reports.
 - e) Coordinate tests and inspections made by the testing laboratory employed by the DISTRICT.
 - f) Review and approve contractor's payment applications for each pay period.
 - g) Assist DISTRICT and Architect in the final inspection and project acceptance phase, complete pre-punch walk, punch walk, and post-punch walk check off.
5. Upon fourteen (14) days written notice to INSPECTOR, DISTRICT may terminate this Agreement for the following reasons:
- a) The project is terminated prior to completion.
 - b) The DISTRICT, in agreement with the Architect, determines that the INSPECTOR'S performance under this agreement is not satisfactory. In the event INSPECTOR is terminated pursuant to the provisions stated above, he shall be paid for work performed to the date of termination.
 - c) Upon thirty (30) days written notice to the DISTRICT, INSPECTOR may terminate this Agreement, and INSPECTOR shall be paid for work performed to the date of termination.
6. Inspector agrees to maintain Workers Compensation insurance as required and General Liability insurance with limits of not less than \$500,000 per occurrence, \$1,000,000 aggregate.
7. This Agreement shall not be assigned by INSPECTOR either in whole or in part without approval by DISTRICT.
8. This Agreement is between Tri-Valley Inspections Incorporated and the Muroc Joint Unified School District:

Tri-Valley Inspections Incorporated
18668 Lemert Street, Hesperia,
California 92345
and
Muroc Joint Unified School District
17100 Foothill Ave. North Edwards
California. 93523

9. The DISTRICT shall provide a private on site office for INSPECTOR.
The office shall be of adequate size and shall be supplied with, as a minimum, a desk, office chair, plan table, file cabinet, telephone line, internet access, heat, air conditioning and adequate lighting.
10. The terms of this Agreement shall not be waived, altered, modified, supplemented or amended, in any manner whatsoever, except by written agreement signed by both parties.
11. This Agreement constitutes the entire Agreement between the parties. There are no understandings, agreements, representations or warranties, express or implied, not specified in this Agreement except for "Exhibit A" (attached Fee Schedule).

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year written above:

By:  Date: 12/1/19
Tri-Valley Inspections Incorporated

By: _____ Date: _____
Muroc Joint Unified School District
Authorized Representative

TRI-VALLEY INSPECTIONS INCORPORATED

FEE SCHEDULE (EXHIBIT "A")

VARIOUS FUTURE PROJECTS FOR MUROC JOINT UNIFIED SCHOOL DISTRICT

All Division of the State Architect Certified Inspectors – \$132.00 per hour

Administration (non-Inspector / office assistant) - \$40.00 per hour

Doug Dimmitt project related time (special meetings, monthly meetings, requested visits) - \$132.00 per hour

All rates are based on a four hour minimum for site visits.

3% increase for all hourly fees annually.

Overtime:

Regular hours: Monday through Friday excluding Holidays.

Overtime hours (time and a half): First 4 hours over 8 Monday through Friday and first 12 hours on Saturday (Excluding Holidays)

Double time hours: All hours over 12 hours on Monday through Saturday and all hours on Sundays or Holidays

We observe the same Holidays that are listed by the Southern California Contractors Association: New Years Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Day after Thanksgiving Day, Christmas Day, all Holidays observed while working on Federal projects.
(Department of Industrial Relations may dictate other Holidays or overtime pay)

Please contact me if you have any questions regarding our services or fees.



Douglas Dimmitt / President, DSA / IOR Class 1 #801
11/30/19

Muroc Joint Unified School District

November 13, 2019

It is our pleasure to provide this proposal summarizing the Account-AbilitySM product and services Colbi Technologies would be providing to Muroc Joint Unified School District for management of their school building program. This proposal is valid for 90-days.

**Account-AbilitySM
Implementation**

\$15,000

Account-AbilitySM software will be customized for the District and made available via the web by Colbi Technologies. Customization of the program will specifically incorporate the district's account code structure and internal control processes for project budgeting development, contract award, modification, and payments.

In addition to the customization and installation staffing, Colbi Technologies will provide four days of management consulting and/or training as desired by the district to facilitate a smooth transition to the new system. Typical training includes a half-day interactive workshop flowcharting the district's contracting and payment processes, followed by three days of hands-on training in the district's computer lab. A half-day of follow up is provided four to six weeks later, to assure that the primary software users have adopted best practices. Reimbursement for reasonable travel and lodging costs incurred to provide on-site services apply.

**Annual Software
Services Fee**

\$10,000

The Annual Software Services fee covers the License to use Account-AbilitySM software, Annual Support Services, and Annual Web Services. There is no restriction on the dollar amount of contracts managed or projects planned in the software. There is no restriction on the number of users the District authorizes to use the software; *however, the number of concurrent users is restricted based on the Web Services as described below.* The fee is an allowable OPSC, Developer Fee, or General Obligation Bond expenditure for program management.

Annual Support Services Colbi Technologies will provide support including phone support, online support, Colbi Technologies spring and fall workshops, Best Practice Advisories and Alerts, application updates, six hours of training, and eight hours of consulting services per year. Reimbursement for reasonable travel and lodging costs incurred to provide on-site services apply.

Annual Web Services — Two Users Colbi Technologies will provide the software via the web to any computer meeting the required specifications for a maximum of two concurrent authorized users when security login requirements are met. Additional users may be added at \$575 per user per year.
The Web Server fee includes access to the software via the web and data maintenance on a Colbi Technologies server with daily backups.

Archival Exit Plan — Advanced Purchase At the end of the district building program, the district will be provided permanent web access, via a single secure login, to Account-AbilitySM for read-only access to the Transaction module. This enables the district to view all data and print reports. In addition, read-write access is provided to the Budget Development module, which provides full access to the financial planning tools for future building programs.
\$7,500
This option may be purchased at the end of the building program for the regularly published price, which is currently \$15,000.

Import of Historical Data Colbi Technologies can import historical expenditure data from digital files – this provides for full reporting of work completed prior to implementation of Account-AbilitySM along with on-going and future projects. In addition, this historical data is easily mined for use in building budgets for future projects based on actual expenditure profiles experienced by the District.
Price to be Determined
Cost will vary based on the integrity and amount of data. Colbi Technologies will provide a not-to-exceed estimate after review of sample data. After acceptance of completed work, the District will be billed for actual cost, but not more than the agreed to not-to-exceed cost.

- Colbi DocsSM Annual Fee** \$5,000 Colbi DocsSM is a separate software system that provides on-line routing, tracking, processing and storage of project documents. Template workflows and forms for a typical project team are included for construction: material submittals, requests for information, change requests, requests for proposal, notices to proceed, change orders, and inspector deficiency notices.
- Colbi DocsSM Implementation Fee** \$10,000 One day of initial training will be provided in facilities provided by the District; reimbursement for reasonable travel and lodging costs incurred to provide on-site services apply. Phone support during normal business hours will be provided for 2 Colbi DocsSM Administrative Users as authorized by the District.
- The annual fee provides for storage up to 100 gigabytes, additional storage capacity is available for \$300 per year for each additional 10 gigabytes.
- There is no limit on the number of projects or document processes that the District configures Colbi DocsSM to handle. There is no limit on the number of Colbi Docs users authorized by the District.
- FAST Data Integration Services** \$100/hour Colbi Technologies will provide FAST staff augmentation services (Facilities Accounting Support Team) for transactional data entry. FAST services are performed by experience personnel online using Colbi DocsSM — this ensures that all documents/actions are logged/filed. From source documents, FAST personnel use Account-AbilitySM to generate requests for payments and purchase orders that are routed for review and approval prior to entry into the accounting system by District personnel — this ensures informed decision-making prior to execution in the accounting system. FAST personnel then enter warrant and purchase order information received from District Accounting into Account-AbilitySM to verify that requested transactions are completed — this ensures accuracy. FAST services insure District internal control processes for contracting and payments are consistently followed.

We appreciate this opportunity to be of service to the Muroc Joint Unified School District.

Date: November 13, 2019

Signed: *Lettie Boggs*

Lettie Boggs, CEO, Colbi Technologies

Account-AbilitySM Software Services Agreement

This Software Services Agreement ("Agreement") is entered into on _____ ("Effective Date") by and between Colbi Technologies, Inc., a California corporation, having its principal place of business at 12841 Newport Ave, Tustin, California 92780 ("Colbi"), and Muroc Joint Unified School District, having its principal place of business at 17100 Foothill Avenue, North Edwards, CA 93523, ("Customer").

1. Software Services Provided by Colbi. In support of Customer's building program and during the Term of this Agreement, Colbi will provide Account-Ability software services ("Services") as set forth in Exhibit A (Exhibit).

2. Customer License Grant. Subject to the terms and conditions of this Agreement, Colbi grants to Customer, and Customer accepts, a non-exclusive, non-transferable, non-sub-licensable, world-wide, royalty-free license for the Term to: (i) access and use the Services, and (ii) use any of Colbi intellectual property included or embodied therein, in each case, solely for Customer's own internal business purposes, and subject to the terms and conditions of this Agreement. Customer's License for the Services is subject to such hosting policies, guidelines and specifications as Colbi may reasonably establish from time to time. Colbi reserves right, title and interest in and to the Services, including all related intellectual property rights. No rights are granted to the Customer other than as expressly set forth herein.

3. License to Host Customer Data. Subject to the terms and conditions of this Agreement, Customer grants Colbi a worldwide, limited-term license to host, copy, transmit and display Customer data as necessary to provide the Services in accordance with this Agreement. Subject to the limited licenses granted herein, Colbi acquires no right, title or interest in or to Customer data.

4. License to Use Feedback and Summarized Data. Subject to the terms and conditions of this Agreement, Customer grants Colbi a worldwide, perpetual, irrevocable, royalty-free license to use and incorporate into the Services any suggestion, enhancement request, recommendation, correction or other feedback provided by Customer or Users relating to the operation of the Services. Customer authorizes Colbi to use Customer summarized data for the purpose of enhancing Services, including but not limited to training and adaptive software tools.

5. Customer Responsibilities. Customer shall: (i) identify persons authorized to access Services on their behalf (authorized users, or Users), (ii) be responsible for Users' compliance with this Agreement, (iii) be responsible for the accuracy and quality of their data and the means by which that data is collected, (iv) use commercially reasonable efforts to prevent unauthorized access to or use of Services, and notify Colbi promptly of any such unauthorized access or use, (v) use Services in accordance with the documentation and applicable laws and government regulations, and (vi) comply with the terms and conditions of this Agreement.

6. Fees and Payment Terms. Customer shall pay to Colbi all fees in accordance with the terms specified in Exhibits. All payments are due and payable within 30 days upon receipt as shown on the invoice from Colbi. All fees are exclusive of all federal, state, local, and other taxes, duties, or charges applicable to the hosting, and support, and all of such taxes, duties or charges are the sole responsibility of Customer. Customer agrees to pay all such taxes, duties or charges immediately upon receipt of an invoice from Colbi or applicable taxing authority. Any fees or undisputed payments not paid when due will be subject to interest at the rate of 18% per annum.

7. Invoices. Following the service commencement date as defined in Exhibits, yearly recurring fees will be billed in advance of, or around the anniversary of, the Term.

8. Warranty Disclaimer. Colbi does not promise that the Services will be uninterrupted, error-free, or completely secure. Colbi does agree to provide fully functional software with 99.9% uptime commitment as described in Exhibits, excluding scheduled maintenance and updates (also as described in Exhibits). Customer acknowledges that there are risks inherent in Internet connectivity that could result in the loss of their data. Colbi agrees to backup Customer's data nightly. Colbi disclaims any and all warranties not expressly stated in this Agreement and Exhibits.

9. Limitations of Liability. In no event shall Colbi be liable for any lost revenue, lost profits, direct or indirect, special, incidental, consequential or punitive damages, however caused and under any theory of liability, whether in contract, tort (including negligence and strict liability) or otherwise, arising out of this agreement, even if advised

of the possibility of such damages, and notwithstanding any failure of purpose of any limited remedy. In no event shall Colbi be responsible for loss of data or records of Customer or any third party beyond the 30-day backup period included in the Services, unless Customer purchases extended backup. Customer shall be responsible for ensuring proper and adequate backup and storage of its data for any additional period. Except for claims based on Colbi's willful misconduct, the maximum aggregate liability of Colbi under any theory of law (including breach of contract, tort, and strict liability) shall not exceed one (1) times the yearly recurring service fees in effect for the Services at the time of the occurrence of the event(s) giving rise to the claim.

10. Indemnity

10.1 Indemnity by Colbi. Colbi shall defend Customer against any third-party claims arising out of (i) Colbi's actual or alleged gross negligence, willful misconduct, or violation of law (ii) any breach by Colbi of this Agreement, or (iii) a claim by a third party alleging that the Services infringe on any intellectual property of a third person, and indemnify Customer from the resulting losses, damages, and costs and expenses (including reasonable attorneys' fees) awarded to the third party by a court of competent jurisdiction or pursuant to a settlement agreement. Customer shall give prompt notice of any claim to Colbi. Colbi may settle, at its sole expense, any claim for which Colbi is responsible under this Section.

10.2 Termination for Infringement Claim. If Colbi or any of its customers is faced with a credible claim that the Services infringe on the intellectual property rights of a third party, and Colbi is not reasonably able to obtain the right to use the infringing element or modify the Services such that they do not infringe, then Colbi may terminate the Services on reasonable notice of at least 30 days, and will not have any liability on account of such termination except to refund amounts paid for Services not used as of the time of termination.

10.3 Indemnity by Customer. Customer shall defend Colbi against any third-party claims arising out of (i) any actual or alleged Customer negligence, willful misconduct, or violation of law, (ii) any breach by Customer of this Agreement, or (iii) any violation of Customer's agreement with Client or Users of the Services, and indemnify Colbi from the resulting damages. Colbi shall give prompt notice of any claim to Customer. Customer may settle, at its sole expense, any claim for which Customer is responsible under this section, subject to the reasonable approval of Colbi. Colbi may employ counsel at their own expense and participate in the defense and/or settlement. The foregoing indemnification obligation will not apply to claims that are finally adjudicated to have been primarily caused by the gross negligence or willful misconduct of Colbi.

11. Suspension of Services. Colbi may suspend Services without liability if: (i) there is an attack on servers providing Customer Services; (ii) Colbi reasonably believes that the suspension of Service is necessary to protect the Colbi network or other customers; or (iii) required by law. Colbi will give Customer advance notice of a suspension, if possible.

12. Term and Termination

12.1 Term. The initial term of this Agreement begins on the date set forth in Exhibits and continues for a one year period ("Initial Term"). This Agreement will continue for successive one-year periods ("Extended Term"), unless either party gives written notice of its intention not to renew at least 30 days in advance. There are a maximum of four (4) Extended Terms periods, at which point this Agreement may be renewed with written agreement of both parties.

12.2 Termination of Agreement. Colbi may terminate this Agreement prior to the expiration of the Term if Customer fails to pay any fee, charge or any other amount owed by Customer to Colbi within 15 days after Colbi notifies Customer that Customer is in default of this Agreement if Customer fails to cure the default within such 15-day period. Customer may terminate this Agreement if Colbi fails to cure any default of this Agreement within 30 days of written notice.

12.3 Effect of Termination or Expiration. Upon the termination or expiration of this Agreement, all licensed rights granted to Customer under paragraph 2 pursuant to this Agreement shall terminate immediately unless the Customer has purchased an Archival Exit Plan for Account-Ability as described in Exhibit A prior to termination or expiration. Expiration or termination of this Agreement will not relieve Customer of its obligation to pay any undisputed fees or other undisputed payments that are due to Colbi. Notwithstanding anything to the contrary herein, the terms and conditions of paragraphs 8, 9, 10, 12, 13, and 15 shall survive and continue in full force and

effect after expiration or termination of this Agreement. If the Customer has purchased an Archival Exit Plan for Account-Ability then notwithstanding anything to the contrary herein the terms and conditions of paragraphs 2, 3, 4 and 5 shall also survive and continue in full force and effect after expiration or termination of this Agreement for the life of Account-Ability software.

13. Notices. All notices, requests, demands, and other communications made in connection with this Agreement shall be in writing to the address set forth above and shall be deemed to have been duly given (a) on the date of delivery, if delivered by hand or express delivery service, or (b) by certified or registered mail, postage prepaid, return receipt requested

14. Force Majeure. Neither party will be liable to the other party for failure or delay in the performance of a required obligation if such failure or delay is caused by strike, riot, fire, flood, earthquake, civil unrest, interruption, error, or malfunction resulting from natural disaster; transportation problems; defects of third-party software, hardware, communications, or power supplies; actual or threatened war or terrorist acts; Acts of God; and other acts, events, or circumstances beyond its reasonable control.

15. General Provisions. This Agreement, together with the exhibits, constitutes the entire Agreement between the parties with respect to the subject matter and supersedes all other oral or written representations, understandings or agreements relating to the subject matter. This Agreement may be amended or modified only in writing and signed by both parties. Each party is an independent contractor and not an agent, partner, or representative of any other party. The rule of construction that ambiguities are to be resolved against the drafting party may not be employed in the interpretation of this Agreement. Neither party will assign any rights, under this Agreement without the prior written consent of the other party, except that Colbi may assign its rights, in the event of a sale of its business or assets. The waiver or failure of either party to exercise in any respect any right provided for in this Agreement will not be deemed a waiver of further rights under this Agreement. If any particular portion of this Agreement shall be adjudicated to be unenforceable, this Agreement shall not be deemed null and void and shall be deemed amended to delete therefrom the portion thus adjudicated to be unenforceable.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the day and year first hereinabove written.

Colbi Technologies, Inc.

Muroc Joint Unified School District



Lettie Boggs, CEO

Name

November 14, 2019

Date

Title

01-0679534

Federal I.D.#

Date

EXHIBIT A
Account-AbilitySM Software Services

During the term of this Agreement, Colbi will provide Account-AbilitySM software services as described below. Services include the following:

Initial Implementation of Account-AbilitySM

- Account-AbilitySM will be configured to incorporate the Customer's account code structure and internal control processes for project budgeting development, contract award, modification, and payments.
- Colbi will provide four days of management consulting and/or training as desired by the Customer to facilitate a smooth transition to the new system. Typical training includes:
 - A half-day interactive Flowchart Workshop with appropriate members of Customer's facilities and business services staff to fully review the budgeting, contracting and payment processes and document in Account-AbilitySM,
 - Three days hands-on Account-AbilitySM training in the Customer's computer lab.
 - A half-day of follow-up four to six weeks after initial training, to assure that the primary Users have adopted best practices.
- Reimbursement for reasonable travel and living expenses incurred by Colbi are required for services provided on-site.

License to Use the Software

Customer may use Account-AbilitySM software via the Internet. There is no restriction on the dollar amount of contracts managed or projects planned in the software. There is no restriction on the number of Users the Customer authorizes to use the software; *however, the number of Users logged into Account-AbilitySM concurrently is restricted based on the Web Access Services as described below.*

Annual Support Services

- Application updates to Account-AbilitySM.
- Live phone support during normal business hours (Pacific Standard Time)¹.
 - Live on-screen support is provided when appropriate.
- Support via the Colbi helpdesk is available 24/7, with response time to support requests by the next business day; reference below in Classification and Resolution of Issues.
- Six (6) hours of training are provided on an as requested basis each year².
 - Customized to needs, typical training includes: new staff training, new software features, planning/budgeting, construction contract management, refresher training, etc.
 - Additional training services may be obtained as provided in Fees for Services below.
- Eight (8) hours of consulting services are provided on an as requested basis each year².
 - Additional consulting services may be obtained as provided in Fees for Services below.
- Colbi Technologies Spring and Fall Workshops
- Best Practice Advisories and Alerts

Annual Web Access Services

Internet access to Account-AbilitySM will be provided to any computer meeting the required specifications when security login requirements are met. The Annual Software Fee provides for two (2) concurrent logins. Additional concurrent logins for Account-AbilitySM may be added as provided in Fees for Services.

- Account-AbilitySM provided with a 99.9% uptime commitment, refer to Availability below.
- The Customer's data is backed-up nightly at the data center, and a redundant copy is encrypted and transmitted to another location for storage. Data backups are retained for 30 days.
- Maintenance of servers, application software and database is scheduled for late evening on weekends, refer to Maintenance and Updates below for more details. Customer is notified in advance of any maintenance or

¹ Excludes weekends and holidays.

² Reimbursement for reasonable travel and living expenses incurred by Colbi are required for services provided on-site.

updates occurring outside of scheduled maintenance windows.

Account-AbilitySM Archival Exit Plan³

- Advance Purchase of the Exit Plan at time of initial implementation of software: \$7,500

Fees for Services

Customer will pay Colbi the following fees:

- Account-AbilitySM Implementation Fee: \$15,000 one-time fee⁴
- Annual Software Service Fee for Account-AbilitySM: \$10,000 per year⁴

Additional Services may be provided upon written authorization from Customer:

- Additional Concurrent Logins (over 5): \$575.00 per login per year⁴
- Additional Training Services: \$1050.00 per day, or \$175.00 per hour²
- Additional Consulting Services: \$165.00 per hour²

Service Commencement Date: Upon completion of training; target date on or before _____

Availability

Colbi commits to 99.9% uptime and availability of Account-AbilitySM software (the "99.9% Uptime Commitment"), excluding scheduled maintenance and other occurrences not constituting Downtime (as defined below).

