

Student Success

SHORELINE UNIFIED SCHOOL DISTRICT BOARD OF TRUSTEES REGULAR MEETING

AGENDA

Thursday, October 17, 2019

TOMALES ELEMENTARY SCHOOL
40 John Street, Tomales

1. Formal opening and call to order 5:00 p.m. – Assembly Room
2. Roll call
3. Approval and adoption of agenda **ACTION**
4. Announcement regarding closed session items
5. Comments from the public on closed session items
6. Recess to closed session

CLOSED SESSION – Library

With respect to every item of business to be conducted in closed session pursuant to Government Code:

- 54957: Public Employee Performance Evaluation: Superintendent
- 54957: Public Employee Discipline/Dismissal/Release/Complaint

RECONVENE TO PUBLIC SESSION 6:00 p.m.

We welcome you to this evening's meeting. The public may provide information and ask questions relevant to agenda items at the time those items are under consideration. We would appreciate it if you would identify yourself by name when addressing the Board. Speakers are limited to four minutes each. Copies of the agenda are located on the agenda table.

7. Announcement of any reportable action taken in closed session **INFORMATION**
8. Flag salute
9. Students of the month **PRESENTATION**
10. Student representative report **INFORMATION**
11. Consent agenda **ACTION**
The Consent agenda is a group of routine items approved by a single Board action in order to save time. A Board member, the superintendent or a person in the audience may ask that any item be removed and acted upon separately.
 - 11.1 Minutes: Approve minutes of August 15, 2019, regular meeting
 - 11.2 Minutes: Approve minutes of September 5, 2019, special meeting
 - 11.3 Minutes: Approve minutes of September 12, 2019, special meeting
 - 11.4 Minutes: Approve minutes of September 19, 2019, regular meeting
 - 11.5 Warrants: General
 - 11.6 Review of the Public Self-Insurer's Annual Report from RESIG
 - 11.7 Review California School Dashboard local educational agency measures
12. Athletic Director Dominic Sacheli to report on sports, athletic trainer and coaches **INFORMATION**
13. Transportation report from Director of Transportation Leland Kinard **INFORMATION**
14. Persons desiring to address the Board on items not on the agenda. The Board will listen to your comments but are unable to engage in a discussion.

Curriculum and Instruction

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| 15. | Principals' report | INFORMATION |
| 16. | Superintendent report | INFORMATION |
| 17. | Board of Trustees' report | INFORMATION |

Finance and District Business

- | | | |
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| 18. | Discussion and possible approval of one of the three public opinion polling firm proposals | ACTION |
| 19. | Consider approval to accept low bid with Jerry Thompson & Sons for Measure I project to paint the exterior of the transportation yard office in the amount of \$14,500 | ACTION |
| 20. | Consider approval to accept the low bid with Westech Roofing Inc. for Measure I project to roof the transportation yard office in the amount of \$20,757 | ACTION |
| 21. | Consider approval to accept the low bid with FRC, Inc. for Measure I project to waterproof the transportation yard office in the amount of \$40,977 | ACTION |
| 22. | Consider approval to award contract to Enviroplex, Inc. for the Measure I modular classroom project at Bodega Bay School in the amount of \$297,716.57 | ACTION |
| 23. | Consider approval to award contract to Enviroplex, Inc. for the Measure I modular classroom project at West Marin School in the amount of \$316,278.27 | ACTION |

Employees

- | | | |
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| 24. | Consider approval of 2019-20 Superintendent Goals | ACTION |
| 25. | Consider approval of employment for Nicole Harston, para-educator I, five and a half (5.5) hours per day, and para-educator II librarian one and half (1.5) hours per day at Bodega Bay School, effective October 14, 2019 | ACTION |
| 26. | Consider approval of employment for Rocio Rodriguez, para-educator II special education, thirty (30) hours per week at West Marin School, effective October 14, 2019 | ACTION |
| 27. | Consider approval of employment for TBA, skilled maintenance, forty (40) hours per week at Tomales Elementary School, effective October 21, 2019 | ACTION |
| 28. | Consider approval of employment for Robin Torbet, long-term substitute teacher (Grade 4) at West Marin School from October 10, 2019 to December 20, 2019 | ACTION |
| 29. | Consider approval of employment for TBA, para educator II art, twenty (20) hours per week at Bodega Bay and Tomales Elementary Schools, effective once all of the required paperwork is completed | ACTION |

Auxiliary

- | | | |
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| 30. | Communications | |
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Adjournment

Written materials for open session items that are distributed to the Board of Trustees within 72 hours of the board meeting are available for public inspection immediately upon distribution at the district office, 10 John Street, Tomales.

In compliance with the Americans with Disabilities Act, for those requiring special assistance to access the Board meeting room, to access written documents being discussed at the Board meeting, or to otherwise participate at Board meetings, please contact Jeannie Moody at (707) 878-2225 for assistance. Notification at least 48 hours before the meeting will enable the District to make reasonable arrangements to ensure accessibility to the Board meeting and to provide any required accommodations, auxiliary aids or services.

**SHORELINE UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEES
2019**

PRESIDENT

JILL MANNING-SARTORI

VICE PRESIDENT

TIM KEHOE

CLERK

AVITO MIRANDA

BOARD REPRESENTATIVE

HEIDI KOENIG

TRUSTEE

JANE HEALY

TRUSTEE

VONDA FERNANDES

TRUSTEE

ETHAN MINOR

**STUDENT
REPRESENTATIVES**

**NATALYA FELICIANO
ISABEL SARTORI**

SECRETARY

BOB RAINES

SHORELINE UNIFIED SCHOOL DISTRICT
2019 REGULAR BOARD MEETING CALENDAR

January 17, 2019	-	West Marin School
February 14, 2019 (8:30 am)	MEETING CANCELLED	Tomales High School
March 21, 2019 (8:30 am)	-	Tomales High School
April 18, 2019	-	West Marin School
May 16, 2019	-	Bodega Bay School
June 20, 2019 (LCAP/BUDGET PUBLIC HEARING)		Tomales High School
June 27, 2019 (LCAP/BUGET ADOPTION)		West Marin School
July 18, 2019	MEETING CANCELLED	
August 15, 2019	-	Tomales High School
September 19, 2019	-	West Marin School
October 17, 2019	-	Tomales Elementary School
November 21, 2019	-	West Marin School
December 12, 2019	-	Tomales High School

All regular Board meetings begin at 5:00 p.m. then recess to closed session. Public session reconvenes at 6:00 p.m.; except for the February meeting, which will begin at 8:30 a.m. All regular Board meetings will be on the third Thursday of the month; except for the February and December meetings, which will be on the second Thursday. An additional meeting has been added on May 30 for the Local Control Accountability Plan (LCAP) Public Hearing.

SPECIAL MEETINGS

Special meetings/workshops/forums will be scheduled on a case-by-case basis as needed.

Adopted by the Board: December 13, 2018

REVISED March 13, 2019 – REVISED May 16, 2019 – REVISED June 20, 2019

GENERAL FUNCTIONS

SHORELINE UNIFIED SCHOOL DISTRICT

P.O. Box 198 Tomales, California 94971 (707) 878-2266 FAX (707) 878-2554



October 7, 2019

Moncerrat Ramirez
1315 Tomales Road, #2
Petaluma, CA 94952

Dear Moncerrat:

It is my pleasure to inform you that the Tomales Elementary School faculty has selected you as one of Shoreline's Student of the Month for October 2019.

Your selection is an honor of which you and your family can be most proud.

You have been selected on the basis of scholarship, citizenship, wholesome attitudes, service to school, and/or special accomplishments.

I invite you and your family to the Shoreline Unified School District Board of Trustees meeting, at Tomales Elementary School on Thursday, October 17, 2019, 6:00 p.m., at which time we may acknowledge your selection before the Board of Trustees.

Congratulations!

Sincerely,

Bob Raines
Superintendent

TOMALES ELEMENTARY (707) 878-2214 FAX: 878-2467	BODEGA BAY ELEMENTARY (707) 875-2724 FAX: 875-2182	TOMALES HIGH SCHOOL (707) 878-2286 FAX: 878-2787	WEST MARIN ELEMENTARY (415) 663-1014 FAX: 663-8558	INVERNESS PRIMARY (415) 669-1018 FAX: 669-1581
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TRAN: 1 - ITATION
(707) 878-2221

SHORELINE UNIFIED SCHOOL DISTRICT

P.O. Box 198 Tomales, California 94971 (707) 878-2266 FAX (707) 878-2554



7 de octubre 2019

Moncerrat Ramirez
1315 Tomales Road, #2
Petaluma, Ca 94952

Estimada Moncerrat:

Es mi placer informarle que el profesorado de la Escuela de Tomales Elementary School la ha seleccionado como uno de los Estudiantes del Mes para octubre 2019.

Su selección es un honor del cual usted y su familia pueden sentirse muy orgullosos.

Ha sido seleccionado en base a sus logros académicos, conducta, actitud sana, servicio a la escuela y/o otros logros especiales.

Le extiendo una invitación a usted y a sus padres a la reunión de la Mesa Directiva de Shoreline que sera en la Escuela de Tomales Elementary School el jueves, el 17 de octubre de 2019, a las 6:00 p.m. durante la cual vamos a reconocer su selección ante de la Mesa Directiva.

¡Felicitaciones!

Atentamente,

A handwritten signature in black ink, appearing to read "Bob Raines", written over the typed name.

Bob Raines
Superintendente

TOMALES ELEMENTARY	BODEGA BAY ELEMENTARY	TOMALES HIGH SCHOOL	WEST MARIN ELEMENTARY	INVERNESS PRIMARY
(707) 878-2214	(707) 875-2724	(707) 878-2286	(415) 663-1014	(415) 669-1018
FAX: 878-2467	FAX: 875-2182	FAX: 878-2787	FAX: 663-8558	FAX: 669-1581

TRANS-2-TATION
(707) 878-2221

SHORELINE UNIFIED SCHOOL DISTRICT

P.O. Box 198 Tomales, California 94971 (707) 878-2266 FAX (707) 878-2554



October 7, 2019

Romina Romo
9001 Roblar Road
Petaluma, CA 94952

Dear Romina:

It is my pleasure to inform you that the Tomales Elementary School faculty has selected you as one of Shoreline's Student of the Month for October 2019.

Your selection is an honor of which you and your family can be most proud.

You have been selected on the basis of scholarship, citizenship, wholesome attitudes, service to school, and/or special accomplishments.

I invite you and your family to the Shoreline Unified School District Board of Trustees meeting, at Tomales Elementary School on Thursday, October 17, 2019, 6:00 p.m., at which time we may acknowledge your selection before the Board of Trustees.

Congratulations!

Sincerely,

A handwritten signature in black ink, appearing to read "Bob Raines", written over a horizontal line.

Bob Raines
Superintendent

TOMALES ELEMENTARY	BODEGA BAY ELEMENTARY	TOMALES HIGH SCHOOL	WEST MARIN ELEMENTARY	INVERNESS PRIMARY
(707) 878-2214	(707) 875-2724	(707) 878-2286	(415) 663-1014	(415) 669-1018
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TRANSLATION
(707) 878-2221

SHORELINE UNIFIED SCHOOL DISTRICT

P.O. Box 198 Tomales, California 94971 (707) 878-2266 FAX (707) 878-2554



7 de octubre 2019

Romina Romo
9001 Roblar Road
Petaluma, Ca 94952

Estimada Romina:

Es mi placer informarle que el profesorado de la Escuela de Tomales Elementary School la ha seleccionado como uno de los Estudiantes del Mes para octubre 2019.

Su selección es un honor del cual usted y su familia pueden sentirse muy orgullosos.

Ha sido seleccionado en base a sus logros académicos, conducta, actitud sana, servicio a la escuela y/o otros logros especiales.

Le extiendo una invitación a usted y a sus padres a la reunión de la Mesa Directiva de Shoreline que sera en la Escuela de Tomales Elementary School el jueves, el 17 de octubre de 2019, a las 6:00 p.m. durante la cual vamos a reconocer su selección ante de la Mesa Directiva.

¡Felicitaciones!

Atentamente,

Bob Raines
Superintendente

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TRANS-4-ITATION
(707) 878-2221

CONSENT AGENDA



**SHORELINE UNIFIED SCHOOL DISTRICT
MINUTES OF THE REGULAR MEETING
AUGUST 15, 2019**

UNAPPROVED MINUTES

A regular meeting of the Shoreline Unified School District Board of Trustees was held at Tomales High School on Thursday, August 15, 2019.

1. Vice President Tim Kehoe formally called the meeting to order at 5:02 p.m.
2. Board members present: Tim Kehoe, Jane Healy, Avito Miranda, Heidi Koenig, and Ethan Minor. Jill Manning-Sartori arrived at 5:35 p.m. Board member absent: Vonda Fernandes. Staff present: Superintendent Bob Raines, Logan Martin, Beth Nolan, Norma Oregon-Santarelli, Adam Jennings, and Jeannie Moody.
3. Approved and adopted the agenda after removing agenda items #17 and 18 contract and change order with Henris Roofing.
(Healy/Minor AYES: Kehoe/Healy/Miranda/Koenig/Minor
NOES: None ABSENT: Manning-Sartori and Fernandes ABSTAIN: None) Motion passes.
4. Announced closed session items: 54957.6: Conference with Labor Negotiator, Bob Raines, regarding classified and unrepresented employees negotiations; 54956.9: Conference with Legal Counsel- Anticipated or Threatened Litigation; School & College Legal Services will be present; 54957: Public Employee Discipline/Dismissal/Release.
5. No comments from the public on closed session items.
6. Recessed to closed session at 5:04 p.m.
7. Reconvened to public session at 6:07 p.m.
8. No reportable action was taken in closed session.
9. Consent Agenda
 - 9.1. Approved minutes of June 20, 2019, regular meeting.
 - 9.2. Approved minutes of June 27, 2019, regular meeting.
 - 9.3. Pulled acted upon separately.
 - 9.4. Accepted gifts: To: Bodega Bay School-Santa Rosa Dutch Bros. Coffee donated \$2,000 to the after school program for purchase of new play equipment. To: Tomales High School-Bodega Bay Fisherman's Festival donated \$1,500 to the football program and \$1,500 to the FFA program.
 - 9.5. Approved 2019-20 Tomales High School Coaches.
 - 9.6. Pulled acted upon separately.
 - 9.7. Superintendent Bob Raines accepted the retirement letter from Nancy Crivelli, administrative secretary/para-educator I at West Marin School, effective September 1, 2019.
 - 9.8. Superintendent Bob Raines accepted the retirement letter from Bob Damazio, district mechanic, effective December 31, 2019.
(Healy/Manning-Sartori AYES: Kehoe/Healy/Miranda/Koenig/Minor/Manning-Sartori
NOES: None ABSENT: Fernandes ABSTAIN: None) Motion passes.

Mike Strode requested that item #9.3 be pulled and acted upon separately. He had some questions pertaining to specific warrants.

 - 9.3. Approved warrants: General
(Kehoe/Healy AYES: Kehoe/Healy/Miranda/Koenig/Minor/Manning-Sartori
NOES: None ABSENT: Fernandes ABSTAIN: None) Motion passes.

Linda Borello requested that item #9.6 be pulled and acted upon separately. She expressed that Bob Raines was gone all summer and Logan Martin is so new that both of them need to be in their offices working and neither of them should be going to this conference. She requested that the Board send someone else. Mr. Raines explained the importance of his presence there.

- 9.6 Approved Superintendent Bob Raines, Logan Martin and Trustee Tim Kehoe to attend the National Association of Federally Impacted Schools (NAFIS) 2019 Fall Conference from September 22 – 24, 2019, in Washington, D.C., conference cost \$1,500, airfare cost \$1,280 and hotel cost \$4,800.
(Manning-Sartori/Kehoe AYES: Kehoe/Healy/Miranda/Koenig/Minor/Manning-Sartori
NOES: None ABSENT: Fernandes ABSTAIN: None) Motion passes.

10. Representatives from both unions, Shoreline Education Association and California School Employees Association expressed concerns about District matters that have been reported but have not yet been resolved.

Curriculum and Instruction

11. The principals' reported on their summer camps/school, back-to-school dates and events, and their projected enrollment for the 2019-20 school year.
12. Superintendent Bob Raines reported that our parcel tax will be expiring soon and that we should be having conversations and meetings to start working this.
13. Board of Trustees' report: Vice President Tim Kehoe thanked our retirees for their many years of service. They will be greatly missed.
14. Approved the Marin County Civil Grand Jury response on School Resource Officers.
(Healy/Manning-Sartori AYES: Kehoe/Healy/Miranda/Koenig/Minor/Manning-Sartori
NOES: None ABSENT: Fernandes ABSTAIN: None) Motion passes.

Finance and Business

15. Discussed the progress and next steps of the Measure I Bond Projects with Greystone West and AXIA Architects.
16. Approved the schematic design and budget of Measure I Bond Projects.
(Healy/Minor AYES: Kehoe/Healy/Miranda/Koenig/Minor/Manning-Sartori
NOES: None ABSENT: Fernandes ABSTAIN: None) Motion passes.
17. This action item was pulled from the agenda. The project was postponed and will go out for a rebid: Consider awarding contract to Henris Roofing Company for the Tomales Elementary School roof replacement project at a cost of \$97,444.
18. This action item was pulled from the agenda. Consider change order #1 to Henris Roofing Company for the Tomales Elementary School roof replacement project for an increase of \$21,841.

Employees

19. Approved employment of Jim Nederostek, special day teacher at Tomales High School, effective August 31, 2019. Principal Adam Jennings recommends.
(Kehoe/Healy AYES: Kehoe/Healy/Miranda/Koenig/Minor/Manning-Sartori
NOES: None ABSENT: Fernandes ABSTAIN: None) Motion passes.
20. Approved employment of Elise Madrid, para-educator II librarian at Tomales High School, six hours a day, five days per week, effective August 15, 2019. Principal Adam Jennings recommends.
(Minor/Manning-Sartori AYES: Kehoe/Healy/Miranda/Koenig/Minor/Manning-Sartori
NOES: None ABSENT: Fernandes ABSTAIN: None) Motion passes.

21. Approved employment of Mari Philo, long-term substitute art teacher at Tomales High School from August 13, 2019 through November 27, 2019.

(Healy/Miranda AYES: Kehoe/Healy/Miranda/Koenig/Minor/Manning-Sartori
NOES: None ABSENT: Fernandes ABSTAIN: None) Motion passes.

22. Reviewed the 2019 probationary teachers and teachers reaching tenure.

Auxiliary

23. No communications.

Adjournment: 8:00 p.m.

Respectfully submitted,

Bob Raines
Superintendent

Adopted by the Board:

**SHORELINE UNIFIED SCHOOL DISTRICT
MINUTES OF THE SPECIAL BOARD MEETING
SEPTEMBER 5, 2019**

UNAPPROVED MINUTES

A special board meeting of the Shoreline Unified School District Board of Trustees was held at the Tomales Regional History Center on Thursday, September 5, 2019.

1. President Jill Manning-Sartori called the meeting to order at 6:04 p.m.
2. Board members present: Jill Manning-Sartori, Vonda Fernandes, Tim Kehoe, Jane Healy, and Heidi Koenig. Board members absent: Ethan Minor and Avito Miranda. Administrative staff members present: Superintendent Bob Raines.
3. Approved and adopted the agenda.
(Koenig/Healy AYES: Manning-Sartori, Fernandes, Kehoe, Healy, and Koenig
NOES: None ABSTAIN: None ABSENT: Minor and Miranda) Motion passes.
4. Approved the tentative agreement with California School Employees' Association (CSEA) for 2018-19 negotiations with Shoreline USD.
(Kehoe/Healy AYES: Manning-Sartori, Fernandes, Kehoe, Healy, and Koenig
NOES: None ABSTAIN: None ABSENT: Minor and Miranda) Motion passes.
5. Approved the AB1200-Public disclosure of proposed collective bargaining agreement with California School Employees' Association (CSEA).
(Koenig/Manning-Sartori AYES: Manning-Sartori, Fernandes, Kehoe, Healy, and Koenig
NOES: None ABSTAIN: None ABSENT: Minor and Miranda) Motion passes.
6. Approved the classified salary schedules for 2018-19, 2019-20, and 2020-21 with the negotiated increase of three percent across the board each year.
(Healy/Kehoe AYES: Manning-Sartori, Fernandes, Kehoe, Healy, and Koenig
NOES: None ABSTAIN: None ABSENT: Minor and Miranda) Motion passes.
7. Reapproved the 201-20 Local Control Accountability Plan (LCAP) with minor corrections.
(Healy/Manning-Sartori AYES: Manning-Sartori, Fernandes, Kehoe, Healy, and Koenig
NOES: None ABSTAIN: None ABSENT: Minor and Miranda) Motion passes.
8. Board working retreat – Walt Buster met with the Board to address Board/District Goals, procedures and protocols, roles and responsibilities, governance handbook and board evaluations.

Meeting Adjourned: 7:57 p.m.

Respectfully submitted,

Bob Raines, Superintendent

Adopted by the Board:

Special Board Minutes
September 5, 2019
Page 1 of 1

**SHORELINE UNIFIED SCHOOL DISTRICT
MINUTES OF THE SPECIAL BOARD MEETING
SEPTEMBER 12, 2019**

UNAPPROVED MINUTES

A special board meeting of the Shoreline Unified School District Board of Trustees was held at the Tomales Regional History Center on Thursday, September 12, 2019.

1. President Jill Manning-Sartori called the meeting to order at 5:01 p.m.
2. Board members present: Jill Manning-Sartori, Vonda Fernandes, Tim Kehoe, Jane Healy, Heidi Koenig, Ethan Minor and Avito Miranda. No Board members were absent. Staff members present: Superintendent Bob Raines and Jeannie Moody.
3. Approved and adopted the agenda.
(Healy/Minor AYES: Manning-Sartori, Fernandes, Kehoe, Healy, Koenig, Minor and Miranda
NOES: None ABSTAIN: None ABSENT: None) Motion passes.
4. Teri Vigil a consultant with California School Boards Association (CSBA) Governance Team worked with the Board to facilitate a Governance Workshop and Board Self-Evaluation.

Meeting Adjourned: 9:03 p.m.

Respectfully submitted,

Bob Raines, Superintendent

Adopted by the Board:

**SHORELINE UNIFIED SCHOOL DISTRICT
MINUTES OF THE REGULAR MEETING
SEPTEMBER 19, 2019**

UNAPPROVED MINUTES

A regular meeting of the Shoreline Unified School District Board of Trustees was held at West Marin School on Thursday, September 19, 2019.

1. President Jill Manning-Sartori called the meeting to order at 5:02 p.m.
2. Board members present: Jill Manning-Sartori, Jane Healy, Tim Kehoe and Ethan Minor. Heidi Koenig arrived at 5:05 p.m. and Vonda Fernandes arrived at 5:35 p.m. Board member absent: Avito Miranda. Staff present: Superintendent Bob Raines, Adam Jennings, Beth Nolan, Norma Oregon-Santarelli, Logan Martin and Jeannie Moody.
3. Approved and adopted the agenda.
(Healy/Kehoe AYES: Manning-Sartori/Healy/Kehoe/Minor
NOES: None ABSENT: Koenig/Fernandes/Miranda ABSTAIN: None) Motion passes.
4. Announced closed session items: 54957.6-Conference with Labor Negotiator, Bob Raines, regarding unrepresented employees: confidential and classified management; 54957: Public Employee Discipline/Dismissal/Release.
5. No comments from the public on closed session items.
6. Recessed to closed session at 5:04 p.m.
7. Reconvened to public session at 6:05 p.m.
8. No reportable action taken in closed session.
9. Student Representatives were unable to attend the meeting so Anna Dal Molin reported on all of the events and activities happening throughout the District.
10. Consent Agenda
 - 10.1. Approved warrants: General.
 - 10.2. Approved professional expert agreement with Kathy Slane, occupational therapist at Tomales Elementary and West Marin Schools, amount not to exceed \$65,804.54 for the 2019-20 school year.
 - 10.3. Approved professional expert agreement with Mitch Biermann, district psychologist, amount not to exceed \$46,451.00 for the 2019-20 school year.
 - 10.4. Superintendent Bob Raines accepted the resignation letter from Rick Halley, para-educator II special education at West Marin School, effective August 25, 2019.
 - 10.5. Superintendent Bob Raines accepted the resignation letter from Carlos Ramirez, skilled maintenance at Tomales Elementary/Bodega Bay Schools, effective September 6, 2019.
 - 10.6. Approved CEQA notice of exemptions for Measure I projects.
 - 10.7. Approved notice of completions for the Measure I gym floor and roofing projects at Tomales Elementary School.
(Healy/Fernandes AYES: Manning-Sartori/Healy/Koenig/Fernandes/Minor/Kehoe
NOES: None ABSENT: Miranda ABSTAIN: None) Motion passes.
11. Approved request by Tomales High School seniors for off-campus lunch privilege for the 2019-20 school year.
(Kehoe/Manning-Sartori AYES: Manning-Sartori/Healy/Koenig/Fernandes/Minor/Kehoe
NOES: None ABSENT: Miranda ABSTAIN: None) Motion passes.
12. A few people addressed the Board with items not on the agenda.

Curriculum and Instruction

13. The principals reported on district literacy and equity work with guidance through Epoch Education.
14. Superintendent Bob Raines reported on events happening around the district. He also spoke about professional development day for staff coming up on October 4, leaving for the NAFIS Fall Conference in Washington D.C. in a few days with Logan Martin and Tim Kehoe and climate awareness day.
15. Board of Trustees' Report – Jill Manning-Sartori reported on the two special board meetings that were held on September 5 and September 12. One meeting was with Walt Buster to discuss goals and the second meeting was with CSBA to work on Board self-evaluations. Tim Kehoe reminded everyone about the Tomales Friends of Ag dinner on November 9 at the Holy Ghost Hall this is a fundraiser for the Tomales High School Future Farmers of America.

CLOSED PUBLIC MEETING AT 6:50 P.M. FOR PUBLIC HEARING

16. Public hearing: Pupil Textbook and Instructional Materials Incentive Act for 2019-20.

REOPENED PUBLIC MEETING AT 6:53 P.M.

17. Adopted Resolution #2019.20.1 – Pupil Textbook and Instructional Material Incentive Act for 2019-20.
(Kehoe/Manning-Sartori AYES: Manning-Sartori/Healy/Koenig/Fernandes/Kehoe/Minor
NOES: None ABSENT: Miranda ABSTAIN: None) Motion passes.
18. No complaints were reported on the Quarterly Report on Williams Uniform Complaints.

Finance and Business

19. Approved Unaudited Actual Revenues and Expenditures Report for 2018-19.
(Healy/Manning-Sartori AYES: Manning-Sartori/Healy/Koenig/Fernandes/Kehoe/Minor
NOES: None ABSENT: Miranda ABSTAIN: None) Motion passes.
20. Tim Kehoe amended his motion and Jill Manning-Sartori seconded to table the approval of the classified management salary schedules and raises until the October Board meeting. The Board would like to do some research and compare these salaries with the salaries of similar positions within Marin County. Approved to increase the confidential salary schedules by three percent (3%) for the 2018-19, 2019-20, and 2020-21 school years and to add steps 11 – 15.
(Kehoe/Manning-Sartori AYES: Manning-Sartori/Healy/Koenig/Fernandes/Kehoe/Minor
NOES: None ABSENT: Miranda ABSTAIN: None) Motion passes.
21. Adopted Resolution 2019.20.2 – GANN Limit.
(Healy/Manning-Sartori AYES: Manning-Sartori/Healy/Koenig/Fernandes/Kehoe/Minor
NOES: None ABSENT: Miranda ABSTAIN: None) Motion passes.
22. Discussed the Shoreline USD parcel tax renewal.
23. Considered approval of contract with Godbe Corporation, dba Godbe Research.
(Healy/Manning-Sartori AYES: None NOES: Manning-Sartori/Healy/Koenig/Fernandes/Kehoe/Minor
ABSENT: Miranda ABSTAIN: None) Motion did not pass.

Employees

24. Considered approval of 2019-20 Superintendent Goals. This agenda item was tabled until the October Board meeting to give staff and families a chance to review these goals. It was suggested that the goals be translated in Spanish and sent home with students in English and Spanish.

25. Approved Sonia Barajas as administrative secretary (17.5 hours per week) and para-educator I (15 hours per week) at Bodega Bay School, effective August 14, 2019.
(Healy/Minor AYES: Manning-Sartori/Healy/Koenig/Fernandes/Kehoe/Minor
NOES: None ABSENT: Miranda ABSTAIN: None) Motion passes.
26. Approved employment of Mark Considine, para-educator I, 25 hours per week at Tomales Elementary School, effective August 26, 2019.
(Healy/Manning-Sartori AYES: Manning-Sartori/Healy/Koenig/Fernandes/Minor/Kehoe
NOES: None ABSENT: Miranda ABSTAIN: None) Motion passes.
27. Approved employment of Mayra Martinez, para-educator I, 30 hours per week at Tomales Elementary School, effective August 22, 2019.
(Kehoe/Healy AYES: Manning-Sartori/Healy/Koenig/Fernandes/Minor/Kehoe
NOES: None ABSENT: Miranda ABSTAIN: None) Motion passes.
28. Approved employment of Morgan Pizana, para-educator I, 20 hour per week at West Marin School, effective September 10, 2019.
(Healy/Minor AYES: Manning-Sartori/Healy/Koenig/Fernandes/Minor/Kehoe
NOES: None ABSENT: Miranda ABSTAIN: None) Motion passes.
29. Approved employment of Angelica Sanchez, family advocate, 40 hours per week at Tomales High School, effective September 23, 2019.
(Healy/Fernandes AYES: Manning-Sartori/Healy/Koenig/Fernandes/Minor/Kehoe
NOES: None ABSENT: Miranda ABSTAIN: None) Motion passes.
30. Approved Carlos Ramirez as maintenance/custodian, 20 hours per week at West Marin School, effective September 9, 2019.
(Kehoe/Manning-Sartori AYES: Manning-Sartori/Healy/Koenig/Fernandes/Minor/Kehoe
NOES: None ABSENT: Miranda ABSTAIN: None) Motion passes.
31. Approved to extend the counselor's contract at Tomales High School an additional fifteen (15) days for the 2019-20 school year.
(Healy/Fernandes AYES: Manning-Sartori/Healy/Koenig/Fernandes/Kehoe/Minor
NOES: None ABSENT: Miranda ABSTAIN: None) Motion passes.

Auxiliary

32. No communications.

Adjournment: 8:14 p.m.

Respectfully submitted,

Bob Raines, Superintendent

Adopted by the Board:

Shoreline Unified School District

Warrant Recap

October 17, 2019

<u>Fund #</u>	<u>Fund Name</u>	<u>Amount</u>
1	General Fund	950,515.79
11	Adult Education Fund	-
12	Child Development Fund	1.53
13	Cafeteria Fund	22,940.10
14	Deferred Maintenance Fund	9,305.00
21	Building Fund	61,710.62
25	Capital Facilities Fund	-
73	Scholarship Fund	-
74	Special Education Trust Account	-

DISTRICT: 064 SHORELINE UNIFIED SCHOOL DIST.
 BATCH: 0010 July-Sept 2019
 FUND : 01 GENERAL FUND

WARRANT	VENDOR/ADDR REQ#	NAME (REMIT) REFERENCE LN	FD	RESC	Y	OBJT	SO	GOAL	FUNC	LOC	ACT	GRP	ABA NUM	ACCOUNT NUM DESCRIPTION	AMOUNT
20245902	070322/	CALIF VALUED TRUST													
	PV-200040		01	0000	0	9528	00	0000	0000	000	000	000		CERTIFICATED-DENTAL 09/2019	4,730.43
			01	0000	0	9528	00	0000	0000	000	000	000		CLASSIFIED-DENTAL 09/2019	4,278.85
			01	0000	0	9528	00	0000	0000	000	000	000		MANAGEMET-DENTAL 09/2019	713.37
			01	0000	0	9529	00	0000	0000	000	000	000		CERTIFICATED-VISION 09/2019	869.27
			01	0000	0	9529	00	0000	0000	000	000	000		CLASSIFIED-VISION 09/2019	820.95
			01	0000	0	9529	00	0000	0000	000	000	000		MANAGEMENT-VISION 09/2019	126.19
														WARRANT TOTAL	\$11,539.06
20245903	070280/	REDWOOD EMPIRE SCHOOLS INS GRP													
	PV-200041		01	0000	0	9526	00	0000	0000	000	000	000		BSC 733610P011000 July 2019	3,933.00
			01	0000	0	9526	00	0000	0000	000	000	000		BSC 73361P021000 July 2019	2,994.00
			01	0000	0	9526	00	0000	0000	000	000	000		BSC 733610P031000 July 2019	627.00
			01	0000	0	9526	00	0000	0000	000	000	000		BSC 733610P041000 July 2019	960.00
			01	0000	0	9526	00	0000	0000	000	000	000		KP604848-0154 July 2019	65,355.00
			01	0000	0	9526	00	0000	0000	000	000	000		KP604848-0155 July 2019	12,588.00
			01	0000	0	9526	00	0000	0000	000	000	000		KP604848-0156 July 2019	33,212.00
			01	0000	0	9526	00	0000	0000	000	000	000		June 2019 Adjustments	1,519.00-
	PV-200042		01	0000	0	9526	00	0000	0000	000	000	000		BSC 733610P011000 August 2019	3,933.00
			01	0000	0	9526	00	0000	0000	000	000	000		BSC 73361P021000 August 2019	1,497.00
			01	0000	0	9526	00	0000	0000	000	000	000		BSC 733610P031000 August 2019	627.00
			01	0000	0	9526	00	0000	0000	000	000	000		BSC 733610P041000 August 2019	960.00
			01	0000	0	9526	00	0000	0000	000	000	000		KP604848-0154 August 2019	65,355.00
			01	0000	0	9526	00	0000	0000	000	000	000		KP604848-0155 August 2019	14,400.00
			01	0000	0	9526	00	0000	0000	000	000	000		KP604848-0156 August 2019	34,548.00
			01	0000	0	9526	00	0000	0000	000	000	000		July 2019 Adjustment	1,156.00

DISTRICT: 064 SHORELINE UNIFIED SCHOOL DIST.
 BATCH: 0010 July-Sept 2019
 FUND : 01 GENERAL FUND

WARRANT	VENDOR/ADDR REQ#	NAME (REMIT) REFERENCE	LN	FD	RESC	Y	OBJT	SO	GOAL	FUNC	LOC	ACT	GRP	ABA NUM	ACCOUNT NUM DESCRIPTION	AMOUNT
		PV-200043		01	0000	0	9526	00	0000	0000	000	000	000		BSC 733610P011000 Sept 2019	3,933.00
				01	0000	0	9526	00	0000	0000	000	000	000		BSC 733610P021000 Sept 2019	1,497.00
				01	0000	0	9526	00	0000	0000	000	000	000		BSC 733610P031000 Sept 2019	627.00
				01	0000	0	9526	00	0000	0000	000	000	000		BSC 733610P041000 Sept 2019	960.00
				01	0000	0	9526	00	0000	0000	000	000	000		KP604848-0154 Sept 2019	63,266.00
				01	0000	0	9526	00	0000	0000	000	000	000		KP604848-0155 Sept 2019	14,400.00
				01	0000	0	9526	00	0000	0000	000	000	000		KP604848-0156 Sept 2019	35,002.00
				01	0000	0	9526	00	0000	0000	000	000	000		August 2019 Adjustments	12,236.00
															WARRANT TOTAL	\$348,075.00
20245904	070280/05	RESIG														
		PV-200045		01	0000	0	3402	00	0000	7110	700	000	000		BM-MED - July 2019	1,854.00
				01	0000	0	3402	00	0000	7110	700	000	000		BM-DENTAL - July 2019	186.48
				01	0000	0	3402	00	0000	7110	700	000	000		BM-VISION - July 2019	48.32
				01	0000	0	3702	00	1110	1010	700	103	000		CERTIFICATED-MED - July 2019	4,316.25
				01	0000	0	3702	00	1110	1010	700	103	000		CERTIFICATED-DENTAL July 2019	598.50
				01	0000	0	3702	00	1110	1010	700	103	000		CERTIFICATED-VISION July 2019	128.68
				01	0000	0	3702	00	1110	1010	700	103	000		CLASSIFIED-MED - July 2019	1,066.50
				01	0000	0	3702	00	1110	1010	700	103	000		CLASSIFIED-DENTAL - July 2019	73.47
				01	0000	0	3702	00	1110	1010	700	103	000		CLASSIFIED-VISION - July 2019	25.37
		PV-200046		01	0000	0	3402	00	0000	7110	700	000	000		BM-MED - Aug 2019	1,854.00
				01	0000	0	3402	00	0000	7110	700	000	000		BM-DENTAL - Aug 2019	186.48
				01	0000	0	3402	00	0000	7110	700	000	000		BM-VISION - Aug 2019	48.32
				01	0000	0	3702	00	1110	1010	700	103	000		CERTIFICATED-MED - Aug 2019	4,316.25
				01	0000	0	3702	00	1110	1010	700	103	000		CERTIFICATED-DENTAL Aug 2019	598.50

DISTRICT: 064 SHORELINE UNIFIED SCHOOL DIST.
 BATCH: 0010 July-Sept 2019
 FUND : 01 GENERAL FUND

WARRANT	VENDOR/ADDR REQ#	NAME (REMIT) REFERENCE	LN	FD	RESC	Y	OBJT	SO	GOAL	FUNC	LOC	ACT	GRP	ABA NUM	ACCOUNT NUM DESCRIPTION	AMOUNT		
															01-0000-0-3702.00-1110-1010-700-103-000	CERTIFICATED-VISION Aug 2019	128.68	
															01-0000-0-3702.00-1110-1010-700-103-000	CLASSIFIED-MED - Aug 2019	1,422.00	
															01-0000-0-3702.00-1110-1010-700-103-000	CLASSIFIED-DENTAL - Aug 2019	146.94	
															01-0000-0-3702.00-1110-1010-700-103-000	CLASSIFIED-VISION - Aug 2019	33.82	
		PV-200047													01-0000-0-3402.00-0000-7110-700-000-000	BM-MED - Sept 2019	1,854.00	
															01-0000-0-3402.00-0000-7110-700-000-000	BM-DENTAL - Sept 2019	186.48	
															01-0000-0-3402.00-0000-7110-700-000-000	BM-VISION - Sept 2019	48.32	
															01-0000-0-3702.00-1110-1010-700-103-000	CERTIFICATED-MED - Sept 2019	3,737.25	
															01-0000-0-3702.00-1110-1010-700-103-000	CERTIFICATED-DENTAL Sept 2019	525.03	
															01-0000-0-3702.00-1110-1010-700-103-000	CERTIFICATED-VISION Sept 2019	111.77	
															01-0000-0-3702.00-1110-1010-700-103-000	CLASSIFIED-MED - Sept 2019	1,422.00	
															01-0000-0-3702.00-1110-1010-700-103-000	CLASSIFIED-DENTAL - Sept 2019	146.94	
															01-0000-0-3702.00-1110-1010-700-103-000	CLASSIFIED-VISION - Sept 2019	33.82	
															WARRANT TOTAL		\$25,098.17	
*** FUND		TOTALS ***													TOTAL NUMBER OF CHECKS:	3	TOTAL AMOUNT OF CHECKS:	\$384,712.23*
															TOTAL ACH GENERATED:	0	TOTAL AMOUNT OF ACH:	\$.00*
															TOTAL EFT GENERATED:	0	TOTAL AMOUNT OF EFT:	\$.00*
															TOTAL PAYMENTS:	3	TOTAL AMOUNT:	\$384,712.23*
*** BATCH TOTALS ***															TOTAL NUMBER OF CHECKS:	3	TOTAL AMOUNT OF CHECKS:	\$384,712.23*
															TOTAL ACH GENERATED:	0	TOTAL AMOUNT OF ACH:	\$.00*
															TOTAL EFT GENERATED:	0	TOTAL AMOUNT OF EFT:	\$.00*
															TOTAL PAYMENTS:	3	TOTAL AMOUNT:	\$384,712.23*

DISTRICT: 064 SHORELINE UNIFIED SCHOOL DIST.
 BATCH: 0011 DD 082119
 FUND : 01 GENERAL FUND

WARRANT	VENDOR/ADDR REQ#	NAME (REMIT) REFERENCE	LN	FD	RESC	Y	OBJT	SO	GOAL	FUNC	LOC	ACT	GRP	ABA NUM	ACCOUNT NUM DESCRIPTION	AMOUNT
20244683	000617/	BILL'S LOCK AND SAFE SERVICE														
	200318	PO-200299	1.	01	0000	0	4400	00	1110	3600	740	000	000		14707	136.56
	200318		1.	01	0000	0	4400	00	1110	3600	740	000	000		144224	1,039.14
															WARRANT TOTAL	\$1,175.70
20244684	071399/	CHLOE'S FRENCH CATERING														
	200326	PO-200351	1.	01	1100	0	4300	00	0000	2700	107	000	000		9984	101.49
															WARRANT TOTAL	\$101.49
20244685	071401/	ENERGY MANAGEMENT TECHNOLOGIES														
		CL-190115		01	6230	0	5840	00	0000	8100	700	000	000		94037	119,081.22
															WARRANT TOTAL	\$119,081.22
20244686	004075/	FIRST NATIONAL BANK OMAHA														
	200221	PO-200201	2.	01	0000	0	5200	00	0000	7100	700	000	000		AIREFARE UNITED TO NAFIS BOB	540.60
	200221		2.	01	0000	0	5200	00	0000	7100	700	000	000		NAFIS CONFERENCE	1,000.00
	200221		1.	01	0000	0	5200	00	0000	7110	700	000	000		NAFIS CONFERENCE	500.00
	200223	PO-200203	1.	01	0000	0	5970	00	0000	2700	700	000	000		8X8 MONTHLY PHONE SERVICE	12.29
	200225	PO-200205	1.	01	0000	0	4300	00	0000	7200	700	000	000		WORK LUNCH-CALGANG EATERY	47.79
															WARRANT TOTAL	\$2,100.68
20244687	000086/	NORTH MARIN WATER DISTRICT														
	200245	PO-200224	1.	01	0000	0	5535	00	0000	8200	700	000	000		2012302	7,629.88
															WARRANT TOTAL	\$7,629.88
20244688	004091/	SHORELINE ACRES INC														
		PV-200017		01	9642	0	5840	00	1110	1010	107	144	000		PREK-3 INITIATIVE	26,280.00
															WARRANT TOTAL	\$26,280.00
20244689	001568/	VICTORY AUTO PLAZA INC														
	200324	PO-200266	1.	01	0000	0	6440	00	0000	8500	740	000	000		2012 CHEVY	32,050.35
															WARRANT TOTAL	\$32,050.35
*** FUND	TOTALS ***															
		TOTAL NUMBER OF CHECKS:														7
		TOTAL ACH GENERATED:														0
		TOTAL EFT GENERATED:														0
		TOTAL PAYMENTS:														7
		TOTAL AMOUNT OF CHECKS:														\$188,419.32*
		TOTAL AMOUNT OF ACH:														\$.00*
		TOTAL AMOUNT OF EFT:														\$.00*
		TOTAL AMOUNT:														\$188,419.32*
*** BATCH TOTALS ***																
		TOTAL NUMBER OF CHECKS:														7
		TOTAL ACH GENERATED:														0
		TOTAL EFT GENERATED:														0
		TOTAL PAYMENTS:														7
		TOTAL AMOUNT OF CHECKS:														\$188,419.32*
		TOTAL AMOUNT OF ACH:														\$.00*
		TOTAL AMOUNT OF EFT:														\$.00*
		TOTAL AMOUNT:														\$188,419.32*

DISTRICT: 064 SHORELINE UNIFIED SCHOOL DIST.
 BATCH: 0012 dd 091019
 FUND : 01 GENERAL FUND

WARRANT	VENDOR/ADDR	NAME (REMIT)	DEPOSIT TYPE	ABA NUM	ACCOUNT NUM	AMOUNT
	REQ#	REFERENCE LN	FD RESC Y OBJT SO GOAL FUNC LOC ACT GRP		DESCRIPTION	
20244690	071403/	TEACHFORJUNE WORKSHOPS				
	200449	PO-200415	1. 01-0000-0-5200.00-0000-2140-700-000-000		CONF SEP 13	99.00
			WARRANT TOTAL			\$99.00
*** FUND	TOTALS ***		TOTAL NUMBER OF CHECKS:	1	TOTAL AMOUNT OF CHECKS:	\$99.00*
			TOTAL ACH GENERATED:	0	TOTAL AMOUNT OF ACH:	\$.00*
			TOTAL EFT GENERATED:	0	TOTAL AMOUNT OF EFT:	\$.00*
			TOTAL PAYMENTS:	1	TOTAL AMOUNT:	\$99.00*
*** BATCH	TOTALS ***		TOTAL NUMBER OF CHECKS:	1	TOTAL AMOUNT OF CHECKS:	\$99.00*
			TOTAL ACH GENERATED:	0	TOTAL AMOUNT OF ACH:	\$.00*
			TOTAL EFT GENERATED:	0	TOTAL AMOUNT OF EFT:	\$.00*
			TOTAL PAYMENTS:	1	TOTAL AMOUNT:	\$99.00*
*** DISTRICT	TOTALS ***		TOTAL NUMBER OF CHECKS:	8	TOTAL AMOUNT OF CHECKS:	\$188,518.32*
			TOTAL ACH GENERATED:	0	TOTAL AMOUNT OF ACH:	\$.00*
			TOTAL EFT GENERATED:	0	TOTAL AMOUNT OF EFT:	\$.00*
			TOTAL PAYMENTS:	8	TOTAL AMOUNT:	\$188,518.32*

DISTRICT: 064 SHORELINE UNIFIED SCHOOL DIST.
 BATCH: 0013 dd 091119
 FUND : 01 GENERAL FUND

WARRANT	VENDOR/ADDR	NAME (REMIT)	DEPOSIT TYPE	ABA NUM	ACCOUNT NUM	AMOUNT
REQ#	REFERENCE	LN	FD RESC Y OBJT SO GOAL FUNC LOC ACT GRP	DESCRIPTION		
20245057	000001/	ACCREDITING COMMISSION FOR				
	200190	PO-200174	1. 01-0000-0-5839.00-0000-2700-420-000-000	1203181		1,070.00
			WARRANT TOTAL			\$1,070.00
20245058	070364/	APEX LEARNING INC				
	200370	PO-200324	1. 01-6300-0-4200.00-1110-1010-420-000-000	SOIN00118931		3,000.00
			WARRANT TOTAL			\$3,000.00
20245059	000089/	AT&T				
		CL-190113	01-0000-0-5840.00-0000-2700-700-000-000	939103234204		4,351.08
		PV-200018	01-0000-0-5840.00-0000-2700-700-000-000	9391037476	9391056993	7,679.60
			WARRANT TOTAL			\$12,030.68
20245060	003831/	ERIC BALLATORE				
	200018	PO-200017	1. 01-1100-0-4300.00-1110-1010-107-000-000	SCIENCE SUPPLIES		251.65
		PV-200020	01-4035-0-5200.00-1110-2140-107-000-000	AUGUST MILEAGE		19.95
			WARRANT TOTAL			\$271.60
20245061	004053/	ROSARIO BALLATORE				
		PV-200021	01-4035-0-5200.00-1110-2140-107-000-000	AUGUST MILEAGE		19.95
			WARRANT TOTAL			\$19.95
20245062	003687/	LINDA BORELLO				
		PV-200022	01-0000-0-4300.00-0000-7200-700-000-000	DECORATIONS & FOOD BACK TO SCH		587.69
			WARRANT TOTAL			\$587.69
20245063	003673/	CHRISTINE BOWMAN				
	200082	PO-200300	3. 01-0000-0-4300.00-0000-2700-420-000-000	AUGUST MILEAGE		38.05
	200082		2. 01-0000-0-4300.00-0000-7110-700-000-000	SNACKS FOR AUG BOARD MEETING		19.44
			WARRANT TOTAL			\$57.49
20245064	000015/	BUILDING SUPPLY CENTER				
		CL-190111	01-0000-0-4300.00-0000-8110-107-000-000	053019-062019		138.92
		CL-190112	01-0000-0-4300.00-0000-8200-108-000-000	053019-062019		560.33
	200012	PO-200011	1. 01-0000-0-4300.00-0000-8110-107-000-000	99928		13.30

DISTRICT: 064 SHORELINE UNIFIED SCHOOL DIST.
 BATCH: 0013 dd 091119
 FUND : 01 GENERAL FUND

WARRANT	VENDOR/ADDR	NAME (REMIT)	DEPOSIT TYPE	ABA NUM	ACCOUNT NUM	AMOUNT
REQ#	REFERENCE	LN	FD RESC Y OBJT SO GOAL FUNC LOC ACT GRP	DESCRIPTION		
	200012		1. 01-0000-0-4300.00-0000-8110-107-000-000	99447		22.70
	200111	PO-200138	1. 01-0000-0-4300.00-0000-8200-106-000-000	99994		142.08
	200111		1. 01-0000-0-4300.00-0000-8200-106-000-000	99670		54.10
	200111		1. 01-0000-0-4300.00-0000-8200-106-000-000	99516		28.13
	200111		1. 01-0000-0-4300.00-0000-8200-106-000-000	99488		22.29
	200111		1. 01-0000-0-4300.00-0000-8200-106-000-000	99377		38.82
	200111		1. 01-0000-0-4300.00-0000-8200-106-000-000	99176		41.12
			WARRANT TOTAL			\$1,061.79
20245065	070990/	KELLY BUTLER				
		PV-200023	01-4035-0-5200.00-1110-2140-107-000-000	AUGUST MILEAGE		39.90
			WARRANT TOTAL			\$39.90
20245066	070462/	BYU INDEPENDENT STUDY				
	200320	PO-200284	1. 01-0000-0-5840.00-1110-1010-420-000-000	DCE-00002925		156.00
			WARRANT TOTAL			\$156.00
20245067	003415/	JULIE M CASSEL				
		PV-200024	01-0000-0-4300.00-1110-1010-108-000-000	COLLEGE RULED NOTEBOOKS		113.66
			WARRANT TOTAL			\$113.66
20245068	002190/	COASTAL MOUNTAIN CONFERENCE				
		CL-190110	01-0000-0-5300.00-1130-4200-420-000-000	REISSUE OF WINTER PLAYOFF BSKT		125.00
	200475	PO-200425	1. 01-0000-0-5300.00-1130-4200-420-000-000	MEMBERSHIP DUES		40.00
			WARRANT TOTAL			\$165.00
20245069	071390/	COMMUNITY PLAYTHINGS				
	200170	PO-200156	1. 01-9040-0-4300.00-1110-1010-700-000-000	K025H-1		13,648.18
			WARRANT TOTAL			\$13,648.18
20245070	070851/	MARIA CONTRERES-DIAZ				
		CL-190114	01-6500-0-5840.00-5770-3600-700-758-000	JUNE MILEAGE		348.58
			WARRANT TOTAL			\$348.58

DISTRICT: 064 SHORELINE UNIFIED SCHOOL DIST.
 BATCH: 0013 dd 091119
 FUND : 01 GENERAL FUND

WARRANT	VENDOR/ADDR REQ#	NAME (REMIT) REFERENCE LN	FD	RESC	Y	OBJT	SO	GOAL	FUNC	LOC	ACT	GRP	ABA NUM	ACCOUNT NUM DESCRIPTION	AMOUNT
20245071	001772/	COUNTY OF MARIN													
		PV-200025				01-0000-0-5839.00-0000-8200-700-000-000							232943	232944 L12692 WMS	1,256.00
						WARRANT TOTAL									\$1,256.00
20245072	071337/	E-RATE ELITE SERVICES													
		PV-200026				01-0000-0-5840.00-0000-7200-700-000-000							2320		2,500.00
						WARRANT TOTAL									\$2,500.00
20245073	070625/	ECS IMAGING INC													
		200215 PO-200195	1.			01-0000-0-5620.00-0000-7200-700-000-000							14127		833.00
						WARRANT TOTAL									\$833.00
20245074	000047/	FISHMAN SUPPLY COMPANY													
		200129 PO-200150	1.			01-0000-0-4300.00-0000-8200-108-000-000							1202339		118.41
		200129	1.			01-0000-0-4300.00-0000-8200-108-000-000							1201516		58.16
						WARRANT TOTAL									\$176.57
20245075	003783/	FLISA/SECTION 7002													
		200421 PO-200393	1.			01-0000-0-5300.00-0000-7200-700-000-000								ANNUAL DUES LOGAN MARTIN	1,000.00
						WARRANT TOTAL									\$1,000.00
20245076	070806/	MIKE FRITSCH													
		PV-200027				01-4035-0-5200.00-1110-2140-107-000-000								AUGUST MILEAGE	19.95
						WARRANT TOTAL									\$19.95
20245077	004097/	FROG ENVIRONMENTAL INC													
		200228 PO-200208	1.			01-0000-0-5840.00-0000-8200-700-000-000							529301		574.00
						WARRANT TOTAL									\$574.00
20245078	071257/	GALLEHER CORPORATION													
		200309 PO-200298	1.			01-0000-0-4300.00-0000-8110-420-338-000							956564		1,737.64
						WARRANT TOTAL									\$1,737.64
20245079	071339/	GLOBAL PAYMENTS INC													
		200191 PO-200175	1.			01-0000-0-5620.00-1110-1010-420-000-000							SC4100002064-10		1,503.25
						WARRANT TOTAL									\$1,503.25

DISTRICT: 064 SHORELINE UNIFIED SCHOOL DIST.
 BATCH: 0013 dd 091119
 FUND : 01 GENERAL FUND

WARRANT	VENDOR/ADDR	NAME (REMIT)	DEPOSIT TYPE	ABA NUM	ACCOUNT NUM	AMOUNT
	REQ#	REFERENCE LN	FD RESC Y OBJT SO GOAL FUNC LOC ACT GRP		DESCRIPTION	
20245080	070698/	RHIANNA KAPLAN				
		PV-200028	01-4035-0-5200.00-1110-2140-107-000-000		AUGUST MILEAGE	19.95
			WARRANT TOTAL			\$19.95
20245081	071283/	RACHAEL KOBE				
	200083	PO-200293	1. 01-0000-0-5200.00-0000-2700-420-000-000		AUGUST MILEAGE	59.04
			WARRANT TOTAL			\$59.04
20245082	070818/	LANGUAGE PEOPLE INC				
	200238	PO-200217	2. 01-0000-0-5840.00-1110-2700-700-000-000	140765		77.00
			WARRANT TOTAL			\$77.00
20245083	003310/	MEREDITH A LEASK				
		PV-200029	01-4035-0-5200.00-1110-2140-107-000-000		AUGUST MILEAGE	19.95
			WARRANT TOTAL			\$19.95
20245084	001212/	MICHAEL P MARWEG				
		PV-200030	01-4035-0-5200.00-1110-2140-107-000-000		AUGUST MILEAGE	39.90
			WARRANT TOTAL			\$39.90
20245085	001544/	MAS				
	200239	PO-200218	1. 01-0000-0-5300.00-0000-7100-700-000-000		SUPERINTENDENT DUES	500.00
			WARRANT TOTAL			\$500.00
20245086	000473/	NAFIS				
	200244	PO-200223	1. 01-0000-0-5300.00-0000-7100-700-000-000		DUES BOB RAINES LOGAN MARTIN	2,407.00
			WARRANT TOTAL			\$2,407.00
20245087	071334/	ELIZABETH NOLAN				
		PV-200031	01-9642-0-4300.00-1110-1010-108-144-000		FOOD WILDCAT AND JUMP START	141.83
			WARRANT TOTAL			\$141.83
20245088	002504/	OLD TOWN GLASS INC				
	200385	PO-200381	1. 01-0000-0-4300.00-0000-8200-108-000-000	186421		202.59
			WARRANT TOTAL			\$202.59
20245089	000160/	ONGARO AND SONS INC				
		CL-190116	01-0000-0-5840.00-0000-8110-420-000-000	25047		636.38

DISTRICT: 064 SHORELINE UNIFIED SCHOOL DIST.
BATCH: 0013 dd 091119
FUND : 01 GENERAL FUND

WARRANT	VENDOR/ADDR	NAME (REMIT)	DEPOSIT TYPE	ABA NUM	ACCOUNT NUM	AMOUNT
REQ#	REFERENCE	LN	FD RESC Y OBJT SO GOAL FUNC LOC ACT GRP	DESCRIPTION		
WARRANT TOTAL						\$636.38
20245090	071112/	RYLAND CONSULTING				
	CL-190109		01-0000-0-5840.00-0000-7200-700-000-000	2351		15,800.00
			01-0000-0-5840.00-0000-7200-700-000-000	2378		17,440.00
	PV-200032		01-0000-0-5840.00-0000-7200-700-000-000	2385		5,960.00
			WARRANT TOTAL			\$39,200.00
20245091	071120/	AGUILAR-TUCKER SALLY				
	PV-200019		01-4035-0-5200.00-1110-2140-107-000-000		AUGUST MILEAGE	19.95
			WARRANT TOTAL			\$19.95
20245092	004132/	SCHOOLS FOR SOUND FINANCE				
	200249	PO-200228	1. 01-0000-0-5300.00-0000-7100-700-000-000		ANNUAL DUES BOB RAINES	1,000.00
			WARRANT TOTAL			\$1,000.00
20245093	071022/	URBAN NATURE INSTITUTE YOUTH				
	200418	PO-200417	1. 01-1100-0-5819.00-1110-1010-107-000-000		TOMALES ELEMENTARY FIELD TRIP	585.00
			WARRANT TOTAL			\$585.00
20245094	070821/	PATRICIA WAITE				
	PV-200033		01-4035-0-5200.00-1110-2140-107-000-000		AUGUST MILEAGE	19.95
			WARRANT TOTAL			\$19.95
20245095	004306/	WELLS FARGO VENDOR FIN SERV				
	200264	PO-200279	1. 01-0000-0-5605.00-1110-1010-106-000-000	69704250		168.06
	200263	PO-200359	1. 01-0000-0-5605.00-1110-1010-107-000-000	69686098		168.06
			WARRANT TOTAL			\$336.12
20245096	071071/	WEST INTERACTIVE SERVICES CORP				
	200430	PO-200400	1. 01-0000-0-5840.00-0000-7200-700-000-000		RENEWAL 104984	1,180.00
			WARRANT TOTAL			\$1,180.00
*** FUND	TOTALS ***		TOTAL NUMBER OF CHECKS: 40	TOTAL AMOUNT OF CHECKS:		\$88,615.59*
			TOTAL ACH GENERATED: 0	TOTAL AMOUNT OF ACH:		\$.00*
			TOTAL EFT GENERATED: 0	TOTAL AMOUNT OF EFT:		\$.00*
			TOTAL PAYMENTS: 40	TOTAL AMOUNT:		\$88,615.59*

DISTRICT: 064 SHORELINE UNIFIED SCHOOL DIST.
BATCH: 0013 dd 091119
FUND : 14 DEFERRED MAINTENANCE FUND

WARRANT	VENDOR/ADDR	NAME (REMIT)	DEPOSIT TYPE							ABA NUM	ACCOUNT NUM	AMOUNT			
	REQ#	REFERENCE	LN	FD	RESC	Y	OBJT	SO	GOAL	FUNC	LOC	ACT	GRP	DESCRIPTION	
20245097	070935/	TIM FURLONG													
	200455	PO-200431	1.				14-0000-0-5611.00-0000-8100-700-000-000							APPROVAL OF CONTRACT	1,000.00
														WARRANT TOTAL	\$1,000.00
*** FUND	TOTALS ***						TOTAL NUMBER OF CHECKS:							TOTAL AMOUNT OF CHECKS:	\$1,000.00*
							TOTAL ACH GENERATED:							TOTAL AMOUNT OF ACH:	\$.00*
							TOTAL EFT GENERATED:							TOTAL AMOUNT OF EFT:	\$.00*
							TOTAL PAYMENTS:							TOTAL AMOUNT:	\$1,000.00*

DISTRICT: 064 SHORELINE UNIFIED SCHOOL DIST.

