

GRAVENSTEIN UNION SCHOOL DISTRICT
3840 TWIG AVENUE
SEBASTOPOL, CA 95472

REGULAR GOVERNING BOARD
MEETING AGENDA
Gravenstein School, Rm. 13

Tuesday, July 10, 2018
5:00 PM

I. CALL TO ORDER

Jim Horn, President
Desiree Beck, Clerk
Gregory Appling
Steven Schwartz

Jennifer Koelemeijer

(J. Koelemeijer will be attending remotely at 1756 South St. Anderson, CA 96007-- Conference Room 1)

II. PUBLIC COMMENTS ON ITEMS IN CLOSED SESSION:

At this time the public may address the Board on any item not listed on the agenda. Presentations are limited to three minutes per person per topic. The Board may not respond to presentations. The public may address the Board on any item listed on the agenda at the time the matter is taken up by the Board.

III. CLOSED SESSION

A. With respect to every item of business to be discussed in closed session pursuant to Section 54957.6:

1) Hiring:

-Hillcrest Principal

2) Conference with Labor Negotiator

District Negotiator: Jennifer Schwinn, Superintendent

Represented Employees: Gravenstein Union Teachers Assoc.

IV. OPEN SESSION

Any reportable action taken during closed session shall be reported when the Board comes back into open session.

V. PUBLIC COMMENTS

At this time the public may address the Board on any item not listed on the agenda. Presentations are limited to three minutes per person per topic. The Board may not respond to presentations. The public may address the Board on any item listed on the agenda at the time the matter is taken up by the Board.

VI. REPORTS, AND ORAL COMMUNICATIONS

A. Gravenstein Union Teachers' Association

GRAVENSTEIN UNION SCHOOL DISTRICT
3840 TWIG AVENUE
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- B. School Site Council
 - I. Seeking Parent reps
 - II. LCAPs were approved by GUSD Board and SCOE -- June 2018
- C. GSF/MPF
- D. Trustee Reports
- E. Facilities Report
 - I. Phase 3 –Gravenstein modernization update
 - 1. Gym & kitchen, Learning Lab, Staff Restrooms
 - II. Hillcrest Middle School Improvement Project update
 - 1. Increment #1: Transformer/electrical system, ADA access to field
 - 2. Increment #2 solar parking shelter
 - III. Gravenstein Elementary solar project
 - IV. Summer Projects Report
- F. CBO Report
 - I. Analysis of possible breakfast service
 - II. Expenditure analysis E!/Traditional programming
 - III. Update on modernization funding with Jack Schreder & Associates
- I. Superintendent Report
 - 1. Annual Board Calendar Template
 - 2. Review District Goals & Accomplishments for 2017-18
 - 3. Safety Plan Update
 - 1. Window covering bids
 - 1. Trial installation continued
 - 2. Full installation planned summer 2018
 - 4. Report on 6th grade in 2018-19:
 - 1. Approximately 23-24 students for two full-time teachers in Traditional
 - 2. Teacher assignments
 - 5. Hiring anticipated for 2018-19:
 - 1. Hillcrest Principal
 - 2. Hillcrest Secretary
 - 3. 1 Temporary Teacher (5th grade leave)
 - 4. Spanish Teacher (7-8th gr & ELD)
 - 5. School Nurse
 - 6. Teaching Assistant/Daycare Pool
 - 6. Enrollment projections for 2018-19

VII. CONSENT AGENDA

ACTION ITEM

- A. Minutes of regular Board meeting June 13, 2018; special meeting June 20, 2018
- B. Warrants/Payroll
- C. Budget Updates and Transfers
- D. Superintendent's Calendar 18-19
- E. Communication

GRAVENSTEIN UNION SCHOOL DISTRICT
3840 TWIG AVENUE
SEBASTOPOL, CA 95472

1. Advertising from AT&T regarding program called "Access" providing families low-cost internet service in the home.
 2. Letter requesting paternity leave from Ray Dellosa.
- F. Approve paternity leave for Ray Dellosa from Monday, Aug 20, 2018 to Tuesday, Sept. 18, 2018, returning to work on Sept. 19, 2018.
- G. Approve Williams Quarterly Report for quarter ending 6/30/18 -no complaints

Action taken/comments:

Motion _____ Second _____ Vote _____

VIII. Public Hearing - GC 4217 – For Installation of Solar Photovoltaic Systems

NOTICE IS HEREBY GIVEN that on July 10, 2018, at a regularly scheduled public meeting of the Board of Trustees of Gravenstein Union School District, which will be held at Gravenstein Elementary School, 3840 Twig Avenue, Sebastopol, CA, 95472, the Board will hold a public hearing on and may adopt a resolution setting forth findings required by Government Code section 4217.12 regarding anticipated energy cost savings and other benefits from entering into an energy service contract for the design, procurement and installation of solar photovoltaic projects at certain District sites designated therein. The resolution, agreements and supporting documents will be on the Board's regular public agenda for public comment and discussion.

IX. BUSINESS & FACILITIES

A. Resolution 180710-1 – Installation of Solar Photovoltaic Systems

The Board will be asked to adopt Resolution #180710-1, indicating that the anticipated cost of the energy conservation facility are less than the anticipated marginal cost to the District of standard energy services, as evidenced in the attached exhibits. Therefore, it is in the best interest of the District to enter into an energy service design-build contract.

Action taken/comments:

Motion _____ Second _____ Vote _____

B. Approve Energy Service Contract w/Sunworks

The Board is asked to approve the contract with Sunworks to install the solar power systems on each campus. As part of the Prop 39 energy efficiency projects, the District conducted a process with the help of Arc's Curtis Schmitt, to select a contractor to complete the installation of solar photovoltaic systems at Gravenstein Elementary and Hillcrest Middle School campuses.

Action taken/comments:

Motion _____ Second _____ Vote _____

C. Approve Maintenance Agreement for Solar System

GRAVENSTEIN UNION SCHOOL DISTRICT
3840 TWIG AVENUE
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The Board is asked to approve an agreement with Sunworks to provide maintenance service, as stipulated in the attached operations and maintenance agreement. Staff recommends the Board approve a (5) five-year agreement for maintenance, with the option to extend to (10) ten years.

Action taken/comments:

Motion _____ Second _____ Vote _____

D. Approve CEQA – Solar Array Project

The Board is asked to consider the filing of a Notice of Exemption (NOE) for the California Environmental Quality Act (CEQA). The Notice of exemption is for both the Gravenstein Elementary School, Phase 3 Multi-Use Modernization and Hillcrest Middle School Improvements, Solar Array Project.

Action taken/comments:

Motion _____ Second _____ Vote _____

E. Approve Purchase of Curriculum Materials

The Board is asked to approve the purchase of new ELA, Math and History materials for the 2018-19 school year. The Board approved the adoption of the following McGraw-Hill programs for ELA: Open Court (K-5th gr), and Study Sync (6-8th gr). For Math, the District previously adopted: Go Math (K-8). For History, we are adding the online and other updated resources to the adopted History Alive program (6-8th gr). The cost of some materials requires Board approval of the corresponding purchase orders.

Action taken/comments:

Motion _____ Second _____ Vote _____

F. Approve 2018 Spring Consolidated Application

The Board will be asked to approve the 2018 Spring Consolidation Application, which allows the District to access categorical funding.

Action taken/comments:

Motion _____ Second _____ Vote _____

G. Review and Approve Developer Fee Study

The Board will be asked to review and approve the Developer Fee Study. The District contracted with Jack Schrader and Associates to prepare this study for the District.

GRAVENSTEIN UNION SCHOOL DISTRICT
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Action taken/comments:

Motion _____ Second _____ Vote _____

H. Approve MOU w/ SCOE for BTSA Services

The Board will be asked to approve the contract with SCOE'S North Coast Beginning Teacher Program to provide Beginning Teacher Support and Assessment (BTSA) for 1st and 2nd year teachers and interns on staff.

Action taken/comments:

Motion _____ Second _____ Vote _____

I. Approve Contract w/ Ally Technology for IT Services

The Board will be asked to approve the contract with Ally Technology to provide IT services 1 day per week, and on call as needed, for the 2018-19 school year.

Action taken/comments:

Motion _____ Second _____ Vote _____

J. Approval of MOU w/ MPF for 2018-19

The Board will be asked to consider the proposed revised MOU with MPF for the 2018-19 school year.

Action taken/comments:

Motion _____ Second _____ Vote _____

K. Approve GASB 75

The Board will be asked to approve the GASB75 report that CSBA has prepared on behalf of the District.

Action taken/comments:

Motion _____ Second _____ Vote _____

L. Approve LLB contract for GCCI – Hillcrest Improvements

The Board will be asked to approve a Lease-Lease Back contract with GCCI to complete the Hillcrest Improvement Projects planned for summer 2018.

Action taken/comments:

Motion _____ Second _____ Vote _____

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GRAVENSTEIN UNION SCHOOL DISTRICT
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M. Approve Facility Use Request - Move Over Mozart

The Board will be presented with a Facility Use request from Move over Mozart and determine fees to be assigned as outlined on the Facility Use form and stipulated in Board Policy 1330.

Action taken/comments:

Motion _____ Second _____ Vote _____

N. Remove from Inventory – Surplus Textbooks

The Board is asked to approve the removal from inventory of surplus textbooks and other curriculum materials which are no longer used in the District schools.

See the attached list of materials:

Action taken/comments:

Motion _____ Second _____ Vote _____

X. GENERAL

A. Update on New Programmatic Developments

Supt. Schwinn will review the expansion of educational opportunities provided to GUSD students, including plans for the future. This item will appear on the agenda monthly, allowing the public to provide the Board with feedback around programmatic developments throughout the District (e.g. Kindergarten Discovery!; STEAM; Traditional; Enrich!)

B. Review & Approve Parent/Student Handbook for 2018-19

The Board will be asked to review and approve updates to the Parent/Student Handbook for 2018-19.

Action taken/comments:

Motion _____ Second _____ Vote _____

XI. PUBLIC COMMENT ON ITEMS IN CLOSED SESSION

XII. CLOSED SESSION

A. With respect to every item of business to be discussed in closed session pursuant to Section 54957.6:

1) Conference with Labor Negotiator

District Negotiator: Jennifer Schwinn, Superintendent

GRAVENSTEIN UNION SCHOOL DISTRICT
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Represented Employees: Gravenstein Union Teachers Assoc.

2) Hiring:

- Spanish Teacher
- Hillcrest Secretary
- Temporary 5th Grade Teacher
- Part-time Music Teacher
- Teaching Assistant

3) Potential Litigation

4) Superintendent Evaluation

XIII. OPEN SESSION

Any reportable action taken during closed session shall be reported when the Board comes back into open session.

XIV. FUTURE BOARD MEETINGS:

I. Next Regular Board Meeting: August 8, 2018— 5 PM

XV. ADJOURNMENT

ADA Compliance: In compliance with Government Code 54954.2(a), the Gravenstein Union School District, will, on request, make this agenda available in appropriate alternative formats to persons with a disability, as required by Section 202 of the American with Disabilities Act of 1990 (42 U.S.C. 12132) and the federal rules and regulations adopted in implementation thereof. Individuals who need this agenda in an alternative format or who need a disability-related modification or accommodation in order to participate in the meeting should contact Jennifer Schwinn, District Superintendent, Gravenstein Union School District, 3840 Twig Ave., Sebastopol, CA 95472. Telephone (707) 823-7008.

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8-

Gravenstein Union School District
June Payroll Report

July 10, 2018 Regular Board Meeting

Certificated Salary & Benefits

Regular: \$ 451,327.48
Supplemental: \$ 5,678.53

Classified Salary & Benefits

Regular: \$ 85,332.67
Supplemental: \$ 8,458.14

Total Salary & Benefits

\$ 550,796.82

Checks Dated 06/01/2018 through 06/30/2018

Board Meeting Date Board Meeting on July 10, 2018

| Check Number | Check Date | Pay to the Order of | Fund-Object | Comment | Expensed Amount | Check Amount |
|--------------|------------|-------------------------------|-------------|--|-----------------|--------------|
| 1645296 | 06/01/2018 | Linda M. Helton | 04-4340 | Reimbursement-Science Software | | 158.59 |
| 1645297 | 06/01/2018 | Michelle A. Sprinkle | 03-4310 | Reimbursement for Craft and Science Supplies | | 116.96 |
| 1645298 | 06/01/2018 | Elsbeth B. Haas | 03-4310 | Reimbursement for class books | | 14.68 |
| 1645299 | 06/01/2018 | Tara Fluitt | 01-4310 | Reimbursement -Field Day | 6.01 | |
| | | | 03-4310 | Reimbursement -Field Day | 79.91 | 85.92 |
| 1645300 | 06/01/2018 | California's Valued Trust | 01-9572 | Employee's CVT Health Plan Coverage 2017-18 | | 44,191.00 |
| 1645301 | 06/01/2018 | Clover-Stornetta Farms Inc. | 13-4700 | Milk Purchases 2017-18 | | 102.50 |
| 1645302 | 06/01/2018 | Creative Window Fashions Inc. | 01-4400 | Window Coverings for Gravenstein | 647.41 | |
| | | | 03-4400 | Window Coverings for Gravenstein | 8,601.31 | 9,248.72 |
| 1645303 | 06/01/2018 | Verizon | 01-5912 | Sup't Phone & Tablet Service for 2017-18 | 5.07 | |
| | | | 03-5912 | Sup't Phone & Tablet Service for 2017-18 | 61.72 | |
| | | | 04-5912 | Sup't Phone & Tablet Service for 2017-18 | 34.40 | 101.19 |
| 1645304 | 06/01/2018 | Vision Service Plan | 01-9574 | Employee's Vision Plan Coverage 17-18 | | 1,773.20 |
| 1646686 | 06/08/2018 | Mel Tufo | 03-5826 | Reimbursement- Fort Ross Food-Brown | | 371.78 |
| 1646687 | 06/08/2018 | Naomi Williams | 03-5826 | Reimbursement -Food Fort Ross- Brown | | 285.28 |
| 1646688 | 06/08/2018 | Apple Inc. | 04-4440 | Apple 21.5 inch i Mac | | 3,777.69 |
| 1646689 | 06/08/2018 | CDW Government Inc | 04-4440 | Chromebook Charging Cart | | 1,102.11 |
| 1646690 | 06/08/2018 | Fort Ross Conservancy (FRC) | 03-5826 | Fort Ross Teacher Training 1/11-12/2018 | | 45.00 |
| 1646691 | 06/08/2018 | School and College Legal | 01-5823 | 2017-2018 Legal Services Beyond Retainer | 90.00 | |
| | | | 03-5823 | 2017-2018 Legal Services Beyond Retainer | 1,098.00 | |
| | | | 04-5823 | 2017-2018 Legal Services Beyond Retainer | 612.00 | 1,800.00 |
| 1646692 | 06/08/2018 | Sonoma County Office Of Ed. | 01-5200 | IE Sonoma 2018-Koelemeijer | | 25.00 |
| 1646693 | 06/08/2018 | Stephen Roatch Accountancy | 01-5821 | 2017-18 Audit Contract | 355.00 | |
| | | | 03-5821 | 2017-18 Audit Contract | 4,331.00 | |
| | | | 04-5821 | 2017-18 Audit Contract | 2,414.00 | 7,100.00 |
| 1646694 | 06/08/2018 | West County Transportation | 01-5826 | Bus for 3/7/18 Grav Stu to HC "Guys & Dolls" | 48.91 | |
| | | | 03-5826 | Bus for 3/7/18 Grav Stu to HC "Guys & Dolls" | 649.77 | 698.68 |
| 1647792 | 06/13/2018 | Terese Hillborn | 03-4310 | Field Day Supplies- Reimbursement | | 15.67 |
| 1647793 | 06/13/2018 | Terese Hillborn | 01-4310 | Field Day Supplies- Reimbursement | | 1.18 |
| 1647794 | 06/13/2018 | Allison N. Brown | 03-5826 | Reimbursement-Fort Ross Art | | 310.85 |
| 1647795 | 06/13/2018 | Allison T. Rich | 04-4340 | Reimbursement-Steam Software | | 160.42 |

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

ESCAPE

WILSON

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Checks Dated 06/01/2018 through 06/30/2018

Board Meeting Date Board Meeting on July 10, 2018

| Check Number | Check Date | Pay to the Order of | Fund-Object | Comment | Expensed Amount | Check Amount |
|--------------|------------|--------------------------------|-------------|--|-----------------|--------------|
| 1647796 | 06/13/2018 | David C. Fichera | 04-4390 | Reimbursement- Paper for Grad Programs | | 39.08 |
| 1647797 | 06/13/2018 | Aimee Otterson | 03-4310 | Reimbursement- Classroom Projects | | 20.33 |
| 1647798 | 06/13/2018 | Ally Technology Consulting LLC | 01-5840 | IT Consultant 2017-18 | 130.00 | |
| | | | 03-5840 | IT Consultant 2017-18 | 1,677.50 | |
| | | | 04-5840 | IT Consultant 2017-18 | 942.50 | 2,750.00 |
| 1647799 | 06/13/2018 | AXIA | 40-6210 | Gravenstein Modernization, Phase III (Part 2) | 4,432.00 | |
| | | | | Modernization - Hillcrest Middle Improvements | 7,867.67 | |
| | | | 40-6215 | Gravenstein Modernization, Phase III (Part 2) | 223.71- | 12,075.96 |
| 1647800 | 06/13/2018 | CDW Government Inc | 04-4340 | HP Chromebooks and Google Chrome Mgmt. for STREAM | 360.00 | |
| | | | 04-4440 | HP Chromebooks and Google Chrome Mgmt. for STREAM | 3,644.99 | 4,004.99 |
| 1647801 | 06/13/2018 | Pacific Gas & Electric | 01-5520 | Electric and Gas for 2017-18 Gravenstein | 264.05 | |
| | | | 03-5520 | Electric and Gas for 2017-18 Gravenstein | 3,039.11 | |
| | | | 04-5520 | Electric and Gas for 2017-18 @ Hillcrest | 2,861.04 | |
| | | | | Electric and Gas for 2017-18 Gravenstein | 35.05 | 6,199.25 |
| 1647802 | 06/13/2018 | Quill Corp | 01-4350 | Business Office Supply and HC Umbrellas and Stands | 3.16 | |
| | | | 03-4350 | Business Office Supply and HC Umbrellas and Stands | 38.57 | |
| | | | 04-4350 | Business Office Supply and HC Umbrellas and Stands | 21.50 | |
| | | | 04-4400 | Business Office Supply and HC Umbrellas and Stands | 850.39 | 913.62 |
| 1647803 | 06/13/2018 | Nancy Ricciardi | 01-5830 | Ricciardi Art Program-Grav/HC 2017-18 | 73.66 | |
| | | | 03-5830 | Ricciardi Art Program-Grav/HC 2017-18 | 978.64 | |
| | | | 04-5830 | Ricciardi Art Program-Grav/HC 2017-18 | 562.70 | 1,615.00 |
| 1647804 | 06/13/2018 | U.S. Bank Equipment Finance | 01-5631 | Copier Lease at schools and DO for 2017-18 | 35.28 | |
| | | | 03-5631 | Copier Lease at schools and DO for 2017-18 | 423.39 | |
| | | | 04-5631 | Copier Lease at schools and DO for 2017-18 | 246.96 | 705.63 |
| 1648498 | 06/15/2018 | Brian Antis | 04-5826 | Reimbursement for Ashland Trip Food | | 46.22 |
| 1648499 | 06/15/2018 | Matthew M. McDowell | 04-4310 | Reimbursement- Field day | | 65.26 |