Classification and Resolution of Issues

Colbi will classify, respond to and resolve a reported technical issue (an "Issue") with Account-AbilitySM software that cannot be resolved immediately through phone support as follows:

- **Severity 1 Issues:** Colbi will devote commercially reasonable efforts to provide Issue resolution for Severity 1 Issues within two hours after receipt of notification and verification of the Issue.
 - Account-AbilitySM software down, or major portions of Services down, that impacts the availability of the software or has degraded the software performance resulting in the inability to effectively use the software, with no known workaround.
 - Security attack or threat, malware or virus that has circumvented Colbi's security procedures. Colbi will give the highest scheduling priority and devote its best available resources to respond to Severity 1 Issues within 15 minutes of notification.
- **Severity 2 Issues:** Colbi will give the next highest scheduling priority and devote its available resources to respond to Severity 2 Issues within two hours of notification of the Issue. Colbi will devote commercially reasonable efforts to provide Issue resolution for Severity 2 Issues within twenty-four hours after receipt of notification and verification of the Issue.
 - Non-critical software features or operations are not functioning correctly, but do not impact the entire software application or all users.
 - Provide (or remove) access for Customer authorized users, reset Customer account passwords, or unlock Customer accounts.
 - Emergency backup or backup restoration of Customer's Account-AbilitySM database
- **Severity 3 Issues:** Colbi will give the next highest scheduling priority and devote its available resources to respond to Severity 3 Issues within four hours of notification of the Issue. Colbi will devote commercially reasonable efforts to provide Issue resolution for Severity 3 Issues within one calendar week after receipt of notification and verification of the Issue. The above resolution times are estimates that may be impacted by a variety of variables beyond Colbi's control. Colbi strives to address every Issue with the goal of absolute responsiveness and the fastest path to resolution.
 - Minor bug fixes.
 - An incident with little impact on data or user experience and can be handled on a scheduled basis.

³ Customer is provided web access, via a single secure login, to Account-AbilitySM for read-only access to the Contract Transaction module for the life of Account-AbilitySM software. This enables the Customer to view all data and print reports as long as Account-AbilitySM software is available as a commercial product. In addition, read-write access is provided to the Budget Development module. This provides full access to the financial planning tools for future building programs.

⁴ Fees are an allowable capital bond expenditure for program management.

- o Problems affecting small group of users.

Monitoring

In order to support the 99.9% Uptime Commitment as defined below, Colbi proactively monitors 24 hours a day, 7 days a week, 365 days a year all network devices, servers, storage, and hosted software for performance and availability. If any issues are detected, alerts are automatically dispatched to the Colbi Support Team, who will resolve the issue according to severity.

Hours of Operation

- Standard Hours of Operation: 8:00 AM - 5:00 PM PST Monday - Friday (except holidays⁵)
 - o During standard operating hours Colbi will respond to Severity 1, Severity 2 and Severity 3 Issues.
- After-Hours Operation: 5:00 PM - 8:00 AM PST Monday - Friday, weekends, and holidays⁵
 - o Support during after-hours will be provided via an on-call system only for Severity 1 Issues. Response to such Severity 1 Issues may be delayed for up to 1 hour from the standard response time set forth above. Severity 2 and Severity 3 Issues will be responded to on the next business day.

Requesting Support

- Authorized Users may submit a support case, or issue, through the Colbi helpdesk by emailing to aasupport@colbitech.com.
 - o Users should always include as much information as possible about their Issue to assist Support Technicians diagnose, prioritize, and resolve.
- Authorized Users may call 1-714-505-9544 to speak to a Support Technician during business hours (PST).
 - o Questions on how to use the software are answered quickly and may involve live on-screen assistance;
 - o Any Issue not resolved during the phone call will be assigned a Support Case for Issue resolution.

Maintenance and Updates

High-quality service and availability requires Colbi to perform routine maintenance and updates on its infrastructure and software applications. While this work is performed, access to Account-AbilitySM may be suspended — suspension of access for scheduled maintenance and updates does not constitute "Downtime." Colbi's goal is to minimize the impact of downtime and potential outages on Customer. Unless Colbi is responding to an emergency situation, maintenance and upgrade activities will be conducted during scheduled maintenance periods. The Customer will be notified in advance in the event that planned maintenance and upgrade activities extend outside of scheduled maintenance periods. Scheduled Maintenance and Updates includes the following:

Service	Description	Suspension of Access	Scheduled Maintenance
Daily (Planned)	Routing maintenance and repairs, security updates, equipment replacement	0 hours	Monday – Saturday 10PM – 2AM PST
Minor (Planned)	Infrastructure maintenance, full backup and/or recoveries	Up to 4 hours	1 st and 3 rd Saturday 10PM – 2AM PST
Major (Planned)	Network & hardware upgrades, software & database updates, OS & application patching, performance testing & troubleshooting, changes to server configurations, and migrations	Up to 12 hours	3 rd Saturday 10PM Sat thru 10AM Sun PST

⁵ Colbi observes the following holidays: New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving, and Christmas Eve, Christmas, New Year's Eve. If any of the above holidays falls on a weekend, an adjacent weekday is observed as a holiday.

DOCUMENT 00 52 24

AGREEMENT

THIS AGREEMENT, made the _____ day of November in the year Two Thousand Nineteen, in the county of Kern, State of California, by and between the Muroc Joint Unified School District, hereinafter called the "OWNER" and Integrated Demolition and Remediation, Inc. hereinafter called CONTRACTOR.

WITNESSETH that the Owner and the Contractor for the considerations stated herein agree as follows:

ARTICLE 1 - SCOPE OF WORK: The Contractor shall furnish all labor, materials, equipment, tools, utility services and transportation and perform and complete all work required in connection with the construction of:

**K-12 EDWARDS AFB MODERNIZATION AND ADDITIONS
PHASE 2
(DESERT JUNIOR/SENIOR HIGH SCHOOL MODERNIZATION / ADDITIONS)**

Category No. D – Selective Site and Building Demolition / Hazardous Material Removal

In strict accordance with the Contract Documents enumerated in Article 8 below. The Contractor shall be liable to the Owner for any damages arising as a result of a failure to comply with that obligation, and the Contractor shall not be excused with respect to any failure to so comply by act or omission of the Architect, Construction Manager, Engineer, Inspector, Division of the State Architect, or representative of any of them, unless such act or omission actually prevents the Contractor from fully complying with the Contract Documents and unless the Contractor protests at the time of such alleged prevention that the act or omission is preventing the Contractor from fully complying with the Contract Documents. Such protest shall not be effective unless reduced to writing and filed with the Owner office within three working days of the date of occurrence of the act or omission preventing the Contractor from fully complying with the Contract Documents.

ARTICLE 2 - TIME OF COMPLETION: All work under this Contract shall be completed within a period of Nine Hundred and Thirty (930) consecutive calendar days commencing on or before the date stated in the Owner's written Notice to Proceed in accordance with the project construction schedule activity durations.

ARTICLE 3 - LIQUIDATED DAMAGES: It is agreed that the Contractor will pay the Owner the sum of Two Thousand Dollars (\$2,000.00) per calendar day for each and every day of delay beyond the time prescribed in the Bid Form and Agreement for finishing said work, as Liquidated Damages and not as a penalty or forfeiture. In the event the same is not paid, the Contractor further agrees that the Owner may deduct that amount thereof from any money due or that may become due the Contractor under the Contract. This Article does not exclude recovery of damages under other provisions of the Contract Documents.

ARTICLE 4 - CONTRACT PRICE: The Owner shall pay to the Contractor as full consideration for the faithful performance of the Contract, subject to any additions or deductions as provided in the Contract Documents, the sum of TWO MILLION THIRTY-FIVE THOUSAND DOLLARS (\$2,035,000.00) said sum being the total amount stipulated in the Proposal. Payment shall be made as set forth in the General Conditions. Should any change order or construction change directive result in an increase in the contract price, the cost of such change order or construction change directive shall be agreed to in advance by the CONTRACTOR and the OWNER, subject to the monetary limitations set forth in Public Code Section 20118.4. In the event that the CONTRACTOR proceeds with a change in work without an agreement between the OWNER and CONTRACTOR regarding the cost of a change order or a construction change directive, the CONTRACTOR waives any claim of additional compensation for such additional work.

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

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

- a. Liability for (1) death or bodily injury to persons; (2) damage or injury to, loss (including theft), or loss of use of, any property; (3) any failure or alleged failure to comply with any provision of law or the Contract Documents; or (4) any other loss, damage or expense, sustained by any person, firm or corporation or in connection with the Work called for in this Agreement or the Contract Documents, except for liability resulting from the sole or active negligence, or the willful misconduct of the Owner
- b. Any bodily injury to or death of persons or damage to property caused by any act, omission or breach of CONTRACTOR or any person, firm or corporation employed by CONTRACTOR, either directly or by independent contract, including all damages or injury to, loss (including theft), or loss of use of, any property, sustained by any person, firm or corporation, including the Owner, arising out of or in any way connected with Work covered by this Agreement or the Contract Documents, whether said injury or damage occurs either on or off Owner property, but not for any loss, injury, death or damages caused by the sole or active negligence or willful misconduct of the Owner .
- c. Any dispute between CONTRACTOR and CONTRACTOR's subcontractors/supplies/and/or sureties, including, but not limited to, any stop notice actions.

CONTRACTOR, at CONTRACTOR's own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings that may be brought or instituted against the Owner, Architect, Construction Manager, Inspector, the State of California and their officers, agents or employees, on any such claim or liability, and shall pay or satisfy any judgment that may be rendered against the Owner, Architect, Construction Manager, Inspector, the State of California and their officers, agents or employees in any action, suit or other proceedings as a result thereof.

ARTICLE 6 - EARNINGS ASSIGNMENT ORDERS: Pursuant to the requirements of Public Contract Code Section 7110, the Contractor acknowledges that he is aware of the provisions of Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family Code, and that to the best of his knowledge is in full compliance with earnings orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the Employment Development Department.

ARTICLE 7 - PROVISIONS REQUIRED BY LAW: Each and every provision of law and clause required to be inserted in this Contract shall be deemed to be inserted herein and this Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not inserted correctly, then upon application of either party the Contract shall forthwith be physically amended to make such insertion or correction.

ARTICLE 8 - COMPONENT PARTS OF THE CONTRACT: The Contract entered into by this Agreement consist of the following Contract Documents, all of which are component parts of the Contract as if herein set out in full or attached hereto:

Advertisement for Bids
Instructions to Bidders
Scope of Work Summary
Bid Form – Construction Management (Multi-Prime Contract)
Bid Bond
Verification of Contractor and Subcontractor DIR Registration
Designation of Subcontractors
Non-Collusion Declaration
Iran Contracting Act Certification
Certification of Recycled Content
Site Visit Certification
Employment Certification
Certifications and Representations
Agreement
Performance Bond
Payment Bond (Labor and Materials)
Guarantee

Contractor's Certificate Regarding Worker's Compensation
Contractor's Certificate Regarding Drug Free Workplace
Certification of Asbestos-Free Materials
Certification of Employee Status
Claim Certification
Contractor's Certificate Regarding Alcoholic Beverage and Tobacco-Free Campus Policy
DVBE Participation
General Conditions – Construction Management (Multi-Prime Contract)
Supplementary Conditions
Division I – General Requirements
Project Construction Bar Chart Schedule
Specifications
Drawings
Addenda

All of the above named Contract Documents are complementary. Work required by one of the above named contract documents shall be done as if required by all.

Contractors are required by law to be licensed and regulated by the Contractors' State License Board. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 2600, Sacramento, California 95826.

ARTICLE 9 - PREVAILING WAGES: Wage rates for this project shall be in accordance with the general prevailing rate of holiday and overtime work in the locality in which the work is to be performed for each craft, classification, or type of work needed to execute the contract as determined by the Director of the Department of Industrial Relations. Copies of schedules of rates so determined by the Director of Department of Industrial Relations are available on the following website: www.dir.ca.gov/dlsr/PWD/SOUTHERN.html.

The following Labor Code Sections are hereby referenced and made a part of this Agreement and CONTRACTOR stipulates to the provisions contained therein.

- a. Section 1775, Penalty for Failure to Comply with Prevailing Wage Rates.
- b. Section 1813, Penalty for Failure to Pay Overtime.
- c. Sections 1810 and 1811, working Hour Restrictions.
- d. Section 1775, Payroll Records
- e. Section 1773.8, Travel and Subsistence Pay.

ARTICLE 10 - RECORD AUDIT: In accordance with Government Code Section 8546.7, records of both the OWNER and the CONTRACTOR shall be subject to examination and audit by the Auditor General for a period of three (3) years after final payment.

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

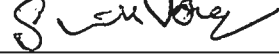
MUROC JOINT UNIFIED SCHOOL DISTRICT

BY _____

Typed or Printed Name

CONTRACTOR:

Integrated Demolition & Remediation, Inc.

BY 

Shrenik Vora

Typed or Printed Name

TITLE President

BY 

RADHIKA VORA

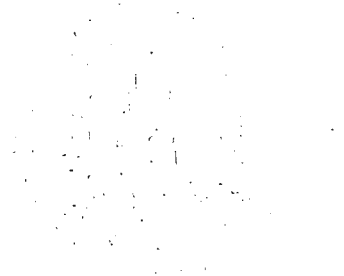
Typed or Printed Name

TITLE SECRETARY

Authorized Officers or Agents

DATE 11/19/19

(CORPORATE SEAL)



DOCUMENT 00 52 24

AGREEMENT

THIS AGREEMENT, made the 18th day of November in the year Two Thousand Nineteen, in the county of Kern, State of California, by and between the Muroc Joint Unified School District, hereinafter called the "OWNER" and Inland Building Construction Companies, Inc. hereinafter called CONTRACTOR.

WITNESSETH that the Owner and the Contractor for the considerations stated herein agree as follows:

ARTICLE 1 - SCOPE OF WORK: The Contractor shall furnish all labor, materials, equipment, tools, utility services and transportation and perform and complete all work required in connection with the construction of:

**K-12 EDWARDS AFB MODERNIZATION AND ADDITIONS
PHASE 2
(DESERT JUNIOR/SENIOR HIGH SCHOOL MODERNIZATION / ADDITIONS)**

Category No. 1 – Miscellaneous and Construction / Specialties, Equipment, and Furnishings

In strict accordance with the Contract Documents enumerated in Article 8 below. The Contractor shall be liable to the Owner for any damages arising as a result of a failure to comply with that obligation, and the Contractor shall not be excused with respect to any failure to so comply by act or omission of the Architect, Construction Manager, Engineer, Inspector, Division of the State Architect, or representative of any of them, unless such act or omission actually prevents the Contractor from fully complying with the Contract Documents and unless the Contractor protests at the time of such alleged prevention that the act or omission is preventing the Contractor from fully complying with the Contract Documents. Such protest shall not be effective unless reduced to writing and filed with the Owner office within three working days of the date of occurrence of the act or omission preventing the Contractor from fully complying with the Contract Documents.

ARTICLE 2 - TIME OF COMPLETION: All work under this Contract shall be completed within a period of Nine Hundred and Thirty (930) consecutive calendar days commencing on or before the date stated in the Owner's written Notice to Proceed in accordance with the project construction schedule activity durations.

ARTICLE 3 - LIQUIDATED DAMAGES: It is agreed that the Contractor will pay the Owner the sum of Two Thousand Dollars (\$2,000.00) per calendar day for each and every day of delay beyond the time prescribed in the Bid Form and Agreement for finishing said work, as Liquidated Damages and not as a penalty or forfeiture. In the event the same is not paid, the Contractor further agrees that the Owner may deduct that amount thereof from any money due or that may become due the Contractor under the Contract. This Article does not exclude recovery of damages under other provisions of the Contract Documents.

ARTICLE 4 - CONTRACT PRICE: The Owner shall pay to the Contractor as full consideration for the faithful performance of the Contract, subject to any additions or deductions as provided in the Contract Documents, the sum of FIVE MILLION SEVEN HUNDRED AND TWENTY-EIGHT THOUSAND AND TWO HUNDRED DOLLARS (\$5,728,200.00) said sum being the total amount stipulated in the Proposal. Payment shall be made as set forth in the General Conditions. Should any change order or construction change directive result in an increase in the contract price, the cost of such change order or construction change directive shall be agreed to in advance by the CONTRACTOR and the OWNER, subject to the monetary limitations set forth in Public Code Section 20118.4. In the event that the CONTRACTOR proceeds with a change in work without an agreement between the OWNER and CONTRACTOR regarding the cost of a change order or a construction change directive, the CONTRACTOR waives any claim of additional compensation for such additional work.

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

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

- a. Liability for (1) death or bodily injury to persons; (2) damage or injury to, loss (including theft), or loss of use of, any property; (3) any failure or alleged failure to comply with any provision of law or the Contract Documents; or (4) any other loss, damage or expense, sustained by any person, firm or corporation or in connection with the Work called for in this Agreement or the Contract Documents, except for liability resulting from the sole or active negligence, or the willful misconduct of the Owner
- b. Any bodily injury to or death of persons or damage to property caused by any act, omission or breach of CONTRACTOR or any person, firm or corporation employed by CONTRACTOR, either directly or by independent contract, including all damages or injury to, loss (including theft), or loss of use of, any property, sustained by any person, firm or corporation, including the Owner, arising out of or in any way connected with Work covered by this Agreement or the Contract Documents, whether said injury or damage occurs either on or off Owner property, but not for any loss, injury, death or damages caused by the sole or active negligence or willful misconduct of the Owner .
- c. Any dispute between CONTRACTOR and CONTRACTOR's subcontractors/supplies/and/or sureties, including, but not limited to, any stop notice actions.

CONTRACTOR, at CONTRACTOR's own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings that may be brought or instituted against the Owner, Architect, Construction Manager, Inspector, the State of California and their officers, agents or employees, on any such claim or liability, and shall pay or satisfy any judgment that may be rendered against the Owner, Architect, Construction Manager, Inspector, the State of California and their officers, agents or employees in any action, suit or other proceedings as a result thereof.

ARTICLE 6 - EARNINGS ASSIGNMENT ORDERS: Pursuant to the requirements of Public Contract Code Section 7110, the Contractor acknowledges that he is aware of the provisions of Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family Code, and that to the best of his knowledge is in full compliance with earnings orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the Employment Development Department.

ARTICLE 7 - PROVISIONS REQUIRED BY LAW: Each and every provision of law and clause required to be inserted in this Contract shall be deemed to be inserted herein and this Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not inserted correctly, then upon application of either party the Contract shall forthwith be physically amended to make such insertion or correction.

ARTICLE 8 - COMPONENT PARTS OF THE CONTRACT: The Contract entered into by this Agreement consist of the following Contract Documents, all of which are component parts of the Contract as if herein set out in full or attached hereto:

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Instructions to Bidders
Scope of Work Summary
Bid Form – Construction Management (Multi-Prime Contract)
Bid Bond
Verification of Contractor and Subcontractor DIR Registration
Designation of Subcontractors
Non-Collusion Declaration
Iran Contracting Act Certification
Certification of Recycled Content
Site Visit Certification
Employment Certification
Certifications and Representations
Agreement
Performance Bond
Payment Bond (Labor and Materials)
Guarantee

Contractor's Certificate Regarding Worker's Compensation
Contractor's Certificate Regarding Drug Free Workplace
Certification of Asbestos-Free Materials
Certification of Employee Status
Claim Certification
Contractor's Certificate Regarding Alcoholic Beverage and Tobacco-Free Campus Policy
DVBE Participation
General Conditions – Construction Management (Multi-Prime Contract)
Supplementary Conditions
Division I – General Requirements
Project Construction Bar Chart Schedule
Specifications
Drawings
Addenda

All of the above named Contract Documents are complementary. Work required by one of the above named contract documents shall be done as if required by all.

Contractors are required by law to be licensed and regulated by the Contractors' State License Board. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 2600, Sacramento, California 95826.

ARTICLE 9 - PREVAILING WAGES: Wage rates for this project shall be in accordance with the general prevailing rate of holiday and overtime work in the locality in which the work is to be performed for each craft, classification, or type of work needed to execute the contract as determined by the Director of the Department of Industrial Relations. Copies of schedules of rates so determined by the Director of Department of Industrial Relations are available on the following website: www.dir.ca.gov/dlsr/PWD/SOUTHERN.html.

The following Labor Code Sections are hereby referenced and made a part of this Agreement and CONTRACTOR stipulates to the provisions contained therein.

- a. Section 1775, Penalty for Failure to Comply with Prevailing Wage Rates.
- b. Section 1813, Penalty for Failure to Pay Overtime.
- c. Sections 1810 and 1811, working Hour Restrictions.
- d. Section 1775, Payroll Records
- e. Section 1773.8, Travel and Subsistence Pay.

ARTICLE 10 - RECORD AUDIT: In accordance with Government Code Section 8546.7, records of both the OWNER and the CONTRACTOR shall be subject to examination and audit by the Auditor General for a period of three (3) years after final payment.

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

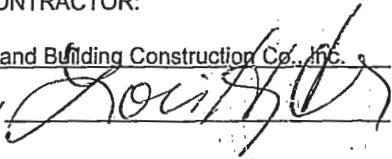
MUROC JOINT UNIFIED SCHOOL DISTRICT

BY _____

Typed or Printed Name

CONTRACTOR:

Inland Building Construction Co., Inc.

BY 

Lori Hyder, Vice President

Typed or Printed Name

TITLE _____

BY _____

Typed or Printed Name

TITLE Lori Hyder, Vice President

Authorized Officers or Agents

DATE November 18, 2019

(CORPORATE SEAL)

DOCUMENT 00 52 24

AGREEMENT

THIS AGREEMENT, made the _____ day of November in the year Two Thousand Nineteen, in the county of Kern, State of California, by and between the Muroc Joint Unified School District, hereinafter called the "OWNER" and Cooley Construction, Inc. hereinafter called CONTRACTOR.