BATCH: 0013 dd 091119

FUND : 21 BUILDING FUND #1 (BOND PROCD)

WARRANT	VENDOR/ADDR	NAME (REMIT)	DEPOSIT TYPE	ABA NUM	ACCOUNT NUM	AMOUNT
REQ#	REFERENCE LN	FD RESC Y OBJT SO GOAL FUNC LOC ACT GRP	DESCRIPTION			
20245098	003189/	ANCHOR ELECTRIC				
	200457	PO-200430	1. 21-0000-0-6200.00-0000-8500-740-800-000	3455		4,786.62
			WARRANT TOTAL			\$4,786.62
20245099	070707/	CENTRAL VALLEY ENVIRONMENTAL				
	200460	PO-200419	1. 21-0000-0-6200.00-0000-8500-740-800-000	6267		9,775.00
			WARRANT TOTAL			\$9,775.00
20245100	071391/	JOHN'S FORMICA SHOP				
	200462	PO-200423	1. 21-0000-0-6200.00-0000-8500-740-800-000	18970		1,440.00
			WARRANT TOTAL			\$1,440.00
20245101	070082/	KBI PAINTING INC				
	200463	PO-200422	1. 21-0000-0-6200.00-0000-8500-740-800-000	2457		12,000.00
			WARRANT TOTAL			\$12,000.00
20245102	071396/	MUDDY BOOTS CONSTRUCTION				
	200465	PO-200421	1. 21-0000-0-6200.00-0000-8500-740-800-000	19-028		32,759.00
			WARRANT TOTAL			\$32,759.00
20245103	071352/	ROBERT E. GERHOLD				
	200467	PO-200420	1. 21-0000-0-6200.00-0000-8500-740-800-000	7104		950.00
			WARRANT TOTAL			\$950.00
*** FUND	TOTALS ***		TOTAL NUMBER OF CHECKS:	6	TOTAL AMOUNT OF CHECKS:	\$61,710.62*
			TOTAL ACH GENERATED:	0	TOTAL AMOUNT OF ACH:	\$.00*
			TOTAL EFT GENERATED:	0	TOTAL AMOUNT OF EFT:	\$.00*
			TOTAL PAYMENTS:	6	TOTAL AMOUNT:	\$61,710.62*
*** BATCH	TOTALS ***		TOTAL NUMBER OF CHECKS:	47	TOTAL AMOUNT OF CHECKS:	\$151,326.21*
			TOTAL ACH GENERATED:	0	TOTAL AMOUNT OF ACH:	\$.00*
			TOTAL EFT GENERATED:	0	TOTAL AMOUNT OF EFT:	\$.00*
			TOTAL PAYMENTS:	47	TOTAL AMOUNT:	\$151,326.21*
*** DISTRICT	TOTALS ***		TOTAL NUMBER OF CHECKS:	47	TOTAL AMOUNT OF CHECKS:	\$151,326.21*
			TOTAL ACH GENERATED:	0	TOTAL AMOUNT OF ACH:	\$.00*
			TOTAL EFT GENERATED:	0	TOTAL AMOUNT OF EFT:	\$.00*
			TOTAL PAYMENTS:	47	TOTAL AMOUNT:	\$151,326.21*

DISTRICT: 064 SHORELINE UNIFIED SCHOOL DIST.
 BATCH: 0014 dd 091319
 FUND : 01 GENERAL FUND

WARRANT	VENDOR/ADDR REQ#	NAME (REMIT) REFERENCE LN	FD	RESC	Y	OBJT	SO	GOAL	FUNC	LOC	ACT	GRP	ABA NUM	ACCOUNT NUM DESCRIPTION	AMOUNT
20245537	002069/	A Z BUS SALES INC													
	200135	PO-200096	1.	01-0000-0-4316.00-1110-3600-740-000-000									SH267		5,316.19
															\$5,316.19
20245538	001649/	APPLE COMPUTER INC													
	200165	PO-200095	1.	01-0000-0-4400.00-0000-7200-700-000-000									AA28755407		74.69
	200165		1.	01-0000-0-4400.00-0000-7200-700-000-000									AA28095187		183.00
	200165		1.	01-0000-0-4400.00-0000-7200-700-000-000									AA28568284		1,497.77
															\$1,755.46
20245539	000089/	AT&T													
	200491	PO-200461	1.	01-0000-0-5940.00-0000-2700-740-000-000									252736169		40.00
															\$40.00
20245540	070028/	BUS WEST LLC													
	200143	PO-200104	1.	01-0000-0-4316.00-1110-3600-740-000-000									106716		917.72
															\$917.72
20245541	003643/	CLARK PEST CONTROL													
		CL-190117		01-0000-0-5840.00-0000-8110-105-000-000									2585510		110.00
															\$110.00
20245542	071393/	COMMANAD PERFORMANCE													
	200174	PO-200160	1.	01-1400-0-4200.00-1110-1010-700-000-000									19264		179.87
															\$179.87
20245543	001772/	COUNTY OF MARIN													
		PV-200034		01-0000-0-5839.00-0000-8200-700-000-000									256870	561668	496.40
															\$496.40
20245544	001833/	CURRICULUM ASSOCIATES LLC													
	200103	PO-200131	1.	01-9040-0-4300.00-1110-1010-108-000-000									9058180		34.71
															\$34.71
20245545	002952/	DAN'S AUTOMOTIVE													
	200145	PO-200106	1.	01-0000-0-5610.00-1110-3600-740-000-000									080119		642.63

DISTRICT: 064 SHORELINE UNIFIED SCHOOL DIST.
 BATCH: 0014 dd 091319
 FUND : 01 GENERAL FUND

WARRANT	VENDOR/ADDR REQ#	NAME (REMIT) REFERENCE	LN	FD	RESC	Y	OBJT	SO	GOAL	FUNC	LOC	ACT	GRP	ABA NUM	ACCOUNT NUM DESCRIPTION	AMOUNT
WARRANT TOTAL																\$642.63
20245546	000030/	DECARLI'S														
		PV-200039		01	0000	0	5505	00	0000	8200	700	000	000		2-81380	227.00
WARRANT TOTAL																\$227.00
20245547	070710/	DEPT TOXIC SUBSTANCES CONTROL														
		200146 PO-200107	1.	01	0000	0	5839	00	0000	8200	740	000	000		201950817 680194632	207.50
WARRANT TOTAL																\$207.50
20245548	071203/	DIESEL EXHAUST SERVICES														
		200147 PO-200108	1.	01	0000	0	5610	00	1110	3600	740	000	000		35626D	700.00
WARRANT TOTAL																\$700.00
20245549	001431/	FEDEX														
		200218 PO-200198	1.	01	0000	0	5960	00	0000	7200	700	000	000		6-618-26772	37.87
		200218	1.	01	0000	0	5960	00	0000	7200	700	000	000		6-604-83391	78.71
WARRANT TOTAL																\$116.58
20245550	070926/	FERGUSON ENTERPRISES INC #686														
		200004 PO-200003	1.	01	0000	0	4300	00	0000	8200	107	000	000		6883955	68.59
WARRANT TOTAL																\$68.59
20245551	003013/	FIRE KING FIRE PROTECTION INC														
		200220 PO-200200	1.	01	0000	0	5620	00	0000	8200	700	000	000		5178384	1,155.90
		200220	1.	01	0000	0	5620	00	0000	8200	700	000	000		5140283	2,347.18
		200220	1.	01	0000	0	5620	00	0000	8200	700	000	000		5140207	1,877.14
WARRANT TOTAL																\$5,380.22
20245552	004075/	FIRST NATIONAL BANK OMAHA														
		200178 PO-200164	1.	01	0000	0	5200	00	0000	7200	700	000	000		240552392084009638436447	9.75
		200178	1.	01	0000	0	5200	00	0000	7200	700	000	000		240404892090290002097967	30.00
		200178	1.	01	0000	0	5200	00	0000	7200	700	000	000		24013399208003633371567	110.00
		200178	1.	01	0000	0	5200	00	0000	7200	700	000	000		24055229209722562491917	427.65

DISTRICT: 064 SHORELINE UNIFIED SCHOOL DIST.
 BATCH: 0014 dd 091319
 FUND : 01 GENERAL FUND

WARRANT	VENDOR/ADDR REQ#	NAME (REMIT) REFERENCE	LN	FD	RESC	Y	OBJT	SO	GOAL	FUNC	LOC	ACT	GRP	ABA NUM	ACCOUNT NUM DESCRIPTION	AMOUNT
	200178		1.	01-0000-0-5200.00-0000-7200-700-000-000											240552392084009635906337	8.51
	200178		1.	01-0000-0-5200.00-0000-7200-700-000-000											240552392094009649295407	17.30
	200178		1.	01-0000-0-5200.00-0000-7200-700-000-000											2400097920990804773656	26.93
	200178		1.	01-0000-0-5200.00-0000-7200-700-000-000											240552392094009643680797	6.58
	200178		1.	01-0000-0-5200.00-0000-7200-700-000-000											240552392084009633783937	9.52
	200178		1.	01-0000-0-5200.00-0000-7200-700-000-000											240552392064009614688267	18.35
	200178		1.	01-0000-0-5200.00-0000-7200-700-000-000											24164079208255206521359	9.42
	200178		1.	01-0000-0-5200.00-0000-7200-700-000-000											240552392084009637042837	9.53
	200178		1.	01-0000-0-5200.00-0000-7200-700-000-000											240552392074009628599497	8.59
	200178		1.	01-0000-0-5200.00-0000-7200-700-000-000											240552392074009624316247	9.58
	200178		1.	01-0000-0-5200.00-0000-7200-700-000-000											24013399207003371751286	42.40
	200178		1.	01-0000-0-5200.00-0000-7200-700-000-000											240552390074009625743817	9.73
	200178		1.	01-0000-0-5200.00-0000-7200-700-000-000											24013399206003244716566	13.76
	200178		1.	01-0000-0-5200.00-0000-7200-700-000-000											24307929209900014612071	16.52
	200217	PO-200197	1.	01-0000-0-5200.00-0000-7200-700-000-000											244310692063319011191655	456.60
	200227	PO-200207	1.	01-0000-0-5839.00-0000-7200-700-000-000											4418229276333203	29.17
		PV-200035		01-6387-0-4300.00-1470-1010-420-000-000											AG SUPPLIES	683.41
				WARRANT TOTAL												\$1,953.30
20245553	000047/	FISHMAN SUPPLY COMPANY														
	200129	PO-200150	1.	01-0000-0-4300.00-0000-8200-108-000-000											1202008	24.27
	200129		1.	01-0000-0-4300.00-0000-8200-108-000-000											1201816	348.22
				WARRANT TOTAL												\$372.49
20245554	000359/	MARIN COUNTY TAX COLLECTOR														
	200139	PO-200100	1.	01-0000-0-4301.00-0000-8100-700-000-000											182740	910.28
	200139		2.	01-0000-0-4301.00-1110-3600-740-000-000											182740	97.68

DISTRICT: 064 SHORELINE UNIFIED SCHOOL DIST.
 BATCH: 0014 dd 091319
 FUND : 01 GENERAL FUND

WARRANT	VENDOR/ADDR REQ#	NAME (REMIT) REFERENCE	LN	FD	RESC	Y	OBJT	SO	GOAL	FUNC	LOC	ACT	GRP	ABA NUM	ACCOUNT NUM DESCRIPTION	AMOUNT

WARRANT TOTAL																
																\$1,007.96
20245555	070850/	OCCUPATIONAL HEALTH CENTERS														
	200144	PO-200105	1.	01-0000-0-5847.00-1110-3600-740-000-000											65114380	94.00
WARRANT TOTAL																
																\$94.00
20245556	000115/	STATE BOARD OF EQUALIZATION														
		PV-200038		01-0000-0-5839.00-0000-7200-700-000-000											USE TAX	38.64
				01-0000-0-9517.00-0000-0000-000-000-000											USE TAX	50.42
				01-1100-0-9517.00-0000-0000-000-000-000											USE TAX	81.91
				01-6500-0-9517.00-0000-0000-000-000-000											USE TAX	3.38
				01-9040-0-9517.00-0000-0000-000-000-000											USE TAX	153.21
				01-9642-0-9517.00-0000-0000-000-000-000											USE TAX	1.07
WARRANT TOTAL																
																\$328.63
*** FUND	TOTALS ***			TOTAL NUMBER OF CHECKS:										TOTAL AMOUNT OF CHECKS:		\$19,949.25*
				TOTAL ACH GENERATED:										TOTAL AMOUNT OF ACH:		\$.00*
				TOTAL EFT GENERATED:										TOTAL AMOUNT OF EFT:		\$.00*
				TOTAL PAYMENTS:										TOTAL AMOUNT:		\$19,949.25*

DISTRICT: 064 SHORELINE UNIFIED SCHOOL DIST.
 BATCH: 0014 dd 091319
 FUND : 12 CHILD DEVELOPMENT FUND

WARRANT	VENDOR/ADDR REQ#	NAME (REMIT) REFERENCE	LN	FD	RESC	Y	OBJT	SO	GOAL	FUNC	LOC	ACT	GRP	ABA NUM	ACCOUNT NUM DESCRIPTION	AMOUNT
20245557	000115/	STATE BOARD OF EQUALIZATION														
		PV-200036													USE TAX	1.53
															WARRANT TOTAL	\$1.53
*** FUND		TOTALS ***														
															TOTAL NUMBER OF CHECKS:	1
															TOTAL AMOUNT OF CHECKS:	\$1.53*
															TOTAL ACH GENERATED:	0
															TOTAL AMOUNT OF ACH:	\$.00*
															TOTAL EFT GENERATED:	0
															TOTAL AMOUNT OF EFT:	\$.00*
															TOTAL PAYMENTS:	1
															TOTAL AMOUNT:	\$1.53*

DISTRICT: 064 SHORELINE UNIFIED SCHOOL DIST.
 BATCH: 0014 dd 091319
 FUND : 13 CAFETERIA FUND

WARRANT	VENDOR/ADDR REQ#	NAME (REMIT) REFERENCE	LN	FD	RESC	Y	OBJT	SO	GOAL	FUNC	LOC	ACT	GRP	ABA NUM	ACCOUNT NUM DESCRIPTION	AMOUNT
20245558	002520/	COTATI FOOD SERVICE														
	200351	PO-200301	1.	13-5310-0-4700.00-0000-3700-700-000-000											080119-082919	3,743.56
															WARRANT TOTAL	\$3,743.56
20245559	001772/	COUNTY OF MARIN														
	200241	PO-200220	1.	13-5310-0-5839.00-0000-3700-700-000-000											L11082	747.00
	200241		1.	13-5310-0-5839.00-0000-3700-700-000-000											L11024	957.00
															WARRANT TOTAL	\$1,704.00
20245560	070156/	SONOMA COUNTY DEPT OF HEALTH														
	200233	PO-200213	1.	13-5310-0-5839.00-0000-3700-700-000-000											IN01177724	985.00
															WARRANT TOTAL	\$985.00
20245561	000115/	STATE BOARD OF EQUALIZATION														
		PV-200037		13-5310-0-8634.00-0000-0000-000-000-000											USE TAX	29.21
				13-5310-0-9517.00-0000-0000-000-000-000											USE TAX	15.27
															WARRANT TOTAL	\$44.48
*** FUND	TOTALS ***			TOTAL NUMBER OF CHECKS:	4			TOTAL AMOUNT OF CHECKS:								\$6,477.04*
				TOTAL ACH GENERATED:	0			TOTAL AMOUNT OF ACH:								\$.00*
				TOTAL EFT GENERATED:	0			TOTAL AMOUNT OF EFT:								\$.00*
				TOTAL PAYMENTS:	4			TOTAL AMOUNT:								\$6,477.04*
*** BATCH TOTALS ***				TOTAL NUMBER OF CHECKS:	25			TOTAL AMOUNT OF CHECKS:								\$26,427.82*
				TOTAL ACH GENERATED:	0			TOTAL AMOUNT OF ACH:								\$.00*
				TOTAL EFT GENERATED:	0			TOTAL AMOUNT OF EFT:								\$.00*
				TOTAL PAYMENTS:	25			TOTAL AMOUNT:								\$26,427.82*
*** DISTRICT TOTALS ***				TOTAL NUMBER OF CHECKS:	25			TOTAL AMOUNT OF CHECKS:								\$26,427.82*
				TOTAL ACH GENERATED:	0			TOTAL AMOUNT OF ACH:								\$.00*
				TOTAL EFT GENERATED:	0			TOTAL AMOUNT OF EFT:								\$.00*
				TOTAL PAYMENTS:	25			TOTAL AMOUNT:								\$26,427.82*

DISTRICT: 064 SHORELINE UNIFIED SCHOOL DIST.
BATCH: 0015 dd 091819
FUND : 01 GENERAL FUND

WARRANT	VENDOR/ADDR REQ#	NAME (REMIT) REFERENCE LN	FD	RESC	Y	OBJT	SO	GOAL	FUNC	LOC	ACT	GRP	ABA NUM	ACCOUNT NUM DESCRIPTION	AMOUNT
20245905	071038/	DANI DANIELSSON BIDIA													
		PV-200049	01	0000	0	5200	00	0000	7200	700	000	000		SEP MILEAGE	62.29
														WARRANT TOTAL	\$62.29
20245906	000012/	BODEGA BAY P U D													
	200197	PO-200181	2.	01	0000	0	5535	00	0000	8200	700	000	000	1140	329.71
	200197		2.	01	0000	0	5535	00	0000	8200	700	000	000	1139	61.82
	200197		1.	01	0000	0	5540	00	0000	8200	700	000	000	1140	651.32
														WARRANT TOTAL	\$1,042.85
20245907	000050/	FRIEDMAN BROS.													
	200010	PO-200009	1.	01	0000	0	4300	00	0000	8110	107	000	000	53308936i	25.68
	200024	PO-200023	1.	01	0000	0	4300	00	0000	8110	105	000	000	53308941i	70.69
	200075	PO-200071	1.	01	0000	0	4300	00	0000	8110	420	000	000	53305155i	67.24
	200075		1.	01	0000	0	4300	00	0000	8110	420	000	000	19349803i	1,086.80
	200075		1.	01	0000	0	4300	00	0000	8110	420	000	000	19321686i	1,173.06
														WARRANT TOTAL	\$2,423.47
20245908	000191/	INVERNESS PUD WATER SYSTEM													
	200232	PO-200212	1.	01	0000	0	5535	00	0000	8200	106	000	000	307-005-50	407.80
														WARRANT TOTAL	\$407.80
20245909	070280/	REDWOOD EMPIRE SCHOOLS INS GRP													
		PV-200048	01	0000	0	5400	00	0000	7200	700	000	000		AR20-00001	112,001.00
														WARRANT TOTAL	\$112,001.00
*** FUND	TOTALS ***														
		TOTAL NUMBER OF CHECKS:													\$115,937.41*
		TOTAL ACH GENERATED:													\$0.00*
		TOTAL EFT GENERATED:													\$0.00*
		TOTAL PAYMENTS:													\$115,937.41*
*** BATCH	TOTALS ***														
		TOTAL NUMBER OF CHECKS:													\$115,937.41*
		TOTAL ACH GENERATED:													\$0.00*
		TOTAL EFT GENERATED:													\$0.00*
		TOTAL PAYMENTS:													\$115,937.41*
*** DISTRICT	TOTALS ***														
		TOTAL NUMBER OF CHECKS:													\$500,649.64*
		TOTAL ACH GENERATED:													\$0.00*
		TOTAL EFT GENERATED:													\$0.00*
		TOTAL PAYMENTS:													\$500,649.64*

DISTRICT: 064 SHORELINE UNIFIED SCHOOL DIST.
 BATCH: 0016 DD092419
 FUND : 01 GENERAL FUND

WARRANT	VENDOR/ADDR REQ#	NAME (REMIT) REFERENCE LN	FD	RESC	Y	OBJT	DEPOSIT TYPE SO GOAL FUNC LOC ACT GRP	ABA NUM	ACCOUNT NUM DESCRIPTION	AMOUNT
20246649	003979/	ASSOCIATED VALUATION SERVICES								
	200265	PO-200238	1.	01-0000-0-5840			00-0000-7200-700-000-000	6222		316.46
							WARRANT TOTAL			\$316.46
20246650	000089/	AT&T								
	200491	PO-200461	1.	01-0000-0-5940			00-0000-2700-740-000-000	25736169		49.25
							WARRANT TOTAL			\$49.25
20246651	002065/	CALIF INTERSCHOLASTIC								
	200501	PO-200479	1.	01-0000-0-5300			00-1130-4200-420-000-000	3942		126.16
							WARRANT TOTAL			\$126.16
20246652	003697/	CALMAT CO								
	200080	PO-200076	1.	01-0000-0-4300			00-0000-8110-420-000-000	1907-090918		621.46
							WARRANT TOTAL			\$621.46
20246653	071053/	CHRISTY WHITE ASSOCIATES								
	200201	PO-200185	1.	01-0000-0-5809			00-0000-7190-700-000-000	15147		2,971.35
							WARRANT TOTAL			\$2,971.35
20246654	070143/	CLAY PEOPLE								
	200116	PO-200143	2.	01-9040-0-4300			00-1110-1010-108-000-000	52494		153.61
							WARRANT TOTAL			\$153.61
20246655	004075/	FIRST NATIONAL BANK OMAHA								
	200217	PO-200197	1.	01-0000-0-5200			00-0000-7200-700-000-000		1 NIGHT STAY NAFIS HYATT	358.64
	200227	PO-200207	1.	01-0000-0-5839			00-0000-7200-700-000-000		LATE FEES & INTEREST	80.03
	200435	PO-200414	1.	01-0000-0-5200			00-0000-7100-700-000-000		CASBO REGISTRATION-MARTIN	835.00
							WARRANT TOTAL			\$1,273.67
20246656	003327/	GCR TIRE SERVICE								
	200152	PO-200113	1.	01-0000-0-5610			00-1110-3600-740-000-000	191838		6,951.53
							WARRANT TOTAL			\$6,951.53
20246657	000922/	GRAINGER								
	200011	PO-200010	1.	01-0000-0-4300			00-0000-8110-107-000-000	9231293458		191.83

DISTRICT: 064 SHORELINE UNIFIED SCHOOL DIST.
 BATCH: 0016 DD092419
 FUND : 01 GENERAL FUND

WARRANT	VENDOR/ADDR REQ#	NAME (REMIT) REFERENCE	LN	FD	RESC	Y	OBJT	SO	GOAL	FUNC	LOC	ACT	GRP	ABA NUM	ACCOUNT NUM DESCRIPTION	AMOUNT
WARRANT TOTAL																\$191.83
20246658	003054/	HEALTH QUEST CPR														
	200487	PO-200453	1.	01	0000	0	5840	00	0000	2700	700	000	000		1760	1,200.00
WARRANT TOTAL																\$1,200.00
20246659	003576/	HILLYARD/SAN FRANCISCO														
	200015	PO-200014	1.	01	0000	0	4300	00	0000	8200	107	000	000		603521175	2,427.73
	200029	PO-200027	1.	01	0000	0	4300	00	0000	8110	105	000	000		603526559	868.69
	200296	PO-200254	1.	01	0000	0	4300	00	0000	8200	420	000	000		603513811	1,018.37
	200296		1.	01	0000	0	4300	00	0000	8200	420	000	000		603396315	100.92
WARRANT TOTAL																\$4,415.71
20246660	002474/	HOME DEPOT CREDIT SERVICES														
	200078	PO-200074	1.	01	0000	0	4300	00	0000	8110	420	000	000		3535486	26.54
	200078		1.	01	0000	0	4300	00	0000	8110	420	000	000		4034841	130.79
WARRANT TOTAL																\$157.33
20246661	001858/	IBS OF THE NORTH BAY														
	200154	PO-200115	1.	01	0000	0	4300	00	1110	3600	740	000	000		4785	607.26
WARRANT TOTAL																\$607.26
20246662	071041/	JAMF SOFTWARE LLC														
	200001	PO-200049	1.	01	0000	0	5840	00	0000	2700	700	000	000		INV107981	5,770.00
WARRANT TOTAL																\$5,770.00
20246663	001614/	JERRY & DON'S PUMP & WELL SVC														
	200237	PO-200216	1.	01	0000	0	5840	00	0000	8200	700	000	000		02-T08626 071819-072919	1,436.87
WARRANT TOTAL																\$1,436.87
20246664	000034/	KYCOERA														
	200210	PO-200269	1.	01	0000	0	5620	00	1110	1010	106	000	000		55E1513614	210.84
	200209	PO-200354	1.	01	0000	0	5620	00	1110	1010	107	000	000		55E1514232	426.73
	200213	PO-200356	1.	01	0000	0	5620	00	1110	1010	107	000	000		55E1521030	1,170.35

DISTRICT: 064 SHORELINE UNIFIED SCHOOL DIST.
 BATCH: 0016 DD092419
 FUND : 01 GENERAL FUND

WARRANT	VENDOR/ADDR REQ#	NAME (REMIT) REFERENCE LN	FD	RESC	Y	OBJT	SO	GOAL	FUNC	LOC	ACT	GRP	ABA NUM	ACCOUNT NUM DESCRIPTION	AMOUNT

WARRANT TOTAL															
															\$1,807.92
20246665	001481/	LAKESHORE LEARNING MATERIALS													
	200106	PO-200134	1.	01-9040-0-4300.00-1110-1010-106-000-000									4458560719	353.70	
WARRANT TOTAL															
															\$353.70
20246666	070818/	LANGUAGE PEOPLE INC													
	200238	PO-200217	2.	01-0000-0-5840.00-1110-2700-700-000-000									140757	75.00	
WARRANT TOTAL															
															\$75.00
20246667	070740/	LEARNING WITHOUT TEARS													
	200099	PO-200127	1.	01-9040-0-4300.00-1110-1010-106-000-000									INV29096	317.36	
	200100	PO-200128	1.	01-9040-0-4300.00-1110-1010-106-000-000									INV29120	345.64	
WARRANT TOTAL															
															\$663.00
20246668	070834/	MARIN LANGUAGE SERVICES													
	200486	PO-200451	1.	01-0000-0-5840.00-0000-7110-700-000-000									76	218.44	
WARRANT TOTAL															
															\$218.44
20246669	070393/	MARIN SHAKESPEARE COMPANY													
	200413	PO-200369	1.	01-9040-0-5819.00-1110-1010-420-000-000										TOMALES HIGH FIELD TRIP	840.00
WARRANT TOTAL															
															\$840.00
20246670	004366/	MATHESON TRI-GAS INC													
	200474	PO-200424	1.	01-6387-0-4300.00-1470-1010-420-000-000									20122303	87.73	
WARRANT TOTAL															
															\$87.73
20246671	071416/	NATIONAL UNIVERSITY													
		PV-200050		01-0000-0-5839.00-1110-2700-700-130-000										STUDENT ID 023810197	1,989.00
WARRANT TOTAL															
															\$1,989.00
20246672	000234/03	NORTH COAST SCHOOL OF ED													
		PV-200051		01-0000-0-5839.00-1110-2700-700-130-000										ELIZABETH NOLAN	4,000.00
WARRANT TOTAL															
															\$4,000.00
20246673	002768/	NORTH COAST SECTION C.I.F.													
	200524	PO-200497	1.	01-0000-0-5300.00-1130-4200-420-000-000									509	837.00	

DISTRICT: 064 SHORELINE UNIFIED SCHOOL DIST.
 BATCH: 0016 DD092419
 FUND : 01 GENERAL FUND

WARRANT	VENDOR/ADDR REQ#	NAME (REMIT) REFERENCE	LN	FD	RESC	Y	OBJT	SO	GOAL	FUNC	LOC	ACT	GRP	ABA NUM	ACCOUNT NUM DESCRIPTION	AMOUNT
WARRANT TOTAL																\$837.00
20246674	003905/	PEARSON EDUCATION INC														
	200104	PO-200132	1.	01	6300	0	4200	00	1110	1010	108	000	000		4025895009	539.36
WARRANT TOTAL																\$539.36
20246675	000206/	PETALUMA AUTO PARTS														
	200156	PO-200117	1.	01	0000	0	5610	00	1110	3600	740	000	000		5610	2,035.04
WARRANT TOTAL																\$2,035.04
20246676	000094/	PG&E														
	200246	PO-200225	1.	01	0000	0	5510	00	0000	8100	700	000	000		3649338289-3	5.24
	200246		1.	01	0000	0	5510	00	0000	8100	700	000	000		8156265086-1	566.50
	200246		1.	01	0000	0	5510	00	0000	8100	700	000	000		0533030520-1	10,115.73
WARRANT TOTAL																\$10,687.47
20246677	002712/	QUILL CORP														
	200108	PO-200136	1.	01	9040	0	4300	00	1110	1010	108	000	000		8933193	25.55
WARRANT TOTAL																\$25.55
20246678	003392/	REALLY GOOD STUFF														
	200101	PO-200129	1.	01	9040	0	4300	00	1110	1010	108	000	000		6972832	206.91
WARRANT TOTAL																\$206.91
20246679	001389/	SAFETY-KLEEN CORP														
	200160	PO-200121	1.	01	0000	0	5839	00	0000	8200	740	000	000		80785428	60.00
	200160		1.	01	0000	0	5839	00	0000	8200	740	000	000		80463899	308.51
WARRANT TOTAL																\$368.51
20246680	003618/	SEQUOIA FLORAL INT'L														
	200448	PO-200438	1.	01	6387	0	4300	00	1471	1010	420	000	000		0914745-IN	108.03
WARRANT TOTAL																\$108.03
20246681	000234/	SONOMA COUNTY OFFICE ED - SCOE														
	200181	PO-200167	1.	01	0000	0	4300	00	0000	7200	700	000	000		IN20-00140	43.57
	200250	PO-200229	1.	01	0000	0	4300	00	0000	7200	700	000	000		IN20-00139	281.87

DISTRICT: 064 SHORELINE UNIFIED SCHOOL DIST.
 BATCH: 0016 DD092419
 FUND : 01 GENERAL FUND

WARRANT	VENDOR/ADDR REQ#	NAME (REMIT) REFERENCE	LN	FD	RESC	Y	OBJT	SO	GOAL	FUNC	LOC	ACT	GRP	ABA NUM	ACCOUNT NUM DESCRIPTION	AMOUNT

WARRANT TOTAL																
																\$325.44
20246682	003005/	SONOMA COUNTY OFFICE OF ED														
	200321	PO-200270	1.	01	0000	0	5829	00	0000	7100	700	000	000		IN20-00069	29,400.00
WARRANT TOTAL																
																\$29,400.00
20246683	002708/	THE LIBRARY STORE INC														
	200105	PO-200133	1.	01	9040	0	4300	00	1110	1010	108	000	000		612357	158.77
WARRANT TOTAL																
																\$158.77
20246684	003302/	TOMALES VILLAGE COMMUNITY														
	200259	PO-200236	1.	01	0000	0	5540	00	0000	8200	700	000	000		2019-2020	69,628.72
WARRANT TOTAL																
																\$69,628.72
20246685	004000/	UNITED SITE SERVICES INC														
	200260	PO-200409	1.	01	0000	0	5540	00	1130	8200	700	000	000		114-8834144	241.54
	200260		1.	01	0000	0	5540	00	1130	8200	700	000	000		114-8863469	353.25
	200440	PO-200412	1.	01	0000	0	5839	00	0000	8200	740	000	000		114-8858139	132.23
WARRANT TOTAL																
																\$727.02
20246686	070587/	VERIZON WIRELESS														
	200262	PO-200237	2.	01	0000	0	5920	00	0000	7200	700	000	000		7073385484	54.45
	200262		2.	01	0000	0	5920	00	0000	7200	700	000	000		7073383756	38.01
	200262		2.	01	0000	0	5920	00	0000	7200	700	000	000		4157477292	64.45
	200262		2.	01	0000	0	5920	00	0000	7200	700	000	000		4157477292	64.45
	200262		2.	01	0000	0	5920	00	0000	7200	700	000	000		7073385484	54.45
	200262		2.	01	0000	0	5920	00	0000	7200	700	000	000		7073383756	38.01
	200262		1.	01	0000	0	5920	00	5770	3600	740	000	000		7074814068	54.45
	200262		1.	01	0000	0	5920	00	5770	3600	740	000	000		7074814067	55.85
	200262		1.	01	0000	0	5920	00	5770	3600	740	000	000		4157477293	54.45
	200262		1.	01	0000	0	5920	00	5770	3600	740	000	000		7074814067	54.45

DISTRICT: 064 SHORELINE UNIFIED SCHOOL DIST.
 BATCH: 0016 DD092419
 FUND : 01 GENERAL FUND

WARRANT	VENDOR/ADDR REQ#	NAME (REMIT) REFERENCE	LN	FD	RESC	Y	OBJT	SO	GOAL	FUNC	LOC	ACT	GRP	ABA NUM	ACCOUNT NUM DESCRIPTION	AMOUNT
	200262		1.	01-0000-0-5920.00-5770-3600-740-000-000											7074814068	54.45
	200262		1.	01-0000-0-5920.00-5770-3600-740-000-000											4157477293	54.45
															WARRANT TOTAL	\$641.92
20246687	070634/	WATERSAVERS IRRIGATION INC														
	200081	PO-200077	1.	01-0000-0-4300.00-0000-8110-420-000-000											2154090-00 80119-99	329.85
															WARRANT TOTAL	\$329.85
20246688	004306/	WELLS FARGO VENDOR FIN SERV														
	200264	PO-200279	1.	01-0000-0-5605.00-1110-1010-106-000-000											69782104	168.06
	200263	PO-200359	1.	01-0000-0-5605.00-1110-1010-107-000-000											69796461	168.06
															WARRANT TOTAL	\$336.12
20246689	071289/	WEX BANK														
	200138	PO-200099	1.	01-0000-0-4301.00-1110-3600-740-000-000											0201-00-109500-9	150.00
															WARRANT TOTAL	\$150.00
*** FUND	TOTALS ***															
															TOTAL NUMBER OF CHECKS:	41
															TOTAL AMOUNT OF CHECKS:	\$152,782.99*
															TOTAL ACH GENERATED:	0
															TOTAL AMOUNT OF ACH:	\$.00*
															TOTAL EFT GENERATED:	0
															TOTAL AMOUNT OF EFT:	\$.00*
															TOTAL PAYMENTS:	41
															TOTAL AMOUNT:	\$152,782.99*

DISTRICT: 064 SHORELINE UNIFIED SCHOOL DIST.
 BATCH: 0016 DD092419
 FUND : 13 CAFETERIA FUND

WARRANT	VENDOR/ADDR REQ#	NAME (REMIT) REFERENCE	LN	FD	RESC	Y	OBJT	SO	GOAL	FUNC	LOC	ACT	GRP	ABA NUM	ACCOUNT NUM DESCRIPTION	AMOUNT
20246690	070570/	MARIN-SONOMA					PRODUCE									
	200184	PO-200168	1.				13-5310-0-4700.00-0000-3700-700-000-000								THS 072219-090919	2,808.07
	200184		1.				13-5310-0-4700.00-0000-3700-700-000-000								WMS 081919-090919	939.73
							WARRANT TOTAL									\$3,747.80
20246691	002930/	SYSKO SAN FRANCISCO INC														
	200186	PO-200170	1.				13-5310-0-4700.00-0000-3700-700-000-000								775940 WMS 081519-082219	3,224.51
	200186		1.				13-5310-0-4700.00-0000-3700-700-000-000								099085 THS 081319-082719	9,490.75
							WARRANT TOTAL									\$12,715.26
*** FUND	TOTALS ***						TOTAL NUMBER OF CHECKS:								TOTAL AMOUNT OF CHECKS:	\$16,463.06*
							TOTAL ACH GENERATED:								TOTAL AMOUNT OF ACH:	\$.00*
							TOTAL EFT GENERATED:								TOTAL AMOUNT OF EFT:	\$.00*
							TOTAL PAYMENTS:								TOTAL AMOUNT:	\$16,463.06*

DISTRICT: 064 SHORELINE UNIFIED SCHOOL DIST.
 BATCH: 0016 DD092419
 FUND : 14 DEFERRED MAINTENANCE FUND

WARRANT	VENDOR/ADDR	NAME (REMIT)	DEPOSIT TYPE	ABA NUM	ACCOUNT NUM	AMOUNT
	REQ#	REFERENCE LN	FD RESC Y OBJT SO GOAL FUNC LOC ACT GRP		DESCRIPTION	
20246692	070935/	TIM FURLONG				
	200455	PO-200431	1. 14-0000-0-5611.00-0000-8100-700-000-000		25% OF REMAINDER OF INV	8,305.00
			WARRANT TOTAL			\$8,305.00
*** FUND	TOTALS ***		TOTAL NUMBER OF CHECKS:	1	TOTAL AMOUNT OF CHECKS:	\$8,305.00*
			TOTAL ACH GENERATED:	0	TOTAL AMOUNT OF ACH:	\$.00*
			TOTAL EFT GENERATED:	0	TOTAL AMOUNT OF EFT:	\$.00*
			TOTAL PAYMENTS:	1	TOTAL AMOUNT:	\$8,305.00*
*** BATCH	TOTALS ***		TOTAL NUMBER OF CHECKS:	44	TOTAL AMOUNT OF CHECKS:	\$177,551.05*
			TOTAL ACH GENERATED:	0	TOTAL AMOUNT OF ACH:	\$.00*
			TOTAL EFT GENERATED:	0	TOTAL AMOUNT OF EFT:	\$.00*
			TOTAL PAYMENTS:	44	TOTAL AMOUNT:	\$177,551.05*
*** DISTRICT	TOTALS ***		TOTAL NUMBER OF CHECKS:	44	TOTAL AMOUNT OF CHECKS:	\$177,551.05*
			TOTAL ACH GENERATED:	0	TOTAL AMOUNT OF ACH:	\$.00*
			TOTAL EFT GENERATED:	0	TOTAL AMOUNT OF EFT:	\$.00*
			TOTAL PAYMENTS:	44	TOTAL AMOUNT:	\$177,551.05*

October 2, 2019

MEMORANDUM

TO: District Superintendents, Business Officials, and Workers' Comp. Contacts

FROM: Rose R. Burcina, Executive Director

SUBJECT: 2018-19 Public Self-Insurer's Annual Report

RESIG is self-funded for workers' compensation claims and retains the liability for all workers' compensation claims for past years. RESIG is required to report to the Department of Industrial Relations (DIR) details of these claims annually. Attached is a copy of the summary portion of the 2018-2019 report.

Member Districts are required to advise their governing board, before December 31, 2019, of the amount of total liabilities reported (Labor Code §3702.6(b)). This total undiscounted amount is \$11,734,512 as of June 30, 2019. RESIG has sufficient funds to pay all of these outstanding liabilities. Member Districts are also required to report whether the funding of these liabilities is in compliance with GASB 10 standards; RESIG's accountants have certified compliance.

This does not require any action by RESIG's Member Districts' Board of Trustees. RESIG recommends that the report be placed on the agenda as an informational item, as part of the superintendent's report, or simply as part of the Consent Calendar to be received and filed.

If you have any questions, please feel free to contact Chris Spencer, RESIG's Workers' Compensation Claims Manager at (707) 836-0779 ext. 114 or myself at ext. 104.



Public Self Insurers Business Profile - Annual Report

For Fiscal Year 2018-19

September 27, 2019
Redwood Empire Schools Insurance Group
5760 Skylane Blvd, Ste 100
Windsor, CA 95492 9742

FORM AR-2 (1-2016)

Employer

General Information:

Certificate Number	5536	Period Of Report	Annual
(Period) From	07/01/2018	(Period) To	06/30/2019

Master Certificate Holder:

Name	Redwood Empire Schools Insurance Group		
Address 1	5760 Skylane Blvd, Ste 100		
Address 2		FTIN	68-0019280
City	Windsor	State	CA Zip 95492 9742
State of Incorporation			

Affiliates:

	Full Legal Name	Subsidiaries Affiliate Certificate Number	State
1)	Alexander Valley Union School District	5536-001	
2)	West Sonoma County Union High School District	5536-002	
3)	Bellevue Union School District	5536-003	
4)	Bennett Valley Union School District	5536-004	
5)	Cloverdale Unified School District	5536-005	
6)	Cotati-Rohnert Park Unified School District	5536-006	
7)	Dunham School District	5536-007	
8)	Gravenstein Union School District	5536-008	
9)	Liberty School District	5536-009	
10)	Mark West Union School District	5536-010	
11)	Montgomery School District	5536-011	
12)	Oak Grove Union School District	5536-012	
13)	Old Adobe Union School District	5536-013	
14)	Rincon Valley Union School District	5536-014	
15)	Sebastopol Union Elementary School District	5536-015	
16)	Sonoma County Office of Education	5536-017	
17)	Sonoma Valley Unified School District	5536-018	
18)	Twin Hills Union School District	5536-019	
19)	Waugh School District	5536-020	
20)	Forestville Union School District	5536-021	
21)	Wilmar Union School District	5536-022	
22)	Piner-Olivet Union School District	5536-023	
23)	Windsor Unified School District	5536-026	
24)	Santa Rosa Elementary School District	5536-027	
25)	Santa Rosa High School District	5536-028	

State of California

Subsidiaries: (continued...)

	Full Legal Name	Subsidiaries Affiliate Certificate Number	State
26)	Harmony Union School District	5536-029	
27)	Petaluma City Union School District	5536-030	
28)	Petaluma City Joint Union High School District	5536-031	
29)	Guerneville School District	5536-032	
30)	Two Rock Union School District	5536-033	
31)	Cinnabar School District	5536-034	
32)	Geyserville Unified School District	5536-035	
33)	Monte Rio Union School	5536-036	
34)	Fort Ross School District	5536-037	
35)	Wright Elementary School District	5536-038	
36)	West Side Union School District	5536-039	
37)	Horicon School District	5536-040	
38)	Kenwood Elementary School District	5536-041	
39)	Roseland School District	5536-042	
40)	Kashia School District	5536-043	
41)	West County Transportation Agency	5536-044	
42)	Redwood Empire School Insurance Group	5536-045	
43)	Healdsburg Unified School District	5536-046	
44)	Sebastopol Independent Charter School	5536-047	
45)	Sonoma Charter School	5536-048	
46)	Santa Rosa Education Cooperative	5536-049	
47)	Piner Olivet Charter School	5536-050	
48)	Live Oak Charter School	5536-053	
49)	Russian River Charter School	5536-056	
50)	Woodland Star Charter School	5536-057	
51)	Shoreline Unified School District	5536-0058	

State of California

During the reporting period of this report, has there been any of the following with respect to the Master Certificate Holder for any affiliate?

None

Any additions to the Self Insurance Program?

None

Employment and wages paid in current fiscal year:

Number of Employees 11,761

Total Wages and Salaries Paid \$492,534,033

Addressed Correspondence For Related Self-Insurance Matters:

Company Name	Redwood Empire Schools' Insurance Group			
Name	Chris Spencer	Title	WC Claims Manager	
Phone	(707) 836-0779	Fax	(707) 836-9479	
Email Address	cspencer@resig.org			
Address 1	5760 Skylane Blvd. #100			
Address 2				
City	Windsor	State	CA	Zip 95492
Web Site				

State of California

TPA Adjusting Locations:

Has there been a change in TPA Adjusting Locations during this reporting period that has not yet been reported to OSIP? No
Have you added any new TPA Adjusting Locations during this reporting period that has not yet been reported to OSIP? No

Record Storage:

Are there open and closed claims stored at a location other than the adjusting location? No

Insurance Coverage:

1) During this reporting period, does your company maintain a standard workers' compensation insurance policy to cover any of your California liabilities? No
2) During this reporting period, does your company have a specific excess workers' compensation policy in force to cover any of your California liabilities? Yes

Insurance Company Name	Policy Number	Policy Issue Date
1) Safety National Corporation	SP 4058450	07/01/2018
Attachment CA CERTIFICATE.PDF		
Retention Limit 1,000,000.00		

3) Do you carry an aggregate (stop loss) workers' compensation insurance policy? No

State of California

Certification By Authorized Representative:

Company Name	Redwood Empire Schools' Insurance Group				
Name	Chris Spencer	Title	WC Claims Manager		
Phone	(707) 836-0779	Fax	(707) 836-9479		
Email Address	cspencer@resig.org				
Address 1	5760 Skylane Blvd. #100				
Address 2					
City	Windsor	State	CA	Zip	95492

Name of Person Legally Responsible for this Electronic Signature:

Christopher N. Spencer (Date/Time of Signature) - 09/27/2019 15:23



Public Self Insurers

Claim Liability - Annual Report

For Period: 07/01/2018 - 06/30/2019

September 27, 2019
REDWOOD EMPIRE SCHOOLS INSURANCE GROUP
5760 Skyline Blvd., Ste 100
Windsor, CA 95492

FORM AR-2 (1-2016)

Report Location Number: 5536-05-157 A

Identification of Location
REDWOOD EMPIRE SCHOOLS INSURANCE GROUP at
SANTA ROSA

Certificate Holder
Redwood Empire Schools Insurance Group

CASES AND BENEFITS (to the nearest dollar)				From Date-	07/01/2018	To Date-	06/30/2019
Date	#	Incurred Liability		Paid To Date		Future Liability	
		Indemnity	Medical	Indemnity	Medical	Indemnity	Medical
1) Cases open as of 06/30/2019 reported prior to 2014/15	141	\$4,965,206	\$14,001,648	\$4,183,615	\$8,489,141	\$781,591	\$5,512,507
2) Open and closed Liabilities							
A) All Cases reported in 2014/15	428	\$1,564,830	\$2,234,539	\$1,315,120	\$1,657,341	\$249,710	\$577,198
2014/15 Cases open	22	\$888,002	\$1,336,308	\$638,292	\$759,110	\$249,710	\$577,198
B) All Cases reported in 2015/16	412	\$1,042,608	\$1,551,122	\$873,917	\$923,746	\$168,691	\$627,376
2015/16 Cases open	32	\$713,326	\$1,105,831	\$544,635	\$478,455	\$168,691	\$627,376
C) All Cases reported in 2016/17	515	\$775,425	\$1,537,366	\$565,434	\$1,030,036	\$209,991	\$507,330
2016/17 Cases open	41	\$470,400	\$1,010,072	\$260,409	\$502,742	\$209,991	\$507,330
D) All Cases reported in 2017/18	461	\$1,165,197	\$1,965,855	\$523,925	\$996,317	\$641,272	\$969,538
2017/18 Cases open	63	\$1,011,892	\$1,514,563	\$370,620	\$545,025	\$641,272	\$969,538
E) All Cases reported in 2018/19	459	\$599,181	\$1,620,331	\$293,836	\$436,368	\$305,345	\$1,183,963
2018/19 Cases open	193	\$522,659	\$1,416,679	\$217,314	\$232,716	\$305,345	\$1,183,963

	\$ Indemnity	\$ Medical
SUBTOTAL	\$2,356,600	\$9,377,912

3) Estimate Future Liability (Indemnity Plus Medical)

TOTAL	\$11,734,512
-------	--------------

4) Total Benefits Paid During 2018/19 (Including all case expenditures). The indemnity amount includes the amount of LC § 4800/4850 benefits paid for the year (total of Lines 11 and 12)

	\$ Indemnity	\$ Medical
	\$984,127	\$1,965,542

5) Number of MEDICAL-ONLY Cases Reported in 2018/19

	335
--	-----

6) Number of INDEMNITY Cases Reported in 2018/19

	124
--	-----

7) Total of 5 and 6 (Also entered in 2E above)

	459
--	-----

8) Total Number of open Indemnity Cases (All Years)

	492
--	-----

9) Number of Fatality Cases Reported In 2018/19

	0
--	---

10) (a) Number of FY 2018/19 claims for which the employer or administrator was notified of representation by an attorney or legal representative in 2018/19

	2
--	---

10) (b) Number of non-FY 2019 claims for which the employer or administrator was notified of representation by an attorney or legal representative in 2018/19

	3
--	---

11) Amount from salary continuation payments made pursuant to LC § 4800/4850 that is in excess of the applicable temporary disability rate for the period paid.

	0
--	---

12) Amount from salary continuation payments made pursuant to LC § 4800/4850 capped at the temporary disability rate for the period paid.

	0
--	---

Files Uploaded

ALL Open Indemnity Claims (by reporting and by year) reported and with claims: CA Open Indemnity List 2018-2019.pdf

State of California

Dual Jurisdiction Claims

Please note that California Labor Code Section 3702.2(b) requires that "... the annual report of a self-insured employer who has self-insured both state and federal workers' compensation liability shall also be set forth (1) amount of all compensation liability incurred, paid-to-date, the estimated future liability under both this chapter and under the federal Longshore and Harbor Worker's Compensation Act (33 U.S.C. Sec. 901 et seq.), and (2) the identity and the amount of the security deposit securing the employer's liability under state and federal self-insured programs."

Accordingly, please indicate all California exposure on your Self Insurer's Annual Report, and, in addition identify each Claim with dual jurisdiction on Separate List of Open Indemnity Claims. For those claims, indicate the incurred, paid-to-date, and estimated future liabilities for federal exposure. Please also indicate the amount and the type of security deposit securing those claims.

Instructions To Claims Administrator For Specific Excess Insurance

The TPA should provide a sum of the unpaid excess carrier excess liability under "Calculation of Specific Excess Coverage Entry for the Annual Reports". In addition, provide a list of claims for which specific excess credit is being claimed. This may be provided as a spreadsheet. Indicate in the list of claims the following information:

The list shall include the name of the claimant, claim number, date of injury, description of injury, carrier name and policy number, policy coverage period, retention level of policy and paid to date in indemnity or medical benefits, and the estimated future liability of the claim minus the total unpaid employer retention, which equals the total unpaid carrier liability, whether the claim has been reported to a carrier, if the claim has been accepted by the carrier, if the carrier has denied any part of the liability of the claim.

Refer to OSIP website for sample format of the Excess Credit Calculation form.

Calculation Of Specific Excess Coverage Entry For Annual Reports:

Enter the sum of the total unpaid carrier excess liability claimed from the "Specific Excess Insurance Policy Coverage". If none enter "0".

\$

Files Uploaded

Specific Excess Insurance Policy pages: 2019 Excess Credit Calculation Form (Submitted to DIR).xls

Certification

Administrating Agency's Certificate Number 157

Or/ Self Administered

I declare under penalty of perjury that I have prepared or caused this report to be prepared and I have examined this liabilities report to be prepared and I have examined this liabilities report of this self insurer's worker's compensation liabilities. To the best of my knowledge and belief this report is true, correct and complete with respect to the worker's compensation liabilities incurred and paid. I further declare under the penalty of perjury that the estimates of future liability of worker's compensation claims made in this report reflect the administrator's best judgement as to the future liability of claims, using prevailing industry standards, and the signatory intends Self Insurance Plans to rely upon the representation.

Agency Name	REDWOOD EMPIRE SCHOOLS INSURANCE GROUP		
Name	Chris Spencer		
Phone	(707) 836-0779	Fax	
Email Address	cspencer@resig.org		
Address 1	5760 Skylane Blvd., Ste 100		
Address 2			
City	Windsor	State	CA Zip 95492

Name of Person Legally Responsible for this Electronic Signature:

Christopher N Spencer (Date/Time of Signature) -09/27/2019 15:26



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Priorities

Priority 1 ✓

Priority 2 ✓

Priority 3 ✓

Priority 6 ✓

Priority 7 ✓

Self-Reflection Tool (Priority 1) – Appropriately Assigned Teachers, Access to Curriculum-Aligned Instructional Materials, and Safe, Clean and Functional School Facilities

This is the submission form for the local educational agency (school district, charter school, and county office of education) to complete on the local performance indicator for appropriately assigned teachers, access to curriculum-aligned instructional materials, and safe, clean and functional school facilities (Priority 1).

Standard: Local educational agency annually measures its progress in meeting the Williams settlement requirements at 100% at all of its school sites, as applicable, and promptly addresses any complaints or other deficiencies identified throughout the academic year, as applicable; and provides information annually on progress meeting this standard to its local governing board and to stakeholders and the public through the California School Dashboard (Dashboard).

Instructions: Local educational agency uses locally available information, including data currently reported through the School Accountability Report Card, and determines whether it report the results to its local governing board and through the self-reflection tool below. In the future, this information will be auto-populated within the Dashboard for local educational agencies that use the California Department of Education’s School Accountability Report Card template. Currently, all local educational agencies will need to provide the following information:

All fields marked with an asterisk (*) are required

Number/percentage of misassignments of teachers of English learners, total teacher misassignments, and vacant teacher positions: *

Number/percentage of students without access to their own copies of standards-aligned instructional materials for use at school and at home: *

0

Number of identified instances where facilities do not meet the “good repair” standard (including deficiencies and extreme deficiencies): *

0

Criteria:

Optional: Provide any additional information that the local educational agency believes is relevant to understanding its progress on meeting the requirements for appropriately assigned teachers, access to curriculum-aligned instructional materials, and safe, clean and functional school facilities.

Text limit is 1500 characters

Date taken to local governing board:

*

10/17/2019

Submit Responses

Clear Submission

Questions: lcff@cde.ca.gov (mailto:lcff@cde.ca.gov)

California Department of Education
1430 N Street
Sacramento, CA 95814



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Priorities

Priority 1 ✓

Priority 2 ✓

Priority 3 ✓

Priority 6 ✓

Priority 7 ✓

Self-Reflection Tool (Priority 2) – Implementation of State Academic Standards

This is the submission form for the local educational agency (school district, charter school, and county office of education) to complete on the local performance indicator for the implementation of state academic standards (Priority 2).

Standard: Local educational agency annually measures its progress implementing state academic standards and reports the results to its local governing board at a regularly scheduled meeting of the local governing board and to stakeholders and the public through the California School Dashboard (Dashboard).

Instructions: Local educational agency measures its progress using one of the self-reflective tools below and reports the results to its local governing board at a regularly scheduled meeting and through the Dashboard.

Local educational agencies may provide a narrative summary of their progress in the implementation of state academic standards based on locally selected measures or tools (Option 1). Alternatively, local educational agencies may complete the optional reflection tool (Option 2).

All fields marked with an asterisk (*) are required

Option 1: Narrative Summary

In the narrative box, identify the locally selected measures or tools that the local educational agency is using to track its progress in implementing the state academic standards adopted by the State Board of Education and briefly describe why the local educational agency chose the selected measures or tools.

Additionally, summarize the local educational agency's progress in implementing the academic standards adopted by the State Board of Education, based on the locally selected measures or tools. The adopted academic standards are:

- English Language Arts – Common Core State Standards for English Language Arts
- English Language Development (Aligned to Common Core State Standards for English Language Arts)
- Mathematics – Common Core State Standards for Mathematics
- Next Generation Science Standards
- History-Social Science
- Career Technical Education
- Health Education Content Standards
- Physical Education Model Content Standards
- Visual and Performing Arts
- World Language

Text is limited to 3000 characters

Option 2: Reflection Tool

Recently Adopted Academic Standards and/or Curriculum Frameworks

1. Rate the local educational agency's progress in providing professional learning for teaching to the recently adopted academic standards and/or curriculum frameworks identified below.

Rating Scale (lowest to highest): 1 – Exploration and Research Phase; 2 – Beginning Development; 3 – Initial Implementation; 4 – Full Implementation; 5 – Full Implementation and Sustainability

English Language Arts – Common Core State Standards for English Language Arts

1 2 3 4 5

English Language Development (Aligned to English Language Arts Standards)

1 2 3 4 5

Mathematics – Common Core State Standards for Mathematics

1 2 3 4 5

Next Generation Science Standards

1 2 3 4 5

History-Social Science

1 2 3 4 5

2. Rate the local educational agency's progress in making instructional materials that are aligned to the recently adopted academic standards and/or curriculum frameworks identified below available in all classrooms where the subject is taught.

Rating Scale (lowest to highest): 1 – Exploration and Research Phase; 2 – Beginning Development; 3 – Initial Implementation; 4 – Full Implementation; 5 – Full Implementation and Sustainability

English Language Arts – Common Core State Standards for English Language Arts

1 2 3 4 5

English Language Development (Aligned to English Language Arts Standards)

1 2 3 4 5

Mathematics – Common Core State Standards for Mathematics

1 2 3 4 5

Next Generation Science Standards

1 2 3 4 5

History-Social Science

1 2 3 4 5

3. Rate the local educational agency's progress in implementing policies or programs to support staff in identifying areas where they can improve in delivering instruction aligned to the recently adopted academic standards and/or curriculum frameworks identified below (e.g., collaborative time, focused classroom walkthroughs, teacher pairing)

Rating Scale (lowest to highest): 1 – Exploration and Research Phase; 2 – Beginning Development; 3 – Initial Implementation; 4 – Full Implementation; 5 – Full Implementation and Sustainability

English Language Arts – Common Core State Standards for English Language Arts

1 2 3 4 5

English Language Development (Aligned to English Language Arts Standards)

1 2 3 4 5

Mathematics – Common Core State Standards for Mathematics

1 2 3 4 5

Next Generation Science Standards

1 2 3 4 5

History-Social Science

1 2 3 4 5

Other Adopted Academic Standards

4. Rate the local educational agency's progress implementing each of the following academic standards adopted by the State Board of Education for all students.

Rating Scale (lowest to highest): 1 – Exploration and Research Phase; 2 – Beginning Development; 3 – Initial Implementation; 4 – Full Implementation; 5 – Full Implementation and Sustainability

Career Technical Education

1 2 3 4 5

Health Education Content Standards

1 2 3 4 5

Physical Education Model Content Standards

1 2 3 4 5

Visual and Performing Arts

1 2 3 4 5

World Language

1 2 3 4 5

Support for Teachers and Administrators

Rate the LEA's success at engaging in the following activities with teachers and school administrators during the prior school year (including the summer preceding the prior school year).

Rating Scale (lowest to highest): 1 – Exploration and Research Phase; 2 – Beginning Development; 3 – Initial Implementation; 4 – Full Implementation; 5 – Full Implementation and Sustainability

Identifying the professional learning needs of groups of teachers or staff as a whole

1 2 3 4 5

Identifying the professional learning needs of individual teachers

1 2 3 4 5

Providing support for teachers on the standards they have not yet mastered

1 2 3 4 5

Criteria:

Optional: Provide any additional information that the local educational agency believes is relevant to understanding its progress on meeting the requirements for implementation of state academic standards.

Text limit is 1500 characters

Date taken to local governing board:

*

10/17/2019

Submit Responses

Clear Submission

Questions: lcff@cde.ca.gov (mailto:lcff@cde.ca.gov)

California Department of Education
1430 N Street
Sacramento, CA 95814



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Priorities

Priority 1 ✓

Priority 2 ✓

Priority 3 ✓

Priority 6 ✓

Priority 7 ✓

Self-Reflection Tool (Priority 3) – Parent Engagement

This is the submission form for the local educational agency coordinator (school district, charter school, and county office) to complete on the local performance indicator for parent engagement (Priority 3).

Standard: The local educational agency (LEA) annually measures its progress in: (1) seeking input from parents in decision making; and (2) promoting parental participation in programs, and reports the results to its local governing board at a regularly scheduled meeting and to stakeholders and the public through the California School Dashboard (Dashboard).

Criteria: The LEA will assess its performance on a (Met, Not Met, or Not Met for Two or More Years) scale.

Evidence: The LEA measures its progress using the self-reflection tool included in the Dashboard, and reports these results to its local governing board at a regularly scheduled meeting and through the local data selection option in the Dashboard

Introduction: This self-reflection tool is organized into three sections. Each section includes promising practices in family engagement:

1. Building Relationships between School Staff and Families
2. Building Partnerships for Student Outcomes
3. Seeking Input for Decision-making

LEAs use this self-reflection tool to reflect on its progress, successes, needs and areas of growth in family engagement policies, programs, and practices. This tool will enable an LEA to engage in continuous improvement and determine next steps to make improvements in the areas identified.