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

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| Checks Dated 06/01/2018 through 06/30/2018 | | | | Board Meeting Date Board Meeting on July 10, 2018 | | |
|--|------------|--|-------------|---|-----------------|--------------|
| Check Number | Check Date | Pay to the Order of | Fund-Object | Comment | Expensed Amount | Check Amount |
| 1648500 | 06/15/2018 | AT&T Calnet 3 | 01-5911 | Gravenstein AT&T CALNET 3 Charges 2017-18 | 22.76 | |
| | | | 03-5911 | Gravenstein AT&T CALNET 3 Charges 2017-18 | 280.71 | |
| | | | 04-5911 | Gravenstein AT&T CALNET 3 Charges 2017-18 | 135.96 | |
| | | | Hillcrest | AT&T CALNET 3 Charges-2017-18 | 61.29 | 500.72 |
| 1648501 | 06/15/2018 | Clover-Stornetta Farms Inc. | 13-4700 | Milk Purchases 2017-18 | | 79.50 |
| 1648502 | 06/15/2018 | Double Decker Lanes | 04-5826 | Double Decker Lanes Bowling | | 455.00 |
| 1648503 | 06/15/2018 | Pitney Bowes | 01-5950 | Postage for Postage Meter | 41.05 | |
| | | | 03-5950 | Postage for Postage Meter | 500.80 | |
| | | | 04-5950 | Postage for Postage Meter | 279.14 | 820.99 |
| 1648504 | 06/15/2018 | Quill Corp | 04-4440 | Epson Projector SVGA 3LCD | | 345.99 |
| 1648505 | 06/15/2018 | U.S. Bank Corporate Payment | 04-4310 | Classroom Supplies | 179.43 | |
| | | | 04-4440 | Stream Lab | 145.04 | 324.47 |
| 1648506 | 06/15/2018 | West County Transportation | 03-5826 | Transportation to Ives Pool-Swim Lessons 2018 | | 643.56 |
| 1648507 | 06/15/2018 | American Storage LLC | 40-6200 | Storage Container 8x20-Const. Phase 3 | | 399.00 |
| 1648508 | 06/15/2018 | AXIA | 21-6210 | Gravenstein Modernization, Job #940 | | 650.54 |
| 1648509 | 06/15/2018 | Counterpoint Construction Services, Inc. | 40-6200 | Consulting Services - Lease Leaseback Oversight | 2,510.00 | |
| | | | | Consulting Services - LLB Phase IV Increment 1 | 560.00 | 3,070.00 |
| 1648510 | 06/15/2018 | Mary Tupa, dba Crown Trophy | 04-4390 | Engraving Graduate Plaques 2018 | | 529.81 |
| 1648511 | 06/15/2018 | Dept Of Justice, Acctg Office | 03-5862 | Fingerprinting for staff & volunteers 2017-18 | | 113.00 |
| 1648512 | 06/15/2018 | Fort Ross Conservancy (FRC) | 03-5826 | Fort Ross -Additional fees-Brown,2018 | | 330.00 |
| 1648513 | 06/15/2018 | Lattice Educational Services | 01-5810 | Special Ed Services | | 737.99 |
| 1648514 | 06/15/2018 | Office Depot | 01-4350 | District office supplies | 15.35 | |
| | | | 03-4350 | District office supplies | 187.35 | |
| | | | 04-4350 | District office supplies | 109.20 | 311.90 |
| 1648515 | 06/15/2018 | Safeway | 01-4390 | Staff Development Supplies for 2017/18 | 6.56 | |
| | | | 03-4390 | Staff Development Supplies for 2017/18 | 80.02 | |
| | | | 04-4390 | Staff Development Supplies for 2017/18 | 44.60 | |
| | | | 12-4390 | Daycare Supplies & Snacks for 2017/18 | 189.76 | 320.94 |
| 1648516 | 06/15/2018 | West County Transportation | 04-5826 | Bus Transportation-Monterey Bay Aquarium | | 3,324.18 |
| 1648517 | 06/15/2018 | California School Boards Assoc | 01-9330 | CSBA Dues 2018-19 | 6,670.00 | |
| | | | | CSBA Gamut Online 2018-19 | 1,700.00 | 8,370.00 |

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Checks Dated 06/01/2018 through 06/30/2018

Board Meeting Date Board Meeting on July 10, 2018

| Check Number | Check Date | Pay to the Order of | Fund-Object | Comment | Expensed Amount | Check Amount |
|--------------|------------|-----------------------------------|-------------|--|-----------------|--------------|
| 1648518 | 06/15/2018 | Jack Schreder & Associates, In c. | 40-5830 | May 2018- Activities School Facilities #29339 | | 1,142.50 |
| 1648519 | 06/15/2018 | Procure Software, LLC | 01-9330 | Procure Annual Cloud | | 768.00 |
| 1648520 | 06/15/2018 | Sonoma County Office Of Ed. | 01-6400 | Dark Fiber Equipment Including Discounts | | 5,321.21 |
| 1648521 | 06/15/2018 | Westminster Woods | 04-5826 | Traditional and El 6th Westminster Woods 9/21/2017 | | 3,203.00 |
| 1649379 | 06/20/2018 | Fort Ross Conservancy (FRC) | 03-5826 | Fort Ross -Additional fees-Mart.2018 | | 325.00 |
| 1649380 | 06/20/2018 | Independent Electric Supply | 40-6400 | Switchboard for Hillcrest MS Improvements | | 36,432.72 |
| 1649381 | 06/20/2018 | MCI Comm Service | 12-5911 | Daycare Phone Line for 2017-18 | | 13.56 |
| 1649382 | 06/20/2018 | Recology Sonoma Marin | 03-5560 | Recology-Gravenstein | 776.22 | |
| | | | 04-5560 | Recology-Hillcrest | 433.44 | 1,209.66 |
| 1649383 | 06/20/2018 | Santa Rosa City Schools | 13-4710 | Lunch Program for 2017-18 | | 8,238.00 |
| 1649384 | 06/20/2018 | School Services Of California | 01-5200 | Governor's May Revise Workshop Registration | 7.00 | |
| | | | 03-5200 | Governor's May Revise Workshop Registration | 224.00 | |
| | | | 04-5200 | Governor's May Revise Workshop Registration | 119.00 | 350.00 |
| 1649385 | 06/20/2018 | SyTech Solutions | 01-5830 | Document Management Services 2017-18 | 12.52 | |
| | | | 03-5830 | Document Management Services 2017-18 | 152.81 | |
| | | | 04-5830 | Document Management Services 2017-18 | 85.17 | 260.50 |
| 1649386 | 06/20/2018 | Weeks Drilling & Pump Co. Inc. | 01-5530 | Gravenstein Elem Water Service for 2017-18 | 19.69 | |
| | | | 03-5530 | Gravenstein Elem Water Service for 2017-18 | 226.41 | |
| | | | 04-5530 | Hillcrest Water Service for 2017-18 | 246.10 | 492.20 |
| 1649387 | 06/20/2018 | West County Transportation | 04-5804 | Special Ed Transportation 2017-2018 | | 930.25 |
| 1649388 | 06/20/2018 | ARC Alternatives | 40-5830 | Board Approved Prop 39-Consulting | | 4,612.50 |
| 1649389 | 06/20/2018 | Sonoma County Office Of Ed. | 03-5830 | NCTIP Program Participant Fee 2017-18 | | 7,000.00 |
| 1650319 | 06/22/2018 | David C. Fichera | 04-5950 | Reimbursement-Certified Letter | | 3.95 |
| 1650320 | 06/22/2018 | J. Stanley Correia | 04-5830 | 17-18 Special Ed Psych Services - Revised 1/22/18 | 187.50 | |
| | | | 03-5830 | 17-18 Special Ed Psych Services - Revised 1/22/18 | 1,687.50 | |
| | | | 04-5830 | 17-18 Special Ed Psych Services - Revised 1/22/18 | 1,875.00 | 3,750.00 |
| 1650321 | 06/22/2018 | Sharon A Gowan | 03-5825 | Advertising Family Life-Kindergarten Ad | | 1,660.00 |
| 1650322 | 06/22/2018 | Fort Ross Conservancy (FRC) | 03-5826 | Fort Ross -Additional fees-Davis.2018 | | 200.00 |
| 1650323 | 06/22/2018 | Pacific Gas & Electric | 40-5830 | PG&E Contract for Hillcrest Improvements | | 47,862.02 |

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

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Checks Dated 06/01/2018 through 06/30/2018

Board Meeting Date Board Meeting on July 10, 2018

| Check Number | Check Date | Pay to the Order of | Fund-Object | Comment | Expensed Amount | Check Amount |
|-------------------------------|------------|-----------------------------|-------------|---|-----------------|-------------------|
| 1650324 | 06/22/2018 | PowerSchool Group LLC | 04-4340 | Library Database Management Implementation | | 1,250.00 |
| 1650325 | 06/22/2018 | Santa Rosa Entertainment Co | 04-5826 | Epicenter-Reward Trip 2018 | | 900.00 |
| 1650326 | 06/22/2018 | Sonoma County Office Of Ed. | 04-5202 | The Science and Story of NGSS | | 10.00 |
| 1650327 | 06/22/2018 | West County Transportation | 03-5826 | Transportation to Jves Pool-Swim Lessons 2018 | 1,072.60 | |
| | | | 04-5826 | Bus for Rose Parade 5/19/2018 | 600.57 | |
| | | | | Busing for 8 th Grade Bowling Trip | 345.32 | |
| | | | | Transportation for Rewards Trip-Epicenter | 258.61 | 2,277.10 |
| Total Number of Checks | | | | | 75 | 249,451.52 |

Fund Recap

| Fund | Description | Check Count | Expensed Amount |
|---------------------------|--------------------------------|-------------|-----------------|
| 01 | General Fund | 27 | 63,158.56 |
| 03 | Gravenstein Elementary Charter | 36 | 37,619.45 |
| 04 | Hillcrest Middle Charter | 37 | 33,804.95 |
| 12 | Child Development Fund | 2 | 203.32 |
| 13 | Cafeteria Fund | 3 | 8,420.00 |
| 21 | Building | 1 | 650.54 |
| 40 | Special Reserve-capital Proj | 7 | 105,594.70 |
| Total Number of Checks | | 75 | 249,451.52 |
| Less Unpaid Tax Liability | | | .00 |
| Net (Check Amount) | | | 249,451.52 |

167

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

ESCAPE ONLINE



VII E 1

Helping narrow the digital divide one household at a time.

Dear Superintendent,

Student learning shouldn't end when the bell rings. Learning should be supported everywhere.

The Access from AT&T program helps families narrow the divide by bringing low-cost home internet access to qualifying households.

Access from AT&T offers home wireline Internet access service at a low, discounted rate to households with at least one resident who participates in the Supplemental Nutritional Assistance Program (SNAP). In California only, Supplemental Security Income (SSI) recipients also may qualify.

There is **NO** term commitment, **NO** deposit, **NO** installation fee and **NO** charge for an in-home Wi-Fi® capable modem.

You can find more details at att.com/access.

We hope you'll share this program information with students and their families. Please consider:

- Including a flyer from our partner portal (see the attachment) in National School Lunch Program (NSLP) communications
- Adding a link to Access from AT&T (att.com/access) on your school or district website
- Coordinating campus enrollment events or presentations during parent meetings
- Brainstorming other ideas to share the information about Access from AT&T

See the enclosed flyer or go to att.com/access to learn more about Access from AT&T. Please also sign into our partner portal, accesspartners.att.com, to browse our promotional and communications materials. If you

would like to order free copies of printed materials sign in to <https://attaccess.rrd.com>. There's no charge for printing or shipping.

everyoneon AT&T is collaborating with **EveryoneOn**, a national non-profit working to narrow the digital divide. Learn more at everyoneon.org.

Please join us for an Access from AT&T webinar, where we'll share resources you can use to get the word out to your students and their families. Three webinars are being held:

- July 10, 2018 at 2:00 p.m. EST
- July 18, 2018 at 2:00 p.m. EST
- July 24, 2018 at 2:00 p.m. EST

Please visit: <http://bit.ly/attaccesswebinar> to register.

Thanks for choosing us,

AT&T

Affordable Home Internet. Incredible Opportunities.

 **access**
from AT&T

Internet for just \$10 a month



The digital world is full of possibilities. AT&T is making it easier to connect to friends, family, and the things that matter most. If at least one person in your household is a **SNAP* participant**, you may qualify for 10Mbps home Internet service at our discounted \$10 rate.** In California only, households receiving SSI benefits also may qualify.***

Access from AT&T takes you online so you can:

- **Do homework**
- **Search for jobs**
- **Pay bills**
- **Find news, information and entertainment**

And a whole lot more!

Plus, there's NO commitment, NO deposit and NO installation fee.

Get an in-home Wi-Fi gateway and access to the entire national AT&T Wi-Fi Hot Spot network — INCLUDED at no extra cost.†

Other eligibility requirements apply.

Visit att.com/access for complete information and to apply.

Or call 1-855-220-5211.



*Supplemental Nutrition Assistance Program. **Available only in the AT&T 21-state wireless footprint. Additional eligible speed tiers (5Mbps for \$10 a month or 3Mbps/1.5Mbps/768Kbps for \$5 a month) may be provided depending on availability at your address. Internet speed claims represent maximum network service capability speeds. Actual customer speeds may vary based on factors including site traffic, content, provider server capacity, internal network management factors and device capabilities, and are not guaranteed. For more information, go to att.com/speed101. Pricing excludes taxes. Service will include a monthly data allowance of either 150GB or 1TB of data/mo depending on the type and speed of service you receive. If you exceed your monthly data plan allowance, you will be automatically charged \$10 for each 50GB of data usage in excess of your data plan, even if less than 50 gigabytes is used. For more information, go to att.com/internet-usage. ***California Supplemental Security Income. Wi-Fi enabled device required. Other restrictions apply. ©2010 AT&T Intellectual Property. All rights reserved. AT&T, the AT&T logo, and all other marks contained herein are trademarks of AT&T Intellectual Property and/or AT&T affiliated companies. ACS_CAMP_031510

June 20th, 2018

To Whom It May Concern,

I, Ray Dellosa, Daycare Director of Beyond the Bell, am writing to inform you of my intent to take paternity leave from Monday, August 20th, 2018 through Tuesday, September 18th, 2018. Thank you.

Sincerely,

A handwritten signature in black ink, appearing to read 'Ray D.', with a long horizontal flourish extending to the right.

Ray Dellosa

2017-18 MPF True Up

| Summary Analysis of Field Trip Expenses | | |
|--|---------------|-------------------|
| Program | Total Expense | |
| E! | \$ | 68,019.33 |
| All | \$ | 95,633.87 |
| Grand Total | \$ | 163,653.20 |
| | | |
| Enrich! only FT Stipends \$200 + Taxes/Night = | \$ | 234.62 |
| Rich/Dexter 3 nights Marin Headlands | \$ | 1,407.72 |
| Collins/Clements 4 nights Ashland | \$ | 1,876.96 |
| Nordstrom/Mattish 1 night Pepperwood | \$ | 469.24 |
| Brown 4 nights Clem Miller | \$ | 938.48 |
| Sully 2 nights PEEC | \$ | 469.24 |
| Brown/Sully 2 nights Gold Country | \$ | 938.48 |
| | \$ | 6,334.74 |
| Total MPF Expense for field trips: | \$ | 74,354.07 |
| Field trip block grant funds received | \$ | 90,000.00 |
| FT overpayment | \$ | 15,645.93 |

| Spanish Total Expense for E! @ Gravenstein 2017-18 | | |
|--|-----------|------------------|
| salary | \$ | 44,098.80 |
| benefits | \$ | 8,449.50 |
| | \$ | 52,548.30 |
| Original MOU Amount | | \$25,000 |
| Additional Expense | \$ | 27,548.30 |

True up for MPF \$ 11,902.37 Additional due to District

* Activity fees were not collected specifically for Enrich! only field trips and there is no way to determine how much of the donation was for E! only vs. all grade level field trips. For the grades that have the most expensive E! only field trips, (grade 4, grade 6 and grade 7) donations were higher than the traditional donations by \$7,260. If credit is given for this amount, then the final amount due to GUSD for the True up would be \$4,642.37.

2018

Board Agenda Calendar 2018—2019
Gravenstein Union School District

| | |
|-----------------------|---|
| July 2018 | <ol style="list-style-type: none"> 1. Williams Report for Previous Quarter 2. Attendance Projections for Current Year 3. Approve Spring Consolidated Application 4. Review and Approve Parent Handbook for Current Year 5. Review Goals & Accomplishments for Previous Year 6. Begin Superintendent Evaluation for Previous Year 7. Update Mandatory Board Policies 8. Summer School Update (if applicable) |
| August 2018 | <ol style="list-style-type: none"> 1. Begin Development of Goals and Objectives for Current Year 2. Complete Superintendent Evaluation for Previous Year 3. Review and Approve Field Trips for Current Year |
| September 2018 | <ol style="list-style-type: none"> 4. Review and Approve Unaudited Actuals for Prior Year (by 9/15) 5. Adopt Gann Limit (by 9/30) 6. Budget Update 7. Report on School Opening and Attendance 8. Approve Site Plan if appropriate 9. State Testing Report 10. Complete Goals & Objectives for Current Year (if necessary) |
| October 2018 | <ol style="list-style-type: none"> 1. Williams Report for Previous Quarter 2. Budget Update 3. Public Hearing and Approve Resolution on Sufficiency of Instructional Materials 4. Certification of Compliance with Standards-Aligned Instructional Materials 5. Continue to review Board Policy |
| November 2018 | <ol style="list-style-type: none"> 1. Approve Resolution on Accounting of Developer Fees 2. Continue to Review Board Policies |
| December 2018 | <ol style="list-style-type: none"> 1. Board Reorganization 2. Review and Approve 1st Interim Budget Report (by 12/15) 3. Discuss Kindergarten Registration and Promotional Events |

| | |
|---------------------------------|--|
| <p>January 2019</p> | <ol style="list-style-type: none"> 1. Williams Report for Previous Quarter 2. Set Deadlines for Charter School Admissions and Lotteries 3. Budget Update 4. Acceptance of Financial Audit for Previous Year (by 1/31) 5. Enrollment and Staffing Projections for Upcoming Year |
| <p>February 2019</p> | <ol style="list-style-type: none"> 1. Review and Approve School Accountability Report Cards 2. Review and Approve District Safety Plan for Upcoming Year 3. Update Educator Effectiveness Plans for Current Year |
| <p>March 2019</p> | <ol style="list-style-type: none"> 1. Employment Lay-off/Non-reelect Notices (if necessary—by 3/15) 2. Staff Contracts for Psychologist, Nurse, Art, Speech Therapist etc. for Upcoming Year 3. Review / Approve 2nd Interim Budget Report for Current Year (by 3/17) 4. Approve Consolidated Application for Upcoming Year 5. Approve Single Plan for Student Achievement (SPSA) 6. Update Enrollment and Staffing Projections for Upcoming Year 7. 5 Year Deferred Maintenance Plan (if applicable) 8. REACH MOU Update for Upcoming Year 9. Approve District Calendar for Upcoming Year |
| <p>April 2019</p> | <ol style="list-style-type: none"> 1. Williams Report for Previous Quarter 2. Approve Auditor Contract for Upcoming Year(s) 3. End of the Year Events Calendar 4. GUTA Sunshines Contract Proposal for Upcoming Year |
| <p>May 2019</p> | <ol style="list-style-type: none"> 1. Final Lay-off Notices to Certificated Staff (if necessary—by 5/15) 2. Update Enrollment and Staffing Projections for Upcoming Year 3. Review Summer Maintenance Plans (Paving, painting, etc.) 4. Approval of the Hillcrest Promotion List 5. Board Sunshines District Contract Proposal for Upcoming Year |
| <p>June 2019</p> | <ol style="list-style-type: none"> 1. Public Hearing and Adoption of LCAP/Budget for Upcoming Year (by 6/30—requires two separate meetings) 2. Adopt Education Protection Account (EPA) Resolution |

VI 6 4.1

Helton

| Period | Monday | Tuesday | Wednesday | Thursday | Friday |
|--------------|--------------------|---------------|--------------------|---------------|----------------|
| One | Math 6B | Math 6B | Math 6B | Math 6B | Math 6B |
| Two | Music Appreciation | Prep | Music Appreciation | Prep | Art |
| Break | Break | Break | Break | Break | Break |
| Three | Science 6B | Science 6B | Science 6B | Science 6B | Science 6B |
| Four | Math 6A | STEAM 6B | Math 6A | STEAM 6B | Math 6A |
| Lunch | Lunch | Lunch | Lunch | Lunch | Lunch |
| Five | Science 6A | Math 6A | Science 6A | Math 6A | Science 6A |
| Six | STEAM 6A | STEAM Meeting | STEAM 6A | STEAM Meeting | Second Step 6A |
| Seven | Prep | Science 6A | Prep | Science 6A | Prep |

Kinman

| Period | Monday | Tuesday | Wednesday | Thursday | Friday |
|--------------|-------------------|-------------------|-------------------|-------------------|-------------------|
| One | Social Studies 6A | Social Studies 6A | Social Studies 6A | Social Studies 6A | Social Studies 6A |
| Two | Prep | Technology | Prep | Technology | Art |
| Break | Break | Break | Break | Break | Break |
| Three | ELA 6A | ELA 6A | ELA 6A | ELA 6A | ELA 6A |
| Four | ELA 6B | ELA 6A | ELA 6B | ELA 6A | ELA 6B |
| Lunch | Lunch | Lunch | Lunch | Lunch | Lunch |
| Five | ELA 6B | ELA 6B | ELA 6B | ELA 6B | Social Studies 6B |
| Six | Social Studies 6B | Social Studies 6B | Social Studies 6B | Social Studies 6B | Second Step 6B |
| Seven | Directed Studies | Prep | Directed Studies | Prep | Prep |

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**Gravenstein Union School District
Enrollment Projections for 2018-2019 (as of 6/27/18)
Grades TK-5**

| grade | Optimal class size (Grade level capacity) | Enrollment Status | Comments |
|-------|--|---|---|
| TK | 20 (21) | 20 students accepted | 1 class of 20 |
| K | 21 (84) | 84 students accepted; waitlist (We may go over 84 with any new in-district application.) | 4 classes of 21 each |
| 1 | 21 (84) | T: 32 students (waiting on paperwork for 1 more student) E: 34 students | T: two classes of 16 E: two classes of 17 |
| 2 | 21 (84) | T: 37 students (waiting on paperwork for 2 more students) E: 42 students | T: two classes of 18/19 E: two classes of 21 |
| 3 | 24 (96) | T: 29 students E: 48 students | T: two classes of 14/15 E: two classes of 24 |
| 4 | 26 (104) | T: 37 students E: 44 students | T: two classes of 18/19 E: two classes of 22 |
| 5 | 26 (104) | T: 46 students E: 50 students | T: two classes of 23 E: two classes of 25 |

29

TK-20

K- 84

First- 66

Second- 79

Third- 77

Fourth- 81

Fifth- 96

Total Student Enrollment for 2018-2019: 503 students (all enrolled/entered into SchoolWise)

A

GRAVENSTEIN UNION SCHOOL DISTRICT
3840 TWIG AVENUE
SEBASTOPOL, CA 95472

REGULAR GOVERNING BOARD
MEETING MINUTES
Gravenstein School, Rm. 13

Wednesday, June 13 2018
5:07 PM

I. CALL TO ORDER- 5:07 PM

Present

Jim Horn, President
Desiree Beck, Clerk
Gregory Appling
Steven Schwartz

Absent

Jennifer Koelemeijer

II. PUBLIC COMMENTS

At this time the public may address the Board on any item not listed on the agenda. Presentations are limited to three minutes per person per topic. The Board may not respond to presentations. The public may address the Board on any item listed on the agenda at the time the matter is taken up by the Board.