WITNESSETH that the Owner and the Contractor for the considerations stated herein agree as follows:

ARTICLE 1 - SCOPE OF WORK: The Contractor shall furnish all labor, materials, equipment, tools, utility services and transportation and perform and complete all work required in connection with the construction of:

**K-12 EDWARDS AFB MODERNIZATION AND ADDITIONS
PHASE 2
(DESERT JUNIOR/SENIOR HIGH SCHOOL MODERNIZATION / ADDITIONS)**

Category No. 2 – Precise Grading, Paving Curb and Gutter, and Site Plumbing

In strict accordance with the Contract Documents enumerated in Article 8 below. The Contractor shall be liable to the Owner for any damages arising as a result of a failure to comply with that obligation, and the Contractor shall not be excused with respect to any failure to so comply by act or omission of the Architect, Construction Manager, Engineer, Inspector, Division of the State Architect, or representative of any of them, unless such act or omission actually prevents the Contractor from fully complying with the Contract Documents and unless the Contractor protests at the time of such alleged prevention that the act or omission is preventing the Contractor from fully complying with the Contract Documents. Such protest shall not be effective unless reduced to writing and filed with the Owner office within three working days of the date of occurrence of the act or omission preventing the Contractor from fully complying with the Contract Documents.

ARTICLE 2 - TIME OF COMPLETION: All work under this Contract shall be completed within a period of Nine Hundred and Thirty (930) consecutive calendar days commencing on or before the date stated in the Owner's written Notice to Proceed in accordance with the project construction schedule activity durations.

ARTICLE 3 - LIQUIDATED DAMAGES: It is agreed that the Contractor will pay the Owner the sum of Two Thousand Dollars (\$2,000.00) per calendar day for each and every day of delay beyond the time prescribed in the Bid Form and Agreement for finishing said work, as Liquidated Damages and not as a penalty or forfeiture. In the event the same is not paid, the Contractor further agrees that the Owner may deduct that amount thereof from any money due or that may become due the Contractor under the Contract. This Article does not exclude recovery of damages under other provisions of the Contract Documents.

ARTICLE 4 - CONTRACT PRICE: The Owner shall pay to the Contractor as full consideration for the faithful performance of the Contract, subject to any additions or deductions as provided in the Contract Documents, the sum of FOUR MILLION THREE HUNDRED AND FIFTY-FIVE THOUSAND DOLLARS (\$4,355,000.00) said sum being the total amount stipulated in the Proposal. Payment shall be made as set forth in the General Conditions. Should any change order or construction change directive result in an increase in the contract price, the cost of such change order or construction change directive shall be agreed to in advance by the CONTRACTOR and the OWNER, subject to the monetary limitations set forth in Public Code Section 20118.4. In the event that the CONTRACTOR proceeds with a change in work without an agreement between the OWNER and CONTRACTOR regarding the cost of a change order or a construction change directive, the CONTRACTOR waives any claim of additional compensation for such additional work.

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

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

- a. Liability for (1) death or bodily injury to persons; (2) damage or injury to, loss (including theft), or loss of use of, any property; (3) any failure or alleged failure to comply with any provision of law or the Contract Documents; or (4) any other loss, damage or expense, sustained by any person, firm or corporation or in connection with the Work called for in this Agreement or the Contract Documents, except for liability resulting from the sole or active negligence, or the willful misconduct of the Owner
- b. Any bodily injury to or death of persons or damage to property caused by any act, omission or breach of CONTRACTOR or any person, firm or corporation employed by CONTRACTOR, either directly or by independent contract, including all damages or injury to, loss (including theft), or loss of use of, any property, sustained by any person, firm or corporation, including the Owner, arising out of or in any way connected with Work covered by this Agreement or the Contract Documents, whether said injury or damage occurs either on or off Owner property, but not for any loss, injury, death or damages caused by the sole or active negligence or willful misconduct of the Owner .
- c. Any dispute between CONTRACTOR and CONTRACTOR's subcontractors/supplies/and/or sureties, including, but not limited to, any stop notice actions.

CONTRACTOR, at CONTRACTOR's own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings that may be brought or instituted against the Owner, Architect, Construction Manager, Inspector, the State of California and their officers, agents or employees, on any such claim or liability, and shall pay or satisfy any judgment that may be rendered against the Owner, Architect, Construction Manager, Inspector, the State of California and their officers, agents or employees in any action, suit or other proceedings as a result thereof.

ARTICLE 6 - EARNINGS ASSIGNMENT ORDERS: Pursuant to the requirements of Public Contract Code Section 7110, the Contractor acknowledges that he is aware of the provisions of Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family Code, and that to the best of his knowledge is in full compliance with earnings orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the Employment Development Department.

ARTICLE 7 - PROVISIONS REQUIRED BY LAW: Each and every provision of law and clause required to be inserted in this Contract shall be deemed to be inserted herein and this Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not inserted correctly, then upon application of either party the Contract shall forthwith be physically amended to make such insertion or correction.

ARTICLE 8 - COMPONENT PARTS OF THE CONTRACT: The Contract entered into by this Agreement consist of the following Contract Documents, all of which are component parts of the Contract as if herein set out in full or attached hereto:

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Certification of Recycled Content
Site Visit Certification
Employment Certification
Certifications and Representations
Agreement
Performance Bond
Payment Bond (Labor and Materials)
Guarantee

Contractor's Certificate Regarding Worker's Compensation
Contractor's Certificate Regarding Drug Free Workplace
Certification of Asbestos-Free Materials
Certification of Employee Status
Claim Certification
Contractor's Certificate Regarding Alcoholic Beverage and Tobacco-Free Campus Policy
DVBE Participation
General Conditions – Construction Management (Multi-Prime Contract)
Supplementary Conditions
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Drawings
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All of the above named Contract Documents are complementary. Work required by one of the above named contract documents shall be done as if required by all.

Contractors are required by law to be licensed and regulated by the Contractors' State License Board. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 2600, Sacramento, California 95826.

ARTICLE 9 - PREVAILING WAGES: Wage rates for this project shall be in accordance with the general prevailing rate of holiday and overtime work in the locality in which the work is to be performed for each craft, classification, or type of work needed to execute the contract as determined by the Director of the Department of Industrial Relations. Copies of schedules of rates so determined by the Director of Department of Industrial Relations are available on the following website: www.dir.ca.gov/dlsr/PWD/SOUTHERN.html.

The following Labor Code Sections are hereby referenced and made a part of this Agreement and CONTRACTOR stipulates to the provisions contained therein.

- a. Section 1775, Penalty for Failure to Comply with Prevailing Wage Rates.
- b. Section 1813, Penalty for Failure to Pay Overtime.
- c. Sections 1810 and 1811, working Hour Restrictions.
- d. Section 1775, Payroll Records
- e. Section 1773.8, Travel and Subsistence Pay.

ARTICLE 10 - RECORD AUDIT: In accordance with Government Code Section 8546.7, records of both the OWNER and the CONTRACTOR shall be subject to examination and audit by the Auditor General for a period of three (3) years after final payment.

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

MUROC JOINT UNIFIED SCHOOL DISTRICT

BY _____

Typed or Printed Name

CONTRACTOR:

Cooley Construction, Inc. _____

BY B Cooley _____

Benjamin Cooley _____

Typed or Printed Name

TITLE President _____

BY [Signature] _____

Ronald Walker _____

Typed or Printed Name

TITLE Secretary _____

Authorized Officers or Agents

DATE 11/20/19 _____

(CORPORATE SEAL)

DOCUMENT 00 52 24

AGREEMENT

THIS AGREEMENT, made the 25th day of November in the year Two Thousand Nineteen, in the county of Kern, State of California, by and between the Muroc Joint Unified School District, hereinafter called the "OWNER" and Hamel Contracting, Inc. hereinafter called CONTRACTOR.

WITNESSETH that the Owner and the Contractor for the considerations stated herein agree as follows:

ARTICLE 1 - SCOPE OF WORK: The Contractor shall furnish all labor, materials, equipment, tools, utility services and transportation and perform and complete all work required in connection with the construction of:

**K-12 EDWARDS AFB MODERNIZATION AND ADDITIONS
PHASE 2
(DESERT JUNIOR/SENIOR HIGH SCHOOL MODERNIZATION / ADDITIONS)**

Category No. 3 – Building Concrete

In strict accordance with the Contract Documents enumerated in Article 8 below. The Contractor shall be liable to the Owner for any damages arising as a result of a failure to comply with that obligation, and the Contractor shall not be excused with respect to any failure to so comply by act or omission of the Architect, Construction Manager, Engineer, Inspector, Division of the State Architect, or representative of any of them, unless such act or omission actually prevents the Contractor from fully complying with the Contract Documents and unless the Contractor protests at the time of such alleged prevention that the act or omission is preventing the Contractor from fully complying with the Contract Documents. Such protest shall not be effective unless reduced to writing and filed with the Owner office within three working days of the date of occurrence of the act or omission preventing the Contractor from fully complying with the Contract Documents.

ARTICLE 2 - TIME OF COMPLETION: All work under this Contract shall be completed within a period of Nine Hundred and Thirty (930) consecutive calendar days commencing on or before the date stated in the Owner's written Notice to Proceed in accordance with the project construction schedule activity durations.

ARTICLE 3 - LIQUIDATED DAMAGES: It is agreed that the Contractor will pay the Owner the sum of Two Thousand Dollars (\$2,000.00) per calendar day for each and every day of delay beyond the time prescribed in the Bid Form and Agreement for finishing said work, as Liquidated Damages and not as a penalty or forfeiture. In the event the same is not paid, the Contractor further agrees that the Owner may deduct that amount thereof from any money due or that may become due the Contractor under the Contract. This Article does not exclude recovery of damages under other provisions of the Contract Documents.

ARTICLE 4 - CONTRACT PRICE: The Owner shall pay to the Contractor as full consideration for the faithful performance of the Contract, subject to any additions or deductions as provided in the Contract Documents, the sum of THREE MILLION TWO HUNDRED AND FORTY-FIVE THOUSAND DOLLARS (\$3,245,000.00) said sum being the total amount stipulated in the Proposal. Payment shall be made as set forth in the General Conditions. Should any change order or construction change directive result in an increase in the contract price, the cost of such change order or construction change directive shall be agreed to in advance by the CONTRACTOR and the OWNER, subject to the monetary limitations set forth in Public Code Section 20118.4. In the event that the CONTRACTOR proceeds with a change in work without an agreement between the OWNER and CONTRACTOR regarding the cost of a change order or a construction change directive, the CONTRACTOR waives any claim of additional compensation for such additional work.

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

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

- a. Liability for (1) death or bodily injury to persons; (2) damage or injury to, loss (including theft), or loss of use of, any property; (3) any failure or alleged failure to comply with any provision of law or the Contract Documents; or (4) any other loss, damage or expense, sustained by any person, firm or corporation or in connection with the Work called for in this Agreement or the Contract Documents, except for liability resulting from the sole or active negligence, or the willful misconduct of the Owner .
- b. Any bodily injury to or death of persons or damage to property caused by any act, omission or breach of CONTRACTOR or any person, firm or corporation employed by CONTRACTOR, either directly or by independent contract, including all damages or injury to, loss (including theft), or loss of use of, any property, sustained by any person, firm or corporation, including the Owner, arising out of or in any way connected with Work covered by this Agreement or the Contract Documents, whether said injury or damage occurs either on or off Owner property, but not for any loss, injury, death or damages caused by the sole or active negligence or willful misconduct of the Owner .
- c. Any dispute between CONTRACTOR and CONTRACTOR's subcontractors/supplies/and/or sureties, including, but not limited to, any stop notice actions.

CONTRACTOR, at CONTRACTOR's own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings that may be brought or instituted against the Owner, Architect, Construction Manager, Inspector, the State of California and their officers, agents or employees, on any such claim or liability, and shall pay or satisfy any judgment that may be rendered against the Owner, Architect, Construction Manager, Inspector, the State of California and their officers, agents or employees in any action, suit or other proceedings as a result thereof.

ARTICLE 6 - EARNINGS ASSIGNMENT ORDERS: Pursuant to the requirements of Public Contract Code Section 7110, the Contractor acknowledges that he is aware of the provisions of Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family Code, and that to the best of his knowledge is in full compliance with earnings orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the Employment Development Department.

ARTICLE 7 - PROVISIONS REQUIRED BY LAW: Each and every provision of law and clause required to be inserted in this Contract shall be deemed to be inserted herein and this Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not inserted correctly, then upon application of either party the Contract shall forthwith be physically amended to make such insertion or correction.

ARTICLE 8 - COMPONENT PARTS OF THE CONTRACT: The Contract entered into by this Agreement consist of the following Contract Documents, all of which are component parts of the Contract as if herein set out in full or attached hereto:

Advertisement for Bids
Instructions to Bidders
Scope of Work Summary
Bid Form – Construction Management (Multi-Prime Contract)
Bid Bond
Verification of Contractor and Subcontractor DIR Registration
Designation of Subcontractors
Non-Collusion Declaration
Iran Contracting Act Certification
Certification of Recycled Content
Site Visit Certification
Employment Certification
Certifications and Representations
Agreement
Performance Bond
Payment Bond (Labor and Materials)
Guarantee

Contractor's Certificate Regarding Worker's Compensation
Contractor's Certificate Regarding Drug Free Workplace
Certification of Asbestos-Free Materials
Certification of Employee Status
Claim Certification
Contractor's Certificate Regarding Alcoholic Beverage and Tobacco-Free Campus Policy
DVBE Participation
General Conditions – Construction Management (Multi-Prime Contract)
Supplementary Conditions
Division I – General Requirements
Project Construction Bar Chart Schedule
Specifications
Drawings
Addenda

All of the above named Contract Documents are complementary. Work required by one of the above named contract documents shall be done as if required by all.

Contractors are required by law to be licensed and regulated by the Contractors' State License Board. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 2600, Sacramento, California 95826.

ARTICLE 9 - PREVAILING WAGES: Wage rates for this project shall be in accordance with the general prevailing rate of holiday and overtime work in the locality in which the work is to be performed for each craft, classification, or type of work needed to execute the contract as determined by the Director of the Department of Industrial Relations. Copies of schedules of rates so determined by the Director of Department of Industrial Relations are available on the following website: www.dir.ca.gov/dlsr/PWD/SOUTHERN.html.

The following Labor Code Sections are hereby referenced and made a part of this Agreement and CONTRACTOR stipulates to the provisions contained therein.

- a. Section 1775, Penalty for Failure to Comply with Prevailing Wage Rates.
- b. Section 1813, Penalty for Failure to Pay Overtime.
- c. Sections 1810 and 1811, working Hour Restrictions.
- d. Section 1775, Payroll Records
- e. Section 1773.8, Travel and Subsistence Pay.

ARTICLE 10 - RECORD AUDIT: In accordance with Government Code Section 8546.7, records of both the OWNER and the CONTRACTOR shall be subject to examination and audit by the Auditor General for a period of three (3) years after final payment.

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

MUROC JOINT UNIFIED SCHOOL DISTRICT

BY _____

Typed or Printed Name

CONTRACTOR:

Hamel Contracting, Inc.

BY _____

Grant J. Hamel

Typed or Printed Name

TITLE President

BY NA

Typed or Printed Name

TITLE NA

Authorized Officers or Agents

DATE 11/25/2019

(CORPORATE SEAL)

DOCUMENT 00 52 24

AGREEMENT

THIS AGREEMENT, made the 26th day of November in the year Two Thousand Nineteen, in the county of Kern, State of California, by and between the Muroc Joint Unified School District, hereinafter called the "OWNER" and KCB Towers, Inc. hereinafter called CONTRACTOR.

WITNESSETH that the Owner and the Contractor for the considerations stated herein agree as follows:

ARTICLE 1 - SCOPE OF WORK: The Contractor shall furnish all labor, materials, equipment, tools, utility services and transportation and perform and complete all work required in connection with the construction of:

**K-12 EDWARDS AFB MODERNIZATION AND ADDITIONS
PHASE 2
(DESERT JUNIOR/SENIOR HIGH SCHOOL MODERNIZATION / ADDITIONS)**

Category No. 5 – Structural Steel/Metal Fabrication and Miscellaneous Metals

In strict accordance with the Contract Documents enumerated in Article 8 below. The Contractor shall be liable to the Owner for any damages arising as a result of a failure to comply with that obligation, and the Contractor shall not be excused with respect to any failure to so comply by act or omission of the Architect, Construction Manager, Engineer, Inspector, Division of the State Architect, or representative of any of them, unless such act or omission actually prevents the Contractor from fully complying with the Contract Documents and unless the Contractor protests at the time of such alleged prevention that the act or omission is preventing the Contractor from fully complying with the Contract Documents. Such protest shall not be effective unless reduced to writing and filed with the Owner office within three working days of the date of occurrence of the act or omission preventing the Contractor from fully complying with the Contract Documents.

ARTICLE 2 - TIME OF COMPLETION: All work under this Contract shall be completed within a period of Nine Hundred and Thirty (930) consecutive calendar days commencing on or before the date stated in the Owner's written Notice to Proceed in accordance with the project construction schedule activity durations.

ARTICLE 3 - LIQUIDATED DAMAGES: It is agreed that the Contractor will pay the Owner the sum of Two Thousand Dollars (\$2,000.00) per calendar day for each and every day of delay beyond the time prescribed in the Bid Form and Agreement for finishing said work, as Liquidated Damages and not as a penalty or forfeiture. In the event the same is not paid, the Contractor further agrees that the Owner may deduct that amount thereof from any money due or that may become due the Contractor under the Contract. This Article does not exclude recovery of damages under other provisions of the Contract Documents.

ARTICLE 4 - CONTRACT PRICE: The Owner shall pay to the Contractor as full consideration for the faithful performance of the Contract, subject to any additions or deductions as provided in the Contract Documents, the sum of FOUR MILLION EIGHT HUNDRED AND NINETY-SIX THOUSAND AND NINETY-FIVE DOLLARS (\$4,896,095.00) said sum being the total amount stipulated in the Proposal. Payment shall be made as set forth in the General Conditions. Should any change order or construction change directive result in an increase in the contract price, the cost of such change order or construction change directive shall be agreed to in advance by the CONTRACTOR and the OWNER, subject to the monetary limitations set forth in Public Code Section 20118.4. In the event that the CONTRACTOR proceeds with a change in work without an agreement between the OWNER and CONTRACTOR regarding the cost of a change order or a construction change directive, the CONTRACTOR waives any claim of additional compensation for such additional work.

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

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

- a. Liability for (1) death or bodily injury to persons; (2) damage or injury to, loss (including theft), or loss of use of, any property; (3) any failure or alleged failure to comply with any provision of law or the Contract Documents; or (4) any other loss, damage or expense, sustained by any person, firm or corporation or in connection with the Work called for in this Agreement or the Contract Documents, except for liability resulting from the sole or active negligence, or the willful misconduct of the Owner .
- b. Any bodily injury to or death of persons or damage to property caused by any act, omission or breach of CONTRACTOR or any person, firm or corporation employed by CONTRACTOR, either directly or by independent contract, including all damages or injury to, loss (including theft), or loss of use of, any property, sustained by any person, firm or corporation, including the Owner, arising out of or in any way connected with Work covered by this Agreement or the Contract Documents, whether said injury or damage occurs either on or off Owner property, but not for any loss, injury, death or damages caused by the sole or active negligence or willful misconduct of the Owner .
- c. Any dispute between CONTRACTOR and CONTRACTOR's subcontractors/supplies/and/or sureties, including, but not limited to, any stop notice actions.

CONTRACTOR, at CONTRACTOR's own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings that may be brought or instituted against the Owner, Architect, Construction Manager, Inspector, the State of California and their officers, agents or employees, on any such claim or liability, and shall pay or satisfy any judgment that may be rendered against the Owner, Architect, Construction Manager, Inspector, the State of California and their officers, agents or employees in any action, suit or other proceedings as a result thereof.

ARTICLE 6 - EARNINGS ASSIGNMENT ORDERS: Pursuant to the requirements of Public Contract Code Section 7110, the Contractor acknowledges that he is aware of the provisions of Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family Code, and that to the best of his knowledge is in full compliance with earnings orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the Employment Development Department.

ARTICLE 7 - PROVISIONS REQUIRED BY LAW: Each and every provision of law and clause required to be inserted in this Contract shall be deemed to be inserted herein and this Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not inserted correctly, then upon application of either party the Contract shall forthwith be physically amended to make such insertion or correction.

ARTICLE 8 - COMPONENT PARTS OF THE CONTRACT: The Contract entered into by this Agreement consist of the following Contract Documents, all of which are component parts of the Contract as if herein set out in full or attached hereto:

Advertisement for Bids
Instructions to Bidders
Scope of Work Summary
Bid Form – Construction Management (Multi-Prime Contract)
Bid Bond
Verification of Contractor and Subcontractor DIR Registration
Designation of Subcontractors
Non-Collusion Declaration
Iran Contracting Act Certification
Certification of Recycled Content
Site Visit Certification
Employment Certification
Certifications and Representations
Agreement
Performance Bond
Payment Bond (Labor and Materials)
Guarantee

Contractor's Certificate Regarding Worker's Compensation
Contractor's Certificate Regarding Drug Free Workplace
Certification of Asbestos-Free Materials
Certification of Employee Status
Claim Certification
Contractor's Certificate Regarding Alcoholic Beverage and Tobacco-Free Campus Policy
DVBE Participation
General Conditions – Construction Management (Multi-Prime Contract)
Supplementary Conditions
Division I – General Requirements
Project Construction Bar Chart Schedule
Specifications
Drawings
Addenda

All of the above named Contract Documents are complementary. Work required by one of the above named contract documents shall be done as if required by all.