The results of the process should be used to inform the LCAP and the development process, to assess prior year goals, actions and services as well as to plan or modify future goals, actions, and services in the LCAP.

For each statement in the table below:

1. Identify the diverse stakeholders that need to participate in the self-reflection process in order to ensure input from all groups of families, staff and students in the LEA, including families of unduplicated students and families of individuals with exceptional needs as well as families of underrepresented students.
2. Engage stakeholders in determining what data and information will be considered to complete the self-reflection tool. LEAs should consider how the practices apply to families of all student groups, including families of unduplicated students and families of individuals with exceptional needs as well as families of underrepresented students.
3. Based on the analysis of data, identify the number which best indicates the LEA's current stage of implementation for each practice using the following rating scale (lowest to highest):
 - 1 – Exploration and Research Phase
 - 2 – Beginning Development
 - 3 – Initial Implementation
 - 4 – Full Implementation
 - 5 – Full Implementation and Sustainability
4. Write a brief response to the prompts following each of the three sections.
5. Use the information from the self-reflection process to inform the LCAP and the LCAP development process, as well as the development of other school and district plans.

All fields marked with an asterisk (*) are required

Building Relationships

1. Rate the LEA's progress in developing the capacity of staff (i.e. administrators, teachers, and classified staff) to build trusting and respectful relationships with families. *

Rating Scale (lowest to highest): 1 – Exploration and Research Phase; 2 – Beginning Development; 3 – Initial Implementation; 4 – Full Implementation; 5 – Full Implementation and Sustainability

4 – Full Implementation

2. Rate the LEA's progress in creating welcoming environments for all families in the community. *

Rating Scale (lowest to highest): 1 – Exploration and Research Phase; 2 – Beginning Development; 3 – Initial Implementation; 4 – Full Implementation; 5 – Full Implementation and Sustainability

4 – Full Implementation

3. Rate the LEA's progress in supporting staff to learn about each family's strengths, cultures, languages, and goals for their children. *

Rating Scale (lowest to highest): 1 – Exploration and Research Phase; 2 – Beginning Development; 3 – Initial Implementation; 4 – Full Implementation; 5 – Full Implementation and Sustainability

4 – Full Implementation

4. Rate the LEA's progress in developing multiple opportunities for the LEA and school sites to engage in 2-way communication between families and educators using language that is understandable and accessible to families. *

Rating Scale (lowest to highest): 1 – Exploration and Research Phase; 2 – Beginning Development; 3 – Initial Implementation; 4 – Full Implementation; 5 – Full Implementation and Sustainability

4 – Full Implementation

Dashboard Narrative Box

Briefly describe the LEA's current strengths and progress in this area and identify a focus area for improvement, including how the LEA will improve the engagement of underrepresented families. *

The District fully funds three family advocates assigned to school sites, whose job responsibilities include being a liaison between families and school staff. The District is currently engaged in an Excellence Through Equity process to

Text is limited to 3000 characters

Building Partnerships for Student Outcomes

5. Rate the LEA's progress in providing professional learning and support to teachers and principals to improve a school's capacity to partner with families.

*

Rating Scale (lowest to highest): 1 – Exploration and Research Phase; 2 – Beginning Development; 3 – Initial Implementation; 4 – Full Implementation; 5 – Full Implementation and Sustainability

3 – Initial Implementation

6. Rate the LEA's progress in providing families with information and resources to support student learning and development in the home. *

Rating Scale (lowest to highest): 1 – Exploration and Research Phase; 2 – Beginning Development; 3 – Initial Implementation; 4 – Full Implementation; 5 – Full Implementation and Sustainability

3 – Initial Implementation

7. Rate the LEA's progress in implementing policies or programs for teachers to meet with families and students to discuss student progress and ways to work together to support improved student outcomes. *

Rating Scale (lowest to highest): 1 – Exploration and Research Phase; 2 – Beginning Development; 3 – Initial Implementation; 4 – Full Implementation; 5 – Full Implementation and Sustainability

4 – Full Implementation

8. Rate the LEA's progress in supporting families to understand and exercise their legal rights and advocate for their own students and all students. *

Rating Scale (lowest to highest): 1 – Exploration and Research Phase; 2 – Beginning Development; 3 – Initial Implementation; 4 – Full Implementation; 5 – Full Implementation and Sustainability

4 – Full Implementation

Dashboard Narrative Box

Briefly describe the LEA's current strengths and progress in this area and identify a focus area for improvement, including how the LEA will improve the engagement of underrepresented families. *

The District's Family Advocates are engaged in developing and providing a wide range of development and training opportunities for parents that complement the staff's work with Epoch Education and the Excellence Through

Text is limited to 3000 characters

Seeking Input for Decision Making

9. Rate the LEA's progress in building the capacity of and supporting principals and staff to effectively engage families in advisory groups and with decision-making. *

Rating Scale (lowest to highest): 1 – Exploration and Research Phase; 2 – Beginning Development; 3 – Initial Implementation; 4 – Full Implementation; 5 – Full Implementation and Sustainability

3 – Initial Implementation

10. Rate the LEA's progress in building the capacity of and supporting family members to effectively engage in advisory groups and decision-making. *

Rating Scale (lowest to highest): 1 – Exploration and Research Phase; 2 – Beginning Development; 3 – Initial Implementation; 4 – Full Implementation; 5 – Full Implementation and Sustainability

4 – Full Implementation

11. Rate the LEA's progress in providing all families with opportunities to provide input on policies and programs, and implementing strategies to reach and seek input from any underrepresented groups in the school community. *

Rating Scale (lowest to highest): 1 – Exploration and Research Phase; 2 – Beginning Development; 3 – Initial Implementation; 4 – Full Implementation; 5 – Full Implementation and Sustainability

3 – Initial Implementation

12. Rate the LEA's progress in providing opportunities to have families, teachers, principals, and district administrators work together to plan, design, implement and evaluate family engagement activities at school and district levels. *

Rating Scale (lowest to highest): 1 – Exploration and Research Phase; 2 – Beginning Development; 3 – Initial Implementation; 4 – Full Implementation; 5 – Full Implementation and Sustainability

4 – Full Implementation

Dashboard Narrative Box

Briefly describe the LEA's current strengths and progress in this area and identify a focus area for improvement, including how the LEA will improve the engagement of underrepresented families. *

The District's work to address equity is anchored in our desire to remove barriers to full participation by all of our families.

Text is limited to 3000 characters

Date taken to local governing board:

*

10/17/2019

Submit Responses

Clear Submission

Questions: lcff@cde.ca.gov (mailto:lcff@cde.ca.gov)

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Sacramento, CA 95814



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Priorities

Priority 1 ✓

Priority 2 ✓

Priority 3 ✓

Priority 6 ✓

Priority 7 ✓

Self-Reflection Tool (Priority 6) – School Climate

This is the submission form for the local educational agency coordinator (school district, charter school, and county office) to complete on the local performance indicator for school climate (Priority 6).

Standard: The LEA administers a local climate survey at least every other year that provides a valid measure of perceptions of school safety and connectedness, such as the California Healthy Kids Survey, to students in at least one grade within the grade span(s) that the LEA serves (e.g., K–5, 6–8, 9–12), and reports the results to its local governing board at a regularly scheduled meeting of the local governing board and to stakeholders and the public through the California School Dashboard.

Evidence: The LEA administers a survey, as specified, and reports the results to its local governing board and through the local data selection option in the Dashboard.

Local educational agencies (LEAs) will provide a narrative summary of the local administration and analysis of a local climate survey that captures a valid measure of student perceptions of school safety and connectedness in at least one grade within the grade span (e.g., K–5, 6–8, 9–12) in a text box provided in the California School Dashboard. LEAs will have an opportunity to include differences among student groups, and for surveys that provide an overall score, such as the California Healthy Kids Survey, report the overall score for all students and student groups. This summary may also include an analysis of a subset of specific items on a local survey and additional data collection tools that are particularly relevant to school conditions and climate. The following are suggested guiding questions to help frame the narrative summary:

1. **DATA:** Reflect on the key learnings from the survey results and share what the LEA learned.
2. **MEANING:** What do the disaggregated results (if applicable) of the survey and other data collection methods reveal about schools in the LEA, such as areas of strength or growth, challenges, and barriers?
3. **USE:** What revisions, decisions, or actions has, or will, the LEA implement in response to the results for continuous improvement purposes? Why? If you have already implemented actions, did you see the results you were seeking?

Text is limited to 3000 characters

The District administers the Youth Truth Survey to all students, grades 3 - 12, all staff, and all parents. Results from all groups indicated a need to work to develop stronger relationships. That has inspired our work in the Excellence

Criteria:

Optional: Provide any additional information that the local educational agency believes is relevant to understanding its progress on school climate.

Text is limited to 1500 characters

Date taken to local governing board:

*

Submit Responses

Clear Submission

Questions: lcff@cde.ca.gov (mailto:lcff@cde.ca.gov)

California Department of Education
1430 N Street
Sacramento, CA 95814



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 - Priority 1 ✓
 - Priority 2 ✓
 - Priority 3 ✓
 - Priority 6 ✓
 - Priority 7 ✓

Self-Reflection Tool (Priority 7) – Access to a Broad Course of Study

Standard: Local educational agencies (LEAs) annually measure their progress in the extent to which students have access to, and are enrolled in, a broad course of study that includes the adopted courses of study specified in the California Education Code for Grades 1-6 and Grades 7-12 , as applicable, including the programs and services developed and provided to unduplicated students and individuals with exceptional needs, and report the results to their local governing board at regularly scheduled meetings of the local governing board and to stakeholders and the public through the Dashboard.

Evidence: The LEA responds to the self-reflection tools as specified and reports the results to its local governing board and through the local data selection option in the Dashboard.

Approach for Self-Reflection Tool to Use as Evidence

LEAs provide a narrative summary of the extent to which all students have access to and are enrolled in a broad course of study by addressing, at a minimum, the following four prompts:

- 1. Briefly identify the locally selected measures or tools that the LEA is using to track the extent to which all students have access to, and are enrolled in, a broad course of study, based on grade spans, unduplicated student groups, and individuals with exceptional needs served.**

The District is working with Ed Trust West to conduct transcript audits. Staff also manually reviews student data from Aeries to evaluate the extent to which all students have access to and are enrolled in a broad course of study.

Text is limited to 3000 characters

2. Using the locally selected measures or tools, summarize the extent to which all students have access to, and are enrolled in, a broad course of study. The summary should identify any differences across school sites and student groups in access to, and enrollment in, a broad course of study. LEAs may describe progress over time in the extent to which all students have access to, and are enrolled in, a broad course of study.

Our investigations indicate that all students have access to, and are enrolled in a broad course of study. While all students have access, we are concerned with students' achievement in the course work.

Text is limited to 3000 characters

3. Given the results of the tool or locally selected measures, identify the barriers preventing the LEA from providing access to a broad course of study for all students.

We are able to provide access to a broad course of student for all students.

Text is limited to 3000 characters

4. In response to the results of the tool or locally selected measures, what revisions, decisions, or new actions will the LEA implement, or has the LEA implemented, to ensure access to a broad course of study for all students?

We will continue to provide a broad course of study for all students, while investigating possible interventions to ensure greater success for all students.

Text is limited to 3000 characters

Additional information about enrollment in courses and the number of courses offered in different subjects at schools is available on the California Department of Education DataQuest web page (<https://data1.cde.ca.gov/dataquest/page2.asp?Level=District&subject=Course>).

Criteria:

Optional: Provide any additional information that the local educational agency believes is relevant to understanding its progress on the extent to which students have access to, and are enrolled in, a broad course of study.

Text is limited to 1500 characters

Date taken to local governing board:

*

10/17/2019

Submit Responses

Clear Submission

Questions: lcff@cde.ca.gov (mailto:lcff@cde.ca.gov)

California Department of Education
1430 N Street
Sacramento, CA 95814

BUSINESS & FINANCE

SHORELINE UNIFIED SCHOOL DISTRICT

P.O. Box 198 Tomales, California 94971 (707) 878-2266 FAX: (707) 878-2554



October 17, 2019

To: The Board of Trustees
From: Bob Raines, Superintendent
Re: Public Opinion Polling Firm Proposals

I have attached proposals from three public opinion polling firms, in response to the Board's request to see information from additional companies who could provide data about voters' positions on various aspects of a parcel tax renewal initiative.

The proposals are summarized on the page following this memo.

Given the importance of the revenue from the parcel tax to our ability to provide enriched programs for our students, I recommend that the Board carefully consider each of the proposals, and select one this evening. The District could then begin gathering information about the opinions of our voters, and their willingness to support various potential modifications to our parcel tax, including the amount, the escalator, and any exemptions to selected homeowner groups.

TOMALES ELEMENTARY	BODEGA BAY ELEMENTARY	TOMALES HIGH SCHOOL	WEST MARIN ELEMENTARY	INVERNESS PRIMARY
(707) 878-2214	(707) 875-2724	SHORELINE HIGH SCHOOL	(415) 663-1014	(415) 669-1018
FAX: 878-2467	FAX: 875-2182	INDEPENDENT STUDY SCHOOL	FAX: 663-8558	FAX: 669-1581
		(707) 70-286		TRANSPORTATION
		FAX: 707-787		(707) 878-2221

**Summary of Survey Consultant Bids, October 2019
Shoreline Unified School District**

Firm	Primary Contact	Fee*	Notes about Proposed Fee
EMC Research, Inc. 436 14th Street, Suite 820 Oakland, CA 94612	Jessica Polsky, Senior Vice President (510) 550-8933 jessica@emcresearch.com	\$24,900	Mixed-mode Telephone and Email-to-Web Survey of estimated 150 voters in the District (15 minutes)
Fairbank, Maslin, Maullin, Metz & Associates 1999 Harrison Street, Suite 2020 Oakland, CA 94612	David Metz, President (510) 451-9521 dave@fm3research.com	\$21,850 to \$25,750	Dual-mode voter survey (interviews conducted via telephone and online), 200-300 likely voters, 15-20 minutes (45-70 individual questions)
Godbe Research 1575 Old Bayshore Highway, Suite 102 Burlingame, CA 94010	Charles Hester, Vice President (650) 288-3020 cwhester@godberesearch.com	\$24,250 to \$27,975	Hybrid Interney/Telephone Survey of up to 300 (n=300) District Voters, 15-20 minutes

*All presented fees include Spanish translation and interviewers, ranging in cost from \$1,175 to \$2,000.



To: Bob Raines- Superintendent, Shoreline Unified School District
From: EMC Research
Date: October 4, 2019
Re: Proposal for Opinion Research Services

Thank you for the opportunity to submit this proposal to conduct opinion research services on behalf of Shoreline Unified School District. This proposal outlines the proposed scope of services related to a voter survey, as well as some background information about EMC Research. We look forward to the prospect of working with you. Please feel free to contact Jessica Polsky (Jessica@EMCresearch.com or 510-550-8933) if you have any questions at all.

Project Purpose

The purpose of this project would be to conduct a statistically valid survey to evaluate the opinions of voters in Shoreline Unified School District regarding a possible parcel tax measure for 2020 and related issues such as perceptions of the District and priorities for education.

In addition to conducting a poll, EMC will work with the District and its chosen consultants to provide research-based recommendations on strategy, outreach, timing and other tactical decisions.

The survey would be designed to provide the District with:

- A representative overview of the District's voters
- Ratings and current perceptions of the District;
- The appropriate amount, structure and timing for a measure
- An assessment of the likelihood of success of a ballot measure
- The type of projects that are most important to those who will vote
- The themes and messages that will assist in reaching a successful outcome
- Suggested areas for public education and community outreach

Methodology and Scope

Our review of the registered voter rolls reveals just over 3,800 within the Shoreline Unified School District jurisdiction. Based on the size of this electorate, we recommend a mixed-mode telephone and email-to-web study among an estimated 150 voters in the District. We estimate that 150 interviews is the maximum number possible for a jurisdiction of this size. The margin of error on a sample size of 150 is plus or minus 8.0 percentage points.

A mixed-mode methodology will help maximize sample size and representativeness by reaching voters in multiple ways. This approach allows us to combine the growing reach and efficiency of online survey methodologies, particularly among populations who may not be inclined to answer their phones, with more traditional telephone interviewing for those who prefer a live interviewer or for whom an email address is not available from the voter file. The availability of email addresses among voters in the Shoreline Unified School District is reasonably good (about 35% of voters in the District have emails available).

EMCresearch.com

COLUMBUS, OH
614-268-1660

IRVING, TX
972-717-7427

OAKLAND, CA
510-844-0680

ORLANDO, FL
407-704-6208

PORTLAND, OR
503-444-6000

SEATTLE, WA
206-652-2454

WASHINGTON, D.C.
202-686-5900

EMC Research Proposal to Shoreline Unified School District

Our experience conducting mixed-mode research in similarly small jurisdictions leads us to believe that the maximum number of interviews feasible will be 150. However, this methodology does not limit the number of potential responses and we will accept all completed surveys for data analysis.

EMC has vast experience conducting successful polling in small jurisdictions and we have proven success in maximizing the number of interviews while ensuring that the sample is demographically representative of the electorate.

Anticipated Survey Length

We anticipate an average interview length of approximately 15 minutes in order to provide you with in-depth feedback from voters that will aid in making strategic decisions related to a potential measure.

Questionnaire Development

EMC would prepare a draft survey instrument to review with a team designated by the District, collect feedback, and revise as needed until the District is satisfied with the content.

The content of the questionnaire will be developed following a thorough review of the district's goals and questions, along with any available background materials. We would expect to include questions regarding:

- Ratings of the District, quality of schools, and management of money
- Perception of need for additional funding for local schools
- Receptiveness to a potential bond and/or parcel tax measure
- General attitudes about taxes and the importance of funding public education
- Reaction to proposed measure elements
- The impact of various message themes
- Vulnerability to opposition message themes
- Demographics

EMC would be available for meetings or teleconferences to review and revise the draft survey instrument with the District and consultant team.

Data Collection

After each day of interviewing, demographic variables will be tracked to ensure that they are falling within the appropriate proportions compared to the voter population.

Data Analysis and Reporting of Results

Upon completion of interviewing, EMC Research will conduct an extensive statistical analysis of the data gathered from the survey. The key steps include: tabulating survey results, designing and generating cross-tabulations and other statistical tables as needed, and performing in-depth analysis of the data.

EMC Research will create a PowerPoint Presentation of key findings, analysis, and recommendations. In reporting the results of the survey, we will provide you with clear, concise analysis and strategic recommendations to meet your goals, with emphasis on making the data understandable and usable.

EMC will provide ongoing assistance as needed until the Board makes a decision about whether to place a measure on the ballot. We provide opinion research as a service, not a product, and we make ourselves available for further consultation and analysis, at no additional cost.



In summary, for this project, EMC will:

- Develop the final research design in consultation with the District and consultant team;
- Design a survey questionnaire in consultation with the District and consultant team;
 - *Deliverable: final poll questionnaire*
- Collect survey data through interviews conducted by telephone on landlines and cell phones from a central telephone bank, supervised by an on-duty supervisor;
- Adapt the questionnaire for online application; program and host the survey using professional survey software; manage the deployment of survey invitations via email; and collect survey responses online;
- Monitor data collection daily to ensure the process is going according to plan, and adjust strategies as needed to ensure a representative sample of District voters;
- Tabulate, code, clean, and weight the survey data from both modes;
 - *Deliverable: topline poll results*
- Perform in-depth analysis of the data;
- Produce cross-tabulations of voter responses based on key demographic information;
 - *Deliverable: crosstabs*
- Prepare a report of results with charts, analysis, and recommendations;
 - *Deliverable: detailed report, including graphic presentation of key findings, analysis and recommendations*
- Present results and analysis as needed; and,
- Be available for consultation on findings and strategy.

Cost

The not-to-exceed cost for a survey as outlined above, including 150 interviews via mixed-mode methodology among Shoreline Unified School District voters, approximately 15 minutes in length, would be as shown in the table below, depending on the survey length.

In addition to all aspects of conducting the survey, the proposed costs include reasonable consulting and presentation of results. We will work together with the District and consultant team through to a Board decision.

There are many factors considered in our pricing, and EMC Research is committed to providing competitive prices for our clients. We would be happy to discuss the assumptions used in determining the price below. If any of the assumptions change during the design or fielding phase of the research, the price would be adjusted accordingly. We are also able to offer Spanish language interviewing for an additional fee.

Methodology	Sample Size	Survey Length	Price
Mixed-mode Telephone and Email-to-Web Survey	150 Interviews	15 minutes	\$22,900
Spanish Language Interviewing			\$2,000



EMC Research Proposal to Shoreline Unified School District

EMC Research: Firm Information

EMC Research, Inc. is a full-service opinion research and strategic consulting firm serving a broad range of public and private sector clients. Founded in 1989, EMC Research is a team of nearly 50 professionals with decades of research experience that we apply to every project. From offices in Oakland, Portland, Seattle, Columbus, and Washington D.C., we serve clients in local and state government agencies, public, non-profit, corporate and campaign organizations, and advocacy groups.

EMC brings **thirty years of experience and expertise in working on successful education revenue measures**. Our professionals have conducted voter surveys on behalf of school districts throughout California as the districts have sought to secure funding for educational and capital improvements. We are especially skilled at using the polling process to assist with building key stakeholder support, communicating findings in a clear and understandable manner, and providing clear, actionable recommendations for our clients. Our work will help the district understand overall voter tolerance for a revenue measure and identify language and themes that will help you connect with voters in the area.

We have assisted our school district clients in evaluating funding options, choosing funding mechanisms, crafting ballot measures, and even navigating controversial issues. Our work has been focused on voter communications and we have developed a **comprehensive strategy for testing messages about the need for education funding**. Our research has provided a roadmap for many successful revenue measures. In 2018, we provided research that set the path for successful bond measures in Davis Unified School District, West Valley-Mission Community College District, Pittsburg Unified School District, Fremont Union High School District, Milpitas Unified School District, Monterey Peninsula Unified School District, Mountain View-Los Altos High School District, Cabrillo Unified School District and Peralta Community College District.

For all of our projects, we are committed to not only conducting high-quality research, but also to helping our clients get the best possible use out of the research and analysis. In addition to presenting results in-person, EMC Research provides ongoing assistance in developing strategies and techniques based on our research findings. We provide opinion research as a service, not a product, and we will remain available for further consultation and analysis as long as the research is used.

Some of our recent K-12 school district clients include:

- Alameda Unified School District (bond measure & parcel tax)
- Aromas-San Juan Unified School District (parcel tax)
- Berryessa School District (bond & parcel tax)
- Brawley Elementary School District (bond measure)
- Cabrillo Unified School District (parcel tax)
- Cambrian Elementary School District (parcel tax)
- Campbell Elementary School District (bond measure & parcel tax)
- Cupertino Union School District (parcel tax & bond)
- Castro Valley Unified School District (bond measure)
- Chico Unified School District (bond measure)
- Davis Unified School District (parcel tax)
- East Side Union High School District (parcel tax)
- Fremont Union High School District (bond measure and parcel tax)



Hollister School District (bond measure)
Lakeside Joint School District (parcel tax)
Loma Prieta Joint Union School District (parcel tax)
Los Altos School District (bond measure & parcel tax)
Los Angeles Unified School District (revenue measure)
Los Gatos Union Elementary School District (bond measure & parcel tax)
Los Gatos-Saratoga Joint Union High School District (bond measure & parcel tax)
Los Nietos School District (bond measures)
Mill Valley School District (parcel tax)
Milpitas Unified School District (bond measure & parcel tax)
Monterey Peninsula Unified School District (parcel tax & bond measure)
Moreland School District (bond measure & parcel tax)
Mount Diablo Unified School District (bond measure & parcel tax)
Mountain View-Los Altos High School District (bond measure)
Orcutt Union School District (bond measure & parcel tax)
Palmdale School District (bond measure)
Pittsburg Unified School District (bond measure)
San Jose Unified School District (bond measure & parcel tax)
San Mateo-Foster City School District (bond measure & parcel tax)
San Ramon Valley Unified School District (bond measure & parcel tax)
Saratoga Joint Union School District (parcel tax)
Union School District (bond measure & parcel tax)
Wiseburn Unified School District (bond measure)

Project Team

The research on behalf of Shoreline Unified School District would be led by EMC Senior Vice President Jessica Polsky. Jessica leads most of EMC's work on behalf of public education clients, and has recent experience completing mixed-mode surveys in similarly sized jurisdictions such as Wiseburn Unified School District and Mendocino Coast Hospital District. She worked with several school districts that successfully passed revenue measures in 2018 including Davis Unified School District, West Valley-Mission Community College District, Pittsburg Unified School District, Fremont Union High School District, Milpitas Unified School District, Monterey Peninsula Unified School District, Cabrillo Unified School District and Peralta Community College District. Jessica's biography is below.

Jessica Polsky, Senior Vice President

Jessica brings her high standards for accuracy and attention to detail to every project she manages for EMC clients.

From her study of social psychology, Jessica uses her knowledge of psychological influences on decision-making to provide an understanding of underlying motivations. Her expertise informs her research design, and allows her analysis to look beyond the obvious to uncover unique recommendations and strategies.



EMC Research Proposal to Shoreline Unified School District

Jessica truly enjoys finding solutions to client problems and helping them succeed in implementing improvements that impact everyday lives. Her clients include many public agencies, and her research has resulted in billions of dollars in revenue for local schools, parks and open space districts, successful campaigns to expand water conservation and improved access to health care for the underserved.

Prior to joining EMC research in 2007, Jessica pursued contemporary jazz dance and was a law clerk at a disability rights law firm. Jessica still loves jazz music and dance and along with her husband, enjoys cooking, hiking, and window shopping along the Bay Area's many commercial corridors. Her spare time is consumed with her young family.

Jessica has a BA in Psychology from the University of Michigan and MA in Social Psychology from San Francisco State University.

References

Below are a few recent education clients for whom we have performed similar services. We are happy to provide additional references if helpful.

Fremont Union High School District

Polly Bove, Superintendent
589 W. Fremont Ave
Sunnyvale, CA 94087
(408) 522-2201
polly_bove@fuhisd.org

Union Elementary School District

Denise Coleman, Superintendent
5175 Union Avenue
San Jose, CA 95124
408-377-8010
colemamd@unionsd.org

Davis Unified School District

Bruce Colby, Chief Business and Operations Officer
526 B Street
Davis, CA 95616
530-757-5300 ext. 122
bcolby@djud.net



Proposal to Provide Parcel Tax Measure Viability Research for the Shoreline Unified School District



Contact:

Dave Metz

Partner & President



OPINION
RESEARCH
& STRATEGY

October 4, 2019

921-5373



TO Bob Raines, Superintendent
Shoreline Unified School District

FROM Dave Metz & Laura Covarrubias
FM3 Research

RE: Proposal to Provide Parcel Tax Measure Viability Research for the Shoreline Unified School District

DATE October 4, 2019

Fairbank, Maslin, Maullin, Metz & Associates (FM3) is pleased to submit this proposal to conduct research evaluating the viability of a 2020 ballot measure to extend the Shoreline Unified School District (SUSD)'s existing parcel tax, in place since 1984, which is otherwise scheduled to sunset in 2021.

As you may know, the ballot measure research that FM3 conducts for our public agency clients not only assists in drafting the most compelling 75-word ballot label possible, but also quantitatively identifies which unique educational information resonates most with that agency's constituents when engaging in community outreach and education, thus providing a thematic and communications roadmap for securing the required level of support. The efficacy of this approach is demonstrated by our firm's **success rate of over 95 percent** since its 1981 inception – with a total of **533 local tax and bond measures approved for California agencies** in every region of the state, including **66 on the November 2018 ballot** alone.

FM3 also has a comprehensive understanding of public attitudes on the issue of K-12 funding. Our research has helped secure voter approval for **153 local K-12 school finance measures throughout California** which have generated more than \$51 billion in capital funding and tens of millions more in ongoing operational funds. We understand the school funding issue from every angle, and our research continues to document ongoing trends in public opinion on this topic – such as the recent rise in awareness of local K-12 funding needs that resulted from the large-scale teacher strikes earlier this year – which SUSD may be able to leverage to help you secure approval for a parcel tax measure in 2020.

We would be very excited to work with you, and we have developed this proposal to help you learn about the unique benefits of partnering with our firm on this project. The proposal is organized into three sections: **Section 1** discusses FM3's relevant experience; **Section 2** summarizes methodological considerations for the research; and **Section 3** outlines FM3's proposed research specifications and estimated costs.

1 RELEVANT EXPERIENCE

1.1 Parcel Tax Experience

FM3 extensive experience providing research to help pass parcel tax measures for California’s local agencies. Parcel tax measures can be among the most challenging local taxes to pass given the required two-thirds approval threshold enshrined by Proposition 13. However, despite the challenges inherent in this financing mechanism, agencies throughout California regularly pursue—and secure—voter approval for local parcel tax measures. FM3 has aided numerous school districts—as well as cities, counties, and special districts—in designing parcel tax measures that have achieved the threshold of support required for passage. Our experience has identified the most direct route to success with this funding mechanism: crafting ballot language that highlights the service and infrastructure improvements that were quantitatively found to be the highest priorities for local voters, while emphasizing strict accountability provisions written into the measure.

Further, as you are no doubt aware, the California Supreme Court’s August 2017 decision in *California Cannabis Coalition et al vs. City of Upland* may radically change the dynamics of passing local parcel tax measures in California by providing a pathway for securing voter approval of new dedicated local taxes with a simple-majority vote for the first time in more than two decades. This reduced, simple-majority threshold may apply to all local special tax measures - including parcel taxes - that are brought to the ballot via the initiative process (using signatures) rather than by the governing board of a local government agency. This new path to securing voter approval for local parcel taxes was successfully utilized for the first time by the San Francisco Unified School District in the June 2018 election, the outcome of which is currently being litigated. Despite this legal uncertainty, should the District’s survey find support for a parcel tax measure above the simple-majority threshold, but shy of a two-thirds supermajority, members of your community may still view this finding as positive and useful should they seek to pursue this new approach.

California agencies that have passed parcel taxes using FM3’s research and consulting services are shown in Figure 1 below and continue on the following page.

Figure 1: FM3 Successful Parcel Tax Measures (1988 – Present)

Agency	Tax Rate	Measure	Election Date
Los Angeles County Flood Control District	\$.025/sq.ft.	Measure W	November 2018
Southern Marin Fire Protection District	\$200	Measure U	November 2018
Tahoe-Truckee Unified School District	\$148	Measure AA	November 2018
Evergreen School District	\$125	Measure EE	November 2018
Manhattan Beach Unified School District	\$225	Measure MB	June 2018
Ravenswood City School District	\$196	Measure Q	June 2018
City of Orinda	\$69	Measure J	June 2018
City of Desert Hot Springs	\$267.60	Measure B	November 2017
Arcadia Unified School District	\$288	Measure A	March 2017
Los Angeles County Regional Park & Open Space District	\$.015/sq.ft.	Measure A	November 2016
Mountain Communities Healthcare District	\$114	Measure G	November 2016
Apple Valley Fire Protection District	\$126.90	Measure A	November 2016

Agency	Tax Rate	Measure	Election Date
Monterey Peninsula Regional Park District	\$25.26	Measure E	November 2016
City of Culver City	\$99	Measure CW	November 2016
Rodeo-Hercules Fire Protection District	\$216	Measure O	November 2016
San Francisco Bay Restoration Authority	\$12	Measure AA	June 2016
Marin Emergency Radio Authority	\$29	Measure A	November 2014
City of San José	\$29.84	Measure B	June 2014
Evergreen School District	\$100	Measure H	June 2014
Santa Clara Valley Water District	\$56	Measure B	November 2012
City of Wildomar	\$28	Measure Z	November 2012
Arcadia Unified School District	\$228	Measure A	March 2012
City of Riverside	\$19	Measure I	November 2011
Mountain Communities Healthcare District	\$118	Measure T	June 2011
Tahoe Truckee Unified School District	\$135	Measure A	March 2011
County of Marin	\$24	Measure M	November 2010
City of Desert Hot Springs	\$121	Measure G	June 2010
Milpitas Unified School District	\$84	Measure B	June 2010
City of Santa Cruz	\$94	Measure E	November 2008
Evergreen School District	\$90	Measure T	November 2008
Franklin-McKinley School District	\$72	Measure U	November 2008
City of Orinda	\$39	Measure E	June 2008
City of Monrovia	\$62	Measure L	February 2008
Mountain Communities Healthcare District	\$118	Measure P	November 2006
City of Santa Monica	\$84	Measure V	November 2006
City of San José	\$25	Measure S	November 2004
Palm Drive Healthcare District	\$155	Measure W	November 2004
East Bay Regional Park District	\$12	Measure CC	November 2004
City of Oakland	\$75	Measure Q	November 2004
Alum Rock Unified School District	\$100	Measure R	November 2004
County of Los Angeles	\$.03/sq.ft.	Measure B	November 2002
Santa Monica-Malibu Unified School District	\$98	Measure Y	November 2000
Consolidated Fire Protection District of Los Angeles County	\$66.06	Proposition E	June 1997
Santa Monica-Malibu Unified School District	\$68	Measure K	November 1994
Berkeley Unified School District	\$.095/sq.ft.	Measure B	November 1994
Santa Monica-Malibu Unified School District	\$58	Measure TT	November 1988

1.2 Experience Conducting Accurate Research in Modestly Sized Electorates

With a total of just 3,476 likely November 2020 voters in the Shoreline Unified School District, conducting a voter opinion survey that is both statistically reliable and generalizable to the broader electorate will require the research team to overcome a specific set of challenges. In the current communications environment, securing adequate participation from respondents presents an ever-growing challenge for research organizations of all types – a challenge that is exacerbated in instances when the population of interest presents a relatively small number of potential respondents to begin with. To overcome this, FM3 uses a set of protocols developed by our firm to ensure that our surveys achieve a high response rate and a sufficient level of valid responses.

FM3 has successfully conducted research in dozens of communities similar in size to Shoreline USD. Over the course of more than three decades working in these communities, our firm has developed a unique set of protocols which ensure that our surveys achieve an adequate sample size even when the pool of registered voters in the subject jurisdiction is small. Some of these protocols are very simple (such as arranging call-back appointments for potential respondents who are willing to take the survey but are unable to do so when initially reached); some are slightly more involved, such as matching residents' names with current email addresses and telephone numbers (landline and cellular) that are accessible through commercially obtainable consumer records so that residents who have recently changed their email address or telephone number are able to participate in the survey; and others are more complex, such as utilizing FM3's innovative dual-mode internet-telephone data collection methodology which is described in detail in Section 2.1 of this proposal. Together, these protocols have enabled FM3 to maintain incidence rates—the willingness of eligible respondents to take our surveys—that are above the industry standard since the firm's inception.

A partial listing of California local school districts with electorates roughly similar in size to that of Shoreline USD (or smaller) which have utilized FM3's research services to pass a school finance measure since 2008 include (Bay Area districts are underlined) **Carpinteria Unified School District**, **Caruthers Unified School District** (two measures), **Coalinga-Huron Joint Unified School District**, **Firebaugh-Las Deltas Unified School District**, **Golden Plains Unified School District**, **Healdsburg Unified School District** (two measures), **Helendale School District**, **Ravenswood School District** (three measures), **Rosemead School District**, **South Monterey County Joint Union High School District** (two measures), **Spreckels Union School District**, and **St. Helena Unified School District**, among others.

Similarly, examples of California cities of analogous size to (or smaller than) Shoreline USD that have utilized FM3's research and consulting services to help pass local finance measures include (Bay Area cities are underlined) **Big Bear Lake**, **Canyon Lake** (two measures), **Capitola** (two measures), **Carpinteria** (two measures), **Chowchilla**, **Clearlake**, **Cloverdale**, **Commerce**, **Cotati** (two measures), **Delano** (two measures), **East Palo Alto** (two measures), **Grover Beach** (three measures), **Healdsburg**, **Kingsburg**, **Lakeport**, **La Palma**, **Larkspur** (two measures), **Los Alamitos**, **Marina**, **Morro Bay**, **San Anselmo**, **Sanger** (two measures), **Santa Fe Springs** (two measures), **Santa Paula** (two measures), **Sausalito**, **Seaside** (three measures), **St. Helena**, and **Wasco**, among other communities.

1.3 Marin County Experience

FM3 would bring our knowledge and familiarity with the local issues and political landscape of Marin County, as well as our vast library of historic public opinion data from local residents and voters, to enhance the research we design for the Shoreline Unified School District. FM3 has a steady research presence throughout Marin County, and our firm conducts between five and ten research projects within the County and among its constituent communities in any given year. Our team is therefore intimately familiar with not just the issues, but the cycles and rhythms of local public opinion and its evolution over time.

FM3's diverse Marin County clientele, both past and present, includes the following public agencies and private organizations, among others:

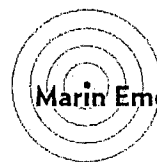
- In 2018 FM3 continued to provide research for a pair of long-term Marin County public agency clients, including the **City of Sausalito** (to evaluate residents' perceptions of City services) and the **Southern Marin Fire Protection District** (in support of **Measure U**, which established a new \$200/year parcel tax for fire protection and was approved with 74.6 percent support in the November 2018 election).




- FM3 conducted several surveys between 2011 and 2013 on behalf of the **City of Larkspur** to assess potential funding mechanisms, ultimately leading to the passage of **Measure C**—a one-half cent general purpose tax measure with a five-year sunset—with 75.8 percent support in 2013. Despite being a general-purpose measure, the Larkspur City Council has devoted nearly all of those new funds to street and road repairs. In 2017, FM3 conducted a new survey for Larkspur as the City looked toward potentially extending **Measure C** in November 2017. The 2017 Larkspur survey evaluated the viability of both extending the existing sales tax as well as establishing a new, higher rate of three-quarters of a cent, to provide additional funding for street and roadway repairs. Using the strategic advice provided by FM3, **Measure B** passed with 67 percent of the vote.



- In 2016, FM3 provided research for the successful re-election campaign of **Marin County District 3 Supervisor Kate Sears**.
- FM3 served as the polling firm for the **Marin Emergency Radio Authority (MERA)** in 2013 and 2014, over the course of the agency's efforts to evaluate the viability of, and ultimately secure voter approval for a countywide parcel tax to fund essential upgrades to Marin County's 9-1-1 emergency communications system. MERA initially faced significant voter skepticism about its finance measure despite the critical nature of the infrastructure upgrades it would fund; however, the Authority and its consulting team leveraged the thematic and communications roadmap



provided by FM3's polling to effectively communicate the urgent need for the measure to voters. Measure A was approved with more than 67.1 percent support in November 2014.

- In 2014 FM3 conducted a voter survey on behalf of the **City of Sausalito** that measured perceptions of City government and services and the viability of a funding measure. The survey found that voters held very favorable perceptions of local government, placed a high value on maintaining the City's local fiscal stability, and would support a funding measure to improve essential city services. FM3's survey predicted the measure would garner 61 percent of the vote in a low-information environment and 63 percent in a high-information environment. On Election Day, **Measure O** passed with 61.15 percent of the vote—highlighting the accuracy of FM3's methodology, survey design, and strategic recommendations. 
- FM3 has provided research for numerous successful local finance measures in communities throughout Marin County, including the **Town of San Anselmo's** sales tax **Measure D** in 2013 and the **Twin Cities Police Authority** (now the **Central Marin Police Authority**)'s bond **Measure E** in 2008.
- In 2010, FM3 provided research for Marin County in support of a successful parcel tax for fire protection and paramedic services, **Measure M**, within **County Service Area 28**.
- FM3 regularly provides research for County agencies including **Zero Waste Marin**, **Marin County Parks**, and **Marin Clean Energy**, and regional agencies including **SMART**, **Spare the Air**, and the **San Francisco Bay Restoration Authority**.
- FM3 has provided extensive research for the **Southern Marin Fire Protection District** on a variety of projects since 2011.
- FM3 has served as campaign pollster for Marin County **Congressman Jared Huffman** since his initial 2012 race for Congress.
- FM3 regularly conducts research for private clients, including the **Marin Community Foundation**, **Marin Agricultural Land Trust**, **Buck Institute**, **Sutter Health**, and others.

FM3 will leverage our firm's significant experience providing public and voter opinion research throughout Marin County to improve the research we design and conduct for this project.

1.4 Sonoma County Experience

FM3 has been a leader in providing opinion research for public agencies and political, business, and non-profit clients in Sonoma County for over 20 years.

Sonoma Countywide Agencies

- In 2018, FM3 conducted research testing support for a countywide finance measure that would provide dedicated funding for **Sonoma County Regional Parks**. This one-eighth cent countywide sales tax, **Measure M**, was approved by voters in the November 2018 election.
 
- Also in 2018, FM3 provided research for the **Sonoma County Administrator's Office** evaluating the viability of a potential sales tax measure for affordable housing and wildfire recovery in the County's unincorporated neighborhoods.
- In the Spring of 2017, FM3 conducted countywide research for the **Sonoma County Agricultural Preservation & Open Space District** that evaluated Sonoma residents' awareness and perceptions of the agency as well as their priorities for future open space preservation projects, among other topics.
 
- In 2016, FM3 provided research for the **Sonoma County Administrator's Office** which helped inform the County's approach to **Measure L**, a ballot measure increasing transient occupancy (hotel) tax rates by three percent in the unincorporated areas of Sonoma County. **Measure L** was approved with more than 68 percent support on the November 2016 countywide ballot.
- Also in 2016, FM3 provided research for **First Five Sonoma County** to inform a potential countywide finance measure for early childhood education that may appear on the ballot in a future election.
 
- In 2014, FM3 provided research for the **Sonoma County Community College District** to help inform the District's approach to a community college bond measure to repair and upgrade Santa Rosa Junior College. This bond, **Measure H**, was approved by Sonoma County voters in November 2014.
 
- In 2013, FM3 conducted the **Sonoma County Community Survey** to provide County government with a broad overview of residents' perceptions of quality of life, public services, and various issues of importance in the County.

- Also in 2013, FM3 conducted the **Sonoma County Social Hosting Survey** for the **Sonoma County Department of Health Services** to better understand the role played by parents in the issue of underage drinking.



- In 2008, FM3 performed a community satisfaction survey for the **Marin-Sonoma Mosquito and Vector Control District**.



- FM3 provided research for the **Sonoma-Marín Area Rail Transit District (SMART)** which led to the passage of **Measure Q**, a one-quarter cent countywide sales tax for establishing commuter rail service in the region, in November 2008.



- In 2006, FM3 provided research for the **Sonoma County Agricultural Preservation & Open Space District** in its efforts to pass **Measure F**, which successfully renewed Sonoma County's existing one-quarter cent countywide sales tax for agricultural land and open space acquisition and preservation.

- In 2002, FM3 helped the **Sonoma County Community College District** pass **Measure A**, a \$251.7 million community college bond to expand and upgrade campus facilities at Santa Rosa Junior College.

Other Sonoma County Local Agencies

- FM3 is currently conducting research for the **City of Cotati** to assess public support for a proposal to extend the City's temporary 1-cent sales tax established by **Measure G** in 2014.



- In March 2018, FM3 provided a resident survey for the **City of Healdsburg** that is helping the City evaluate public perceptions of the services it provides.



- In February 2018, FM3 conducted follow-up research for the **City of Petaluma** regarding potential local finance measures.

- In 2016, FM3 conducted research for the **City of Santa Rosa** regarding the viability of local municipal finance measures in the November 2016 election, resulting in voter approval of **Measure N & Measure O**.



- FM3 conducted research for the **City of Petaluma** in 2016 regarding a potential local finance measure that may appear on the ballot in a future election.





➤ Also in 2016, FM3 conducted voter research on issues related to changes in the **City of Healdsburg's** Growth Management Ordinance.

➤ In 2015, FM3 conducted a community survey for the **Town of Windsor** which explored a variety of local issues including public perception of the Town's General Plan.



➤ FM3's research helped the **City of Cloverdale** secure voter approval for **Measure O** in the November 2014 general election, establishing a new three-percent Utility User Tax that helped stabilize the City's budget.

➤ Our research helped the **City of Cotati** earn voter approval for **Measure G** in June of 2014, renewing the local sales tax and increasing the rate from one-half to one cent.

➤ Our research helped the **City of Rohnert Park** earn voter approval for **Measure A** in November 2013, reauthorizing their local half-cent City sales tax on a permanent basis.



➤ In 2012 FM3's research assisted the **City of Healdsburg** in passing **Measure V**, the City's local one-half cent sales tax.

➤ In 2010 our research aided the **City of Santa Rosa** in securing voter approval for **Measure P**, a local one-quarter cent City sales tax.

➤ Also in 2010, FM3 provided research for the **City of Rohnert Park** that informed the City's efforts to secure voter approval for **Measure E**, a local half-cent sales tax increase.

➤ In 2009 and 2010, FM3 conducted research for the **City of Cotati** that aided the City's efforts to secure approval for **Measure A**, a local half-cent sales tax increase.

➤ In 2004, FM3 provided research that helped the **Palm Drive Health Care District** secure voter approval for a \$155 parcel tax, **Measure W**, to help support the operation of the District's **Sonoma West Medical Center** in Sebastopol.



➤ In 2002, FM3 provided research that aided the **Healdsburg Unified School District** in securing voter approval for two local school bond measures, **Measure G** (\$3.9 million) and **Measure H** (\$18.8 million), which provided critical capital funding for upgrading local high schools and elementary schools, respectively.



In addition to public agency clients, our research has been used to help elect local Sonoma County elected officials including former Sonoma County Supervisor **Valerie Brown**, former State Senator **Noreen Evans** and U.S. Congressman **Jared Huffman**, among others.

FM3 also regularly surveys Sonoma County voters when conducting Bay Area regional surveys for non-profit groups, trade associations, and private sector companies. Over the past few years, FM3 has evaluated the views of Sonoma County voters as part of regional research for the **National Audubon Society**, the **San Francisco Bay Restoration Authority**, **Sonoma County Winegrowers**, **California Alliance for Jobs**, and the **Bay Area Open Space Council**, among other organizations.

1.5 Statewide School Funding Measure Experience

In addition to our expansive work helping to secure additional voter-approved funding for public education in California at the local level, FM3 has also been a leader in evaluating public perception of education funding issues at the statewide level for many years. We serve as the primary research firm for the **Coalition for Adequate School Housing (CASH)**, and our research has led to **voter approval of seven statewide school bonds** since 1990, including **Proposition 51** in 2016 – raising a combined total of **\$34.6 billion for public school and community college facilities and capital needs**. Previously, FM3’s research was used to pass the original **Proposition 98** in 1988 – the initiative that created the “Prop. 98 funding guarantee” for local school and community college districts within the state budget – as well as **Proposition 39** in 2000, which reduced the vote threshold for passing local school bonds from two-thirds to 55 percent.

Currently, FM3 is conducting research for a statewide coalition which includes Governor **Gavin Newsom**, the **Coalition for Adequate School Housing (CASH)**, the **California Building Industry Association (CBIA)**, the **California School Boards Association (CSBA)**, the **Association of California School Administrators (ACSA)**, **California School Employees Association (CSEA)**, the **California Teachers Association (CTA)**, the **California Federation of Teachers (CFT)**, the **California State PTA**, the **California Charter School Advocates**, and the **Community College League of California** to support statewide bond (\$15 billion) and tax (\$11 billion) measures that would benefit local school and community college districts throughout California - and which are schedule to appear on the March 2020 and November 2020 ballots, respectively. We would leverage this body of institutional knowledge regarding how California’s education funding system works and how voters perceive it to improve the research we conduct for this project.

1.6 Experience with Cumulative Finance Measures

FM3 specializes in helping our school district and other public agency clients secure voter approval for multiple local finance measures over a relatively short period of time – including in many cases (most recently for the **South Monterey County Joint Union High School District** and the **Santa Barbara Unified School District**) passing **multiple measures on the same ballot**. Strategies we have successfully deployed on behalf of other school district clients include using **unique messaging language, such as framing sequential finance measures as part of a multi-phase strategy by the District** to address its facility and/or operational funding needs.

Given that **Shoreline USD property owners** are continuing to pay off the bonded debt authorized in 2009 by **Measures D** and in 2018 by **Measure I**, we anticipate that these specialized capabilities are likely to prove both **relevant and useful for the District’s research**. FM3’s K-12 local school district clients in California that have utilized our research and consulting services to help pass multiple local finance measure are listed by **Figure 2** on the following page.

Figure 2: FM3 Multiple Finance Measure School District Clients

District	Measures
Los Angeles USD	Five Bonds
Santa Monica-Malibu USD	Three Parcel Taxes & Two Bonds
San Diego USD	Four Bonds
Evergreen SD	Three Parcel Taxes, One Bond
Tahoe Truckee USD	Two Parcel Tax, Two Bonds
Arcadia USD	Two Parcel Taxes, One Bond
Ravenswood City SD	Two Bonds, One parcel tax
Fresno USD	Three Bonds
Sanger USD	Three Bonds
Alhambra USD	Two Bonds
Norwalk La Mirada USD	Two Bonds
Salinas Union HSD	Two Bonds
Healdsburg USD	Two Bonds
San Bernardino City USD	Two Bonds
Clovis USD	Two Bonds
Walnut USD	Two Bonds
Corona-Norco USD	Two Bonds
Modesto City USD	Two Bonds
Long Beach USD	Two Bonds
Caruthers USD	Two Bonds
Paramount USD	Two Bonds
Santa Barbara USD	Two Bonds
Placer UHSD	Two Bonds
Hemet USD	Two Bonds
Natomas USD	Two Bonds
South Monterey County JUHSD	Two Bonds
Berkeley USD	One Parcel Tax, One Bond

2 METHODOLOGICAL CONSIDERATIONS

2.1 Dual Mode Interviewing

Our team recommends the adoption of a **dual-mode, online and telephone (landline and wireless) interviewing methodology**, as the last several years have ushered significant changes in the ways many Americans use telephones and other communication technologies. The dramatic rise in the use of caller I.D. and similar features has led to an unprecedented increase in individuals screening their calls. At the same time, the use and prevalence of the internet has exploded as an ever-increasing proportion of the population has access through their smartphone or another mobile device. These changes have had a significant impact on the discipline of public opinion research. While the traditional methodology of conducting randomized telephone surveys continues to

provide highly-accurate data on public sentiments in a cost-effective manner, the rise of call-screening behavior presents growing challenges.

The contemporary approach for gathering statistically-reliable data is to employ the traditional telephone survey methodology alongside the latest online survey applications. Combining the data from the telephone and online surveys produces an **all-inclusive, representative sample of the population of interest**. Though a relatively recent innovation, FM3's dual mode surveys demonstrated their precision over the course of the 2016, 2017, 2018, and 2019 election cycles, helping guide **more than 100 local ballot measures to victory for agencies throughout California**.

2.2 Survey Sample

With approximately 3,476 registered voters who are likely to participate in the November 2020 General Election, the Shoreline Unified School District has a modestly sized electorate. **For an electorate your size, FM3 recommends using a sample size of 200-300 interviews for this project**. FM3 believes that a sample of this size will provide the District an optimum balance between precision and cost-effectiveness. Further, because 3,051 of the 3,476 SUSD voters who are likely to vote in the November 2020 General Election are *also* likely to vote in the March 2020 Primary Election (88 percent of the total), a sample of 200-300 likely November 2020 General Election voters will automatically include roughly 175-265 voters who are likely to participate in the March 2020 Primary. **This will allow the research team to assess ballot measure viability in both elections.**

2.3 Survey Length

FM3 offers survey length options of either 15-minutes or 20-minutes, respectively. However, **our recommendation is to use a 20-minute questionnaire for this survey**, as this length will provide the opportunity to test the importance of a broader range of potential uses of parcel tax funds, ballot label language, tax rate and sunset length combinations, as well as informational statements – increasing the level of information the District will have about the priorities of its voters.

In addition, utilizing a 20-minute questionnaire will also enable the survey to more **effectively evaluate the potential impact of other local finance measure(s) which may appear on the ballot in the same election as a Shoreline Unified School District parcel tax measure**. FM3 suggests that this “cumulative finance measure” effect may be particularly important to understand in 2020 as the Bay Area-wide Metropolitan Transportation Commission, the County of Sonoma, and the Sonoma County Transportation Authority are each publicly considering placing tax measures before voters in next year's election.

3 PROPOSED RESEARCH SPECIFICATIONS & COSTS

Research Methodology	Dual-mode voter survey
Data Collection Mode	Telephone and online interviews
Respondent Contact Method	Telephone calls + Email invitations
Sample	200-to-300 Shoreline USD registered voters likely to participate in the November 2020 General Election based upon past voting history (including 175-265 SUSD voters who are also likely to participate in the March 2020 Primary Election)
Margin of Sampling Error	±5.7 percent in 95 out of 100 cases for a sample of 300 interviews ±6.2 percent in 95 out of 100 cases for a sample of 250 interviews ±6.9 percent in 95 out of 100 cases for a sample of 200 interviews
Questionnaire	15- to 20-minute survey, featuring between 45 and 70 unique questions (including battery question items and demographic questions)
Language	Interviews will be conducted in English.
Deliverables	<p>Following the completion of the survey, we will provide:</p> <ul style="list-style-type: none"> ✓ A questionnaire with the topline results of the survey for easy reference ✓ A complete set of crosstabs in an easy-to-read, comprehensive format ✓ Verbatim responses to any open-ended questions ✓ A complete analysis of survey results in PowerPoint ✓ A presentation of the survey results

FM3 will also be available for ongoing consultation and any further analysis of the research.

Cost Figure 3 contains the total estimated costs for this research. These prices are comprehensive, and include all costs for questionnaire design, sample acquisition, programming, email invitations, survey hosting, telephone interviewing, data entry and analysis, and reporting. Adding Spanish-language interviewing would add \$2,000 to these costs.

Figure 3: Shoreline USD Dual Mode Voter Survey Costs

Survey Length	n=200	n=250	n=300
15 minutes	\$19,850	\$20,750	\$21,850
20 minutes	\$21,250	\$22,500	\$23,750



We would welcome the opportunity to work with you on this research. If you have any questions or if there is any further information we can provide, please do not hesitate to contact us. Thank you for your consideration, and you may reach us as follows:

Dave Metz, Partner & President

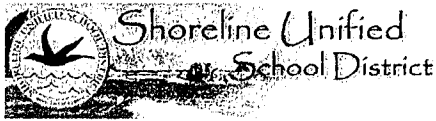
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GODBE RESEARCH
Gain Insight



PROPOSAL TO CONDUCT A PARCEL TAX MEASURE FEASIBILITY SURVEY

Presented to the Shoreline Unified School District

July 16, 2019

FIRM BACKGROUND AND EXPERIENCE

Firm Background

Firm Name and Corporate Structure

Godbe Corporation, dba Godbe Research, was founded and incorporated in January 1990. Godbe Research is not a subsidiary of a larger 'parent company' and the firm has two principals who are the only shareholders.

Corporate and Project Office

Godbe Research maintains our corporate office in Burlingame, CA; as well as project offices in Reno, NV and Bellevue, WA. All work for the Shoreline Unified School District (District) will be performed from our Bay Area based Burlingame office from which Bryan Godbe (President and Project Manager) is based.

Proposal and Contract Contact Information

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Services Provided

Godbe Research is a full-service voter polling and public opinion research agency. We offer expertise in all accepted quantitative (telephone, Internet, mail and Intercept) and qualitative (focus groups, one-on-one interviews, triads) research methodologies, as well as hybrid studies (more than one methodology) and research consulting.

Godbe Research does not provide political consulting, public education and outreach, financial advisory, legal, or underwriting services that could be considered a conflict of interest with our feasibility surveys/voter polling processes by having future project dollars tied to the results and recommendations from our voter polling (parcel tax and bond measure feasibility survey) projects.

Additional Information

Godbe Research is a California Office of Small Business and DVBE Certification and Santa Clara Valley Transportation Authority (VTA) certified Small Business Enterprise (SBE) and is an equal opportunity employer.

Relevant Experience

Godbe Research, a State of California certified small business enterprise (SBE), was founded in January of 1990. The firm is a full-service public opinion research agency that offers its clients extensive experience in research studies to address revenue and ballot measure feasibility, community satisfaction and climate studies, community

needs assessments, public education and outreach strategies, strategic and general planning efforts, parent and user satisfaction, public sector marketing efforts, and other customized client needs. Our offices in Burlingame, CA (California/Corporate), Reno, NV (Southwest), and Bellevue, WA (Northwest), house a staff of highly trained and experienced researchers and a commitment to providing superior quality research and client services.

The firm has been employed by public and private sector clients, throughout the western United States and the combined expertise of the Godbe Research team spans more than 50 years in the field of public opinion research and voter polling. The Godbe Research Team consists of the firm's President (Bryan Godbe), Vice President (Charles Hester), and a staff of Senior Research Managers, Senior Statistical Analysts, Research Analysts, and Research Associates. Each team member has the education and experience commensurate with their position at Godbe Research, and the team regularly teaches, authors, consults, and speaks in the field of survey research. In short, you will not find a more experienced and educated team in public opinion research for local government agencies.

Over the last 29 years, Godbe Research has become a recognized leader in public opinion research and voter polling by utilizing telephone interviews, Internet surveys, mail surveys, one-on-one interviews, and focus groups to successfully assist public sector agencies and community-based organizations throughout California with their research needs. Our experience includes conducting tax (e.g. parcel tax, sales tax, utility users tax, business license tax, etc.), bond, and assessment feasibility research studies for hundreds of school and community college districts, cities and towns, counties, special districts, transportation agencies, and other public-sector agencies at all levels of government. Accordingly, we have extensive experience in simple and weighted majority, Proposition 39 (55%), and super-majority (66.7%) election environments, as well as with general, special polling place, and all mail ballot special elections.

Our specific experience includes polling on recently successful parcel tax and bond measures for clients such as the Dublin Unified School District (2019 & 2014 parcel taxes and 2016 & 2010 bonds), Tamalpais Union High School District (2018 parcel tax), San Mateo Foster City School District (2018 & 2010 parcel taxes and 2015 bond), Las Lomas Elementary School District (2013 bond), Kentfield Elementary School District (2018 parcel tax), Orinda Union School District (2018 bond), Belmont Redwood Shores School District (2018, 2012 & 2008 parcel taxes and 2014 & 2010 bonds), Millbrae School District (2018 parcel tax), Pacifica School District (2018 bond and 2016, 2011 & 2008 parcel taxes), Hayward Unified School District (2017 & 2012 parcel and 2014 bond), Woodside School District (2017 & 2009 parcel taxes and 2014 & 2005 bonds), College of Marin (2016 bond), Burlingame School District (2016 & 2012 bonds and 2014, 2011 & 2010 parcel taxes), Roseville Union High School District (2016 bond), Cotati Rohnert Park Unified School District (2016 & 2012 parcel taxes and 2014 bond), Novato Unified School District (2016 bond and 2014 parcel tax), Jefferson Elementary School District (2016 parcel tax and 2012 bond), Napa Valley Unified School District (2016 bond), Fremont Unified School District (2016 parcel tax and 2014 bond), Jefferson Union High School District (2016 & 2012 parcel taxes), Albany Unified School District (2016 bond), Redwood City School District (2016 & 2012 parcel taxes and 2015 bond), Larkspur Corte Madera School District (2016 parcel tax and 2014 bond), San Rafael Elementary School District (2015 bond and 2013 parcel tax), San Rafael High School District (2015 bond and 2013 parcel tax), San Carlos School District (2015, 2011 & 2009 parcel taxes and 2012 bond), Dixie Elementary School District (2014 bond), Folsom Cordova Unified School District (2014 and 2010 bonds), Conejo Valley Unified School District (2014 bond), Sequoia Union High School District (2014 bond), Reed Union School District (2014 parcel tax),

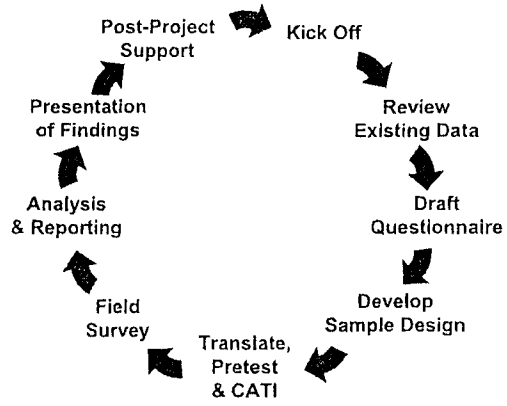
San Leandro Unified School District (2012 parcel tax), Pajaro Valley Unified School District (2012 bond), Santa Barbara Unified School District (2012 parcel taxes and 2010 bonds), Ross Valley School District (2012 parcel tax and 2010 bond), and dozens of others. We are also currently or have recently worked with the Tamalpais Union High School District, Redwood City Education Foundation/Redwood City School District, Reed Union School District, Moraga School District, Travis Unified School District, Albany Unified School District, Fremont Unified School District, Novato Unified School District, and others on parcel tax and bond measure feasibility surveys designed for election cycles from 2019 through 2021.