Bonnie Russell Larrain, parent of a 7th grade traditional Hillcrest student, concerned that the two program system creates unbalanced classrooms when it comes to student behavior and needs.

III. REPORTS, AND ORAL COMMUNICATIONS

A. Gravenstein Union Teachers' Association

GUTA President Beth Trivunovic read a statement on behalf of the teachers requesting that the Board seek input

B. School Site Council

- I. Seeking Parent reps
- II. Completed LCAP updates

C. GSF/MPF

MPF President Beth Craven shared that MPF is working on an MOU to present the Board for the 2018-19 school year. The 2017-18 school year saw strong donations to MPF. She expressed that MPF receives questions about ENRICH! being discontinued. August 25, 2018 is the Back to School BBQ.

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D. Trustee Reports

Mem. Schwartz shared that he attended the Hillcrest graduation.

Mem. Applig attended 8th grade events and continues to serve on the construction committee.

Mem. Beck shared that her sister is a principal in Southern California and was recently in Sonoma County where she took a class called "Kidding Around Yoga." Her sister will be bringing aspects of this training back to her school. One of the few training centers is in Santa Rosa.

Pres. Horn attended his 17th Hillcrest graduation and has been attending construction meetings.

E. Facilities Report

I. Phase 3 –Gravenstein modernization update

1. Gym & kitchen, Learning Lab, Staff Restrooms

Drew Weigel reported on the ongoing progress. MPR roof demolition will begin next week. The solar project is mostly done at DSA and comments should be returned to AXIA by the end of this week.

Pres Horn asked if the schedule is still on track for August 12 completion. Drew confirmed that the August 12 date is still accurate.

II. Hillcrest Middle School Improvement Project update

1. Increment #1: Transformer/electrical system, ADA access to field

2. Increment #2 solar parking shelter

The trenching for the ramp and stairs is underway. All demolition for the lighting upgrades at Hillcrest is completed. The trenching for the switchgear is almost completed.

III. Gravenstein Elementary solar project

IV. Summer Projects Report

The classroom moves at Hillcrest have been completed. Maintenance Lead Brian Sposato has been facilitating these activities.

F. Hillcrest Principal Report

I. 2018-19 Enrollment Forecast

II. ieSonoma

III. Update on STREAM lab

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IV. Classroom moves completed

Principal Fichera shared a projected enrollment of 265, with 4 classes at each grade level. Mr. Fichera shared that Matt McDowell and he attended ieSonoma. Matt McDowell will be the "steward" for the STREAM Lab. Mr. Fichera shared the progress on construction toward a STREAM Lab. It was shared that multiple classrooms were relocated - all 6th grade classes are now on the Bloomfield Road (west) side of campus.

G. Gravenstein Principal Report

- I. Summer School update: 1-3rd grade Academic Support & Kindergarten Blast Off!
- II. 17-18 CAASPP Results
- III. 2018-19 Enrollment Forecast

Principal Pugno reported on summer learning opportunities at Gravenstein. She shared preliminary results from 2017-18 CAASPP (state testing). Student reports are not yet ready for distribution. Gravenstein will be growing by one fifth grade class in the 2018-19 school year.

H. CBO Report

- I. Update on modernization funding with Jack Schreder & Associates
 1. Letter from DGS indicating application for modernization has been accepted.

CBO Wanda Holden shared that equipment has been purchased, to enable the utilization of the dark fiber data connection being provided by Sonic.

I. Superintendent Report

1. Annual Board Calendar Template
2. 2017-18 Enrollment
3. Transportation JPA Update
4. District-provided School Supplies List
5. Safety Plan Update
 1. Window covering bids
 1. Trial installation May 2018
 2. Full installation in summer 2018

Supt. Schwinn demonstrated the sample of the blinds that the District is considering. The color originally requested was "platinum" and does not appear to match the color of the installed blinds. Supt Schwinn shared that she was

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working with Brian to investigate color and gap between window and blinds.

2. 16 new door locks ordered for classrooms

6. Hiring anticipated for 2018-19:
 1. School Nurse
 2. Hillcrest Secretary
 3. 1 Temporary Teacher (5th grade leave)
 4. 2 Permanent Teachers (elementary)
 5. Spanish Teacher (7-8th grade & ELD)
 6. Teaching Assistant/Daycare Pool
 7. Hillcrest Principal

Members Appling and Schwartz inquired about the hiring process and the inclusion of various stakeholders. Mem. Schwartz inquired about including the teachers in the Hillcrest Principal search. Supt. Schwinn responded that there would be space for staff on a panel.

IV. CONSENT AGENDA

ACTION ITEM

- A. Minutes of regular Board meeting May 09, 2018; special meeting May 25, 2018; Special Meeting June 01, 2018
- B. Warrants/Payroll
- C. Budget Updates and Transfers
- D. Superintendent Contract 2018-20
- E. Communication
 1. Sunshine letter from GUTA for the 2018-19 school year.
 2. Sunshine letter from GUSD for the 2018-19 school year.
 3. Letter of resignation from David Fichera, effective June 30, 2018.
 4. Letter from Jackie Jex-Lewis requesting reduction in contract from 1.0FTE to 5..57 FTE, beginning July 1, 2018. The Board is asked to approve the request.

Action taken/comments: **Pres. Horn moved to pull the Superintendent's contract out of the consent agenda, to allow for some typo corrections.**
Mem. Schwartz inquired about the status for a report providing breakfast at the schools. That report was scheduled for the July Board meeting. Mem. Appling shared that he does not have the Sunshine letters in his packet and Supt. Schwinn responded that they will be included in the next Board packet.

Motion: Horn

Second: Schwartz

Vote: 4-0 approved

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On page 47 of the Superintendent's contract, strike the word "principal." On page 51, strike paragraph 17.

Action Taken:

Pres. Horn moved to approve the contract with the edits, Clrk. Beck seconded, 3-1 approved, Mem. Schwartz dissent.

V. Business & Facilities

A. Approve CEQA

The Board is asked to consider the filing of a Notice of Exemption (NOE) for the California Environmental Quality Act (CEQA). The Notice of exemption is for both the Gravenstein Elementary School, Phase 3 Multi-Use Modernization and Hillcrest Middle School Improvements, Solar Array Project.

Action taken/comments: *Tabled to July*

Motion: Horn Second: Appling Vote: 4-0 approved

B. Gravenstein Elementary School, Phase 3 Multi-Use Modernization

The Board is asked to ratify the Lease Lease-Back Documents for the Gravenstein Elementary School, Phase 3 Multi-Use Modernization
Background:

On May 9, 2018, the Board of Trustees approved the GMP from GCCI, Inc. for the Gravenstein Elementary School, Phase 3 Multi-Use Modernization \$2,213,215.00

Action taken/comments:

Horn motioned to approve the LLB documents for the Phase 3 Multi-Use Modernization documents for a total of \$2,213,215.00.

Motion: Horn Second: Appling Vote: 4-0 approved

C. Approve Management Salary Schedule

The Board is asked to approve the Specifications of Election order resolution as presented.

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Action taken/comments: Mem. Schwartz inquired about grades 7-8 being included in the elementary principal salary schedule. Supt. Schwinn responded that these grades are included in elementary.

Motion: Clerk Beck Second: Pres Horn Vote: 4-0 approved

D. Approve Contract w/ School Psychologist for 2018-19

The Board will be asked to approve a contract with School Psychologist Jack Corriea for the 2018-19 school year.

The terms are as follows: 36 days X 6 hrs/day X \$125.00/hr = \$27,000 for 18-19.

Member Appling asked to confirm that the details of the contract is the same as the 2017-2018 school year. CBO Holden confirmed that dollar amount and number of days are remaining the same.

Action taken/comments:

Motion: Appling Second: Schwartz Vote: 4-0 approved

E. Approval of MOU w/ MPF for 2018-19

The Board will be asked to consider the proposed revised MOU with MPF for the 2018-19 school year.

Action taken/comments: Supt. Schwinn included the MOU that MPF approved at their last meeting. Supt. Schwinn reviewed the MOU with CBO Holden and is recommending that the amount included to reimburse the District for core 7/8 teachers he reduced because 7/8 ENRICH! teachers will be teaching six periods per day. The amount that MPF contributes to elementary school Spanish needs to increase. Mem. Appling expressed concern that funds were being contributed by GUSD to the ENRICH! only Spanish classes at Gravenstein. CBO Holden explained that the Gravenstein ENRICH! Spanish teacher's FTE increased in the 2017-18 school year, and therefore the District contributed to ENRICH! Spanish initially, but are seeking to correct the Spanish contribution from MPF in the 18-19 MOU.

Member Schwartz asked to have the district come back to the next board meeting with a more detailed accounting of the imbalance of district funds allocated to Enrich-only Spanish classes at the K-5 level.

Pres. Horn made a motion to table this item to the July board meeting.

Motion: Horn Second: Appling Vote: 4-0 yes.

F. Approve MOU w/ WC Consortium for Nurse Services

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The Board will be asked to approve an MOU between GUSD and WC Consortium to purchase a portion of a School Nurse contract, to provide 20 nurse days for the 2018-19 school year at a cost to the District not to exceed \$15,600.

It was noted that the template used for the contract inaccurately states it is for "Speech services."

Pres Horn made a motion to approve with the minor correction to replace "Speech Services" with "School Nurse Services" in the contract.

Action taken/comments:

Motion: Horn Second: Appling Vote: 4-0 approved

Trustee Appling stepped out briefly

G. Approve GASB 75

The Board will be asked to approve Resolution# 180613-1, resulting from the passage of Prop 30, designating the funds to be used to support the General Education salaries and benefits.

Action taken/comments: *Table to July*

Motion: Horn Second: Beck Vote: 3-0 approved

H. Approve Resolution # 180613-1 Education Protection Account (EPA)

The Board will be asked to approve Resolution# 180613-1, resulting from the passage of Prop 30, designating the funds to be used to support the General Education salaries and benefits.

Action taken/comments: *Approved resolution*

Motion: Schwartz Second: Horn Vote: 3-0 approved

Trustee Appling returned

I. Remove from Inventory – Surplus Textbooks

The Board is asked to approve the removal of surplus textbooks from inventory. Below is the list of materials:

6th Grade "Focus on Earth Science" Glencoe Science - 62 copies. ISBN - 13:978-0-07-879428-5

6th Grade McDougal Littell: The Language of Literature - 57 copies ISBN 0-

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618-11571-4

6th Grade Language Network- 54 copies - ISBN 0-395-96736-8

6th Grade Bridges to Literature 5 copies - ISBN 0-618-12474-8

Literature Anthology-Poetry 11 copies - 0-590-35437-X

Assessment Readiness -18 copies ISBN 978-0-547-87633-7

The Language of Literature Sampler- 11 copies - ISBN 2-80150-6-WEB 50M
1/96

Merriam Webster Dictionary- 41 copies - ISBN 0-87779-497-0

Action taken/comments:

Motion: Horn Second: Schwartz Vote: 4-0 approved

J. Approve 2018-19 CSBA Membership and Educational Legal Alliance Membership

The Board will be asked to approve the annual renewal of the Districts membership in CSBA and Educational Legal Alliance, which provide the GAMUT program.

Action taken/comments:

Motion: Schwartz Second: Beck Vote: 4-0 approved

VI. Public Hearing - 2018-19 Budget

The Board will conduct a public hearing on the proposed budget for 2018-19

The Public Hearing is the first of a two-part process to approve the annual budget. The 18-19 budget will be considered for approval at the June 20, 2018, meeting.

The hearing was opened at 6:58 PM. There is a positive certification based on the 4% beyond the required reserve. GUSD is deficit spending, but is continuing to build reserves because of one-time revenue (basic aid supplemental). Pres. Horn inquired about the amount designated to pay for enrichment, should MPF not be able to contribute. CBO Holden included some funds for this, assuming some contribution from MPF. There was a lengthy discussion about the budget implications of moving to one program. It is suggested by MPF Board President Beth Craven that the GUSD Board host a town-hall meeting in the fall to help families understand the budget and existence of reserves. The Board has requested that \$1.5 million be set aside as a reserve to cover enrichments in the event that donations decrease.

After determining there were not further questions or comments, Pres Horn closed the public hearing at 7:50 pm.

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A. Presentation of the 2018-19 Budget

CBO Wanda Holden reviewed the proposed 2018-19 budget. There was board discussion and stakeholder input. No action taken by the board.

Action taken/comments: No action taken

Motion: Second: Vote:

B. Review of Reserves

The Board will review and discuss the combined assigned and unassigned end fund balance above the minimum recommended Reserve for Economic Uncertainty, as necessary when reserve amounts exceed minimum recommended reserve requirements. There was board discussion and stakeholder input. No action taken by the board.

Action taken/comments: No action taken

Motion: Second: Vote:

VII. CLOSE PUBLIC HEARING - 7:50 PM

VIII. PUBLIC HEARING—2018-19 LCAP - 7:52 PM

The Board will conduct a public hearing on the proposed Local Control Accountability Plan as part of the State's new LCFF funding plan.

A. Presentation of the 2018-19 LCAP

Supt. Schwinn will present the proposed 2018-19 LCAP (Local Control Accountability Plan). The Board will review and discuss the site goals and annual progress towards their completion. The Public Hearing is the first of a two-part process to approve the LCAP. The 18-19 LCAP will be considered for approval at the June 20, 2018, meeting.

IX. CLOSE PUBLIC HEARING - 8:50 PM

X. GENERAL

A. Approve ELA Adoption TK-8th Grade

Over the last two years, Hillcrest Middle School and Gravenstein Elementary

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teachers and principals have compared and piloted several English & Language Arts (ELA) curriculum programs, and have settled on the programs they wish to adopt.

The Board will be asked to approve the following ELA adoptions:

- World of Wonder for TK
- Open Court (recent update) for K-5
- Study Sync for 6-8th grade

Action taken/comments:

Motion: Appling Second: Beck Vote: 4-0 approved

B. Approve Changes to Bell Schedule at Hillcrest

The Board is asked to approve changes to the bell schedule at Hillcrest Middle School, as presented, beginning the 2018-19 school year. The changes are intended to provide more continuity between students in the same grade levels, despite being in Traditional or Enrich!

Action taken/comments:

Motion: Horn Second: Schwartz Vote: 4-0 approved

C. Approve Changes to Bell Schedule at Gravenstein Elementary

The Board is asked to approve changes to the bell schedule at Gravenstein Elementary, as presented, beginning the 2018-19 school year. The minimal changes to the schedule are intended to add additional enrichment opportunities throughout the year, without reducing core instruction time or increasing the classroom teacher's instruction duties. The changes are also required to ease traffic congestion at drop off and pick up.

Action taken/comments:

This has been tabled until the June 20 board meeting to allow for additional GUTA input.

Motion: Second: Vote:

D. Review AR 1312.3 Uniform Complaint

The Board inquired at the May 9, 2018 Board meeting whether the District had an AR 1312.3 Uniform Complaint to accompany the Board Policy. The posted GUSD AR1312.3 is provided here for information only. No action required.

E. Approve Overnight & Water Related Field Trips for 2018-19

The Board will be asked to approve field trips planned for 2018-19 that include

GRAVENSTEIN UNION SCHOOL DISTRICT
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SEBASTOPOL, CA 95472

access to water and overnight field trips.

Action taken/comments:

Pres. Horn made the motion to approve overnight and water related field trips for 2018-2019.

Motion: Horn

Second: Schwartz

Vote: 4-0 approved

XI. PUBLIC COMMENT ON ITEMS IN CLOSED SESSION

No input for items in closed session.

Pres Horn adjourned meeting at 9:22.

XII. CLOSED SESSION

A. With respect to every item of business to be discussed in closed session pursuant to Section 54957.6:

1) Conference with Labor Negotiator

District Negotiator: Jennifer Schwinn, Superintendent

Represented Employees: Gravenstein Union Teachers Assoc.

2) Superintendent Evaluation

3) Hiring

-Spanish Teacher -Lisa Schurtz

-Hillcrest Secretary – Megan Bloom

-Elementary Teachers (2 permanent) – Alexis Grimm, Paul Carey

-Part-time Middle School Math (0.43FTE) – April McDonald

-Part-time Music Teacher – April McDonald

-Teaching Assistant

4) Superintendent Evaluation

XIII. OPEN SESSION

A. Any reportable action taken during closed session shall be reported when the Board comes back into open session.

B. Board took action to hire the following:

a. Alexis Grimm - Probationary Elementary Teacher (1.0 FTE)

b. Paul Carcy - Probationary Elementary Teacher (1.0 FTE)

c. April McDonald - Probationary Math Teacher (.57 FTE)

XIV. FUTURE BOARD MEETINGS:

I. Next Regular Board Meeting: July 11, 2018, 5 PM

A special Board Meeting is scheduled for June 20, 2018, to complete the two-part LCAP and Budget approval process.

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XV. ADJOURNMENT

ADA Compliance: In compliance with Government Code 54954.2(a), the Gravenstein Union School District, will, on request, make this agenda available in appropriate alternative formats to persons with a disability, as required by Section 202 of the American with Disabilities Act of 1990 (42 U.S.C. 12132) and the federal rules and regulations adopted in implementation thereof. Individuals who need this agenda in an alternative format or who need a disability-related modification or accommodation in order to participate in the meeting should contact Jennifer Schwinn, District Superintendent, Gravenstein Union School District, 3840 Twig Ave., Sebastopol, CA 95472. Telephone (707) 823-7008.

GRAVENSTEIN UNION SCHOOL DISTRICT
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SEBASTOPOL, CA 95472

SPECIAL GOVERNING BOARD
MEETING MINUTES
Gravenstein School, Rm. 13

Wednesday, June 20, 2018

I. CALL TO ORDER 5:07 PM

Present

- Jim Horn, President
- Desiree Beck, Clerk
- Steven Schwartz
- Jennifer Koelemeijer

Absent

- Gregory Appling

II. PUBLIC COMMENTS ON ITEMS IN CLOSED SESSION:

At this time the public may address the Board on any item not listed on the agenda. Presentations are limited to three minutes per person per topic. The Board may not respond to presentations. The public may address the Board on any item listed on the agenda at the time the matter is taken up by the Board.

GUTA President Beth Trivunovic presented the Board with a report related to closed session.

President Horn adjourned to closed session at 5:08 PM.

III. CLOSED SESSION

A. With respect to every item of business to be discussed in closed session pursuant to Section 54957.6:

- 1) Public Employee Discipline/Dismissal/Release
- 2) Conference with Labor Negotiator

District Negotiator: Jennifer Schwinn, Superintendent
 Represented Employees: Gravenstein Union Teachers Assoc.

IV. OPEN SESSION

Any reportable action taken during closed session shall be reported when the Board comes back into open session.

No reportable action in closed session. Closed session will be tabled until the end of the meeting.

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Pres. Horn moved to add item 7G to the agenda the approval of a PG&E Contract for the work at Hillcrest as, Schwartz seconded, 4-0 approved.

V. REPORTS, AND ORAL COMMUNICATIONS

A. Hillcrest Principal Report

I. 2018-19 Enrollment Forecast- revisited

The Hillcrest Traditional 6th grade enrollment is currently 23 students. Supt. Schwinn reported that this would only require one teacher in the 6th grade Traditional program. Hillcrest has been running two small 6th grade Traditional classrooms, including in 17-18. Mem. Koelemeijer inquired about one of the 6th grade teachers becoming a Teacher on Special Assignment to develop the STEAM model. Clrk. Beck expressed a desire to support small classes as the STEAM model is being developed. Pres. Horn requested that the July meeting include an agenda item that addresses curriculum and class configuration for Hillcrest 6th grade.