Contractors are required by law to be licensed and regulated by the Contractors' State License Board. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 2600, Sacramento, California 95826.

ARTICLE 9 - PREVAILING WAGES: Wage rates for this project shall be in accordance with the general prevailing rate of holiday and overtime work in the locality in which the work is to be performed for each craft, classification, or type of work needed to execute the contract as determined by the Director of the Department of Industrial Relations. Copies of schedules of rates so determined by the Director of Department of Industrial Relations are available on the following website: www.dir.ca.gov/dlsr/PWD/SOUTHERN.html.

The following Labor Code Sections are hereby referenced and made a part of this Agreement and CONTRACTOR stipulates to the provisions contained therein.

- a. Section 1775, Penalty for Failure to Comply with Prevailing Wage Rates.
- b. Section 1813, Penalty for Failure to Pay Overtime.
- c. Sections 1810 and 1811, working Hour Restrictions.
- d. Section 1775, Payroll Records
- e. Section 1773.8, Travel and Subsistence Pay.

ARTICLE 10 - RECORD AUDIT: In accordance with Government Code Section 8546.7, records of both the OWNER and the CONTRACTOR shall be subject to examination and audit by the Auditor General for a period of three (3) years after final payment.

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

MUROC JOINT UNIFIED SCHOOL DISTRICT

BY _____

Typed or Printed Name

CONTRACTOR:

KCB Towers, Inc.

BY _____

Lynn Bogn

Typed or Printed Name

TITLE President

BY _____

Sharon Bogn

Sharon Bogn

Typed or Printed Name

TITLE Secretary

Authorized Officers or Agents

DATE November 26, 2019

(CORPORATE SEAL)

DOCUMENT 00 52 24

AGREEMENT

THIS AGREEMENT, made the _____ day of November in the year Two Thousand Nineteen, in the county of Kern, State of California, by and between the Muroc Joint Unified School District, hereinafter called the "OWNER" and Exbon Development, Inc. hereinafter called CONTRACTOR.

WITNESSETH that the Owner and the Contractor for the considerations stated herein agree as follows:

ARTICLE 1 - SCOPE OF WORK: The Contractor shall furnish all labor, materials, equipment, tools, utility services and transportation and perform and complete all work required in connection with the construction of:

**K-12 EDWARDS AFB MODERNIZATION AND ADDITIONS
PHASE 2
(DESERT JUNIOR/SENIOR HIGH SCHOOL MODERNIZATION / ADDITIONS)**

Category No. 7 – Roofing, Sheet Metal and Accessories, Expansion Joint Assemblies, and Metal Siding

In strict accordance with the Contract Documents enumerated in Article 8 below. The Contractor shall be liable to the Owner for any damages arising as a result of a failure to comply with that obligation, and the Contractor shall not be excused with respect to any failure to so comply by act or omission of the Architect, Construction Manager, Engineer, Inspector, Division of the State Architect, or representative of any of them, unless such act or omission actually prevents the Contractor from fully complying with the Contract Documents and unless the Contractor protests at the time of such alleged prevention that the act or omission is preventing the Contractor from fully complying with the Contract Documents. Such protest shall not be effective unless reduced to writing and filed with the Owner office within three working days of the date of occurrence of the act or omission preventing the Contractor from fully complying with the Contract Documents.

ARTICLE 2 - TIME OF COMPLETION: All work under this Contract shall be completed within a period of Nine Hundred and Thirty (930) consecutive calendar days commencing on or before the date stated in the Owner's written Notice to Proceed in accordance with the project construction schedule activity durations.

ARTICLE 3 - LIQUIDATED DAMAGES: It is agreed that the Contractor will pay the Owner the sum of Two Thousand Dollars (\$2,000.00) per calendar day for each and every day of delay beyond the time prescribed in the Bid Form and Agreement for finishing said work, as Liquidated Damages and not as a penalty or forfeiture. In the event the same is not paid, the Contractor further agrees that the Owner may deduct that amount thereof from any money due or that may become due the Contractor under the Contract. This Article does not exclude recovery of damages under other provisions of the Contract Documents.

ARTICLE 4 - CONTRACT PRICE: The Owner shall pay to the Contractor as full consideration for the faithful performance of the Contract, subject to any additions or deductions as provided in the Contract Documents, the sum of TWO MILLION EIGHT HUNDRED FOURTEEN THOUSAND NINE HUNDRED AND SEVENTY DOLLARS (\$2,814,970.00) said sum being the total amount stipulated in the Proposal. Payment shall be made as set forth in the General Conditions. Should any change order or construction change directive result in an increase in the contract price, the cost of such change order or construction change directive shall be agreed to in advance by the CONTRACTOR and the OWNER, subject to the monetary limitations set forth in Public Code Section 20118.4. In the event that the CONTRACTOR proceeds with a change in work without an agreement between the OWNER and CONTRACTOR regarding the cost of a change order or a construction change directive, the CONTRACTOR waives any claim of additional compensation for such additional work.

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

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

- a. Liability for (1) death or bodily injury to persons; (2) damage or injury to, loss (including theft), or loss of use of, any property; (3) any failure or alleged failure to comply with any provision of law or the Contract Documents; or (4) any other loss, damage or expense, sustained by any person, firm or corporation or in connection with the Work called for in this Agreement or the Contract Documents, except for liability resulting from the sole or active negligence, or the willful misconduct of the Owner
- b. Any bodily injury to or death of persons or damage to property caused by any act, omission or breach of CONTRACTOR or any person, firm or corporation employed by CONTRACTOR, either directly or by independent contract, including all damages or injury to, loss (including theft), or loss of use of, any property, sustained by any person, firm or corporation, including the Owner, arising out of or in any way connected with Work covered by this Agreement or the Contract Documents, whether said injury or damage occurs either on or off Owner property, but not for any loss, injury, death or damages caused by the sole or active negligence or willful misconduct of the Owner .
- c. Any dispute between CONTRACTOR and CONTRACTOR's subcontractors/supplies/and/or sureties, including, but not limited to, any stop notice actions.

CONTRACTOR, at CONTRACTOR's own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings that may be brought or instituted against the Owner, Architect, Construction Manager, Inspector, the State of California and their officers, agents or employees, on any such claim or liability, and shall pay or satisfy any judgment that may be rendered against the Owner, Architect, Construction Manager, Inspector, the State of California and their officers, agents or employees in any action, suit or other proceedings as a result thereof.

ARTICLE 6 - EARNINGS ASSIGNMENT ORDERS: Pursuant to the requirements of Public Contract Code Section 7110, the Contractor acknowledges that he is aware of the provisions of Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family Code, and that to the best of his knowledge is in full compliance with earnings orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the Employment Development Department.

ARTICLE 7 - PROVISIONS REQUIRED BY LAW: Each and every provision of law and clause required to be inserted in this Contract shall be deemed to be inserted herein and this Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not inserted correctly, then upon application of either party the Contract shall forthwith be physically amended to make such insertion or correction.

ARTICLE 8 - COMPONENT PARTS OF THE CONTRACT: The Contract entered into by this Agreement consist of the following Contract Documents, all of which are component parts of the Contract as if herein set out in full or attached hereto:

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Bid Bond
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Designation of Subcontractors
Non-Collusion Declaration
Iran Contracting Act Certification
Certification of Recycled Content
Site Visit Certification
Employment Certification
Certifications and Representations
Agreement
Performance Bond
Payment Bond (Labor and Materials)
Guarantee

Contractor's Certificate Regarding Worker's Compensation
Contractor's Certificate Regarding Drug Free Workplace
Certification of Asbestos-Free Materials
Certification of Employee Status
Claim Certification
Contractor's Certificate Regarding Alcoholic Beverage and Tobacco-Free Campus Policy
DVBE Participation
General Conditions – Construction Management (Multi-Prime Contract)
Supplementary Conditions
Division I – General Requirements
Project Construction Bar Chart Schedule
Specifications
Drawings
Addenda

All of the above named Contract Documents are complementary. Work required by one of the above named contract documents shall be done as if required by all.

Contractors are required by law to be licensed and regulated by the Contractors' State License Board. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 2600, Sacramento, California 95826.

ARTICLE 9 - PREVAILING WAGES: Wage rates for this project shall be in accordance with the general prevailing rate of holiday and overtime work in the locality in which the work is to be performed for each craft, classification, or type of work needed to execute the contract as determined by the Director of the Department of Industrial Relations. Copies of schedules of rates so determined by the Director of Department of Industrial Relations are available on the following website: www.dir.ca.gov/dlsr/PWD/SOUTHERN.html.

The following Labor Code Sections are hereby referenced and made a part of this Agreement and CONTRACTOR stipulates to the provisions contained therein.

- a. Section 1775, Penalty for Failure to Comply with Prevailing Wage Rates.
- b. Section 1813, Penalty for Failure to Pay Overtime.
- c. Sections 1810 and 1811, working Hour Restrictions.
- d. Section 1775, Payroll Records
- e. Section 1773.8, Travel and Subsistence Pay.

ARTICLE 10 - RECORD AUDIT: In accordance with Government Code Section 8546.7, records of both the OWNER and the CONTRACTOR shall be subject to examination and audit by the Auditor General for a period of three (3) years after final payment.

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

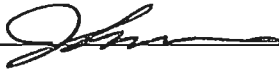
MUROC JOINT UNIFIED SCHOOL DISTRICT

BY _____

Typed or Printed Name

CONTRACTOR:

Exbon Development, Inc.

BY 

Janet H. Lee

Typed or Printed Name

TITLE President

BY 

Janet H. Lee

Typed or Printed Name

TITLE Secretary

Authorized Officers or Agents

DATE 11/21/2019

(CORPORATE SEAL)

DOCUMENT 00 52 24

AGREEMENT

THIS AGREEMENT, made the _____ day of November in the year Two Thousand Nineteen, in the county of Kern, State of California, by and between the Muroc Joint Unified School District, hereinafter called the "OWNER" and Whitehead Construction, Inc. hereinafter called CONTRACTOR.

WITNESSETH that the Owner and the Contractor for the considerations stated herein agree as follows:

ARTICLE 1 - SCOPE OF WORK: The Contractor shall furnish all labor, materials, equipment, tools, utility services and transportation and perform and complete all work required in connection with the construction of:

**K-12 EDWARDS AFB MODERNIZATION AND ADDITIONS
PHASE 2
(DESERT JUNIOR/SENIOR HIGH SCHOOL MODERNIZATION / ADDITIONS)**

Category No. 8 – Doors and Frames, Windows, Glazing, and Finish Hardware

In strict accordance with the Contract Documents enumerated in Article 8 below. The Contractor shall be liable to the Owner for any damages arising as a result of a failure to comply with that obligation, and the Contractor shall not be excused with respect to any failure to so comply by act or omission of the Architect, Construction Manager, Engineer, Inspector, Division of the State Architect, or representative of any of them, unless such act or omission actually prevents the Contractor from fully complying with the Contract Documents and unless the Contractor protests at the time of such alleged prevention that the act or omission is preventing the Contractor from fully complying with the Contract Documents. Such protest shall not be effective unless reduced to writing and filed with the Owner office within three working days of the date of occurrence of the act or omission preventing the Contractor from fully complying with the Contract Documents.

ARTICLE 2 - TIME OF COMPLETION: All work under this Contract shall be completed within a period of Nine Hundred and Thirty (930) consecutive calendar days commencing on or before the date stated in the Owner's written Notice to Proceed in accordance with the project construction schedule activity durations.

ARTICLE 3 - LIQUIDATED DAMAGES: It is agreed that the Contractor will pay the Owner the sum of Two Thousand Dollars (\$2,000.00) per calendar day for each and every day of delay beyond the time prescribed in the Bid Form and Agreement for finishing said work, as Liquidated Damages and not as a penalty or forfeiture. In the event the same is not paid, the Contractor further agrees that the Owner may deduct that amount thereof from any money due or that may become due the Contractor under the Contract. This Article does not exclude recovery of damages under other provisions of the Contract Documents.

ARTICLE 4 - CONTRACT PRICE: The Owner shall pay to the Contractor as full consideration for the faithful performance of the Contract, subject to any additions or deductions as provided in the Contract Documents, the sum of ONE MILLION THREE HUNDRED EIGHTY-SIX THOUSAND DOLLARS (\$1,386,000.00) said sum being the total amount stipulated in the Proposal. Payment shall be made as set forth in the General Conditions. Should any change order or construction change directive result in an increase in the contract price, the cost of such change order or construction change directive shall be agreed to in advance by the CONTRACTOR and the OWNER, subject to the monetary limitations set forth in Public Code Section 20118.4. In the event that the CONTRACTOR proceeds with a change in work without an agreement between the OWNER and CONTRACTOR regarding the cost of a change order or a construction change directive, the CONTRACTOR waives any claim of additional compensation for such additional work.

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

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

- a. Liability for (1) death or bodily injury to persons; (2) damage or injury to, loss (including theft), or loss of use of, any property; (3) any failure or alleged failure to comply with any provision of law or the Contract Documents; or (4) any other loss, damage or expense, sustained by any person, firm or corporation or in connection with the Work called for in this Agreement or the Contract Documents, except for liability resulting from the sole or active negligence, or the willful misconduct of the Owner
- b. Any bodily injury to or death of persons or damage to property caused by any act, omission or breach of CONTRACTOR or any person, firm or corporation employed by CONTRACTOR, either directly or by independent contract, including all damages or injury to, loss (including theft), or loss of use of, any property, sustained by any person, firm or corporation, including the Owner, arising out of or in any way connected with Work covered by this Agreement or the Contract Documents, whether said injury or damage occurs either on or off Owner property, but not for any loss, injury, death or damages caused by the sole or active negligence or willful misconduct of the Owner .
- c. Any dispute between CONTRACTOR and CONTRACTOR's subcontractors/supplies/and/or sureties, including, but not limited to, any stop notice actions.

CONTRACTOR, at CONTRACTOR's own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings that may be brought or instituted against the Owner, Architect, Construction Manager, Inspector, the State of California and their officers, agents or employees, on any such claim or liability, and shall pay or satisfy any judgment that may be rendered against the Owner, Architect, Construction Manager, Inspector, the State of California and their officers, agents or employees in any action, suit or other proceedings as a result thereof.

ARTICLE 6 - EARNINGS ASSIGNMENT ORDERS: Pursuant to the requirements of Public Contract Code Section 7110, the Contractor acknowledges that he is aware of the provisions of Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family Code, and that to the best of his knowledge is in full compliance with earnings orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the Employment Development Department.

ARTICLE 7 - PROVISIONS REQUIRED BY LAW: Each and every provision of law and clause required to be inserted in this Contract shall be deemed to be inserted herein and this Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not inserted correctly, then upon application of either party the Contract shall forthwith be physically amended to make such insertion or correction.

ARTICLE 8 - COMPONENT PARTS OF THE CONTRACT: The Contract entered into by this Agreement consist of the following Contract Documents, all of which are component parts of the Contract as if herein set out in full or attached hereto:

Advertisement for Bids
Instructions to Bidders
Scope of Work Summary
Bid Form – Construction Management (Multi-Prime Contract)
Bid Bond
Verification of Contractor and Subcontractor DIR Registration
Designation of Subcontractors
Non-Collusion Declaration
Iran Contracting Act Certification
Certification of Recycled Content
Site Visit Certification
Employment Certification
Certifications and Representations
Agreement
Performance Bond
Payment Bond (Labor and Materials)
Guarantee

Contractor's Certificate Regarding Worker's Compensation
Contractor's Certificate Regarding Drug Free Workplace
Certification of Asbestos-Free Materials
Certification of Employee Status
Claim Certification
Contractor's Certificate Regarding Alcoholic Beverage and Tobacco-Free Campus Policy
DVBE Participation
General Conditions – Construction Management (Multi-Prime Contract)
Supplementary Conditions
Division I – General Requirements
Project Construction Bar Chart Schedule
Specifications
Drawings
Addenda

All of the above named Contract Documents are complementary. Work required by one of the above named contract documents shall be done as if required by all.

Contractors are required by law to be licensed and regulated by the Contractors' State License Board. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 2600, Sacramento, California 95826.

ARTICLE 9 - PREVAILING WAGES: Wage rates for this project shall be in accordance with the general prevailing rate of holiday and overtime work in the locality in which the work is to be performed for each craft, classification, or type of work needed to execute the contract as determined by the Director of the Department of Industrial Relations. Copies of schedules of rates so determined by the Director of Department of Industrial Relations are available on the following website: www.dir.ca.gov/dlsr/PWD/SOUTHERN.html.

The following Labor Code Sections are hereby referenced and made a part of this Agreement and CONTRACTOR stipulates to the provisions contained therein.

- a. Section 1775, Penalty for Failure to Comply with Prevailing Wage Rates.
- b. Section 1813, Penalty for Failure to Pay Overtime.
- c. Sections 1810 and 1811, working Hour Restrictions.
- d. Section 1775, Payroll Records
- e. Section 1773.8, Travel and Subsistence Pay.

ARTICLE 10 - RECORD AUDIT: In accordance with Government Code Section 8546.7, records of both the OWNER and the CONTRACTOR shall be subject to examination and audit by the Auditor General for a period of three (3) years after final payment.

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

MUROC JOINT UNIFIED SCHOOL DISTRICT

BY _____

Typed or Printed Name

CONTRACTOR:

Whitehead Construction, Inc.

BY Paul A. Whitehead

Paul Whitehead

Typed or Printed Name

TITLE President

BY _____

Typed or Printed Name

TITLE _____

Authorized Officers or Agents

DATE _____

(CORPORATE SEAL)

DOCUMENT 00 52 24

AGREEMENT

THIS AGREEMENT, made the 27th day of November in the year Two Thousand Nineteen, in the county of Kern, State of California, by and between the Muroc Joint Unified School District, hereinafter called the "OWNER" and Caston, Inc. hereinafter called CONTRACTOR.

WITNESSETH that the Owner and the Contractor for the considerations stated herein agree as follows:

ARTICLE 1 - SCOPE OF WORK: The Contractor shall furnish all labor, materials, equipment, tools, utility services and transportation and perform and complete all work required in connection with the construction of:

**K-12 EDWARDS AFB MODERNIZATION AND ADDITIONS
PHASE 2
(DESERT JUNIOR/SENIOR HIGH SCHOOL MODERNIZATION / ADDITIONS)**

Category No. 9 – Metal Stud Framing, Interiors, Ceilings, Lath and Plaster, and Painting

In strict accordance with the Contract Documents enumerated in Article 8 below. The Contractor shall be liable to the Owner for any damages arising as a result of a failure to comply with that obligation, and the Contractor shall not be excused with respect to any failure to so comply by act or omission of the Architect, Construction Manager, Engineer, Inspector, Division of the State Architect, or representative of any of them, unless such act or omission actually prevents the Contractor from fully complying with the Contract Documents and unless the Contractor protests at the time of such alleged prevention that the act or omission is preventing the Contractor from fully complying with the Contract Documents. Such protest shall not be effective unless reduced to writing and filed with the Owner office within three working days of the date of occurrence of the act or omission preventing the Contractor from fully complying with the Contract Documents.

ARTICLE 2 - TIME OF COMPLETION: All work under this Contract shall be completed within a period of Nine Hundred and Thirty (930) consecutive calendar days commencing on or before the date stated in the Owner's written Notice to Proceed in accordance with the project construction schedule activity durations.

ARTICLE 3 - LIQUIDATED DAMAGES: It is agreed that the Contractor will pay the Owner the sum of Two Thousand Dollars (\$2,000.00) per calendar day for each and every day of delay beyond the time prescribed in the Bid Form and Agreement for finishing said work, as Liquidated Damages and not as a penalty or forfeiture. In the event the same is not paid, the Contractor further agrees that the Owner may deduct that amount thereof from any money due or that may become due the Contractor under the Contract. This Article does not exclude recovery of damages under other provisions of the Contract Documents.

ARTICLE 4 - CONTRACT PRICE: The Owner shall pay to the Contractor as full consideration for the faithful performance of the Contract, subject to any additions or deductions as provided in the Contract Documents, the sum of SEVEN MILLION FIVE HUNDRED FIFTY-EIGHT THOUSAND FIVE HUNDRED AND EIGHTY-FIVE DOLLARS (\$7,558,585.00) said sum being the total amount stipulated in the Proposal. Payment shall be made as set forth in the General Conditions. Should any change order or construction change directive result in an increase in the contract price, the cost of such change order or construction change directive shall be agreed to in advance by the CONTRACTOR and the OWNER, subject to the monetary limitations set forth in Public Code Section 20118.4. In the event that the CONTRACTOR proceeds with a change in work without an agreement between the OWNER and CONTRACTOR regarding the cost of a change order or a construction change directive, the CONTRACTOR waives any claim of additional compensation for such additional work.