In addition, our experience with voter polling in Marin and Sonoma Counties is also extensive. Aside from the Sonoma County and Marin County clients listed above (underlined), Godbe Research has been the pollster for successful revenue and ballot measures as well as candidates for clients such as Sonoma County Library, City of Santa Rosa, Marin County Free Library, Marin County Parks and Open Space, Agricultural Institute of Marin, Transportation Authority of Marin, County of Marin, City of Novato, City of San Rafael, Town of Tiburon, Town of Corte Madera, Sonoma Marin Area Rail Transit, Petaluma Elementary School District, Petaluma High School District, and others.

Using our proven voter polling techniques, Godbe Research is able determine if a parcel tax measure is feasible in the Shoreline Unified School District. Specifically, we are able to: evaluate support for a parcel tax measure among the appropriate electorate based on viable election cycles and the likely voter turnout for those cycles; determine or confirm the election cycle in which a parcel tax measure would have its best chance of success (if any); evaluate and rank the projects and programs that could be funded by a potential future parcel tax measure proceeds according to voter preference; determine salient arguments and features that resonate with voters for the potential parcel tax measure (both positive and negative); determine any pitfalls to success (e.g. measures on the same ballot from other agencies that serve communities in the District's footprint) and the veracity of those potential pitfalls; help to inform the strategy and content of a public outreach and education campaign, as well as; determine an affordable tax threshold (extension of the current parcel tax or increase to the current parcel tax) for the local community (if any). This process has allowed us to be successful with more than 90% (93%) of our revenue measures over the 29-year life of the firm.

As an organization, Godbe Research is a small business (less than 10 employees) and we manage our commitments wisely. This means managing our project load so that our President (Bryan Godbe) or Charles Hester (Vice President) can be directly involved in each project we conduct at the project manager level. Similarly, we do not take on so many projects that we need to move team members or remove team members from current projects. Thus, Godbe Research is committed to allocating the team members outlined in this proposal, including Bryan Godbe (President) as project manager and day-to-day contact, for the duration of the project for the Shoreline Unified School District given his general experience in Marin and Sonoma Counties as well as his previous experience with the District.

Below is a diagram of the general research process we undertake as part of our typical revenue measure feasibility surveys. While each of our studies is highly customized based on our client's needs, we follow this process for each of our quantitative (and a similar process for qualitative) studies. Godbe Research is here with you throughout the process and even after the survey has been completed as we understand that our voter polling can feed into ballot measure strategic planning, public education and outreach, and other activities that can take an additional six to eighteen months to culminate once the voter polling portion has been completed.



PROPOSED PROJECT WORK PLAN

Godbe Research is a recognized leader in voter opinion research studies for California cities, school districts and community college districts, counties, park and recreation districts, transportation agencies, and other local government agencies. Given our experience, we understand that each project's ultimate success depends on recognizing the individual and unique research needs of our clients and then developing a customized project plan to address those specific needs.

Research Objectives

Before beginning any research project, Godbe Research spends a significant amount of time reviewing each client's specific and unique research objectives to choose the most appropriate research design. Although the project kick-off meeting will be devoted to "fleshing out" the research objectives in great detail, it is our current understanding that the Shoreline Unified School District is interested in exploring the feasibility of a potential future parcel tax measure for the March 2020 and/or November 2020 election cycles, and potentially special election cycles in 2021, based on voter support. Accordingly, the parcel tax measure feasibility survey for the District will be designed to:

- ✓ evaluate the funding priorities of voters in the Shoreline Unified School District vis-à-vis public education;
- ✓ determine baseline and informed support for a potential future parcel tax among voters in the District;
- ✓ evaluate the March 2020 and November 2020 general election cycles, as well as potentially special elections in 2021 for a potential future parcel tax measure;
- ✓ determine and rank the specific projects and programs that would be funded by the parcel tax measure, according to voter preference/support;
- ✓ examine the impact of various statements on voters' support for the potential future parcel tax measure (arguments "for" and "against" the measure);
- ✓ identify a tax rate that is palatable to District voters, if any, for the potential future parcel tax measure;
- ✓ determine the impact of any other potential revenue measures from agencies that share the same boundaries as the District (if any), *and*;
- ✓ collect demographic information on District voters not already contained in the voter file for later education and outreach to voters and the community in general.

Methodology and Sample Discussion

Given the fact that telephone-only surveys (even ones including cell phones) are seeing a noticeable decline in response rates among certain demographic subgroups and our specific experience with this phenomenon for agencies throughout Marin and Sonoma Counties, it is our recommendation to conduct a hybrid Internet and telephone survey of voters for this specific parcel tax measure study for the Shoreline Unified School District. Godbe Research has pioneered this process for numerous clients over the past few years to acknowledge and counteract declining response rates for

telephone surveys among certain demographic subgroups as well as to leverage survey and response technologies that are preferred among a broad base of demographic subgroups.

Accordingly, we are recommending a hybrid quantitative approach for this specific parcel tax measure feasibility survey, using an Internet survey as our primary data collection method. We will then supplement the Internet survey with a telephone survey methodology, after a review of Internet survey respondent demographics where we can identify and account for potential demographic sub-groups that might not respond adequately to the Internet version of the survey. The sample for all interviews will come directly from the State voter file and the Registrar of Voters in Marin County and Sonoma County, where we have self-reported phone numbers (cell phones and landlines) as well as email addresses, and we know that a given respondent lived specifically in the Shoreline Unified School District. Godbe Research clients who have transitioned to this model for their successful revenue and ballot measures include the Kentfield Elementary School District, Cotati Rohnert Park Unified School District, City of Santa Rosa, Collect of Marin, Larkspur Corte Madera School District, Sonoma County Library, San Rafael City Schools, Reed Union School District, and almost every other Godbe Research voter polling client since we developed this model in mid to late-2013.

This dual methodological approach will cost effectively allow us to collect data from District voters based on how potential respondents prefer to interact with various survey response technologies in order to maximize our sample size and statistical validity for the survey, not to mention demographic and geographic representation of voters. In addition, for the telephone modality portion of the overall survey, we will also make sure to include 'cell phone only' voter households, given that we can identify cell phone exchanges within the voter sample. Thus, given our hybrid methodology and sampling frame, we will have the most inclusive survey process possible, while still allowing only Shoreline Unified School District voters to participate in the parcel tax measure feasibility survey process. Finally, should the District have community or parent lists with email addresses, we can also match these against the voter file to be able to increase the number of voters in the District for which we have email addresses and potentially cell phone numbers.

Recommended Scope of Work

Below, Godbe Research has crafted our recommended scope of work for the District to illustrate the types of considerations that go into each of our bond and parcel tax measure feasibility surveys and other related studies. While each of our projects is customized to the needs of a given client, there is a specific and proven process to conducting a revenue measure feasibility survey. Based on this process, specific services for this specific parcel tax measure feasibility survey of District voters are thus envisioned to include:

- Conducting an in-person kick-off meeting with the District and other project stakeholders the District wishes to include (e.g. financial advisor, citizens or other sub-committee, etc.), as well as additional meetings, conference calls, and correspondence to discuss the research objectives and other aspects of the parcel tax measure feasibility survey in detail.
- Reviewing voter and resident demographics in the District, any related previous opinion research data (e.g. polling for previous parcel tax and bond measures in the District), past election results in the District, and other information that will help to inform and support this current parcel tax measure feasibility survey process.

- Designing and refining a survey instrument of approximately 15 to 20-minutes in length so that it addresses the research objectives of the Shoreline Unified School District related to parcel tax measure feasibility. This is done through an iterative process between Godbe Research, the District, and other project stakeholders, with multiple points for input, review, and approval.
 - ❖ The survey will be designed to be formatted for both Internet and telephone survey modalities as a 'hybrid survey' and both versions of the survey will be identical save for survey instructions specific to each methodology.
- Programming, refining, and testing the Internet version of the survey instrument using our Internet survey software package. This will be done by our team of IT and programming experts.
- CATI programming the survey version of the survey instrument for efficient and accurate data collection, and training telephone interviewing personnel on the questionnaire and interviewing protocol.
 - ❖ For our telephone interviewing projects, Godbe Research uses only live interviewers who have been trained on the survey questionnaire and who are located in the western United States.
- Pre-testing the survey instrument in both modalities to ensure that the questions and response codes are understandable to respondents, and to ensure that the survey length coincides with the budgeted survey length for the project.
- Development of a recruitment email and recruitment text for the Internet version of the survey and working with the District so that Godbe Research can send recruitment emails and texts to registered voters with known email addresses and cell phone numbers in the voter file, respectively. The use of the voter file also allows us to ensure that a given respondent to the survey, in any format, is an actual voter living in the boundaries of the Shoreline Unified School District given that the voter file is tied to a specific voter and physical address located in the District.
 - ❖ As previously mentioned, it is also possible to match any internal email lists the District has compiled (e.g. parent lists) to the voter file, so that we can include additional voters in our sampling frame, based on a match of first name, last name, and physical address. Having said this, all identifying information for any District provided list will be redacted and not included in our analysis and reporting similar to the process we use for redacting identifying information in the voter file.
 - ❖ As a final note, the recruitment email will come from the District's @shorelineunified.org email address domain for familiarity as well as to ensure voters that the recruitment email is not spam or malware. It will also be signed by the District Superintendent or Chief Business Officer to convey the importance of the survey to the local community.
- Development of a stratified and clustered listed sample of District voters likely to vote in the election cycles of interest and opportunity to the District, which will likely include March 2020, November 2020, and potentially special elections in 2021. The sample will primarily be developed using email

addresses from the voter file, as the Internet modality will be conducted first in the hybrid survey process. Once we have developed the Internet sample, the rest of the sample will be de-duplicated by matching names, addresses, and phone numbers from Internet survey respondents to those in the voter file. We will also remove any voter from the telephone survey sample who previously completed the survey via the Internet. As a final measure, we will ask telephone survey respondents in that sample if they have already completed the survey via the Internet and will remove those voters from the survey process through a screening question.

- ❖ For review, we have identified that there are a total of approximately 3,793 registered voters in the Shoreline Unified School District. Within the voter file, we have known email addresses for approximately 1,323 total voters or just over one-third (35%) of the total voting electorate in the District. We also have cell phone numbers for approximately 800 District voters or roughly 22% of voters in the District. Finally, we have landline telephone numbers for approximately 1,640 District voters or approximately 43% of the voting electorate. In looking at the potential election cycles of interest to the District, we have a similar percentage of contact information for cell phones, emails, and landlines.
- Optionally translating the telephone version of the survey into Spanish and providing Spanish language interviewing based on respondent preference.
 - ❖ While the voter file estimates that while approximately 10% of all voters in the District are Latino, it also estimates that a much smaller 3% to 5% of voters are linguistically isolated Spanish-speaking or prefer election-related materials in Spanish based on past requests for Spanish language voter materials from the State.
- Conducting approximate 15 to 20-minute Internet and telephone interviews with up to 300 (n=300) total District voters according to a strict interviewing protocol and our approved sampling design.
 - ❖ A sample size of 300 will provide for a margin of error of no greater than +/-5.4% at the 95% confidence level, when looking at all District voters, including voters in the election cycles of interest and opportunity to the District (March 2020, November 2020, and potentially special elections in 2021).
- Merging the Internet and telephone data files, as well as processing and weighting the data to adjust for population distribution and strategic oversampling, as needed to reflect the likely voter population of the Shoreline Unified School District for the election cycles of interest to the District.
- Developing a topline report of aggregate findings for the District. We will also meet with the District and other project stakeholders to review the topline/aggregate survey results.
- Analyzing the data from the survey and producing a report of findings, conclusions, and recommendations for the parcel tax measure feasibility survey of voters.
- Presenting the results and recommendations from the parcel tax measure feasibility survey to the District.

- Post-survey consulting on the results and recommendations from the parcel tax measure feasibility survey throughout the range of planning, outreach, and other activities as need by the District (ongoing/no additional charge).

PROJECT SCHEDULE DISCUSSION

Project Meetings

Based on our typical project approach and after a preliminary review of the needs of the Shoreline Unified School District, Godbe Research expects numerous in-person and conference call meetings during the parcel tax measure feasibility survey process. This will likely include an in-person meeting to kick off the project, a conference call or in-person meeting to review the draft questionnaire, a conference call or in-person meeting for the topline report, a conference call to discuss the draft report, and an in-person presentation(s) of findings to the District.

Project Timeline

Because of our experience in conducting similar surveys for a wide variety of local government agency clients, Godbe Research generally prefers to conduct our hybrid survey processes over about an eight to ten-week time frame. However, preliminary results can be made available sooner, if required. Below is a general timeline that reflects major project milestones and tasks in number of days.

A formal timeline will be provided a few days after the project kick off meeting, where we can discuss scheduling needs and meeting dates in greater detail. Finally, please note that District meetings (e.g. project kick off meeting) and tasks (e.g. questionnaire review) have been *italicized* for easy review below.

<u>Godbe Research Tasks</u>	<u>Approx. Time</u>
<i>Parcel Tax Measure Survey Kick-Off Meeting</i>	<i>1 Day (1 to 2 hours)</i>
Review of Previous Surveys and Data	2 to 3 Days
Questionnaire Drafting and Refinement	10 to 12 Days
Sample Development and Matching	3 to 5 Days
<i>Meeting to Review Draft Survey</i>	<i>1 Day (1 to 2 hours)</i>
Questionnaire Revisions (as needed)	3 to 5 Days
Survey Pretest	1 Day
Programming and Testing of Internet Version	3 to 5 Days
CATI Programming of Telephone Version	2 to 3 Days
Spanish Translation and Programming (optional)	3 to 4 Days
Data Collection / Interviewing	7 to 10 Days
Initial Data Processing	2 to 3 Days
<i>Topline Report Meeting/Discussion</i>	<i>1 Day (1 to 2 hours)</i>
Analysis and Reporting	10 to 15 Days
<i>Report Review Meeting with District</i>	<i>1 Day (1 to 2 hours)</i>

Report Changes (if needed)	2 to 3 Days
<i>Presentation of Survey Findings</i>	<i>After Final Report Delivery</i>
Post-Survey Consulting on Results	Ongoing/As Needed

PROPOSED PROJECT COSTS

Godbe Research takes great pride in delivering reliable and practical research projects 'on time and on budget'. In doing so, we prefer to provide a firm, fixed fee format for our cost proposals. This is because the primary determinants of any public opinion research survey are sample size and survey length, which are most accurately presented using a fixed-fee format, rather than arbitrary hours that can be off by 50% or more based on metrics such as number of meetings, travel time, number of presentations, and post-survey activities envisioned by the District.

Based on our understanding of the needs of the Shoreline Unified School District for this specific parcel tax measure feasibility survey, Godbe Research has provided costs to conduct a 15, 18 or 20-minute survey comprised of up to 300 (n=300) District voters, using a hybrid Internet and phone survey methodology. In addition, we have also provided optional costs to translate the telephone version of the survey and to provide Spanish language interviewing based on respondent preference.

The prices below reflect all-inclusive fees to complete the project -- the overall costs will not exceed those shown below, provided that the parameters of the project (e.g. hybrid survey, sample size, survey length, English-only vs. English and Spanish survey etc.) conform to those outlined in this proposal. Should project parameters or Shoreline Unified School District needs change, we will be happy to provide amended costs prior to proceeding.

Hybrid Internet/Telephone Survey of up to 300 (n=300) District Voters

<u>Project Task</u>	<u>15-min.</u>	<u>18-min.</u>	<u>20-min.</u>
Listed Voter Telephone Sample	\$600.00	\$600.00	\$600.00
Email Sample Purchase	\$400.00	\$400.00	\$400.00
Third Party Cell/Email Matching	\$600.00	\$600.00	\$600.00
Internet Version Programming/Testing	\$4,250.00	\$4,500.00	\$4,750.00
CATI Programming Telephone Version	\$1,125.00	\$1,350.00	\$1,500.00
Telephone Interviewing	\$5,800.00	\$7,000.00	\$8,200.00
Data Processing	\$800.00	\$800.00	\$800.00
Research Fee	\$7,250.00	\$7,250.00	\$7,250.00
Project Management Fee	\$2,000.00	\$2,000.00	\$2,000.00
<u>Misc./Travel Expenses</u>	<u>\$250.00</u>	<u>\$250.00</u>	<u>\$250.00</u>
English Only Survey Total	\$23,075.00	\$24,750.00	\$26,350.00
Spanish Translation - Telephone	\$675.00	\$800.00	\$925.00
<u>Spanish Interviewing Fee - Phone</u>	<u>\$500.00</u>	<u>\$600.00</u>	<u>\$700.00</u>
English and Spanish Survey Total	\$24,250.00	\$26,150.00	\$27,975.00



GODBE RESEARCH
Gain Insight

GODBE RESEARCH

www.godberesearch.com

Northern California/Corporate Offices
1575 Old Bayshore Highway
Suite 102
Burlingame, CA 94010

Southwest/Reno Office
59 Damonte Ranch Parkway
Suite B-309
Reno, NV 89521

Seattle Office/Northwest
601 108th Avenue NE
Suite 1900
Bellevue, WA 98004

SHORELINE SCHOOL DISTRICT

Business Services Administration

Regular Meeting

October 17, 2019

To: Bob Raines, Superintendent

Subject: Approval to Issue Purchase Order for the for the Bus Yard Office Exterior Painting Project

Background:

The Board will consider for award a purchase order for the Bus Yard Office Exterior Painting Project. The District received three proposals for the Bus Yard Office Exterior Painting Project.

The apparent low and responsible bidder is Jerry Thompson & Sons Painting and Decorating. The District's Construction Manager, Greystone West Company, has reviewed the proposal for conformance with District and statutory requirements.

Jerry Thompson & Sons	\$14,500
Central Valley Environmental	\$27,258
KBI Painting, Inc.	\$19,000

Fiscal Impact:

The total amount for the purchase order will be \$14,500 with all costs to be charged to the Measure I bond program.

Recommendation:

It is recommended the Board of Trustees authorize staff to issue the purchase order for the Bus Yard Office Exterior Painting Project to Jerry Thompson & Sons Painting and Decorating.

Attachments:

JTS, CVE and KBI Proposals

Proposal

JERRY THOMPSON & SONS

PAINTING & DECORATING
3 SIMMS STREET, SAN RAFAEL, CA 94901
PHONE 415 454-1500 FAX 415 454-9170

LICENSE # 684610
DATE: 9/18/19
FROM: Alex Brown
AlexB@JTSPainting.com

TO: Graystone West Company
ATTN: Hugh Whelan

PROJECT: Tomales USD Bus Yard

ADDENDA
Per Jobwalk - 3/21/19

SECTIONS **9900 PAINTING**

Exterior Repaint
Exterior Siding
Windows

LS \$10,000

Stablize Exterior Lead

Add \$4,500

EXCLUDES: Overtime
Touch Up

STANDARD QUALIFICATIONS:

EXCLUDES:

TOUCH UP OF OUR FINISHED SURFACES DUE TO DAMAGE BY OTHERS
PROTECTION OF OUR SURFACES FROM TRADE DAMAGE
LEAD ABATEMENT & HAZARDOUS MATERIALS HANDLING
TEMPORARY HEAT & LIGHTING
REPAIRS OR PATCHING DUE TO MOISTURE OR BLDG HEAT LOSS
WEATHER PROTECTION

- THIS QUOTATION IS PER PLANS AND SPECIFICATIONS & TAXES ARE INCLUDED.
- ALL WORK IS FURNISHED AND INSTALLED ACCORDING TO INDUSTRY STANDARDS WITH UNION LABOR.
- WE ARE BONDABLE AND INSURED.
- PAYMENT IS DUE WITHIN 10 DAYS FROM ORIGINAL DISPURSEMENT.
- RETENTION IS TO BE RELEASED WITHIN 30 DAYS OF COMPLETION OF OUR WORK.
- THIS PROPOSAL SHALL BE SUBJECT TO AND CONDITIONED UPON EITHER THE USAGE OF THE AIA DOCUMENT A401 FORM OF AGREEMENT BETWEEN CONTRACTOR AND SUBCONTRACTOR-1997 EDITION OR SUBCONTRACT FORM ACCEPTABLE TO JERRY THOMPSON & SONS.
- THE CONTRACT SHALL CONTAIN MUTUALLY AGREEABLE ARBITRATION LANGUAGE. THE CONTRACT SHALL NOT CONTAIN A WAIVER OF SUBROGATION CLAUSE ON INSURANCE COVERAGE NOR CONTAIN LANGUAGE THAT M J T & SONS PAYMENT CONDITIONAL ON OWNER'S PAYMENT TO CONTRACTOR.
- SCHEDULING AND SEQUENCING SHALL BE MUTUALLY AGREEABLE.



CENTRAL VALLEY ENVIRONMENTAL

North Bay-135 Utility Court, Suite A–Rohnert Park, CA 94928- Ph: (707) 584-1900 –FAX: (707) 584-1911
San Diego-1501 India Street, Suite 103-131, San Diego, CA. 92101-Ph: (619) 838-4035
Corporate Office- 3443 W Gettysburg- Fresno, CA 93722- Ph: (559) 222-1122- FAX: (559) 222-1174
CONTRACTOR'S LICENSE #: 974852 DOSH Reg#1064

PROPOSAL– CVENB#192081

Shoreline Unified School District
10 John Street
Tomales, CA 94971

September 10, 2019

Shoreline School District Bus Yard 26701 HWY #1 Tomales, CA

Scope of Work: Lead Remediation

Mobilization of Crew and equipment

- 1) Set up of engineering controls and establishment of a 15 foot perimeter using Lead warning signs, caution tape and delineator cones a drop sheet of (6 mil poly) extending approximately 15ft from the foundation of the building will be used under any paint removal.
- 2) scrape loose and peeling paint from exterior walls, eaves, window, door trim, fascia and any gutters or down spouts.
- 3) Apply a peel bond primer to the affected areas.
- 4) Excludes any paint prep or feathering or sanding of the affected areas.

LEAD Prevailing Wage Rates will apply

CVE will containerize all paint chips in canisters and have them hauled off by Lead Transporter (Veolia America) to proper disposal site and will provide all documentation for the disposal of the waste

Lead Waste Disposal: \$900.00

Total Abatement \$7,633.00

Scope of Work: Painting

Mobilization of Crew and equipment

- 5) All work is specific and limited to services specified by clients. Under soffits, siding, door, frames, trim, handrails.
- 6) ***Protect all services not being painted with tape, paper, plastic, lightweight breathable cloths at windows, walkways, vegetation etc. from overspray / paint drips. Spot rust select surfaces as needed with



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a suitable product: spot prime with / Rustoleum Primer, bare and weathered woods with / peel bond 295 wood product. Primers applied to help reduce future paint failures.

- 7) Select surfaces will be primed with a rust only product and finished with a high-grade industrial enamel.
- 8) All surfaces being painted will be finished with the premium grade acrylic flat or low sheen paint. Multiple applications applied to all surfaces being painted.
- 9) Colors and sheen of finish paints specified by client: color sheen to match existing.
- 10) Apply applications by sprain and back rolling. Brush and roll trim\doors of any second\accent color.
- 11) All labor, equipment and materials included.

Total: \$19,625.00
Grand Total: \$27,258.00

*All Lead work performed will be done with properly trained personnel and in accordance with all EPA, AHERA, Cal/OSHA, DOT, and all other Local, State and Federal Regulatory Agencies.

Exclusions for Lead Abatement:

1. Anything not included in scope of work excluded from this proposal
2. 3rd party air clearance and sampling
3. Any waste stream categorization

Exclusions for Painting:

Painting at factory finished surfaces: doors, frames and window trim. Any waste stream categorization



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CONTRACTOR'S LICENSE #: 974852 DOSH Reg#1064

PROPOSAL TERMS

This proposal is based upon our legal terms and conditions as included as part of this proposal. All work shall be performed in accordance with State and Federal regulations. Unless otherwise noted the customer agrees to provide a sufficient water supply to perform work mentioned above. This bid is based on performing the work during regular work hours. Central valley Environmental shall not be responsible for weather protection or for damages resulting from weather or vandalism; this proposal is subject to change and may be withdrawn if not accepted within 30 Days of the above mentioned date.

PAYMENT TERMS

Cash forthwith for any portion of work commenced and completed in any one calendar month. Balance of contract price due and payable within 10 days upon completion of Central Valley Environmental's work. Unpaid monies shall be subject to a finance charge of 1.5% per month. The customer agrees to compensate Central Valley Environmental for any collection related costs, including reasonable attorney fees, if full payment is not made to Central Valley Environmental. The customer agrees that the court of jurisdiction for any claim shall be located in Fresno County.

REQUIREMENTS

KBI Painting Inc.
1310 Ross St.
Petaluma, CA 94954

Todd Guidi
Senior Project Manager / Estimator
O - 707-795-4955
C - 707-800-2427
F - 707-777-5413
Email - todd@kblpaint.com
Web site: kblpaint.com

Proposal

Email Transmittal



DATE: 9/18/19

Contact: Hugh Whelan
Project: Tomales Bus yard

KBI Painting Inc. proposes to furnish all labor, supervision, material (s) and equipment to complete the following:

- Abate the exterior of the building, prior to priming and painting it.

Bid: \$19,000

Abatement will be carried out by an abatement contractor through KBI.

Exclusions: bonds, abatement, partitions, powder coating, caulking of pre-finished items, work in other sections, aluminum frames, stain grade or clear veneer wood doors, aluminum, fire proofing, intumescent, powder coating, work other than noted on the architectural plans, painting over new carpet, floor coatings, trade damage or damage by others, mill work, drywall, taping, out of sequence work, and overtime.

DIR# - Public Works Contractor #1000005867 - S.F. Business Tax #454861

PROPOSAL CONDITIONS: KBI Painting Inc. guarantees that materials delivered shall be as specified above and that all work will be completed in a workmanlike manner. Any alteration or deviation from the above specifications will require a change order. KBI Inc. shall not be responsible for delays or variations from proposal specifications due to strikes, accidents, or events beyond its control. The owner of the premises shall be responsible for insuring against any claims they may have. Payment terms are Net 30 after the completion of work performed. This proposal may be withdrawn by KBI Inc. if not accepted within sixty (60) days.

AUTHORIZED SIGNATURE:

Todd Guidi

Todd Guidi - Project Manager / Estimator

PROPOSAL ACCEPTANCE: The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined. Upon acceptance of terms, please sign and return a copy of this proposal.

AUTHORIZED SIGNATURE: _____

DATE: _____

SHORELINE SCHOOL DISTRICT

Business Services Administration

Regular Meeting

October 17, 2019

To: Bob Raines, Superintendent

Subject: Approval to Issue Purchase Orders for the for the Tomales Bus Yard Roofing Project

Background:

The Board will consider for award purchase orders for the Tomales Bus Yard Roofing Project. The District received proposals in September for the Tomales Bus Yard Roofing Project. The proposals received for the work were:

Roofing

Westech Roofing Inc.	\$20,757
Henris Roofing Co.	\$21,800
Western Roofing Service	\$60,000

The apparent low and responsible bidder is:

- Roofing – Westech Roofing

The District’s Construction Manager, Greystone West Company, has reviewed the proposal for conformance with District and statutory requirements.

Fiscal Impact:

The total amount for all work will be \$20,757 with all costs to be charged to the Measure I bond program.

Recommendation:

It is recommended the Board of Trustees authorize staff to issue the purchase order for the Tomales Bus Yard Roofing Project to the apparent low and responsible bidder.

Attachments:

Proposals:

- Roofing – Westech Roofing Supply

_Westech Roofing Inc.
200 Cutting Blvd • Richmond, Ca. 94805
510-719-0317 Fax 510- 548-7663
License #500843

September 6, 2019

Greystone
Attn: John Delana

Re: 26701 State Hwy 1
Roof replacement

- Remove existing built-up roofing and dispose of legally
- Over prepared substrate install one layer of ¼" Dens deck prime
- Install 2 ply Certainteed SBS modified roofing system per manufactures specifications.
- Install new sheet metal flashings as roofing progresses.

Total cost including labor, materials, insurance and supervision is as follows:

\$20,757.00

Sincerely
Larry Hunt

SHORELINE SCHOOL DISTRICT

Business Services Administration

Regular Meeting

October 17, 2019

To: Bob Raines, Superintendent

Subject: Approval to Issue Purchase Order for the for the Tomales Bus Yard
Waterproofing Project

Background:

The Board will consider for award a purchase order for the Tomales Bus Yard Waterproofing Project. The District received proposals for the Tomales Bus Yard Waterproofing Project. The proposals received for the work were:

Waterproofing

FRC, Inc.	\$40,977
Western Roofing	\$23,009
Wildcat	\$42,800

The quote from Western Roofing did not include the excavation. Therefore, the apparent low and responsible bidder is FRC, Inc.

The District's Construction Manager, Greystone West Company, has reviewed the proposal for conformance with District and statutory requirements.

Fiscal Impact:

The total amount for all work will be \$40,977 with all costs to be charged to the Measure I bond program.

Recommendation:

It is recommended the Board of Trustees authorize staff to issue the purchase order for the Tomales Bus Yard Waterproofing Project to the apparent low and responsible bidder.

Attachments:

Proposals: FRC, Inc., Western Roofing, Wildcat



October 2, 2019

To: **Shoreline Unified School District**
10 John Street
P.O. Box 19894971
Tomales, CA

Attention: **Facilities**

Via e mail: NA Phone: NA

Re: Shoreline Unified Bus Garage French Drain

Inclusions:

Clear & grub area behind bus barn. Regrade slope & install approx. 230 lf. French drain with fabric, ¾" drain rock, & 4" perf pipe per specifications provided.

Exclusions/Qualifications

- 1) *Cost of permits / Fees. FRC Inc. will obtain & be reimbursed for costs*
- 2) *Special inspection costs*

Prices for Above Items:

Total Project Proposal Amount = \$40,977

Frank R. Ruggirello, President

Signature:

Date:

Quote Acceptance

9680 Old Redwood Hwy
Windsor, CA 95492
Phone (707) 837-5065 * Fax (707) 837-5623

		PROJECT NAME: Shoreline Bus Barn French Drain	
		ENG. EST. \$	NA
		BID DATE:	10/2/2019
		TIME:	1:30 PM
		START / DURATION:	1 days
		LIQUIDATED DAMAGES \$	NA a day
Brd #	SPEC	DESCRIPTION	Subs
		FRC GENERAL CONDITIONS-SHT.#2	2,964
		Utility location	
		Division 2: Demolition/ Site Work	
	02 41 13	Selective Site Demolition	
		Survey	NA
		Division 3: Concrete	
	03 30 00	Cast-In-Place Concrete	NA
		Division 4: Masonry	
	04 22 00	Concrete Unit Masonry	NA
		Division 5: Metals	
	05 50 00	Metal Fabrications	NA
		Division 6: Wood & Plastics	
	06 10 00	Rough Carpentry	NA
		Division 7: Thermal & Moisture	
	07 14 00	Waterproofing	15,000
	07 92 00	Joint Sealants	NA
		Division 8: Doors & Windows	
	08 11 13	Hollow Metal Doors and Frames	NA
	08 71 00	Door Hardware	NA
		Division 9: Finishes	
	09 21 16	Gypsum Board Assemblies	NA
	09 24 00	Cement Plaster	NA
	09 90 00	Paintings and Coatings	NA
		Division 10	
		Fire Extinguishers	NA
		Division 22: Plumbing	
		Remove & Replace € Gas line	1,200
		Division 26: Electrical	
		Electrical	NA
		FA	
		Division 31: Earthwork	
	31 11 00	Clearing & Grubbing	NA
	31 22 00	Grading	NA
	31 23 33	Trenching Excavation and Backfill	NA
	31 25 00	Erosion and Sedimentation Control	1,000
		Division 32: Exterior Improvements	
	32 11 23	Aggregate Base	NA
	32 13 13	Concrete Paving	NA
	32 31 13	Chain Link Fence and Gates	NA
	32 84 00	Irrigation - Repairs	NA
	32 90 00	Landscape Planting & Establishment	NA
	32 91 00	Soil Preparation & Fine Grading	NA
		Striping & Signage	NA
		Division 33: Utilities	
	33 40 00	Storm Drainage Utilities	16,100
		Sub Bonds	NA
		SUB TOTAL	36,264
		SUB BONDS	-
	1.50%	INSURANCE	615
	0.00%	BOND PREMIUM	-
	10.0%	MARGIN	4,098
		TOTAL BID	40,977
		Allowance	-
		Base Bid + Allowance	40,977



Contract / Proposal

Bid Date: 21-May-19

<u>Customer Information</u>			<u>Project Information</u>
Shoreline Unified School District			Shoreline Unified School District Bus Barn Waterproofing
10 John Street			
Tomales	CA	94971	
John Dilena		707-888-1560	

SECTION A. STATEMENT OF WORK (SCOPE OF WORK):

The "Customer" and Western Roofing Service "Contractor" are the parties to this Contract/Proposal. This statement of work (SOW) is subject to the terms and conditions as set forth in this Agreement. In the event of any conflict or inconsistency between the terms and conditions of this Agreement, the SOW or any other documents incorporated by reference herein, the terms and conditions of this Agreement shall prevail. WESTERN ROOFING SERVICE the "Contractor" is pleased to submit the following proposal to perform and furnish the labor, materials, insurance, supervision, and equipment as described here for:

**** Base Bid - Install HLM5000 standard application to vertical surface of concrete wall. Proposal includes approximately 125'long x 5'high vertical surface area.**

- Pressure wash wall to remove soil contaminants.
- Prep surface cracks using application of urethane sealant and or 3 course application of HLM5000 and polyester reinforcement.
- Apply HLM5000 to prepared vertical surface at 25sf/gal.
- Install 1/4" asphaltic protection board to vertical surface.

Exclusions and Qualifications:

- Base Bid excludes demolition of existing membrane if discovered during excavation.
- Base Bid excludes all asbestos and lead abatement.
- Base Bid excludes all excavation, shoring, removal of fencing, etc. Owner to provide minimum 5' clear from face of wall for access to vertical wall being waterproofed.
- Base Bid excludes backfill, drainage screen, landscaping, landscaping boarder, river rock, plastic sheeting, perforated pipe.
- Proposal includes portable restroom.
- Proposal excludes bonds and permits.
- Provide 2 year contractor warranty limited to HLM5000 application, warranty excludes leak free guarantee.

SECTION B. BASE BID:	\$	23,009
	Total: \$	23,009
SECTION B.1 Deductive Alternate for 1/8" Protection Board:	\$	1,856

Contract/Proposal

Continued

SECTION C. QUALIFICATIONS TO BASE BID:

- SERVICE WORK Warranty - Contractor's warranty of one (1) year shall be limited and apply only to product applications and specific work as described and performed above. Contractor does not express or imply a guarantee or warranty for watertight integrity of ANY existing (old) membranes or waterproofing applications directly adjacent to our work. If a warranty is applicable to work under this agreement it only applies to work performed under the agreement.
- SERVICE WORK Roof Drains - Where applicable, Western shall provide a visual inspection of existing drains and scupper outlets to determine their functionality. Unless specifically stated, Western does not water test drains, therefore it is unknown if internal blockage exists unless visually obvious. Active and dynamic water testing shall be performed only when testing is indicated in our specific scope of work or when requested in writing by the customer. Any drain/scupper that is visually identified non-functional or exhibiting suspect conditions will be reported.
- Base Bid excludes all related TRADE-work such as carpentry, plumbing, sheet metal, painting, unless specifically stated as included in SOW.
- This Contract/Proposal or AIA Construction Contract A401 shall serve as the contract agreement between Customer and Western Roofing Service (Contractor). If a Customer's or General Contractor's proprietary subcontract agreement is used as a substitute to these agreements, all qualifications and Terms and Conditions (T&C) shall be included as an addendum or referenced to as an Exhibit to the substitute agreement. A substitute agreement to this Contract/Proposal or AIA A401 shall be subject to a Contract Review Fee.
- Base Bid includes (1) uninterrupted crew mobilization. Additional Labor or Equipment mobilizations are subject to additional charges.
- Base Bid excludes all interior protection and all temporary weather protection, unless specifically stated.
- Base Bid excludes all related building code upgrades, unless specifically stated to be included.
- Base Bid excludes all Permit Fees, Bond Fees and Warranty Fees unless specifically stated to be included.
- Customer to provide parking access for all construction vehicles and equipment during the duration of our work.
- Customer to provide safe (OSHA approved) access and egress for the work.
- Proposal is based on conditions described herein. Additional charges will apply to changed in conditions or discovery of any unforeseen site conditions or working conditions.
- Work hours shall be 7:00AM to 3:30PM, unless otherwise agreed to by both parties in writing.
- For Public Works Projects. DLSE Reg. No.100000717 Roofing Constructors, Inc., dba Western Roofing Service - CA
- Addenda/Notifications Acknowledged: **NONE**

SECTION D. TERMS AND CONDITIONS/QUALIFICATIONS: The Proposal Price is based upon the Scope of Work, Conditions, and exclusions and Terms and Conditions as listed below (Section H) and qualifications/clarifications listed above (Section C). Please read this entire proposal carefully. Changes to the Scope of Work or Conditions may result in additional charges. The foregoing is a limited estimate only based upon the information provided which does not account for a number of factors that could significantly impact this limited offer, including but not limited to an investigation of the site and conditions under which the work is to be performed revealing conditions neither disclosed or observed prior to the communication of this offer. Any additional or different terms beyond what is set forth in this proposal/contract shall not be effective unless specifically accepted by Contractor in writing.

Contract/Proposal
Continued

SECTION E. PROPOSAL. This Proposal is subject to revision or withdrawal by Contractor for any reason until communications of acceptance, and may be revised after communication of acceptance where an inadvertent error by Contractor has occurred. The Proposal expires thirty (30) days after the date stated above if not earlier accepted, revised or withdrawn. **TERMS AND CONDITIONS:** Any additional or different terms beyond what is set forth in this proposal/contract shall not be effective unless specifically accepted by Contractor by a signed document indicating Contractor's agreement to be bound thereto.

SECTION F. REQUIRED INFORMATION PER CONTRACTORS STATE LICENSE BOARD. Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within 10 years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, CA 95826.

Submitted By: **Kris Makie** Title: **Project Mgr./Estimator**

Off. Phone: **(510) 686-4951** Cell: **(415) 716-6715** Email: kmakie@comcast.net

Buyer's Acceptance: You are hereby authorized to procure materials, equipment, supplies and labor to proceed with work outlined herein. I agree to pay the amount stated and agree to the contract terms and conditions.

Name: Title: Date:

SECTION H. TERMS and CONDITIONS (Paragraph 1 to 23)

Nature of Work. Western Roofing Service ("Contractor") shall furnish the labor and material to perform the work described herein or in Statement of Work/Scope of Work (SOW) in the referenced contract documents. Contractor does not provide engineering, consulting or architectural services. It is the Owner's responsibility to retain a licensed architect or engineer to determine proper design and code compliance. Contractor is not responsible for structural integrity and design, including compliance with codes. If plans, specifications or other design documents have been furnished to Contractor, Customer warrants that they are sufficient and conform to all applicable laws and building codes. Contractor is not responsible for loss, damage or expense due to defects in plans or specifications or building code violations unless such damage results from a deviation by Contractor from the contract documents. Customer warrants all structures to be in sound condition capable of withstanding normal roofing construction equipment and operations. Contractor is not responsible for location of roof drains, adequacy of drainage or ponding on the roof.

1. Payment. Unless stated otherwise on the face of this proposal, Owner shall pay the contract price plus any additional charges for changed or extra work within ten (10) days of "Substantial Completion" of the Work. Substantial Completion will be defined by all Work, relative to the project's applicable SOW, being completed by Contractor with only punch list items, as agreed between the parties, remaining and provided the manufacturer certifies the work for warranty coverage by the manufacturer. If completion of the Work extends beyond one month, Owner shall make monthly progress payments to Contractor by or before the fifth (5th) day of each month for the value of Work completed during the preceding month, plus the value of materials suitably stored for the project. All invoices are due and payable 15 days from invoice date. All sums not paid when due shall earn interest at the rate of 1-1/2% per month. Contractor shall be entitled to recover from Owner costs of collection, including attorney's fees, resulting from Owner's failure to make proper payment when due. In no case shall a paid-when-paid clause apply to or delay the timeliness of lump sum payment or progress payments stated herein.

Roofing Constructors Inc.,
dba Western Roofing Service
15002 Wicks Blvd, San Leandro, CA 94577
California CL# 180533, B, C39, C33,
NV0077470, Hawaii C14631, Guam 6132

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Initial/Ack.

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Contract/Proposal
Continued

2. **Asbestos and Toxic Materials.** This proposal and contract is based upon the work to be performed by Contractor not involving asbestos-containing or toxic materials and that such materials will not be encountered or disturbed during the course of performing the roofing work. Contractor is not responsible for expenses, claims or damages arising out of the presence, disturbance or removal of asbestos-containing or toxic material. In the event that such materials are encountered, Contractor shall be entitled to reasonable compensation for all additional expenses incurred as a result of the presence of asbestos-containing or toxic materials at the work site.

3. **Insurance.** Contractor shall carry worker's compensation, automobile liability, commercial general liability and such other insurance as required by law. Contractor will furnish a Certificate of Insurance, evidencing the types and amounts of its coverages, upon request. Customer shall purchase and maintain builder's risk and property insurance, upon the full value of the entire Project, including the labor, material and equipment furnished by Contractor, covering fire, extended coverage, windstorm, vandalism and theft on the premises to protect against loss or damage to material and equipment and partially completed work until the job is completed and accepted and Contractor's equipment is removed from the premises.

4. **Additional Insured.** If Customer requires and Contractor agrees to name Customer or others as an additional insured on Contractor's liability insurance policy, Customer and Contractor agree that the naming of Customer or other parties as an additional insured is intended to apply to claims made against the additional insured to the extent the claim is due to the negligence of Contractor and is not intended to make the Contractor's insurer liable for claims that are due to the fault of the additional insured. Contractor hereby elects to proceed under all applicable California Civil Code Sections, specifically §2782 (e.)(2) and/or §2782.05 (e.)(2), and further upon final resolution of any such Claim, Contractor shall be proportionally reimbursed for defense fees, and cost previously paid by Contractor. In no event shall indemnification by Contractor be greater than permitted under the statutes or public policy of the State of California.

5. **Changes in the Work and Extra Work.** Customer shall be entitled to order changes in the Work and the total contract price adjusted accordingly. Any modification to the SOW to be installed by Contractor, not shown on the plans provided to Contractor prior to submittal of this proposal, shall be subject to an extra work change order. Any carpentry work required to replace rotten or missing wood or deteriorated decking shall be done on a labor and material basis as an extra unless specifically included in the Scope of Work section.

6. **Availability of Site.** Contractor shall be provided with direct access to the work site for the passage of trucks and materials and direct access to the roof. Contractor shall not be required to begin work until underlying areas are ready and acceptable to receive Contractor's work and sufficient areas of roof deck are available and free from dirt, snow, ice, water or debris to allow continuous full operation until job completion. The expense of snow, ice, water or debris removal and any extra trips by Contractor to the job as a result of the job not being ready for roof application after Contractor has been notified to proceed will be charged as an extra.

7. **Site Conditions.** Contractor shall not be responsible for additional costs due to the existence of utilities, wet insulation, deteriorated deck or other subsurface or latent conditions that are not disclosed in writing to Contractor. The raising, disconnection or re-connection of any mechanical equipment on the roof that may be necessary for Contractor to perform the roofing work shall be performed by others or treated as an extra

8. **Price Volatility.** Asphalt, steel products, isocyanate, and other roofing products, including cost of delivery are sometimes subject to unusual price volatility due to conditions that are beyond the control or anticipation of Contractor. If there is an increase in these or other products between the date of this proposal and the time when the work is to be performed, the amount of this proposal/contract may be increased to reflect the additional cost, contractor will provide written documentation and advance notice to Customer.

5/22/2019
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Contract/Proposal

Continued

- 9. Fumes and Emissions.** Owner and Contractor acknowledge that asphalt may be heated by Contractor, odors and emissions from other roofing products will be released and noise will be generated as part of the roofing operations to be performed by Contractor. Customer shall be responsible for interior air quality, including controlling mechanical equipment, HVAC units, intake vents, wall vents, windows, doors and other openings to prevent fumes and odors from entering the building. Customer is aware that roofing products emit fumes, vapors and odors during the application process. Customer shall hold Contractor harmless from claims from third parties relating to fumes and odors that are emitted during the normal roofing process.
- 10. Back Charges.** No back charges or claims for payment of services rendered or materials and equipment furnished by Customer to Contractor shall be valid unless previously authorized in writing by Contractor and unless written notice is given to Contractor within ten (10) days of the event, act or omission which is the basis of the back charge.
- 11. Damages and Delays.** Contractor will not be responsible for damage done to Contractor's work by others. Any repairing of the same by Contractor will be charged at regular scheduled rates over and above the amount of this proposal. Contractor shall not be responsible for loss, damage or delay caused by circumstances beyond its reasonable control, including but not limited to acts of God, weather, accidents, fire, vandalism, strikes, jurisdictional disputes, failure or delay of transportation, shortage of or inability to obtain materials, equipment or labor; changes in the work and delays caused by others. In the event of these occurrences, Contractor's time for performance under this proposal shall be extended for a time sufficient to permit completion of the Work.
- 12. Electrical Conduit.** Contractor's price is based upon there not being electrical conduit or other materials embedded within the roof assembly unless expressly identified on the face of this proposal. Customer will indemnify Contractor from any personal injury, damage, claim, loss or expense resulting from the presence of electrical conduit, shall render the conduit harmless so as to avoid injury to Contractor's personnel, and shall compensate Contractor for additional time, labor and expense resulting from the presence of such materials.
- 13. Right to Stop Work.** The failure of Customer to make proper payment to Contractor when due shall entitle Contractor, at its discretion, to suspend all work and shipments, including furnishing warranty, until full payment is made or terminate this contract. The contract sum to be paid Contractor shall be increased by the amount of Contractor's reasonable costs of shut-down, delay and start-up.
- 14. Interior Protection.** Customer acknowledges that demolition, re-roofing and most general construction activities may cause disturbance, dust or debris to fall into the interior and possibly, if hot asphalt or pitch is used, dripping may occur depending upon deck conditions. Customer agrees to remove or protect property directly below the roof in order to minimize potential interior damage. Contractor shall not be responsible for disturbance, damage, clean-up or loss to interior property that Customer did not remove or protect prior to commencement of roofing operations. Customer shall notify tenants of re-roofing and the need to provide protection underneath areas being re-roofed. Customer agrees to hold Contractor harmless from claims of tenants who were not so notified and did not provide protection.
- 15. Working Hours.** This proposal is based upon the performance of all work during Contractor's regular working hours. Unless state otherwise in this SOW normal work hours are 7:00 AM to 3:30 PM. Extra charges will be made for overtime and all work performed other than during Contractor's regular working hours, if required by Customer.
- 16. Warranty.** Contractor's work will be warranted by Contractor in accordance with its standard warranty, which is made a part of this proposal and contract and incorporated by reference. A copy of Contractor's standard warranty is attached or, if not, will be furnished upon request. Contractor SHALL NOT BE LIABLE FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES. The acceptance of this proposal by the Customer signifies his agreement that this warranty shall be and is the exclusive remedy against Contractor for all defects in workmanship furnished by Contractor. A manufacturer's warranty shall be furnished to Customer if a manufacturer's warranty is called for on the face of this proposal. It is expressly agreed that in the event of any defects in the materials furnished pursuant to this contract, Customer shall have recourse only against the manufacturer of such material.
Customer expressly waives all Contractor's Liability if Customer fails to maintain the statement of work in accordance with the Manufacturer's instructions.

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Contract/Proposal

Continued

17. Indemnification. To the fullest extent permitted by law, Contractor shall indemnify and hold harmless the customer, and all of their agents, officers, directors, and employees from and against all claims, damages, and losses directly caused by Contractor's work under this Contract provided that any such claim, damage, loss or expense is caused in whole or in part, and only to the extent from a negligent act or omission of Tecta or anyone for whose work Contractor is responsible under this contract. IN NO EVENT SHALL SUCH LIABILITY INCLUDE INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, UNMITIGATED, OR CONSEQUENTIAL DAMAGES.

18. Mold. Contractor and Customer are committed to acting promptly so that roof leaks are not a source of potential interior mold growth. Customer will make periodic inspections for signs of water intrusion and act promptly; including notice to Contractor if Customer believes there are roof leaks, to correct the condition. Upon receiving notice, Contractor will make repairs promptly so that water entry through the roofing installed by Contractor is not a source of moisture. Contractor is not responsible for indoor air quality, mold, mildew or any alleged injury resulting therefrom. Owner shall hold harmless and indemnify Contractor from claims due to poor indoor air quality and resulting from a failure by Owner to maintain the interior of the building in a manner to avoid growth of mold.

19. Oil-Canning. Metal roofing and especially lengthy flat-span sheet-metal panels often will exhibit waviness, commonly referred to as "oil-canning." The degree of oil-canning and the appearance of the panels will vary depending on factor such as the length and color of the panels, alloy, gauge, galvanizing process, substrate condition, and exposure to sunlight. Oil-canning pertains to aesthetics and not the performance of the panels and is not controlled by the roofing Contractor. The type of metal roofing panels specified can affect the degree of oil-canning. Provided Contractor provides and uses metal roofing panels that are of equal dimensions, gauge and strength of the existing panels and panels that are to be replaced, Contractor is not responsible for oil-canning or aesthetics. Oil-canning shall not be grounds to withhold payment or reject panels of the type specified.

20. Wind Loads or Uplift Pressures. Contractor is responsible for the Work to be in compliance with applicable codes and regulations and to specify or show the Work that is to be performed. Contractor is not responsible for design of the actual roof materials or roof design, including calculation or verification of wind-load design, except to the extent such materials or roof design do not perform as anticipated because of negligent or improper installation by Contractor or Contractor's subcontractors or agents. To the extent minimum wind loads or uplift pressures are required, Contractor's bid is based solely on manufacturer's printed test results. Contractor itself makes no representation regarding wind uplift capacity and assumes no liability for wind uplift except as explicitly stated in this Agreement.

21. Material References. Contractor is not responsible for the actual verification of Technical specifications of product manufacturers; i.e., R value or ASTM or UL compliance, but rather the materials used are represented as such by the material manufacturer.

22. Dispute Resolution - Arbitration. If a dispute shall arise between Contractor and Customer with respect to any matters or questions arising out of or relating to this Agreement or the breach thereof, such dispute shall be decided by arbitration administered by and in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association. This Agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law. The award rendered by the arbitrators shall be final, and judgment may be entered upon it in any Court having jurisdiction thereof. Any legal claim against Contractor, including a claim alleging any breach of this contract or negligence by Contractor must be initiated no later than two (2) years after Contractor completed roof installation. Collection matters may be processed through litigation or arbitration at the discretion of the Contractor.

23. Price Contingency. The price provided for the identified scope of work is contingent and based upon this Contract/Proposal or execution of a standard AIA construction contract document, such as AIA A401.

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Roofing Constructors Inc.,
dba Western Roofing Service
15002 Wicks Blvd, San Leandro, CA 94577
California CL# 180533, B, C39, C33,
NV0077470, Hawaii C14621, Guam 6132

Wildcat Construction
PO Box 801
Penngrove, Ca 94952
Lic.# 382855

Waterproofing

PROPOSAL AND CONTRACT

CLIENT:

HUGH WHELAN

GREYSTONE WEST COMPANY
621 WEST SPAIN STREET, SONOMA, CA 95476

CELL: 707.291.2783 | MAIN: 707.933.0624 | FAX: 707.996.8390
Hugh@crevstonewest.com | www.crevstonewest.com

JOB ADDRESS: Tomales Bus Facility

DESCRIPTION OF WORK TO BE DONE: The contractor agrees to construct and complete in a good, workmanlike and substantial manner, upon the real property hereinafter described, furnishing all labor, materials, tools, machinery, equipment and temporary utilities, the following described project:

Clear and grub, remove trees within the excavation area, chip and spread or dispose of at the landfill, remove abandoned telephone pole in excavation area, excavate 4' wide by 4' deep area along building to facilitate waterproofing (by others), shore excavated area for safety, provide and install 6" perforated pipe, provide and install drain rock per drawings provided, backfill with native soil and compact.

CONSTRUCTION LENDER: None
INSURANCE COMPANY: N/A

Time and material rates:

or

Due Upon Completion \$42,800

INSURANCE: We carry Workman's Compensation Insurance and General Liability Insurance. If requested, we will make a copy of the Certificates of Insurance available to you at no charge. Or if you wish to be named as an additional insured the charge is \$100.00.

TIME FOR START AND COMPLETION OF WORK: The work to be performed by Contractor pursuant to this Agreement shall be commenced within TBD – depending on building installation by others__ days from signed agreement, and be substantially complete within __10__ working days, subject to such delays as is permissible under section 8. Contractor's failure to substantially commence work without lawful excuse, within twenty (20) days from the date specified above is a violation of the Contractors License Law.

PAYMENT OF BILLS BY CONTRACTOR: Contractor shall pay promptly all valid bills and charges for material, labor, machinery, equipment or any other service or facility used in connection with or arising out of the construction Project. *Except that the Contractor shall be excused from this obligation to the extent that the Owner is in arrears in making progress payments to the Contractor.*

Phone: 707-763-5600

Fax: 707-763-5700

E Mail: Lisa@WildcatNorcal.com

SHORELINE SCHOOL DISTRICT
Business Services Administration

Regular Meeting
October 17, 2019

To: Bob Raines, Superintendent

Subject: Award of Contract to Enviroplex for the Bodega Bay Elementary School Pre-K Building Project utilizing the Willows Unified School District Piggyback Contract.

Background: The Board will consider for award a contract for the modular classroom building at Bodega Bay Elementary School. The District received a proposal from Enviroplex, Inc. on September 25, 2019. The District's Construction Manager, Greystone West Company, and the District's legal counsel, School and College Legal Services have reviewed the contract for conformance with District and statutory requirements.

Fiscal Impact: The contract amount will be \$297,716.57 with all costs to be charged to the Measure I bond program.

Recommendation: It is recommended the Board of Trustees authorize staff to ratify the contract for the Bodega Bay School Pre-K Building Project to Enviroplex, Inc.

Attachments: Enviroplex Contract

AGREEMENT FOR PURCHASE OF MODULAR BUILDINGS
PURSUANT TO WILLOWS UNIFIED SCHOOL DISTRICT CONTRACT

THIS AGREEMENT, made and entered into this 25th day of September, 2019, by and between the Shoreline Unified School District, hereinafter called "District" and Enviroplex, Inc., hereinafter called "Contractor".

The parties hereto mutually agree as follows:

1. This Agreement consists of, and hereby specifically incorporates by reference, the Contract between Willows Unified School District and Contractor originally entered into on January 15, 2018 (including all "contract documents" as defined therein), which is attached as Exhibit "A" hereto. In case of conflict or inconsistency, the order of precedence of the Contract Documents shall be first this Agreement, followed by Exhibit A, followed the District's "General Conditions", attached as Exhibit B. Exhibits A and B collectively are referred to herein as the "Contract Documents." The provisions of Exhibit B, notwithstanding anything to the contrary therein including but not limited to section 3(a) thereof, shall apply only (a) to the extent reasonably applicable to this Agreement in light of the nature of the Work; (b) to the extent that the subjects of such provisions are not fully addressed in this Agreement and in Exhibit A; and (c) to the extent that the provisions of Exhibit B are reasonably applicable only to work performed at the site of installation, such provisions shall only apply to that portion of the work.
2. The following provisions of General Conditions, Exhibit B, shall not apply:
 - a. Section 40(e);
 - b. Section 40(g)(2)
3. Contractor agrees to supply, deliver and install (1) 40x32 classroom building as ordered by the District in accordance with the terms and conditions of this Agreement. Such buildings are to be installed at the Bodega Bay campus. In connection therewith, the District and the Contractor shall be bound by all terms and conditions specified in the Contract Documents.
4. Compensation. As full compensation for the Contractor's complete performance of the work in this Agreement, the District agrees to pay the Contractor, and the Contractor agrees to accept the sum of Two Hundred Ninety-eight Thousand, Seven Hundred Sixteen and 57/100 dollars (\$297,716.57) which shall be paid to Contractor according this Agreement.
5. Indemnification. Contractor shall indemnify, defend with counsel reasonably acceptable to the District, and hold harmless to the full extent permitted by law, the District and its Board of Education, officers, agents, architect, construction manager, employees and volunteers from and against any and all liability, loss, damage, claims, expenses and costs (including, without limitation, attorney fees and costs and fees of litigation) (collectively, "Liability") of every nature arising out of or in connection with Contractor's negligent performance of the project or its failure to comply with any of its obligations contained in these Contract Documents, except to the extent that such

Liability is caused by the negligence or willful misconduct of the District, its Board of Education, officers, agents, architect, construction manager, employees and volunteers. Such indemnification shall extend to all claims, demands, or liabilities occurring after completion of the project as well as during the progress of the work. Pursuant to California Public Contract Code Section 9201, the District shall timely notify Contractor of receipt of any third-party claim relating to this project.

6. Insurance. Contractor shall obtain insurance as provided in Exhibit C. All required insurance must be written by an admitted company licensed to do business in the State of California at the time the policy is issued. All required insurance shall be equal to or exceed an A VIII rating as listed in Best's Insurance Guides' latest edition. On a case-by-case basis, the District may accept insurance written on a company listed on the State of California Department of Insurance List of Eligible Surplus Lines ("LESLI List") with a rating of A XII or above as listed in Best's Insurance Guides latest edition. Required documentation of such insurance shall be furnished to the District at the time Contractor returns the executed Contract. Contractor shall not commence work nor shall it allow its employees or subcontractors or anyone to commence work until all insurance required hereunder has been submitted and approved and a notice to proceed has been issued. To the extent that such endorsements are reasonably commercially available, the District shall be named as additional insured for all liability arising out of the operations by or on behalf of the named insured, and the policy shall protect the additional insured, its officers, agents and employees against liability for bodily injuries, deaths or property damage or destruction in the performance of the Contract. The certificates must state that the insurance is under an occurrence based, and not a claims-made, policy. All required policies shall be endorsed with the following language, to the extent such endorsement is reasonably commercially available:

"The insurance provided herein is primary and no insurance held or owned by the District shall be called upon to contribute to a loss."