B. Gravenstein Principal Report

I. Summer School update: 1-3rd grade Academic Support & Kindergarten Blast Off!

There are 36 students enrolled in the summer camp and feedback has been positive.

VI. CONSENT AGENDA

ACTION ITEM

A. Communication

1. Sunshine letter from GUTA for the 2018-19 school year.
2. Sunshine letter from GUSD for the 2018-19 school year.

B. Accept resignation of TA, Chris Trusendi, effective immediately.

Action taken/comments:

Motion: Schwartz Second: Horn Vote 4-0 approved

VII. BUSINESS & FACILITIES

A. Approval of MOU w/ MPF for 2018-19

The Board will be asked to consider the proposed revised MOU with MPF for the 2018-19 school year.

Action taken/comments: *Table to the July 2018 meeting.*

Motion: Horn Second: Schwartz Vote 4-0 approved

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B. Approve MOU w/ West County Consortium for 18-19

The Board is asked to approve an annual contract with West County Special Ed Consortium, run by WCHSD, to provide an educational placement in 2018-19 for a student who was already in their program when his family moved to the Gravenstein District. The cost to the District is \$40,250 in 2018-19. This contract does not include cost for transportation, which is billed separately.

Action taken/comments: *The contract is not included in the board packet because it contains personal information about a student. The contract was shown to the Board during the meeting.*

Motion: Horn Second: Beck Vote 4-0 approved

C. Approve Removal from Inventory – Surplus Textbooks

The Board is asked to approve the removal of surplus *Imagine It!* textbooks and other materials from this old ELA adoption from Gravenstein inventory. Teachers will no longer use the materials now that we are adopting the updated Open Court ELA program at the elementary school.

Action taken/comments: *Mem. Schwartz inquired about what will happen with the books. Principal Pugno responded that the book buyer who contacted her was not interested in older editions, and she is not aware of any schools who would want them.*

Motion: Schwartz Second: Koelemeijer Vote: 4-0 approved

D. Approve Contract w/ School Loop for Websites

The Board is asked to approve a contract with School Loop to support our school and district websites.

Action taken/comments: *Principal Fichera reported that the new template provided by School Loop is Section 508 (ADA) compliant and has been used to create the updated District and school websites.*

Motion: Schwartz Second: Horn Vote: 4-0 approved

E. Approve the 2018-19 GUSD Budget

The Board will be asked to approve the 2018-19 budget as presented by CBO Wanda Holden.

This is the second of a two-part process to approve the annual budget, following the public hearing on the budget at the June 13, 2018 Board meeting.

*The budget has been posted as a separate attachment, and is available on the District website.

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Action taken/comments: *CBO Holden reviewed some updates to the budget since the hearing. Mem. Koelemeijer asked if this budget meets the reserve strategy. Pres. Horn responded that the "reserve for rainy day" was increased to cover enrichment for all students for five years, if donations stopped. Mem. Koelemeijer inquired about other reserve items and CBO Holden pointed out that there are new assignments included in the budget, outlining items that the reserve funds could be used for. Pres. Horn shared that these assignments can be changed. Mem. Koelemeijer inquired about the STRS and PERS increases and CBO Holden responded that the budget accounts for this.*

Motion: Schwartz Second: Koelemeijer Vote: 4-0, approved

F. Approve the 2018-19 LCAP

The Board will be asked to approve the 2018-19 LCAPs (Local Control Accountability Plans, as presented by Supt. Schwinn. This is the second of a two-part process to approve the LCAPs, following the public hearing on the LCAPs at the June 13, 2018 Board meeting.

*The Board received hard copies of the LCAPs at the June 13 meeting. The entire LCAPs are also posted on the District website.

Action taken/comments: *Supt. Schwinn reported that "industry standards" was changed to "industry best practices" and "transportation" was clarified to "home to school transportation." Mem. Schwartz inquired to Supt. Schwinn about how the LCAP might be shared in a succinct and easily digestible format. Supt. Schwinn responded that she can post the goals and action sheet, and can post the LCAP story and highlights separately.*

Motion: Horn Second: Beck Vote: 4-0 approved

G. Approve contract with PG&E for work at Hillcrest

The Board is being asked to approve a contract for PG&E to complete work required to replace the transformer at Hillcrest Middle School. The contract is for \$47,862.02.

Action taken/comments: *This contract needs to be executed immediately in order to ensure that the power will be restored to Hillcrest by August 12, 2018. This is not included in the GMP for the Hillcrest projects, but was an anticipated additional expense.*

Motion: Horn Second: Beck Vote: 4-0 approved

VIII. GENERAL

A. Set Board Meeting Date for July

The Board will review Trustee availability and see if we have enough for a quorum on July 11, 2018, or if a new meeting date will be needed.

Action taken/comments: *July 10, 2018, 5 PM will be the next regular GUSD Board Meeting.*

Motion: Schwartz Second: Horn Vote: 4-0 approved

B. Approve Changes to Bell Schedule at Gravenstein Elementary

The Board is asked to approve changes to the bell schedule at Gravenstein Elementary, as presented, beginning the 2018-19 school year. The minimal changes to the schedule are intended to add additional enrichment opportunities throughout the year, without reducing core instruction time or increasing the classroom teacher's instruction duties. The changes are also required to ease traffic congestion at drop off and pick up.

Action taken/comments: *Principal Pugno received feedback about the schedule proposed at the last meeting and presented four scheduling options that include options for adding instructional minutes to the Gravenstein schedule in order to provide additional enrichment opportunities for students in the Traditional program. Mem. Schwartz inquired to the Board and GUTA about a letter that GUTA provided to the Board indicating that GUTA would file an "Unfair Labor Practice" complaint if the minutes at Gravenstein were increased to allow Traditional students to have an enrichment each week. The GUTA negotiating team reported that they are in support of the idea of adding enrichment opportunities for the Traditional program, but request that the process include negotiations. Pres. Horn received permission from GUTA to discuss the content of previous negotiations. The District presented in previous negotiations a bell schedule that increased instructional time for 1-5th Traditional students, by 10 minutes per day to allow for additional enrichment opportunities for those students. GUTA countered with a proposal to increase enrichment time without extending the school day. The District contends it is in the best interest of students to maintain the current level of core instruction and add enrichment opportunities for traditional students. The District had proposed to negotiate the effect on teachers related to 10 minutes per day of instruction in exchange for an enrichment that is taught by an enrichment provider, and therefore, provides a 45 min prep period per week also. MPF asked what implications this would have for the MPF MOU and MPF contributions to enrichments. The schedule needs to be sent to the printer tomorrow in order to have it included in the handbook. Mem. Koelemeijer voiced that she is in favor of the additional 10 minutes for enrichment, but also feels that the teachers need to be taken into consideration. Pres. Horn is in favor of the additional ten minutes, in exchange for an added enrichment class.*

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Member Koelemeijer moved to approve "Option D," ten additional minutes for first through fifth grade Traditional program classes with no change to the lunch schedule.

Motion: Koelemeijer Second: Horn Vote: 4-0, approved

IX. FUTURE BOARD MEETINGS:

I. Next Regular Board Meeting: July 10, 2018— 5 PM

Mem. Schwartz inquired to GUTA about the "Unfair Labor Charge" being included in the packet and GUTA President Beth Trivunovic replied that it was still valid.

Pers. Horn moved to adjourn at 7:03 PM.

X. ADJOURNMENT

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Gravenstein Union School District 2018-19 SCHOOL YEAR CALENDAR

18-19 VII D
 Supt. Calendar
 J. Schwinn

clear
 days
 days

Board Approved:

☐ End of Progress Report Period
 ○ Reports Sent Home
 △ End of Trimester Report Period

Days of Instr
 Certificated Employee Workdays

13

23

11

23

4

5

4

2

4

1

1

20

| Month Year | S | M | T | W | Th | F | S | | Days of Instr | Certificated Employee Workdays |
|------------|----|----|----|----|----|----|----|---|---------------|--------------------------------|
| JUL 2018 | 1 | 2 | 3 | 4 | 5 | 6 | 7 | July 4 Independence Day Holiday | | |
| 9 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | | | |
| | 15 | 16 | 17 | 18 | 19 | 20 | 21 | | | |
| | 22 | 23 | 24 | 25 | 26 | 27 | 28 | | | |
| | 29 | 30 | 31 | | | | | | | |
| AUG | | | | 1 | 2 | 3 | 4 | Aug. 13 Teacher work day | | |
| 23 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | Aug. 14 Teacher work day | | |
| | 12 | 13 | 14 | 15 | 16 | 17 | 18 | Aug. 15 First Day of School | 13 | 15 |
| | 19 | 20 | 21 | 22 | 23 | 24 | 25 | | | |
| | 26 | 27 | 28 | 29 | 30 | 31 | | | | |
| SEPT | | | | | | | 1 | Sept. 3 Labor Day Holiday - No School | | |
| 19 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | Sept. 10 Local Holiday (Rosh Hashanah) - No School | | |
| | 9 | 10 | 11 | 12 | 13 | 14 | 15 | Sept. 13 Early Release Day | | |
| | 16 | 17 | 18 | 19 | 20 | 21 | 22 | Sept. 27 Early Release Day/ day 30 | 18 | 18 |
| | 23 | 24 | 25 | 26 | 27 | 28 | 29 | | | |
| | 30 | | | | | | | | | |
| OCT | | 1 | 2 | 3 | 4 | 5 | 6 | Oct. 5 No School for Students - Parent Conferences Progress Reports Given at Conference | | |
| 23 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | Oct. 11 Early Release Day | | |
| | 14 | 15 | 16 | 17 | 18 | 19 | 20 | Oct. 25 Early Release Day | 22 | 23 |
| | 21 | 22 | 23 | 24 | 25 | 26 | 27 | | | |
| | 28 | 29 | 30 | 31 | | | | | | |
| NOV | | | | | | 2 | 3 | Nov. 8 59th day of school - End of 1st Trimester | | |
| 18 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | Nov. 12 Veterans' Day Holiday - No School | | |
| | 11 | 12 | 13 | 14 | 15 | 16 | 17 | Nov. 20 1st Trimester Report Cards Sent Home | | |
| | 18 | 19 | 20 | 21 | 22 | 23 | 24 | Nov. 21-23 Thanksgiving Break - No School | 18 | 18 |
| | 25 | 26 | 27 | 28 | 29 | 30 | | | | |
| DEC | | | | | | | 1 | | | |
| 16 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | Dec. 13 Early Release Day | | |
| | 9 | 10 | 11 | 12 | 13 | 14 | 15 | | | |
| | 16 | 17 | 18 | 19 | 20 | 21 | 22 | Dec. 24 - Jan. 4 Winter Break - No School | 15 | 15 |
| | 23 | 24 | 25 | 26 | 27 | 28 | 29 | | | |
| | 30 | | | | | | | | | |
| JAN 2019 | | | | | | | 5 | Jan. 7 School Resumes | | |
| 19 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | Jan. 10 90th day of school - 2nd Trimester Progress | | |
| | 13 | 14 | 15 | 16 | 17 | 18 | 19 | Jan. 10 Early Release Day | | |
| | 20 | 21 | 22 | 23 | 24 | 25 | 26 | Jan. 21 Martin Luther King Holiday - No School | | |
| | 27 | 28 | 29 | 30 | 31 | | | Jan. 22 Progress Reports Sent Home | | |
| | | | | | | | | Jan. 24 Early Release Day | 18 | 18 |
| FEB | | | | | | 1 | 2 | Feb. 7 Early Release Day | | |
| 18 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | Feb. 11 Lincoln's Day Observed - No School | | |
| | 10 | 11 | 12 | 13 | 14 | 15 | 16 | Feb. 18 President's Day Observed - No School | | |
| | 17 | 18 | 19 | 20 | 21 | 22 | 23 | Feb. 21 Early Release Day | | |
| | 24 | 25 | 26 | 27 | 28 | 29 | 30 | Feb. 25 Day 119 & End of 2nd Trimester | 18 | 18 |
| MAR | | | | | | 1 | 2 | | | |
| 17 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | Mar. 6 2nd Trimester Report Cards Sent Home | | |
| | 10 | 11 | 12 | 13 | 14 | 15 | 16 | Mar. 7 Early Release Day | | |
| | 17 | 18 | 19 | 20 | 21 | 22 | 23 | Mar. 18-22 Spring Break - No School | 16 | 16 |
| | 24 | 25 | 26 | 27 | 28 | 29 | 30 | | | |
| | 31 | | | | | | | | | |
| APR | | 1 | 2 | 3 | 4 | 5 | 6 | Apr. 11 Early Release Day | | |
| 21 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | Apr. 16 150th day of school - 3rd Trimester Progress | | |
| | 14 | 15 | 16 | 17 | 18 | 19 | 20 | Apr. 19 & 22 Local Holiday (Easter) - No School | | |
| | 21 | 22 | 23 | 24 | 25 | 26 | 27 | Apr. 25 Early Release Day | | |
| | 28 | 29 | 30 | | | | | Apr. 29 Progress Reports Sent Home | 20 | 20 |
| MAY | | | | 1 | 2 | 3 | 4 | May 9 Early Release Day | | |
| 22 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | May 27 Memorial Day Holiday - No School | | |
| | 12 | 13 | 14 | 15 | 16 | 17 | 18 | May 29 Early Release Day | | |
| | 19 | 20 | 21 | 22 | 23 | 24 | 25 | May 30 Minimum Day | | |
| | 26 | 27 | 28 | 29 | 30 | | | May 31 Minimum Day Last day of school 3rd Trimester Report Cards Sent Home | 22 | 22 |
| JUNE | | | | | | | 1 | | | |
| 20 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | | | |
| | 9 | 10 | 11 | 12 | 13 | 14 | 15 | | | |
| | 16 | 17 | 18 | 19 | 20 | 21 | 22 | | | |
| | 23 | 24 | 25 | 26 | 27 | 28 | 29 | | | |
| | 30 | | | | | | | | 0 | 0 |
| | | | | | | | | | 180 | 183 |

35
 Board Approved 5/9/18
 225
 unpaid paid
 days days

50

BEFORE THE BOARD OF TRUSTEES
OF THE
GRAVENSTEIN UNION SCHOOL DISTRICT

In the Matter of Entering Into)
An Energy Service Design-Build) RESOLUTION
Contract Pursuant to) NO. 180710-1
Government Code)
Sections 4217.10 et seq.)
_____)

WHEREAS, the Gravenstein Union School District is a public agency authorized by Government Code section 4217.10 to enter into agreements to develop energy conservation, cogeneration and alternate energy supply sources at its facilities; and

WHEREAS, in order to enter into an energy service design-build contract, notice must be given and this Board must make specific findings; and

WHEREAS, this Board has held a regularly scheduled public hearing, public notice of which was given at least two (2) weeks in advance; and

WHEREAS, this Board has reviewed and received information sufficient to allow it to make the requisite findings set forth below.

NOW, THEREFORE, the Governing Board of the Gravenstein Union School District does hereby resolve, determine and order as follows:

1. The Governing Board of the Gravenstein Union School District makes the following findings:

(a) All of the recitals set forth above are true and correct and this Board so finds and determines.

(b) The anticipated cost of the energy conservation facility are less than the anticipated marginal cost to the District of standard energy services as evidenced in the attached Exhibit A.

(c) It is in the best interest of the Gravenstein Union School District to enter into an energy service design-build contract.

2. The Gravenstein Union School District Governing Board does hereby authorize the District Superintendent to enter into the attached Energy Service Design-Build Contract (Exhibit

B), pursuant to Governing Code section 4217.10 et seq., in an amount not to exceed \$ _____, for the design and construction of the Gravenstein Phase III Photovoltaic Project and the Hillcrest Improvements Increment 2 Photovoltaic project.

The foregoing Resolution was passed and adopted upon motion of Board Member _____, seconded by Board Member _____, at a properly noticed meeting of the Governing Board of the Gravenstein Union School District on the ____ day of _____, 2018, by the following vote:

| | | |
|--------|-------|-------|
| Member | _____ | _____ |
| Member | _____ | _____ |
| Member | _____ | _____ |
| Member | _____ | _____ |
| Member | _____ | _____ |

AYES: _____ NOES: _____ ABSENT/NOT VOTING: _____

I hereby certify the foregoing to be a full, true, and correct resolution duly adopted by the Governing Board of the Gravenstein Union School District.

Board President
Gravenstein Union School District

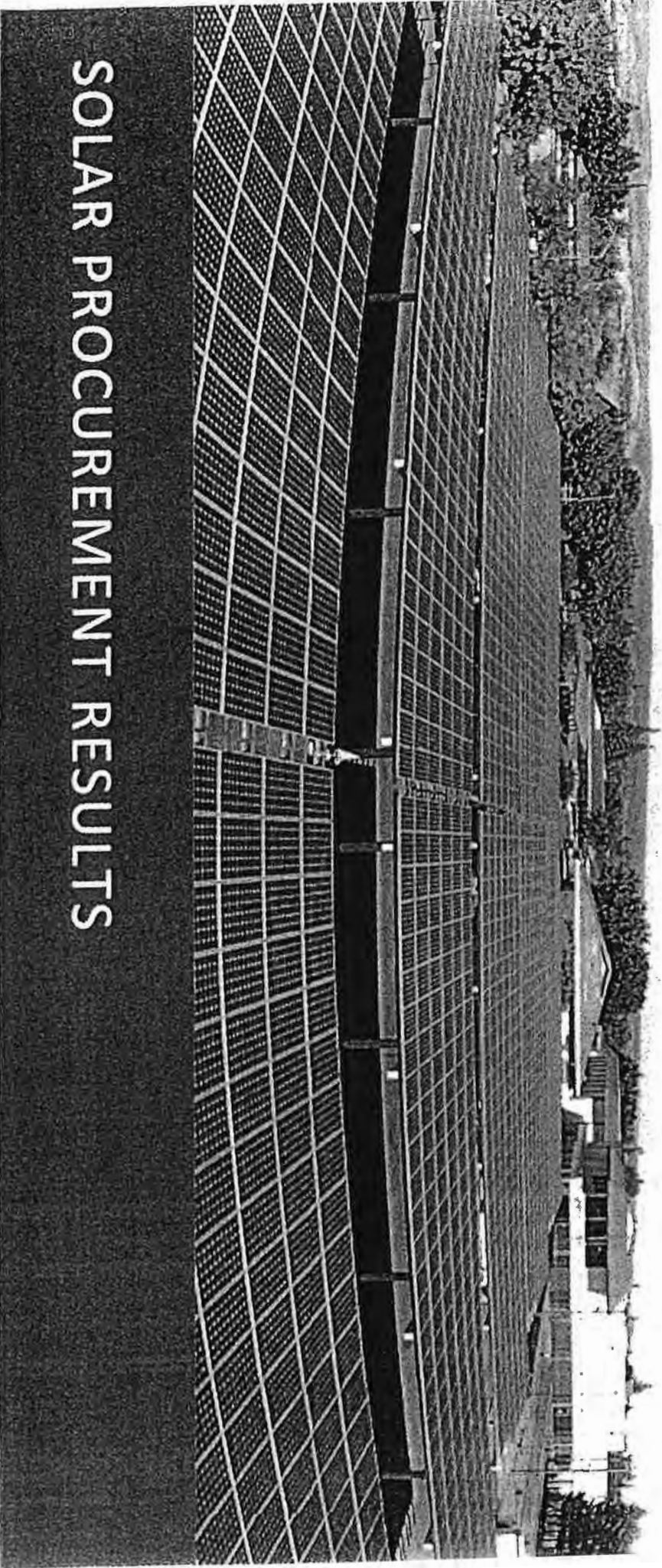
So Certified:

Secretary of the Board

EXHIBIT A

[Project Summary w/ Spreadsheet Attachment]

EXHIBIT B
[Master Design-Build Contract]



SOLAR PROCUREMENT RESULTS

Prepared for:
Gravenstein Union School District

Prepared by:
ARC Alternatives
July 2, 2018
San Francisco, CA

Exhibits
||



Table of Contents

1. Background
2. Summary of Proposals
3. Technical Evaluation
4. Economic Evaluation
5. Recommendation and Next Steps

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Introduction

Gravenstein Union School District (District) is considering the installation of Solar Photovoltaic (PV) systems to meet a portion of its energy requirements as well as help address some of its budgetary challenges by reducing its energy costs. Solar PV systems would offset electricity use at its facilities, with the primary objective of reducing electricity utility bills District sites.

An RFP for the Design, Installation, Operations, and Maintenance of Solar Photovoltaic Systems for the District was released on April 19, 2018. The RFP did indicate system locations and target sizes, based on plans that have been submitted to DSA. Preliminary solar PV plans were included with other site improvement projects that are occurring at both sites. Proposers were asked to base their designs off of these preliminary plans.

A Proposers' conference and bid walk was held on April 23, 2018 to provide Proposers an opportunity to see the sites, validate information provided in the RFP, and ask questions. Formal questions or requests for clarification were submitted by May 4, 2018.