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

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

- a. Liability for (1) death or bodily injury to persons; (2) damage or injury to, loss (including theft), or loss of use of, any property; (3) any failure or alleged failure to comply with any provision of law or the Contract Documents; or (4) any other loss, damage or expense, sustained by any person, firm or corporation or in connection with the Work called for in this Agreement or the Contract Documents, except for liability resulting from the sole or active negligence, or the willful misconduct of the Owner
- b. Any bodily injury to or death of persons or damage to property caused by any act, omission or breach of CONTRACTOR or any person, firm or corporation employed by CONTRACTOR, either directly or by independent contract, including all damages or injury to, loss (including theft), or loss of use of, any property, sustained by any person, firm or corporation, including the Owner, arising out of or in any way connected with Work covered by this Agreement or the Contract Documents, whether said injury or damage occurs either on or off Owner property, but not for any loss, injury, death or damages caused by the sole or active negligence or willful misconduct of the Owner .
- c. Any dispute between CONTRACTOR and CONTRACTOR's subcontractors/supplies/and/or sureties, including, but not limited to, any stop notice actions.

CONTRACTOR, at CONTRACTOR's own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings that may be brought or instituted against the Owner, Architect, Construction Manager, Inspector, the State of California and their officers, agents or employees, on any such claim or liability, and shall pay or satisfy any judgment that may be rendered against the Owner, Architect, Construction Manager, Inspector, the State of California and their officers, agents or employees in any action, suit or other proceedings as a result thereof.

ARTICLE 6 - EARNINGS ASSIGNMENT ORDERS: Pursuant to the requirements of Public Contract Code Section 7110, the Contractor acknowledges that he is aware of the provisions of Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family Code, and that to the best of his knowledge is in full compliance with earnings orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the Employment Development Department.

ARTICLE 7 - PROVISIONS REQUIRED BY LAW: Each and every provision of law and clause required to be inserted in this Contract shall be deemed to be inserted herein and this Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not inserted correctly, then upon application of either party the Contract shall forthwith be physically amended to make such insertion or correction.

ARTICLE 8 - COMPONENT PARTS OF THE CONTRACT: The Contract entered into by this Agreement consist of the following Contract Documents, all of which are component parts of the Contract as if herein set out in full or attached hereto:

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Designation of Subcontractors
Non-Collusion Declaration
Iran Contracting Act Certification
Certification of Recycled Content
Site Visit Certification
Employment Certification
Certifications and Representations
Agreement
Performance Bond
Payment Bond (Labor and Materials)
Guarantee

Contractor's Certificate Regarding Worker's Compensation
Contractor's Certificate Regarding Drug Free Workplace
Certification of Asbestos-Free Materials
Certification of Employee Status
Claim Certification
Contractor's Certificate Regarding Alcoholic Beverage and Tobacco-Free Campus Policy
DVBE Participation
General Conditions – Construction Management (Multi-Prime Contract)
Supplementary Conditions
Division I – General Requirements
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All of the above named Contract Documents are complementary. Work required by one of the above named contract documents shall be done as if required by all.

Contractors are required by law to be licensed and regulated by the Contractors' State License Board. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 2600, Sacramento, California 95826.

ARTICLE 9 - PREVAILING WAGES: Wage rates for this project shall be in accordance with the general prevailing rate of holiday and overtime work in the locality in which the work is to be performed for each craft, classification, or type of work needed to execute the contract as determined by the Director of the Department of Industrial Relations. Copies of schedules of rates so determined by the Director of Department of Industrial Relations are available on the following website: www.dir.ca.gov/dlsr/PWD/SOUTHERN.html.

The following Labor Code Sections are hereby referenced and made a part of this Agreement and CONTRACTOR stipulates to the provisions contained therein.

- a. Section 1775, Penalty for Failure to Comply with Prevailing Wage Rates.
- b. Section 1813, Penalty for Failure to Pay Overtime.
- c. Sections 1810 and 1811, working Hour Restrictions.
- d. Section 1775, Payroll Records
- e. Section 1773.8, Travel and Subsistence Pay.

ARTICLE 10 - RECORD AUDIT: In accordance with Government Code Section 8546.7, records of both the OWNER and the CONTRACTOR shall be subject to examination and audit by the Auditor General for a period of three (3) years after final payment.

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

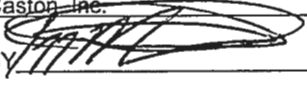
MUROC JOINT UNIFIED SCHOOL DISTRICT

BY _____

Typed or Printed Name

CONTRACTOR:

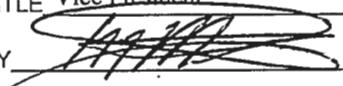
Caston, Inc.

BY  _____

Greg Malachowski

Typed or Printed Name

TITLE Vice President

BY  _____

Greg Malachowski

Typed or Printed Name

TITLE Vice President

Authorized Officers or Agents

DATE 11/27/19

(CORPORATE SEAL)

DOCUMENT 00 52 24

AGREEMENT

THIS AGREEMENT, made the _____ day of November in the year Two Thousand Nineteen, in the county of Kern, State of California, by and between the Muroc Joint Unified School District, hereinafter called the "OWNER" and Franklin Mechanical Systems, Inc. hereinafter called CONTRACTOR.

WITNESSETH that the Owner and the Contractor for the considerations stated herein agree as follows:

ARTICLE 1 - SCOPE OF WORK: The Contractor shall furnish all labor, materials, equipment, tools, utility services and transportation and perform and complete all work required in connection with the construction of:

**K-12 EDWARDS AFB MODERNIZATION AND ADDITIONS
PHASE 2
(DESERT JUNIOR/SENIOR HIGH SCHOOL MODERNIZATION / ADDITIONS)**

Category No. 12 – HVAC and EMS

In strict accordance with the Contract Documents enumerated in Article 8 below. The Contractor shall be liable to the Owner for any damages arising as a result of a failure to comply with that obligation, and the Contractor shall not be excused with respect to any failure to so comply by act or omission of the Architect, Construction Manager, Engineer, Inspector, Division of the State Architect, or representative of any of them, unless such act or omission actually prevents the Contractor from fully complying with the Contract Documents and unless the Contractor protests at the time of such alleged prevention that the act or omission is preventing the Contractor from fully complying with the Contract Documents. Such protest shall not be effective unless reduced to writing and filed with the Owner office within three working days of the date of occurrence of the act or omission preventing the Contractor from fully complying with the Contract Documents.

ARTICLE 2 - TIME OF COMPLETION: All work under this Contract shall be completed within a period of Nine Hundred and Thirty (930) consecutive calendar days commencing on or before the date stated in the Owner's written Notice to Proceed in accordance with the project construction schedule activity durations.

ARTICLE 3 - LIQUIDATED DAMAGES: It is agreed that the Contractor will pay the Owner the sum of Two Thousand Dollars (\$2,000.00) per calendar day for each and every day of delay beyond the time prescribed in the Bid Form and Agreement for finishing said work, as Liquidated Damages and not as a penalty or forfeiture. In the event the same is not paid, the Contractor further agrees that the Owner may deduct that amount thereof from any money due or that may become due the Contractor under the Contract. This Article does not exclude recovery of damages under other provisions of the Contract Documents.

ARTICLE 4 - CONTRACT PRICE: The Owner shall pay to the Contractor as full consideration for the faithful performance of the Contract, subject to any additions or deductions as provided in the Contract Documents, the sum of THREE MILLION SEVENTY-ONE THOUSAND FIVE HUNDRED DOLLARS (\$3,071,500.00) said sum being the total amount stipulated in the Proposal. Payment shall be made as set forth in the General Conditions. Should any change order or construction change directive result in an increase in the contract price, the cost of such change order or construction change directive shall be agreed to in advance by the CONTRACTOR and the OWNER, subject to the monetary limitations set forth in Public Code Section 20118.4. In the event that the CONTRACTOR proceeds with a change in work without an agreement between the OWNER and CONTRACTOR regarding the cost of a change order or a construction change directive, the CONTRACTOR waives any claim of additional compensation for such additional work.

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

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

- a. Liability for (1) death or bodily injury to persons; (2) damage or injury to, loss (including theft), or loss of use of, any property; (3) any failure or alleged failure to comply with any provision of law or the Contract Documents; or (4) any other loss, damage or expense, sustained by any person, firm or corporation or in connection with the Work called for in this Agreement or the Contract Documents, except for liability resulting from the sole or active negligence, or the willful misconduct of the Owner
- b. Any bodily injury to or death of persons or damage to property caused by any act, omission or breach of CONTRACTOR or any person, firm or corporation employed by CONTRACTOR, either directly or by independent contract, including all damages or injury to, loss (including theft), or loss of use of, any property, sustained by any person, firm or corporation, including the Owner, arising out of or in any way connected with Work covered by this Agreement or the Contract Documents, whether said injury or damage occurs either on or off Owner property, but not for any loss, injury, death or damages caused by the sole or active negligence or willful misconduct of the Owner .
- c. Any dispute between CONTRACTOR and CONTRACTOR's subcontractors/supplies/and/or sureties, including, but not limited to, any stop notice actions.

CONTRACTOR, at CONTRACTOR's own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings that may be brought or instituted against the Owner, Architect, Construction Manager, Inspector, the State of California and their officers, agents or employees, on any such claim or liability, and shall pay or satisfy any judgment that may be rendered against the Owner, Architect, Construction Manager, Inspector, the State of California and their officers, agents or employees in any action, suit or other proceedings as a result thereof.

ARTICLE 6 - EARNINGS ASSIGNMENT ORDERS: Pursuant to the requirements of Public Contract Code Section 7110, the Contractor acknowledges that he is aware of the provisions of Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family Code, and that to the best of his knowledge is in full compliance with earnings orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the Employment Development Department.

ARTICLE 7 - PROVISIONS REQUIRED BY LAW: Each and every provision of law and clause required to be inserted in this Contract shall be deemed to be inserted herein and this Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not inserted correctly, then upon application of either party the Contract shall forthwith be physically amended to make such insertion or correction.

ARTICLE 8 - COMPONENT PARTS OF THE CONTRACT: The Contract entered into by this Agreement consist of the following Contract Documents, all of which are component parts of the Contract as if herein set out in full or attached hereto:

Advertisement for Bids
Instructions to Bidders
Scope of Work Summary
Bid Form – Construction Management (Multi-Prime Contract)
Bid Bond
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Iran Contracting Act Certification
Certification of Recycled Content
Site Visit Certification
Employment Certification
Certifications and Representations
Agreement
Performance Bond
Payment Bond (Labor and Materials)
Guarantee

Contractor's Certificate Regarding Worker's Compensation
Contractor's Certificate Regarding Drug Free Workplace
Certification of Asbestos-Free Materials
Certification of Employee Status
Claim Certification
Contractor's Certificate Regarding Alcoholic Beverage and Tobacco-Free Campus Policy
DVBE Participation
General Conditions – Construction Management (Multi-Prime Contract)
Supplementary Conditions
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Project Construction Bar Chart Schedule
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All of the above named Contract Documents are complementary. Work required by one of the above named contract documents shall be done as if required by all.

Contractors are required by law to be licensed and regulated by the Contractors' State License Board. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 2600, Sacramento, California 95826.

ARTICLE 9 - PREVAILING WAGES: Wage rates for this project shall be in accordance with the general prevailing rate of holiday and overtime work in the locality in which the work is to be performed for each craft, classification, or type of work needed to execute the contract as determined by the Director of the Department of Industrial Relations. Copies of schedules of rates so determined by the Director of Department of Industrial Relations are available on the following website: www.dir.ca.gov/dlsr/PWD/SOUTHERN.html.

The following Labor Code Sections are hereby referenced and made a part of this Agreement and CONTRACTOR stipulates to the provisions contained therein.

- a. Section 1775, Penalty for Failure to Comply with Prevailing Wage Rates.
- b. Section 1813, Penalty for Failure to Pay Overtime.
- c. Sections 1810 and 1811, working Hour Restrictions.
- d. Section 1775, Payroll Records
- e. Section 1773.8, Travel and Subsistence Pay.

ARTICLE 10 - RECORD AUDIT: In accordance with Government Code Section 8546.7, records of both the OWNER and the CONTRACTOR shall be subject to examination and audit by the Auditor General for a period of three (3) years after final payment.

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

MUROC JOINT UNIFIED SCHOOL DISTRICT

BY _____

Typed or Printed Name

CONTRACTOR:

Franklin Mechanical Systems, Inc. _____

BY _____

VINCENT FRANKLIN

Typed or Printed Name

TITLE CEO

BY _____

Typed or Printed Name

TITLE _____

Authorized Officers or Agents

DATE _____

(CORPORATE SEAL)

DOCUMENT 00 52 24

AGREEMENT

THIS AGREEMENT, made the _____ day of November in the year Two Thousand Nineteen, in the county of Kern, State of California, by and between the Muroc Joint Unified School District, hereinafter called the "OWNER" and The Mike Cox Electric, Inc. hereinafter called CONTRACTOR.

WITNESSETH that the Owner and the Contractor for the considerations stated herein agree as follows:

ARTICLE 1 - SCOPE OF WORK: The Contractor shall furnish all labor, materials, equipment, tools, utility services and transportation and perform and complete all work required in connection with the construction of:

**K-12 EDWARDS AFB MODERNIZATION AND ADDITIONS
PHASE 2
(DESERT JUNIOR/SENIOR HIGH SCHOOL MODERNIZATION / ADDITIONS)**

Category No. 13 – Site and Building Electrical

In strict accordance with the Contract Documents enumerated in Article 8 below. The Contractor shall be liable to the Owner for any damages arising as a result of a failure to comply with that obligation, and the Contractor shall not be excused with respect to any failure to so comply by act or omission of the Architect, Construction Manager, Engineer, Inspector, Division of the State Architect, or representative of any of them, unless such act or omission actually prevents the Contractor from fully complying with the Contract Documents and unless the Contractor protests at the time of such alleged prevention that the act or omission is preventing the Contractor from fully complying with the Contract Documents. Such protest shall not be effective unless reduced to writing and filed with the Owner office within three working days of the date of occurrence of the act or omission preventing the Contractor from fully complying with the Contract Documents.

ARTICLE 2 - TIME OF COMPLETION: All work under this Contract shall be completed within a period of Nine Hundred and Thirty (930) consecutive calendar days commencing on or before the date stated in the Owner's written Notice to Proceed in accordance with the project construction schedule activity durations.

ARTICLE 3 - LIQUIDATED DAMAGES: It is agreed that the Contractor will pay the Owner the sum of Two Thousand Dollars (\$2,000.00) per calendar day for each and every day of delay beyond the time prescribed in the Bid Form and Agreement for finishing said work, as Liquidated Damages and not as a penalty or forfeiture. In the event the same is not paid, the Contractor further agrees that the Owner may deduct that amount thereof from any money due or that may become due the Contractor under the Contract. This Article does not exclude recovery of damages under other provisions of the Contract Documents.

ARTICLE 4 - CONTRACT PRICE: The Owner shall pay to the Contractor as full consideration for the faithful performance of the Contract, subject to any additions or deductions as provided in the Contract Documents, the sum of FIVE MILLION FIFTY-FIVE THOUSAND DOLLARS (\$5,055,000.00.00) said sum being the total amount stipulated in the Proposal. Payment shall be made as set forth in the General Conditions. Should any change order or construction change directive result in an increase in the contract price, the cost of such change order or construction change directive shall be agreed to in advance by the CONTRACTOR and the OWNER, subject to the monetary limitations set forth in Public Code Section 20118.4. In the event that the CONTRACTOR proceeds with a change in work without an agreement between the OWNER and CONTRACTOR regarding the cost of a change order or a construction change directive, the CONTRACTOR waives any claim of additional compensation for such additional work.

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

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

- a. Liability for (1) death or bodily injury to persons; (2) damage or injury to, loss (including theft), or loss of use of, any property; (3) any failure or alleged failure to comply with any provision of law or the Contract Documents; or (4) any other loss, damage or expense, sustained by any person, firm or corporation or in connection with the Work called for in this Agreement or the Contract Documents, except for liability resulting from the sole or active negligence, or the willful misconduct of the Owner
- b. Any bodily injury to or death of persons or damage to property caused by any act, omission or breach of CONTRACTOR or any person, firm or corporation employed by CONTRACTOR, either directly or by independent contract, including all damages or injury to, loss (including theft), or loss of use of, any property, sustained by any person, firm or corporation, including the Owner, arising out of or in any way connected with Work covered by this Agreement or the Contract Documents, whether said injury or damage occurs either on or off Owner property, but not for any loss, injury, death or damages caused by the sole or active negligence or willful misconduct of the Owner .
- c. Any dispute between CONTRACTOR and CONTRACTOR's subcontractors/supplies/and/or sureties, including, but not limited to, any stop notice actions.

CONTRACTOR, at CONTRACTOR's own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings that may be brought or instituted against the Owner, Architect, Construction Manager, Inspector, the State of California and their officers, agents or employees, on any such claim or liability, and shall pay or satisfy any judgment that may be rendered against the Owner, Architect, Construction Manager, Inspector, the State of California and their officers, agents or employees in any action, suit or other proceedings as a result thereof.

ARTICLE 6 - EARNINGS ASSIGNMENT ORDERS: Pursuant to the requirements of Public Contract Code Section 7110, the Contractor acknowledges that he is aware of the provisions of Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family Code, and that to the best of his knowledge is in full compliance with earnings orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the Employment Development Department.

ARTICLE 7 - PROVISIONS REQUIRED BY LAW: Each and every provision of law and clause required to be inserted in this Contract shall be deemed to be inserted herein and this Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not inserted correctly, then upon application of either party the Contract shall forthwith be physically amended to make such insertion or correction.

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Employment Certification
Certifications and Representations
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Performance Bond
Payment Bond (Labor and Materials)
Guarantee

Contractor's Certificate Regarding Worker's Compensation
Contractor's Certificate Regarding Drug Free Workplace
Certification of Asbestos-Free Materials
Certification of Employee Status
Claim Certification
Contractor's Certificate Regarding Alcoholic Beverage and Tobacco-Free Campus Policy
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Addenda

All of the above named Contract Documents are complementary. Work required by one of the above named contract documents shall be done as if required by all.

Contractors are required by law to be licensed and regulated by the Contractors' State License Board. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 2600, Sacramento, California 95826.

ARTICLE 9 - PREVAILING WAGES: Wage rates for this project shall be in accordance with the general prevailing rate of holiday and overtime work in the locality in which the work is to be performed for each craft, classification, or type of work needed to execute the contract as determined by the Director of the Department of Industrial Relations. Copies of schedules of rates so determined by the Director of Department of Industrial Relations are available on the following website: www.dir.ca.gov/dlsr/PWD/SOUTHERN.html.

The following Labor Code Sections are hereby referenced and made a part of this Agreement and CONTRACTOR stipulates to the provisions contained therein.

- a. Section 1775, Penalty for Failure to Comply with Prevailing Wage Rates.
- b. Section 1813, Penalty for Failure to Pay Overtime.
- c. Sections 1810 and 1811, working Hour Restrictions.
- d. Section 1775, Payroll Records
- e. Section 1773.8, Travel and Subsistence Pay.

ARTICLE 10 - RECORD AUDIT: In accordance with Government Code Section 8546.7, records of both the OWNER and the CONTRACTOR shall be subject to examination and audit by the Auditor General for a period of three (3) years after final payment.

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

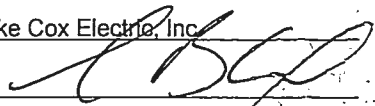
MUROC JOINT UNIFIED SCHOOL DISTRICT

BY _____

Typed or Printed Name

CONTRACTOR:

The Mike Cox Electric, Inc.

BY 

Shane B. Cox

Typed or Printed Name

TITLE President

BY _____

Typed or Printed Name

TITLE _____

Authorized Officers or Agents

DATE _____

(CORPORATE SEAL)

AGREEMENT

THIS AGREEMENT, made the _____ day of November in the year Two Thousand Nineteen, in the county of Kern, State of California, by and between the Muroc Joint Unified School District, hereinafter called the "OWNER" and HPS Mechanical, Inc. hereinafter called CONTRACTOR.

WITNESSETH that the Owner and the Contractor for the considerations stated herein agree as follows:

ARTICLE 1 - SCOPE OF WORK: The Contractor shall furnish all labor, materials, equipment, tools, utility services and transportation and perform and complete all work required in connection with the construction of:

**K-12 EDWARDS AFB MODERNIZATION AND ADDITIONS
PHASE 2
(DESERT JUNIOR/SENIOR HIGH SCHOOL MODERNIZATION / ADDITIONS)**

Category No. 14 – Building Plumbing and Fire Suppression

In strict accordance with the Contract Documents enumerated in Article 8 below. The Contractor shall be liable to the Owner for any damages arising as a result of a failure to comply with that obligation, and the Contractor shall not be excused with respect to any failure to so comply by act or omission of the Architect, Construction Manager, Engineer, Inspector, Division of the State Architect, or representative of any of them, unless such act or omission actually prevents the Contractor from fully complying with the Contract Documents and unless the Contractor protests at the time of such alleged prevention that the act or omission is preventing the Contractor from fully complying with the Contract Documents. Such protest shall not be effective unless reduced to writing and filed with the Owner office within three working days of the date of occurrence of the act or omission preventing the Contractor from fully complying with the Contract Documents.

ARTICLE 2 - TIME OF COMPLETION: All work under this Contract shall be completed within a period of Nine Hundred and Thirty (930) consecutive calendar days commencing on or before the date stated in the Owner's written Notice to Proceed in accordance with the project construction schedule activity durations.

ARTICLE 3 - LIQUIDATED DAMAGES: It is agreed that the Contractor will pay the Owner the sum of Two Thousand Dollars (\$2,000.00) per calendar day for each and every day of delay beyond the time prescribed in the Bid Form and Agreement for finishing said work, as Liquidated Damages and not as a penalty or forfeiture. In the event the same is not paid, the Contractor further agrees that the Owner may deduct that amount thereof from any money due or that may become due the Contractor under the Contract. This Article does not exclude recovery of damages under other provisions of the Contract Documents.