The Contractor shall take out and maintain at all times during the life of this Agreement, up to the date of acceptance of the work by the District, the following policies of insurance:

1. Public Liability Insurance: Personal injury and replacement value property damage insurance for all activities of the Contractor and its Subcontractors arising out of or in connection with this Contract, written on a comprehensive general liability form including contractor's protected coverage, blanket contractual, completed operations, vehicle coverage and employer's non-ownership liability coverage, in an amount no less than \$2,000,000 combined single limit personal injury and property damage for each occurrence.
2. Workers' Compensation Insurance: The Contractor shall furnish to the District satisfactory proof that the Contractor and all Subcontractors it intends to employ, have procured, for the period covered by the proposed Contract, full Workers' Compensation insurance and employer's liability with limits of at least \$1,000,000 with an insurance carrier satisfactory to the District for all persons whom they may employ in carrying out the work contemplated under this

Agreement in accordance with the Workers' Compensation Insurance and Safety Act, approved May 26, 1913, and all acts amendatory or supplemental thereto (the "Act").

7. At or before the time of execution of the Contract, the Contractor must file with the District the following bonds:

(1) Performance Bond: A corporate surety bond, in a sum not less than 100 percent of the amount of the Contract, to guarantee the faithful performance of the Contract.

(2) Payment Bond: A corporate surety bond, in a sum not less than 100 percent of the amount of the Contract, to guarantee the payment of wages for services engaged and of bills contracted for materials, supplies, and equipment used in the performance of the Contract.

Corporate sureties on these bonds and on bonds accompanying bids must be admitted sureties as defined in California Code of Civil Procedure Section 995.120(a), legally authorized to engage in the business of furnishing surety bonds in the State of California. All sureties and bond forms must be satisfactory to the District.

8. Prevailing Wage. As required by Labor Code Section 1773.2, the District has on file in its office copies of the general prevailing rate of per diem wages for workers employed on public works as determined by the Director of Industrial Relations. This document shall be available to any interested party on request and shall be posted at the job site by the Contractor. The provisions of Sections 46(b) and 46(c) of the General Conditions (Exhibit B) shall apply only to work performed on the job site.

9. Warranty. Contractor hereby warrants each building supplied, delivered and installed under this Agreement as follows: Contractor hereby guarantees that it will correct, at the sole cost of Contractor, any defects resulting from faulty manufacture or installation of the buildings or from the use of defective material in the manufacture thereof and noted by the District and communicated to Contractor in writing within a period of one (1) year from the date of the recording of the Notice of Completion by the District unless a longer guarantee is specifically called for in the Contract Documents.

10. Financing. The District reserves the right to enter into a lease with option to purchase the portable structures furnished under this contract with a third party of the District's choice. The Contractor shall not unreasonably withhold its consent to any such assignment by the District of the right to purchase or lease with option to purchase as contemplated herein to any such third party. The Contractor shall, upon the District's written request, execute any and all documents reasonable or necessary to effectuate the conveyance of title to such portable structures furnished under such a lease with option to purchase.

11. Time for Completion. The parties hereby agree that all buildings required to be supplied delivered and installed pursuant to this Agreement shall be completed, including DSA approval, and all terms and conditions of this Agreement and the Contract Documents shall be performed by August 1, 2020. The parties further agree that time is of the essence in the performance of this Agreement, and that the District will incur certain damages in the event Contractor fails to perform in accordance with the aforesaid deadline. The parties further agree that such damages would be difficult to calculate with certainty, and hereby agree that a reasonable estimate of such damages is \$1000.00 per calendar day. In the event Contractor fails to deliver and install either or both of the buildings which are the subject of this Agreement, or fails to perform all other terms and conditions of this Agreement and the Contract Documents in a timely manner, the District shall be entitled to recover from the Contractor liquidated damages in the sum of \$1000.00 per calendar day, based upon the foregoing best and reasonable estimate of the parties, for each calendar day the Contractor has not fully performed after the deadline as set forth above.

12. Determination of Fingerprinting Requirement Application

The District has considered the totality of the circumstances concerning the Project and has determined that the Contractor and Contractor's employees:

 are subject to the requirements of Education Code Section 45125.2 and Paragraph (a) below, is applicable.

 X are not subject to the requirements of Education Code Section 45125.2 and Paragraph (b) below, is applicable.

- (a) Contracts for Construction, Reconstruction, Rehabilitation or Repair of a School Facility Involving More than Limited Contact with Students (Section 45125.2)

By execution of the Agreement/Contract, the Contractor further acknowledges that Contractor is entering into a contract for the construction, reconstruction, rehabilitation, or repair of a school facility where the Contractor and/or Contractor's employees will have more than limited contact with students and the services to be provided do not constitute an emergency or exceptional situation. In accordance with Education Code Section 45125.2 the Contractor shall, at Contractor's own expense, (1) install a physical barrier to limit contact with students by Contractor and/or Contractor's employees, or (2) provide for the continuous supervision and monitoring of the Contractor and/or Contractor's employees by an employee of the Contractor who has received fingerprint clearance from the California Department of Justice, and/or (3) provide for the surveillance of the Contractor and Contractor's employees by a District employee.

- (b) Contracts for Construction, Reconstruction, Rehabilitation or Repair of a School Facility Involving Only Limited Contact With Students (Section 45125.2)

By execution of the Agreement/Contract, the Contractor further acknowledges that Contractor is entering into a contract for the construction, reconstruction, rehabilitation or repair of a school facility involving only limited contact with students. Accordingly, the parties agree that the following conditions apply to any work performed by the Contractor and Contractor's employees on a school site: (1) Contractor and Contractor's employees shall check in with the school office each day immediately upon arriving at the school site; (2) Contractor and Contractor's employees shall inform school office staff of their proposed activities and location at the school site; (3) Once at such location, Contractor and Contractor's employees shall not change locations without contacting the school office; (4) Contractor and Contractor's employees shall not use student restroom facilities; and (5) If Contractor and/or Contractor's employees find themselves alone with a student, Contractor and Contractor's employees shall immediately contact the school office and request that a member of the school staff be assigned to the work location.

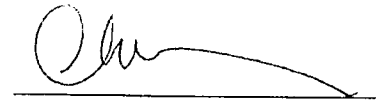
IN WITNESS WHEREOF, the parties hereto set their hands and seals on the day and year first hereinabove written.

SHORELINE UNIFIED SCHOOL DISTRICT

CONTRACTOR

By: Bob Raines, Superintendent

By:



Enviroplex Inc.
License No.: 640557

Approved MGRC Legal 9/24/19



Shoreline Unified School District -- Bodega Bay School
40x32 Pre-K Building (R2) (Foundation by Owner)
 Pricing subject to final design and finishes
 2016 CBC

Item #	Description	Unit	Qty	Unit Price	Total
1-STORY RIGID STEEL MOMENT FRAME BUILDINGS					
1005	30x32 Typical Classroom - High Seismic Zone where 1.875< Ss< 2.625	EA	1	\$ 64,780.45	\$ 64,780.45
1009	add 10x32 center module - High Seismic Zone where 1.875< Ss< 2.625	EA	1	\$ 23,975.34	\$ 23,975.34
2263	Weld Plates	EA	16	\$ 425.00	\$ 6,800.00
2300	2x4 access vent well with retained metal grate (Non ADA)	EA	1	\$ 4,179.27	\$ 4,179.27
2303	6' polyvent	EA	2	\$ 2,387.15	\$ 4,774.31
2304	12" high, 24 ga metal flashing	Per lf	144	\$ 21.04	\$ 3,030.12
Exterior Finish Options					
Wood or engineered wood products					
2402	2x6 exterior wall studs in lieu of 2x4 adder	Per lf	144	\$ 7.32	\$ 1,054.08
Upgraded Framing construction					
Roofing Options					
Standard pitch roofs (1/4:12), 2" galvanized standing seam, 5/8" plywood roof deck)					
2711	WUI Soffit Vents	EA	16	\$ 25.55	\$ 408.80
2712	WUI Gutter Guards	LF	80	\$ 4.69	\$ 387.54
2715	Downspouts - thick walled round pipe	EA	4	\$ 866.77	\$ 3,467.08
2901	"Cool Roof" standing seam metal, (Solar White Kynar) or equal	Per sf	1,280	\$ 4.80	\$ 6,150.02
GENERAL					
3000	Interior wall, 2x4, standard finish (tack board) (Décor or equal)	Per lf	100	\$ 54.15	\$ 5,414.93
3003	Interior wall extension from ceiling level to bottom of purlins	Per lf	64	\$ 36.38	\$ 2,328.33
3006	Toilet room, single, cold only (ADA compliant)	EA	1	\$ 10,525.98	\$ 10,525.98
3011	Blocking only, wall mounted accessories, 4x4	Per lf	80	\$ 12.88	\$ 772.96
3018	FRP wall panels	EA	198	\$ 3.44	\$ 680.51
3024	Ceiling tile - food service area approved	Per sf	64	\$ 1.40	\$ 89.78
Doors (KD Frames standard)					
3105	3070 steel door w/Schlage D96 lever hardware, Norton 7500 door closer	EA	3	\$ 1,928.89	\$ 5,786.68
3110	3070 interior wood door in steel frame, solid core, paint finished	EA	2	\$ 1,297.82	\$ 2,695.24
3136	Fire rated door, exterior, 3070, 20 Min (adder)	EA	4	\$ 616.67	\$ 2,466.69
3143	Metal awning style canopy (standing seam)	LF	14	\$ 231.00	\$ 3,234.00
Windows					
Daylighting windows, see "Daylighting" section below					
3200	8040 xox	EA	(2)	\$ 1,089.71	\$ (2,179.42)
3201	6040 xo	EA	6	\$ 880.86	\$ 5,285.17
3208	4040 fixed exterior	EA	2	\$ 1,076.74	\$ 2,153.49
3210	4040 fixed interior (SG, clear glass)	EA	1	\$ 924.96	\$ 924.96
Lights					
3414	Exterior Door Light - LED w/ Photocell - TWS LED	EA	4	\$ 305.00	\$ 1,220.00
Electrical Infrastructure					
3502	Duplex receptacle	EA	16	\$ 124.97	\$ 1,999.52
3504	GFI receptacle	EA	3	\$ 162.71	\$ 458.13
3506	Dedicated Circuit	EA	4	\$ 443.99	\$ 1,775.96
3508	4 square box with switch ring and 3/4" conduit stub to attic	EA	12	\$ 95.33	\$ 1,143.96
3509	Conduit 3/4"	Per lf	100	\$ 3.20	\$ 320.31
3510	Conduit 1"	Per lf	100	\$ 4.22	\$ 422.02
3516	N-light three way switching	EA	6	\$ 261.30	\$ 1,567.81
3605	Exhaust Fan - Orbit 150CFM (or equal)	EA	1	\$ 326.51	\$ 326.51
HVAC Systems					
4202	Bard 3.5 ton WH, "Quiet Climate 1" wall hung heat pump w/CRV, 4 duct runs, programmable Thermostat	EA	(1)	\$ 10,010.56	\$ (10,010.56)
4552	Bard 5.0 ton, Gas/Elec (as above) (14 IPLV)	EA	1	\$ 13,508.05	\$ 13,508.05
4553	Propane kit for gas/electric	EA	1	\$ 221.27	\$ 221.27
PLUMBING					
5003	Sink, kitchen, SS, 2 compartment, cold only	EA	1	\$ 2,902.53	\$ 2,902.53
5013	Prep sink: 1 compartment: Just NSF-124-24L (or equal)	EA	1	\$ 5,226.72	\$ 5,226.72
6019	hot/cold faucet - adder	EA	1	\$ 415.80	\$ 415.80
5020	goose neck faucet	EA	2	\$ 415.80	\$ 831.60
5106	Water Heater - Insta-Hot (2.5 gal or less) or equal	EA	1	\$ 1,512.00	\$ 1,512.00
5203	Hose bib, recessed (wall hydrant)	EA	1	\$ 1,259.21	\$ 1,259.21
5205	Gas line (black steel), rough in only and fixture fitting, ea	EA	2	\$ 1,082.18	\$ 2,164.36
5208	Copper pipe, Type "L", rough in only and fixture fitting, ea	EA	1	\$ 915.18	\$ 915.18
Toilet accessories					
5405	Toilet paper dispenser, surface mount, multi-roll, Bobrick B-2888	EA	1	\$ 147.41	\$ 147.41

5407	Tollet seat cover dispenser, surface mount, Bobrick B-221	EA	1	\$ 91.18	\$ 91.18
5408	Paper towel dispenser, surface mount, Bobrick B-262 (folded towels)	EA	1	\$ 146.73	\$ 146.73
Flooring (all prices per sf unless otherwise noted)					
5600	Bigelow, New Basics II, 26oz, w/unitary backing (or equal)	Per sf	920	\$ 5.91	\$ 5,434.99
5702	Burke 4" Vinyl - Roll @ 100' lengths	EA	400	\$ 4.80	\$ 1,918.08
6000	Armstrong Excelon or equal	Per sf	300	\$ 8.16	\$ 2,446.20
0 CASEWORK					
6608	101 24x34x24 single door	EA	3	\$ 836.49	\$ 2,509.46
6510	102 36x34x24 double door	EA	2	\$ 1,085.25	\$ 2,170.51
6622	153 42x34x24 ADA sink base	EA	1	\$ 1,211.19	\$ 1,211.19
6623	153 48x34x24 ADA sink base	EA	1	\$ 1,256.28	\$ 1,256.28
6524	170 30x34x12 cubble	EA	1	\$ 867.58	\$ 867.68
6527	170 48x34x12 cubble	EA	2	\$ 991.75	\$ 1,983.50
6669	300 36x30x12 wall hung/open	EA	2	\$ 576.38	\$ 1,152.76
6594	402 36x84x24 tall 2 door / lock	EA	2	\$ 1,844.67	\$ 3,689.34
6622	Laminate top / 4" backsplash (Wilsonart or equal)	Per lf	25	\$ 104.39	\$ 2,609.74

Sub-Total \$ **215,281.63**

Item	ENGINEERING AND DESIGN		Per hr	Piggyback Price	
1025	Foundation Design by Structural Engineer; Includes review, stamp, signature of ENV produced drawings (site specific on 2016 code); (96x40 footprint); Owner to provide ENV w/geo tech report to establish foundation design criteria, or state no geo tech is available at time of foundation design	Allowance	24	\$ 325.00	\$ 7,800.00
1025	ENV CAD drafting for site-specific foundation	EA	4	\$ 326.00	\$ 1,300.00
4825	Phenolic coating on HVAC unit	EA	1	\$ 1,950.00	\$ 1,950.00
1025	ENV CAD drafting for Stockpile review / approval; Includes 1 DSA appointment	Per Hr	4	\$ 325.00	\$ 1,300.00
1025	DSA Stockpile Review / Approval fees (Includes ACS/SS/FLS - structure only); Fee calculation based on \$200k base building value	Cost + 20%	1	\$ 3,960.00	\$ 3,960.00
1025	DSA In-plant Inspections (3rd party hire)	per mod	4	\$ 850.00	\$ 3,400.00
Design Fee Total					\$ 19,710.00

PROJECT CLOSE-OUT ITEMS					
1	Labor to close out site (exterior painting, ceiling tile installation, equipment start up and testing, light sweep out. Punchlist items)	hour	40	\$ 210.00	\$ 8,400.00
2	On-Site Labor (plumbing close-out) (assemble plumbing tree, attach fixtures, test connections, water tests)	hour	16	\$ 268.00	\$ 4,288.00
3	On-Site Labor (casework close-out) (final install and adjustment)	hour	1	\$ 2,700.00	\$ 2,700.00
1029	120 ton craning and rigging (8 hour minimum)	hour	8	\$ 1,500.00	\$ 12,000.00
4	Delivery	floor	4	\$ 3,250.00	\$ 13,000.00
5	Installation	floor	4	\$ 3,400.00	\$ 13,600.00
6	Administrative Fee to Willows School District (Final Project Manual Section 00 2113; Item 16 Sub-section B) (.25% of piggyback building price)				\$ 587.48
7	Bond		1		\$ 2,260.46
8	Estimated Tax		1		\$ 6,889.01
Grand Total					\$ 298,716.57

Notes:

- 1 Foundation design charges include Structural engineering, review and stamp for DSA approval.
- 2 Additional design & foundation costs may be incurred if the site specific soils condition or CGS review prompt footings that are outside of Enviroplex's standard foundation design
- 3 Pursuant to recent DSA guidelines as described on the new 1-MR form regarding the "Delegation of Authority for Modular & Relocatable Buildings", site specific inspection fees will be necessary if Enviroplex's structural engineer determines that he/she is required to personally inspect and observe construction site conditions and foundation progress. The scope and scale of this requirement will generally relate to a number of factors including, but not limited to, the experience of the foundation contractor, foundation design complexity, building square footage, geographic location and site & soils condition. These charges shall be owner responsibility and coordinated directly with Enviroplex's structural engineer. As outlined in the DSA bulletin, these responsibilities can be sub-delegated to the project's Architect of record at the owner's direction and discretion.
- 4 ENV Foundation Drafting fees increase to \$2000.00 per module if foundation is removed from ENV's Scope of Work.

GENERAL CONDITIONS

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1. DEFINITIONS

Addendum: A written change or revision to the Contract Documents issued to the prospective bidders prior to the time of receiving bids.

Alternate: The sum to be added to or deducted from the base Bid if the change in scope of work as described in Alternates is accepted by the District.

Approved: Approved by the District or the District's authorized representative unless otherwise indicated in the Contract Documents.

Architect: The person or firm holding a valid license to practice architecture or engineering which has been designated (if any designated) to provide architectural or engineering design services on this Project. When Architect is referred to within the Contract Documents and no architect or engineer has in fact been designated, then the matter shall be referred to the District Superintendent or designee.

As Directed: As directed by the District or its Architect, unless otherwise indicated in the Contract Documents.

As Selected: As selected by the District or its Architect, unless otherwise indicated in the Contract Documents.

Bid: The properly completed and signed proposal to perform the construction work for the Project as described in the Contract Documents.

Construction Manager: The individual or entity named as such by the District. If no Construction Manager is designated for the Project, all references to the Construction Manager in these Contract Documents shall mean the District and/or its designee.

Contract: The legally binding agreement between the District and the Contractor wherein the Contractor agrees to furnish the labor, materials, equipment, and appurtenances required to perform the work described in the Contract Documents and the District agrees to pay the Contractor for such work.

Contract Documents: The Contract Documents are described in the Contract for this Project.

Contractor: The person or entity holding a valid license in the State of California required for performing this Project and who has contracted with the District to perform the construction work described in the Contract Documents. The term Contractor shall be construed to mean all of the officers, employees, Subcontractors, suppliers, or other persons engaged by the Contractor for the work of this Project.

District and/or Owner: The District, its Governing Board, authorized officers and employees, and authorized representatives.

DSA: The State of California Division of the State Architect which has the authority to review, approve and inspect the design, alteration and construction of school buildings.

Final Completion: Final Completion is achieved when the Contractor has fully completed all Contract Document requirements, including, but not limited to, all final punch list items, to the District's satisfaction.

Inspector: The person engaged by the District to conduct the inspections required by the Education Code and Title 24.

Furnish: Purchase and deliver to the site of installation.

Governing Board: The Governing Board of the District.

Indicated or As Shown: Shown on drawings and/or as specified.

Install: Fix in place, for materials; and fix in place and connect, for equipment.

Modification: An authorized change to the Contract Documents which may or may not include a change in contract price and/or time.

Project: The total construction work and activities described in these Contract Documents.

Secure: Obtain.

Subcontractor: A person, firm, or corporation, duly licensed by the State of California, who has a contract with the Contractor to furnish labor, materials and equipment, and/or to install materials and equipment for work in this Contract.

2. ARCHITECT

The Architect is responsible for the overall design of the Project. The working drawings, technical Specifications, sketches and other information necessary to define the work covered by these Contract Documents have been prepared by the Architect. The Architect shall visit, inspect and observe the construction to determine general compliance with the Contract Documents, and interpret the drawings and Specifications consistent with their intent. The Architect shall evaluate the samples and other submittals required in the technical Specifications, and maintain an up-to-date log of all such items processed. The Architect will consult with the District, Contractor, and any state, county or city agency having jurisdiction over the work whenever necessary to further the best interests of the Project.

3. CONTRACT DOCUMENTS

a. Contents and Precedence

The Contract Documents consist of the executed Contract and all Addenda, all approved change orders, the completed Bid Form, the required Bonds and the Insurance forms, the Notice Inviting Bids, the Instructions to Bidders, the Notice of

Award, the Notice to Proceed, the General Conditions, any supplemental Conditions, the Technical Specifications, the Drawings and the completed Bidder's Questionnaire. The Contract Documents are complementary and anything required by one shall be as binding as if required by all. In case of conflicts within the Contract Documents, the order of precedence of interpretation shall be as listed above, with the executed Contract and any change order thereto having priority, and subsequent Addenda having priority over prior Addenda only to the extent modified by the subsequent Addenda. In case of conflict within the drawings, larger scale drawings shall govern smaller scale drawings, and written dimensions shall govern over scaled dimensions.

b. Ambiguities, Errors, and Inconsistencies

If, in the opinion of the Contractor, the construction details indicated on the drawings or otherwise specified are in conflict with accepted industry standards for quality construction and therefore might interfere with its full guarantee of the work involved, the Contractor shall promptly bring this information to the attention of the Architect for appropriate action before submittal of the bid. Contractor's failure to request clarification or interpretation of an apparent ambiguity, error or inconsistency waives that Contractor's right to thereafter claim any entitlement to additional compensation based upon an ambiguity, inconsistency, or error, which should have been discovered by a reasonably prudent Contractor, subject to the limitations of Public Contract Code §1104. During the Project, should any discrepancy appear or any misunderstanding arise as to the import of anything contained in the Contract Documents, the matter shall be promptly referred to the Architect, who will issue instructions or corrections.

c. Lines and Planes

All lines and planes appearing on Contract drawings to be horizontal or vertical and not explicitly indicated otherwise shall be constructed true and plumb. All lines and planes appearing on Contract drawings to intersect at right angles and not explicitly indicated otherwise shall be constructed at true right angles. Where details are indicated covering specific conditions, such details also apply to all similar conditions not specifically indicated.

d. Standards

The specification standards of the various sections of the Specifications shall be the procedural, performance, and material standards of the applicable association publications identified and shall be the required level of installation, materials, workmanship, and performance for the applicable work. Except where a specific date of issue is mentioned hereinafter, references to specification standards shall mean the edition, including amendments and supplements, in effect on the date of the Notice Inviting Bids. Where no standard is identified and a manufacturer is specified, the

manufacturer's specifications are the standards. All standards shall be subordinate to the requirements of the applicable codes and regulations.

e. Reference to the Singular

Wherever in the Specifications an article, device or piece of equipment is referred to in the singular number, such reference shall include as many such items as are shown on drawings or required to complete the installation.

4. INTENT OF DRAWINGS AND SPECIFICATIONS

- a. Drawings and Specifications are to be read as an integrated document. The Contractor shall promptly report to the Architect any ambiguities, discrepancies, or errors which come to the Contractor's attention.
- b. Figured dimensions shall be followed in preference to scaled dimensions, and the Contractor shall make all additional measurements necessary for the work and shall be responsible for their accuracy. Before ordering any material or doing any work, the Contractor shall verify all measurements at the Project site and shall be responsible for the correctness of same.
- c. It is the intent of the drawings and Specifications to show and describe complete installations. Items shown but not specified, or specified but not shown, shall be included unless specifically omitted.
 - 1) The Specifications shall be deemed to include and require everything necessary and reasonably incidental to the completion of all work described and indicated on the drawings, whether particularly mentioned or shown, or not.

5. TRADE DIVISIONS

Segregation of the Specifications into the designated trade divisions is only for the purpose of facilitating descriptions and shall not be considered as limiting the work of any subcontract or trade. Subject to other necessary provisions set forth in the Specifications, the terms and conditions of such limitations or inclusions shall lie solely between the Contractor and its Subcontractors. "Scope" as indicated in each section of the Specifications shall serve only as a general guide to what is included in that section. Neither the stated description nor the division of the plans and Specifications to various sections, which is done solely for convenience, shall be deemed to limit the work required, divide or indicate it by labor jurisdiction or trade practice, or set up any bidding barriers to the various sub-contractors or suppliers.

- a. The Contractor shall be responsible for the proper execution of all work required by the Contract Documents and for allocating such portions as the Contractor sees fit to

the various Subcontractors, subject to applicable law. The Contractor is cautioned that the various individual sections may not contain all work that the Contractor may wish to allocate to a particular Subcontractor or everything bearing on the work of a particular trade, some of which may appear in other portions of the plans or Specifications.

- b. If the Contractor elects to enter into any subcontract for any section of the work the Contractor assumes all responsibility for ascertaining that the Subcontractor for the work is competent, licensed, solvent, thoroughly acquainted with all conditions and legal requirements of the work, has included all materials and appurtenances in connection therewith in the subcontract, and has performed its work in strict compliance with the Contract Documents.
- c. It shall be the responsibility of the Contractor to notify each prospective Subcontractor at the time of request for bids of all portions of the Contract Documents, including the General Conditions, Supplementary Conditions and any parts of sections of Specifications or plans that the Contractor intends to include as part of the subcontract.

6. MASTER MANDATORY PROVISIONS

- a. Any material, item, or piece of equipment mentioned, listed or indicated without definition of quality, shall be consistent with the quality of adjacent or related materials, items, or pieces of equipment on the Project.
- b. Any method of installation, finish, or workmanship of an operation called for, without definition of standard of workmanship, shall be followed or performed and finished in accordance with best practices and consistent with adjacent or related installations on the Project.
- c. Any necessary material, item, piece of equipment or operation not called for but reasonably implied as necessary for proper completion of the work shall be furnished, installed or performed and finished; and shall be consistent with adjacent or related materials, items, or pieces of equipment on the Project, and in accordance with best practices.
- d. Names or numbered products are to be used according to the manufacturers' directions or recommendations unless otherwise specified.

7. CONTRACTOR

- a. The Contractor shall perform all the work and activities required by the Contract Documents and furnish all labor, materials, equipment, tools and appurtenances necessary to perform the work and complete it to the District's satisfaction within the time specified. The Contractor shall at all times perform the work of this Contract in a competent and workmanlike manner and, if not specifically stated, accomplish the

work according to the best standards of construction practice. The Contractor in no way is relieved of any responsibility by the activities of the architect, engineer, inspector or DSA in the performance of such duties.

- b. The Contractor shall employ a full-time competent superintendent and necessary assistants who shall have complete authority to act for the Contractor on all matters pertaining to the work. The superintendent shall be satisfactory to the District and, if not satisfactory, shall be replaced by the Contractor with one that is acceptable. Also, the superintendent shall not be changed without the written consent of the District unless the superintendent ceases to be employed by the Contractor.
- c. Contractor shall make the layout of lines and elevations and shall be responsible for the accuracy of both the Contractor's and the Subcontractors' work resulting therefrom. All dimensions affecting proper fabrication and installation of all Contract work must be verified by the Contractor prior to fabrication and installation by taking field measurements of the true conditions. The Contractor shall take, and assist Subcontractors in taking, all field dimensions required in performance of the work, and shall verify all dimensions and conditions on the site. If there are any discrepancies between dimensions in drawings and existing conditions which will affect the work, the Contractor shall promptly bring such discrepancies to the attention of the Architect for adjustment before proceeding with the work. Contractor shall be responsible for the proper fitting of all work and for the coordination of all trades, Subcontractors and persons engaged upon this Contract.
- d. Contractor shall do all cutting, fitting, or patching of Contractor's work that may be required to make its several parts come together properly and fit it to receive or be received by work of other contractors as shown, or reasonably implied by, the drawings and Specifications for the completed work. Any cost incurred by the District due to defective or ill-timed work shall be borne by the Contractor.

8. RESPONSIBILITY OF CONTRACTOR

- a. Contractor shall be held strictly responsible for the proper performance of all work covered by the Contract Documents, including all work performed by Subcontractors. All work performed under this Contract shall comply in every respect to the rules and regulations of all agencies having jurisdiction over the Project or any part thereof.
- b. Contractor shall submit Verified Reports as defined in §§4-336 and 4-343 (c), Group 1, Chapter 4, Part I, Title 24, California Code of Regulations ("CCR"). The duties of the Contractor are as defined in §4-343, Group 1, Chapter 4, Part I, Title 24, of the CCR. Contractor shall keep and make available a copy of Title 24 of the CCR at the job site at all times.

- c. Where, because of short supply, any item of fabricated materials and/or equipment, indicated on drawings or specified is unobtainable and it becomes necessary, with the consent of the Architect, to substitute equivalent items differing in details or design, the Contractor shall promptly submit complete drawings and details indicating the necessary modifications of the work. This provision shall be governed by the terms of the General Conditions regarding Submittals: Shop Drawings, Cuts and Samples.
- d. With respect to work performed at and near a school site, Contractor shall at all times take all appropriate measures to ensure the security and safety of students and staff, including, but not limited to, ensuring that all of Contractor's employees, Subcontractors, and suppliers entering school property strictly adhere to all applicable District policies and procedures, e.g., sign-in requirements, visitor badges, and access limitations.

9. SUBCONTRACTORS

- a. Nothing contained in the Contract Documents shall create any contractual relationship between any Subcontractor and the District. The District shall be deemed to be the third party beneficiary of the contract between the Contractor and each Subcontractor. If the Contractor does not specify a Subcontractor for any portion of the work to be performed under this Contract, as required by law, Contractor shall perform that portion of the work with its own forces. The Contractor shall not substitute any other person or firm as a Subcontractor for those listed in the bid submitted by the Contractor, without the written approval of the District and in conformance with the requirements of the Public Contract Code. The District reserves the right of approval of all Subcontractors proposed for use on this Project, and to this end, may require financial, performance, and such additional information as is needed to secure this approval. If a Subcontractor is not approved, the Contractor shall promptly submit another firm of the same trade for approval.
- b. The Contractor shall insert appropriate provisions in all subcontracts pertaining to work on this Project requiring the Subcontractors to be bound by all applicable terms of the Contract Documents. The Contractor shall be as fully responsible for the acts and omissions of the Subcontractors, and of persons either directly or indirectly employed by them, as the Contractor is for the acts and omissions of persons directly employed by the Contractor.

10. PERFORMANCE AND PAYMENT BONDS

- a. As directed in the Notice of Award, the Contractor shall file with the District the following bonds, using the bond forms provided with these Contract Documents:
 - 1) A corporate surety bond, in a sum not less than 100 percent of the amount of the Contract, to guarantee the faithful performance of the Contract.

- 2) A corporate surety bond, in a sum not less than 100 percent of the amount of the Contract, to guarantee the payment of wages for services engaged and of bills contracted for materials, supplies, and equipment used in the performance of the Contract.
- b. Corporate sureties on these bonds and on bonds accompanying bids must be admitted sureties as defined by law, legally authorized to engage in the business of furnishing surety bonds in the State of California. All sureties and bond forms must be satisfactory to the District. Failure to submit the required bonds within the time specified by the Notice of Award, using the forms provided by the District, may result in cancellation of the award of Contract and forfeiture of the Bid Bond.
 - c. The amount of the Contract, as used to determine the amounts of the bonds, shall be the total amount fixed in the Contractor's proposal for the performance of the required work.
 - d. During the period covered by the Contract, if any of the sureties upon the bonds shall become insolvent or unable, in the opinion of the District, to pay promptly the amount of such bonds to the extent to which surety might be liable, the Contractor, within thirty (30) days after notice given by the District to the Contractor, shall provide supplemental bonds or otherwise substitute another and sufficient surety approved by the District in place of the surety becoming insolvent or unable to pay. If the Contractor fails within such thirty (30) day period to substitute another and sufficient surety, the Contractor shall, if the District so elects, be deemed to be in default in the performance of its obligations hereunder and upon the bid bond, and the District, in addition to any and all other remedies, may terminate the Contract or bring any proper suit or other proceedings against the Contractor and the sureties or any of them, or may deduct from any monies then due or which thereafter may become due to the Contractor under the Contract, the amount for which the surety, insolvent or unable to pay, shall have been liable on the bonds, and the monies so deducted shall be held by the District as collateral security for the performance of the conditions of the bonds.

11. INSURANCE

- a. Contractor shall obtain insurance from a company or companies acceptable to District. All required insurance must be written by an admitted company licensed to do business in the State of California at the time the policy is issued. All required insurance shall be equal to or exceed an A VIII rating as listed in Best's Insurance Guide's latest edition. On a case-by-case basis, the District may accept insurance written by a company listed on the State of California Department of Insurance List of Eligible Surplus Lines ("LESLI List") with a rating of A VIII or above as listed in Best's Insurance Guides' latest edition. Required documentation of such insurance shall be furnished to the District within the time stated in the Notice of Award. Contractor shall not commence work nor shall it allow its employees or Subcontractors or anyone to commence work until all insurance required hereunder

has been submitted and approved by the District and a notice to proceed has been issued.

b. Contractor shall take out and maintain at all times during the life of this Contract, up to the date of acceptance of the work by the District, the following policies of insurance:

1) General Liability Insurance: Personal injury and replacement value property damage insurance for all activities of the Contractor and its Subcontractors arising out of or in connection with this Contract, written on a comprehensive general liability form including contractor's protected coverage, blanket contractual, completed operations, vehicle coverage and employer's non-ownership liability coverage, in an amount no less than either:

a. \$__,000,000.00 combined single limit personal injury and property damage for each occurrence and \$__,000,000.00 annual aggregate with a \$__ umbrella/excess; or

b. \$__,000,000.00 annual combined single limit.

2) Builders Risk Insurance:

___ Contractor is not required to procure and maintain builders' risk insurance (all-risk coverage).

___ Contractor shall procure and maintain builders' risk insurance (all-risk coverage) on a one hundred percent completed value basis on the insurable portion of the project for the benefit of the District, and the Contractor and subcontractor as their interest may appear.

3) Automobile Liability Insurance: Covering bodily injury and property damage in an amount no less than \$__,000,000 combined single limit for each occurrence. Such insurance shall include coverage for owned, hired, and non-owned vehicles and be included on the umbrella/excess policy.

c. The certificate(s) for the both the General Liability Policy(ies) and the Automobile Liability Policy specified above must state that the insurance is under an occurrence based, and not claims made, policy(ies) and shall be endorsed with the following specific language:

"The _____ District is named as additional insured for all liability arising out of the operations by or on behalf of the named insured, and this policy protects the additional insured, its officers, agents and employees against liability for bodily injuries,

deaths or property damage or destruction arising in any respect directly or indirectly in the performance of the Contract.”

- d. The certificate(s) for the both the General Liability Policy and the Automobile Liability Policy, as well the Builders' Risk Policy if required above, shall be endorsed with the following specific language:
- 1) The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured and the coverages afforded shall apply as though separate policies have been issued to each insured.
 - 2) The insurance provided herein is primary and no insurance held or owned by the District shall be called upon to contribute to a loss.
 - 3) Coverage provided by this policy shall not be reduced or canceled without thirty (30) days written notice given to the Owner by certified mail.
 - 4) This policy does not exclude explosion, collapse, underground excavation hazard, or removal of lateral support.
 - 5) The certificates must state that the insurance is under an occurrence based, and not a claims-made, or "modified occurrence," policy (policies).
- e. Within ten (10) days following issuance of the Notice of Award of the Contract, the following documentation of insurance shall be submitted to District for approval prior to issuance of the Notice to Proceed: Certificates of insurance showing the limits of insurance provided, certified copies of all policies, and signed copies of the specified endorsements for each policy. At the time of making application for an extension of time, the Contractor shall submit evidence that the insurance policies will be in effect during the requested additional period of time.
- f. If the Contractor fails to maintain such insurance, the District may take out such insurance to cover any damages of the above mentioned classes for which the District might be held liable on account of the Contractor's failure to pay such damages, and deduct and retain the amount of the premiums from any sums due the Contractor under the Contract.
- g. Workers' Compensation Insurance:
- 1) Within ten (10) calendar days following issuance of the Notice of Award of the Contract, the Contractor shall furnish to the District satisfactory proof that the Contractor and all Subcontractors it intends to employ have procured, for the period covered by the Contract, full Workers' Compensation insurance and employer's liability with limits of at least \$1,000,000 with an insurance carrier satisfactory to the District for all persons whom the Contractor may

employ in carrying out the work contemplated under this Contract in accordance with the Workers' Compensation Insurance and Safety Act, approved May 26, 1913, and all acts amendatory or supplemental thereto (the "Act"). Such insurance shall be maintained in full force and effect during the period covered by the Contract. In the event the Contractor is self-insured, Contractor shall furnish a Certificate of Permission to Self-Insure, signed by the Department of Industrial Relations Administration of Self-Insurance, Sacramento, California.

- 2) If the Contractor fails to maintain such insurance, the District may take out worker's compensation insurance to cover any compensation which the District might be liable to pay under the provisions of the Act, by reason of any employee of the Contractor being injured or killed, and deduct and retain the amount of the premiums for such insurance from any sums due the Contractor under the Contract, or otherwise recover that amount from the Contractor or the Surety.
- 3) If an injury occurs to any employee of the Contractor for which the employee, or the employee's dependents in the event of the employee's death, is entitled to compensation under the provisions of the Act, or for which compensation is claimed from the District, the District may retain from the sums due the Contractor under this Contract an amount sufficient to cover such compensation, as fixed by the Act, until such compensation is paid, or until it is determined that no compensation is due, and if the District is compelled to pay such compensation, it will deduct and retain from such sums the amount so paid, or otherwise recover this sum from the Contractor or its Surety.
- 4) The policies represented by the certificates shall be endorsed with a Waiver of Subrogation and must contain the provision (and the certificates must so state) that the insurance cannot be canceled until thirty (30) days after written notice of intended cancellation has been given to the District by certified mail.

12. CODES AND REGULATIONS

- a. The Contractor shall be knowledgeable regarding and shall comply with applicable portions of California Code of Regulations Title 24, the applicable Building Code, and all other codes, ordinances, regulations or orders of properly constituted authority having jurisdiction over the work of this Project. The Contractor shall examine the Contract Documents for compliance with these codes and regulations and shall promptly notify the Architect of any discrepancies.
- b. All work and materials shall be in full accordance with the latest rules and regulations of the Safety Orders of the Division of Industrial Safety and the applicable State laws and/or regulations. Nothing in the Project plans or Specifications is to be construed to permit work not conforming to the applicable Codes. Buildings and/or all other

construction covered by this Contract shall meet all the regulations for access by the physically handicapped as administered by the Division of the State Architect and as may be required by federal or state law.

- c. If the work under this Contract is for the construction of a school building as defined by the Education Code, then the following provisions shall apply to the Contract:
 - 1) All work shall be executed in accordance with the current requirements of the Education Code and California Code of Regulations: Title 24 and Title 19. No deviations from the DSA approved plans and Specifications will be permitted except upon a Change Order or Addenda, signed by the District and Architect and approved by the Division of the State Architect and the State Fire Marshal, if applicable.
 - 2) The Division of the State Architect shall be notified 48 hours in advance of the first pour of concrete.

13. PERMITS AND TAXES

- a. The Contractor shall obtain and pay for all permits, fees and licenses that are required in order to perform the work under this Contract. The District shall pay connection charges and meter costs for new permanent utilities required by these Contract Documents. The Contractor shall notify the District sufficiently in advance to submit requests for service to the appropriate utility companies so as to insure connections or installation of utility services in accordance with the Project schedule.
- b. The Contractor shall pay for all taxes on materials and equipment. The District is exempt from Federal Excise Tax. Contractor shall not pay Federal Excise Tax on any item in this Contract.

14. PATENTS AND ROYALTIES

All fees or claims for patents, royalties or licenses on materials, equipment or processes used in the performance of work on this Project shall be included in the amount of the Bid. The Contractor shall indemnify, defend, and hold harmless the District, its Governing Board, the Architect, and their officers and employees, from all claims or liability, including costs and expenses, which may arise from the use on this Project of any patented or copyrighted materials, equipment, or processes.

15. SAFETY AND FIRE PREVENTION

- a. The Contractor, Subcontractors and all of their agents and employees shall fully comply with all of the provisions and requirements of CAL/OSHA, Title 8, California Code of Regulations and all other safety codes applicable to the Project. The Contractor shall take thorough precautions at all times for the protection of persons

and property, and shall be liable for all damages to persons or property, either on or off the site, which occur as a result of Contractor's prosecution of the work. The Contractor shall obtain permits for, install and maintain in safe condition barricades, walkways, fences, railings, and whatever other safeguards that may be necessary to protect persons and property from damage as a result of the construction under this Contract.

- b. Contractor is required to ensure Material Safety Data Sheets ("MSDS") are available in a readily accessible place at the work site for any material requiring a MSDS pursuant to the federal "Hazard Communication" standard or employee "right to know" laws. Contractor is also required to ensure proper labeling on materials brought on the job site such that any person working with the material or within the general area of the material is informed of the hazards of the material and follows proper handling and protection procedures. A copy of the MSDS shall also be promptly submitted directly to the District.
- c. Contractor shall not endanger any work by cutting, excavating, or otherwise altering the work and shall not cut or alter the work of any other contractor except with the written consent of the Architect, nor overload any new or existing structures by the placing or storage of materials, equipment, or other items thereon, and, if necessary, shall provide calculations proving the safety in so doing.
- d. If it is necessary to work at night, or where daylight is obscured, the Contractor shall provide and maintain lighting of an adequate level to properly prosecute the work, to permit the thorough inspection of same, and to ensure the safety to workers and others.
- e. Contractor shall take extraordinary care to prevent fires and keep all flammable materials and oily rags in tightly closed metal containers. Contractor shall exercise particular care when welding or cutting, and with regard to the disposition of waste materials, the nature and quantity of which might create or increase a fire hazard.

16. HAZARDOUS MATERIALS

Unless otherwise specified, this Contract does not include the removal, handling, or disturbance of any hazardous substances or materials encountered in the new construction or on the Project grounds. If such substances or materials are encountered, work shall cease in that area and the District shall be promptly notified to take appropriate action for removal or otherwise abating the condition in accordance with current regulations applicable to the District.

a. General

- 1) No asbestos, asbestos-containing products or other hazardous materials shall be used in this construction or in any tools, devices, clothing or equipment used to further this construction.

- 2) Asbestos and/or asbestos containing products shall be defined as all items containing but not limited to chrysotile, crocidolite, amosite, anthophyllite, tremo-lite or actinolite.
- 3) Any or all material containing greater than one tenth of one percent (>.1%) asbestos shall be defined as asbestos-containing material.
- 4) Any disputes involving the question of whether or not material contains asbestos shall be settled by electron microscopy; the cost of any such tests shall be paid by the Contractor.
- 5) All work or materials found to contain asbestos or work or material installed with asbestos containing equipment will be immediately rejected and this work shall be removed by the Contractor at no additional cost to the District.

b. Decontamination and Removal of hazardous material from prior work

- 1) Decontamination and removal of work found to contain asbestos or work installed with asbestos containing equipment shall be done only under the supervision of a qualified consultant, knowledgeable in the field of asbestos abatement and accredited by the Environmental Protection Agency ("EPA").
- 2) The asbestos removal contractor shall be an EPA-accredited contractor qualified in the removal of asbestos subject to the approval of the District.
- 3) The asbestos consultant shall be chosen and approved by the District which shall have sole discretion and final determination in this matter.
- 4) The work will not be accepted until asbestos contamination is reduced to levels deemed acceptable by the asbestos consultant.

c. Hold Harmless

- 1) Interface of work under this Contract with work containing asbestos shall be executed by the Contractor at Contractor's risk and at Contractor's discretion with full knowledge of the currently accepted standards, hazards, risks and liabilities associated with asbestos work and asbestos containing products. By execution of this Contract the Contractor acknowledges the above and agrees to hold harmless, as set forth in the indemnity provisions of this Contract, the Owner, its employees, agents and assigns for all asbestos liability which may be associated with this work and agrees to instruct Contractor's employees and agents with respect to the above-mentioned standards, hazards, risks and liabilities.
- 2) The Contractor shall, prior to commencement of this work, provide a duly signed and notarized affidavit that Contractor has instructed Contractor's

employees and agents with respect to the above mentioned standards, hazards, risks and liabilities and the contents and requirements of this portion of the Contract Documents.

d. Certification

The Contractor agrees that materials containing asbestos or other hazardous materials as defined in Federal and State law shall not be used in construction.

17. TEMPORARY FACILITIES

- a. The Contractor shall obtain permits for, install and maintain in safe condition all scaffolds, hoisting equipment, barricades, walkways, or other temporary structures that may be required to accomplish the work. Such structures shall be adequate for the intended use and capable of safely accepting all loads that may be imposed upon them. They shall be installed and maintained in accordance with all applicable codes and regulations.
- b. The Contractor shall provide and maintain temporary heat from an approved source whenever in the course of the work it may become necessary for curing, drying or warming spaces as may be required for the proper installation of materials or finishes. The Contractor shall provide and maintain any and all facilities that may be required for dewatering in order that work may proceed on the Project. If it is necessary for dewatering to occur continually, the Contractor shall have on hand whatever spare parts or equipment that may be required to avoid interruption of service or work.
- c. The Contractor shall promptly remove all such temporary facilities when they are no longer needed for the work or on completion of the Project. The Contractor shall repair any damage to premises or property which resulted from the construction, use, or removal of temporary facilities and shall restore the premises and property to their original condition.
- d. See the Supplemental General Conditions and/or specifications for requirements concerning temporary sanitary facilities and utilities.

18. SIGNS

No signs may be displayed on or about the District's property (except those which may be required by law) without the District's prior written approval of size, content and location. Any signs required by the District will be designated in the Supplemental General Conditions.

19. TIME

- a. The Contractor shall commence the work on the date indicated in the Notice to Proceed. Time is of the essence regarding the Contract work, and the Contractor shall

prosecute the work diligently and regularly at such a rate of progress as to ensure completion of this Project within, or sooner than, the time specified.

- b. The Contractors and Subcontractors shall investigate and become aware of the amount of time required for the delivery of all equipment and materials required to perform the work under this Contract, and no extension of time shall be granted due to failure to order the equipment and materials sufficiently before their incorporation into the work so as to avoid delay to the Project.
- c. The Contractor and Subcontractors shall provide and maintain enough manpower, materials and equipment to ensure a rate of construction progress that will complete the Project within or sooner than the time specified and according to the schedule of work. If, in the District's opinion, the Contractor and/or Subcontractors are not prosecuting the work at a sufficient rate of progress to meet the Project schedule, the District may direct the Contractor to provide additional manpower, materials or equipment, or to work additional hours, holidays or weekends without additional cost to the District until the work is progressing in a manner satisfactory to the District. Failure to prosecute the work in a timely manner according to the Project schedule is considered a breach of Contract and shall be cause for termination of the Contract.

20. CONSTRUCTION SCHEDULE

- a. Within fifteen (15) calendar days after the award of the Contract, the Contractor shall prepare and submit to the Architect and District an as-planned construction schedule showing in detail how the Contractor plans to prosecute the work within the time set for Final Completion. The schedule shall include the work of all trades necessary for construction of the Project, and shall be sufficiently complete and comprehensive to enable progress to be monitored on a day-by-day basis. The information for each activity shall include at a minimum the activity description, duration, start date and completion date.
- b. The Contractor shall take care in the preparation of the schedule to ensure that it represents an accurate and efficient plan for accomplishing the work. If the Project is more than one week behind schedule, it must be promptly revised showing how the Contractor plans to complete the work, but in no case shall it show a completion date later than that required by the Contract, unless a time extension has been granted. The current schedule shall be kept posted in the Contractor's project office on site.
- c. The Contractor shall be responsible for the coordination of all work necessary and pertaining to the construction whether actually a part of this Contract or attendant thereto. The Contractor shall notify the District and various utility companies, as far as possible in advance of their required work, in order that work schedules may be developed for all concerned, which will permit the most effective and timely accomplishment of the entire Project.

21. DELAYS AND TIME EXTENSIONS

- a. The Contractor may be granted a time extension if the Contractor encounters an unavoidable delay of the work due to causes completely beyond the Contractor's control and which the Contractor could not have avoided by the exercise of reasonable care, prudence, foresight and diligence. Causes for which a claim for extension of time may be made include: acts of the public enemy, acts of another contractor in the performance of another contract with the District, priority of a governmental agency for materials or equipment, fire, flood, violent wind storm, epidemic, quarantine restriction, strike, freight embargo, or weather of an unusually severe nature. The Contractor will not be granted time extensions for weather conditions which are normal for the location of the Project, according to the U. S. Weather Bureau Records.
- b. A request for extension of time and compensation related thereto shall be made in writing to the Architect and District within ten (10) calendar days of the date the delay is encountered, or shall be deemed waived. The request shall include a detailed description of the reasons for the delay and corrective measures by the Contractor. The request shall be accompanied by evidence that the insurance policies required by the Contract shall be in effect during the requested additional period of time. In order for the Architect to consider a request for time extension, the Contractor must prove that the reasons stated for the delay actually caused a delay in portions of the work which will result in completion beyond the date specified in the Contract. The Contractor may also be granted a time extension for a significant change in the scope of work which request for extension of time shall be included in a Contract modification proposal.
- c. No damages or compensation or any kind shall be paid to a Contractor because of delays in the progress of work, whether such delays be avoidable or unavoidable, that are not the responsibility of District. District's liability to Contractor for delays for which District is responsible shall be limited to an extension of time unless such delays were unreasonable under the circumstances involved and were not within the contemplation of the parties when the Contract was awarded. The Contractor shall provide to the District the actual, substantiated costs to Contractor for which the Contractor may claim damages from District. Such costs, if any, shall be directly related to the Project, and shall not include costs that would be borne by the Contractor in the regular course of business, including, but not limited to, office overhead and ongoing insurance costs. Delay damages shall not include Contractor or Subcontractor markup for overhead and profit, but only actual, documented, and direct actual costs. The District shall not be liable for any damages which the Contractor could have avoided by any reasonable means including, but not limited to, the more judicious handling of forces or equipment.
- d. The granting of an extension of time because of unavoidable delays shall in no way operate as a waiver on the part of the District of the right to collect liquidated damages for other delays or of any other rights to which the District is entitled.

22. LIQUIDATED DAMAGES

- a. The parties understand and agree that the goodwill, educational process, and other business of District will be damaged if the Project is not completed within the time limits required. The parties have further agreed that the exact amount of damages for failure to complete the Work within the time specified is, in some cases, extremely difficult, impractical, or impossible to determine. As to those damages that are difficult, impractical, or impossible to determine, Should the Contractor fail to achieve Final Completion of this Contract within the time fixed for Final Completion, together with extensions granted by the District for unavoidable delays, Contractor shall become liable to the District in the amount specified in the Contract per calendar day for each day the Contract remains incomplete beyond the time for Final Completion, as liquidated damages and not as a penalty. Contractor shall not be charged with liquidated damages when the delay in completion of the work beyond the time for Final Completion is due to acts of the District.
- b. Any money due or to become due the Contractor may be retained to cover liquidated and other delay damages. Should such money not be sufficient to cover those damages, the District shall have the right to recover the balance from the Contractor or Contractor's sureties.
- c. Should the District authorize suspension of the work for any cause, the time work is suspended will be added to the time for completion. Suspension of the work by the District shall not be a waiver of the right to claim liquidated or other delay damages as set forth in this section.

23. DISTRICT'S RIGHT TO STOP WORK; TERMINATION OR SUSPENSION OF THE CONTRACT

a. District's Right to Stop Work:

In addition to or as an alternative to any and all other remedies available to the District, if the Contractor fails to correct work which is not performed in accordance with the Contract Documents, or if the Contractor persistently fails to perform the work in accordance with the Contract Documents, the District may by written order direct the Contractor to stop the work, or any portion thereof, until the cause for such order has been eliminated to the satisfaction of the District. However, the right of the District to stop the work shall not give rise to a duty on the part of the District to exercise this right for the benefit of the Contractor or any other person or entity, and the failure of the District to do so shall not be raised as a defense to the Contractor's failure to perform the work in accordance with the Contract Documents.

b. Termination for Cause:

- 1) If the Contractor refuses or fails to furnish sufficient materials, work force, equipment, and appurtenances to properly prosecute the work in a timely manner, or if Contractor refuses or fails to comply with any provisions of the Contract Documents, or if Contractor should file a bankruptcy petition or make a general assignment for the benefit of Contractor's creditors or if a receiver should be appointed on account of Contractor's insolvency, then the District may give the Contractor and Contractor's Surety written notice of intention to terminate the Contract. Unless within seven (7) calendar days after the serving of such notice upon the Contractor and Contractor's Surety such violation shall cease and arrangements for correction of such conditions shall be made satisfactory to the District, the Contract shall cease and terminate. In the event of such termination, the District shall immediately serve written notice thereof upon the Contractor and Contractor's Surety.
- 2) In the event of termination for cause, in addition to all remedies available to the District, the Contractor's Surety shall have the right to take over and perform the Contract; provided, however, that if the Surety does not commence performance within five (5) calendar days from the date of the issuance of such notice of termination, the District may take over the work and prosecute the same to completion by letting another Contract, or by any other method that the District deems advisable. The Contractor and Contractor's Surety shall be liable for any excess cost incurred by the District thereby, and in any such event the District may take possession of such materials, equipment, and other property belonging to the Contractor as may be on the site and use same in completing the work.

c. Termination or Suspension for Convenience:

The District reserves the right, in its sole discretion, to terminate or suspend all or part of the Contract for convenience following three (3) days written notice to the Contractor. In the event of termination or suspension for convenience, Contractor shall have no claims against the District, except:

- 1) The actual cost of labor, materials and services provided pursuant to the Contract, and which have not yet been paid for, as documented by timesheets, invoices, receipts and the like; and
- 2) Five percent (5%) of the total cost of the work performed as of the date of notice of termination or suspension or five percent (5%) of the value of the work yet to be completed, whichever is less. The parties agree that this amount shall constitute full and fair compensation for all Contractor's lost profits and other damages resulting from the termination or suspension for convenience.

24. ASSIGNMENT OF CONTRACT

The Contractor may not assign or delegate all or any portion of this Contract without the written consent of the District and no such consent shall be given which would relieve the Contractor or its Surety of their responsibilities under the Contract. The Contractor may assign, without liability to the District, monies due the Contractor under the Contract to banks, trust companies or other financial institutions provided written notice thereof is promptly delivered to the District. Assignment of monies earned by the Contractor shall be subject to the same retention as other payments made to Contractor, and shall also be subject to setoffs and back charges as provided by this Contract.

25. COORDINATION WITH OTHER CONTRACTS

- a. The District reserves the right to do other work or award other contracts in connection with this Project. By entering into this Contract, Contractor acknowledges that there may be other contractors on or adjacent to the Project site whose work must be coordinated with that of its own. Contractor expressly warrants and agrees that it will cooperate with other contractors and will do nothing to delay, hinder, or interfere with the work of other contractors, or that of the District, its Architect and Construction Manager. Contractor also expressly agrees that in the event its work is hindered, delayed, interfered with, or otherwise affected by a separate contractor, its sole remedy will be a direct action against the separate contractor. To the extent allowed by law, the Contractor expressly waives any remedy against the District, its Architect and Construction Manager on account of delay, hindrance, interference or other such events caused by a separate contractor.
- b. If any part of Contractor's work depends upon the work of a separate contractor, Contractor shall inspect such other work and promptly report in writing to the District and Architect any defects in such other work that render it unsuitable to receive the work of Contractor. Failure of the Contractor to so inspect and report shall constitute an acceptance of the other contractor's work, except as to defects which the Contractor could not have detected through the reasonable inspection of the other contractor's work prior to the execution of Contractor's work.
- c. If Contractor is aware of a current or potential conflict between Contractor's work and the work of another contractor on the site, and is unable to informally resolve the conflict directly with the other contractor, Contractor shall promptly provide written notice to the District, with a copy to the Architect and the other contractor, specifying the nature of the conflict, the date upon which the conflict arose, and the steps taken to attempt to resolve the conflict. The District may issue written instructions to address the conflict.
- d. If, through Contractor's negligence, any other contractor or subcontractor shall suffer loss or damage to the work, Contractor shall make a reasonable effort to settle with such other contractor and subcontractor by agreement or arbitration. If such other contractor or subcontractor shall assert any claim against the District or Architect, on account of any damage alleged to have been so sustained, the District or Architect

shall notify the Contractor, who shall defend such proceedings at Contractor's own expense and save harmless and indemnify the District and the Architect from any such claim.

26. SUBMITTALS: SHOP DRAWINGS, CUTS AND SAMPLES

- a. Five (5) copies of shop drawings, brochures and cuts and samples in quantities specified by the Architect shall be submitted to the Architect for all items for which they are required by the plans and Specifications. Prior to transmittal, the Contractor shall examine all submittals for accuracy and completeness in order to verify their suitability for the work and compliance with the Contract Documents and shall sign and date each submittal. Submittals shall be made sufficiently before the items are required for the work so as to cause no delay and shall be in accordance with the Project construction schedule.
- b. In addition to information furnished as common practice, submittals shall contain the Project name and location, Contractor's name and address, Subcontractor's or supplier's name and address, date of submittal and any revisions, and reference to appropriate specification section, and/or drawing and detail numbers. The Contractor and/or the Subcontractors shall verify in the field all dimensions and relationships to adjacent work necessary to ensure the proper fit of the items submitted. If necessary, the Contractor shall make any corrections required and resubmit with all due haste in the same number as initially required.
- c. Review of submittals, shop drawings, cuts or samples by the District or Architect shall not relieve the Contractor from complying with the requirements of the Contract Documents.
- d. Any materials or equipment installed without approval shall be at the Contractor's own risk, and Contractor may be required to remove any such materials or equipment and install the specified items at Contractor's own cost, including repairs to adjacent work.

27. PAYMENTS

a. Cost Breakdown:

Prior to submitting Contractor's first request for payment, the Contractor shall prepare and submit to the Architect and District a cost breakdown (schedule of values) showing the major work items for each trade or operation required in construction of the Project. The work items shall be sufficiently detailed to enable the Architect to accurately evaluate the completion percentages requested by the Contractor. The cost for each work item shall include overhead and profit. The total of all work item costs shall equal the amount of the Contract.

b. Scope of Payment:

Payment to the Contractor at the unit price or other price fixed in the Contract for performing the work required under any item or at the lump sum price fixed in the Contract for performing all the work required under the Contract shall be full compensation for furnishing all labor, materials, equipment and tools necessary to the work, and for performing and completing, in accordance with the Specifications, all work required under the item or under the Contract, and for all expense incurred by the Contractor for any purpose in connection with the performance and completion of the work.

c. Progress Payments:

The Contractor will, on or about the last day of each month, make an estimate of the value of the work completed by Contractor in the performance of the Contract. These estimates shall be subject to the review and approval of the Architect. The first such estimate will be of the value of the work completed after the Contractor commenced the performance of the Contract, and every subsequent estimate, except the final estimate, will be of the value of the work completed since the immediately preceding estimate. Such estimates will be based on labor, materials and equipment incorporated into the work, and items of materials and equipment delivered to the Project. The Contractor shall be responsible for the security and protection of such materials and equipment delivered to the Project and not incorporated in the work. Within thirty (30) calendar days after the approval of each estimate for progress payment, the District will pay to the Contractor an amount equal to ninety five (95) percent of the approved estimate, unless a different retention percentage is stated in the Notice Inviting Bids, in which case that percentage applies. Payments may at any time be withheld if in the judgment of the District the work is not proceeding in accordance with the Contract Documents, the Contractor is not complying with the requirements of the Contract, stop notices have been timely filed, the estimate contains an error, or the District has incurred costs or requests reasonable financial assurances regarding defective work by the Contractor.

d. Final Payment:

Within thirty (30) days after all required work is fully completed in accordance with the Contract Documents, the Contractor shall submit a final invoice for the total value of the work completed in accordance with the Contract, which shall be subject to review and approval by the District. As required by law, District shall pay Contractor the unpaid balance of the Contract price of the work, or the whole Contract price of the work if no progress payment has been made, determined in accordance with the terms of the Contract, less such sums as may be lawfully retained under any provision of the Contract, including, but not limited to, amounts retained as liquidated damages, for stop notices, for third-party claims for which the Contractor is required to indemnify the District, for defective work and costs incurred by the District in connection therewith, or for other such claims and damages attributable to the

Contractor ("Final Payment"). Prior progress estimates and payments are subject to correction in the Final Payment. Tender of the Final Payment shall constitute denial by the District of any unresolved claim. Contractor's acceptance of the Final Payment shall operate as a full and final release to the District and its agents from any and all unasserted claims Contractor has, or may have, related to this Contract.

e. Payments Do Not Imply Acceptance of Work:

The granting of any progress payment or payments by the District or the receipt thereof by the Contractor shall not constitute acceptance of the work or of any portion thereof, and shall in no way lessen the liability of the Contractor to replace unsatisfactory work or material, whether or not the unsatisfactory character of such work or material was apparent or detected at the time such payment was made.

f. Retention of Sums Charged Against Contractor:

It is mutually understood and agreed that when under any provision of this Contract the District shall charge any sums of money against the Contractor, the amount of such charge shall be deducted and retained by the District from the amount of the next succeeding progress estimate, or from any other monies due or that may become due the Contractor on account of the Contract. If on completion or termination of the Contract such monies due the Contractor are found insufficient to cover the District's charges against the Contractor, the District shall have the right to recover the balance from the Contractor or the Contractor's Sureties.

g. Release:

The Contractor and each assignee under an assignment in effect at the time of Final Payment shall, if required by the District, execute and deliver at the time of Final Payment and as a condition precedent to Final Payment, a release in form and substance satisfactory to and containing such exemptions as may be found appropriate by the District, discharging the District, its officers, agents and employees of and from liabilities, obligations and claims arising under this Contract.

h. Payment to Subcontractors and Suppliers:

The Contractor shall pay each Subcontractor and supplier promptly on receipt of each progress payment from the District for the materials, labor and equipment delivered to the site or incorporated in the work by each Subcontractor during the period for which the progress payment is made, less any retention as provided above.

i. Stop Notice Costs:

The District reserves the right to charge the Contractor or Surety, or to withhold from release of retention, all costs incurred by the District, including attorney's fees, for processing and defending stop notice claims.