Three addenda to the RFP were issued following the bid walk and Q&A period. These addenda clarified some of the site conditions, proposal forms, and utility data, and specific permitting requirements surrounding the rooftop of Gravenstein Elementary.

Two proposals were received on May 18, 2018 from Sunworks and REC Solar. Clarifications were made with Sunworks on June 20, 2018 and an alternate proposal was submitted by Sunworks as requested by the District as a result of the discussions.

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Evaluation Methods

To form the preliminary score, the proposals are reviewed and scored based on the relative strengths of the proposer's Qualifications and Experience, Approach, Project Economics, and Proposer financial strength. To evaluate project economics, we consider the net benefit of each proposal accounting for construction costs, system production, and the value of energy savings produced by the system. Proposals are judged based on the net economic benefit of their proposal over the 25 year expected useful life of the system. The Evaluation process follows the flow chart below.



↑
WE ARE HERE

Proposals Received

The District received two compliant proposals in response to the RFP. Both proposals were within production target expectations utilizing systems that ranged in total capacity from 167 kW to 173 kW. Proposers offer Tier 1 overseas-made solar panels and inverters with large installed bases and long histories of performance. REC energy includes a robust third-party monitoring system, however only 5 years of data subscription is included in their pricing.

| Category | Sunworks Primary | Sunworks Alternate | REC |
|-----------------------------------|--|---|--|
| System Type | Roof at Gravenstein (GES), Carport at Hillcrest (HMS) | | Roof at Gravenstein (GES), Carport at Hillcrest (HMS) |
| Racking | Roof - SnapNrack 100UL, Carport - MBL, MBarC or ESP | Roof - SnapNrack 100UL, w/ tilt kit Carport - MBL, MBarC or ESP | Rooftop - Unirac or Renusol, Carport - TBD |
| System Size (kW DC) | 173.00 kW (71 kW at Gravenstein, 102 kW at Hillcrest) | | 167.67 kW (80.19 kW at GES, 87.38 kW at HMS) |
| Panel Manufacturer | Canadian Solar KuMax CS3U-370MS | | LG Electronics Inc. LG405N2W-A5 |
| Panel Size (W) | 370 | | 405 |
| Number of Panel's | 470 | | 414 |
| Inverters | SolarEdge | | Solecra PVI 36TL |
| System Monitoring | SolarEdge Monitoring Platform, inverter integrated | | Green Power Monitor, third party |
| Est. First Year Production (kWh) | 241,830 (85% offset at GES, 106% offset at HMS) | 248,900 (90% offset at GES, 106% offset at HMS) | 244,558 (95% offset at GES, 99% offset at HMS) |
| Annual Degradation Rate | 0.50% | | 0.50% |
| Yield (kWh/kW) | 1,398 | 1,438 | 1,459 |
| Construction Cost | \$568,000.00 | \$575,000 | \$829,083.00 |
| Construction Cost Cost/Watt | \$3.28 | \$3.32 | \$4.94 |
| 10 Yr. Performance Guarantee Cost | \$2,000 | | Included in Capital Costs |
| 10 Yr. O&M Cost | \$40,696.77 | | \$106,473 |

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Proposal Details and Assessment

Below is a discussion of key points in each proposal.

Sunworks –

- They increased the module size at HMS to reduce the overall structure size providing an overall system savings.
- HMS carport installation would occur Summer 2019
- Roof installation at GES proposed as submitted to DSA, production appears conservative
- Alternate proposal as requested to add tilt to rooftop installation to improve yield
- GES would occur during the school year, with an estimated completion date of March 2019
- Production guarantee 95% of expected output, 5 year true up period, at estimated production value
- Lengthy exclusions, but all are compliant with direction given to bidders to keep costs low or clarified
- Reference projects similar in scope/size as Gravenstein

REC Solar –

- Increased the module size at both HMS & GES to reduce the overall structure size providing an overall system savings
- HMS carport would occur Summer 2019
- GES install would occur during the school year, with an estimated completion date of ~June 2019
- Production guarantee 95% of expected output, 2 year true up period, at \$0.08/kWh
- Lengthy exceptions to agreement, would require legal review

Non Economic Proposal Ranking –

Based on the observations discussed above, ARC alternatives internally ranked the proposals resulting for each of the evaluation criteria.

| Scoring Criteria | Sunworks | REC Solar |
|--------------------------------------|----------|-----------|
| Qualifications and Experience | 1 | 2 |
| Approach | 1 | 2 |
| Financial Strength | 1 | 1 |
| Non-Economic Proposal Ranking | 1 | 1 |

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Economic Evaluation Assumptions

In order to ensure all proposals are compared equally in the evaluation, we used consistent assumptions to model the economic effects of implementation. This is especially important because each proposed system is slightly different in terms of size and production. While helpful, looking at simple metrics such as construction cost and the levelized cost of energy would not provide the insights required to evaluate the economics of the project.

Of note, our analysis is based on PG&E's general rate case proposal currently being evaluated by the CPUC. The analysis assumes 8 years of TOU grandfathering based on the submittal of interconnection applications in December 2017 and the likely date of operation in September of 2019.

This evaluation does not consider financing and considers capital costs to be an up-front expense in "year zero" of the analysis since project will be funded from modernization and Prop 39 funds. If actual financing will be different, ARC will follow-up with more detailed project cash flows using the costs in the winning proposal.

Costs as proposed without modification or adjustment are used as the basis of the analysis.

Key assumptions for the economic modeling are as follows:

| Assumption | Value |
|-------------------------|---|
| Utility Escalation Rate | 3.0% per year |
| Panel Degradation Rate | Per proposal, both use 0.5% per year. |
| TOU Periods and Rate | 8 years of TOU grandfather transitioning to TOU periods defined in the ongoing General Rate Case. |
| Financing | None, for evaluation purposes. |
| PM/Overhead/Contingency | None, for evaluation purposes. |

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Net Benefit Comparison

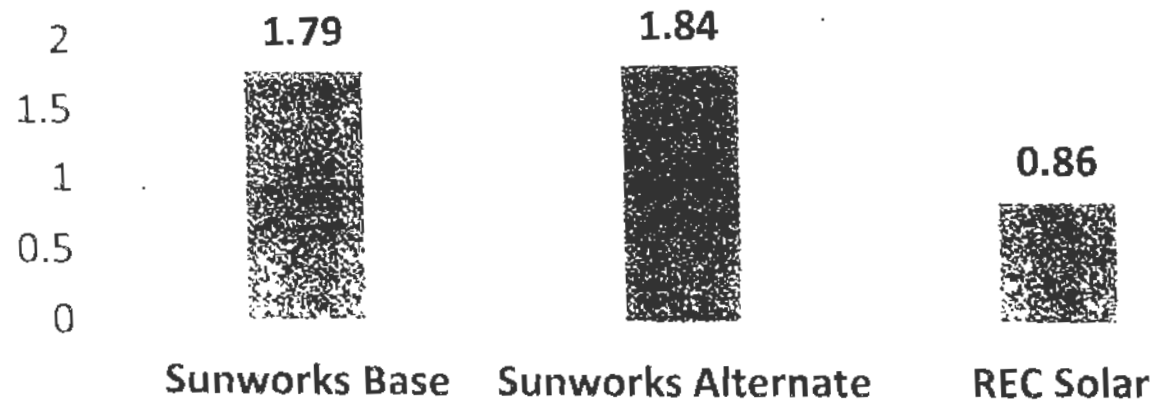
The table below shows the comparison of the two proposals. Each cost component of the proposal pricing (construction, performance guarantee, and operation and maintenance), utility bill savings, and net benefit are included. Our ranking of proposals is based on the net benefit to the District of the carport proposals, as that metric most closely represents the financial benefits that will accrue to the District.

The modeling confirms that although Sunworks guarantees a slightly lower production from their systems resulting in roughly \$30,000 less bill savings over 25 years, the lower construction costs results in a net benefit that is roughly \$300,000 higher than REC Solar. The net savings to investment ratio for each project is shown in the lower figure, confirming Sunworks as the more cost effective project.

| Proposer | Construction Costs | Performance Guarantee Costs | 10 Years Operation and Maintenance Costs | Total Cost | 25 Year Life Cycle Utility Savings | 25 Year Life Cycle Cumulative Net Benefit |
|----------------------|--------------------|-----------------------------|--|--------------|------------------------------------|---|
| Sunworks Base (flat) | \$568,000.00 | \$2,000.00 | \$40,696.77 | \$610,696.77 | \$1,703,282 | \$1,092,585 |
| Sunworks Alt (tilt) | \$575,000.00 | \$2,000.00 | \$40,696.77 | \$617,696.77 | \$1,751,600 | \$1,133,903 |
| REC Solar | \$829,082.72 | \$0.00 | \$106,472.95 | \$935,555.67 | \$1,733,069 | \$797,513 |

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Savings to Investment Ratio



Recommended Proposer

Both Proposers submitted strong proposals. Both companies have the experience and staff to deliver a successful project for the District. Our evaluation process yields Sunworks as the strongest proposal for several reasons, and the Alternate Proposal is recommended.

- The Sunworks proposal has the highest economic benefit, resulting in 37% more savings than the REC Solar proposal
- The Sunworks alternate proposal adds 4% more economic benefit
- Sunworks has strong qualifications and identified several relevant reference projects
- The staff identified on this project are have deep solar experience and will provide continuity throughout the project.
- Sunworks demonstrated a clear understanding of the project’s scope and challenges.

Based on the results of our analysis, **ARC Alternatives recommends award of contract to Sunworks for a tilted roof system at Gravenstein Elementary and carport shade structure at Hillcrest Middle School..**

Combining the technical and economic elements of the evaluation discussed in the prior sections of this report results in the scoring shown in the table below:

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| Scoring Criteria | Sunworks | REC Solar |
|------------------------------------|-------------|-------------|
| Qualifications and Experience | 26.0 | 23.3 |
| Approach | 14.6 | 13.0 |
| Financial Strength | 10.0 | 10.0 |
| Non-Economic Proposal Score | 50.6 | 46.3 |
| Economic Benefit | 40.0 | 29.2 |
| Complete Proposal Score | 90.6 | 75.5 |

EXHIBIT A
Energy Cost Analysis

Analysis of the proposed solar projects at the Gravenstein Unified School District shows that the projects will decrease the levelized cost of energy to the District. The District is forecasted to spend \$2,009,254 for electricity over the 25-year analysis period without the solar projects and roughly \$875,350 for the same amount of electricity with the solar projects, resulting in an expected savings from the projects of \$1,133,903. The addition of the solar projects reduces the levelized cost of energy from roughly \$0.32/kWh to \$0.14 for the analysis period. Results are shown in the table below. It is our opinion that the proposed solar project complies with the energy savings requirements of Government Code section 4217.12.

| Life Cycle Solar Portfolio Analysis [1] | Gravenstein Elementary School | Hillcrest Middle School | Total |
|---|----------------------------------|----------------------------|--------------------|
| <i>Analysis of Sites without Solar</i> | | | |
| Life Cycle Energy Consumption | 2,932,700 | 3,366,233 | 6,298,933 |
| Total Life Cycle Energy Costs without Solar | \$904,051 | \$1,105,203 | \$2,009,254 |
| Blended Levelized Cost of Energy without Solar | \$0.31 | \$0.33 | \$0.32 |
| <i>Analysis of Sites with Solar</i> | | | |
| Life Cycle Solar Production | 2,496,523 | 3,366,233 | 5,862,756 |
| Life Cycle Utility Costs with Solar | \$178,699 | \$78,955 | \$257,654 |
| Life Cycle Costs of Solar | \$230,049 | \$387,647 | \$617,697 |
| Total Life Cycle Costs of Solar | \$408,748 | \$466,602 | \$875,350 |
| Blended Levelized Cost of Energy with Solar | \$0.14 | \$0.14 | \$0.14 |

[1] The Life Cycle of the solar analysis is 25

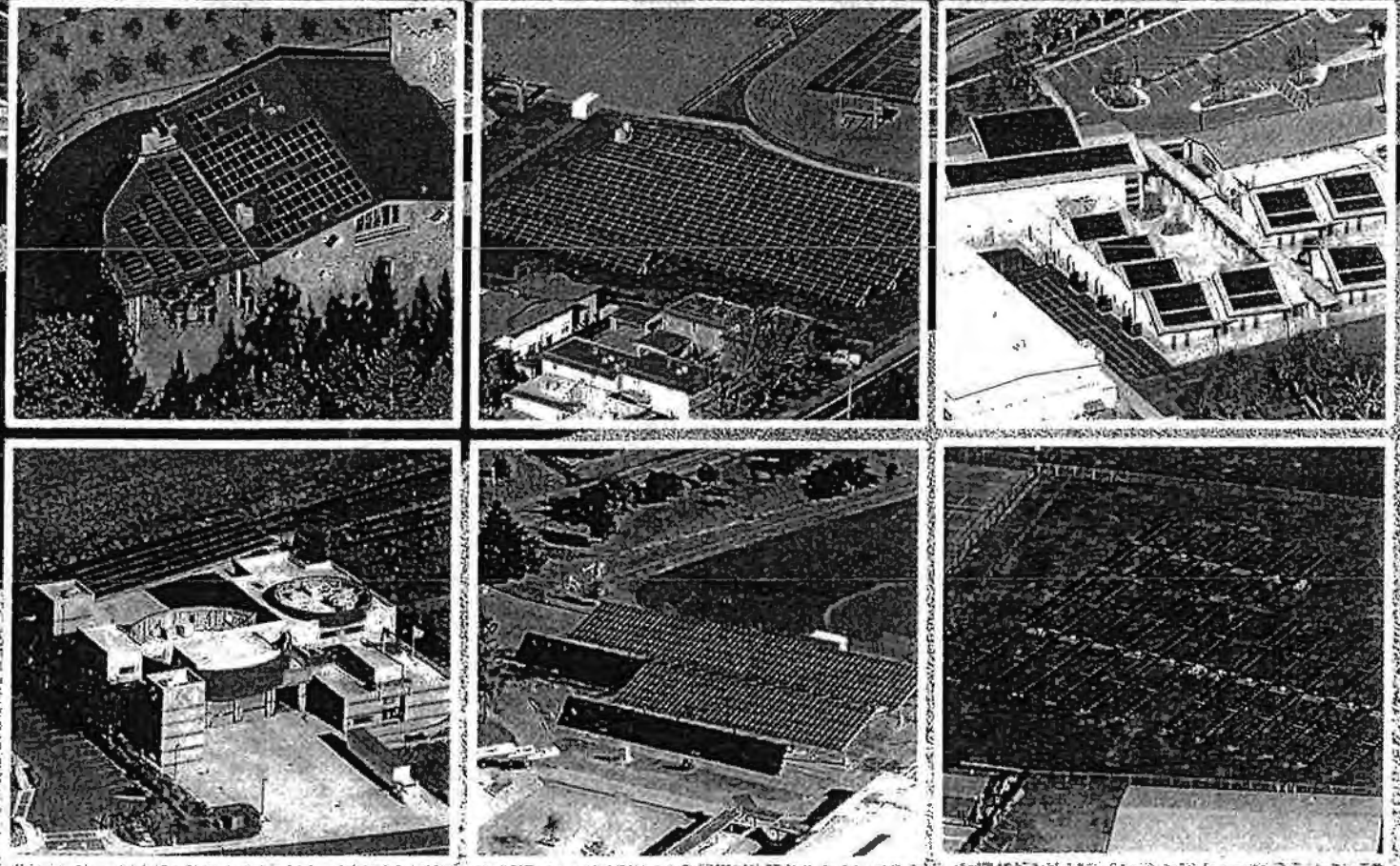


GRAVENSTEIN UNION SCHOOL DISTRICT

Acquisition of Solar Photovoltaic Systems RFP

June 27, 2018

Tu Anh Tran
Director of Business Development
1030 Winding Creek Rd. Ste. 100
Roseville, California 95678
702.521.7814
ttran@sunworksusa.com



1. Cover Letter

June 27, 2018

Tu Anh Tran
Director of Business Development
1030 Winding Creek Road Ste 100
Roseville, CA 95678

Curtis Schmitt
Principal
ARC Alternatives

Subject: Gravenstein USD Acquisition of Solar Photovoltaic Systems RFP

Mr. Schmitt,

Sunworks is pleased to submit our technical and cost proposal through this transmittal letter to ARC Alternatives/Gravenstein Union School District in response to the Solar PV Systems Request for Proposal (RFP).

Established in Northern California since 1983, Sunworks has successfully demonstrated that it is a trusted and reliable turnkey solar solutions provider. We are the leader in solar solutions as our solar arrays incorporate the latest advancement in solar modules and their associated equipment, and coupled with competitive pricing and diverse financing options, thereby making the decision to go solar environmentally and financially sensible.

We have reviewed the Solar RFP and compiled the following proposal in accordance with the requirements set forth therein. We agree to be bound to and comply with the requirements of the RFP and the content of this proposal. We will hold our pricing for 90 days from the date of the submission, unless otherwise stated in the RFP.

The contract negotiations will be facilitated by Charles Cargile – Sunworks' Chief Executive Officer, or Abe Madrid, Director of Constructions.

Sunworks would like to thank you for the opportunity to respond to the RFP. We look forward to the contract recipient announcement.

Sincerely,



Tu Anh Tran
702-521-7814
ttran@sunworksusa.com

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2. Proposer Qualifications and Experience

A. Executive Summary

Sunworks respectfully submits our response to the Gravenstein Union School District Solar PV RFP. Sunworks, Inc. is located at 1030 Winding Creed Road, Suite 100, Roseville, CA 95678. Our firm's proposal contact is Tu Anh Tran, Director of Business Development, with the following contact information, tran@sunworksusa.com, 702-521-7814.

Sunworks has a full understanding of the commitment needed to fulfill the scope of work as requested in the Gravenstein Union School District's Solar Photovoltaic Systems RFP. Sunworks is an industry leader in providing turn-key solar solutions for commercial and public works clients, with more than 250 mW of installed capacity. We recognized that every commercial and public works solar project is unique. Our highly skilled staff of project developers, project managers, superintendents, electrical design engineers, and operations and maintenance personnel sets us apart from our competitors, as we're able to overcome the difficult challenges that often arise in construction and solar projects. Our project management team is empowered to make well-thought, rapid operational decisions that are in the best interests of your organization. This management approach ensures transparency, flexibility and responsiveness to ensure your project is completed on schedule and on budget.

We understand that all construction projects have inherent risks and uncertainties. Sunworks will work with you to mitigate these risks by careful planning, open communication and effective execution. We will be quick to adjust as necessary and will provide full disclosure and thorough communication throughout the project. In so doing, we endeavor to mitigate the inherent risks and uncertainties.

Sunworks is a public company, traded on the NASDAQ exchange under the symbol SUNW. As a public company we are subject to rigorous rules surrounding internal controls, public reporting of financial results and ethical behavior. Our financial statements are subject to independent auditor review/audit every quarter, are filed with the Security and Exchange Commission and available for all to see. We embrace this accountability and believe it gives us greater credibility and transparency in our relationship with customers.

Business Description

As a third generation, electrical contractor with more than 30 years of experience under its current license, Sunworks is unique in the solar installation field. We have more than 20 years in the agricultural, industrial, commercial and public works fields, having built or re-modeled hundreds of facilities in the Western states.

At last reporting, Sunworks holds more than \$9 million in liquid capital usable as collateral for product procurement. Sunworks is among the top 10 solar development and EPC companies in California. The company has installed more than 250 MW since the company's founding, and 70 MW this year alone. Sunworks employs more than 275 people at nine locations, including California, Oregon, Washington, Nevada, Texas, Utah, Massachusetts and Florida. One hundred percent of Sunworks' staff is dedicated to the deployment of solar PV. Since our system design and construction are done in-house, rather than through outside contractors, we can better control quality and ensure streamlined and more effective project management than solar installation firms that subcontract this work.

With every installation, we provide our customers with the highest quality products available, installation in accordance with industry leading practices and maintenance that exceeds manufacturers' recommendations. These three factors combine to produce systems that generate more energy for our customers than any other contractor can offer, and thereby lower the true cost per

kilowatt-hour delivered. Our company goal is to become the solar industry's leading provider of renewable energy generation systems to public entities.

With each project, our design team gives detailed attention to the needs of the customer. From system placement, conduit routing and point of connection, to staging and scheduling, every aspect of our contract execution is meticulous in its effort to deliver a system that is of the highest value to the owner.

In summary, Sunworks' services and performance is unmatched and unparalleled in the Western region of the US. We have demonstrated our ability to achieving successful EPC projects since winning our first contract over a decade ago, and in electrical construction for over 3 decades. We will carry out all contract responsibilities in the highly professional and successful manner that our clients have become accustomed. With our proposal, we offer Gravenstein School District a truly best-in-class solution designed to meet your renewable energy needs and budget. By selecting Sunworks, Gravenstein School District is guaranteed to a successful solar project according to project schedule and budget.