ARTICLE 4 - CONTRACT PRICE: The Owner shall pay to the Contractor as full consideration for the faithful performance of the Contract, subject to any additions or deductions as provided in the Contract Documents, the sum of TWO MILLION THREE HUNDRED NINETY-ONE THOUSAND TWO HUNDRED AND TEN DOLLARS (\$2,391,210.00) said sum being the total amount stipulated in the Proposal. Payment shall be made as set forth in the General Conditions. Should any change order or construction change directive result in an increase in the contract price, the cost of such change order or construction change directive shall be agreed to in advance by the CONTRACTOR and the OWNER, subject to the monetary limitations set forth in Public Code Section 20118.4. In the event that the CONTRACTOR proceeds with a change in work without an agreement between the OWNER and CONTRACTOR regarding the cost of a change order or a construction change directive, the CONTRACTOR waives any claim of additional compensation for such additional work.

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

Notwithstanding the foregoing, Subcontractor shall have no duty to indemnify the persons or entities listed in the Article 5 if the person or entities to become indemnified have caused the liability or the claim, partially or fully, by their own negligent act or omission, breach or willful misconduct.

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

- a. Liability for (1) death or bodily injury to persons; (2) damage or injury to, loss (including theft), or loss of use of, any property; (3) any failure or alleged failure to comply with any provision of law or the Contract Documents; or (4) any other loss, damage or expense, sustained by any person, firm or corporation or in connection with the Work called for in this Agreement or the Contract Documents, except for liability resulting from the sole or active negligence, or the willful misconduct of the Owner
- b. Any bodily injury to or death of persons or damage to property caused by any act, omission or breach of CONTRACTOR or any person, firm or corporation employed by CONTRACTOR, either directly or by independent contract, including all damages or injury to, loss (including theft), or loss of use of, any property, sustained by any person, firm or corporation, including the Owner, arising out of or in any way connected with Work covered by this Agreement or the Contract Documents, whether said injury or damage occurs either on or off Owner property, but not for any loss, injury, death or damages caused by the sole or active negligence or willful misconduct of the Owner .
- c. Any dispute between CONTRACTOR and CONTRACTOR's subcontractors/supplies/and/or sureties, including, but not limited to, any stop notice actions.

CONTRACTOR, at CONTRACTOR's own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings that may be brought or instituted against the Owner, Architect, Construction Manager, Inspector, the State of California and their officers, agents or employees, on any such claim or liability, and shall pay or satisfy any judgment that may be rendered against the Owner, Architect, Construction Manager, Inspector, the State of California and their officers, agents or employees in any action, suit or other proceedings as a result thereof.

ARTICLE 6 - EARNINGS ASSIGNMENT ORDERS: Pursuant to the requirements of Public Contract Code Section 7110, the Contractor acknowledges that he is aware of the provisions of Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family Code, and that to the best of his knowledge is in full compliance with earnings orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the Employment Development Department.

ARTICLE 7 - PROVISIONS REQUIRED BY LAW: Each and every provision of law and clause required to be inserted in this Contract shall be deemed to be inserted herein and this Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not inserted correctly, then upon application of either party the Contract shall forthwith be physically amended to make such insertion or correction.

ARTICLE 8 - COMPONENT PARTS OF THE CONTRACT: The Contract entered into by this Agreement consist of the following Contract Documents, all of which are component parts of the Contract as if herein set out in full or attached hereto:

Advertisement for Bids
Instructions to Bidders
Scope of Work Summary
Bid Form – Construction Management (Multi-Prime Contract)
Bid Bond
Verification of Contractor and Subcontractor DIR Registration
Designation of Subcontractors
Non-Collusion Declaration
Iran Contracting Act Certification
Certification of Recycled Content
Site Visit Certification
Employment Certification
Certifications and Representations
Agreement
Performance Bond
Payment Bond (Labor and Materials)
Guarantee

Contractor's Certificate Regarding Worker's Compensation
Contractor's Certificate Regarding Drug Free Workplace
Certification of Asbestos-Free Materials
Certification of Employee Status
Claim Certification
Contractor's Certificate Regarding Alcoholic Beverage and Tobacco-Free Campus Policy
DVBE Participation
General Conditions – Construction Management (Multi-Prime Contract)
Supplementary Conditions
Division I – General Requirements
Project Construction Bar Chart Schedule
Specifications
Drawings
Addenda

All of the above named Contract Documents are complementary. Work required by one of the above named contract documents shall be done as if required by all.

Contractors are required by law to be licensed and regulated by the Contractors' State License Board. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 2600, Sacramento, California 95826.

ARTICLE 9 - PREVAILING WAGES: Wage rates for this project shall be in accordance with the general prevailing rate of holiday and overtime work in the locality in which the work is to be performed for each craft, classification, or type of work needed to execute the contract as determined by the Director of the Department of Industrial Relations. Copies of schedules of rates so determined by the Director of Department of Industrial Relations are available on the following website: www.dir.ca.gov/dlsr/PWD/SOUTHERN.html.

The following Labor Code Sections are hereby referenced and made a part of this Agreement and CONTRACTOR stipulates to the provisions contained therein.

- a. Section 1775, Penalty for Failure to Comply with Prevailing Wage Rates.
- b. Section 1813, Penalty for Failure to Pay Overtime.
- c. Sections 1810 and 1811, working Hour Restrictions.
- d. Section 1775, Payroll Records
- e. Section 1773.8, Travel and Subsistence Pay.

ARTICLE 10 - RECORD AUDIT: In accordance with Government Code Section 8546.7, records of both the OWNER and the CONTRACTOR shall be subject to examination and audit by the Auditor General for a period of three (3) years after final payment.

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

MUROC JOINT UNIFIED SCHOOL DISTRICT

BY _____

Typed or Printed Name

CONTRACTOR:

HPS Mechanical, Inc. _____

BY _____

Scott DenHerder _____

Typed or Printed Name

TITLE Vice President

BY _____

Typed or Printed Name

TITLE Please see attached Corporate Resolution

Authorized Officers or Agents

DATE _____

(CORPORATE SEAL)



DOCUMENT 00 52 24

AGREEMENT

THIS AGREEMENT, made the _____ day of November in the year Two Thousand Nineteen, in the county of Kern, State of California, by and between the Muroc Joint Unified School District, hereinafter called the "OWNER" and Southern California Landscape, Inc. hereinafter called CONTRACTOR.

WITNESSETH that the Owner and the Contractor for the considerations stated herein agree as follows:

ARTICLE 1 - SCOPE OF WORK: The Contractor shall furnish all labor, materials, equipment, tools, utility services and transportation and perform and complete all work required in connection with the construction of:

**K-12 EDWARDS AFB MODERNIZATION AND ADDITIONS
PHASE 2
(DESERT JUNIOR/SENIOR HIGH SCHOOL MODERNIZATION / ADDITIONS)**

Category No. 15 – Irrigation and Planting

In strict accordance with the Contract Documents enumerated in Article 8 below. The Contractor shall be liable to the Owner for any damages arising as a result of a failure to comply with that obligation, and the Contractor shall not be excused with respect to any failure to so comply by act or omission of the Architect, Construction Manager, Engineer, Inspector, Division of the State Architect, or representative of any of them, unless such act or omission actually prevents the Contractor from fully complying with the Contract Documents and unless the Contractor protests at the time of such alleged prevention that the act or omission is preventing the Contractor from fully complying with the Contract Documents. Such protest shall not be effective unless reduced to writing and filed with the Owner office within three working days of the date of occurrence of the act or omission preventing the Contractor from fully complying with the Contract Documents.

ARTICLE 2 - TIME OF COMPLETION: All work under this Contract shall be completed within a period of Nine Hundred and Thirty (930) consecutive calendar days commencing on or before the date stated in the Owner's written Notice to Proceed in accordance with the project construction schedule activity durations.

ARTICLE 3 - LIQUIDATED DAMAGES: It is agreed that the Contractor will pay the Owner the sum of Two Thousand Dollars (\$2,000.00) per calendar day for each and every day of delay beyond the time prescribed in the Bid Form and Agreement for finishing said work, as Liquidated Damages and not as a penalty or forfeiture. In the event the same is not paid, the Contractor further agrees that the Owner may deduct that amount thereof from any money due or that may become due the Contractor under the Contract. This Article does not exclude recovery of damages under other provisions of the Contract Documents.

ARTICLE 4 - CONTRACT PRICE: The Owner shall pay to the Contractor as full consideration for the faithful performance of the Contract, subject to any additions or deductions as provided in the Contract Documents, the sum of TWO MILLION TWO HUNDRED NINETY-SIX THOUSAND DOLLARS (\$2,296,000.00) said sum being the total amount stipulated in the Proposal. Payment shall be made as set forth in the General Conditions. Should any change order or construction change directive result in an increase in the contract price, the cost of such change order or construction change directive shall be agreed to in advance by the CONTRACTOR and the OWNER, subject to the monetary limitations set forth in Public Code Section 20118.4. In the event that the CONTRACTOR proceeds with a change in work without an agreement between the OWNER and CONTRACTOR regarding the cost of a change order or a construction change directive, the CONTRACTOR waives any claim of additional compensation for such additional work.

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

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

- a. Liability for (1) death or bodily injury to persons; (2) damage or injury to, loss (including theft), or loss of use of, any property; (3) any failure or alleged failure to comply with any provision of law or the Contract Documents; or (4) any other loss, damage or expense, sustained by any person, firm or corporation or in connection with the Work called for in this Agreement or the Contract Documents, except for liability resulting from the sole or active negligence, or the willful misconduct of the Owner
- b. Any bodily injury to or death of persons or damage to property caused by any act, omission or breach of CONTRACTOR or any person, firm or corporation employed by CONTRACTOR, either directly or by independent contract, including all damages or injury to, loss (including theft), or loss of use of, any property, sustained by any person, firm or corporation, including the Owner, arising out of or in any way connected with Work covered by this Agreement or the Contract Documents, whether said injury or damage occurs either on or off Owner property, but not for any loss, injury, death or damages caused by the sole or active negligence or willful misconduct of the Owner .
- c. Any dispute between CONTRACTOR and CONTRACTOR's subcontractors/supplies/and/or sureties, including, but not limited to, any stop notice actions.

CONTRACTOR, at CONTRACTOR's own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings that may be brought or instituted against the Owner, Architect, Construction Manager, Inspector, the State of California and their officers, agents or employees, on any such claim or liability, and shall pay or satisfy any judgment that may be rendered against the Owner, Architect, Construction Manager, Inspector, the State of California and their officers, agents or employees in any action, suit or other proceedings as a result thereof.

ARTICLE 6 - EARNINGS ASSIGNMENT ORDERS: Pursuant to the requirements of Public Contract Code Section 7110, the Contractor acknowledges that he is aware of the provisions of Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family Code, and that to the best of his knowledge is in full compliance with earnings orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the Employment Development Department.

ARTICLE 7 - PROVISIONS REQUIRED BY LAW: Each and every provision of law and clause required to be inserted in this Contract shall be deemed to be inserted herein and this Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not inserted correctly, then upon application of either party the Contract shall forthwith be physically amended to make such insertion or correction.

ARTICLE 8 - COMPONENT PARTS OF THE CONTRACT: The Contract entered into by this Agreement consist of the following Contract Documents, all of which are component parts of the Contract as if herein set out in full or attached hereto:

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Instructions to Bidders
Scope of Work Summary
Bid Form – Construction Management (Multi-Prime Contract)
Bid Bond
Verification of Contractor and Subcontractor DIR Registration
Designation of Subcontractors
Non-Collusion Declaration
Iran Contracting Act Certification
Certification of Recycled Content
Site Visit Certification
Employment Certification
Certifications and Representations
Agreement
Performance Bond
Payment Bond (Labor and Materials)
Guarantee

Contractor's Certificate Regarding Worker's Compensation
Contractor's Certificate Regarding Drug Free Workplace
Certification of Asbestos-Free Materials
Certification of Employee Status
Claim Certification
Contractor's Certificate Regarding Alcoholic Beverage and Tobacco-Free Campus Policy
DVBE Participation
General Conditions – Construction Management (Multi-Prime Contract)
Supplementary Conditions
Division I – General Requirements
Project Construction Bar Chart Schedule
Specifications
Drawings
Addenda

All of the above named Contract Documents are complementary. Work required by one of the above named contract documents shall be done as if required by all.

Contractors are required by law to be licensed and regulated by the Contractors' State License Board. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 2600, Sacramento, California 95826.

ARTICLE 9 - PREVAILING WAGES: Wage rates for this project shall be in accordance with the general prevailing rate of holiday and overtime work in the locality in which the work is to be performed for each craft, classification, or type of work needed to execute the contract as determined by the Director of the Department of Industrial Relations. Copies of schedules of rates so determined by the Director of Department of Industrial Relations are available on the following website: www.dir.ca.gov/dlsr/PWD/SOUTHERN.html.

The following Labor Code Sections are hereby referenced and made a part of this Agreement and CONTRACTOR stipulates to the provisions contained therein.

- a. Section 1775, Penalty for Failure to Comply with Prevailing Wage Rates.
- b. Section 1813, Penalty for Failure to Pay Overtime.
- c. Sections 1810 and 1811, working Hour Restrictions.
- d. Section 1775, Payroll Records
- e. Section 1773.8, Travel and Subsistence Pay.

ARTICLE 10 - RECORD AUDIT: In accordance with Government Code Section 8546.7, records of both the OWNER and the CONTRACTOR shall be subject to examination and audit by the Auditor General for a period of three (3) years after final payment.

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

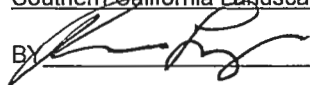
MUROC JOINT UNIFIED SCHOOL DISTRICT

BY _____

Typed or Printed Name

CONTRACTOR:

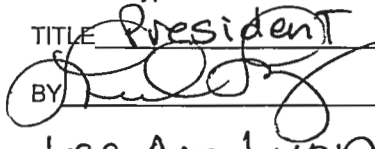
Southern California Landscape, Inc.

BY 

Ronald Lyon III

Typed or Printed Name

TITLE President

BY 

Lee Ann Lyon

Typed or Printed Name

TITLE Secretary

Authorized Officers or Agents

DATE 11/21/19

(CORPORATE SEAL)

DOCUMENT 00 52 24

AGREEMENT

THIS AGREEMENT, made the 21st day of November in the year Two Thousand Nineteen, in the county of Kern, State of California, by and between the Muroc Joint Unified School District, hereinafter called the "OWNER" and Kitcor Corporation hereinafter called CONTRACTOR.

WITNESSETH that the Owner and the Contractor for the considerations stated herein agree as follows:

ARTICLE 1 - SCOPE OF WORK: The Contractor shall furnish all labor, materials, equipment, tools, utility services and transportation and perform and complete all work required in connection with the construction of:

**K-12 EDWARDS AFB MODERNIZATION AND ADDITIONS
PHASE 2
(DESERT JUNIOR/SENIOR HIGH SCHOOL MODERNIZATION / ADDITIONS)**

Category No. 16 – Food Service Equipment

In strict accordance with the Contract Documents enumerated in Article 8 below. The Contractor shall be liable to the Owner for any damages arising as a result of a failure to comply with that obligation, and the Contractor shall not be excused with respect to any failure to so comply by act or omission of the Architect, Construction Manager, Engineer, Inspector, Division of the State Architect, or representative of any of them, unless such act or omission actually prevents the Contractor from fully complying with the Contract Documents and unless the Contractor protests at the time of such alleged prevention that the act or omission is preventing the Contractor from fully complying with the Contract Documents. Such protest shall not be effective unless reduced to writing and filed with the Owner office within three working days of the date of occurrence of the act or omission preventing the Contractor from fully complying with the Contract Documents.

ARTICLE 2 - TIME OF COMPLETION: All work under this Contract shall be completed within a period of Nine Hundred and Thirty (930) consecutive calendar days commencing on or before the date stated in the Owner's written Notice to Proceed in accordance with the project construction schedule activity durations.

ARTICLE 3 - LIQUIDATED DAMAGES: It is agreed that the Contractor will pay the Owner the sum of Two Thousand Dollars (\$2,000.00) per calendar day for each and every day of delay beyond the time prescribed in the Bid Form and Agreement for finishing said work, as Liquidated Damages and not as a penalty or forfeiture. In the event the same is not paid, the Contractor further agrees that the Owner may deduct that amount thereof from any money due or that may become due the Contractor under the Contract. This Article does not exclude recovery of damages under other provisions of the Contract Documents.

ARTICLE 4 - CONTRACT PRICE: The Owner shall pay to the Contractor as full consideration for the faithful performance of the Contract, subject to any additions or deductions as provided in the Contract Documents, the sum of EIGHT HUNDRED SEVENTY-EIGHT THOUSAND DOLLARS (\$878,000.00) said sum being the total amount stipulated in the Proposal. Payment shall be made as set forth in the General Conditions. Should any change order or construction change directive result in an increase in the contract price, the cost of such change order or construction change directive shall be agreed to in advance by the CONTRACTOR and the OWNER, subject to the monetary limitations set forth in Public Code Section 20118.4. In the event that the CONTRACTOR proceeds with a change in work without an agreement between the OWNER and CONTRACTOR regarding the cost of a change order or a construction change directive, the CONTRACTOR waives any claim of additional compensation for such additional work.

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

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

- a. Liability for (1) death or bodily injury to persons; (2) damage or injury to, loss (including theft), or loss of use of, any property; (3) any failure or alleged failure to comply with any provision of law or the Contract Documents; or (4) any other loss, damage or expense, sustained by any person, firm or corporation or in connection with the Work called for in this Agreement or the Contract Documents, except for liability resulting from the sole or active negligence, or the willful misconduct of the Owner
- b. Any bodily injury to or death of persons or damage to property caused by any act, omission or breach of CONTRACTOR or any person, firm or corporation employed by CONTRACTOR, either directly or by independent contract, including all damages or injury to, loss (including theft), or loss of use of, any property, sustained by any person, firm or corporation, including the Owner, arising out of or in any way connected with Work covered by this Agreement or the Contract Documents, whether said injury or damage occurs either on or off Owner property, but not for any loss, injury, death or damages caused by the sole or active negligence or willful misconduct of the Owner .
- c. Any dispute between CONTRACTOR and CONTRACTOR's subcontractors/supplies/and/or sureties, including, but not limited to, any stop notice actions.

CONTRACTOR, at CONTRACTOR's own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings that may be brought or instituted against the Owner, Architect, Construction Manager, Inspector, the State of California and their officers, agents or employees, on any such claim or liability, and shall pay or satisfy any judgment that may be rendered against the Owner, Architect, Construction Manager, Inspector, the State of California and their officers, agents or employees in any action, suit or other proceedings as a result thereof.

ARTICLE 6 - EARNINGS ASSIGNMENT ORDERS: Pursuant to the requirements of Public Contract Code Section 7110, the Contractor acknowledges that he is aware of the provisions of Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family Code, and that to the best of his knowledge is in full compliance with earnings orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the Employment Development Department.

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Employment Certification
Certifications and Representations
Agreement
Performance Bond
Payment Bond (Labor and Materials)
Guarantee

Contractor's Certificate Regarding Worker's Compensation
Contractor's Certificate Regarding Drug Free Workplace
Certification of Asbestos-Free Materials
Certification of Employee Status
Claim Certification
Contractor's Certificate Regarding Alcoholic Beverage and Tobacco-Free Campus Policy
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- e. Section 1773.8, Travel and Subsistence Pay.

ARTICLE 10 - RECORD AUDIT: In accordance with Government Code Section 8546.7, records of both the OWNER and the CONTRACTOR shall be subject to examination and audit by the Auditor General for a period of three (3) years after final payment.

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

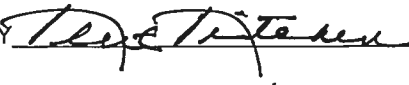
MUROC JOINT UNIFIED SCHOOL DISTRICT

BY _____

Typed or Printed Name

CONTRACTOR:

Kitcor Corporation

BY 
KENT KITCHEN

Typed or Printed Name

TITLE PRESIDENT

BY _____

Typed or Printed Name

TITLE _____

Authorized Officers or Agents

DATE _____

(CORPORATE SEAL)

DOCUMENT 00 52 24

AGREEMENT

THIS AGREEMENT, made the 30th day of November in the year Two Thousand Nineteen, in the county of Kern, State of California, by and between the Muroc Joint Unified School District, hereinafter called the "OWNER" and David M. Bertino Manufacturing, Inc. hereinafter called CONTRACTOR.

WITNESSETH that the Owner and the Contractor for the considerations stated herein agree as follows:

ARTICLE 1 - SCOPE OF WORK: The Contractor shall furnish all labor, materials, equipment, tools, utility services and transportation and perform and complete all work required in connection with the construction of:

**K-12 EDWARDS AFB MODERNIZATION AND ADDITIONS
PHASE 2
(DESERT JUNIOR/SENIOR HIGH SCHOOL MODERNIZATION / ADDITIONS)**

Category No. 17 – Casework

In strict accordance with the Contract Documents enumerated in Article 8 below. The Contractor shall be liable to the Owner for any damages arising as a result of a failure to comply with that obligation, and the Contractor shall not be excused with respect to any failure to so comply by act or omission of the Architect, Construction Manager, Engineer, Inspector, Division of the State Architect, or representative of any of them, unless such act or omission actually prevents the Contractor from fully complying with the Contract Documents and unless the Contractor protests at the time of such alleged prevention that the act or omission is preventing the Contractor from fully complying with the Contract Documents. Such protest shall not be effective unless reduced to writing and filed with the Owner office within three working days of the date of occurrence of the act or omission preventing the Contractor from fully complying with the Contract Documents.