28. MODIFICATIONS OF CONTRACT

a. Changes In The Work:

- 1) The District, before the date of acceptance of the work, may, without notice to the Sureties, order changes in the work ("Modifications"), may order extra materials and extra work in connection with the performance of the Contract, and the Contractor shall promptly comply with such orders. All Modifications must be approved by DSA and the State Fire Marshall, if applicable, as required by law.
- 2) If changes ordered in design, workmanship or materials are of such a nature as to increase or decrease the cost of any part of the work, the price fixed in the Contract shall be increased or decreased by such amount as represents the reasonable and proper allowance for the increase or decrease in the cost of the work in accordance with the provisions of this Article, and any other applicable terms of the Contract, including, but not limited to, the Contractor's schedule of values and the price for allowances, if any. Except as provided by law, the total cost of all Modifications shall not exceed ten (10) percent of the original Contract price.
- 3) In the case of a disputed work item, the District may direct the Contractor to perform the disputed work at no additional cost to the District on the grounds that the work is adequately indicated in the Contract Documents, and therefore already included in the Contract price. If the Contractor maintains that the disputed work represents a modification to the Contract, Contractor may submit a claim in accordance with Article 50, Resolution of Construction Claims. Notwithstanding any dispute regarding the requirements of the Contract Documents, Contractor shall promptly and fully comply with the District's directive. Contractor's failure to do so shall be deemed a material breach of this Contract, and in addition to all other remedies, District may, at its sole discretion, hire another contractor and/or use its own forces to complete the disputed work at Contractor's sole expense, and may deduct the cost of such work from the Contract price.

b. Cost Breakdown:

When the Modification is proposed, the Contractor shall furnish a complete breakdown of actual costs of both credits and extras, itemizing materials, labor, taxes, overhead and profit. Subcontract work shall be so indicated. All costs must be fully documented. The following limitations shall apply:

1) Limitations Where Contract Price Changes are Involved:

- (a) Overhead and Profit for the Contractor. The Contractor and any Subcontractor's overhead and profit on the cost of subcontracts shall be a sum not exceeding ten percent (10%) of such costs. The Contractor's overhead and profit on the costs of work performed by the Contractor shall be a sum not exceeding fifteen percent (15%) of such costs. Overhead and profit shall not be applied to the cost of taxes and insurance by Contractor or Subcontractors or to credits. No processing or similar fees may be charged by the Contractor in connection with the Modification. "Overhead and profit" shall include all plant, equipment rental and repair, project management, field coordination, job site project supervision and indirect labor and materials.
- (b) Bond Premiums. The actual rate of bond premiums as paid on the total cost (including taxes) will be allowed, but with no markup for profit and overhead.
- (c) Taxes. State and city sales taxes should be indicated. Federal excise tax shall not be included. (District will issue an exemption on request.)

2) Change Order Certification:

All change orders and requests for proposed change orders shall be deemed to include the following certification by the Contractor:

"The undersigned Contractor approves the foregoing as to the changes in work, if any, and as to the Contract price specified for each item and as to the extension of time allowed, if any, for completion of the Project as stated herein, and agrees to furnish all labor, materials, and service and to perform all work necessary to complete any additional work specified for the consideration stated herein. Submission of claims which have no basis in fact or which Contractor knows are false are made at the sole risk of the Contractor and may be a violation of the False Claims Act, as set forth in Government Code §§12650 *et seq.* It is understood that the changes to the Contract Documents set forth herein shall only be effective upon approval by the Governing Board of the District.

"It is expressly understood that the value of the extra work or changes expressly includes any and all of the Contractor's costs and expenses, both direct and indirect, resulting from additional time required on the Project or resulting from delay to the Project. Any costs, expenses, damages, or time extensions not included herein are deemed waived."

c. Unit Prices, Schedule of Values, or Allowances:

Where Unit Prices, a Schedule of Values, and/or Allowances are required by the Contract Documents, that pricing shall govern in computing any additions to or deductions from the Contract price on account of any added or omitted work. Unit Prices listed in the original bid include all costs and no addition of any description will be allowed.

d. Time and Materials:

If it is impractical, because of the nature of the work, or for any other reason, to fix an increase in price in advance, the Change Order may fix a maximum price which shall not under any circumstances be exceeded, and subject to such limitation, such alteration, modification or extra shall be paid for at the actual necessary cost as determined by the sum of the following items (1) to (5) inclusive:

- 1) Labor, including premium on compensation insurance and charge for Social Security taxes, and other taxes pertaining to labor.
- 2) Material, including sales taxes and other taxes pertaining to materials.
- 3) Plant and equipment rental, to be agreed upon in writing before the work is begun. No charge for the cost of repairs to plant or equipment will be allowed.
- 4) Overhead and profit computed at fifteen percent (15%) of the total of Items (1) to (3) inclusive.
- 5) The proportionate cost of premiums on bonds computed at one and one-half percent (1-1/2%) of the total of items (1) to (4) inclusive.

If the Time and Materials work is done by a Subcontractor, the amount shall be determined as set forth above under items (1) to (5) inclusive. The Contractor's overhead and profit on the costs of subcontracts (exclusive of taxes and insurance) shall not exceed ten percent (10%) of such costs.

The District reserves the right to furnish such materials as it may deem expedient, and no allowance will be made for profit thereon. The above-described methods of determining the payment for work and materials shall not apply to the performance of any work or the furnishing of any material which, in the judgment of the District, may properly be classified under items for which prices are established in the Contract.

e. Oral Modifications:

No oral statements of any person shall in any manner or degree modify or otherwise affect the terms of the Contract.

29. INDEMNITY

Contractor shall defend with counsel acceptable to the District, indemnify and hold harmless to the full extent permitted by law, the District and its Board of Trustees, officers, agents, Architect, construction manager, employees and volunteers from and against any and all liability, loss, damage, claims, expenses, fines, judgments and costs (including, without limitation, attorney's fees and costs and fees of litigation) (collectively, "Liability") of every nature arising out of or in connection with Contractor's performance of the Project or its failure to comply with any of its obligations contained in these Contract Documents, except such Liability caused by the active negligence, sole negligence or willful misconduct of the District. Such indemnification shall extend to all claims, demands, or liabilities occurring after completion of the project as well as during the progress of the work. Pursuant to Public Contract Code §9201, District shall timely notify Contractor of receipt of any third-party claim relating to this Project.

30. WARRANTY OF TITLE

Contractor warrants that title to all work, materials or equipment included in a request for payment shall pass and transfer to the District whether or not they are installed or incorporated in the Project, free from any claims, liens or encumbrances, when such payment is made to the Contractor. Contractor further warrants that no such work, materials or equipment have been purchased for work under the Contract subject to an agreement by which an interest therein or an encumbrance thereon is retained by the seller or supplier.

31. USE OF COMPLETED PARTS OF THE WORK BEFORE ACCEPTANCE

Whenever the work or any part thereof is in a condition suitable for use, and the best interest of the District requires such use, as determined by the District, the District may take possession of, connect to, open for public use, or use the work or a part thereof. When so used, maintenance and repairs due to ordinary wear and tear or vandalism will be made at District's expense. The use by the District of the work or part thereof as contemplated in this section shall in no case be construed as constituting acceptance of the work or any part thereof, including, but not limited to, the right to assess liquidated damages. Such use shall neither relieve the Contractor of any of Contractor's responsibilities under the Contract nor act as a waiver by the District of any of the conditions thereof. Contractor shall continue to maintain all insurance, including Builder's Risk insurance, on the entire Project, and diligently pursue full completion of the work.

32. GUARANTEE AND WARRANTY

- a. By signing this Contract, Contractor agrees to the following guarantee and warranty:

Guarantee & Warranty

Contractor hereby guarantees and warrants its work on the Project for a period of two (2) years from the date of the filing of the Notice of Completion as follows.

Contractor shall promptly repair or replace to the satisfaction of the District any or all work that appears defective in workmanship, equipment and/or materials for whatever reason, ordinary wear and tear and unusual abuse or neglect excepted, together with any other work which may be damaged or displaced in so doing.

Contractor agrees to promptly correct and remedy any failure by the Contractor to conform its work, activities and services to the requirements of the Contract Documents.

In the event of the Contractor's failure to comply with the above-mentioned obligations within the ten (10) calendar days of notice, or sooner if required by an emergency, Contractor hereby authorizes the District to have the defects or deficiencies repaired, remedied, corrected and made good at Contractor's expense, and Contractor shall pay the costs and charges therefore upon demand. The Surety agrees to be responsible for these costs and charges as well.

33. **PROTECTION OF WORK AND PROPERTY**

- a. The Contractor shall be responsible for each operation and all work on the Project, both permanent and temporary. The Contractor shall protect the work and materials from damage due to negligence, the action of the elements, the carelessness of third parties, vandalism, or any other cause whatsoever, until the final completion and acceptance of the Project. Should improper work by the Contractor be covered by another contractor and damage or defects result, the whole work affected shall be made good by the Contractor to the satisfaction of the Architect and District without expense to the District. The Contractor shall take reasonable care to avoid damage to existing facilities or utilities, whether on the Project or adjacent to it, and Contractor shall be liable for any damage thereto or interruption of service due to Contractor's operations. If the Contractor encounters any facilities or utilities not shown on the drawings or not reasonably inferable therefrom, Contractor shall promptly notify the

Architect about them, and shall do no further work which may cause damage to same. If it is determined that some action needs to be taken regarding facilities not shown, the Contractor will be given directives on what action to take, and any additional cost to the Contractor incurred thereby will be handled by Change Order.

- b. The property limits of the area of the Project are indicated on the drawings. Except for work specifically shown or noted, Contractor shall confine Contractor's operations within the indicated property limits. The Contractor shall provide, install, and maintain all shoring, bracing and underpinning necessary to support adjacent property, streets, buildings and structures, that may be affected by building operations for this work; shall serve or cause to be served all legal notices to adjoining property owners that may be necessary for their protection; and shall protect from damage all adjacent buildings, fences, landscaping, and repair or replace any such property damaged in the course of work under the Contract.

34. USE OF ROADWAYS AND WALKWAYS

The Contractor shall not unnecessarily interfere with use of any roadway, walkway or other facility for vehicular or pedestrian traffic by any party entitled to use it. Wherever such interference becomes necessary for the proper and convenient performance of the work and no satisfactory detour route exists, the Contractor shall, before beginning the interference, provide a satisfactory detour, temporary bridge, or other proper facility for traffic to pass around or over the interference and shall maintain it in satisfactory condition as long as the interference continues, all without extra payment unless otherwise expressly stipulated in the Contract Documents.

35. MATERIALS

- a. Unless explicitly stated otherwise, all specified equipment and material comprising the work of this Contract, as being provided or furnished or installed, shall imply the inclusion of all components, hardware and accessories, required for complete installation and satisfactory operation as intended by the manufacturer. Wherever the method of installation of any material is not explicitly specified, the installation shall be as recommended by manufacturer.
- b. Wherever in the Contract Documents it is provided that the Contractor shall furnish materials or equipment for which no detailed specifications are set forth, such materials or equipment shall be new and of the best grade for the purpose for which they will be used when incorporated in the work. Materials specified by reference to a number or symbol of a specific standard, such as A.S.M., Federal Specification, State Standard, Trade Association, or similar standards, shall comply with requirements in the latest revision thereof and any amendment or supplement in effect on the date of the notice inviting bids.

- c. None of the materials to be provided furnished or installed on this project shall contain asbestos or any other "hazardous substance" as that term is defined by federal or state law.

36. SUBSTITUTIONS

- a. Wherever in the drawings or Specifications a material or product is called for by trade or brand names or manufacturer and model number, alternative items of equal quality and purpose may be proposed for use by the Contractor. The burden of proof of equality is on the Contractor, and Contractor shall furnish all information and supplies necessary for the Architect to make a thorough evaluation of the proposed substitution. The Architect's decision about the equality of the proposed substitution is final, and if the proposed substitution is not approved, the Contractor shall install the item called for. Proposed substitutions and any changes in adjacent work caused by them shall be made by the Contractor at no additional cost to the District.
- b. Proposed substitutions shall be submitted sufficiently before actual need to allow time for thorough evaluation. Substitutions shall not be proposed for the reason that submittals were not made early enough to avoid delay. Architect's review of substitutions shall not relieve the Contractor from complying with the requirements of the drawings and Specifications.
- c. In the event Contractor makes substitutions in materials, equipment, or designs, with or without the District's approval, other than those authorized herein, the Contractor shall then assume full responsibility for the effects of such substitutions on the entire Project, including the design, and shall reimburse the District for any charges resulting from such substitutions, including any charges for modifications in the work of other trades, and including any charges for additional design and review, plus reasonable and customary mark-ups.

37. TESTING

- a. Materials, equipment, or other work requiring tests may be specified in the Contract Documents, and they shall be adequately identified and delivered to the site in ample time before intended use to allow for testing. If such materials, equipment or other work should be covered without required testing and approval, they shall be uncovered at the Contractor's expense, including any repairs or replacement resulting therefrom. The Contractor shall notify the District and Architect when and where such materials, equipment or other work are ready for testing, and Contractor shall bear the cost of making them available for testing. The Contractor shall notify the District and Architect sufficiently before the need for testing so as to cause no delay in the work and, in any case, at least forty-eight (48) hours prior to the need for testing.
- b. The cost of initial tests called for will be paid by the District and will be performed by independent testing consultants retained by the District, but if so specified by the

District, the amount paid or a portion thereof may be collected from the Contractor. All other tests and inspections specified or otherwise required to substantiate compliance with specified requirements for quality of material or performance of operation shall be paid for by the District, but if so specified by the District, the amount paid may be collected from the Contractor. If retesting or additional testing is necessary because of substandard initial test results, the costs thereof shall be paid by the District, but if so specified by the District, the amount paid may be collected from the Contractor, including any repairs or replacement resulting therefrom.

38. INSPECTION

- a. All materials, equipment and workmanship used in the work of the Project shall be subject to inspection or testing at all times and locations during construction and/or manufacture. The District's and Architect's authorized representatives and representatives of other agencies having authority over the work shall have access to the work for the above purposes at all reasonable times and locations. Any material or work found to be unsatisfactory or not according to the Contract Documents shall be replaced with the correct material or work and the defective items promptly removed, all at the Contractor's expense, when directed to do so by any of the above-named persons having authority over the work. The cost of review time and analysis by the Architect or other District consultants necessitated by incomplete or defective work by the Contractor shall be charged to the Contractor.
- b. Inspection and testing by the District or its representatives shall not relieve the Contractor from complying with the requirements of the Contract Documents. The Contractor is responsible for its own quality control.
- c. Whenever required by the District or Architect, the Contractor shall furnish all tools, labor and materials necessary to make an examination of work in place by uncovering the same. Should such work be found unsatisfactory, the cost of examination and reconstruction shall be paid by the Contractor. Should such work be found satisfactory, the cost of examination and reconstruction of the work shall be paid by Change Order unless the Contractor improperly covered the work before it could be inspected or tested. If the Contractor considers it necessary or desirable to work on Saturday, Sunday or a holiday, Contractor shall seek written approval from the District at least forty-eight (48) hours before the commencement of such work.

39. CLEANUP

- a. The Contractor shall maintain the premises and area of the work in a neat and clean condition. No burning of rubbish on site shall be allowed. The Contractor shall control dust on the site by sprinkling at whatever intervals are necessary to keep it laid down and shall take measures to prevent dust and debris from being accidentally transported outside the area of the work.

- b. Final cleaning, such as sweeping, dusting, vacuuming, dry and wet mopping, polishing, sealing, waxing and other finish operations normally required on newly installed work shall be taken to indicate the finished conditions of the various new and existing surfaces at the time of acceptance. Prior to the time of acceptance, all marks, stains, fingerprints, dust, dirt, splattered paint and blemishes resulting from the various operations shall be removed throughout the Project. Stair treads and risers shall be wet-mopped. Glass shall be left clean and polished both inside and outside. Plumbing fixtures and light fixtures shall be washed clean. Hardware and other unpainted metals shall be cleaned and all building papers and other temporary protections shall be removed throughout the building, or portion of the building where Contractor was involved, all to the satisfaction of the Architect and District. The exterior of the buildings, playfields, exterior improvements, and planting spaces and other work areas shall be similarly clean and in good order.

40. CONSTRUCTION WASTE MANAGEMENT REQUIREMENTS

a. Scope

- 1) This Article includes requirements for the diversion by the Contractor of construction and demolition debris from landfills. The Contractor shall develop and implement a Waste Management Plan as specified herein. The Contractor shall take a pro-active, responsible role in the management of construction and demolition waste and require all subcontractors, vendors, and suppliers to participate in the effort.
- 2) The District has established that this Project shall generate the least amount of waste practicable and that processes shall be utilized that ensure the generation of as little waste as possible due to over-packaging, error, poor planning, breakage, mishandling, contamination or other factors.
- 3) As much of the waste materials as economically feasible shall be reused, salvaged or recycled. Waste disposal in landfills shall be minimized.
- 4) The Contractor is encouraged to use waste hauling companies that separate recyclable materials. The Contractor shall work with its waste haulers in providing other recycling methods as appropriate.
- 5) The Contractor is responsible for implementation of any special programs involving rebates or similar incentives related to the recycling of waste. Revenues or other savings obtained for salvage or recycling accrue to the Contractor.

b. References

- 1) "Builders' Guide to Reuse and Recycling, A Directory for Construction and

Demolition Materials."

2) "Construction Site Recycling, a Guide for Building Contractors ". For a copy of the guide call 1-888-442-2666 or go to www.recycleworks.org.

3) "Where to Recycle Construction and Demolition Debris." For a copy of the guide call 1-888-442-2666 or go to www.recycleworks.org.

c. Definitions

1) General: Construction and demolition waste includes products of demolition or removal, excess or unusable construction materials, packaging materials for construction products, and other materials generated during the construction process but not incorporated into the work.

2) Divert" means to use material for any lawful purpose other than disposal in a landfill or transfer facility for disposal

3) "Recycling Service" means an off-site service that provides processing of material and diversion from a landfill.

4) "Hauler" means the entity that transports construction and demolition debris to either a landfill or a recycling service.

d. Compliance with regulatory requirements:

1) The Contractor shall perform all handling, storage, transportation and disposal of construction debris in compliance with all applicable Federal, State, regional, and local statutes, laws, regulations, rules, ordinance, codes and standards.

2) Nothing stated on the drawings, in this Article 40 or in any other provision of the Contract Documents shall be construed as allowing work that is not in strict compliance with all applicable Federal, State, regional, and local statutes, laws, regulations, rules, ordinances, codes and standards.

e. Performance Requirement

1) The Contractor shall divert a minimum of 50 percent (50%) of the total Project construction and demolition waste from landfills.

f. Quality Control

1) General:

- i) The Contractor shall not permit materials designated for diversion to become contaminated or to contaminate the site or surrounding areas.
- 2) Training and Coordination:
- i) The Contractor shall designate an on-site party [or parties] who will be responsible for instructing workers and subcontractors, and overseeing and documenting the results of the Waste Management Plan for the Project.
 - ii) The Contractor shall furnish copies of the Waste Management Plan to all on-site supervisors, each subcontractor, and the District's representative.
 - iii) The Contractor shall include construction waste management as an item on the agenda of all progress meetings.
- 3) The Waste Management Plan:
- i) The Contractor shall prepare a Waste Management Plan for diverting the specified percentage of construction debris from landfills, including written and graphic information indicating how the waste will be diverted.
 - ii) Include in the plan both on-site recycling of construction debris and off-site diversion from landfills.
 - iii) Identify the means and methods for collecting and separating each type of debris deemed reusable or recyclable.
 - iv) List the off-site recycling service and hauler of each designated debris item who has agreed to accept and divert that item from the landfill in the proposed quantities anticipated. List the service and hauler company name, address, telephone number, and persons contacted.
 - v) List the name of individuals on the Contractor's staff responsible for waste prevention and management.
 - vi) List the actions that will be taken to reduce solid waste generation, including coordination with subcontractors to ensure awareness and participation.
 - vii) Describe the specific approaches to be used in recycling/reuse of the various materials generated, including the areas on site and equipment to be used for processing, sorting, and temporary storage

of wastes.

- viii) Characterize the waste to be generated, including estimated types and quantities. Name the landfills and/or incinerator to be used.
- ix) List the specific waste materials that will be salvaged for resale, salvaged and reused on the Project, salvaged and stored for reuse on a future project, or recycled. Recycling facilities that will be used shall be identified by name, location, and phone number.
- x) Identify the materials that cannot be recycled or reused with an explanation or justification, to be approved by the Architect.

The Contractor shall submit the Plan to the Architect within 10 calendar days after receipt of the Notice to Proceed, or prior to any waste removal, whichever occurs first. The Contractor shall promptly revise and resubmit the Plan as required by the Architect. Review of the Contractor's Waste Management Plan will not relieve the Contractor of responsibility for compliance with applicable environmental regulations or meeting Project diversion requirements.

g. Plan Implementation

- 1) The Contractor shall implement the approved Waste Management Plan.
- 2) The Contractor shall maintain a log of each load and of each category of waste that is diverted from the landfill. The Contractor shall separately log the debris sent to a Class III landfill and materials sent to recycling facilities.
- 3) The Contractor shall include in the log the type of load, load weight, name of the hauling service, recycling service or landfill, and the date accepted by the recycling service or by the landfill.
- 4) The Contractor shall retain and make available all weight tickets and copies of receipts and invoices relating to the implementation of the Plan.
- 5) The District reserves the right to audit the log at any time.

h. Material Handling

- 1) Designate a specific area or areas on site to facilitate the separation of materials for potential reuse, salvage, recycling, and return. Clearly mark bins for each category of waste.
- 2) Keep waste bins and pile areas neat and clean. Do not contaminate non-recyclable waste with materials designated for reuse or recycling.

i. Contractor's Responsibilities

- 1) Provide on-site instruction of the appropriate separation, handling, recycling, salvage, reuse, and return methods to be used by all parties at the appropriate stages of the Project.
- 2) Separate, store, protect, and handle at the site identified recyclable and salvageable waste products in a manner that maximizes recyclability and salvagability of identified materials. Provide the necessary containers, bins and storage areas to facilitate effective waste management. Provide barriers and enclosures around recyclable material storage areas which are non hazardous and recyclable or reusable and which shall be located away from construction traffic. Provide adequate space for pick-up and delivery. Use cleaning materials that are non hazardous and biodegradable.

41. INSTRUCTIONS AND MANUALS

Three copies of the maintenance instructions, application/installation instructions and service manuals called for in the Specifications shall be provided by the Contractor. These shall be complete as to drawings, details, parts lists, performance data and other information that may be required for the District to easily maintain and service the materials and equipment installed under this Contract. All manufacturer's application/installation instructions shall be given to the Architect at least ten (10) days prior to first material application or installation of the item. The maintenance instructions and manuals, along with any specified guarantees, shall be delivered to the Architect for review prior to submitting to District, and the Contractor or appropriate Subcontractors shall instruct District's personnel in the operation and maintenance of the equipment prior to final acceptance of the Project.

42. AS-BUILT DRAWINGS

The Contractor and all Subcontractors shall maintain on the work site a separate complete set of contract drawings which will be used solely for the purpose of recording changes made in any portion of the work during the course of construction, regardless of the reason for the change. As changes occur, there will be included or marked on this record set on a daily basis if necessary to keep them up to date at all times. Actual locations to scale shall be identified on the drawings for all runs of mechanical and electrical work, including all site utilities installed underground, in walls, floors, and furred spaces, or otherwise concealed. Deviations from the drawings shall be shown in detail. All main runs, whether piping, conduit, duct work, drain lines, etc., shall be located in addition by dimension and elevation. Progress payments may be delayed or withheld until such time as the record set is brought up to date to the satisfaction of the Architect. The Contractor shall verify that all changes in the work are included in the "AS-BUILT" drawings and deliver the complete set thereof to the Architect for review and approval within thirty (30) calendar days after District's notice of completion.

District's acceptance and approval of the "AS-BUILT" drawings are a necessary condition precedent to the release of the final retention.

43. SUBSTITUTION OF SECURITIES

- a. Pursuant to Public Contract Code §22300, Contractor may request in writing that it be allowed at its own expense to substitute securities for moneys withheld by District to ensure performance under this Contract. Only securities listed in Government Code §16430 and bank or savings and loan certificates of deposit, interest-bearing demand deposit accounts, standby letters of credit, or any other security mutually agreed to by Contractor and District shall qualify under this Article. Securities equivalent to the amount withheld shall be deposited with the District or with a state or federally chartered bank in California as the escrow agent. Upon satisfactory completion of the Contract and on written authorization by the District, the securities shall be returned to Contractor. Contractor shall be the beneficial owner of the securities and shall receive any interest thereon. The Contractor may alternatively request District to make payment of retentions earned directly to the escrow agent at the expense of the Contractor.
- b. At the expense of the Contractor, the Contractor may direct the investment of the payments into securities and the Contractor shall receive the interest earned on the investments upon the same terms provided for above for securities deposited by Contractor. Upon satisfactory completion of the Contract, Contractor shall receive from the escrow agent all securities, interest, and payments received by the escrow agent from the District. The Contractor shall pay to each Subcontractor, not later than 20 days of receipt of payment, the respective amount of interest earned, net of costs attributed to retention withheld from each Subcontractor, on the amount of retention.
- c. Any escrow agreement entered into pursuant to this Article shall comply with Public Contract Code §22300 and shall be subject to approval by District's counsel.

44. NO DISCRIMINATION

It is the policy of the District that, in connection with all work performed under this public works contract, there shall be no discrimination against any prospective or active employee or any other person engaged in the work because of actual or perceived race, color, ancestry, national origin, ethnic group identification, religion, sex, gender, sexual orientation, age, physical or mental disability, or marital status. The Contractor agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment Practice Act, beginning with Government Code §12900, Government Code §11135, and Labor Code §§ 1735, 1777.5, 1777.6 and 3077.5. In addition, the Contractor agrees to require like compliance by all Subcontractors and suppliers.

45. LABOR STANDARDS

a. Work Hours:

In accordance with Labor Code §1810, eight (8) hours of labor shall constitute a legal day's work under this Contract. Contractor and any Subcontractor shall pay workers overtime pay as required by Labor Code §1815. The Contractor shall pay each worker, laborer, mechanic or persons performing work under this Contract at a rate not less than the prevailing wage for each craft or classification covering the work actually performed.

b. Penalty:

Contractor shall forfeit to District as a penalty the sum of twenty-five dollars (\$25.00) for each worker employed in the execution of this Contract by Contractor or any Subcontractor for each calendar day during which the worker is required or permitted to work more than eight (8) hours in any one (1) calendar day or more than forty (40) hours per calendar week in violation of Article 3, Division 2, Part 7, Chapter 1 of the California Labor Code.

c. Employment of Apprentices:

Contractor shall comply with Labor Code §§1773.3, 1777.5 and 1777.6, and 3077 *et seq.*, each of which is incorporated by reference into this Contract. These sections require that contractors and subcontractors employ apprentices in apprenticeable occupations in a ratio of not less than one (1) hour of apprentice work for every five (5) hours of labor performed by a journeyman, unless an exception is granted and that Contractors and Subcontractors shall not discriminate against otherwise qualified employees as apprentices on any public works solely on the ground of actual or perceived race, religion, color, national origin, ethnic group identification, sex, gender, sexual orientation, age, or physical or mental disability. Only apprentices who are in training under written apprenticeship occupations shall be employed. The responsibility for compliance with these provisions for all apprenticeable occupations rests with Contractor.

d. The Contractor shall be knowledgeable of and comply with Labor Code §§1727, 1773.5, 1775, 1777, 1777.5, 1810, 1813, 1860, including all amendments thereto; each of these sections is incorporated by reference into this Contract.

46. GENERAL RATE OF PER DIEM WAGES

a. On File:

As required by Labor Code §1773.2, the District has available copies of the general prevailing rate of per diem wages for workers employed on public work as determined by the Director of the Department of Industrial Relations, which shall be available to

any interested party on request. Contractor shall post a copy of the document at each job site.

b. Prevailing Wage Rate:

The Contractor and each Subcontractor shall pay each worker performing work under this Contract at a rate not less than the prevailing wage as defined in Labor Code §1771 and 1774 and §16000(a) of Title 8, California Code of Regulations.

c. Penalty:

In accordance with §1775 of the Labor Code, the Contractor shall forfeit to the District as penalty, the sum of \$200 for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rates, as determined by the Director of the California Department of Industrial Relations, for any work done under this Contract by Contractor or by any Subcontractor. Contractor shall also pay each worker the difference between the stipulated prevailing wages rates and the amount actually paid to such worker.

47. RECORD KEEPING

- a. The Contractor agrees to comply with the provisions of §§1776 and 1812 of the Labor Code. The Contractor and each Subcontractor shall keep or cause to be kept an accurate record showing the names, addresses, social security numbers, work classifications, straight time and overtime hours worked each day and week of all workers employed by Contractor in connection with the execution of this Contract or any subcontract thereunder and showing the actual per diem wages paid to each of such workers. These records shall be certified and shall be open at all reasonable hours to the inspection of the District awarding the Contract, its officers and agents, and to the Chief of the Division of Labor Statistics and Law Enforcement of the State Department of Industrial Law Enforcement of the State Department of Industrial Relations, and his or her other deputies and agents.
- b. In addition, copies of the above records shall be available as follows:
- 1) A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or his or her authorized representative on request;
 - 2) A certified copy of all payroll records shall be made available for inspection or furnished upon request to the District, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the Department of Industrial Relations;

- 3) A certified copy of all payroll records shall be made available upon request by the public for inspection or copies thereof made; provided, however, that a request by the public shall be made through either the District, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. If the requested payroll records have not been previously provided, the requesting party shall, prior to being provided the records, reimburse the costs of the Contractor, Subcontractors, and the entity through which the request was made. The public shall not be given access to the records at the principal office of the Contractor.
- c. The Contractor shall file a certified copy of the records with the entity requesting the records within ten days after receipt of a written request. Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by the District, shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address, and social security number. The name and address of the Contractor awarded the Contract or performing the Contract shall not be marked or obliterated.
- d. The Contractor shall inform the Owner of the location of the records, including the street address, city and county, and shall, within five working days, provide a notice of a change of location and address.
- e. In the event of noncompliance with the requirements of this section, the Contractor shall have ten days in which to comply subsequent to receipt of written notice specifying in what respects the Contractor must comply with this section. Should noncompliance still be evident after the ten day period, the Contractor shall, as a penalty to the District, forfeit \$100 for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due.
- f. Responsibility for compliance with this provision shall be with the Contractor.

48. PROJECT COMPLETION

- a. When all of the work to be performed under this Contract has been fully completed, the Contractor shall notify the Architect and District, in writing, setting a date for inspection. The Contractor and Subcontractor representatives shall attend the inspection. As a result of this inspection, the Architect will prepare a list of items ("punch list") that are incomplete or not installed according to the Contract Documents. Failure to include items on this list does not relieve the Contractor from fulfilling all requirements of the Contract Documents.
- b. The Architect will promptly deliver the punch list to the Contractor and it will include a period of time by which the Contractor shall complete all items listed thereon. On

completion of all items on the punch list, verified by a final inspection, and all other Contract requirements, so that Final Completion has been achieved to the District's satisfaction, the District will file a Notice of Completion with the County Recorder. Payment of retention from the Contract, less any sums withheld pursuant to the terms of this Contract or applicable law, shall not be made sooner than thirty-five (35) calendar days after the date of filing of Notice of Completion.

- c. District reserves the right to occupy buildings and/or portions of the site at any time before Completion, and occupancy shall not constitute final acceptance of any part of the Work covered by the Contract Documents, nor shall such occupancy extend the date specified for completion of the Work. Beneficial occupancy of building(s) does not commence any warranty period or entitle Contractor to any additional compensation due to such occupancy, or affect in any way or amount Contractor's obligation to pay liquidated damages for failure to complete the Project on time.

49. TRENCHING OR OTHER EXCAVATIONS

a. Excavations or Trenches Deeper than Four Feet:

If the Project involves digging trenches or other excavations that extend deeper than four feet, the following provisions shall be a part of this Contract:

- 1) The Contractor shall promptly, and before the following conditions are disturbed, provide written notice to the District if the Contractor finds any of the following conditions:
 - (a) Material that the Contractor believes may be a hazardous waste, as defined in §25117 of the Health and Safety Code, which is required to be removed to a Class I, Class II, or Class III disposal site in accordance with the provisions of existing law.
 - (b) Subsurface or latent physical conditions at the site which are different from those indicated or expected.
 - (c) Unknown physical conditions at the site of any unusual nature or which are materially different from those ordinarily encountered and generally recognized as inherent in work which the Contractor generally performs.
- 2) In the event that the Contractor notifies the District that Contractor has found any of the conditions specified in subparagraphs (a), (b) or (c), above, the District shall promptly investigate the condition(s). If the District finds that the conditions are materially different or that a hazardous waste is present at the site which will affect the Contractor's cost of, or the time required for,

performance of the Contract, the District shall issue a change order in accordance with the procedures set forth in this Contract.

- 3) In the event that a dispute arises between the District and the Contractor regarding any of the matters specified in Paragraph (2), above, the Contractor shall proceed with all work to be performed under the Contract and the Contractor shall not be excused from completing the Project as provided in the Contract. In performing the work pursuant to this Paragraph, the Contractor retains all rights provided by Article 50 which pertains to the resolution of disputes between the contracting parties.

b. Regional Notification Center:

The Contractor, except in an emergency, shall contact the appropriate regional notification center at least two (2) days prior to commencing any excavation if the excavation will be conducted in an area that is known, or reasonably should be known, to contain subsurface installations other than the underground facilities owned or operated by the District, and obtain an inquiry identification number from that notification center. No excavation shall be commenced and/or carried out by the Contractor unless an inquiry identification number has been assigned to the Contractor or any Subcontractor and the Contractor has given the District the identification number. Any damages or delays arising from Contractor's failure to make appropriate notification shall be at the sole risk and expense of the Contractor and shall not be considered for an extension of the Contract time.

c. Existing Utility Lines:

- 1) Pursuant to Government Code §4215, the District assumes the responsibility for removal, relocation, and protection of main or trunk utility lines and facilities located on the construction site at the time of commencement of construction under this Contract with respect to any such utility facilities that are not identified in the plans and Specifications. Contractor shall not be assessed liquidated damages for delay in completion of the Project caused by the failure of the District or the owner of a utility to provide for removal or relocation of such utility facilities.
- 2) Locations of existing utilities provided by the District shall not be considered exact, but approximate within reasonable margin and shall not relieve Contractor of responsibilities to exercise reasonable care nor costs of repair due to Contractor's failure to do so. The District shall compensate Contractor for the costs of locating and repairing damage not due to the failure of Contractor to exercise reasonable care, and removing or relocating such utility facilities not indicated in the plans and Specifications with reasonable accuracy.

- 3) No provision herein shall be construed to preclude assessment against Contractor for any other delays in completion of the Project. Nothing in this section shall be deemed to require the District to indicate the presence of existing service laterals, appurtenances, or other utility lines, with the exception of main or trunklines, whenever the presence of such utilities on the site of the construction Project can be inferred from the presence of other visible facilities, such as buildings, meter and junction boxes, on or adjacent to the site of the construction.
- 4) If Contractor, while performing work under this Contract, discovers utility facilities not identified by the District in the Project plans and Specifications, Contractor shall immediately notify the District and the utility in writing. The cost of repair for damage to above-mentioned visible facilities without prior written notification to the District shall be borne by the Contractor.

d. Prompt Notification:

Contractor understands, acknowledges and agrees that the purpose for prompt notification to the District pursuant to these provisions is to allow the District to investigate the condition(s) so that the District shall have the opportunity to decide how the District desires to proceed as a result of the conditions. Accordingly, failure of Contractor to promptly notify the District in writing, pursuant to these provisions, shall constitute Contractor's waiver of any claim for damages incurred as a result of the conditions.

e. Trenches Five Feet and Deeper:

Pursuant to Labor Code §6705, if the Contract price exceeds \$25,000 and involves the excavation of any trench or trenches five (5) feet or more in depth, the Contractor shall, in advance of excavation, promptly submit to the District and/or a registered civil or structural engineer employed by the District or Architect, a detailed plan showing the design of shoring for protection from the hazard of caving ground during the excavation of such trench or trenches.

50. RESOLUTION OF CONSTRUCTION CLAIMS

- a. Public work claims of \$375,000 or less between the Contractor and the District are subject to the provisions of Article 1.5 (commencing with §20104) of Chapter 1 of Part 2 of the Public Contract Code ("Article 1.5 claim"). For purposes of Article 1.5, "public work" has the same meaning as set forth in §§3100 and 3106 of the Civil Code; "claims" means a separate demand by Contractor for a time extension or payment of money or damages arising from work done by or on behalf of Contractor pursuant to the Contract and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to or the amount of the payment which is disputed by the District.

- b. All claims shall be submitted on or before the date of the Final Payment and shall include all documents necessary to substantiate the claim. District shall respond in writing within 45 days of receipt of claim if the claim is less than or equal to \$50,000 ("50,000 claim") or within 60 days if the claim is over \$50,000 but less than or equal to \$375,000 ("50,000 - 375,000 claim"). In either case, District may request in writing within 30 days of receipt of claim any additional documentation supporting the claim or relating to any defenses to the claim which the District may have against the Contractor. Any additional information shall be requested and provided upon mutual agreement of the District and the Contractor. District's written response to the claim shall be submitted to Contractor within 15 days after receipt of the further documentation for \$50,000 claims or within 30 days after receipt of the further documentation for \$50,000 - \$375,000 claims or within a period of time no greater than that taken by the Contractor in producing the additional information, whichever is greater.
- c. Within 15 days of receipt of the District's response, if Contractor disputes the District's written response, or within 15 days of the District's failure to respond within the time prescribed, the Contractor shall provide written notification to District demanding an informal conference to meet and confer ("conference") to be scheduled by District within 30 days. Following the conference, if any claim or portion remains in dispute, the Contractor may file a claim as provided in Chapter 1 (commencing with §900) and Chapter 2 (commencing with §910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the period of time within which a claim must be filed is tolled from the time the claimant submits a written claim pursuant to this section until the time that claim is denied as a result of the conference process, including any period of time utilized by the meet and confer process.
- d. Pursuant to Public Contract Code §20104.2(f), this section does not apply to tort claims and does not change the period for filing claims or actions specified by Chapter 1 (commencing with §900) and Chapter 2 (commencing with §910) of Part 3 of Division 3.6 of Title 1 of the Government Code.
- e. If a civil action is filed, within 60 days, but no earlier than 30 days, following the filing of responsive pleadings, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide that both parties select a disinterested third person mediator within 15 days, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days of the commencement of the mediation unless time is extended upon a good cause showing to the court or by stipulation of the parties. If the parties fail to select a mediator within the 15-day period, any party may petition the court to appoint the mediator.
- f. If the matter remains in dispute, the case shall be submitted to judicial arbitration as set forth in Public Contract Code §§20104.4 (b)(1) through (b)(3).

- g. For any claim in excess of \$375,000, the Contractor and the District shall follow the same process as for an Article 1.5 claim. The District will forward a response within 60 days of submittal of any such claim. Judicial arbitration is not required for claims in excess of \$375,000.

Claims shall also be processed consistent with Public Contract Code section 9204, which provides processing timelines and procedures, and requires that undisputed claims be promptly paid in accordance with this code provision.

- h. In addition, for all unresolved claims that the Contractor wishes to pursue, the Contractor shall file a timely claim pursuant to the Government Claims Act and shall otherwise comply with the procedures set forth in that Act prior to commencing any litigation against the District. The accrual date for any such claim is the date the dispute or controversy first arose regarding the issues raised in the claim.
- i. "The date of Final Payment," as used in this Article 50, means the date the public entity is required to release retention proceeds in accordance with Public Contract Code §7107 regardless of whether any payment is made to the Contractor at that time.
- j. The claims required by this Article are jurisdictional and conditions precedent to the commencement of any further legal proceedings. Strict compliance with all filing deadlines is mandatory.

51. DISABLED VETERANS PARTICIPATION GOALS

In accordance with Education Code §17076.11, this District has a participation goal for disabled veteran business enterprises ("DVBE") of at least 3 percent (3%) per year of the overall dollar amount of funds allocated to the District by the State Allocation Board pursuant to the Leroy F. Greene School Facilities Act of 1998 for construction or modernization and expended each year by the District. Prior to, and as a condition precedent for final payment under any contract for such project, the Contractor shall provide appropriate documentation to the District identifying the amount paid to DVBE in conjunction with the Contract, so that the District can assess its success at meeting this goal.

52. RETENTION OF DVBE RECORDS.

The Contractor agrees that, for all contracts subject to DVBE participation goals, the State and the District have the right to review, obtain and copy all records pertaining to performance of the contract in accordance with DVBE requirements. The Contractor agrees to provide the State or the District with any relevant information requested and shall permit the State or District access to its premises upon reasonable notice for purposes of interviewing employees and inspecting records. The Contractor agrees to maintain such records for a period of three years after final payment under the Contract.

53. FINGERPRINTING

District Determination of Fingerprinting Requirement Application

The District has considered the totality of the circumstances concerning the Project and has determined that the Contractor and Contractor's employees (which includes Subcontractor employees):

_____ are subject to the requirements of Education Code §45125.2 and Paragraph (a) below, is applicable.

_____ are not subject to the requirements of Education Code §45125.2, and Paragraph (b) below, is applicable.

- a. Contracts for Construction, Reconstruction, Rehabilitation or Repair of a School Facility Involving More than Limited Contact with Students (§45125.2)

By execution of the Contract, the Contractor acknowledges that Contractor is entering into a contract for the construction, reconstruction, rehabilitation, or repair of a school facility where the Contractor and/or Contractor's employees will have more than limited contact with students and the services to be provided do not constitute an emergency or exceptional situation. In accordance with Education Code §45125.2 the Contractor shall, at Contractor's own expense, (1) install a physical barrier to limit contact with students by Contractor and/or Contractor's employees, and/or (2) provide for the continuous supervision and monitoring of the Contractor and/or Contractor's employees by an employee of the Contractor who has received fingerprint clearance from the California Department of Justice, and/or (3) provide for the surveillance of the Contractor and Contractor's employees by a District employee.

- b. Contracts for Construction, Reconstruction, Rehabilitation or Repair of a School Facility Involving Only Limited Contact With Students (§45125.2)

By execution of the Contract, the Contractor acknowledges that Contractor is entering into a contract for the construction, reconstruction, rehabilitation or repair of a school facility involving only limited contact with students. Accordingly, the parties agree that the following conditions apply to any work performed by the Contractor and Contractor's employees on a school site: (1) Contractor and Contractor's employees shall check in with the school office each day immediately upon arriving at the school site; (2) Contractor and Contractor's employees shall inform school office staff of their proposed activities and location at the school site; (3) Once at such location, Contractor and Contractor's employees shall not change locations without contacting the school office; (4) Contractor and Contractor's employees shall not use student restroom facilities; and (5) If Contractor and/or Contractor's employees find themselves alone with a student, Contractor and Contractor's employees shall

immediately contact the school office and request that a member of the school staff be assigned to the work location.

54. LABOR COMPLIANCE PROGRAM

If this Contract is for a public works project over \$25,000 or for a maintenance project over \$15,000, Contractor acknowledges that the project is subject to compliance monitoring and enforcement by the California Department of Industrial Relations in accordance with California Labor Code sections 1725.5 and 1770 *et seq.* All bidders, contractors and subcontractors working at the site shall be duly registered with the Department of Industrial Relations at time of bid opening and at all relevant times. Proof of registration shall be provided as to all such contractors prior to the commencement of any work. Contractor shall coordinate with the Architect to ensure that DIR is advised of the award of the construction contract in a timely manner by filing form PWC-100 with DIR within thirty days of award of the contract, but no later than the first day in which the Contractor has workers employed upon the project.

55. DRUG-FREE WORKPLACE CERTIFICATION

Contractor certifies all of the following:

- 1) Contractor is aware of the provisions and requirements of California Government Code §§ 8350 *et seq.*, the Drug Free Workplace Act of 1990.
- 2) Contractor is authorized to certify, and does certify, that a drug free workplace will be provided by doing all of the following:
 - a) Publishing a statement notifying all employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in Contractor's workplace and specifying actions which will be taken against employees for a violation of the prohibition;
 - b) Establishing a drug-free awareness program to inform employees about all of the following:
 - (i) The dangers of drug abuse in the workplace;
 - (ii) Contractor's policy of maintaining a drug-free workplace;
 - (iii) The availability of drug counseling, rehabilitation and employee-assistance programs; and
 - (iv) The penalties that may be imposed upon employees for drug abuse violations;
 - c) Requiring that each employee engaged in the performance of Work on the Project be given a copy of the statement required by subdivision (a), above, and that as a

condition of employment by Contractor in connection with the Work on the Project, the employee agrees to abide by the terms of the statement.

- 3) Contractor understands that if the District determines that Contractor has either: (a) made a false certification herein, or (b) violated this certification by failing to carry out and to implement the requirements of Government Code §§ 8350 et seq., the Contract is subject to termination, suspension of payments, or both. Contractor further understands that, should Contractor violate the terms of the Drug-Free Workplace Act of 1990, Contractor may be subject to debarment in accordance with the provisions of Government Code §§ 8350, et seq.

56. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted, and this Contract shall be read and enforced as though it were included, and if through mistake or otherwise any provision is not inserted or is not correctly inserted, upon application of either party the Contract shall be amended to make the insertion or correction. All references to statutes and regulations shall include all amendments, replacements, and enactments on the subject which are in effect as of the date of this Contract.

57. GENERAL PROVISIONS

a. Assignment and Successors:

Neither party may transfer or assign its rights or obligations under the Contract Documents, in part or in whole, without the other party's prior written consent. The Contract Documents are binding on the heirs, successors, and permitted assigns of the parties hereto.

b. Third Party Beneficiaries:

There are no intended third party beneficiaries to the Contract.

c. Choice of Law and Venue

The Contract Documents shall be governed by California law, and venue shall be in the Superior Court of the county in which the project is located, and no other place.

d. Severability

If any provision of the Contract Documents is determined to be illegal, invalid, or unenforceable, in part or in whole, the remaining provisions, or portions of the Contract Documents shall remain in full force and effect.

e. Entire Agreement

The Contract Documents constitute the final, complete, and exclusive statement of the terms of the agreement between the parties regarding the subject matter of the Contract Documents and supersedes all prior written or oral understandings or agreements of the parties.

f. Waiver

No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of the Contract Documents shall be effective unless it is in writing and signed by the party waiving the breach, failure, right, or remedy. No waiver of any breach, failure, right, or remedy shall be deemed a waiver of any other breach, failure, right, or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

g. Headings

The headings in the Contract Documents are included for convenience only and shall neither affect the construction or interpretation of any provision in the Contract Documents nor affect any of the rights or obligations of the parties to the Contract.

--END--

SHORELINE SCHOOL DISTRICT

Business Services Administration

Regular Meeting

October 17, 2019

To: Bob Raines, Superintendent

Subject: Award of Contract to Enviroplex for the West Marin Elementary School Classroom Building Project utilizing the Willows Unified School District Piggyback Contract.

Background:

The Board will consider for award a contract for the modular classroom building at West Marin Elementary School. The District received a proposal from Enviroplex, Inc. on September 25, 2019. The District's Construction Manager, Greystone West Company, and the District's legal counsel, School and College Legal Services have reviewed the contract for conformance with District and statutory requirements.

Fiscal Impact:

The contract amount will be \$316,278.27 with all costs to be charged to the Measure I bond program.

Recommendation:

It is recommended the Board of Trustees authorize staff to ratify the contract for the West Marin Elementary School Classroom Building Project to Enviroplex, Inc.

Attachments:

Enviroplex Contract

AGREEMENT FOR PURCHASE OF MODULAR BUILDINGS
PURSUANT TO WILLOWS UNIFIED SCHOOL DISTRICT CONTRACT

THIS AGREEMENT, made and entered into this 29th day of September, 2019, by and between the Shoreline Unified School District, hereinafter called "District" and Enviroplex, Inc., hereinafter called "Contractor".

The parties hereto mutually agree as follows:

1. This Agreement consists of, and hereby specifically incorporates by reference, the Contract between Willows Unified School District and Contractor originally entered into on January 15, 2018 (including all "contract documents" as defined therein), which is attached as Exhibit "A" hereto. In case of conflict or inconsistency, the order of precedence of the Contract Documents shall be first this Agreement, followed by Exhibit A, followed the District's "General Conditions", attached as Exhibit B. Exhibits A and B collectively are referred to herein as the "Contract Documents." The provisions of Exhibit B, notwithstanding anything to the contrary therein including but not limited to section 3(a) thereof, shall apply only (a) to the extent reasonably applicable to this Agreement in light of the nature of the Work; (b) to the extent that the subjects of such provisions are not fully addressed in this Agreement and in Exhibit A; and (c) to the extent that the provisions of Exhibit B are reasonably applicable only to work performed at the site of installation, such provisions shall only apply to that portion of the work.

2. The following provisions of General Conditions, Exhibit B, shall not apply:

- a. Section 40(e);
- b. Section 40(g)(2)

3. Contractor agrees to supply, deliver and install (1) 48x40 classroom building as ordered by the District in accordance with the terms and conditions of this Agreement. Such buildings are to be installed at the West Marin campus. In connection therewith, the District and the Contractor shall be bound by all terms and conditions specified in the Contract Documents.

4. Compensation. As full compensation for the Contractor's complete performance of the work in this Agreement, the District agrees to pay the Contractor, and the Contractor agrees to accept the sum of Three Hundred Sixteen Thousand, Two Hundred Seventy-eight and 27/100 dollars (\$316,278.27) which shall be paid to Contractor according this Agreement.

5. Indemnification. Contractor shall indemnify, defend with counsel reasonably acceptable to the District, and hold harmless to the full extent permitted by law, the District and its Board of Education, officers, agents, architect, construction manager, employees and volunteers from and against any and all liability, loss, damage, claims, expenses and costs (including, without limitation, attorney fees and costs and fees of litigation) (collectively, "Liability") of every nature arising out of or in connection with Contractor's negligent performance of the project or its failure to comply with any of its obligations contained in these Contract Documents, except to the extent that such

Liability is caused by the negligence or willful misconduct of the District, its Board of Education, officers, agents, architect, construction manager, employees and volunteers. Such indemnification shall extend to all claims, demands, or liabilities occurring after completion of the project as well as during the progress of the work. Pursuant to California Public Contract Code Section 9201, the District shall timely notify Contractor of receipt of any third-party claim relating to this project.

6. Insurance. Contractor shall obtain insurance as provided in Exhibit C. All required insurance must be written by an admitted company licensed to do business in the State of California at the time the policy is issued. All required insurance shall be equal to or exceed an A VIII rating as listed in Best's Insurance Guides' latest edition. On a case-by-case basis, the District may accept insurance written on a company listed on the State of California Department of Insurance List of Eligible Surplus Lines ("LESLI List") with a rating of A XII or above as listed in Best's Insurance Guides latest edition. Required documentation of such insurance shall be furnished to the District at the time Contractor returns the executed Contract. Contractor shall not commence work nor shall it allow its employees or subcontractors or anyone to commence work until all insurance required hereunder has been submitted and approved and a notice to proceed has been issued. To the extent that such endorsements are reasonably commercially available, the District shall be named as additional insured for all liability arising out of the operations by or on behalf of the named insured, and the policy shall protect the additional insured, its officers, agents and employees against liability for bodily injuries, deaths or property damage or destruction in the performance of the Contract. The certificates must state that the insurance is under an occurrence based, and not a claims-made, policy. All required policies shall be endorsed with the following language, to the extent such endorsement is reasonably commercially available:

"The insurance provided herein is primary and no insurance held or owned by the District shall be called upon to contribute to a loss."

The Contractor shall take out and maintain at all times during the life of this Agreement, up to the date of acceptance of the work by the District, the following policies of insurance:

1. Public Liability Insurance: Personal injury and replacement value property damage insurance for all activities of the Contractor and its Subcontractors arising out of or in connection with this Contract, written on a comprehensive general liability form including contractor's protected coverage, blanket contractual, completed operations, vehicle coverage and employer's non-ownership liability coverage, in an amount no less than \$2,000,000 combined single limit personal injury and property damage for each occurrence.
2. Workers' Compensation Insurance: The Contractor shall furnish to the District satisfactory proof that the Contractor and all Subcontractors it intends to employ, have procured, for the period covered by the proposed Contract, full Workers' Compensation insurance and employer's liability with limits of at least \$1,000,000 with an insurance carrier satisfactory to the District for all persons whom they may employ in carrying out the work contemplated under this

Agreement in accordance with the Workers' Compensation Insurance and Safety Act, approved May 26, 1913, and all acts amendatory or supplemental thereto (the "Act").

7. At or before the time of execution of the Contract, the Contractor must file with the District the following bonds:

(1) Performance Bond: A corporate surety bond, in a sum not less than 100 percent of the amount of the Contract, to guarantee the faithful performance of the Contract.

(2) Payment Bond: A corporate surety bond, in a sum not less than 100 percent of the amount of the Contract, to guarantee the payment of wages for services engaged and of bills contracted for materials, supplies, and equipment used in the performance of the Contract.

Corporate sureties on these bonds and on bonds accompanying bids must be admitted sureties as defined in California Code of Civil Procedure Section 995.120(a), legally authorized to engage in the business of furnishing surety bonds in the State of California. All sureties and bond forms must be satisfactory to the District.

8. Prevailing Wage. As required by Labor Code Section 1773.2, the District has on file in its office copies of the general prevailing rate of per diem wages for workers employed on public works as determined by the Director of Industrial Relations. This document shall be available to any interested party on request and shall be posted at the job site by the Contractor. The provisions of Sections 46(b) and 46(c) of the General Conditions (Exhibit B) shall apply only to work performed on the job site.

9. Warranty. Contractor hereby warrants each building supplied, delivered and installed under this Agreement as follows: Contractor hereby guarantees that it will correct, at the sole cost of Contractor, any defects resulting from faulty manufacture or installation of the buildings or from the use of defective material in the manufacture thereof and noted by the District and communicated to Contractor in writing within a period of one (1) year from the date of the recording of the Notice of Completion by the District unless a longer guarantee is specifically called for in the Contract Documents.

10. Financing. The District reserves the right to enter into a lease with option to purchase the portable structures furnished under this contract with a third party of the District's choice. The Contractor shall not unreasonably withhold its consent to any such assignment by the District of the right to purchase or lease with option to purchase as contemplated herein to any such third party. The Contractor shall, upon the District's written request, execute any and all documents reasonable or necessary to effectuate the conveyance of title to such portable structures furnished under such a lease with option to purchase.

11. Time for Completion. The parties hereby agree that all buildings required to be supplied delivered and installed pursuant to this Agreement shall be completed, including DSA approval, and all terms and conditions of this Agreement and the Contract Documents shall be performed by August 1, 2020. The parties further agree that time is of the essence in the performance of this Agreement, and that the District will incur certain damages in the event Contractor fails to perform in accordance with the aforesaid deadline. The parties further agree that such damages would be difficult to calculate with certainty, and hereby agree that a reasonable estimate of such damages is \$1000.00 per calendar day. In the event Contractor fails to deliver and install either or both of the buildings which are the subject of this Agreement, or fails to perform all other terms and conditions of this Agreement and the Contract Documents in a timely manner, the District shall be entitled to recover from the Contractor liquidated damages in the sum of \$1000.00 per calendar day, based upon the foregoing best and reasonable estimate of the parties, for each calendar day the Contractor has not fully performed after the deadline as set forth above.

12. Determination of Fingerprinting Requirement Application

The District has considered the totality of the circumstances concerning the Project and has determined that the Contractor and Contractor's employees:

 are subject to the requirements of Education Code Section 45125.2 and Paragraph (a) below, is applicable.

 X are not subject to the requirements of Education Code Section 45125.2 and Paragraph (b) below, is applicable.

- (a) Contracts for Construction, Reconstruction, Rehabilitation or Repair of a School Facility Involving More than Limited Contact with Students (Section 45125.2)

By execution of the Agreement/Contract, the Contractor further acknowledges that Contractor is entering into a contract for the construction, reconstruction, rehabilitation, or repair of a school facility where the Contractor and/or Contractor's employees will have more than limited contact with students and the services to be provided do not constitute an emergency or exceptional situation. In accordance with Education Code Section 45125.2 the Contractor shall, at Contractor's own expense, (1) install a physical barrier to limit contact with students by Contractor and/or Contractor's employees, or (2) provide for the continuous supervision and monitoring of the Contractor and/or Contractor's employees by an employee of the Contractor who has received fingerprint clearance from the California Department of Justice, and/or (3) provide for the surveillance of the Contractor and Contractor's employees by a District employee.

- (b) Contracts for Construction, Reconstruction, Rehabilitation or Repair of a School Facility Involving Only Limited Contact With Students (Section 45125.2)

By execution of the Agreement/Contract, the Contractor further acknowledges that Contractor is entering into a contract for the construction, reconstruction, rehabilitation or repair of a school facility involving only limited contact with students. Accordingly, the parties agree that the following conditions apply to any work performed by the Contractor and Contractor's employees on a school site: (1) Contractor and Contractor's employees shall check in with the school office each day immediately upon arriving at the school site; (2) Contractor and Contractor's employees shall inform school office staff of their proposed activities and location at the school site; (3) Once at such location, Contractor and Contractor's employees shall not change locations without contacting the school office; (4) Contractor and Contractor's employees shall not use student restroom facilities; and (5) If Contractor and/or Contractor's employees find themselves alone with a student, Contractor and Contractor's employees shall immediately contact the school office and request that a member of the school staff be assigned to the work location.

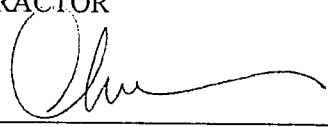
IN WITNESS WHEREOF, the parties hereto set their hands and seals on the day and year first hereinabove written.