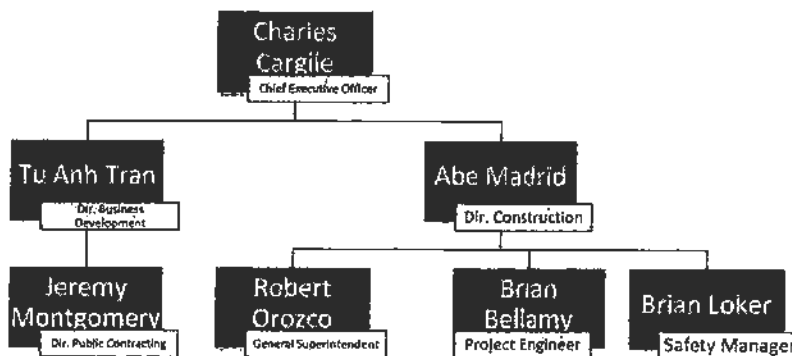
B. Organization and Resources

Sunworks United Inc. holds a contractor's license #441690 in the state of California with the following classifications: A, B, C10 & C46. This contractor's license is more than 30 years old at the time of proposal and has remained active with the holder's family for multiple generations. Please see **Appendix A** for a copy of our contractor's license and the origination date.

CA Corporation # 3301590
 CSLB License # 441690
 DUNS # 070032374

Sunworks United Inc. does business as Sunworks and is a wholly owned subsidiary of Sunworks Inc. There are no anticipated changes in corporate structure or ownership. As a publicly traded company, Sunworks Inc. submits SEC financial filings and they are available on the internet at www.sunworksusa.com.

As a company, we pride ourselves on having teams of experts with exceptional passion for the business of building and constructing solar energy systems. Our people create a culture defined by dedication and commitment to quality construction practices that always exceed industry standards and uphold our ideals of ethics and safety. Sunworks fields a diverse and seasoned workforce that includes distinguished veterans who are devoted to providing the very best customer experience.



The above organizational chart displays the structure of our project development and construction teams. Upon an award announcement, the project's operational-related communications will be directed to Abe Madrid, our Director of Construction (amadrid@sunworksusa.com, 916-409-6900). He will initiate the project management process, including contract details and negotiations between Sunworks and your organization.

We provide individual resumes of key project management personnel in **Appendix 2**.

Charles Cargile – Chief Executive Officer

Charles (Chuck) Cargile joined the Directors of Sunworks in October of 2016 and was named Chief Executive Officer in April of 2017. Prior to joining Sunworks as Chief Executive Officer in March 2017, Charles Cargile served as Senior Vice President, Chief Financial Officer and Treasurer of Newport Corporation from October 2000 until April 2016, when Newport was acquired by MKS Instruments. At Newport Mr. Cargile was responsible for all accounting, financial reporting, tax, treasury, investor relations and information technology functions. In addition, Mr. Cargile led Newport's efforts in strategic planning, mergers, acquisitions and divestitures. Prior to joining Newport, Mr. Cargile was Vice President, Finance and Corporate Development for York International Corporation (now a division of Johnson Controls, Inc.), a manufacturer of air conditioning and refrigeration products. He joined York in November 1998, and served in a number of executive positions, including Corporate Controller and Chief Accounting Officer, until his promotion to Vice President, Finance and Corporate Development in February 2000. Prior to joining York, Mr. Cargile was employed by Flowserve Corporation, a global company engaged in the design, manufacture, distribution and service of industrial flow management equipment, in various positions, most recently as Corporate Controller and Chief Accounting Officer from February 1995 to November 1998. Mr. Cargile serves on the Board of Directors and as chairman of the compensation committee for Photon Control and is certified as a Professional Director by the American College of Corporate Directors. Mr. Cargile has his undergraduate degree in Accounting from Oklahoma State University and a Master's in Business Administration from the Marshall School of Business at the University of Southern California.

Tu Anh Tran – Director of Business Development

With a decade of expertise in contract acquisition and program management, Tu Anh brings broad functional experience as part of the Sunworks team. She has diverse experience in managing various aspects of a successful solar project completion in addition to playing other critical advisory roles in the solar industry. Tu Anh's contact information is included in the *Company Overview* section.

Abe Madrid – Director of Construction

As a seasoned veteran, both in the U.S. military and in construction management, Mr. Madrid has more than 20 years in management and construction services. He has a no non-sense attitude that keeps suppliers and sub-contractors moving forward, toward the goal of delivering each project ahead of schedule. At Sunworks, Abe spearheads the construction team to successfully finished some of the most challenging projects the company has ever completed, evidenced by the recognition and praises Sunworks has received over the years from its clients. Many of Abe's projects were solar installations for school districts in California. Prior to Sunworks, at Davis Reed Construction, Mr. Madrid received recognition for his work to reduce the duration of the design and permitting process for a \$24M design/build hotel which allowed construction to close on time.

At Flintco-Flintco Pacific-Flint Builders, under his management, he won the organization's coveted CW Flint "National Project of the Year," an annual project award that measured profitability, schedule, customer service and safety records. Similarly, while at Toll Brothers, he rose quickly

through the ranks from Assistant Superintendent to Project Manager while delivering \$40M of homes per month at the height of the housing boom.

Jeremy Montgomery – Director of Public Contracting

With more than a decade in electrical construction management, Jeremy has demonstrated ample ability to deliver projects on time and on budget. He has assembled a team equally capable managers that he oversees and together they bring more than 60 years of combined experience to each project. They focus on executing each contract with the goal of delivering an array that produces the maximum amount of energy possible and thereby the greatest value to our customers. Jeremy has been with Sunworks since 2005, overseeing public works construction, estimating and design.

Robert Orozco – General Superintendent

Robert has more than 3 decades in electrical construction management, overseeing field crews in excess of 150 people at a time. Robert works to maintain crew loyalty and work ethic through positive reinforcement along with mentorship. As a local to the surrounding area, he has lived and worked in the Roseville for more than twenty years.

Brian Bellamy – Project Engineer

Mr. Bellamy has been in the solar industry since 2008. He has a wide range of experience in residential and commercial solar design that includes conducting site surveys, production analysis, layout design, plan set creation, and providing technical support for installation crews. He is proficient with both AutoCAD as well as Helioscope software. Additional responsibilities have included design reviews for other designers as well as commercial cost estimation. Brian has bachelor's degree in Electrical Engineering and is NABCEP certified.

Brian Loker, CSMS – Safety and Compliance Supervisor

With over six years in electrical construction and safety, Brian is a natural fit for leadership in our Safety and Compliance Department. He has working experience as an electrician, heavy equipment operator, crew lead and safety officer. Mr. Loker has a passion for creating a safe working environment and reinforcing a safety culture among Sunworks' installation teams. He holds several safety certifications, including OSHA 5109, 5119, Core Safety, Management and Technical Safety Certificates. Mr. Loker is also an Ives Certified Trainer.

C. Subcontractors and Suppliers

Carports

As a technology-agnostic company, Sunworks continuously scans the market for the best products at the most competitive pricing. Therefore, we propose the following carport vendors:

- MBL, MBarC or Elevated Solar for carports
 - MBL Energy is a design build contractor specializing in the design and construction of solar energy projects. With over 15 years of experience, MBL has designed and installed over 300 megawatts of Solar PV throughout the United States, including installations of parking canopies, roof mount, DSA, ground mount, specialty projects, and trackers. www.mbl-energy.com
 - As a world-class contractor, M Bar C Construction was formed to serve the increasing demands of commercial, government and industrial customers. The company has been installing carports since 1975 and solar structures since

- 1997. M Bar C Construction installs 30-40 Megawatts of solar canopies every year. <https://mbarconline.com/>
- o Elevated Solar Performance, Inc. ("ESP") is founded by leaders in the turn-key delivery of solar energy carport systems. ESP comprises of licensed architects and contractors (CSLB# 1022403, B, C10, C46) focused entirely on solar carport projects. As California DSA specialists with Pre-Check Systems, partner fabricators, and nearly 15 combined years of DSA installations, ESP's managers have completed over 100 MW of solar carport installations on approximately 150 sites.

Depending on the current market conditions at the time of procurement and product deployment, we will use products from the proposed manufacturers above or of an equivalent brand, to ensure that we are able to guarantee maximum financial savings to you. With our extensive history of working on projects in California, we have experienced with all AHJs in the project areas, from northern to southern CA, using the proposed equipment above and going through permitting for all of our project for various types of solar arrays, including carport, portables, roof and ground mount.

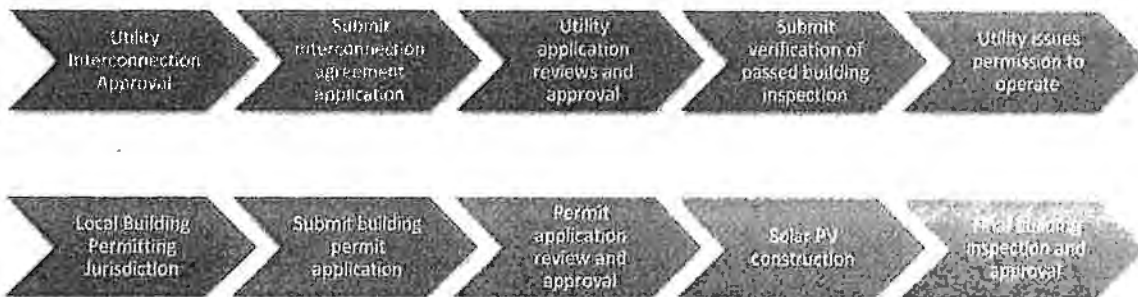
D. Project Experience

Utility Interconnection and Permitting

Started out as an electrical contractor more than 3 decades ago, and solar installer for the last 10 years, Sunworks has worked with all local utility providers in the state of California. Specifically, we have interconnected hundreds of projects with PG&E, as well as dozens of projects with Southern California Edison and Sacramento Municipal Utility District. Our projects range from residential to megawatt-scale projects that had ribbon cutting ceremonies that PG&E marketing staff participated in. Sunworks devotes an entire department of experts and personnel, staffed partially by former PG&E EGI reps, dedicated to managing the interconnection and permitting process. Our familiarity with interconnection includes NEM, NEM-A, NEM-MT, RES-BCT, FIT, SGIP.

Sunworks is proactive in our management of the permitting process, working collaboratively with agencies to help facilitate the needs and requests of the reviewing parties. Sunworks has worked with all permitting agencies in the state of California.

We have extensive relationships with equipment vendors that help us to deliver projects on time and on budget. This construction activity brings with it broad experience to aid the speed of installation, ensuring a fast and success project completion.



Sunworks prides itself on having its design, engineering and construction teams in house, allowing for better control on construction quality, procurement pricing and safety. To demonstrate the history and

details of our company's experience with distributed generation scale PV plants, we list the following project references.

Summary of selected Sunworks solar projects by size

| Project Name | Size | Project Cost | Array Type |
|---------------------------------------|---------|--------------|---------------------------------|
| Fresno Unified School District | 9 mW | \$26,000,000 | Roof, carports and ground mount |
| CA DGS Phase 8 | 8.5 mW | \$18,500,000 | Carport and ground mount |
| Jackson Family Wine Portfolio | 2.7 mW | \$5,800,000 | Roof mount |
| Butte County Rice Growers Association | 2.49 mW | \$5,500,000 | Ground mount |
| Double D Farms | 2.1 mW | \$4,127,062 | Fixed tilt ground mount |
| Meirinho Dairy | 1.9 mW | \$4,001,000 | Ground mount |
| Napa Valley Unified School District | 1.07 mW | \$2,500,000 | Carport and ground mount |
| City of West Sacramento | 1.65 mW | \$3,466,000 | Carports and roof mount |
| Bucra Rice | 1.5 mW | \$3,596,400 | Ground mount |
| Los Altos School District | 1.4 mW | \$4,350,000 | Carports |
| Baldian Packing Co. | 1.31 mW | \$2,533,224 | Roof mount |
| U.S. Gypsum | 1 mW | \$2,014,000 | Single-axis tracker |
| Sun City Lincoln Hills HOA | 1 mW | \$2,150,220 | Carports |
| Roseville Community Solar | 1 mW | \$2,225,000 | Ground mount |
| Durham School District | 0.5 mW | \$1,266,749 | Ground mount |
| Delicato | 0.4 mW | \$800,000 | Roof and ground mount |

Additional and details of selected Sunworks solar projects

CA DGS Phase 8 / Forefront Power Portfolio

8.5 mW at multiple locations, carport and ground mount
\$18,500,000

Nate Roberts – Development Manager – nroberts@forefrontpower.com, 415-766-8651

This project supports an initiative from the end-customer to reduce costs and meet recent renewable energy goals. We design, engineer, procure and install a combination of parking canopy and ground mount solar solutions at multiple locations for a portfolio project for Forefront Power.

Los Altos School District

1.5 mW, 9 sites, all carports
\$4,350,500

Completed February 2018

Contact: Nate Roberts – Development Manager – nroberts@forefrontpower.com, 415-766-8651

Working in conjunction with Forefront Power as the financier, we installed more than 1.5MW of solar arrays for the Los Altos Unified School District. We were responsible for guiding the engineering and DSA approval process while keeping the project moving forward at each of the 9 sites.

Meirinho Dairy

1.9 mW, ground mount
\$4,001,000

Contact: Larry Meirinho – Owner - lbrn5656@aol.com - 209-652-9780

Sunworks developed and installed a ground mount solar array that will allow the dairy farm to offset 90% of their annual electrical needs. With a highly-efficient solar array consisting of 5670 solar panels, RapidRack ground mount and 21 Solectria inverters, Meirinho Dairy is able to reduce occupying crucial farming space for the solar system by over 2 acres of viable farm land. In addition, using Net Energy Metering Aggregation (NEMA), a total of 16 utility meters will be assimilated, allowing Meirinho Dairy to connect meters across the facility's infrastructure and back to a single meter.

Sun City Lincoln Hills Community Association

949kW at 1 location, all carports
Completed 2015

Chris O'Keefe – Managing Director – chris.okeefe@sclhca.com 916-625-4060

In July of 2015, we began construction on a 949kW DC system for the Sun City Lincoln Hills clubhouse. The project was financed as a pre-paid PPA through Technology Credit Corp, with Sunworks acting as the developer/contractor. Our sub-contractors were M-bar-C for the carport installation and Hardcore Construction for the underground work.

Jackson Family Wines – La Crema Winery

937kW on 2 buildings
Completed 2015

Julien Gervreau – Sustainability Director – Julien.gervreau@jfwmail.com

In late 2015, we completed installation of more than 900kW of solar arrays for Jackson Family Wines at their La Crema Winery in Windsor, CA. We have continued to provide operations and maintenance services for the system as well as 5 other PV installation for JFW. To date, we have installed more than 3MW of solar for JFW and continue to be a valued vendor for their sustainability efforts.

Mission College Gilmore Bldg, Santa Clara, CA

144.9kW on the new Main Building
Completed August of 2013

At the end of August 2013, we completed the installation of 144.9kW of roof mounted array for Mission College on the Gilmore Center construction project. The building construction was contracted by Roebbelen Construction and we contracted the installation work to Roebbelen. The arrays are integral to the building reaching LEED Platinum certification, and helping the District fulfil its goals to develop all new buildings to the highest standard of environmental sustainability.

City of West Sacramento

943kW at 4 city sites
Completed 11/2016

Curtis Winchester - 530-786-8369 - curtisw@cityofwestsacramento.org

Project cost: \$3,466,000.

In 2016, we completed installation of roof, tank and carport arrays for the city of West Sacramento on sites that included 2 water storage tanks, a fire station and City Hall. The city financed the project via private equipment leasing service. We utilized Sunpower corporation for the carport installation and self-performed the rest of the installation

Napa Valley Unified School District

1.07 mW – 4 sites – Carport and Ground Mount
Completed December 2016

Steve Reinero – Construction Manager - 707-253-6281

Working in conjunction with Sunpower Corp. as the financier, we installed more than 1MW of solar arrays for the Napa Valley Unified School District. The installations included more than 400kW of carports and 600kW of ground mounted arrays, both fixed tilt and tracking types. We were responsible for guiding the engineering and DSA approval process while keeping the project moving forward at each of the 4 sites.

Oroville Union HS District

873kW – Roof, Portable and Carports

Completed April of 2017

Susan M. Watts - Assistant Superintendent of Business - (530)538-2300 ex 1103 Fax (530)538-2308
Early in April 2017 we completed the installation of 873kW of arrays for the Oroville Union High School District. The project included the installation of more than 320kW of arrays on portable building roofs in conjunction with 550kW of DSA pre-check carport arrays. The project will help the district reach net-zero consumption from the utility and maintain long term financial stability through the elimination of energy cost in annual budgets.

3. Approach

A. Technical Proposal

Scope

We have reviewed and accepted the Scope of Work, and all associated requirements provided in the design-build agreement and technical specifications. We agree to be bound to and comply with the requirements of the RFP and the content of this proposal.

Layouts and Drawings

Please find Sunwork's proposed layouts and energy simulation in **Appendix C**.

Equipment Specifications and Data Sheets

Datasheets for modules, inverters, data acquisition system and carports are enclosed in **Appendix D**.

Modules

As an EPC for several decades, Sunwork's expertise is in procurement and as such, we have negotiated pricing with major solar equipment manufacturers in our industry. Our bid pricing is a reflection of the negotiated module price via our agreement with Canadian Solar.

Regarding delivery and storage, if applicable, we prefer to deliver to the project sites. Our standard procedure for module procurement and delivery is to rent, bond and insure storage containers for each project site. If the project site cannot accommodate storage containers, Sunworks will store the modules in our warehouse, subjected to contract details prior to contract execution.

Inverters

We are proposing SolarEdge inverters for this portfolio. SolarEdge three phase inverter combines sophisticated digital control technology with efficient power conversion architecture to achieve superior solar power harvesting and best-in-class reliability. The fixed-voltage technology ensures the solar inverter is always working at its optimal input voltage over a wider range of string lengths and regardless of environmental conditions.

A proprietary data monitoring receiver has been integrated into the inverter and aggregates the power optimizer performance data from each PV module. This data can be transmitted to the web and accessed via the SolarEdge monitoring platform for performance analysis, fault detection and troubleshooting of PV systems.

Racking

The SnapNrack 100 UL Roof Mount System is an efficient, visually appealing, solar module installation system. 100 is Listed to the UL Standard 2703 for Bonding, meaning that all system products have been Certified by UL for electrical continuity, eliminating the need for additional grounding hardware. It has also been certified as Class A Fire Rated with Type 1 and Type 2 modules. SnapNrack's 100 roof mount system is also UL 2703 Certification and Compliance.

Warranties

We will be your partner by operating, maintaining and monitoring the systems for optimal performance. We believe in exceeding the expectations of our clients, and our comprehensive 25-year labor warranty reflects our commitment to professionalism, trust and customer service excellence. Please see **Appendix D** for a copy of our warranty agreement as well as equipment warranties.

Solar Production Modeling

We prepared the design of our system as well as the energy simulation in **Appendix C** using Helioscope, as requested in the RFP. We also submitted hourly production output for one year in Excel via the attached bid forms in **Appendix I**.

System and Production Monitoring

We will be your partner by operating, maintaining and monitoring the systems for optimal performance. Our proposed SolarEdge inverter and power optimizers come with a monitoring platform that provides free module-level monitoring for 25 years, anytime, anywhere. The monitoring platform has the following capabilities:

- Full visibility of your system's technical and financial performance, including interactive charts and site layout
- Visualization of PV production, building consumption, and self-consumption
- Data presentation at the module-level, string-level and system level
- Comprehensive site-level and fleet-level reporting and analysis tools with an option to schedule automatic reports and export reports
- Effective fleet management and improved O&M capabilities:
 - Automatic alerts on system issues
 - Remote troubleshooting and access to real-time system data and guided root-cause fault analysis
 - High resolution data, including historical and aggregated views with comparative analysis diagnostics
- Easy access from a computer, smartphone, or tablet
- Multiple options for social sharing and public display to drive referrals and generate leads
- Free for system lifetime

Operations and Maintenance

Our asset management department provides complete operations and maintenance services to ensure optimal functionality of every array that we install. Our asset management services provide a production guarantee to the clients, when requested. Sunworks can provide an optional production guarantee on solar arrays that we maintain under a separate O&M agreement. If a performance

guarantee is of interest, we propose that the guarantee be for 90% of the estimated production based upon our Helioscope simulation estimates and with a "true-up" after every five year interval.

Please see **Appendix F** for an outline of our Asset Management Plan and Method, providing descriptions of our O&M plan, including staffing, budget, management and control over any facility, authority over the O&M budget, and guarantees on O&M costs for the entirety of the applicable terms. It also describes the basic philosophy for performing O&M and include a discussion of contracting for outside services. Our operations and maintenance (O&M) services include daily monitoring and diagnostics of any faults identified by the data acquisition system (DAS).

The expected response time for critical failures such as inverter outages is as follows.