ARTICLE 2 - TIME OF COMPLETION: All work under this Contract shall be completed within a period of Nine Hundred and Thirty (930) consecutive calendar days commencing on or before the date stated in the Owner's written Notice to Proceed in accordance with the project construction schedule activity durations.

ARTICLE 3 - LIQUIDATED DAMAGES: It is agreed that the Contractor will pay the Owner the sum of Two Thousand Dollars (\$2,000.00) per calendar day for each and every day of delay beyond the time prescribed in the Bid Form and Agreement for finishing said work, as Liquidated Damages and not as a penalty or forfeiture. In the event the same is not paid, the Contractor further agrees that the Owner may deduct that amount thereof from any money due or that may become due the Contractor under the Contract. This Article does not exclude recovery of damages under other provisions of the Contract Documents.

ARTICLE 4 - CONTRACT PRICE: The Owner shall pay to the Contractor as full consideration for the faithful performance of the Contract, subject to any additions or deductions as provided in the Contract Documents, the sum of FOUR HUNDRED THIRTY-EIGHT THOUSAND EIGHT HUNDRED AND SEVENTY DOLLARS (\$438,870.00) said sum being the total amount stipulated in the Proposal. Payment shall be made as set forth in the General Conditions. Should any change order or construction change directive result in an increase in the contract price, the cost of such change order or construction change directive shall be agreed to in advance by the CONTRACTOR and the OWNER, subject to the monetary limitations set forth in Public Code Section 20118.4. In the event that the CONTRACTOR proceeds with a change in work without an agreement between the OWNER and CONTRACTOR regarding the cost of a change order or a construction change directive, the CONTRACTOR waives any claim of additional compensation for such additional work.

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

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

- a. Liability for (1) death or bodily injury to persons; (2) damage or injury to, loss (including theft), or loss of use of, any property; (3) any failure or alleged failure to comply with any provision of law or the Contract Documents; or (4) any other loss, damage or expense, sustained by any person, firm or corporation or in connection with the Work called for in this Agreement or the Contract Documents, except for liability resulting from the sole or active negligence, or the willful misconduct of the Owner
- b. Any bodily injury to or death of persons or damage to property caused by any act, omission or breach of CONTRACTOR or any person, firm or corporation employed by CONTRACTOR, either directly or by independent contract, including all damages or injury to, loss (including theft), or loss of use of, any property, sustained by any person, firm or corporation, including the Owner, arising out of or in any way connected with Work covered by this Agreement or the Contract Documents, whether said injury or damage occurs either on or off Owner property, but not for any loss, injury, death or damages caused by the sole or active negligence or willful misconduct of the Owner .
- c. Any dispute between CONTRACTOR and CONTRACTOR's subcontractors/supplies/and/or sureties, including, but not limited to, any stop notice actions.

CONTRACTOR, at CONTRACTOR's own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings that may be brought or instituted against the Owner, Architect, Construction Manager, Inspector, the State of California and their officers, agents or employees, on any such claim or liability, and shall pay or satisfy any judgment that may be rendered against the Owner, Architect, Construction Manager, Inspector, the State of California and their officers, agents or employees in any action, suit or other proceedings as a result thereof.

ARTICLE 6 - EARNINGS ASSIGNMENT ORDERS: Pursuant to the requirements of Public Contract Code Section 7110, the Contractor acknowledges that he is aware of the provisions of Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family Code, and that to the best of his knowledge is in full compliance with earnings orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the Employment Development Department.

ARTICLE 7 - PROVISIONS REQUIRED BY LAW: Each and every provision of law and clause required to be inserted in this Contract shall be deemed to be inserted herein and this Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not inserted correctly, then upon application of either party the Contract shall forthwith be physically amended to make such insertion or correction.

ARTICLE 8 - COMPONENT PARTS OF THE CONTRACT: The Contract entered into by this Agreement consist of the following Contract Documents, all of which are component parts of the Contract as if herein set out in full or attached hereto:

Advertisement for Bids
Instructions to Bidders
Scope of Work Summary
Bid Form – Construction Management (Multi-Prime Contract)
Bid Bond
Verification of Contractor and Subcontractor DIR Registration
Designation of Subcontractors
Non-Collusion Declaration
Iran Contracting Act Certification
Certification of Recycled Content
Site Visit Certification
Employment Certification
Certifications and Representations
Agreement
Performance Bond
Payment Bond (Labor and Materials)
Guarantee

Contractor's Certificate Regarding Worker's Compensation
Contractor's Certificate Regarding Drug Free Workplace
Certification of Asbestos-Free Materials
Certification of Employee Status
Claim Certification
Contractor's Certificate Regarding Alcoholic Beverage and Tobacco-Free Campus Policy
DVBE Participation
General Conditions – Construction Management (Multi-Prime Contract)
Supplementary Conditions
Division I – General Requirements
Project Construction Bar Chart Schedule
Specifications
Drawings
Addenda

All of the above named Contract Documents are complementary. Work required by one of the above named contract documents shall be done as if required by all.

Contractors are required by law to be licensed and regulated by the Contractors' State License Board. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 2600, Sacramento, California 95826.

ARTICLE 9 - PREVAILING WAGES: Wage rates for this project shall be in accordance with the general prevailing rate of holiday and overtime work in the locality in which the work is to be performed for each craft, classification, or type of work needed to execute the contract as determined by the Director of the Department of Industrial Relations. Copies of schedules of rates so determined by the Director of Department of Industrial Relations are available on the following website: www.dir.ca.gov/dlsr/PWD/SOUTHERN.html.

The following Labor Code Sections are hereby referenced and made a part of this Agreement and CONTRACTOR stipulates to the provisions contained therein.

- a. Section 1775, Penalty for Failure to Comply with Prevailing Wage Rates.
- b. Section 1813, Penalty for Failure to Pay Overtime.
- c. Sections 1810 and 1811, working Hour Restrictions.
- d. Section 1775, Payroll Records
- e. Section 1773.8, Travel and Subsistence Pay.

ARTICLE 10 - RECORD AUDIT: In accordance with Government Code Section 8546.7, records of both the OWNER and the CONTRACTOR shall be subject to examination and audit by the Auditor General for a period of three (3) years after final payment.

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

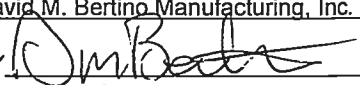
MUROC JOINT UNIFIED SCHOOL DISTRICT

BY _____

Typed or Printed Name

CONTRACTOR:

David M. Bertino Manufacturing, Inc.

BY 

Dylan Bertino

Typed or Printed Name

TITLE V.P.

BY _____

Typed or Printed Name

TITLE _____

Authorized Officers or Agents

DATE 11-20-19

(CORPORATE SEAL)

DOCUMENT 00 52 24

AGREEMENT

THIS AGREEMENT, made the 20th day of November in the year Two Thousand Nineteen, in the county of Kern, State of California, by and between the Muroc Joint Unified School District, hereinafter called the "OWNER" and MVC Enterprises, Inc. hereinafter called CONTRACTOR.

WITNESSETH that the Owner and the Contractor for the considerations stated herein agree as follows:

ARTICLE 1 - SCOPE OF WORK: The Contractor shall furnish all labor, materials, equipment, tools, utility services and transportation and perform and complete all work required in connection with the construction of:

**K-12 EDWARDS AFB MODERNIZATION AND ADDITIONS
PHASE 2
(DESERT JUNIOR/SENIOR HIGH SCHOOL MODERNIZATION / ADDITIONS)**

Category No. 21 – Site Concrete, Hardscape, and Masonry

In strict accordance with the Contract Documents enumerated in Article 8 below. The Contractor shall be liable to the Owner for any damages arising as a result of a failure to comply with that obligation, and the Contractor shall not be excused with respect to any failure to so comply by act or omission of the Architect, Construction Manager, Engineer, Inspector, Division of the State Architect, or representative of any of them, unless such act or omission actually prevents the Contractor from fully complying with the Contract Documents and unless the Contractor protests at the time of such alleged prevention that the act or omission is preventing the Contractor from fully complying with the Contract Documents. Such protest shall not be effective unless reduced to writing and filed with the Owner office within three working days of the date of occurrence of the act or omission preventing the Contractor from fully complying with the Contract Documents.

ARTICLE 2 - TIME OF COMPLETION: All work under this Contract shall be completed within a period of Nine Hundred and Thirty (930) consecutive calendar days commencing on or before the date stated in the Owner's written Notice to Proceed in accordance with the project construction schedule activity durations.

ARTICLE 3 - LIQUIDATED DAMAGES: It is agreed that the Contractor will pay the Owner the sum of Two Thousand Dollars (\$2,000.00) per calendar day for each and every day of delay beyond the time prescribed in the Bid Form and Agreement for finishing said work, as Liquidated Damages and not as a penalty or forfeiture. In the event the same is not paid, the Contractor further agrees that the Owner may deduct that amount thereof from any money due or that may become due the Contractor under the Contract. This Article does not exclude recovery of damages under other provisions of the Contract Documents.

ARTICLE 4 - CONTRACT PRICE: The Owner shall pay to the Contractor as full consideration for the faithful performance of the Contract, subject to any additions or deductions as provided in the Contract Documents, the sum of FOUR MILLION NINE HUNDRED THOUSAND DOLLARS (\$4,900,000.00) said sum being the total amount stipulated in the Proposal. Payment shall be made as set forth in the General Conditions. Should any change order or construction change directive result in an increase in the contract price, the cost of such change order or construction change directive shall be agreed to in advance by the CONTRACTOR and the OWNER, subject to the monetary limitations set forth in Public Code Section 20118.4. In the event that the CONTRACTOR proceeds with a change in work without an agreement between the OWNER and CONTRACTOR regarding the cost of a change order or a construction change directive, the CONTRACTOR waives any claim of additional compensation for such additional work.

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

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

- a. Liability for (1) death or bodily injury to persons; (2) damage or injury to, loss (including theft), or loss of use of, any property; (3) any failure or alleged failure to comply with any provision of law or the Contract Documents; or (4) any other loss, damage or expense, sustained by any person, firm or corporation or in connection with the Work called for in this Agreement or the Contract Documents, except for liability resulting from the sole or active negligence, or the willful misconduct of the Owner
- b. Any bodily injury to or death of persons or damage to property caused by any act, omission or breach of CONTRACTOR or any person, firm or corporation employed by CONTRACTOR, either directly or by independent contract, including all damages or injury to, loss (including theft), or loss of use of, any property, sustained by any person, firm or corporation, including the Owner, arising out of or in any way connected with Work covered by this Agreement or the Contract Documents, whether said injury or damage occurs either on or off Owner property, but not for any loss, injury, death or damages caused by the sole or active negligence or willful misconduct of the Owner .
- c. Any dispute between CONTRACTOR and CONTRACTOR's subcontractors/supplies/and/or sureties, including, but not limited to, any stop notice actions.

CONTRACTOR, at CONTRACTOR's own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings that may be brought or instituted against the Owner, Architect, Construction Manager, Inspector, the State of California and their officers, agents or employees, on any such claim or liability, and shall pay or satisfy any judgment that may be rendered against the Owner, Architect, Construction Manager, Inspector, the State of California and their officers, agents or employees in any action, suit or other proceedings as a result thereof.

ARTICLE 6 - EARNINGS ASSIGNMENT ORDERS: Pursuant to the requirements of Public Contract Code Section 7110, the Contractor acknowledges that he is aware of the provisions of Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family Code, and that to the best of his knowledge is in full compliance with earnings orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the Employment Development Department.

ARTICLE 7 - PROVISIONS REQUIRED BY LAW: Each and every provision of law and clause required to be inserted in this Contract shall be deemed to be inserted herein and this Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not inserted correctly, then upon application of either party the Contract shall forthwith be physically amended to make such insertion or correction.

ARTICLE 8 - COMPONENT PARTS OF THE CONTRACT: The Contract entered into by this Agreement consist of the following Contract Documents, all of which are component parts of the Contract as if herein set out in full or attached hereto:

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Instructions to Bidders
Scope of Work Summary
Bid Form – Construction Management (Multi-Prime Contract)
Bid Bond
Verification of Contractor and Subcontractor DIR Registration
Designation of Subcontractors
Non-Collusion Declaration
Iran Contracting Act Certification
Certification of Recycled Content
Site Visit Certification
Employment Certification
Certifications and Representations
Agreement
Performance Bond
Payment Bond (Labor and Materials)
Guarantee

Contractor's Certificate Regarding Worker's Compensation
Contractor's Certificate Regarding Drug Free Workplace
Certification of Asbestos-Free Materials
Certification of Employee Status
Claim Certification
Contractor's Certificate Regarding Alcoholic Beverage and Tobacco-Free Campus Policy
DVBE Participation
General Conditions – Construction Management (Multi-Prime Contract)
Supplementary Conditions
Division I – General Requirements
Project Construction Bar Chart Schedule
Specifications
Drawings
Addenda

All of the above named Contract Documents are complementary. Work required by one of the above named contract documents shall be done as if required by all.

Contractors are required by law to be licensed and regulated by the Contractors' State License Board. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 2600, Sacramento, California 95826.

ARTICLE 9 - PREVAILING WAGES: Wage rates for this project shall be in accordance with the general prevailing rate of holiday and overtime work in the locality in which the work is to be performed for each craft, classification, or type of work needed to execute the contract as determined by the Director of the Department of Industrial Relations. Copies of schedules of rates so determined by the Director of Department of Industrial Relations are available on the following website: www.dir.ca.gov/dlsr/PWD/SOUTHERN.html.

The following Labor Code Sections are hereby referenced and made a part of this Agreement and CONTRACTOR stipulates to the provisions contained therein.

- a. Section 1775, Penalty for Failure to Comply with Prevailing Wage Rates.
- b. Section 1813, Penalty for Failure to Pay Overtime.
- c. Sections 1810 and 1811, working Hour Restrictions.
- d. Section 1775, Payroll Records
- e. Section 1773.8, Travel and Subsistence Pay.

ARTICLE 10 - RECORD AUDIT: In accordance with Government Code Section 8546.7, records of both the OWNER and the CONTRACTOR shall be subject to examination and audit by the Auditor General for a period of three (3) years after final payment.

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

MUROC JOINT UNIFIED SCHOOL DISTRICT

BY _____

Typed or Printed Name

CONTRACTOR:

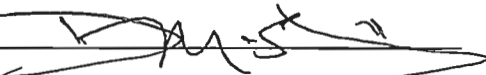
MVC Enterprises, Inc.

BY 

David McSkimming

Typed or Printed Name

TITLE VP Preconstruction

BY 

David McSkimming

Typed or Printed Name

TITLE VP Preconstruction

Authorized Officers or Agents

DATE 11/20/19

(CORPORATE SEAL)

DOCUMENT 00 52 24

AGREEMENT

THIS AGREEMENT, made the _____ day of November in the year Two Thousand Nineteen, in the county of Kern, State of California, by and between the Muroc Joint Unified School District, hereinafter called the "OWNER" and Time & Alarm Systems hereinafter called CONTRACTOR.

WITNESSETH that the Owner and the Contractor for the considerations stated herein agree as follows:

ARTICLE 1 - SCOPE OF WORK: The Contractor shall furnish all labor, materials, equipment, tools, utility services and transportation and perform and complete all work required in connection with the construction of:

**K-12 EDWARDS AFB MODERNIZATION AND ADDITIONS
PHASE 2
(DESERT JUNIOR/SENIOR HIGH SCHOOL MODERNIZATION / ADDITIONS)**

Category No. 22 – Low Voltage, Fire Alarm, Communications and Data

In strict accordance with the Contract Documents enumerated in Article 8 below. The Contractor shall be liable to the Owner for any damages arising as a result of a failure to comply with that obligation, and the Contractor shall not be excused with respect to any failure to so comply by act or omission of the Architect, Construction Manager, Engineer, Inspector, Division of the State Architect, or representative of any of them, unless such act or omission actually prevents the Contractor from fully complying with the Contract Documents and unless the Contractor protests at the time of such alleged prevention that the act or omission is preventing the Contractor from fully complying with the Contract Documents. Such protest shall not be effective unless reduced to writing and filed with the Owner office within three working days of the date of occurrence of the act or omission preventing the Contractor from fully complying with the Contract Documents.

ARTICLE 2 - TIME OF COMPLETION: All work under this Contract shall be completed within a period of Nine Hundred and Thirty (930) consecutive calendar days commencing on or before the date stated in the Owner's written Notice to Proceed in accordance with the project construction schedule activity durations.

ARTICLE 3 - LIQUIDATED DAMAGES: It is agreed that the Contractor will pay the Owner the sum of Two Thousand Dollars (\$2,000.00) per calendar day for each and every day of delay beyond the time prescribed in the Bid Form and Agreement for finishing said work, as Liquidated Damages and not as a penalty or forfeiture. In the event the same is not paid, the Contractor further agrees that the Owner may deduct that amount thereof from any money due or that may become due the Contractor under the Contract. This Article does not exclude recovery of damages under other provisions of the Contract Documents.

ARTICLE 4 - CONTRACT PRICE: The Owner shall pay to the Contractor as full consideration for the faithful performance of the Contract, subject to any additions or deductions as provided in the Contract Documents, the sum of ONE MILLION EIGHT HUNDRED AND NINETEEN THOUSAND TWO HUNDRED AND SEVENTY-SIX DOLLARS (\$1,819,276.00) said sum being the total amount stipulated in the Proposal. Payment shall be made as set forth in the General Conditions. Should any change order or construction change directive result in an increase in the contract price, the cost of such change order or construction change directive shall be agreed to in advance by the CONTRACTOR and the OWNER, subject to the monetary limitations set forth in Public Code Section 20118.4. In the event that the CONTRACTOR proceeds with a change in work without an agreement between the OWNER and CONTRACTOR regarding the cost of a change order or a construction change directive, the CONTRACTOR waives any claim of additional compensation for such additional work.

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

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

- a. Liability for (1) death or bodily injury to persons; (2) damage or injury to, loss (including theft), or loss of use of, any property; (3) any failure or alleged failure to comply with any provision of law or the Contract Documents; or (4) any other loss, damage or expense, sustained by any person, firm or corporation or in connection with the Work called for in this Agreement or the Contract Documents, except for liability resulting from the sole or active negligence, or the willful misconduct of the Owner
- b. Any bodily injury to or death of persons or damage to property caused by any act, omission or breach of CONTRACTOR or any person, firm or corporation employed by CONTRACTOR, either directly or by independent contract, including all damages or injury to, loss (including theft), or loss of use of, any property, sustained by any person, firm or corporation, including the Owner, arising out of or in any way connected with Work covered by this Agreement or the Contract Documents, whether said injury or damage occurs either on or off Owner property, but not for any loss, injury, death or damages caused by the sole or active negligence or willful misconduct of the Owner .
- c. Any dispute between CONTRACTOR and CONTRACTOR's subcontractors/supplies/and/or sureties, including, but not limited to, any stop notice actions.

CONTRACTOR, at CONTRACTOR's own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings that may be brought or instituted against the Owner, Architect, Construction Manager, Inspector, the State of California and their officers, agents or employees, on any such claim or liability, and shall pay or satisfy any judgment that may be rendered against the Owner, Architect, Construction Manager, Inspector, the State of California and their officers, agents or employees in any action, suit or other proceedings as a result thereof.

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Certification of Recycled Content
Site Visit Certification
Employment Certification
Certifications and Representations
Agreement
Performance Bond
Payment Bond (Labor and Materials)
Guarantee

Contractor's Certificate Regarding Worker's Compensation
Contractor's Certificate Regarding Drug Free Workplace
Certification of Asbestos-Free Materials
Certification of Employee Status
Claim Certification
Contractor's Certificate Regarding Alcoholic Beverage and Tobacco-Free Campus Policy
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ARTICLE 9 - PREVAILING WAGES: Wage rates for this project shall be in accordance with the general prevailing rate of holiday and overtime work in the locality in which the work is to be performed for each craft, classification, or type of work needed to execute the contract as determined by the Director of the Department of Industrial Relations. Copies of schedules of rates so determined by the Director of Department of Industrial Relations are available on the following website: www.dir.ca.gov/dlsr/PWD/SOUTHERN.html.

The following Labor Code Sections are hereby referenced and made a part of this Agreement and CONTRACTOR stipulates to the provisions contained therein.

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- d. Section 1775, Payroll Records
- e. Section 1773.8, Travel and Subsistence Pay.

ARTICLE 10 - RECORD AUDIT: In accordance with Government Code Section 8546.7, records of both the OWNER and the CONTRACTOR shall be subject to examination and audit by the Auditor General for a period of three (3) years after final payment.

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

MUROC JOINT UNIFIED SCHOOL DISTRICT

BY _____

Typed or Printed Name

CONTRACTOR:

Time & Alarm Systems

BY _____

Keith Senn

Typed or Printed Name

TITLE President

BY _____

Typed or Printed Name

TITLE _____

Authorized Officers or Agents

DATE 12/3/2019

(CORPORATE SEAL)

**MUROC JOINT UNIFIED SCHOOL DISTRICT
Board Meeting Background Material**

TO: Board of Trustees

FROM: Kevin D. Cordes
Superintendent

DATE: December 11, 2019

AGENDA ITEM: **Approve Certificated Stipends**

BACKGROUND: Throughout the year it is necessary to cover certificated assignments with temporary personnel.