SHORELINE UNIFIED SCHOOL DISTRICT

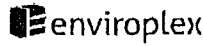
CONTRACTOR

By: Bob Raincs, Superintendent

By: _____


Enviroplex Inc.
License No.: 640557

Approved MGRC Legal 9/24/19



Shoreline Unified School District -- West Marin School
48x40 (2) Classroom Building (R2) (Foundation by Owner)
 Pricing subject to final design and finishes

2016 CBC

Item #	Description	Unit	Qty	Package Price	Total
1-STORY RIGID STEEL MOMENT FRAME BUILDINGS					
1001	24X40 Typical Classroom - High Seismic Zone where 1.875< Ss< 2.625	EA	1	\$ 59,347.98	\$ 59,347.98
1007	add 12x40 center module - High Seismic Zone where 1.875< Ss< 2.625	EA	2	\$ 24,716.76	\$ 49,433.50
2263	Weld Plates	EA	16	\$ 426.00	\$ 6,800.00
2300	2x4 access vent well with retained metal grate (Non ADA)	EA	1	\$ 4,179.27	\$ 4,179.27
2303	6' polyvent	EA	4	\$ 2,387.15	\$ 9,548.61
2304	12" high, 24 ga metal flashing	Per lf	176	\$ 21.04	\$ 3,703.48
Exterior Finish Options					
Wood or engineered wood products					
2402	2x6 exterior wall studs in lieu of 2x4 adder	Per lf	176	\$ 7.32	\$ 1,288.32
Upgraded Framing construction					
Roofing Options					
Standard pitch roofs (1/4:12), 2" galvanized standing seam, 5/8" plywood roof deck)					
2700	Shed Roof design	Per module	4	\$ 1,100.43	\$ 4,401.72
2711	WUI Soffit Vents	EA	16	\$ 26.55	\$ 408.80
2712	WUI Gutter Guards	LF	80	\$ 4.59	\$ 367.64
2715	Downspouts - thick walled round pipe	EA	2	\$ 966.77	\$ 1,933.54
2901	"Cool Roof" standing seam metal, (Solar White Kynar) or equal	Per sf	1,920	\$ 4.80	\$ 9,226.02
GENERAL					
3000	Interior wall, 2x4, standard finish (tack board) (Décor or equal)	Per lf	80	\$ 54.15	\$ 4,331.95
3003	Interior wall extension from ceiling level to bottom of purlins	Per lf	80	\$ 36.38	\$ 2,910.41
3007	8x4 porcelain / steel markerboard	EA	2	\$ 338.06	\$ 676.12
3011	Blocking only, wall mounted accessories, 4x4	Per lf	80	\$ 12.88	\$ 1,030.61
3016	Fire extinguisher w/wall bracket (51b 3A-40BC)	LF	1	\$ 129.04	\$ 129.04
Doors (KD Frames standard)					
3105	3070 steel door w/Schlage D95 lever hardware, Norton 7600 door closer	EA	1	\$ 1,928.89	\$ 1,928.89
Windows					
Daylighting windows, see "Daylighting" section below					
3200	8040 xox	EA	(4)	\$ 1,089.71	\$ (4,368.83)
3202	4040 xo	EA	6	\$ 924.96	\$ 5,549.74
Electrical Options					
3300	125 amp 1-phase panel	EA	1	\$ 777.98	\$ 777.98
Lights					
3414	Exterior Door Light - LED w/ Photocell - TWS LED	EA	1	\$ 305.00	\$ 305.00
Electrical Infrastructure					
3602	Duplex receptacle	EA	12	\$ 124.97	\$ 1,499.64
3604	GFI receptacle	EA	2	\$ 162.71	\$ 305.42
3606	Dedicated Circuit	EA	3	\$ 443.99	\$ 1,331.97
3608	4 square box with switch ring and 3/4" conduit stub to attic	EA	8	\$ 96.33	\$ 762.64
3609	Conduit 3/4"	Per lf	100	\$ 3.20	\$ 320.31
3610	Conduit 1"	Per lf	100	\$ 4.22	\$ 422.02
HVAC Systems					
4202	Bard 3.5 ton WH, "Quiet Climate 1" wall hung heat pump w/CRV, 4 duct runs, programmable Thermostat	EA	(1)	\$ 10,010.56	\$ (10,010.56)
4551	Bard 4.0 ton, Gas/Elec (as above) (14 IPLV)	EA	2	\$ 12,973.10	\$ 25,946.20
4553	Propane kit for gas/electric	EA	2	\$ 221.27	\$ 442.55
PLUMBING					
6001	Sink, classroom, SS, w/ bubbler, cold only	EA	2	\$ 2,765.68	\$ 5,531.16
6020	goose neck faucet	EA	2	\$ 415.80	\$ 831.60
6203	Hose bib, recessed (wall hydrant)	EA	1	\$ 1,259.21	\$ 1,259.21
6206	Gas line (black steel), rough in only and fixture fitting, ea	EA	2	\$ 1,082.18	\$ 2,164.36
Flooring (all prices per sf unless otherwise noted)					
6600	Bigelow, New Basics II, 26oz, w/unitary backing (or equal)	Per sf	1,740	\$ 5.91	\$ 10,279.22
6702	Burke 4" Vinyl - Roll @ 100' lengths	EA	256	\$ 4.80	\$ 1,227.57
6000	Armstrong Excelon or equal	Per sf	180	\$ 8.16	\$ 1,467.72
CASEWORK					
6621	153 36x34x24 ADA sink base	EA	2	\$ 1,178.54	\$ 2,357.09
6544	212 36x34x24 1 drawer/2 doors	EA	6	\$ 1,183.21	\$ 7,099.24
6624	Solid surface top / 4" backsplash (Wilsonart or equal)	Per lf	24	\$ 544.18	\$ 13,050.37
6625	Finished end panels	EA	4	\$ 167.00	\$ 668.00
6627	Coat hooks, 10, mounted to laminate ledger (interior)	EA	4	\$ 544.18	\$ 2,176.73

Sub-Total	\$ 233,059.14
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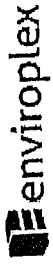
ENGINEERING AND DESIGN			Per Hr.	Piggyback Price	
1025	Foundation Design by Structural Engineer; Includes review, stamp, signature of ENV produced drawings (site specific on 2016 code); (96x40 footprint); Owner to provide ENV w/geo tech report to establish foundation design criteria, or state no geo tech is available at time of foundation design	Allowance	24	\$ 325.00	\$ 7,800.00
1025	ENV CAD drafting for site-specific foundation	EA	4	\$ 325.00	\$ 1,300.00
4825	Phenolic coating on HVAC unit	EA	2	\$ 1,950.00	\$ 3,900.00
1025	ENV CAD drafting for Stockpile review / approval; Includes 1 DSA appointment	Per Hr	4	\$ 325.00	\$ 1,300.00
1025	DSA Stockpile Review / Approval fees (Includes ACS/SS/FLS - structure only); Fee calculation based on \$200k base building value	Cost + 20%	1	\$ 3,690.00	\$ 3,690.00
1025	DSA In-plant Inspections (3rd party hire)	per mod	4	\$ 860.00	\$ 3,400.00

Design Fee Total	\$ 21,390.00
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PROJECT CLOSE OUT ITEMS					
1	Labor to close out site (exterior painting, ceiling tile installation, equipment start up and testing, light sweep out, Punchlist items)	hour	40	\$ 210.00	\$ 8,400.00
2	On-Site Labor (plumbing close-out) (assemble plumbing tree, attach fixtures, test connections, water tests)	hour	16	\$ 268.00	\$ 4,288.00
1029	120 ton craning and rigging (8 hour minimum)	hour	8	\$ 1,500.00	\$ 12,000.00
3	Delivery	floor	4	\$ 3,250.00	\$ 13,000.00
4	Installation	floor	4	\$ 3,400.00	\$ 13,800.00
5	Administrative Fee to Willows School District (Final Project Manual Section 00 2113; Item 16 Sub-section B) (.25% of piggyback building price)				\$ 636.12
6	Bond		1		\$ 2,447.12
8	Estimated Tax		1		\$ 7,467.89
Grand Total				\$	316,278.27

Notes:

- 1 Foundation design charges include Structural engineering, review and stamp for DSA approval.
- 2 Additional design & foundation costs may be incurred if the site specific soils condition or CGS review prompt footings that are outside of Enviroplex's standard foundation design
- 3 Pursuant to recent DSA guidelines as described on the new 1-MR form regarding the "Delegation of Authority for Modular & Relocatable Buildings", site specific inspection fees will be necessary if Enviroplex's structural engineer determines that he/she is required to personally inspect and observe construction site conditions and foundation progress. The scope and scale of this requirement will generally relate to a number of factors including, but not limited to, the experience of the foundation contractor, foundation design complexity, building square footage, geographic location and site & soils condition. These charges shall be owner responsibility and coordinated directly with Enviroplex's structural engineer. As outlined in the DSA bulletin, these responsibilities can be sub-delegated to the project's Architect of record at the owner's direction and discretion.
- 4 ENV Foundation Drafting fees increase to \$1000.00 per module if foundation is removed from ENV's Scope of Work.



Shoreline School District

Pricing Summary - 9-24-19

Pricing Subject to Final Design and Scope of Work

Building	Description	Size	Floors	Notable Features	Piggyback Price	SF	\$ per floor	\$ per SF
1	Bodgea Bay ES	40x32	4	Bi-pitch roof w/front OH 5' rear 2'6"; high seismic structure; WUI compliant; standard steel exterior doors; metal canopies over conf and office doors; MDO exterior w/covered columns; Title-24 'cool white' roof panels; (1) 5 ton exterior wall mount HVAC w/phenolic coating (gas); rough ins for propane; DSA stockpile fees and 3rd party inspections; foundation by Owner	\$ 282,254.09	1,280	\$ 70,563.52	\$ 220.51
2	West Marin ES	48x40	4	Shed roof w/front OH 5' rear 2'6"; high seismic structure; WUI compliant; standard steel exterior doors; MDO exterior w/covered columns; Title-24 'cool white' roof panels; (2) 4.0 ton exterior wall mount HVAC w/phenolic coating (gas); rough in for propane; DSA stockpile fees and 3rd party inspections; foundation by Owner	\$ 294,826.64	1,920	\$ 73,706.66	\$ 153.56

Totals 8 \$ 577,080.73

GENERAL CONDITIONS

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1. DEFINITIONS

Addendum: A written change or revision to the Contract Documents issued to the prospective bidders prior to the time of receiving bids.

Alternate: The sum to be added to or deducted from the base Bid if the change in scope of work as described in Alternates is accepted by the District.

Approved: Approved by the District or the District's authorized representative unless otherwise indicated in the Contract Documents.

Architect: The person or firm holding a valid license to practice architecture or engineering which has been designated (if any designated) to provide architectural or engineering design services on this Project. When Architect is referred to within the Contract Documents and no architect or engineer has in fact been designated, then the matter shall be referred to the District Superintendent or designee.

As Directed: As directed by the District or its Architect, unless otherwise indicated in the Contract Documents.

As Selected: As selected by the District or its Architect, unless otherwise indicated in the Contract Documents.

Bid: The properly completed and signed proposal to perform the construction work for the Project as described in the Contract Documents.

Construction Manager: The individual or entity named as such by the District. If no Construction Manager is designated for the Project, all references to the Construction Manager in these Contract Documents shall mean the District and/or its designee.

Contract: The legally binding agreement between the District and the Contractor wherein the Contractor agrees to furnish the labor, materials, equipment, and appurtenances required to perform the work described in the Contract Documents and the District agrees to pay the Contractor for such work.

Contract Documents: The Contract Documents are described in the Contract for this Project.

Contractor: The person or entity holding a valid license in the State of California required for performing this Project and who has contracted with the District to perform the construction work described in the Contract Documents. The term Contractor shall be construed to mean all of the officers, employees, Subcontractors, suppliers, or other persons engaged by the Contractor for the work of this Project.

District and/or Owner: The District, its Governing Board, authorized officers and employees, and authorized representatives.

DSA: The State of California Division of the State Architect which has the authority to review, approve and inspect the design, alteration and construction of school buildings.

Final Completion: Final Completion is achieved when the Contractor has fully completed all Contract Document requirements, including, but not limited to, all final punch list items, to the District's satisfaction.

Inspector: The person engaged by the District to conduct the inspections required by the Education Code and Title 24.

Furnish: Purchase and deliver to the site of installation.

Governing Board: The Governing Board of the District.

Indicated or As Shown: Shown on drawings and/or as specified.

Install: Fix in place, for materials; and fix in place and connect, for equipment.

Modification: An authorized change to the Contract Documents which may or may not include a change in contract price and/or time.

Project: The total construction work and activities described in these Contract Documents.

Secure: Obtain.

Subcontractor: A person, firm, or corporation, duly licensed by the State of California, who has a contract with the Contractor to furnish labor, materials and equipment, and/or to install materials and equipment for work in this Contract.

2. ARCHITECT

The Architect is responsible for the overall design of the Project. The working drawings, technical Specifications, sketches and other information necessary to define the work covered by these Contract Documents have been prepared by the Architect. The Architect shall visit, inspect and observe the construction to determine general compliance with the Contract Documents, and interpret the drawings and Specifications consistent with their intent. The Architect shall evaluate the samples and other submittals required in the technical Specifications, and maintain an up-to-date log of all such items processed. The Architect will consult with the District, Contractor, and any state, county or city agency having jurisdiction over the work whenever necessary to further the best interests of the Project.

3. CONTRACT DOCUMENTS

a. Contents and Precedence

The Contract Documents consist of the executed Contract and all Addenda, all approved change orders, the completed Bid Form, the required Bonds and the Insurance forms, the Notice Inviting Bids, the Instructions to Bidders, the Notice of

Award, the Notice to Proceed, the General Conditions, any supplemental Conditions, the Technical Specifications, the Drawings and the completed Bidder's Questionnaire. The Contract Documents are complementary and anything required by one shall be as binding as if required by all. In case of conflicts within the Contract Documents, the order of precedence of interpretation shall be as listed above, with the executed Contract and any change order thereto having priority, and subsequent Addenda having priority over prior Addenda only to the extent modified by the subsequent Addenda. In case of conflict within the drawings, larger scale drawings shall govern smaller scale drawings, and written dimensions shall govern over scaled dimensions.

b. Ambiguities, Errors, and Inconsistencies

If, in the opinion of the Contractor, the construction details indicated on the drawings or otherwise specified are in conflict with accepted industry standards for quality construction and therefore might interfere with its full guarantee of the work involved, the Contractor shall promptly bring this information to the attention of the Architect for appropriate action before submittal of the bid. Contractor's failure to request clarification or interpretation of an apparent ambiguity, error or inconsistency waives that Contractor's right to thereafter claim any entitlement to additional compensation based upon an ambiguity, inconsistency, or error, which should have been discovered by a reasonably prudent Contractor, subject to the limitations of Public Contract Code §1104. During the Project, should any discrepancy appear or any misunderstanding arise as to the import of anything contained in the Contract Documents, the matter shall be promptly referred to the Architect, who will issue instructions or corrections.

c. Lines and Planes

All lines and planes appearing on Contract drawings to be horizontal or vertical and not explicitly indicated otherwise shall be constructed true and plumb. All lines and planes appearing on Contract drawings to intersect at right angles and not explicitly indicated otherwise shall be constructed at true right angles. Where details are indicated covering specific conditions, such details also apply to all similar conditions not specifically indicated.

d. Standards

The specification standards of the various sections of the Specifications shall be the procedural, performance, and material standards of the applicable association publications identified and shall be the required level of installation, materials, workmanship, and performance for the applicable work. Except where a specific date of issue is mentioned hereinafter, references to specification standards shall mean the edition, including amendments and supplements, in effect on the date of the Notice Inviting Bids. Where no standard is identified and a manufacturer is specified, the

manufacturer's specifications are the standards. All standards shall be subordinate to the requirements of the applicable codes and regulations.

e. Reference to the Singular

Wherever in the Specifications an article, device or piece of equipment is referred to in the singular number, such reference shall include as many such items as are shown on drawings or required to complete the installation.

4. INTENT OF DRAWINGS AND SPECIFICATIONS

- a. Drawings and Specifications are to be read as an integrated document. The Contractor shall promptly report to the Architect any ambiguities, discrepancies, or errors which come to the Contractor's attention.
- b. Figured dimensions shall be followed in preference to scaled dimensions, and the Contractor shall make all additional measurements necessary for the work and shall be responsible for their accuracy. Before ordering any material or doing any work, the Contractor shall verify all measurements at the Project site and shall be responsible for the correctness of same.
- c. It is the intent of the drawings and Specifications to show and describe complete installations. Items shown but not specified, or specified but not shown, shall be included unless specifically omitted.
 - 1) The Specifications shall be deemed to include and require everything necessary and reasonably incidental to the completion of all work described and indicated on the drawings, whether particularly mentioned or shown, or not.

5. TRADE DIVISIONS

Segregation of the Specifications into the designated trade divisions is only for the purpose of facilitating descriptions and shall not be considered as limiting the work of any subcontract or trade. Subject to other necessary provisions set forth in the Specifications, the terms and conditions of such limitations or inclusions shall lie solely between the Contractor and its Subcontractors. "Scope" as indicated in each section of the Specifications shall serve only as a general guide to what is included in that section. Neither the stated description nor the division of the plans and Specifications to various sections, which is done solely for convenience, shall be deemed to limit the work required, divide or indicate it by labor jurisdiction or trade practice, or set up any bidding barriers to the various sub-contractors or suppliers.

- a. The Contractor shall be responsible for the proper execution of all work required by the Contract Documents and for allocating such portions as the Contractor sees fit to

the various Subcontractors, subject to applicable law. The Contractor is cautioned that the various individual sections may not contain all work that the Contractor may wish to allocate to a particular Subcontractor or everything bearing on the work of a particular trade, some of which may appear in other portions of the plans or Specifications.

- b. If the Contractor elects to enter into any subcontract for any section of the work the Contractor assumes all responsibility for ascertaining that the Subcontractor for the work is competent, licensed, solvent, thoroughly acquainted with all conditions and legal requirements of the work, has included all materials and appurtenances in connection therewith in the subcontract, and has performed its work in strict compliance with the Contract Documents.
- c. It shall be the responsibility of the Contractor to notify each prospective Subcontractor at the time of request for bids of all portions of the Contract Documents, including the General Conditions, Supplementary Conditions and any parts of sections of Specifications or plans that the Contractor intends to include as part of the subcontract.

6. MASTER MANDATORY PROVISIONS

- a. Any material, item, or piece of equipment mentioned, listed or indicated without definition of quality, shall be consistent with the quality of adjacent or related materials, items, or pieces of equipment on the Project.
- b. Any method of installation, finish, or workmanship of an operation called for, without definition of standard of workmanship, shall be followed or performed and finished in accordance with best practices and consistent with adjacent or related installations on the Project.
- c. Any necessary material, item, piece of equipment or operation not called for but reasonably implied as necessary for proper completion of the work shall be furnished, installed or performed and finished; and shall be consistent with adjacent or related materials, items, or pieces of equipment on the Project, and in accordance with best practices.
- d. Names or numbered products are to be used according to the manufacturers' directions or recommendations unless otherwise specified.

7. CONTRACTOR

- a. The Contractor shall perform all the work and activities required by the Contract Documents and furnish all labor, materials, equipment, tools and appurtenances necessary to perform the work and complete it to the District's satisfaction within the time specified. The Contractor shall at all times perform the work of this Contract in a competent and workmanlike manner and, if not specifically stated, accomplish the

work according to the best standards of construction practice. The Contractor in no way is relieved of any responsibility by the activities of the architect, engineer, inspector or DSA in the performance of such duties.

- b. The Contractor shall employ a full-time competent superintendent and necessary assistants who shall have complete authority to act for the Contractor on all matters pertaining to the work. The superintendent shall be satisfactory to the District and, if not satisfactory, shall be replaced by the Contractor with one that is acceptable. Also, the superintendent shall not be changed without the written consent of the District unless the superintendent ceases to be employed by the Contractor.
- c. Contractor shall make the layout of lines and elevations and shall be responsible for the accuracy of both the Contractor's and the Subcontractors' work resulting therefrom. All dimensions affecting proper fabrication and installation of all Contract work must be verified by the Contractor prior to fabrication and installation by taking field measurements of the true conditions. The Contractor shall take, and assist Subcontractors in taking, all field dimensions required in performance of the work, and shall verify all dimensions and conditions on the site. If there are any discrepancies between dimensions in drawings and existing conditions which will affect the work, the Contractor shall promptly bring such discrepancies to the attention of the Architect for adjustment before proceeding with the work. Contractor shall be responsible for the proper fitting of all work and for the coordination of all trades, Subcontractors and persons engaged upon this Contract.
- d. Contractor shall do all cutting, fitting, or patching of Contractor's work that may be required to make its several parts come together properly and fit it to receive or be received by work of other contractors as shown, or reasonably implied by, the drawings and Specifications for the completed work. Any cost incurred by the District due to defective or ill-timed work shall be borne by the Contractor.

8. RESPONSIBILITY OF CONTRACTOR

- a. Contractor shall be held strictly responsible for the proper performance of all work covered by the Contract Documents, including all work performed by Subcontractors. All work performed under this Contract shall comply in every respect to the rules and regulations of all agencies having jurisdiction over the Project or any part thereof.
- b. Contractor shall submit Verified Reports as defined in §§4-336 and 4-343 (c), Group 1, Chapter 4, Part I, Title 24, California Code of Regulations ("CCR"). The duties of the Contractor are as defined in §4-343, Group 1, Chapter 4, Part I, Title 24, of the CCR. Contractor shall keep and make available a copy of Title 24 of the CCR at the job site at all times.

- c. Where, because of short supply, any item of fabricated materials and/or equipment, indicated on drawings or specified is unobtainable and it becomes necessary, with the consent of the Architect, to substitute equivalent items differing in details or design, the Contractor shall promptly submit complete drawings and details indicating the necessary modifications of the work. This provision shall be governed by the terms of the General Conditions regarding Submittals: Shop Drawings, Cuts and Samples.
- d. With respect to work performed at and near a school site, Contractor shall at all times take all appropriate measures to ensure the security and safety of students and staff, including, but not limited to, ensuring that all of Contractor's employees, Subcontractors, and suppliers entering school property strictly adhere to all applicable District policies and procedures, e.g., sign-in requirements, visitor badges, and access limitations.

9. SUBCONTRACTORS

- a. Nothing contained in the Contract Documents shall create any contractual relationship between any Subcontractor and the District. The District shall be deemed to be the third party beneficiary of the contract between the Contractor and each Subcontractor. If the Contractor does not specify a Subcontractor for any portion of the work to be performed under this Contract, as required by law, Contractor shall perform that portion of the work with its own forces. The Contractor shall not substitute any other person or firm as a Subcontractor for those listed in the bid submitted by the Contractor, without the written approval of the District and in conformance with the requirements of the Public Contract Code. The District reserves the right of approval of all Subcontractors proposed for use on this Project, and to this end, may require financial, performance, and such additional information as is needed to secure this approval. If a Subcontractor is not approved, the Contractor shall promptly submit another firm of the same trade for approval.
- b. The Contractor shall insert appropriate provisions in all subcontracts pertaining to work on this Project requiring the Subcontractors to be bound by all applicable terms of the Contract Documents. The Contractor shall be as fully responsible for the acts and omissions of the Subcontractors, and of persons either directly or indirectly employed by them, as the Contractor is for the acts and omissions of persons directly employed by the Contractor.

10. PERFORMANCE AND PAYMENT BONDS

- a. As directed in the Notice of Award, the Contractor shall file with the District the following bonds, using the bond forms provided with these Contract Documents:
 - 1) A corporate surety bond, in a sum not less than 100 percent of the amount of the Contract, to guarantee the faithful performance of the Contract.

- 2) A corporate surety bond, in a sum not less than 100 percent of the amount of the Contract, to guarantee the payment of wages for services engaged and of bills contracted for materials, supplies, and equipment used in the performance of the Contract.
- b. Corporate sureties on these bonds and on bonds accompanying bids must be admitted sureties as defined by law, legally authorized to engage in the business of furnishing surety bonds in the State of California. All sureties and bond forms must be satisfactory to the District. Failure to submit the required bonds within the time specified by the Notice of Award, using the forms provided by the District, may result in cancellation of the award of Contract and forfeiture of the Bid Bond.
- c. The amount of the Contract, as used to determine the amounts of the bonds, shall be the total amount fixed in the Contractor's proposal for the performance of the required work.
- d. During the period covered by the Contract, if any of the sureties upon the bonds shall become insolvent or unable, in the opinion of the District, to pay promptly the amount of such bonds to the extent to which surety might be liable, the Contractor, within thirty (30) days after notice given by the District to the Contractor, shall provide supplemental bonds or otherwise substitute another and sufficient surety approved by the District in place of the surety becoming insolvent or unable to pay. If the Contractor fails within such thirty (30) day period to substitute another and sufficient surety, the Contractor shall, if the District so elects, be deemed to be in default in the performance of its obligations hereunder and upon the bid bond, and the District, in addition to any and all other remedies, may terminate the Contract or bring any proper suit or other proceedings against the Contractor and the sureties or any of them, or may deduct from any monies then due or which thereafter may become due to the Contractor under the Contract, the amount for which the surety, insolvent or unable to pay, shall have been liable on the bonds, and the monies so deducted shall be held by the District as collateral security for the performance of the conditions of the bonds.

11. INSURANCE

- a. Contractor shall obtain insurance from a company or companies acceptable to District. All required insurance must be written by an admitted company licensed to do business in the State of California at the time the policy is issued. All required insurance shall be equal to or exceed an A VIII rating as listed in Best's Insurance Guide's latest edition. On a case-by-case basis, the District may accept insurance written by a company listed on the State of California Department of Insurance List of Eligible Surplus Lines ("LESLI List") with a rating of A VIII or above as listed in Best's Insurance Guides' latest edition. Required documentation of such insurance shall be furnished to the District within the time stated in the Notice of Award. Contractor shall not commence work nor shall it allow its employees or Subcontractors or anyone to commence work until all insurance required hereunder

has been submitted and approved by the District and a notice to proceed has been issued.

- b. Contractor shall take out and maintain at all times during the life of this Contract, up to the date of acceptance of the work by the District, the following policies of insurance:

- 1) General Liability Insurance: Personal injury and replacement value property damage insurance for all activities of the Contractor and its Subcontractors arising out of or in connection with this Contract, written on a comprehensive general liability form including contractor's protected coverage, blanket contractual, completed operations, vehicle coverage and employer's non-ownership liability coverage, in an amount no less than either:

a. \$ __,000,000.00 combined single limit personal injury and property damage for each occurrence and \$ __,000,000.00 annual aggregate with a \$ __ umbrella/excess; or

b. \$ __,000,000.00 annual combined single limit.

- 2) Builders Risk Insurance:

___ Contractor is not required to procure and maintain builders' risk insurance (all-risk coverage).

___ Contractor shall procure and maintain builders' risk insurance (all-risk coverage) on a one hundred percent completed value basis on the insurable portion of the project for the benefit of the District, and the Contractor and subcontractor as their interest may appear.

- 3) Automobile Liability Insurance: Covering bodily injury and property damage in an amount no less than \$ __,000,000 combined single limit for each occurrence. Such insurance shall include coverage for owned, hired, and non-owned vehicles and be included on the umbrella/excess policy.

- c. The certificate(s) for the both the General Liability Policy(ies) and the Automobile Liability Policy specified above must state that the insurance is under an occurrence based, and not claims made, policy(ies) and shall be endorsed with the following specific language:

"The _____ District is named as additional insured for all liability arising out of the operations by or on behalf of the named insured, and this policy protects the additional insured, its officers, agents and employees against liability for bodily injuries,

deaths or property damage or destruction arising in any respect directly or indirectly in the performance of the Contract.”

- d. The certificate(s) for the both the General Liability Policy and the Automobile Liability Policy, as well the Builders' Risk Policy if required above, shall be endorsed with the following specific language:
- 1) The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured and the coverages afforded shall apply as though separate policies have been issued to each insured.
 - 2) The insurance provided herein is primary and no insurance held or owned by the District shall be called upon to contribute to a loss.
 - 3) Coverage provided by this policy shall not be reduced or canceled without thirty (30) days written notice given to the Owner by certified mail.
 - 4) This policy does not exclude explosion, collapse, underground excavation hazard, or removal of lateral support.
 - 5) The certificates must state that the insurance is under an occurrence based, and not a claims-made, or "modified occurrence," policy (policies).
- e. Within ten (10) days following issuance of the Notice of Award of the Contract, the following documentation of insurance shall be submitted to District for approval prior to issuance of the Notice to Proceed: Certificates of insurance showing the limits of insurance provided, certified copies of all policies, and signed copies of the specified endorsements for each policy. At the time of making application for an extension of time, the Contractor shall submit evidence that the insurance policies will be in effect during the requested additional period of time.
- f. If the Contractor fails to maintain such insurance, the District may take out such insurance to cover any damages of the above mentioned classes for which the District might be held liable on account of the Contractor's failure to pay such damages, and deduct and retain the amount of the premiums from any sums due the Contractor under the Contract.
- g. Workers' Compensation Insurance:
- 1) Within ten (10) calendar days following issuance of the Notice of Award of the Contract, the Contractor shall furnish to the District satisfactory proof that the Contractor and all Subcontractors it intends to employ have procured, for the period covered by the Contract, full Workers' Compensation insurance and employer's liability with limits of at least \$1,000,000 with an insurance carrier satisfactory to the District for all persons whom the Contractor may

employ in carrying out the work contemplated under this Contract in accordance with the Workers' Compensation Insurance and Safety Act, approved May 26, 1913, and all acts amendatory or supplemental thereto (the "Act"). Such insurance shall be maintained in full force and effect during the period covered by the Contract. In the event the Contractor is self-insured, Contractor shall furnish a Certificate of Permission to Self-Insure, signed by the Department of Industrial Relations Administration of Self-Insurance, Sacramento, California.

- 2) If the Contractor fails to maintain such insurance, the District may take out worker's compensation insurance to cover any compensation which the District might be liable to pay under the provisions of the Act, by reason of any employee of the Contractor being injured or killed, and deduct and retain the amount of the premiums for such insurance from any sums due the Contractor under the Contract, or otherwise recover that amount from the Contractor or the Surety.
- 3) If an injury occurs to any employee of the Contractor for which the employee, or the employee's dependents in the event of the employee's death, is entitled to compensation under the provisions of the Act, or for which compensation is claimed from the District, the District may retain from the sums due the Contractor under this Contract an amount sufficient to cover such compensation, as fixed by the Act, until such compensation is paid, or until it is determined that no compensation is due, and if the District is compelled to pay such compensation, it will deduct and retain from such sums the amount so paid, or otherwise recover this sum from the Contractor or its Surety.
- 4) The policies represented by the certificates shall be endorsed with a Waiver of Subrogation and must contain the provision (and the certificates must so state) that the insurance cannot be canceled until thirty (30) days after written notice of intended cancellation has been given to the District by certified mail.

12. CODES AND REGULATIONS

- a. The Contractor shall be knowledgeable regarding and shall comply with applicable portions of California Code of Regulations Title 24, the applicable Building Code, and all other codes, ordinances, regulations or orders of properly constituted authority having jurisdiction over the work of this Project. The Contractor shall examine the Contract Documents for compliance with these codes and regulations and shall promptly notify the Architect of any discrepancies.
- b. All work and materials shall be in full accordance with the latest rules and regulations of the Safety Orders of the Division of Industrial Safety and the applicable State laws and/or regulations. Nothing in the Project plans or Specifications is to be construed to permit work not conforming to the applicable Codes. Buildings and/or all other

construction covered by this Contract shall meet all the regulations for access by the physically handicapped as administered by the Division of the State Architect and as may be required by federal or state law.

- c. If the work under this Contract is for the construction of a school building as defined by the Education Code, then the following provisions shall apply to the Contract:
 - 1) All work shall be executed in accordance with the current requirements of the Education Code and California Code of Regulations: Title 24 and Title 19. No deviations from the DSA approved plans and Specifications will be permitted except upon a Change Order or Addenda, signed by the District and Architect and approved by the Division of the State Architect and the State Fire Marshal, if applicable.
 - 2) The Division of the State Architect shall be notified 48 hours in advance of the first pour of concrete.

13. PERMITS AND TAXES

- a. The Contractor shall obtain and pay for all permits, fees and licenses that are required in order to perform the work under this Contract. The District shall pay connection charges and meter costs for new permanent utilities required by these Contract Documents. The Contractor shall notify the District sufficiently in advance to submit requests for service to the appropriate utility companies so as to insure connections or installation of utility services in accordance with the Project schedule.
- b. The Contractor shall pay for all taxes on materials and equipment. The District is exempt from Federal Excise Tax. Contractor shall not pay Federal Excise Tax on any item in this Contract.

14. PATENTS AND ROYALTIES

All fees or claims for patents, royalties or licenses on materials, equipment or processes used in the performance of work on this Project shall be included in the amount of the Bid. The Contractor shall indemnify, defend, and hold harmless the District, its Governing Board, the Architect, and their officers and employees, from all claims or liability, including costs and expenses, which may arise from the use on this Project of any patented or copyrighted materials, equipment, or processes.

15. SAFETY AND FIRE PREVENTION

- a. The Contractor, Subcontractors and all of their agents and employees shall fully comply with all of the provisions and requirements of CAL/OSHA, Title 8, California Code of Regulations and all other safety codes applicable to the Project. The Contractor shall take thorough precautions at all times for the protection of persons

and property, and shall be liable for all damages to persons or property, either on or off the site, which occur as a result of Contractor's prosecution of the work. The Contractor shall obtain permits for, install and maintain in safe condition barricades, walkways, fences, railings, and whatever other safeguards that may be necessary to protect persons and property from damage as a result of the construction under this Contract.

- b. Contractor is required to ensure Material Safety Data Sheets ("MSDS") are available in a readily accessible place at the work site for any material requiring a MSDS pursuant to the federal "Hazard Communication" standard or employee "right to know" laws. Contractor is also required to ensure proper labeling on materials brought on the job site such that any person working with the material or within the general area of the material is informed of the hazards of the material and follows proper handling and protection procedures. A copy of the MSDS shall also be promptly submitted directly to the District.
- c. Contractor shall not endanger any work by cutting, excavating, or otherwise altering the work and shall not cut or alter the work of any other contractor except with the written consent of the Architect, nor overload any new or existing structures by the placing or storage of materials, equipment, or other items thereon, and, if necessary, shall provide calculations proving the safety in so doing.
- d. If it is necessary to work at night, or where daylight is obscured, the Contractor shall provide and maintain lighting of an adequate level to properly prosecute the work, to permit the thorough inspection of same, and to ensure the safety to workers and others.
- e. Contractor shall take extraordinary care to prevent fires and keep all flammable materials and oily rags in tightly closed metal containers. Contractor shall exercise particular care when welding or cutting, and with regard to the disposition of waste materials, the nature and quantity of which might create or increase a fire hazard.

16. HAZARDOUS MATERIALS

Unless otherwise specified, this Contract does not include the removal, handling, or disturbance of any hazardous substances or materials encountered in the new construction or on the Project grounds. If such substances or materials are encountered, work shall cease in that area and the District shall be promptly notified to take appropriate action for removal or otherwise abating the condition in accordance with current regulations applicable to the District.

a. General

- 1) No asbestos, asbestos-containing products or other hazardous materials shall be used in this construction or in any tools, devices, clothing or equipment used to further this construction.

- 2) Asbestos and/or asbestos containing products shall be defined as all items containing but not limited to chrysotile, crocidolite, amosite, anthophyllite, tremo-lite or actinolite.
- 3) Any or all material containing greater than one tenth of one percent (>.1%) asbestos shall be defined as asbestos-containing material.
- 4) Any disputes involving the question of whether or not material contains asbestos shall be settled by electron microscopy; the cost of any such tests shall be paid by the Contractor.
- 5) All work or materials found to contain asbestos or work or material installed with asbestos containing equipment will be immediately rejected and this work shall be removed by the Contractor at no additional cost to the District.

b. Decontamination and Removal of hazardous material from prior work

- 1) Decontamination and removal of work found to contain asbestos or work installed with asbestos containing equipment shall be done only under the supervision of a qualified consultant, knowledgeable in the field of asbestos abatement and accredited by the Environmental Protection Agency ("EPA").
- 2) The asbestos removal contractor shall be an EPA-accredited contractor qualified in the removal of asbestos subject to the approval of the District.
- 3) The asbestos consultant shall be chosen and approved by the District which shall have sole discretion and final determination in this matter.
- 4) The work will not be accepted until asbestos contamination is reduced to levels deemed acceptable by the asbestos consultant.

c. Hold Harmless

- 1) Interface of work under this Contract with work containing asbestos shall be executed by the Contractor at Contractor's risk and at Contractor's discretion with full knowledge of the currently accepted standards, hazards, risks and liabilities associated with asbestos work and asbestos containing products. By execution of this Contract the Contractor acknowledges the above and agrees to hold harmless, as set forth in the indemnity provisions of this Contract, the Owner, its employees, agents and assigns for all asbestos liability which may be associated with this work and agrees to instruct Contractor's employees and agents with respect to the above-mentioned standards, hazards, risks and liabilities.
- 2) The Contractor shall, prior to commencement of this work, provide a duly signed and notarized affidavit that Contractor has instructed Contractor's

employees and agents with respect to the above mentioned standards, hazards, risks and liabilities and the contents and requirements of this portion of the Contract Documents.

d. Certification

The Contractor agrees that materials containing asbestos or other hazardous materials as defined in Federal and State law shall not be used in construction.

17. TEMPORARY FACILITIES

- a. The Contractor shall obtain permits for, install and maintain in safe condition all scaffolds, hoisting equipment, barricades, walkways, or other temporary structures that may be required to accomplish the work. Such structures shall be adequate for the intended use and capable of safely accepting all loads that may be imposed upon them. They shall be installed and maintained in accordance with all applicable codes and regulations.
- b. The Contractor shall provide and maintain temporary heat from an approved source whenever in the course of the work it may become necessary for curing, drying or warming spaces as may be required for the proper installation of materials or finishes. The Contractor shall provide and maintain any and all facilities that may be required for dewatering in order that work may proceed on the Project. If it is necessary for dewatering to occur continually, the Contractor shall have on hand whatever spare parts or equipment that may be required to avoid interruption of service or work.
- c. The Contractor shall promptly remove all such temporary facilities when they are no longer needed for the work or on completion of the Project. The Contractor shall repair any damage to premises or property which resulted from the construction, use, or removal of temporary facilities and shall restore the premises and property to their original condition.
- d. See the Supplemental General Conditions and/or specifications for requirements concerning temporary sanitary facilities and utilities.

18. SIGNS

No signs may be displayed on or about the District's property (except those which may be required by law) without the District's prior written approval of size, content and location. Any signs required by the District will be designated in the Supplemental General Conditions.

19. TIME

- a. The Contractor shall commence the work on the date indicated in the Notice to Proceed. Time is of the essence regarding the Contract work, and the Contractor shall

prosecute the work diligently and regularly at such a rate of progress as to ensure completion of this Project within, or sooner than, the time specified.

- b. The Contractors and Subcontractors shall investigate and become aware of the amount of time required for the delivery of all equipment and materials required to perform the work under this Contract, and no extension of time shall be granted due to failure to order the equipment and materials sufficiently before their incorporation into the work so as to avoid delay to the Project.
- c. The Contractor and Subcontractors shall provide and maintain enough manpower, materials and equipment to ensure a rate of construction progress that will complete the Project within or sooner than the time specified and according to the schedule of work. If, in the District's opinion, the Contractor and/or Subcontractors are not prosecuting the work at a sufficient rate of progress to meet the Project schedule, the District may direct the Contractor to provide additional manpower, materials or equipment, or to work additional hours, holidays or weekends without additional cost to the District until the work is progressing in a manner satisfactory to the District. Failure to prosecute the work in a timely manner according to the Project schedule is considered a breach of Contract and shall be cause for termination of the Contract.

20. CONSTRUCTION SCHEDULE

- a. Within fifteen (15) calendar days after the award of the Contract, the Contractor shall prepare and submit to the Architect and District an as-planned construction schedule showing in detail how the Contractor plans to prosecute the work within the time set for Final Completion. The schedule shall include the work of all trades necessary for construction of the Project, and shall be sufficiently complete and comprehensive to enable progress to be monitored on a day-by-day basis. The information for each activity shall include at a minimum the activity description, duration, start date and completion date.
- b. The Contractor shall take care in the preparation of the schedule to ensure that it represents an accurate and efficient plan for accomplishing the work. If the Project is more than one week behind schedule, it must be promptly revised showing how the Contractor plans to complete the work, but in no case shall it show a completion date later than that required by the Contract, unless a time extension has been granted. The current schedule shall be kept posted in the Contractor's project office on site.
- c. The Contractor shall be responsible for the coordination of all work necessary and pertaining to the construction whether actually a part of this Contract or attendant thereto. The Contractor shall notify the District and various utility companies, as far as possible in advance of their required work, in order that work schedules may be developed for all concerned, which will permit the most effective and timely accomplishment of the entire Project.

21. DELAYS AND TIME EXTENSIONS

- a. The Contractor may be granted a time extension if the Contractor encounters an unavoidable delay of the work due to causes completely beyond the Contractor's control and which the Contractor could not have avoided by the exercise of reasonable care, prudence, foresight and diligence. Causes for which a claim for extension of time may be made include: acts of the public enemy, acts of another contractor in the performance of another contract with the District, priority of a governmental agency for materials or equipment, fire, flood, violent wind storm, epidemic, quarantine restriction, strike, freight embargo, or weather of an unusually severe nature. The Contractor will not be granted time extensions for weather conditions which are normal for the location of the Project, according to the U. S. Weather Bureau Records.
- b. A request for extension of time and compensation related thereto shall be made in writing to the Architect and District within ten (10) calendar days of the date the delay is encountered, or shall be deemed waived. The request shall include a detailed description of the reasons for the delay and corrective measures by the Contractor. The request shall be accompanied by evidence that the insurance policies required by the Contract shall be in effect during the requested additional period of time. In order for the Architect to consider a request for time extension, the Contractor must prove that the reasons stated for the delay actually caused a delay in portions of the work which will result in completion beyond the date specified in the Contract. The Contractor may also be granted a time extension for a significant change in the scope of work which request for extension of time shall be included in a Contract modification proposal.
- c. No damages or compensation or any kind shall be paid to a Contractor because of delays in the progress of work, whether such delays be avoidable or unavoidable, that are not the responsibility of District. District's liability to Contractor for delays for which District is responsible shall be limited to an extension of time unless such delays were unreasonable under the circumstances involved and were not within the contemplation of the parties when the Contract was awarded. The Contractor shall provide to the District the actual, substantiated costs to Contractor for which the Contractor may claim damages from District. Such costs, if any, shall be directly related to the Project, and shall not include costs that would be borne by the Contractor in the regular course of business, including, but not limited to, office overhead and ongoing insurance costs. Delay damages shall not include Contractor or Subcontractor markup for overhead and profit, but only actual, documented, and direct actual costs. The District shall not be liable for any damages which the Contractor could have avoided by any reasonable means including, but not limited to, the more judicious handling of forces or equipment.
- d. The granting of an extension of time because of unavoidable delays shall in no way operate as a waiver on the part of the District of the right to collect liquidated damages for other delays or of any other rights to which the District is entitled.

22. LIQUIDATED DAMAGES

- a. The parties understand and agree that the goodwill, educational process, and other business of District will be damaged if the Project is not completed within the time limits required. The parties have further agreed that the exact amount of damages for failure to complete the Work within the time specified is, in some cases, extremely difficult, impractical, or impossible to determine. As to those damages that are difficult, impractical, or impossible to determine, Should the Contractor fail to achieve Final Completion of this Contract within the time fixed for Final Completion, together with extensions granted by the District for unavoidable delays, Contractor shall become liable to the District in the amount specified in the Contract per calendar day for each day the Contract remains incomplete beyond the time for Final Completion, as liquidated damages and not as a penalty. Contractor shall not be charged with liquidated damages when the delay in completion of the work beyond the time for Final Completion is due to acts of the District.
- b. Any money due or to become due the Contractor may be retained to cover liquidated and other delay damages. Should such money not be sufficient to cover those damages, the District shall have the right to recover the balance from the Contractor or Contractor's sureties.
- c. Should the District authorize suspension of the work for any cause, the time work is suspended will be added to the time for completion. Suspension of the work by the District shall not be a waiver of the right to claim liquidated or other delay damages as set forth in this section.

23. DISTRICT'S RIGHT TO STOP WORK; TERMINATION OR SUSPENSION OF THE CONTRACT

a. District's Right to Stop Work:

In addition to or as an alternative to any and all other remedies available to the District, if the Contractor fails to correct work which is not performed in accordance with the Contract Documents, or if the Contractor persistently fails to perform the work in accordance with the Contract Documents, the District may by written order direct the Contractor to stop the work, or any portion thereof, until the cause for such order has been eliminated to the satisfaction of the District. However, the right of the District to stop the work shall not give rise to a duty on the part of the District to exercise this right for the benefit of the Contractor or any other person or entity, and the failure of the District to do so shall not be raised as a defense to the Contractor's failure to perform the work in accordance with the Contract Documents.

b. Termination for Cause:

- 1) If the Contractor refuses or fails to furnish sufficient materials, work force, equipment, and appurtenances to properly prosecute the work in a timely manner, or if Contractor refuses or fails to comply with any provisions of the Contract Documents, or if Contractor should file a bankruptcy petition or make a general assignment for the benefit of Contractor's creditors or if a receiver should be appointed on account of Contractor's insolvency, then the District may give the Contractor and Contractor's Surety written notice of intention to terminate the Contract. Unless within seven (7) calendar days after the serving of such notice upon the Contractor and Contractor's Surety such violation shall cease and arrangements for correction of such conditions shall be made satisfactory to the District, the Contract shall cease and terminate. In the event of such termination, the District shall immediately serve written notice thereof upon the Contractor and Contractor's Surety.
- 2) In the event of termination for cause, in addition to all remedies available to the District, the Contractor's Surety shall have the right to take over and perform the Contract; provided, however, that if the Surety does not commence performance within five (5) calendar days from the date of the issuance of such notice of termination, the District may take over the work and prosecute the same to completion by letting another Contract, or by any other method that the District deems advisable. The Contractor and Contractor's Surety shall be liable for any excess cost incurred by the District thereby, and in any such event the District may take possession of such materials, equipment, and other property belonging to the Contractor as may be on the site and use same in completing the work.

c. Termination or Suspension for Convenience:

The District reserves the right, in its sole discretion, to terminate or suspend all or part of the Contract for convenience following three (3) days written notice to the Contractor. In the event of termination or suspension for convenience, Contractor shall have no claims against the District, except:

- 1) The actual cost of labor, materials and services provided pursuant to the Contract, and which have not yet been paid for, as documented by timesheets, invoices, receipts and the like; and
- 2) Five percent (5%) of the total cost of the work performed as of the date of notice of termination or suspension or five percent (5%) of the value of the work yet to be completed, whichever is less. The parties agree that this amount shall constitute full and fair compensation for all Contractor's lost profits and other damages resulting from the termination or suspension for convenience.

24. ASSIGNMENT OF CONTRACT

The Contractor may not assign or delegate all or any portion of this Contract without the written consent of the District and no such consent shall be given which would relieve the Contractor or its Surety of their responsibilities under the Contract. The Contractor may assign, without liability to the District, monies due the Contractor under the Contract to banks, trust companies or other financial institutions provided written notice thereof is promptly delivered to the District. Assignment of monies earned by the Contractor shall be subject to the same retention as other payments made to Contractor, and shall also be subject to setoffs and back charges as provided by this Contract.

25. COORDINATION WITH OTHER CONTRACTS

- a. The District reserves the right to do other work or award other contracts in connection with this Project. By entering into this Contract, Contractor acknowledges that there may be other contractors on or adjacent to the Project site whose work must be coordinated with that of its own. Contractor expressly warrants and agrees that it will cooperate with other contractors and will do nothing to delay, hinder, or interfere with the work of other contractors, or that of the District, its Architect and Construction Manager. Contractor also expressly agrees that in the event its work is hindered, delayed, interfered with, or otherwise affected by a separate contractor, its sole remedy will be a direct action against the separate contractor. To the extent allowed by law, the Contractor expressly waives any remedy against the District, its Architect and Construction Manager on account of delay, hindrance, interference or other such events caused by a separate contractor.
- b. If any part of Contractor's work depends upon the work of a separate contractor, Contractor shall inspect such other work and promptly report in writing to the District and Architect any defects in such other work that render it unsuitable to receive the work of Contractor. Failure of the Contractor to so inspect and report shall constitute an acceptance of the other contractor's work, except as to defects which the Contractor could not have detected through the reasonable inspection of the other contractor's work prior to the execution of Contractor's work.
- c. If Contractor is aware of a current or potential conflict between Contractor's work and the work of another contractor on the site, and is unable to informally resolve the conflict directly with the other contractor, Contractor shall promptly provide written notice to the District, with a copy to the Architect and the other contractor, specifying the nature of the conflict, the date upon which the conflict arose, and the steps taken to attempt to resolve the conflict. The District may issue written instructions to address the conflict.
- d. If, through Contractor's negligence, any other contractor or subcontractor shall suffer loss or damage to the work, Contractor shall make a reasonable effort to settle with such other contractor and subcontractor by agreement or arbitration. If such other contractor or subcontractor shall assert any claim against the District or Architect, on account of any damage alleged to have been so sustained, the District or Architect

shall notify the Contractor, who shall defend such proceedings at Contractor's own expense and save harmless and indemnify the District and the Architect from any such claim.

26. SUBMITTALS: SHOP DRAWINGS, CUTS AND SAMPLES

- a. Five (5) copies of shop drawings, brochures and cuts and samples in quantities specified by the Architect shall be submitted to the Architect for all items for which they are required by the plans and Specifications. Prior to transmittal, the Contractor shall examine all submittals for accuracy and completeness in order to verify their suitability for the work and compliance with the Contract Documents and shall sign and date each submittal. Submittals shall be made sufficiently before the items are required for the work so as to cause no delay and shall be in accordance with the Project construction schedule.
- b. In addition to information furnished as common practice, submittals shall contain the Project name and location, Contractor's name and address, Subcontractor's or supplier's name and address, date of submittal and any revisions, and reference to appropriate specification section, and/or drawing and detail numbers. The Contractor and/or the Subcontractors shall verify in the field all dimensions and relationships to adjacent work necessary to ensure the proper fit of the items submitted. If necessary, the Contractor shall make any corrections required and resubmit with all due haste in the same number as initially required.
- c. Review of submittals, shop drawings, cuts or samples by the District or Architect shall not relieve the Contractor from complying with the requirements of the Contract Documents.
- d. Any materials or equipment installed without approval shall be at the Contractor's own risk, and Contractor may be required to remove any such materials or equipment and install the specified items at Contractor's own cost, including repairs to adjacent work.

27. PAYMENTS

a. Cost Breakdown:

Prior to submitting Contractor's first request for payment, the Contractor shall prepare and submit to the Architect and District a cost breakdown (schedule of values) showing the major work items for each trade or operation required in construction of the Project. The work items shall be sufficiently detailed to enable the Architect to accurately evaluate the completion percentages requested by the Contractor. The cost for each work item shall include overhead and profit. The total of all work item costs shall equal the amount of the Contract.

b. Scope of Payment:

Payment to the Contractor at the unit price or other price fixed in the Contract for performing the work required under any item or at the lump sum price fixed in the Contract for performing all the work required under the Contract shall be full compensation for furnishing all labor, materials, equipment and tools necessary to the work, and for performing and completing, in accordance with the Specifications, all work required under the item or under the Contract, and for all expense incurred by the Contractor for any purpose in connection with the performance and completion of the work.

c. Progress Payments:

The Contractor will, on or about the last day of each month, make an estimate of the value of the work completed by Contractor in the performance of the Contract. These estimates shall be subject to the review and approval of the Architect. The first such estimate will be of the value of the work completed after the Contractor commenced the performance of the Contract, and every subsequent estimate, except the final estimate, will be of the value of the work completed since the immediately preceding estimate. Such estimates will be based on labor, materials and equipment incorporated into the work, and items of materials and equipment delivered to the Project. The Contractor shall be responsible for the security and protection of such materials and equipment delivered to the Project and not incorporated in the work. Within thirty (30) calendar days after the approval of each estimate for progress payment, the District will pay to the Contractor an amount equal to ninety five (95) percent of the approved estimate, unless a different retention percentage is stated in the Notice Inviting Bids, in which case that percentage applies. Payments may at any time be withheld if in the judgment of the District the work is not proceeding in accordance with the Contract Documents, the Contractor is not complying with the requirements of the Contract, stop notices have been timely filed, the estimate contains an error, or the District has incurred costs or requests reasonable financial assurances regarding defective work by the Contractor.

d. Final Payment:

Within thirty (30) days after all required work is fully completed in accordance with the Contract Documents, the Contractor shall submit a final invoice for the total value of the work completed in accordance with the Contract, which shall be subject to review and approval by the District. As required by law, District shall pay Contractor the unpaid balance of the Contract price of the work, or the whole Contract price of the work if no progress payment has been made, determined in accordance with the terms of the Contract, less such sums as may be lawfully retained under any provision of the Contract, including, but not limited to, amounts retained as liquidated damages, for stop notices, for third-party claims for which the Contractor is required to indemnify the District, for defective work and costs incurred by the District in connection therewith, or for other such claims and damages attributable to the

Contractor ("Final Payment"). Prior progress estimates and payments are subject to correction in the Final Payment. Tender of the Final Payment shall constitute denial by the District of any unresolved claim. Contractor's acceptance of the Final Payment shall operate as a full and final release to the District and its agents from any and all unasserted claims Contractor has, or may have, related to this Contract.

e. Payments Do Not Imply Acceptance of Work:

The granting of any progress payment or payments by the District or the receipt thereof by the Contractor shall not constitute acceptance of the work or of any portion thereof, and shall in no way lessen the liability of the Contractor to replace unsatisfactory work or material, whether or not the unsatisfactory character of such work or material was apparent or detected at the time such payment was made.

f. Retention of Sums Charged Against Contractor:

It is mutually understood and agreed that when under any provision of this Contract the District shall charge any sums of money against the Contractor, the amount of such charge shall be deducted and retained by the District from the amount of the next succeeding progress estimate, or from any other monies due or that may become due the Contractor on account of the Contract. If on completion or termination of the Contract such monies due the Contractor are found insufficient to cover the District's charges against the Contractor, the District shall have the right to recover the balance from the Contractor or the Contractor's Sureties.

g. Release:

The Contractor and each assignee under an assignment in effect at the time of Final Payment shall, if required by the District, execute and deliver at the time of Final Payment and as a condition precedent to Final Payment, a release in form and substance satisfactory to and containing such exemptions as may be found appropriate by the District, discharging the District, its officers, agents and employees of and from liabilities, obligations and claims arising under this Contract.

h. Payment to Subcontractors and Suppliers:

The Contractor shall pay each Subcontractor and supplier promptly on receipt of each progress payment from the District for the materials, labor and equipment delivered to the site or incorporated in the work by each Subcontractor during the period for which the progress payment is made, less any retention as provided above.

i. Stop Notice Costs:

The District reserves the right to charge the Contractor or Surety, or to withhold from release of retention, all costs incurred by the District, including attorney's fees, for processing and defending stop notice claims.

28. MODIFICATIONS OF CONTRACT

a. Changes In The Work:

- 1) The District, before the date of acceptance of the work, may, without notice to the Sureties, order changes in the work ("Modifications"), may order extra materials and extra work in connection with the performance of the Contract, and the Contractor shall promptly comply with such orders. All Modifications must be approved by DSA and the State Fire Marshall, if applicable, as required by law.
- 2) If changes ordered in design, workmanship or materials are of such a nature as to increase or decrease the cost of any part of the work, the price fixed in the Contract shall be increased or decreased by such amount as represents the reasonable and proper allowance for the increase or decrease in the cost of the work in accordance with the provisions of this Article, and any other applicable terms of the Contract, including, but not limited to, the Contractor's schedule of values and the price for allowances, if any. Except as provided by law, the total cost of all Modifications shall not exceed ten (10) percent of the original Contract price.
- 3) In the case of a disputed work item, the District may direct the Contractor to perform the disputed work at no additional cost to the District on the grounds that the work is adequately indicated in the Contract Documents, and therefore already included in the Contract price. If the Contractor maintains that the disputed work represents a modification to the Contract, Contractor may submit a claim in accordance with Article 50, Resolution of Construction Claims. Notwithstanding any dispute regarding the requirements of the Contract Documents, Contractor shall promptly and fully comply with the District's directive. Contractor's failure to do so shall be deemed a material breach of this Contract, and in addition to all other remedies, District may, at its sole discretion, hire another contractor and/or use its own forces to complete the disputed work at Contractor's sole expense, and may deduct the cost of such work from the Contract price.

b. Cost Breakdown:

When the Modification is proposed, the Contractor shall furnish a complete breakdown of actual costs of both credits and extras, itemizing materials, labor, taxes, overhead and profit. Subcontract work shall be so indicated. All costs must be fully documented. The following limitations shall apply:

1) Limitations Where Contract Price Changes are Involved:

- (a) Overhead and Profit for the Contractor. The Contractor and any Subcontractor's overhead and profit on the cost of subcontracts shall be a sum not exceeding ten percent (10%) of such costs. The Contractor's overhead and profit on the costs of work performed by the Contractor shall be a sum not exceeding fifteen percent (15%) of such costs. Overhead and profit shall not be applied to the cost of taxes and insurance by Contractor or Subcontractors or to credits. No processing or similar fees may be charged by the Contractor in connection with the Modification. "Overhead and profit" shall include all plant, equipment rental and repair, project management, field coordination, job site project supervision and indirect labor and materials.
- (b) Bond Premiums. The actual rate of bond premiums as paid on the total cost (including taxes) will be allowed, but with no markup for profit and overhead.
- (c) Taxes. State and city sales taxes should be indicated. Federal excise tax shall not be included. (District will issue an exemption on request.)

2) Change Order Certification:

All change orders and requests for proposed change orders shall be deemed to include the following certification by the Contractor:

"The undersigned Contractor approves the foregoing as to the changes in work, if any, and as to the Contract price specified for each item and as to the extension of time allowed, if any, for completion of the Project as stated herein, and agrees to furnish all labor, materials, and service and to perform all work necessary to complete any additional work specified for the consideration stated herein. Submission of claims which have no basis in fact or which Contractor knows are false are made at the sole risk of the Contractor and may be a violation of the False Claims Act, as set forth in Government Code §§12650 *et seq.* It is understood that the changes to the Contract Documents set forth herein shall only be effective upon approval by the Governing Board of the District.

"It is expressly understood that the value of the extra work or changes expressly includes any and all of the Contractor's costs and expenses, both direct and indirect, resulting from additional time required on the Project or resulting from delay to the Project. Any costs, expenses, damages, or time extensions not included herein are deemed waived."

c. Unit Prices, Schedule of Values, or Allowances:

Where Unit Prices, a Schedule of Values, and/or Allowances are required by the Contract Documents, that pricing shall govern in computing any additions to or deductions from the Contract price on account of any added or omitted work. Unit Prices listed in the original bid include all costs and no addition of any description will be allowed.

d. Time and Materials:

If it is impractical, because of the nature of the work, or for any other reason, to fix an increase in price in advance, the Change Order may fix a maximum price which shall not under any circumstances be exceeded, and subject to such limitation, such alteration, modification or extra shall be paid for at the actual necessary cost as determined by the sum of the following items (1) to (5) inclusive:

- 1) Labor, including premium on compensation insurance and charge for Social Security taxes, and other taxes pertaining to labor.
- 2) Material, including sales taxes and other taxes pertaining to materials.
- 3) Plant and equipment rental, to be agreed upon in writing before the work is begun. No charge for the cost of repairs to plant or equipment will be allowed.
- 4) Overhead and profit computed at fifteen percent (15%) of the total of Items (1) to (3) inclusive.
- 5) The proportionate cost of premiums on bonds computed at one and one-half percent (1-1/2%) of the total of items (1) to (4) inclusive.