- ❖ O&M Service Response Time:
 - 24 business hours to identify issue/Alarms dictate response time accordingly
 - 48 business hours to notify customer if issue hasn't been resolved on its own
 - 48 business hours to schedule site visit with client if not resolved
 - 72 business hours to visit site, troubleshoot/assess situation/resolve issue
 - 24 - 72 business hours to provide a report to client following solution/findings
 - 72 business hours to revisit site after receiving manufacturer replacement parts

Value Engineering

For Hillcrest MS, we increased the module rating to reduce the structure size, which nets a reduction in overall system cost.

Performance Guarantee

Production Guarantees are contingent upon Sunworks providing O&M services to the systems. The estimated production values are preliminary and are subject to change via detailed design completion. We propose that the guarantee be for 95% of the estimated production based upon our Helioscope simulation estimates and with a "true-up" after every five year interval.

A copy of our production guarantee and O&M contract have been included for review in **Appendix E**.

B. Implementation Approach

Implementation

Following the Notice to Proceed, to start the design phase, Sunworks will conduct a detailed survey of the construction area to obtain accurate and pertinent information to be used in the design and permitting process. We will also meet with staff to identify potential design goals and address facility management concerns, if any. Once all design criteria have been identified, we engage our team of experienced design professionals to produce documents in phases for electrical, structural and civil portions of the project. For Gravenstein ES proposal design, we followed the DSA submittal set of engineered drawings that were provided by Axia. For Hillcrest, the preliminary PV drawings indicated 320W modules, though we could not use such a small module and achieve the production required in the space available.

Immediately following the approval of material submittals, Sunworks will leverage both the financial strength of a publicly traded company and our relationships with material suppliers to secure product availability to meet our construction schedule. We have the credit line available to cut purchase orders immediately and thereby ensure material delivery meets our deadlines.

The utility application will be immediately filed for upon NTP to start the review process. Sunworks will facilitate all information being provided to the utility to keep each step of the interconnection process moving forward. Once review results are returned, Sunworks will incorporate any changes into the design documents that are necessitated for interconnection facilities.

The construction phase will start with underground facility verification, site prep, then carport and roof installation, following by photovoltaic system installation and electrical equipment and and lighting.

Testing and commissioning will include pre-startup testing, operational testing, utility testing, commissioning and startup testing.

To demonstrate our project management and logistic coordination processes as well as further elaboration, we attached Sunwork's project delivery method outline in **Appendix G**.

We also provide the project schedule in **Appendix H**.

Safety

Sunworks takes safety as one of our utmost priorities. We have a strict Health, Safety and Environmental Program Manual which defines all safety rules and policies that govern the conducts of our workers on all job sites. It is the policy of Sunworks to provide a safety and healthful work environment for all employees on all projects, and comply with all applicable federal, state and local regulations. We continuously engage in reviews to ensure our workers are practicing safe construction and installation practices.

A copy of our Health, Safety and Environmental Program Manual is available upon request.

Testing

We provide a sample of the testing procedure in **Appendix H**. Our technician is required to follow this procedure for system testing.

Testing and Commissioning

a) Pre-startup Testing:

- i) Insulation resistance testing (megger testing) of all installed AC and DC circuits will be performed and recorded prior to circuit termination.
- ii) String level polarity, voltage and short circuit testing will be performed and recorded up to the DC combiner boxes.
- iii) Structural inspections and testing of the carport will be done prior to startup.
- iv) Electrical equipment mechanical function testing will be performed.

b) Operational Testing:

- i) The AC circuits will be systematically energized starting at the POI thru to the main disconnect and on to the inverters. The 480v AC sub-system will also be energized and tested thru to all devices connected to the sub-system.
- ii) Once all AC and DC testing is completed and recorded, the inverters will be started and run thru the manufactures commissioning procedures. All required data will be recorded.
- iii) All recorded testing data and photos will be compiled into a comprehensive commissioning report.

c) Utility Testing:

- i) Once operational testing is completed, the utility field inspection will be scheduled.
 - ii) Upon passing the field inspection, SCE will issue the "Permission to Operate" (PTO) letter.
- d) Commissioning/Startup Testing:
- i) Once the PTO letter is obtained the Commissioning/Startup Testing will be scheduled. Attendees will be the District and/or its independent engineer, utility and all Design Builder/Contractor subcontractors responsible for their systems.
 - ii) Required on-site commissioning and acceptance test services include:
 - Starting up the system until it achieves the performance requirements.
 - Conducting the performance testing over a consecutive twenty-four (24) hour period.
 - Confirming the successful delivery of power via the initial scheduled meter read date following completion of the PV system.

Operations and Maintenance

Please see **Appendix F** for our O&M procedures, which outline our approach to providing O&M services. It also includes the standard response time for critical failures.

4. Proposal Pricing

The attached bid tabulations spreadsheet (**Appendix I**) is provided. We guarantee the pricing for 90 days from the date of this proposal.

Bonding and Insurance

Sunworks maintains a bonding capacity of \$30 Million dollars and operating capital in excess of the contract value to secure the procurement of the project equipment and to ensure the project is delivered on time. Bonding capacity and insurance certificates are attached in **Appendix J** of our response.

5. Financial Strength

As a publicly traded company, Sunworks Inc. submits SEC financial filings and they are available on the internet at www.sunworksa.com. Moreover, we have attached our three most recent annual filings in **Appendix 11**.

6. Exceptions

The following exclusions apply to our proposal response, including:

- No funds have been included to secure an AOR to manage the DSA submittal for either Gravenstein ES or Hillcrest MS.
- No funds have been included for potential engineering changes that may be required for Gravenstein ES.
- Funds have been included for structural and electrical engineering and the DSA fees at Hillcrest MS.

Overtime and Special Shift Requirements

Overtime and shift differential pay requirements are not included, based on schedule submitted with this proposal. The standard shift schedule is from 7 A.M. – 3:30 P.M. Should either party choose to

accelerate the schedule with weekend or evening work, the costs for overtime or shift differential pay will be the responsibility of the instigating party.

Prevailing Wages

Project is assumed to be Prevailing Wage per Department of Industrial Relations requirements of project location. Union labor is not included in this proposal.

Taxes and Fees

Taxes or fees, other than local building permit fees and sales tax, are not included. Sales tax is included at a rate of 8.75%.

Permits and Regulatory Fees

All other local, state and federal permits or authority-having-jurisdictions (AHJs) approvals are excluded.

Offeror includes durations of 12 weeks for procuring permit and regulatory approvals. Offeror will not be responsible for construction delays caused by permit and approval requirements from local jurisdictions or regulatory review bodies. Any delays in procuring permits will entitle offeror a time extension change order to the contract as a day for day extension to our plan for obtaining required permits and/or approvals, as defined above or in the proposal schedule.

Technical Proposal Assumptions and Exclusions**Facility Equipment**

It is assumed that the system will interconnect with the facility at customer's existing panels and the panel is rated from 400A to 2000A with ample current capacity to accept the PV system.

Solar Electrical Equipment and Conductors

The PV module arrays, equipment pads, and point of interconnection will be constructed to the design and specifications as shown in proposal layouts in the drawing provided with this proposal.

Conductors will be copper according to Electrical Engineer of Record's determination. AC feeder length from Panel Board to equipment pad location and from equipment pad location to tie in is identified on proposal level array layout drawings. AC feeder lengths from inverter equipment pad location to assumed point of interconnection, and length assumptions with equipment amperage ratings are shown on proposal level single line drawing.

DC array wiring may be exposed on the underside of PV modules or neatly secured to PV modules and/or racking system. DC source circuits are PV Wire weather rated for exterior exposure.

Proposal assumes wall and roof penetrations are acceptable in order to route feeders from equipment at array location(s) to point of interconnection. Penetrations will be weather sealed and caulked to match existing fire rating of wall/roof systems. Roof penetrations will be made in accordance with applicable roof warranty requirements.

Design includes rigid conduit for underground transitions and in areas subject to vehicle damage below 8'; EMT conduit with rain-tight compression fittings above inverters for any aboveground low voltage or AC circuits; and PVC for all underground conduit.

Painting

Metal materials are either factory-finished or non-corrosive and will not need painting for weather protection or aesthetic reasons.

Roof Conditions

Offeror assumes no upgrading of the building structures or canopies will be required to support the added live and dead loads from the photovoltaic installation (<5 PSF) and rooftop equipment, or to resist added lateral or seismic loads. Modifications to the roof system and design and construction of supports, upgrades to the building structure or platforms are not included.

Customer warrants the roof is in adequately good condition. ~~Offeror will not be responsible for normal wear and tear associated with the installation of the solar system.~~ Offeror reserves the right to inspect the roof to verify its condition. In addition, offeror may offer recommendations to the customer on modifications to the roof system to improve its serviceability. Customer is responsible for any and all modifications to the roof system. Modifications of roof systems fall into four categories:

- Modifications to improve roof condition / serviceability / useful life.
- Modifications required by roofing manufacturer prior to installation of PV system on their roof system. (e.g. slip sheets, strapping, etc.)
- Modifications required by offeror to make the roof a suitable substrate for the installation of PV. (e.g. air seals, batten bars, etc.)
- 3rd party engineering and insurance company requirements.

Proposal assumes customer-provided information accurately represents the existing site and roof conditions. This includes but is not limited to as-built drawings, roof reports, structural drawings, roof maintenance history, and roof warranty information. Failure to provide as-built drawings and structural drawings will cause schedule delay and added expense for acquisition of documentation through local AHJ. Offeror is not responsible for additional costs or schedule delays.

Proposal assumes customer can and will provide evidence that roof systems and buildings for proposed rooftop solar installations are approved and closed with certification at the DSA. Un-certified buildings and rooftops will dictate significant schedule delays and should be avoided. All costs for AHJ required testing and Inspections regarding standing metal seam PV rooftop installations are the responsibility of the Customer, and are excluded from this proposal.

Special handling of site materials

Testing for removal and disposal of any existing hazardous waste materials, contaminated soils, or any other unforeseen site conditions that require special handling are not included.

Site utilities and hazards

Changes resulting from utilities, right of ways, easements, and/or hazards—underground or above ground—or any undocumented building upgrades are not included.

Documented utilities and building upgrades are considered as part of this proposal if as-builts are provided to offeror prior to contract execution in order to confirm locations of these possible hazards. Customers shall supply offeror with a current Title Report with plotted easements, encumbrances, and right-of-ways at all project site locations.

Wind

Site max wind speed is no more than 110 mph. More severe wind conditions would require additional engineering and costs.

Weather conditions

Offeror assumes standard weather patterns and site conditions for planning the project schedule. Instances of excessive climate, weather (greater than the most adverse conditions in the last 3 years) or natural disasters may result in delays and/or unplanned costs (i.e. additional labor, shipping, storage, and logistics costs), which will be the responsibility of the customer.

Testing and inspections

Offeror assumes all Special Inspections and Inspector of Record (IOR) shall be paid for and contracted by the Customer.

Commissioning

Proposal assumes commissioning requirements for this project is only for the Photovoltaic portion of the project only. Proposal does not include other building system commissioning cost not related to our work (i.e. HVAC, Plumbing, Fire Alarm, etc.).

Gravenstein Union School District

Sunworks United Inc.

Design, Installation, Operations, and Maintenance of Solar Photovoltaic Systems Exhibit F - Proposal Pricing Forms

Instructions: Please fully complete each row in the table below. Input cells are highlighted in green. O&M pricing should be for services consistent with the requirements in Exhibit C and include any escalation (i.e., bid as an annual fee). Include pricing for the initial 5-year term of the O&M agreement, plus the first optional 5-year extension period. Performance Guarantee pricing should be for the entire period of each 5-year Performance Guarantee term, as the District will be paying for the guarantee in a lump sum. Pricing for energy storage should be submitted separately on a form provided by Proposer.

| System Information | Gravenstein Elementary School | Hillcrest Middle School | Total |
|-----------------------------|-------------------------------|-------------------------|--------------|
| Size (kWdc) | 71.00 | 102.00 | 173.00 |
| First Year Production (kWh) | 106,000.00 | 142,900.00 | 248,900.00 |
| Yield (kWh/kWdc) | 1,484.00 | 1,399.40 | 2,883.40 |
| Annual Degredation Rate | 0.005 | 0.005 | |
| 25-Year Production (kWh) | 2,496,931.00 | 3,366,145.00 | 5,863,076.00 |

Direct Purchase Pricing

| Bid Line Item | Gravenstein Elementary School | Hillcrest Middle School | Total |
|---|-------------------------------|-------------------------|----------------------|
| Capital Costs | | | |
| Project Management | \$ 23,000.00 | \$ 23,000.00 | \$ 46,000.00 |
| Engineering and Design (including permitting fees) | \$ - | \$ 23,000.00 | \$ 23,000.00 |
| Construction/Installation | \$ 39,500.00 | \$ 41,000.00 | \$ 80,500.00 |
| Testing | \$ 1,000.00 | \$ 1,000.00 | \$ 2,000.00 |
| Training | \$ 500.00 | \$ 500.00 | \$ 1,000.00 |
| PV Modules | \$ 58,500.00 | \$ 84,000.00 | \$ 142,500.00 |
| Inverters | \$ 22,500.00 | \$ 12,500.00 | \$ 35,000.00 |
| PV Structures | \$ 7,000.00 | \$ 131,000.00 | \$ 138,000.00 |
| Balance of System (all other components) | \$ 61,000.00 | \$ 46,000.00 | \$ 107,000.00 |
| Subtotal Capital Costs | \$ 213,000.00 | \$ 362,000.00 | \$ 575,000.00 |
| O&M Agreement - Initial 5-Year Term | | | |
| Year 1 | \$ 1,400.00 | \$ 2,150.00 | \$ 3,550.00 |
| Year 2 | \$ 1,442.00 | \$ 2,214.50 | \$ 3,656.50 |
| Year 3 | \$ 1,485.26 | \$ 2,280.94 | \$ 3,766.20 |
| Year 4 | \$ 1,529.82 | \$ 2,349.36 | \$ 3,879.18 |
| Year 5 | \$ 1,575.71 | \$ 2,419.84 | \$ 3,995.56 |
| Subtotal O&M Agreement - Initial 5-Year Term | \$ 7,432.79 | \$ 11,414.64 | \$ 18,847.43 |
| O&M Agreement - First Extension | | | |
| Year 6 | \$ 1,622.98 | \$ 2,492.44 | \$ 4,115.42 |
| Year 7 | \$ 1,671.67 | \$ 2,567.21 | \$ 4,238.89 |
| Year 8 | \$ 1,721.82 | \$ 2,644.23 | \$ 4,366.05 |
| Year 9 | \$ 1,773.48 | \$ 2,723.56 | \$ 4,497.03 |
| Year 10 | \$ 1,826.68 | \$ 2,805.26 | \$ 4,631.94 |
| Subtotal O&M Agreement - First Extension | \$ 8,616.64 | \$ 13,232.70 | \$ 21,849.34 |
| Performance Guarantee Costs | | | |
| Guarantee Cost, Years 1 - 5 | \$ 500.00 | \$ 500.00 | \$ 1,000.00 |
| Guarantee Cost, Years 6-10 | \$ 500.00 | \$ 500.00 | \$ 1,000.00 |
| Subtotal Performance Guarantee Costs | \$ 1,000.00 | \$ 1,000.00 | \$ 2,000.00 |
| Total Cost | \$ 230,049.43 | \$ 387,647.34 | \$ 617,696.77 |

Add notes here.

Tilted system

Gravenstein Union School District

Sunworks United Inc.

Design, Installation, Operations, and Maintenance of Solar Photovoltaic Systems Exhibit F - Proposal Pricing Forms

Instructions: Please fully complete each row in the table below. Input cells are highlighted in green. O&M pricing should be for services consistent with the requirements in Exhibit C and include any escalation (i.e., bid as an annual fee). Include pricing for the initial 5-year term of the O&M agreement, plus the first optional 5-year extension period. Performance Guarantee pricing should be for the entire period of each 5-year Performance Guarantee term, as the District will be paying for the guarantee in a lump sum. Pricing for energy storage should be submitted separately on a form provided by Proposer.

| System Information | Gravenstein Elementary School | Hillcrest Middle School | Total |
|-----------------------------|-------------------------------|-------------------------|--------------|
| Size (kWdc) | 71.00 | 102.00 | 173.00 |
| First Year Production (kWh) | 98,930.00 | 142,900.00 | 241,830.00 |
| Yield (kWh/kWdc) | 1,392.50 | 1,399.40 | 2,791.90 |
| Annual Degredation Rate | 0.005 | 0.005 | |
| 25-Year Production (kWh) | 2,330,390.00 | 3,366,145.00 | 5,696,535.00 |

Direct Purchase Pricing

| Bid Line Item | Gravenstein Elementary School | Hillcrest Middle School | Total |
|---|-------------------------------|-------------------------|----------------------|
| Capital Costs | | | |
| Project Management | \$ 23,000.00 | \$ 23,000.00 | \$ 46,000.00 |
| Engineering and Design (including permitting fees) | \$ - | \$ 23,000.00 | \$ 23,000.00 |
| Construction/Installation | \$ 39,500.00 | \$ 41,000.00 | \$ 80,500.00 |
| Testing | \$ 1,000.00 | \$ 1,000.00 | \$ 2,000.00 |
| Training | \$ 500.00 | \$ 500.00 | \$ 1,000.00 |
| PV Modules | \$ 58,500.00 | \$ 84,000.00 | \$ 142,500.00 |
| Inverters | \$ 22,500.00 | \$ 12,500.00 | \$ 35,000.00 |
| PV Structures | \$ - | \$ 131,000.00 | \$ 131,000.00 |
| Balance of System (all other components) | \$ 61,000.00 | \$ 46,000.00 | \$ 107,000.00 |
| Subtotal Capital Costs | \$ 206,000.00 | \$ 362,000.00 | \$ 568,000.00 |
| O&M Agreement - Initial 5-Year Term | | | |
| Year 1 | \$ 1,400.00 | \$ 2,150.00 | \$ 3,550.00 |
| Year 2 | \$ 1,442.00 | \$ 2,214.50 | \$ 3,656.50 |
| Year 3 | \$ 1,485.26 | \$ 2,280.94 | \$ 3,766.20 |
| Year 4 | \$ 1,529.82 | \$ 2,349.36 | \$ 3,879.18 |
| Year 5 | \$ 1,575.71 | \$ 2,419.84 | \$ 3,995.56 |
| Subtotal O&M Agreement - Initial 5-Year Term | \$ 7,432.79 | \$ 11,414.64 | \$ 18,847.43 |
| O&M Agreement - First Extension | | | |
| Year 6 | \$ 1,622.98 | \$ 2,492.44 | \$ 4,115.42 |
| Year 7 | \$ 1,671.67 | \$ 2,567.21 | \$ 4,238.89 |
| Year 8 | \$ 1,721.82 | \$ 2,644.23 | \$ 4,366.05 |
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| Year 10 | \$ 1,826.68 | \$ 2,805.26 | \$ 4,631.94 |
| Subtotal O&M Agreement - First Extension | \$ 8,616.64 | \$ 13,232.70 | \$ 21,849.34 |
| Performance Guarantee Costs | | | |
| Guarantee Cost, Years 1 - 5 | \$ 500.00 | \$ 500.00 | \$ 1,000.00 |
| Guarantee Cost, Years 6-10 | \$ 500.00 | \$ 500.00 | \$ 1,000.00 |
| Subtotal Performance Guarantee Costs | \$ 1,000.00 | \$ 1,000.00 | \$ 2,000.00 |
| Total Cost | \$ 223,049.43 | \$ 387,647.34 | \$ 610,696.77 |

Add notes here.

Flat system

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ENERGY SERVICES CONTRACT

1118

CONTRACT

This Energy Services Contract ("Contract") is made by and between the Gravenstein Union School District ("District"), and Sunworks .

District and Sunworks hereby agree as follows:

RECITALS

WHEREAS, Government Code sections 4217.10, *et seq.*, authorize the District, as a public agency, to enter into an energy services agreement wherein the SUNWORKS provides conservation services to the District from an energy conservation facility on terms that its governing body determines are in the best interest of the District;

WHEREAS, pursuant to Government Code section 4217.11(d), "conservation services" include electrical, thermal, or other energy savings resulting from conservation measures, which shall be treated as a supply of such energy;

WHEREAS, through this Contract, the District intends to contract for the engineering, system design, fabrication and installation of photovoltaic solar systems that will result in energy savings to the District and which shall be a supply of energy to the District (the "Project") at the following sites: Gravenstein Elementary & Hillcrest Middle (the "Project Sites" or "Sites", and each individually a "Site"), consistent with the terms of Government Code section 4217.10, *et seq.*;

WHEREAS, the District's Governing Board, after holding a hearing at a regularly scheduled public hearing and after having provided two weeks advanced notice of such hearing, made all findings required by Government Code section 4217.12 for the District to enter into this Contract;

WHEREAS, the SUNWORKS shall engineer, design, and construct the Project pursuant to this Contract, including but not limited to certain General Terms and Conditions and other Contract Documents (as that term is defined in the General Conditions), which Contract Documents are incorporated into the Agreement by this reference;

NOW, THEREFORE, in consideration of the covenants hereinafter contained in this Contract, the District and SUNWORKS agree as follows:

1. Description of Work

The SUNWORKS will provide the design, construction, commissioning and installation of a Proposition 39 funded project at Trinidad Elementary School in the Gravenstein Union School District.