RECOMMENDATION: It is recommended that the Board approve the following certificated stipends.

Name	Assignment	Site	Pay Rate	Effective Date
Benlian, Bryce	Wrestling Coach	DJ/SHS	\$2,315.00	11/01/2019
Casel, Karen	Band Director	BJ/SHS	\$ 350.00	08/19/2019
Chavarria, Marco	Girls Soccer Coach	DJ/SHS	\$2,315.00	11/01/2019
Chavez, Angelina	Cheer Advisor	BJ/SHS	\$2,350.00	08/19/2019
Day, Travis	7 th Grade Advisor	BJ/SHS	\$ 350.00	08/19/2019
D'Silva, Danielle	Substitute Teacher	District	\$ 165.00/Day	11/08/2019
English, Deric	Leadership Team Member #1	BJ/SHS	\$ 100.00	08/19/2019
English, Deric	Safety Committee Member #1	BJ/SHS	\$ 125.00	08/19/2019
Ferreira, Casey	Substitute Teacher	District	\$ 165.00/Day	11/13/2019
Garcia, Gabrielle	Yearbook Advisor	BJ/SHS	\$2,000.00	08/19/2019
Garcia, Gabrielle	School Website	BJ/SHS	\$ 300.00	08/19/2019
Garrett, Stacey	7 th Grade Girls Basketball Coach	BJ/SHS	\$1,715.00	01/07/2020
Gindis, Marina	Substitute Teacher	District	\$ 165.00/Day	11/13/2019

Name	Assignment	Site	Pay Rate	Effective Date
Havird, Jennifer	8 th Grade Advisor	BJ/SHS	\$ 450.00	08/19/2019
Jensen, Heidi	9 th Grade Advisor	BJ/SHS	\$ 350.00	08/19/2019
Johnson, Barbara	10 th Grade Advisor	BJ/SHS	\$ 350.00	08/19/2019
Johnson, Morgan	School Site Council	BJ/SHS	\$ 150.00	08/19/2019
Johnson, Morgan	Leadership Team Member #4	BJ/SHS	\$ 100.00	08/19/2019
Johnson, Morgan	Safety Committee Member #4	BJ/SHS	\$ 125.00	08/19/2019
Nannery, Karen	Substitute Teacher	BJ/SHS	\$ 165.00/Day	11/07/2019
Nelson, Clinton	Boys Soccer Coach	DJ/SHS	\$2,593.00	11/01/2019
Pleasant, Phillip	Head JV Boys Basketball Coach	DJ/SHS	\$2,016.00	11/01/2019
Pleasant, Phillip	Head Varsity Boys Basketball Coach	DJ/SHS	\$2,894.00	11/01/2019
Poe, Denise	CSF/NHS Advisor	BJ/SHS	\$ 350.00	08/19/2019
Richardson, Bryan	Leadership Team Member #2	BJ/SHS	\$ 100.00	08/19/2019
Richardson, Bryan	Safety Committee Member #2	BJ/SHS	\$ 125.00	08/19/2019
Rundblade, Summer	BTSA Support Provider	WBE	\$1,500.00	08/19/2019
Santos, Ma Katrina	Safety Committee Member #3	BJ/SHS	\$ 125.00	08/19/2019
Santos, Ma Katrina	Leadership Team Member #3	BJ/SHS	\$ 100.00	08/19/2019
Santos, Ma Katrina	Mathletes	BJ/SHS	\$ 350.00	08/19/2019
Santos, Ma Katrina	Activities Director	BJ/SHS	\$2,000.00	08/19/2019
Santos, Ma Katrina	12 th Grade Advisor	BJ/SHS	\$ 450.00	08/19/2019
Singer, Kristy	8 th Grade Girls Basketball Coach	BJ/SHS	\$1,715.00	08/19/2019
Stucki, Marjorie	11 th Grade Advisor	BJ/SHS	\$ 450.00	08/19/2019
Stucki, Marjorie	Athletic Director	BJ/SHS	\$4,201.00	08/19/2019
Taylor, John	Head Varsity Girls Basketball Coach	DJ/SHS	\$2,894.00	11/01/2019
Wolfe, Thomas	8 th Grade Boys Basketball coach	BJ/SHS	\$1,715.00	01/07/2020

MUROC JOINT UNIFIED SCHOOL DISTRICT

Board Meeting Background Material

TO: Board of Trustees

FROM: Kevin D. Cordes
Superintendent

DATE: December 11, 2019

AGENDA ITEM: **Approve Certificated Resignation**

BACKGROUND:

Amber Thompson, has submitted her letter of resignation as an Elementary Teacher at Branch Elementary School effective December 19, 2019. Amber has been with the district since August 12, 2016.

RECOMMENDATION: It is recommended that the Board approve the resignation submitted to and accepted by the Superintendent.

MUROC JOINT UNIFIED SCHOOL DISTRICT

Board Meeting Background Material

TO: Board of Trustees

FROM: Kevin D. Cordes
Superintendent

DATE: December 11, 2019

AGENDA ITEM: **Approve Classified Resignations**

BACKGROUND:

Christine Dones, has submitted her resignation as a Secretary effective November 12, 2019. She is leaving the District.

RanDi Moore, has submitted her resignation as a Campus Aide effective November 8, 2019. She has accepted a new position within the District.

Alessandra Pugliese, has submitted her resignation as an Attendance Secretary effective November 13, 2019. She has accepted a new position within the District.

Ana Benavides, has submitted her resignation as a Campus Aide effective November 15, 2019. She has accepted a new position within the District.

Krystle Wingfield, has submitted her resignation as a Campus Aide effective November 15, 2019. She has accepted a new position within the District.

Amanda Fox, has submitted her resignation as a Campus Aide effective November 19, 2019. She has accepted a new position within the District.

Ana Benavides, has submitted her resignation as a Campus Aide effective November 22, 2019. She has accepted a new position within the District.

RECOMMENDATION: It is recommended that the Board accept the resignations of the above listed classified employees.

MUROC JOINT UNIFIED SCHOOL DISTRICT

Board Meeting Background Material

TO: Board of Trustees

FROM: Kevin D. Cordes
Superintendent

DATE: December 11, 2019

AGENDA ITEM: **Approve Changes to Classified Assignments**

BACKGROUND: Due to a change in assignment in the classified staff, the employees on the following list are being recommended for approval.

RECOMMENDATION: It is recommended that the Board approve the classified changes on the following list.

CLASSIFIED EMPLOYEE CHANGE

Board Meeting Date: December 11, 2019

Olivia LeValley, Campus Aide, Branch Elementary School, 4.33 hours avg./day, \$1,059.98/month, 9.5 months, effective November 12, 2019.

Moore, RanDi, Special Education Instructional Aide – S.C.I.A., Boron Junior/Senior High School, 6.8 hours avg./day, E, Step 01, \$1,951.79/month, 9.5 month position, effective November 12, 2019.

Winters, Brenda, Special Education Van Driver, Transportation, 4.23 hours avg./day, B, Step 05, \$1,321.13/month, 9.5 month position, effective November 13, 2019. Hours reduced.

Pugliese, Alessandra, Secretary, Desert Junior/Senior High School, 8 hours/day, I, Step 01, \$2,838.45/month, 11 month position, effective November 14, 2019.

Benavides, Ana, Campus Aide, Branch Elementary School, 3.5 hours/day, AA, Step 02, \$897.50/month, 9.5 month position, effective November 18, 2019.

Wingfield, Krystle, Campus Aide, Branch Elementary School, 3.83 hours avg./day, AA, Step 01, \$937.58/month, 9.5 month position, effective November 18, 2019.

Fox, Amanda, Cafeteria Worker/Cashier, West Boron Elementary School, 3.7 hours avg./day, BB, Step 01, \$942.82/month, 9.5 month position, effective November 20, 2019.

Benavides, Ana, Campus Aide, Desert Junior/Senior High School, 3.5 hours/day, AA, Step 02, \$897.50/month, 9.5 month position, effective December 2, 2019.

York, Jenna, Special Education Bus Monitor, Transportation, 6.784 hours avg./day, B, Step 01, \$1,879.03/month, 10 month position, effective December 20, 2019. Hours reduced.

MUROC JOINT UNIFIED SCHOOL DISTRICT

Board Meeting Background Material

TO: Board of Trustees

FROM: Kevin D. Cordes
Superintendent

DATE: December 11, 2019

AGENDA ITEM: **Approve Classified Employees**

BACKGROUND: Due to vacancies and/or new positions in the classified staff, the employees on the list below are being recommended for appointment.

RECOMMENDATION: It is recommended that the Board approve the classified appointments on the list below.

CLASSIFIED EMPLOYEES

Board Meeting Date: December 11, 2019

Matthews, Destiny, Special Education Instructional Aide, Desert Junior/Senior High School, 6.5 hours/day, E, Step 01, \$1,865.68/month, 9.5 month position, effective November 15, 2019.

Sarabia, Vanessa, Special Education Instructional Aide, Branch Elementary School, 5.05 hours avg./day, E, Step 01, \$1,449.49/month, 9.5 month position, effective November 14, 2019.

Dominguez, David, Cafeteria Worker/Cashier, Desert Junior/Senior High School, 2.5 hours/day, BB, Step 01, \$637.04/month, 9.5 month position, effective November 19, 2019.

Olley, Melissa, Campus Aide, Branch Elementary School, .7 hours avg./day, AA, Step 01, \$171.39/month, 9.5 month position, effective December 3, 2019.

Teteak, Betty, Special Education Instructional Aide, Branch Elementary School, 3.08 hours avg./day, E, Step 01, \$884.05/month, 9.5 month position, effective December 5, 2019.

MUROC JOINT UNIFIED SCHOOL DISTRICT

Board Meeting Background Material

TO: Board of Trustees

FROM: Kevin D. Cordes
Superintendent

DATE: December 11, 2019

AGENDA ITEM: **Approve Classified Substitutes**

BACKGROUND: Due to the need to cover classified assignments when employees are ill or on leave, there is a need to maintain a pool of substitutes.

RECOMMENDATION: It is recommended that the Board approve the individuals on the attached list to serve as a substitute in the District.

TEMPORARY CLASSIFIED ASSIGNMENT

Board Meeting Date: December 11, 2019

Name	Assignment	Pay Rate	Effective Date
Garrett, Kade	Campus Aide	\$12.00	12/2/2019
	Custodian	\$12.00	12/2/2019
	Groundskeeper	\$12.00	12/2/2019
Merillat, Patricia	Campus Aide	\$12.00	12/5/2019

MUROC JOINT UNIFIED SCHOOL DISTRICT

Board Meeting Background Material

TO: Board of Trustees

FROM: Kevin D. Cordes
Superintendent

DATE: December 11, 2019

AGENDA ITEM: **Approve District Volunteers**

BACKGROUND: In order to enhance our programs for students, it is often necessary to use community and parent volunteers.

RECOMMENDATION: It is recommended that the Board approve/ratify the volunteers on the following list.

VOLUNTEER

Board Meeting Date: December 11, 2019

Griffith, Ashley
Rineheart, Regiane
Spaulding, Dorothy – Van Driver

MUROC JOINT UNIFIED SCHOOL DISTRICT

BOARD MEETING BACK-UP MATERIAL

ACTION AGENDA

December 11, 2019

MUROC JOINT UNIFIED SCHOOL DISTRICT

Board Meeting Background Material

Public Hearing/Action Agenda Item

TO: Board of Trustees

FROM: Trevor Walker, Chief Business Officer

MEETING DATE: December 11, 2019

AGENDA ITEM: **Annual Accounting of Developer Fee Fund**

BACKGROUND: Government Code Sections 66001 and 66006 require school districts collecting developer fees to make an annual accounting of the fund those fees are deposited into, and to make additional findings every five years if there are any funds remaining in the fund at the end of the prior fiscal year.

RECOMMENDATION: It is recommended that the Board hold a Public Hearing for the Annual Accounting of Development Fees for Fiscal Year 2018-19 in the Developer Fee Fund and approve the Accounting Report.

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
A. REVENUES								
1) LCFF Sources		8010-8099	0.00	0.00	0.00	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.00	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.00	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	0.00	0.00	22.53	0.00	0.00	0.0%
5) TOTAL, REVENUES			0.00	0.00	22.53	0.00		
B. EXPENDITURES								
1) Certificated Salaries		1000-1999	0.00	0.00	0.00	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.00	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.00	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	0.00	0.00	0.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	0.00	0.00	0.00	0.00	0.00	0.0%
6) Capital Outlay		6000-6999	0.00	0.00	0.00	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.00	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.00	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			0.00	0.00	0.00	0.00		
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			0.00	0.00	22.53	0.00		
D. OTHER FINANCING SOURCES/USES								
1) Interfund Transfers								
a) Transfers In		8900-8929	0.00	0.00	0.00	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.00	0.00	0.00	0.0%
2) Other Sources/Uses								
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.00	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.00	0.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			0.00	0.00	22.53	0.00		
F. FUND BALANCE, RESERVES								
1) Beginning Fund Balance								
a) As of July 1 - Unaudited		9791	23,056.46	23,056.46		23,056.46	0.00	0.0%
b) Audit Adjustments		9793	0.00	0.00		0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			23,056.46	23,056.46		23,056.46		
d) Other Restatements		9795	0.00	0.00		0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			23,056.46	23,056.46		23,056.46		
2) Ending Balance, June 30 (E + F1e)			23,056.46	23,056.46		23,056.46		
Components of Ending Fund Balance								
a) Nonspendable								
Revolving Cash		9711	0.00	0.00		0.00		
Stores		9712	0.00	0.00		0.00		
Prepaid Items		9713	0.00	0.00		0.00		
All Others		9719	0.00	0.00		0.00		
b) Legally Restricted Balance		9740	0.00	0.00		0.00		
c) Committed								
Stabilization Arrangements		9750	0.00	0.00		0.00		
Other Commitments		9760	0.00	0.00		0.00		
d) Assigned								
Other Assignments		9780	23,056.46	23,056.46		23,056.46		
e) Unassigned/Unappropriated								
Reserve for Economic Uncertainties		9789	0.00	0.00		0.00		
Unassigned/Unappropriated Amount		9790	0.00	0.00		0.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
OTHER STATE REVENUE								
Tax Relief Subventions								
Restricted Levies - Other								
Homeowners' Exemptions		8575	0.00	0.00	0.00	0.00	0.00	0.0%
Other Subventions/In-Lieu Taxes		8576	0.00	0.00	0.00	0.00	0.00	0.0%
All Other State Revenue		8590	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER LOCAL REVENUE								
County and District Taxes								
Other Restricted Levies								
Secured Roll		8615	0.00	0.00	0.00	0.00	0.00	0.0%
Unsecured Roll		8616	0.00	0.00	0.00	0.00	0.00	0.0%
Prior Years' Taxes		8617	0.00	0.00	0.00	0.00	0.00	0.0%
Supplemental Taxes		8618	0.00	0.00	0.00	0.00	0.00	0.0%
Non-Ad Valorem Taxes								
Parcel Taxes		8621	0.00	0.00	0.00	0.00	0.00	0.0%
Other		8622	0.00	0.00	0.00	0.00	0.00	0.0%
Community Redevelopment Funds								
Not Subject to LCFF Deduction		8625	0.00	0.00	0.00	0.00	0.00	0.0%
Penalties and Interest from Delinquent								
Non-LCFF Taxes		8629	0.00	0.00	0.00	0.00	0.00	0.0%
Sales								
Sale of Equipment/Supplies		8631	0.00	0.00	0.00	0.00	0.00	0.0%
Interest		8660	0.00	0.00	22.53	0.00	0.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.00	0.00	0.00	0.0%
Fees and Contracts								
Mitigation/Developer Fees		8681	0.00	0.00	0.00	0.00	0.00	0.0%
Other Local Revenue								
All Other Local Revenue		8699	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			0.00	0.00	22.53	0.00	0.00	0.0%
TOTAL, REVENUES			0.00	0.00	22.53	0.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
CERTIFICATED SALARIES								
Other Certificated Salaries		1900	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CERTIFICATED SALARIES			0.00	0.00	0.00	0.00	0.00	0.0%
CLASSIFIED SALARIES								
Classified Support Salaries		2200	0.00	0.00	0.00	0.00	0.00	0.0%
Classified Supervisors' and Administrators' Salaries		2300	0.00	0.00	0.00	0.00	0.00	0.0%
Clerical, Technical and Office Salaries		2400	0.00	0.00	0.00	0.00	0.00	0.0%
Other Classified Salaries		2900	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			0.00	0.00	0.00	0.00	0.00	0.0%
EMPLOYEE BENEFITS								
STRS		3101-3102	0.00	0.00	0.00	0.00	0.00	0.0%
PERS		3201-3202	0.00	0.00	0.00	0.00	0.00	0.0%
OASDI/Medicare/Alternative		3301-3302	0.00	0.00	0.00	0.00	0.00	0.0%
Health and Welfare Benefits		3401-3402	0.00	0.00	0.00	0.00	0.00	0.0%
Unemployment Insurance		3501-3502	0.00	0.00	0.00	0.00	0.00	0.0%
Workers' Compensation		3601-3602	0.00	0.00	0.00	0.00	0.00	0.0%
OPEB, Allocated		3701-3702	0.00	0.00	0.00	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.00	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			0.00	0.00	0.00	0.00	0.00	0.0%
BOOKS AND SUPPLIES								
Approved Textbooks and Core Curricula Materials		4100	0.00	0.00	0.00	0.00	0.00	0.0%
Books and Other Reference Materials		4200	0.00	0.00	0.00	0.00	0.00	0.0%
Materials and Supplies		4300	0.00	0.00	0.00	0.00	0.00	0.0%
Noncapitalized Equipment		4400	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			0.00	0.00	0.00	0.00	0.00	0.0%
SERVICES AND OTHER OPERATING EXPENDITURES								
Subagreements for Services		5100	0.00	0.00	0.00	0.00	0.00	0.0%
Travel and Conferences		5200	0.00	0.00	0.00	0.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.00	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.00	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Direct Costs		5710	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.00	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	0.00	0.00	0.00	0.00	0.00	0.0%
Communications		5900	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			0.00	0.00	0.00	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
CAPITAL OUTLAY								
Land		6100	0.00	0.00	0.00	0.00	0.00	0.0%
Land Improvements		6170	0.00	0.00	0.00	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	0.00	0.00	0.00	0.00	0.00	0.0%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment		6400	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER OUTGO (excluding Transfers of Indirect Costs)								
Other Transfers Out								
All Other Transfers Out to All Others		7299	0.00	0.00	0.00	0.00	0.00	0.0%
Debt Service								
Debt Service - Interest		7438	0.00	0.00	0.00	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, EXPENDITURES			0.00	0.00	0.00	0.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
INTERFUND TRANSFERS								
INTERFUND TRANSFERS IN								
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.00	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.00	0.00	0.00	0.0%
INTERFUND TRANSFERS OUT								
To: State School Building Fund/ County School Facilities Fund		7613	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.00	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER SOURCES/USES								
SOURCES								
Proceeds								
Proceeds from Disposal of Capital Assets		8953	0.00	0.00	0.00	0.00	0.00	0.0%
Other Sources								
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.00	0.00	0.00	0.0%
Long-Term Debt Proceeds								
Proceeds from Certificates of Participation		8971	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Capital Leases		8972	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Lease Revenue Bonds		8973	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.00	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.00	0.00	0.00	0.0%
USES								
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.00	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.00	0.00	0.00	0.0%
CONTRIBUTIONS								
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.00	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES								
(a - b + c - d + e)			0.00	0.00	0.00	0.00		

Resource	Description	2019/20 Projected Year Totals
Total, Restricted Balance		0.00

MUROC JOINT UNIFIED SCHOOL DISTRICT

Board Meeting Background Material

Action Agenda Item

TO: Board of Trustees

FROM: Trevor Walker, Chief Business Officer

MEETING DATE: December 11, 2019

AGENDA ITEM: Positive Certification of 2019-20 First Interim Report

BACKGROUND: Education Code Sections 35035(i), 42130, and 42131 require the Governing Board of each school district to certify at least twice a year through the Interim Report Process the district's ability to meet its financial obligation for the current fiscal year and for the subsequent two fiscal years.

RECOMMENDATION: It is recommended that the Board certify that Muroc Joint Unified School District shall be able to meet its financial obligations for the current fiscal year and subsequent two fiscal years.

First Interim Report is available online at:
www.muroc.k12.ca.us

MUROC JOINT UNIFIED SCHOOL DISTRICT

Board Meeting Background Material

Action Agenda Item

TO: Board of Trustees

FROM: Trevor Walker, Chief Business Officer

MEETING DATE: December 11, 2019

AGENDA ITEM: Resolution 12-19-01, Classified Golden Handshake

BACKGROUND: As prescribed by the Collective Bargaining Agreement between Muroc Joint Unified School District and CSEA and its Chapter #340, the District desires to make the Golden Handshake Retirement Program available to eligible classified employees, in accordance with Government Code Section 20904.

In order to actually offer the Classified Golden Handshake, there must be a net savings to the District. Using last year's numbers to estimate the actual savings, there could be a net savings to the District. At the time that the actual retirement happens, again the net saving will be figured and the Classified Golden Handshake will only be allowed, in accordance with Government Code Section 20904, if there is net savings to the District.

RECOMMENDATION: It is recommended that the Board adopt Resolution 12-19-01, Classified Golden Handshake.