If the Time and Materials work is done by a Subcontractor, the amount shall be determined as set forth above under items (1) to (5) inclusive. The Contractor's overhead and profit on the costs of subcontracts (exclusive of taxes and insurance) shall not exceed ten percent (10%) of such costs.

The District reserves the right to furnish such materials as it may deem expedient, and no allowance will be made for profit thereon. The above-described methods of determining the payment for work and materials shall not apply to the performance of any work or the furnishing of any material which, in the judgment of the District, may properly be classified under items for which prices are established in the Contract.

e. Oral Modifications:

No oral statements of any person shall in any manner or degree modify or otherwise affect the terms of the Contract.

29. INDEMNITY

Contractor shall defend with counsel acceptable to the District, indemnify and hold harmless to the full extent permitted by law, the District and its Board of Trustees, officers, agents, Architect, construction manager, employees and volunteers from and against any and all liability, loss, damage, claims, expenses, fines, judgments and costs (including, without limitation, attorney's fees and costs and fees of litigation) (collectively, "Liability") of every nature arising out of or in connection with Contractor's performance of the Project or its failure to comply with any of its obligations contained in these Contract Documents, except such Liability caused by the active negligence, sole negligence or willful misconduct of the District. Such indemnification shall extend to all claims, demands, or liabilities occurring after completion of the project as well as during the progress of the work. Pursuant to Public Contract Code §9201, District shall timely notify Contractor of receipt of any third-party claim relating to this Project.

30. WARRANTY OF TITLE

Contractor warrants that title to all work, materials or equipment included in a request for payment shall pass and transfer to the District whether or not they are installed or incorporated in the Project, free from any claims, liens or encumbrances, when such payment is made to the Contractor. Contractor further warrants that no such work, materials or equipment have been purchased for work under the Contract subject to an agreement by which an interest therein or an encumbrance thereon is retained by the seller or supplier.

31. USE OF COMPLETED PARTS OF THE WORK BEFORE ACCEPTANCE

Whenever the work or any part thereof is in a condition suitable for use, and the best interest of the District requires such use, as determined by the District, the District may take possession of, connect to, open for public use, or use the work or a part thereof. When so used, maintenance and repairs due to ordinary wear and tear or vandalism will be made at District's expense. The use by the District of the work or part thereof as contemplated in this section shall in no case be construed as constituting acceptance of the work or any part thereof, including, but not limited to, the right to assess liquidated damages. Such use shall neither relieve the Contractor of any of Contractor's responsibilities under the Contract nor act as a waiver by the District of any of the conditions thereof. Contractor shall continue to maintain all insurance, including Builder's Risk insurance, on the entire Project, and diligently pursue full completion of the work.

32. GUARANTEE AND WARRANTY

- a. By signing this Contract, Contractor agrees to the following guarantee and warranty:

Guarantee & Warranty

Contractor hereby guarantees and warrants its work on the Project for a period of two (2) years from the date of the filing of the Notice of Completion as follows.

Contractor shall promptly repair or replace to the satisfaction of the District any or all work that appears defective in workmanship, equipment and/or materials for whatever reason, ordinary wear and tear and unusual abuse or neglect excepted, together with any other work which may be damaged or displaced in so doing.

Contractor agrees to promptly correct and remedy any failure by the Contractor to conform its work, activities and services to the requirements of the Contract Documents.

In the event of the Contractor's failure to comply with the above-mentioned obligations within the ten (10) calendar days of notice, or sooner if required by an emergency, Contractor hereby authorizes the District to have the defects or deficiencies repaired, remedied, corrected and made good at Contractor's expense, and Contractor shall pay the costs and charges therefore upon demand. The Surety agrees to be responsible for these costs and charges as well.

33. **PROTECTION OF WORK AND PROPERTY**

- a. The Contractor shall be responsible for each operation and all work on the Project, both permanent and temporary. The Contractor shall protect the work and materials from damage due to negligence, the action of the elements, the carelessness of third parties, vandalism, or any other cause whatsoever, until the final completion and acceptance of the Project. Should improper work by the Contractor be covered by another contractor and damage or defects result, the whole work affected shall be made good by the Contractor to the satisfaction of the Architect and District without expense to the District. The Contractor shall take reasonable care to avoid damage to existing facilities or utilities, whether on the Project or adjacent to it, and Contractor shall be liable for any damage thereto or interruption of service due to Contractor's operations. If the Contractor encounters any facilities or utilities not shown on the drawings or not reasonably inferable therefrom, Contractor shall promptly notify the

Architect about them, and shall do no further work which may cause damage to same. If it is determined that some action needs to be taken regarding facilities not shown, the Contractor will be given directives on what action to take, and any additional cost to the Contractor incurred thereby will be handled by Change Order.

- b. The property limits of the area of the Project are indicated on the drawings. Except for work specifically shown or noted, Contractor shall confine Contractor's operations within the indicated property limits. The Contractor shall provide, install, and maintain all shoring, bracing and underpinning necessary to support adjacent property, streets, buildings and structures, that may be affected by building operations for this work; shall serve or cause to be served all legal notices to adjoining property owners that may be necessary for their protection; and shall protect from damage all adjacent buildings, fences, landscaping, and repair or replace any such property damaged in the course of work under the Contract.

34. USE OF ROADWAYS AND WALKWAYS

The Contractor shall not unnecessarily interfere with use of any roadway, walkway or other facility for vehicular or pedestrian traffic by any party entitled to use it. Wherever such interference becomes necessary for the proper and convenient performance of the work and no satisfactory detour route exists, the Contractor shall, before beginning the interference, provide a satisfactory detour, temporary bridge, or other proper facility for traffic to pass around or over the interference and shall maintain it in satisfactory condition as long as the interference continues, all without extra payment unless otherwise expressly stipulated in the Contract Documents.

35. MATERIALS

- a. Unless explicitly stated otherwise, all specified equipment and material comprising the work of this Contract, as being provided or furnished or installed, shall imply the inclusion of all components, hardware and accessories, required for complete installation and satisfactory operation as intended by the manufacturer. Wherever the method of installation of any material is not explicitly specified, the installation shall be as recommended by manufacturer.
- b. Wherever in the Contract Documents it is provided that the Contractor shall furnish materials or equipment for which no detailed specifications are set forth, such materials or equipment shall be new and of the best grade for the purpose for which they will be used when incorporated in the work. Materials specified by reference to a number or symbol of a specific standard, such as A.S.M., Federal Specification, State Standard, Trade Association, or similar standards, shall comply with requirements in the latest revision thereof and any amendment or supplement in effect on the date of the notice inviting bids.

- c. None of the materials to be provided furnished or installed on this project shall contain asbestos or any other "hazardous substance" as that term is defined by federal or state law.

36. SUBSTITUTIONS

- a. Wherever in the drawings or Specifications a material or product is called for by trade or brand names or manufacturer and model number, alternative items of equal quality and purpose may be proposed for use by the Contractor. The burden of proof of equality is on the Contractor, and Contractor shall furnish all information and supplies necessary for the Architect to make a thorough evaluation of the proposed substitution. The Architect's decision about the equality of the proposed substitution is final, and if the proposed substitution is not approved, the Contractor shall install the item called for. Proposed substitutions and any changes in adjacent work caused by them shall be made by the Contractor at no additional cost to the District.
- b. Proposed substitutions shall be submitted sufficiently before actual need to allow time for thorough evaluation. Substitutions shall not be proposed for the reason that submittals were not made early enough to avoid delay. Architect's review of substitutions shall not relieve the Contractor from complying with the requirements of the drawings and Specifications.
- c. In the event Contractor makes substitutions in materials, equipment, or designs, with or without the District's approval, other than those authorized herein, the Contractor shall then assume full responsibility for the effects of such substitutions on the entire Project, including the design, and shall reimburse the District for any charges resulting from such substitutions, including any charges for modifications in the work of other trades, and including any charges for additional design and review, plus reasonable and customary mark-ups.

37. TESTING

- a. Materials, equipment, or other work requiring tests may be specified in the Contract Documents, and they shall be adequately identified and delivered to the site in ample time before intended use to allow for testing. If such materials, equipment or other work should be covered without required testing and approval, they shall be uncovered at the Contractor's expense, including any repairs or replacement resulting therefrom. The Contractor shall notify the District and Architect when and where such materials, equipment or other work are ready for testing, and Contractor shall bear the cost of making them available for testing. The Contractor shall notify the District and Architect sufficiently before the need for testing so as to cause no delay in the work and, in any case, at least forty-eight (48) hours prior to the need for testing.
- b. The cost of initial tests called for will be paid by the District and will be performed by independent testing consultants retained by the District, but if so specified by the

District, the amount paid or a portion thereof may be collected from the Contractor. All other tests and inspections specified or otherwise required to substantiate compliance with specified requirements for quality of material or performance of operation shall be paid for by the District, but if so specified by the District, the amount paid may be collected from the Contractor. If retesting or additional testing is necessary because of substandard initial test results, the costs thereof shall be paid by the District, but if so specified by the District, the amount paid may be collected from the Contractor, including any repairs or replacement resulting therefrom.

38. INSPECTION

- a. All materials, equipment and workmanship used in the work of the Project shall be subject to inspection or testing at all times and locations during construction and/or manufacture. The District's and Architect's authorized representatives and representatives of other agencies having authority over the work shall have access to the work for the above purposes at all reasonable times and locations. Any material or work found to be unsatisfactory or not according to the Contract Documents shall be replaced with the correct material or work and the defective items promptly removed, all at the Contractor's expense, when directed to do so by any of the above-named persons having authority over the work. The cost of review time and analysis by the Architect or other District consultants necessitated by incomplete or defective work by the Contractor shall be charged to the Contractor.
- b. Inspection and testing by the District or its representatives shall not relieve the Contractor from complying with the requirements of the Contract Documents. The Contractor is responsible for its own quality control.
- c. Whenever required by the District or Architect, the Contractor shall furnish all tools, labor and materials necessary to make an examination of work in place by uncovering the same. Should such work be found unsatisfactory, the cost of examination and reconstruction shall be paid by the Contractor. Should such work be found satisfactory, the cost of examination and reconstruction of the work shall be paid by Change Order unless the Contractor improperly covered the work before it could be inspected or tested. If the Contractor considers it necessary or desirable to work on Saturday, Sunday or a holiday, Contractor shall seek written approval from the District at least forty-eight (48) hours before the commencement of such work.

39. CLEANUP

- a. The Contractor shall maintain the premises and area of the work in a neat and clean condition. No burning of rubbish on site shall be allowed. The Contractor shall control dust on the site by sprinkling at whatever intervals are necessary to keep it laid down and shall take measures to prevent dust and debris from being accidentally transported outside the area of the work.

- b. Final cleaning, such as sweeping, dusting, vacuuming, dry and wet mopping, polishing, sealing, waxing and other finish operations normally required on newly installed work shall be taken to indicate the finished conditions of the various new and existing surfaces at the time of acceptance. Prior to the time of acceptance, all marks, stains, fingerprints, dust, dirt, splattered paint and blemishes resulting from the various operations shall be removed throughout the Project. Stair treads and risers shall be wet-mopped. Glass shall be left clean and polished both inside and outside. Plumbing fixtures and light fixtures shall be washed clean. Hardware and other unpainted metals shall be cleaned and all building papers and other temporary protections shall be removed throughout the building, or portion of the building where Contractor was involved, all to the satisfaction of the Architect and District. The exterior of the buildings, playfields, exterior improvements, and planting spaces and other work areas shall be similarly clean and in good order.

40. CONSTRUCTION WASTE MANAGEMENT REQUIREMENTS

a. Scope

- 1) This Article includes requirements for the diversion by the Contractor of construction and demolition debris from landfills. The Contractor shall develop and implement a Waste Management Plan as specified herein. The Contractor shall take a pro-active, responsible role in the management of construction and demolition waste and require all subcontractors, vendors, and suppliers to participate in the effort.
- 2) The District has established that this Project shall generate the least amount of waste practicable and that processes shall be utilized that ensure the generation of as little waste as possible due to over-packaging, error, poor planning, breakage, mishandling, contamination or other factors.
- 3) As much of the waste materials as economically feasible shall be reused, salvaged or recycled. Waste disposal in landfills shall be minimized.
- 4) The Contractor is encouraged to use waste hauling companies that separate recyclable materials. The Contractor shall work with its waste haulers in providing other recycling methods as appropriate.
- 5) The Contractor is responsible for implementation of any special programs involving rebates or similar incentives related to the recycling of waste. Revenues or other savings obtained for salvage or recycling accrue to the Contractor.

b. References

- 1) "Builders' Guide to Reuse and Recycling, A Directory for Construction and

Demolition Materials."

2) "Construction Site Recycling, a Guide for Building Contractors ". For a copy of the guide call 1-888-442-2666 or go to www.recycleworks.org.

3) "Where to Recycle Construction and Demolition Debris." For a copy of the guide call 1-888-442-2666 or go to www.recycleworks.org.

c. Definitions

1) General: Construction and demolition waste includes products of demolition or removal, excess or unusable construction materials, packaging materials for construction products, and other materials generated during the construction process but not incorporated into the work.

2) Divert" means to use material for any lawful purpose other than disposal in a landfill or transfer facility for disposal

3) "Recycling Service" means an off-site service that provides processing of material and diversion from a landfill.

4) "Hauler" means the entity that transports construction and demolition debris to either a landfill or a recycling service.

d. Compliance with regulatory requirements:

1) The Contractor shall perform all handling, storage, transportation and disposal of construction debris in compliance with all applicable Federal, State, regional, and local statutes, laws, regulations, rules, ordinance, codes and standards.

2) Nothing stated on the drawings, in this Article 40 or in any other provision of the Contract Documents shall be construed as allowing work that is not in strict compliance with all applicable Federal, State, regional, and local statutes, laws, regulations, rules, ordinances, codes and standards.

e. Performance Requirement

1) The Contractor shall divert a minimum of 50 percent (50%) of the total Project construction and demolition waste from landfills.

f. Quality Control

1) General:

- i) The Contractor shall not permit materials designated for diversion to become contaminated or to contaminate the site or surrounding areas.
- 2) Training and Coordination:
 - i) The Contractor shall designate an on-site party [or parties] who will be responsible for instructing workers and subcontractors, and overseeing and documenting the results of the Waste Management Plan for the Project.
 - ii) The Contractor shall furnish copies of the Waste Management Plan to all on-site supervisors, each subcontractor, and the District's representative.
 - iii) The Contractor shall include construction waste management as an item on the agenda of all progress meetings.
- 3) The Waste Management Plan:
 - i) The Contractor shall prepare a Waste Management Plan for diverting the specified percentage of construction debris from landfills, including written and graphic information indicating how the waste will be diverted.
 - ii) Include in the plan both on-site recycling of construction debris and off-site diversion from landfills.
 - iii) Identify the means and methods for collecting and separating each type of debris deemed reusable or recyclable.
 - iv) List the off-site recycling service and hauler of each designated debris item who has agreed to accept and divert that item from the landfill in the proposed quantities anticipated. List the service and hauler company name, address, telephone number, and persons contacted.
 - v) List the name of individuals on the Contractor's staff responsible for waste prevention and management.
 - vi) List the actions that will be taken to reduce solid waste generation, including coordination with subcontractors to ensure awareness and participation.
 - vii) Describe the specific approaches to be used in recycling/reuse of the various materials generated, including the areas on site and equipment to be used for processing, sorting, and temporary storage

of wastes.

- viii) Characterize the waste to be generated, including estimated types and quantities. Name the landfills and/or incinerator to be used.
- ix) List the specific waste materials that will be salvaged for resale, salvaged and reused on the Project, salvaged and stored for reuse on a future project, or recycled. Recycling facilities that will be used shall be identified by name, location, and phone number.
- x) Identify the materials that cannot be recycled or reused with an explanation or justification, to be approved by the Architect.

The Contractor shall submit the Plan to the Architect within 10 calendar days after receipt of the Notice to Proceed, or prior to any waste removal, whichever occurs first. The Contractor shall promptly revise and resubmit the Plan as required by the Architect. Review of the Contractor's Waste Management Plan will not relieve the Contractor of responsibility for compliance with applicable environmental regulations or meeting Project diversion requirements.

g. Plan Implementation

- 1) The Contractor shall implement the approved Waste Management Plan.
- 2) The Contractor shall maintain a log of each load and of each category of waste that is diverted from the landfill. The Contractor shall separately log the debris sent to a Class III landfill and materials sent to recycling facilities.
- 3) The Contractor shall include in the log the type of load, load weight, name of the hauling service, recycling service or landfill, and the date accepted by the recycling service or by the landfill.
- 4) The Contractor shall retain and make available all weight tickets and copies of receipts and invoices relating to the implementation of the Plan.
- 5) The District reserves the right to audit the log at any time.

h. Material Handling

- 1) Designate a specific area or areas on site to facilitate the separation of materials for potential reuse, salvage, recycling, and return. Clearly mark bins for each category of waste.
- 2) Keep waste bins and pile areas neat and clean. Do not contaminate non-recyclable waste with materials designated for reuse or recycling.

i. Contractor's Responsibilities

- 1) Provide on-site instruction of the appropriate separation, handling, recycling, salvage, reuse, and return methods to be used by all parties at the appropriate stages of the Project.
- 2) Separate, store, protect, and handle at the site identified recyclable and salvageable waste products in a manner that maximizes recyclability and salvagability of identified materials. Provide the necessary containers, bins and storage areas to facilitate effective waste management. Provide barriers and enclosures around recyclable material storage areas which are non hazardous and recyclable or reusable and which shall be located away from construction traffic. Provide adequate space for pick-up and delivery. Use cleaning materials that are non hazardous and biodegradable.

41. INSTRUCTIONS AND MANUALS

Three copies of the maintenance instructions, application/installation instructions and service manuals called for in the Specifications shall be provided by the Contractor. These shall be complete as to drawings, details, parts lists, performance data and other information that may be required for the District to easily maintain and service the materials and equipment installed under this Contract. All manufacturer's application/installation instructions shall be given to the Architect at least ten (10) days prior to first material application or installation of the item. The maintenance instructions and manuals, along with any specified guarantees, shall be delivered to the Architect for review prior to submitting to District, and the Contractor or appropriate Subcontractors shall instruct District's personnel in the operation and maintenance of the equipment prior to final acceptance of the Project.

42. AS-BUILT DRAWINGS

The Contractor and all Subcontractors shall maintain on the work site a separate complete set of contract drawings which will be used solely for the purpose of recording changes made in any portion of the work during the course of construction, regardless of the reason for the change. As changes occur, there will be included or marked on this record set on a daily basis if necessary to keep them up to date at all times. Actual locations to scale shall be identified on the drawings for all runs of mechanical and electrical work, including all site utilities installed underground, in walls, floors, and furred spaces, or otherwise concealed. Deviations from the drawings shall be shown in detail. All main runs, whether piping, conduit, duct work, drain lines, etc., shall be located in addition by dimension and elevation. Progress payments may be delayed or withheld until such time as the record set is brought up to date to the satisfaction of the Architect. The Contractor shall verify that all changes in the work are included in the "AS-BUILT" drawings and deliver the complete set thereof to the Architect for review and approval within thirty (30) calendar days after District's notice of completion.

District's acceptance and approval of the "AS-BUILT" drawings are a necessary condition precedent to the release of the final retention.

43. SUBSTITUTION OF SECURITIES

- a. Pursuant to Public Contract Code §22300, Contractor may request in writing that it be allowed at its own expense to substitute securities for moneys withheld by District to ensure performance under this Contract. Only securities listed in Government Code §16430 and bank or savings and loan certificates of deposit, interest-bearing demand deposit accounts, standby letters of credit, or any other security mutually agreed to by Contractor and District shall qualify under this Article. Securities equivalent to the amount withheld shall be deposited with the District or with a state or federally chartered bank in California as the escrow agent. Upon satisfactory completion of the Contract and on written authorization by the District, the securities shall be returned to Contractor. Contractor shall be the beneficial owner of the securities and shall receive any interest thereon. The Contractor may alternatively request District to make payment of retentions earned directly to the escrow agent at the expense of the Contractor.
- b. At the expense of the Contractor, the Contractor may direct the investment of the payments into securities and the Contractor shall receive the interest earned on the investments upon the same terms provided for above for securities deposited by Contractor. Upon satisfactory completion of the Contract, Contractor shall receive from the escrow agent all securities, interest, and payments received by the escrow agent from the District. The Contractor shall pay to each Subcontractor, not later than 20 days of receipt of payment, the respective amount of interest earned, net of costs attributed to retention withheld from each Subcontractor, on the amount of retention.
- c. Any escrow agreement entered into pursuant to this Article shall comply with Public Contract Code §22300 and shall be subject to approval by District's counsel.

44. NO DISCRIMINATION

It is the policy of the District that, in connection with all work performed under this public works contract, there shall be no discrimination against any prospective or active employee or any other person engaged in the work because of actual or perceived race, color, ancestry, national origin, ethnic group identification, religion, sex, gender, sexual orientation, age, physical or mental disability, or marital status. The Contractor agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment Practice Act, beginning with Government Code §12900, Government Code §11135, and Labor Code §§ 1735, 1777.5, 1777.6 and 3077.5. In addition, the Contractor agrees to require like compliance by all Subcontractors and suppliers.

45. LABOR STANDARDS

a. Work Hours:

In accordance with Labor Code §1810, eight (8) hours of labor shall constitute a legal day's work under this Contract. Contractor and any Subcontractor shall pay workers overtime pay as required by Labor Code §1815. The Contractor shall pay each worker, laborer, mechanic or persons performing work under this Contract at a rate not less than the prevailing wage for each craft or classification covering the work actually performed.

b. Penalty:

Contractor shall forfeit to District as a penalty the sum of twenty-five dollars (\$25.00) for each worker employed in the execution of this Contract by Contractor or any Subcontractor for each calendar day during which the worker is required or permitted to work more than eight (8) hours in any one (1) calendar day or more than forty (40) hours per calendar week in violation of Article 3, Division 2, Part 7, Chapter 1 of the California Labor Code.

c. Employment of Apprentices:

Contractor shall comply with Labor Code §§1773.3, 1777.5 and 1777.6, and 3077 *et seq.*, each of which is incorporated by reference into this Contract. These sections require that contractors and subcontractors employ apprentices in apprenticeable occupations in a ratio of not less than one (1) hour of apprentice work for every five (5) hours of labor performed by a journeyman, unless an exception is granted and that Contractors and Subcontractors shall not discriminate against otherwise qualified employees as apprentices on any public works solely on the ground of actual or perceived race, religion, color, national origin, ethnic group identification, sex, gender, sexual orientation, age, or physical or mental disability. Only apprentices who are in training under written apprenticeship occupations shall be employed. The responsibility for compliance with these provisions for all apprenticeable occupations rests with Contractor.

- d. The Contractor shall be knowledgeable of and comply with Labor Code §§1727, 1773.5, 1775, 1777, 1777.5, 1810, 1813, 1860, including all amendments thereto; each of these sections is incorporated by reference into this Contract.

46. GENERAL RATE OF PER DIEM WAGES

a. On File:

As required by Labor Code §1773.2, the District has available copies of the general prevailing rate of per diem wages for workers employed on public work as determined by the Director of the Department of Industrial Relations, which shall be available to

any interested party on request. Contractor shall post a copy of the document at each job site.

b. Prevailing Wage Rate:

The Contractor and each Subcontractor shall pay each worker performing work under this Contract at a rate not less than the prevailing wage as defined in Labor Code §1771 and 1774 and §16000(a) of Title 8, California Code of Regulations.

c. Penalty:

In accordance with §1775 of the Labor Code, the Contractor shall forfeit to the District as penalty, the sum of \$200 for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rates, as determined by the Director of the California Department of Industrial Relations, for any work done under this Contract by Contractor or by any Subcontractor. Contractor shall also pay each worker the difference between the stipulated prevailing wages rates and the amount actually paid to such worker.

47. RECORD KEEPING

- a. The Contractor agrees to comply with the provisions of §§1776 and 1812 of the Labor Code. The Contractor and each Subcontractor shall keep or cause to be kept an accurate record showing the names, addresses, social security numbers, work classifications, straight time and overtime hours worked each day and week of all workers employed by Contractor in connection with the execution of this Contract or any subcontract thereunder and showing the actual per diem wages paid to each of such workers. These records shall be certified and shall be open at all reasonable hours to the inspection of the District awarding the Contract, its officers and agents, and to the Chief of the Division of Labor Statistics and Law Enforcement of the State Department of Industrial Law Enforcement of the State Department of Industrial Relations, and his or her other deputies and agents.
- b. In addition, copies of the above records shall be available as follows:
- 1) A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or his or her authorized representative on request;
 - 2) A certified copy of all payroll records shall be made available for inspection or furnished upon request to the District, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the Department of Industrial Relations;

- 3) A certified copy of all payroll records shall be made available upon request by the public for inspection or copies thereof made; provided, however, that a request by the public shall be made through either the District, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. If the requested payroll records have not been previously provided, the requesting party shall, prior to being provided the records, reimburse the costs of the Contractor, Subcontractors, and the entity through which the request was made. The public shall not be given access to the records at the principal office of the Contractor.
- c. The Contractor shall file a certified copy of the records with the entity requesting the records within ten days after receipt of a written request. Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by the District, shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address, and social security number. The name and address of the Contractor awarded the Contract or performing the Contract shall not be marked or obliterated.
- d. The Contractor shall inform the Owner of the location of the records, including the street address, city and county, and shall, within five working days, provide a notice of a change of location and address.
- e. In the event of noncompliance with the requirements of this section, the Contractor shall have ten days in which to comply subsequent to receipt of written notice specifying in what respects the Contractor must comply with this section. Should noncompliance still be evident after the ten day period, the Contractor shall, as a penalty to the District, forfeit \$100 for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due.
- f. Responsibility for compliance with this provision shall be with the Contractor.

48. PROJECT COMPLETION

- a. When all of the work to be performed under this Contract has been fully completed, the Contractor shall notify the Architect and District, in writing, setting a date for inspection. The Contractor and Subcontractor representatives shall attend the inspection. As a result of this inspection, the Architect will prepare a list of items ("punch list") that are incomplete or not installed according to the Contract Documents. Failure to include items on this list does not relieve the Contractor from fulfilling all requirements of the Contract Documents.
- b. The Architect will promptly deliver the punch list to the Contractor and it will include a period of time by which the Contractor shall complete all items listed thereon. On

completion of all items on the punch list, verified by a final inspection, and all other Contract requirements, so that Final Completion has been achieved to the District's satisfaction, the District will file a Notice of Completion with the County Recorder. Payment of retention from the Contract, less any sums withheld pursuant to the terms of this Contract or applicable law, shall not be made sooner than thirty-five (35) calendar days after the date of filing of Notice of Completion.

- c. District reserves the right to occupy buildings and/or portions of the site at any time before Completion, and occupancy shall not constitute final acceptance of any part of the Work covered by the Contract Documents, nor shall such occupancy extend the date specified for completion of the Work. Beneficial occupancy of building(s) does not commence any warranty period or entitle Contractor to any additional compensation due to such occupancy, or affect in any way or amount Contractor's obligation to pay liquidated damages for failure to complete the Project on time.

49. TRENCHING OR OTHER EXCAVATIONS

a. Excavations or Trenches Deeper than Four Feet:

If the Project involves digging trenches or other excavations that extend deeper than four feet, the following provisions shall be a part of this Contract:

- 1) The Contractor shall promptly, and before the following conditions are disturbed, provide written notice to the District if the Contractor finds any of the following conditions:
 - (a) Material that the Contractor believes may be a hazardous waste, as defined in §25117 of the Health and Safety Code, which is required to be removed to a Class I, Class II, or Class III disposal site in accordance with the provisions of existing law.
 - (b) Subsurface or latent physical conditions at the site which are different from those indicated or expected.
 - (c) Unknown physical conditions at the site of any unusual nature or which are materially different from those ordinarily encountered and generally recognized as inherent in work which the Contractor generally performs.
- 2) In the event that the Contractor notifies the District that Contractor has found any of the conditions specified in subparagraphs (a), (b) or (c), above, the District shall promptly investigate the condition(s). If the District finds that the conditions are materially different or that a hazardous waste is present at the site which will affect the Contractor's cost of, or the time required for,

performance of the Contract, the District shall issue a change order in accordance with the procedures set forth in this Contract.

- 3) In the event that a dispute arises between the District and the Contractor regarding any of the matters specified in Paragraph (2), above, the Contractor shall proceed with all work to be performed under the Contract and the Contractor shall not be excused from completing the Project as provided in the Contract. In performing the work pursuant to this Paragraph, the Contractor retains all rights provided by Article 50 which pertains to the resolution of disputes between the contracting parties.

b. Regional Notification Center:

The Contractor, except in an emergency, shall contact the appropriate regional notification center at least two (2) days prior to commencing any excavation if the excavation will be conducted in an area that is known, or reasonably should be known, to contain subsurface installations other than the underground facilities owned or operated by the District, and obtain an inquiry identification number from that notification center. No excavation shall be commenced and/or carried out by the Contractor unless an inquiry identification number has been assigned to the Contractor or any Subcontractor and the Contractor has given the District the identification number. Any damages or delays arising from Contractor's failure to make appropriate notification shall be at the sole risk and expense of the Contractor and shall not be considered for an extension of the Contract time.

c. Existing Utility Lines:

- 1) Pursuant to Government Code §4215, the District assumes the responsibility for removal, relocation, and protection of main or trunk utility lines and facilities located on the construction site at the time of commencement of construction under this Contract with respect to any such utility facilities that are not identified in the plans and Specifications. Contractor shall not be assessed liquidated damages for delay in completion of the Project caused by the failure of the District or the owner of a utility to provide for removal or relocation of such utility facilities.
- 2) Locations of existing utilities provided by the District shall not be considered exact, but approximate within reasonable margin and shall not relieve Contractor of responsibilities to exercise reasonable care nor costs of repair due to Contractor's failure to do so. The District shall compensate Contractor for the costs of locating and repairing damage not due to the failure of Contractor to exercise reasonable care, and removing or relocating such utility facilities not indicated in the plans and Specifications with reasonable accuracy.

- 3) No provision herein shall be construed to preclude assessment against Contractor for any other delays in completion of the Project. Nothing in this section shall be deemed to require the District to indicate the presence of existing service laterals, appurtenances, or other utility lines, with the exception of main or trunklines, whenever the presence of such utilities on the site of the construction Project can be inferred from the presence of other visible facilities, such as buildings, meter and junction boxes, on or adjacent to the site of the construction.
- 4) If Contractor, while performing work under this Contract, discovers utility facilities not identified by the District in the Project plans and Specifications, Contractor shall immediately notify the District and the utility in writing. The cost of repair for damage to above-mentioned visible facilities without prior written notification to the District shall be borne by the Contractor.

d. Prompt Notification:

Contractor understands, acknowledges and agrees that the purpose for prompt notification to the District pursuant to these provisions is to allow the District to investigate the condition(s) so that the District shall have the opportunity to decide how the District desires to proceed as a result of the conditions. Accordingly, failure of Contractor to promptly notify the District in writing, pursuant to these provisions, shall constitute Contractor's waiver of any claim for damages incurred as a result of the conditions.

e. Trenches Five Feet and Deeper:

Pursuant to Labor Code §6705, if the Contract price exceeds \$25,000 and involves the excavation of any trench or trenches five (5) feet or more in depth, the Contractor shall, in advance of excavation, promptly submit to the District and/or a registered civil or structural engineer employed by the District or Architect, a detailed plan showing the design of shoring for protection from the hazard of caving ground during the excavation of such trench or trenches.

50. RESOLUTION OF CONSTRUCTION CLAIMS

- a. Public work claims of \$375,000 or less between the Contractor and the District are subject to the provisions of Article 1.5 (commencing with §20104) of Chapter 1 of Part 2 of the Public Contract Code ("Article 1.5 claim"). For purposes of Article 1.5, "public work" has the same meaning as set forth in §§3100 and 3106 of the Civil Code; "claims" means a separate demand by Contractor for a time extension or payment of money or damages arising from work done by or on behalf of Contractor pursuant to the Contract and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to or the amount of the payment which is disputed by the District.

- b. All claims shall be submitted on or before the date of the Final Payment and shall include all documents necessary to substantiate the claim. District shall respond in writing within 45 days of receipt of claim if the claim is less than or equal to \$50,000 ("50,000 claim") or within 60 days if the claim is over \$50,000 but less than or equal to \$375,000 ("50,000 - 375,000 claim"). In either case, District may request in writing within 30 days of receipt of claim any additional documentation supporting the claim or relating to any defenses to the claim which the District may have against the Contractor. Any additional information shall be requested and provided upon mutual agreement of the District and the Contractor. District's written response to the claim shall be submitted to Contractor within 15 days after receipt of the further documentation for \$50,000 claims or within 30 days after receipt of the further documentation for \$50,000 - \$375,000 claims or within a period of time no greater than that taken by the Contractor in producing the additional information, whichever is greater.
- c. Within 15 days of receipt of the District's response, if Contractor disputes the District's written response, or within 15 days of the District's failure to respond within the time prescribed, the Contractor shall provide written notification to District demanding an informal conference to meet and confer ("conference") to be scheduled by District within 30 days. Following the conference, if any claim or portion remains in dispute, the Contractor may file a claim as provided in Chapter 1 (commencing with §900) and Chapter 2 (commencing with §910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the period of time within which a claim must be filed is tolled from the time the claimant submits a written claim pursuant to this section until the time that claim is denied as a result of the conference process, including any period of time utilized by the meet and confer process.
- d. Pursuant to Public Contract Code §20104.2(f), this section does not apply to tort claims and does not change the period for filing claims or actions specified by Chapter 1 (commencing with §900) and Chapter 2 (commencing with §910) of Part 3 of Division 3.6 of Title 1 of the Government Code.
- e. If a civil action is filed, within 60 days, but no earlier than 30 days, following the filing of responsive pleadings, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide that both parties select a disinterested third person mediator within 15 days, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days of the commencement of the mediation unless time is extended upon a good cause showing to the court or by stipulation of the parties. If the parties fail to select a mediator within the 15-day period, any party may petition the court to appoint the mediator.
- f. If the matter remains in dispute, the case shall be submitted to judicial arbitration as set forth in Public Contract Code §§20104.4 (b)(1) through (b)(3).

- g. For any claim in excess of \$375,000, the Contractor and the District shall follow the same process as for an Article 1.5 claim. The District will forward a response within 60 days of submittal of any such claim. Judicial arbitration is not required for claims in excess of \$375,000.

Claims shall also be processed consistent with Public Contract Code section 9204, which provides processing timelines and procedures, and requires that undisputed claims be promptly paid in accordance with this code provision.

- h. In addition, for all unresolved claims that the Contractor wishes to pursue, the Contractor shall file a timely claim pursuant to the Government Claims Act and shall otherwise comply with the procedures set forth in that Act prior to commencing any litigation against the District. The accrual date for any such claim is the date the dispute or controversy first arose regarding the issues raised in the claim.
- i. "The date of Final Payment," as used in this Article 50, means the date the public entity is required to release retention proceeds in accordance with Public Contract Code §7107 regardless of whether any payment is made to the Contractor at that time.
- j. The claims required by this Article are jurisdictional and conditions precedent to the commencement of any further legal proceedings. Strict compliance with all filing deadlines is mandatory.

51. DISABLED VETERANS PARTICIPATION GOALS

In accordance with Education Code §17076.11, this District has a participation goal for disabled veteran business enterprises ("DVBE") of at least 3 percent (3%) per year of the overall dollar amount of funds allocated to the District by the State Allocation Board pursuant to the Leroy F. Greene School Facilities Act of 1998 for construction or modernization and expended each year by the District. Prior to, and as a condition precedent for final payment under any contract for such project, the Contractor shall provide appropriate documentation to the District identifying the amount paid to DVBE in conjunction with the Contract, so that the District can assess its success at meeting this goal.

52. RETENTION OF DVBE RECORDS.

The Contractor agrees that, for all contracts subject to DVBE participation goals, the State and the District have the right to review, obtain and copy all records pertaining to performance of the contract in accordance with DVBE requirements. The Contractor agrees to provide the State or the District with any relevant information requested and shall permit the State or District access to its premises upon reasonable notice for purposes of interviewing employees and inspecting records. The Contractor agrees to maintain such records for a period of three years after final payment under the Contract.

53. FINGERPRINTING

District Determination of Fingerprinting Requirement Application

The District has considered the totality of the circumstances concerning the Project and has determined that the Contractor and Contractor's employees (which includes Subcontractor employees):

_____ are subject to the requirements of Education Code §45125.2 and Paragraph (a) below, is applicable.

_____ are not subject to the requirements of Education Code §45125.2, and Paragraph (b) below, is applicable.

- a. Contracts for Construction, Reconstruction, Rehabilitation or Repair of a School Facility Involving More than Limited Contact with Students (§45125.2)

By execution of the Contract, the Contractor acknowledges that Contractor is entering into a contract for the construction, reconstruction, rehabilitation, or repair of a school facility where the Contractor and/or Contractor's employees will have more than limited contact with students and the services to be provided do not constitute an emergency or exceptional situation. In accordance with Education Code §45125.2 the Contractor shall, at Contractor's own expense, (1) install a physical barrier to limit contact with students by Contractor and/or Contractor's employees, and/or (2) provide for the continuous supervision and monitoring of the Contractor and/or Contractor's employees by an employee of the Contractor who has received fingerprint clearance from the California Department of Justice, and/or (3) provide for the surveillance of the Contractor and Contractor's employees by a District employee.

- b. Contracts for Construction, Reconstruction, Rehabilitation or Repair of a School Facility Involving Only Limited Contact With Students (§45125.2)

By execution of the Contract, the Contractor acknowledges that Contractor is entering into a contract for the construction, reconstruction, rehabilitation or repair of a school facility involving only limited contact with students. Accordingly, the parties agree that the following conditions apply to any work performed by the Contractor and Contractor's employees on a school site: (1) Contractor and Contractor's employees shall check in with the school office each day immediately upon arriving at the school site; (2) Contractor and Contractor's employees shall inform school office staff of their proposed activities and location at the school site; (3) Once at such location, Contractor and Contractor's employees shall not change locations without contacting the school office; (4) Contractor and Contractor's employees shall not use student restroom facilities; and (5) If Contractor and/or Contractor's employees find themselves alone with a student, Contractor and Contractor's employees shall

immediately contact the school office and request that a member of the school staff be assigned to the work location.

54. LABOR COMPLIANCE PROGRAM

If this Contract is for a public works project over \$25,000 or for a maintenance project over \$15,000, Contractor acknowledges that the project is subject to compliance monitoring and enforcement by the California Department of Industrial Relations in accordance with California Labor Code sections 1725.5 and 1770 *et seq.* All bidders, contractors and subcontractors working at the site shall be duly registered with the Department of Industrial Relations at time of bid opening and at all relevant times. Proof of registration shall be provided as to all such contractors prior to the commencement of any work. Contractor shall coordinate with the Architect to ensure that DIR is advised of the award of the construction contract in a timely manner by filing form PWC-100 with DIR within thirty days of award of the contract, but no later than the first day in which the Contractor has workers employed upon the project.

55. DRUG-FREE WORKPLACE CERTIFICATION

Contractor certifies all of the following:

- 1) Contractor is aware of the provisions and requirements of California Government Code §§ 8350 *et seq.*, the Drug Free Workplace Act of 1990.
- 2) Contractor is authorized to certify, and does certify, that a drug free workplace will be provided by doing all of the following:
 - a) Publishing a statement notifying all employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in Contractor's workplace and specifying actions which will be taken against employees for a violation of the prohibition;
 - b) Establishing a drug-free awareness program to inform employees about all of the following:
 - (i) The dangers of drug abuse in the workplace;
 - (ii) Contractor's policy of maintaining a drug-free workplace;
 - (iii) The availability of drug counseling, rehabilitation and employee-assistance programs; and
 - (iv) The penalties that may be imposed upon employees for drug abuse violations;
 - c) Requiring that each employee engaged in the performance of Work on the Project be given a copy of the statement required by subdivision (a), above, and that as a

condition of employment by Contractor in connection with the Work on the Project, the employee agrees to abide by the terms of the statement.

- 3) Contractor understands that if the District determines that Contractor has either: (a) made a false certification herein, or (b) violated this certification by failing to carry out and to implement the requirements of Government Code §§ 8350 et seq., the Contract is subject to termination, suspension of payments, or both. Contractor further understands that, should Contractor violate the terms of the Drug-Free Workplace Act of 1990, Contractor may be subject to debarment in accordance with the provisions of Government Code §§ 8350, et seq.

56. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted, and this Contract shall be read and enforced as though it were included, and if through mistake or otherwise any provision is not inserted or is not correctly inserted, upon application of either party the Contract shall be amended to make the insertion or correction. All references to statutes and regulations shall include all amendments, replacements, and enactments on the subject which are in effect as of the date of this Contract.

57. GENERAL PROVISIONS

a. Assignment and Successors:

Neither party may transfer or assign its rights or obligations under the Contract Documents, in part or in whole, without the other party's prior written consent. The Contract Documents are binding on the heirs, successors, and permitted assigns of the parties hereto.

b. Third Party Beneficiaries:

There are no intended third party beneficiaries to the Contract.

c. Choice of Law and Venue

The Contract Documents shall be governed by California law, and venue shall be in the Superior Court of the county in which the project is located, and no other place.

d. Severability

If any provision of the Contract Documents is determined to be illegal, invalid, or unenforceable, in part or in whole, the remaining provisions, or portions of the Contract Documents shall remain in full force and effect.

e. Entire Agreement

The Contract Documents constitute the final, complete, and exclusive statement of the terms of the agreement between the parties regarding the subject matter of the Contract Documents and supersedes all prior written or oral understandings or agreements of the parties.

f. Waiver

No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of the Contract Documents shall be effective unless it is in writing and signed by the party waiving the breach, failure, right, or remedy. No waiver of any breach, failure, right, or remedy shall be deemed a waiver of any other breach, failure, right, or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

g. Headings

The headings in the Contract Documents are included for convenience only and shall neither affect the construction or interpretation of any provision in the Contract Documents nor affect any of the rights or obligations of the parties to the Contract.

--END--

EMPLOYEES

Shoreline Unified School District

DRAFT

**Superintendent Goals
2019-2020**

- I. Progress Toward District Goals
- II. Professional Qualities
- III. Relationship with Board

District Priority #1: All students will have access to a rigorous and relevant curriculum provided by highly qualified staff and will meet high academic standards in order to be college, university, and career ready as measured by State and District Standards.

- Investigate and pilot common academic formative assessments for all schools
- Publish assessment data related to student achievement
- Ensure there is a highly qualified teacher in every classroom

District Priority #2: All students will feel connected and engaged as a result of a safe, respectful, healthy, and supportive school culture.

- Design and share a Student Engagement Dashboard of data related to student well-being
- Develop and implement a plan to open Student Wellness Centers at each site, beginning at THS
- Design and implement “Excellence through Equity” at each site, incorporating restorative practices

District Priority #3: Through enhanced communication, all families will have the opportunity to learn about and participate in all student programs. The public will be kept informed regarding the goals, programs, achievements, and needs of the schools and district.

- Develop and implement a plan to update the SUSD website and maintain it with current and relevant information that is easily accessible
- Develop and implement a District Communication Plan designed to reach all parents and community members; all communications will be bilingual

District Priority #4: All district sites will be safe, clean, and functional in order to enhance the learning environment.

- Develop a long-term facility plan
- Develop a plan to renew the Parcel Tax

I. PROGRESS TOWARD DISTRICT GOALS

District Priority #1: All students will have access to a rigorous and relevant curriculum provided by highly qualified staff and will meet high academic standards in order to be college, university, and career ready as measured by State and District Standards.

Long Range Goals	Success Indicators	Timeline	Progress	Status
1. Investigate and pilot common academic formative assessments for all schools				
	Conduct District-wide reading benchmark assessments for K-8 students	Fall 2019		
	Develop interventions for students not meeting ELA milestones	Fall 2019		
	Collect all reading benchmark assessment data in Aeries	Winter 2020		
	Identify/Develop Math benchmark assessment tools	Fall 2020		
	Conduct District-wide math benchmark assessments for all students	Spring 2021		

	Develop interventions for students not meeting Math milestones	Spring 2021	
	Conduct all math benchmark assessment data in Aeries	Spring 2021	
	Identify/Develop Writing Assessment tools	Winter 2020	
2. Publish assessment data related to student achievement			
	Publish student ELA achievement report to District website	Winter 2020	
	Publish student math achievement report to District website	Spring 2021	
3. Ensure there is a highly qualified teacher in every classroom			
	Convene the collaborative committee to investigate evaluation models and develop a pilot process and timeline	Fall 2019	

	Begin pilot of revised certificated evaluation model	Fall 2020	
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District Priority #2: All students will feel connected and engaged as a result of a safe, respectful, healthy, and supportive school culture.

Long Range Goals	Success Indicators	Timeline	Progress	Status
1. Design and share a Student Engagement Dashboard of data related to student wellbeing	Identify indicators of student engagement	Spring 2020		
	Identify means of measuring and reporting indicators of student engagement	Fall 2020		
	Publish student engagement dashboard on District website	Fall 2020		
2. Develop and implement a plan to open Student Wellness Centers at each site, beginning at THS				
	Provide diversion options for alcohol/nicotine/drug offenses that align with	Ongoing		

	principles of equity and restorative practices			
	Partner with Coastal Health Alliance to provide mental health support at THS	Fall 2019		
	Develop a timeline for opening a student wellness center at THS	Fall 2019		
3. Design and implement Excellence Through Equity ("EtE") at each site, incorporating restorative practices				
	Identify shared objectives at each site	Fall 2019		
	Develop implementation plan, including targeted professional development	Winter 2020		
	Review and amend district and site policies and procedures to incorporate EtE goals	Spring 2020		
	Report to the Board on how EtE is being used to minimize suspensions and expulsions	Spring 2020		
	Publish a SUSD EtE Guide	Spring 2020		

District Priority #3: Through enhanced communication, all families will have the opportunity to learn about and participate in all student programs. The public will be kept informed regarding the goals, programs, achievements, and needs of the schools and district.

Long Range Goals	Success Indicators	Timeline	Progress	Status
1. Develop and implement a plan to update the SUSD website and maintain it with current and relevant information that is easily accessible	Design an updated district website	Winter 2020		
	Develop and implement a plan for keeping the district website up-to-date at the district and site levels	Winter 2020		
2. Develop and implement a District Communication Plan designed to reach all parents and community members; all communications will be bilingual				
	Design and release a free district App	Winter 2020		
	Identify appropriate social media tools and	Spring 2020		

	outlets for each site and the district		
	Develop and implement a plan for regular district and site level communication to all parents utilizing the district App, website, and social media	Spring 2020	

District Priority #4: All district sites will be safe, clean, and functional in order to enhance the learning environment.

Long Range Goals	Success Indicators	Timeline	Progress	Status
1. Develop a long-term facility plan				
	Oversee the General Obligations bond projects	Ongoing		
	Complete summer/fall 2019 projects	Fall 2019		
	Initiate spring/summer 2020 projects	Spring 2020		
	Investigate eligibility for state funding	Winter 2020		
2. Develop a plan to renew the Parcel Tax				
	Develop a time-line for placing a parcel tax renewal on the ballot in 2020	Fall 2019		
	Schedule community forums to discuss parcel tax renewal	Fall 2019		
	Draft parcel tax renewal language for ballot	Winter 2019		

I. PROFESSIONAL QUALITIES

Long Range Goals	Success Indicators	Progress
<p>1. Balances leadership responsibilities for representing and promoting the district's needs outside of the district (at the county, state and federal levels) with leadership responsibilities within the district</p>		
	<p>Hold leadership positions on relevant boards and committees at the county, state and federal levels</p>	
	<p>Publish weekly "office hours" of availability in the district office for meetings with staff, families and community members</p>	
	<p>Creation and adoption of "School District Governance" calendar</p>	
<p>2. Responds to staff and community emails and phone calls promptly, and addresses questions and concerns in a timely manner</p>		
	<p>Responds to all emails and phone calls within 48 hours of receipt</p>	
<p>3. Has a positive approach to helping site principals realize</p>		

<p>their leadership potential in order to build a district culture of unity and harmony</p>		
	<p>Hold weekly meetings with each principal to develop and monitor goals</p>	
	<p>Hold twice monthly district leadership team meetings</p>	
	<p>Complete annual evaluations of each principal and direct reports that incorporate self-reflection and goal setting for the coming year</p>	
<p>2. Create a strategy for accomplishing the duties of Director of Special Education</p>		
	<p>Report to the Board on whether these duties can be absorbed by the Superintendent or whether a separate position should be created, what that position would involve and the cost.</p>	

II. RELATIONSHIP WITH THE BOARD

Long Range Goals	Success Indicators	Progress
Communicates openly with trust and integrity including providing all members of the board with equal access to information, and recognizing the importance of both responsive and anticipatory communications		
	Send weekly email summaries to the Board	
	Provide preparatory and background information for each Board meeting	
	Provide "heads up" alerts when necessary	
Understands that authority rests with the board as a whole, provides guidance to the Board to assist in decision-making, and provides leadership based on the direction of the board as a whole		
	Ensure that Board packets include all back up materials necessary for discussion and/or	

	consideration of each item on the agenda	
	Schedule regular meetings with groups of three Board members or less	

Distrito Escolar Unificado De Shoreline

Metas del Superintendente

2019-2020

- I. Progreso Hacia las Metas del Distrito
- II. Cualidades Profesionales
- III. Relación con la Junta

Prioridad del Distrito #1: Todos los estudiantes tendrán acceso a un currículo riguroso y relevante proporcionado por personal extremadamente calificado y cumplirán con altos estándares académicos para estar preparados para el colegio, la universidad y carrera, según lo medido por los estándares estatales y del distrito.

- Investigar y probar evaluaciones formativas académicas comunes para todas las escuelas
- Publicar datos de evaluaciones relacionados con el rendimiento del estudiante
- Asegúrese de que haya un maestro altamente calificado en cada salón.

Prioridad del Distrito #2: Todos los estudiantes se sentirán conectados e involucrados como resultado de un ambiente escolar seguro, respetuoso, saludable y de apoyo.

- Diseñar y compartir un Panel de Participación del Estudiante de datos relacionados con el bienestar del estudiante
- Desarrollar e implementar un plan para abrir Centros de Bienestar Estudiantil en cada sitio, comenzando en THS
- Diseñar e implemente "Excelencia a Través de la Equidad" en cada sitio, incorporando prácticas restaurativas

Prioridad del Distrito #3: A través de una comunicación mejorada, todas las familias tendrán la oportunidad de aprender y participar en todos los programas estudiantiles. Se mantendrá informado el público sobre las metas, programas, logros y las necesidades de las escuelas y el distrito.

- Desarrollar e implementar un plan para actualizar el sitio web del SUSD y mantenerlo con información actual y relevante que sea fácilmente accesible
- Desarrollar e implementar un Plan de Comunicación del Distrito diseñado para llegar a todos los padres y miembros de la comunidad; todas las comunicaciones serán bilingües

Prioridad del Distrito #4: Todos los sitios del distrito serán seguros, limpios y funcionales para mejorar el ambiente de aprendizaje.

- Desarrollar un plan de instalaciones a largo plazo.
- Desarrollar un plan para renovar el impuesto de parcelas

I. **PROGRESO HACIA LAS METAS DEL DISTRITO**

Prioridad del Distrito #1: Todos los estudiantes tendrán acceso a un currículo riguroso y relevante proporcionado por personal extremadamente calificado y cumplirán con altos estándares académicos para estar preparados para el colegio, la universidad y la carrera, según lo medido por los estándares estatales y del distrito.

Metas a Largo Plazo	Indicadores de Éxito	Cronograma	Progreso	Estado
1. Investigar y probar evaluaciones formativas académicas comunes para todas las escuelas				
	Realizar evaluaciones comparativas de lectura en todo el distrito para estudiantes de K-8	Otoño 2019		
	Desarrollar intervenciones para estudiantes que no cumplan con los avances de ELA	Otoño 2019		

	Recopilar todos los datos de evaluación de referencia de lectura en Aeries	Invierno 2020	
	Identificar/ desarrollar herramientas de evaluaciones de referencia para matemáticas	Otoño 2020	
	Realizar evaluaciones de referencia de matemáticas en todo el distrito para todos los estudiantes	Primavera 2021	
	Desarrollar intervenciones para los estudiantes que no cumplen sus logros en matemáticas	Primavera 2021	
	Realizar todos los datos de evaluación de referencia matemática en Aeries	Primavera 2021	
	Identificar/ desarrollar herramientas de evaluación de escritura	Invierno 2020	
2. Publicar datos de evaluaciones relacionados con el rendimiento del estudiante			
	Publicar el reporte de rendimiento de ELA del estudiante en el sitio web del Distrito	Invierno 2020	

	Publique el reporte de logros de matemáticas de los estudiantes en el sitio web del Distrito	Primavera 2021		
3. Asegúrese de que haya un maestro altamente calificado en cada salón.				
	Convocar al comité colaborativo para investigar modelos de evaluación y desarrollar un proceso experimental y un cronograma.	Otoño 2019		
	Comenzar experimento del modelo revisado de evaluación certificada	Otoño 2020		

Prioridad del Distrito #2: Todos los estudiantes se sentirán conectados e involucrados como resultado de un ambiente escolar seguro, respetuoso, saludable y de apoyo.

Metas a Largo Plazo	Indicadores de Éxito	Cronograma	Progreso	Estado
1. Diseñar y compartir un Panel de Participación del Estudiante de datos				

relacionados con el bienestar del estudiante					
	Identificar indicadores de participación estudiantil	Primavera 2020			
	Identificar medios para medir y reportar indicadores de participación estudiantil	Otoño 2020			
	Publicar el panel de participación estudiantil en el sitio web del Distrito	Otoño 2020			
2. Desarrolle e implemente un plan para abrir Centros de Bienestar Estudiantil en cada sitio, comenzando en THS					
	Proporcionar opciones de desvío para ofensas de alcohol/ nicotina/ drogas que se alinean con los principios de equidad y prácticas restaurativas.	Continuo			
	Asóciese con Coastal Health Alliance para brindar apoyo de salud mental en THS	Otoño 2019			

	Desarrollar un plazo para abrir un centro de bienestar estudiantil en THS	Otoño 2019		
3. Diseñe e implemente "Excelencia a través de la Equidad" en cada sitio, incorporando prácticas restaurativas				
	Identificar objetivos compartidos en cada sitio.	Otoño 2019		
	Desarrollar un plan de implementación, incluso el desarrollo profesional deseado	Invierno 2020		
	Revisar y cambiar las reglas y procedimientos del distrito y del sitio para incorporar las metas de EtE	Primavera 2020		
	Informar a la Junta sobre cómo se utiliza EtE para disminuir las suspensiones y expulsiones	Primavera 2020		
	Publicar una guía de SUSD EtE	Primavera 2020		

Comunicación del Distrito #3: A través de una comunicación mejorada, todas las familias tendrán la oportunidad de aprender y participar en todos los programas estudiantiles. Se mantendrá informado al público sobre las metas, programas, logros y las necesidades de las escuelas y el distrito.

Metas a Largo Plazo	Indicadores de Éxito	Cronograma	Progreso	Estado
1. Desarrolle e implemente un plan para actualizar el sitio web del SUSD y mantenerlo con información actual y relevante que sea fácilmente accesible	Diseñar un sitio web actualizado del distrito	Invierno 2020		
2. Desarrollar e implementar un Plan de Comunicación del Distrito diseñado para llegar a todos los padres y miembros de la comunidad; todas las comunicaciones serán bilingües	Desarrollar e implementar un plan para mantener actualizado el sitio web del distrito a los niveles del distrito y sitios	Invierno 2020		

	Diseñar y lanzar una aplicación del distrito gratuito	Invierno 2020	
	Identificar herramientas y medios de comunicación social apropiados para cada sitio y el distrito	Primavera 2020	
	Desarrollar e implementar un plan para la comunicación regular a nivel de distrito y sitio para todos los padres que utilizan la aplicación del distrito, sitio web y redes sociales	Primavera 2020	

Prioridad del Distrito #4: Todos los sitios del distrito serán seguros, limpios y funcionales para mejorar el ambiente de aprendizaje.

Metas a Largo Plazo	Indicadores de Éxito	Cronograma	Progreso	Estado
1. Desarrollar un plan de instalaciones a largo plazo.				

	Supervisar los proyectos de bonos de Obligaciones Generales	Continuo	
	Completar los proyectos de verano/ otoño 2019	Otoño 2019	
	Comenzar los proyectos de primavera/ verano 2020	Primavera 2020	
	Investigar elegibilidad para fondos estatales	Invierno 2020	
2. Desarrollar un plan para renovar el impuesto de parcelas			
	Desarrollar una línea de tiempo para poner una renovación del impuesto de parcelas en la boleta electoral en 2020	Otoño 2019	
	Programar foros de la comunidad para discutir la renovación del impuesto de parcelas	Otoño 2019	
	Preparar el lenguaje para la renovación de impuestos de parcela para la boleta electoral	Invierno 2019	

I. CUALIDADES PROFESIONALES

Metas a Largo Plazo	Indicadores de Éxito	Progreso
1. Balancear las responsabilidades de liderazgo para representar y promover las necesidades del distrito fuera del distrito (a nivel de condado, estatal y federal) con responsabilidades de liderazgo dentro del distrito		
	Ocupar puestos de liderazgo en juntas y comités relevantes a nivel de condado, estado y federal	
	Publicar "horas de oficina" semanales de disponibilidad en la oficina del distrito para reuniones con el personal, las familias y los miembros de la comunidad.	
	Creación y adopción del calendario de "Gobierno del Distrito Escolar"	
2. Responder a los correos electrónicos y las llamadas telefónicas del personal y de la comunidad rápidamente, y abordar las preguntas e inquietudes a tiempo		

		Responder a todos los correos electrónicos y llamadas telefónicas dentro de las 48 horas de la fecha recibida	
3. Tener un enfoque positivo para ayudar a los directores de las escuelas a alcanzar su potencial de liderazgo para construir un ambiente de unidad y armonía en el distrito.			
		Realizar reuniones semanales con cada director para desarrollar y monitorear las metas.	
		Realizar dos reuniones mensuales del equipo de liderazgo del distrito	
		Completar evaluaciones anuales de cada director y reportes directos que incorporen la autorreflexión y el establecimiento de metas para el próximo año.	
2. Crear una estrategia para cumplir con los deberes del Director de Educación Especial			
		Informar a la Junta sobre si el Superintendente puede absorber estos deberes o si se debe crear un puesto separado, qué implicaría esto y el costo.	

II. RELACIÓN CON LA JUNTA

Metas a Largo Plazo	Indicadores de Éxito	Progreso
Se comunica abiertamente con confianza e integridad, incluso proporcionar a todos los miembros de la junta el mismo acceso a la información y reconocer la importancia de responder y comunicación anticipada		
	Enviar resúmenes semanales por correo electrónico a la Junta	
	Proporcionar información preparatoria y de antecedentes para cada reunión de la Junta	
	Proporcionar alertas "de aviso" cuando sea necesario	
Entiende que la autoridad recae en la Junta en su conjunto, proporciona orientación a la Junta para ayudar en la toma de decisiones y proporciona liderazgo basado en la dirección de la junta en su conjunto		

	Asegúrese de que los paquetes de la Junta incluyan todos los materiales de respaldo necesarios para la discusión y/o consideración de cada punto en la agenda	
	Programar reuniones periódicas con grupos de tres miembros de la Junta o menos	