The SUNWORKS agrees to furnish all labor, materials, equipment, plant, tools, supervision, appurtenances, and services, including transportation and utilities, required to perform and satisfactorily complete all work required for the Project.

The SUNWORKS agrees to furnish any and all electrical and mechanical designs and specifications including but not limited to performance specifications, panel layout and mounting diagrams, electrical drawings and calculations, mechanical drawings and calculations complete with stamp and signature of a licensed California Engineer within twenty-one (21) calendar days of award of contract.

It shall be the responsibility of the SUNWORKS to obtain DSA approval of the Project plans. No work shall commence at any site prior to DSA approval of the Project plans.

2. Contract Documents

The Contract Documents consist of the Complete Proposal Documents, as submitted by SUNWORKS, including applicable drawings and calculations, the Contract, any Amendment thereto, Schematic Drawings and Specifications, Supplementary General Conditions, if any, General Conditions, Detailed Project Schedule, Request for Proposals, Disabled Veteran Business Enterprises Requirements (if applicable), Labor Compliance Program (if applicable), all addenda, required bond(s) and insurance certificates, completed Project Questionnaire, SUNWORKS Prequalification, all of which are incorporated herein by this reference. All Contract Documents are intended to coordinate so that any work called for in one document and not mentioned in another document is to be executed as if mentioned in all documents.

3. Proposals & Compensation

As full compensation for SUNWORKS's complete and satisfactory performance of the work and activities described in the Contract Documents, District agrees to pay SUNWORKS, and SUNWORKS agrees to accept the sum of _____, which shall be paid to the SUNWORKS according to the Contract Documents.

4. Prevailing Wages

This Project is subject to prevailing wage requirements, and SUNWORKS and its Sub-contractors are required to pay all workers employed for the performance of this contract no less than the applicable prevailing wage rate for each such worker. 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.

5. Time for Completion

The starting date of the Contract shall be the day listed by the District in the Notice to Proceed and the SUNWORKS shall fully complete all the work as detailed in accordance with Attachment A of the RFP: Proposed Project Schedule. Time is of the essence in the performance of this Contract.

6. Liquidated Damages

Liquidated damages for SUNWORKS's failure to complete the Contract within the time fixed for completion inclusive of milestone dates are established in the amount of \$ 200 per day per each Milestone until that Milestone is completed.

IN WITNESS WHEREOF, the parties agree to the terms of this Contract on the day and year written below.

District

SUNWORKS

Resolution No. _____

SUNWORKS License No.
and Expiration Date

Date

By: _____
Individual Signature

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Title

Date

For:

Corporation or Partnership
If Corporation, Seal Below.

Approved As to Form

By: _____
Legal Counsel

Date

**General Conditions to Design-Build Contract for:
Proposition 39 Solar Photovoltaic System
Gravenstein Union School District**

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1. DEFINITIONS

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

Alternate: The sum to be added to or deducted from the base proposal 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 its designer.

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.

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 SUNWORKS wherein the SUNWORKS 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 SUNWORKS for such work.

Contract Documents: The Contract Documents are described in the Contract for 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 safety of design, alteration and construction of school buildings.

DSA Pre-Check (PC) Approved: An "over-the-counter" design of a structure that is pre-approved by the DSA.

SUNWORKS: 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 SUNWORKS shall be construed to mean all of the officers, employees, Sub-contractors, suppliers, or other persons engaged by the SUNWORKS for the work of this Project.

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

Furnish: Purchase and deliver to site of installation.

Governing Board: The governing board of the District.

Inspector: The person engaged by the District, pursuant to Section 17311 of the Education Code, to inspect the workmanship, materials, and manner of construction of buildings or portions of buildings to determine if such construction complies with the Contract Documents and applicable codes and regulations.

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.

Project Manager: The person or firm acting on behalf of the awarding body which has been designated (if any designated) to provide Project Management or engineering design services on this Project. If no Project Manager is designated for the project, all references to the Project Manager in these Contract Documents shall mean the District and/or its designee.

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

Secure: Obtain.

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

2. Project Manager

a. Role and Responsibilities

The Project Manager is responsible for the general oversight of all the working drawings, technical Specifications, sketches and other information necessary to define the work covered by these Contract Documents as generated by the SUNWORKS. The Project Manager shall visit, inspect and observe the construction to determine general compliance with the Contract Documents. The Project Manager shall evaluate the shop drawings, samples and other submittals required in the technical Specifications, and maintain an up-to-date log of all such items processed. The Project Manager will consult with the District, SUNWORKS, and any state, county or city agency having jurisdiction over the work whenever necessary to further the best interests of the Project.

b. Disputes

Should any dispute arise respecting interpretation of the drawings and Specifications, the value of any work done or of any work omitted, or of any extra work which SUNWORKS may be required to do, or respecting the size of any payment to SUNWORKS during the performance of this Contract, the dispute shall be decided by the Project Manager, and the Project Manager's decision shall be final and conclusive.

3. CONTRACT DOCUMENTS

a. Contents and Precedence

The Contract Documents consist of the executed Contract and all Addenda, all approved change orders, the completed Request for Proposals Form, the required Bonds and the Insurance forms, the Request for Proposals, the Notice of Award, the Notice to Proceed, the General Conditions, any supplemental Conditions, the Technical Specifications, and the Drawings. 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 SUNWORKS, 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 SUNWORKS shall promptly bring this information to the attention of the Project Manager for appropriate action before submittal of the proposal. SUNWORKS's failure to request clarification or interpretation of an apparent ambiguity, error or inconsistency waives that SUNWORKS'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 SUNWORKS, 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 Request for Proposals. 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 SUNWORKS shall promptly report to the Project Manager any ambiguities, discrepancies, or errors which come to the SUNWORKS's attention.
- b. Figured dimensions shall be followed in preference to scaled dimensions, and the SUNWORKS 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 SUNWORKS 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 SUNWORKS and its Sub-contractors. "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 SUNWORKS shall be responsible for the proper execution of all work required by the Contract Documents and for allocating such portions as the SUNWORKS sees fit to the various Sub-contractors, subject to applicable law. The SUNWORKS is cautioned that the various individual sections may not contain all work that the SUNWORKS may wish to allocate to a particular Sub-contractor 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 SUNWORKS elects to enter into any subcontract for any section of the work the SUNWORKS assumes all responsibility for ascertaining that the Sub-contractor 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 SUNWORKS to notify each prospective Sub-contractor at the time of request for proposals of all portions of the Contract Documents, including the General Conditions, Supplementary Conditions and any parts of sections of Specifications or plans that the SUNWORKS 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. SUNWORKS

- a. The SUNWORKS 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 SUNWORKS 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 SUNWORKS 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 SUNWORKS shall employ a full-time competent superintendent and necessary assistants who shall have complete authority to act for the SUNWORKS on all matters pertaining to the work. The superintendent shall be satisfactory to the District and, if not satisfactory, shall be replaced by the SUNWORKS 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 SUNWORKS.
- c. SUNWORKS shall make the layout of lines and elevations and shall be responsible for the accuracy of both the SUNWORKS's and the Sub-contractors' work resulting therefrom. All dimensions affecting proper fabrication and installation of all Contract work must be verified by the SUNWORKS prior to fabrication and installation by taking field measurements of the true conditions. The SUNWORKS shall take, and assist Sub-contractors 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 SUNWORKS shall promptly bring such discrepancies to the attention of the Project Manager for adjustment before proceeding with the work. SUNWORKS shall be responsible for the proper fitting of all work and for the coordination of all trades, Sub-contractors and persons engaged upon this Contract.
- d. SUNWORKS shall do all cutting, fitting, or patching of SUNWORKS'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 SUNWORKSs 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 SUNWORKS.

8. RESPONSIBILITY OF SUNWORKS

- a. SUNWORKS shall be held strictly responsible for the proper performance of all work covered by the Contract Documents, including all work performed by Sub-contractors. 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. SUNWORKS shall submit Verified Reports as defined in Sections 4-336 and 4-343 (c), Group 1, Chapter 4, Part I, Title 24, California Code of Regulations ("CCR"). The duties of the SUNWORKS are as defined in Section 4-343, Group 1, Chapter 4, Part I, Title 24, of the CCR. SUNWORKS 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 SUNWORKS 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, SUNWORKS 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 SUNWORKS's employees, Sub-contractors, 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. SUB-CONTRACTORS

- a. Nothing contained in the Contract Documents shall create any contractual relationship between any Sub-contractor and the District. The District shall be deemed to be the third party beneficiary of the contract between the SUNWORKS and each Sub-contractor. If the SUNWORKS does not specify a Sub-contractor for any portion of the work to be performed under this Contract, as required by law, SUNWORKS shall perform that portion of the work with its own forces. The SUNWORKS shall not substitute any other person or firm as a Sub-contractor for those listed in the proposal submitted by the SUNWORKS, 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 Sub-contractors 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 Sub-contractor is not approved, the SUNWORKS shall promptly submit another firm of the same trade for approval.
- b. The SUNWORKS shall insert appropriate provisions in all subcontracts pertaining to work on this Project requiring the Sub-contractors to be bound by all applicable terms of the Contract Documents. The SUNWORKS shall be as fully responsible for the acts and omissions of the Sub-contractors, and of persons either directly or indirectly employed by them, as the SUNWORKS is for the acts and omissions of persons directly employed by the SUNWORKS.

10. PERFORMANCE AND PAYMENT BONDS

- a. As directed in the Notice of Award, the SUNWORKS 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, substantially in form of Attachment No. 1, attached hereto.

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, substantially in the form of Attachment No.2, attached hereto.

b. Corporate sureties on these bonds and on bonds accompanying proposals 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.

c. The amount of the Contract, as used to determine the amounts of the bonds, shall be the total amount fixed in the SUNWORKS'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 SUNWORKS, within thirty (30) days after notice given by the District to the SUNWORKS, 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 SUNWORKS fails within such thirty (30) day period to substitute another and sufficient surety, the SUNWORKS shall, if the District so elects, be deemed to be in default in the performance of its obligations hereunder, 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 SUNWORKS and the sureties or any of them, or may deduct from any monies then due or which thereafter may become due to the SUNWORKS 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. SUNWORKS shall obtain the following insurance from a company or companies acceptable to the District. All required insurance must be written by a 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 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. SUNWORKS shall not commence work nor shall it allow its employees or Sub-contractors or anyone to commence work until all insurance required hereunder has been submitted and approved in writing by the District and a notice to proceed has been issued.

b. SUNWORKS 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). Public Liability Insurance: Personal injury and replacement value property damage insurance for all activities of the SUNWORKS and its Sub-contractors arising out of or in connection with this Contract, written on a comprehensive general liability form including

SUNWORKS'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, and a general aggregate limit which applies either separately or specifically to this Contract and is twice the required occurrence limit, i.e., \$4,000,000.

2). Builders' Risk Insurance: SUNWORKS shall procure and maintain builders' risk insurance (all-risk coverage) for an amount equal to one hundred percent of the Contract sum for the benefit of the District, and the SUNWORKS and Sub-contractors as their interest may appear. In projects involving no structural change or building construction, this requirement may be waived in writing, at the District's sole option.

These policies shall include the following coverage:

- 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). This policy does not exclude explosion, collapse, underground excavation hazard, or removal of lateral support.

c. Endorsements:

1). The Public Liability Policy specified above shall be endorsed with the following specific language:

"The Gravenstein Union School District is named as an 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, death or property damage or destruction arising in any respect directly or indirectly in the performance of the Contract."

2) The certificates must state that the insurance is under an occurrence based, and not a claims-made policy (policies). Both the Public Liability Policy and the Builders' Risk Policy specified above shall be endorsed with the following specific language:

- i. The insurance provided herein is primary and no insurance held or owned by the District shall be called upon to contribute to a loss.
- ii. Coverage provided by this policy shall not be reduced or canceled without thirty (30) days written notice given to the District by certified mail.

d. Professional Liability Insurance For Engineer of Record (Errors and Omissions):

SUNWORKS shall maintain in force for the period covered by this Agreement, professional liability (errors and omissions) insurance covering the Engineer of Record's activities, in the amount not less than \$2,000,000 with an insurance carrier satisfactory to District. In addition, to the extent that the activities and services of engineers or consultants retained by SUNWORKS are not covered under SUNWORKS's professional liability insurance, SUNWORKS shall require each engineer and consultant to obtain and maintain a policy of professional liability insurance in an amount of not less than \$2,000,000 with an insurance carrier satisfactory to District, before commencing services on the Project. SUNWORKS shall provide a copy of the insurance policies to the District upon request.

e. Automobile Liability Insurance:

SUNWORKS shall maintain in force for the period covered by this Agreement, automobile liability insurance covering bodily injury and property damage in an amount no less than \$1,000,000 combined single limit for each occurrence; \$2,000,000 aggregate. Said insurance shall include coverage for owned, hired, rented, and non-owned vehicles. All certificates must state that the insurance is under an occurrence based, and not a claims-made policy (policies).

f. Documentation:

Within ten (10) calendar days following issuance of the Notice of Award of the Contract, the following documentation of insurance shall be submitted to the District for approval prior to issuance of the Notice to Proceed: signed certificates of insurance showing the limits of insurance provided and copies of the specified endorsements for each policy. Certified copies of all policies shall be provided to the District upon request.

g. If the SUNWORKS fails to maintain such insurance, the District may take out such insurance to cover any damages for which the District might be held liable on account of the SUNWORKS's failure to pay such damages, and deduct and retain the amount of the premiums from any sums due the SUNWORKS under the Contract.

h. Workers' Compensation Insurance:

1). Within ten (10) calendar days following issuance of the Notice of Award of the Contract, the SUNWORKS shall furnish to the District satisfactory proof that the SUNWORKS and all Sub-contractors 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 SUNWORKS 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 SUNWORKS is self-insured, SUNWORKS 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 SUNWORKS 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 SUNWORKS being injured or killed, and deduct and retain the amount of the premiums for such insurance from any sums due the SUNWORKS under the Contract, or otherwise recover that amount from the SUNWORKS or the Surety.

3). If an injury occurs to any employee of the SUNWORKS 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 SUNWORKS 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 SUNWORKS or its Surety.

4). The policies represented by the certificates 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 SUNWORKS 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 SUNWORKS shall examine the Contract Documents for compliance with these codes and regulations, and shall promptly notify the Project Manager 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, the National Electric Code, the Uniform Plumbing Code published by the Western Plumbing Officials Association, and other applicable State laws 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 Sections 17280 et seq. or Sections 81130 of the Education Code and California Code of Regulations: Title 24 and Title 19. No deviations from the 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). Prior to the start of construction, District shall employ a Project Inspector, approved by the Division of the State Architect, to provide inspection services as defined in Title 24, California Code of Regulations and pursuant to Section 17311 of the Education Code. The Owner shall pay for the costs of the project inspection services, except as indicated in the General Conditions, Article 38 and the plans and Specifications. A copy of current California Code of Regulations Title 24, approved sets of plans and Specifications, addenda and change orders, shall be kept by the School District Job Inspector on the job at all times during construction. Division of the State Architect shall be notified 48 hours in advance of the first pour of concrete.

13. PERMITS AND TAXES

a. The SUNWORKS 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 SUNWORKS 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 SUNWORKS shall pay for all taxes on materials and equipment. The District is exempt from Federal Excise Tax. SUNWORKS 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 proposal. The SUNWORKS 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 SUNWORKS, Sub-contractors 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 SUNWORKS 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 SUNWORKS's prosecution of the work. The SUNWORKS 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. SUNWORKS 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. SUNWORKS 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. SUNWORKS shall not endanger any work by cutting, excavating, or otherwise altering the work and shall not cut or alter the work of any other SUNWORKS 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 SUNWORKS 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. SUNWORKS shall take extraordinary care to prevent fires and keep all flammable materials and oily rags in tightly closed metal containers. SUNWORKS 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 SUNWORKS.
- 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 SUNWORKS 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 SUNWORKS shall be an EPA-accredited SUNWORKS qualified in the removal of asbestos subject to 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 SUNWORKS at SUNWORKS's risk and at SUNWORKS'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 SUNWORKS 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 SUNWORKS's employees and agents with respect to the above mentioned standards, hazards, risks and liabilities.
- 2). The SUNWORKS shall, prior to commencement of this work, provide a duly signed and notarized affidavit that SUNWORKS has instructed SUNWORKS'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 SUNWORKS 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 SUNWORKS 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 SUNWORKS 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 SUNWORKS 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 SUNWORKS shall have on hand whatever spare parts or equipment that may be required to avoid interruption of service or work.
- c. The SUNWORKS shall promptly remove all such temporary facilities when they are no longer needed for the work or on completion of the project. The SUNWORKS 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 SUNWORKS shall commence the work on the date indicated in the Notice to Proceed. Time is of the essence regarding the Contract work, and the SUNWORKS 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 SUNWORKSs and Sub-contractors 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 SUNWORKS and Sub-contractors 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 SUNWORKS and/or Sub-contractors are not prosecuting the work at a sufficient rate of progress to meet the Project schedule, the District may direct the SUNWORKS 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. PRE CONSTRUCTION & CONSTRUCTION SCHEDULE

- a. Within fifteen (15) calendar days after the Award of Contract, the SUNWORKS shall prepare and submit to the Architect and District an as planned construction schedule showing in detail how the SUNWORKS 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 SUNWORKS 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 SUNWORKS 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 SUNWORKS's project office on site.
- c. The SUNWORKS 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 SUNWORKS 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 SUNWORKS may be granted a time extension if the SUNWORKS encounters an unavoidable delay of the work due to causes completely beyond the SUNWORKS's control and which the SUNWORKS 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 SUNWORKS 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 SUNWORKS 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 Project Manager 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 SUNWORKS. 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 Project Manager to consider a request for time extension, the SUNWORKS 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 SUNWORKS 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 an SUNWORKS 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 SUNWORKS 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 SUNWORKS shall provide to the District the actual, substantiated costs to SUNWORKS for which the SUNWORKS 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 SUNWORKS in the regular course of business, including, but not limited to, office overhead and ongoing insurance costs. Delay damages shall not include SUNWORKS or Sub-contractor markup for overhead and profit, but only actual, documented, and direct actual costs. The District shall not be liable for any damages which the SUNWORKS 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. Should the SUNWORKS 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, SUNWORKS 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. SUNWORKS may also be assessed liquidated damages for failure to meet milestones specified in the Contract Documents, regardless of impact on overall Project completion. SUNWORKS 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. It is expressly stipulated and agreed by SUNWORKS and District that it would be impractical and extremely difficult to fix the actual amount of damages.

b. Any money due or to become due the SUNWORKS may be retained to cover liquidated damages. Should such money not be sufficient to cover the liquidated damages, the District shall have the right to recover the balance from the SUNWORKS or SUNWORKS'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 damages as set forth in this section.

d. The assessment of Liquidated Damages does not otherwise limit the right of the Owner to claim a loss or damages incurred by the Owner for reasons other than delay (e.g. damages due to defective work).

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 SUNWORKS fails to correct work which is not performed in accordance with the Contract Documents, or if the SUNWORKS persistently fails to perform the work in accordance with the Contract Documents, the District may by written order direct the SUNWORKS 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 SUNWORKS or any other person

or entity, and the failure of the District to do so shall not be raised as a defense to the SUNWORKS's failure to perform the work in accordance with the Contract Documents.

b. Termination for Cause:

1). If the SUNWORKS refuses or fails to furnish sufficient materials, work force, equipment, and appurtenances to properly prosecute the work in a timely manner, or if SUNWORKS refuses or fails to comply with any provisions of the Contract Documents, or if SUNWORKS should file a bankruptcy petition or make a general assignment for the benefit of SUNWORKS's creditors or if a receiver should be appointed on account of SUNWORKS's insolvency, then the District may give the SUNWORKS and SUNWORKS's Surety written notice of intention to terminate the Contract. Unless within seven (7) calendar days after the serving of such notice upon the SUNWORKS and SUNWORKS'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 SUNWORKS and SUNWORKS's Surety.

2). In the event of termination for cause, in addition to all remedies available to the District, the SUNWORKS'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 SUNWORKS and SUNWORKS'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 SUNWORKS 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 SUNWORKS. In the event of termination or suspension for convenience, SUNWORKS 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 SUNWORKS's lost profits and other damages resulting from the termination or suspension for convenience.

24. ASSIGNMENT OF CONTRACT

The SUNWORKS 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 SUNWORKS or its Surety of their responsibilities under the Contract. The SUNWORKS may assign, without liability to the District, monies due the SUNWORKS 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 SUNWORKS shall be subject to

the same retention as other payments made to SUNWORKS, 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, SUNWORKS acknowledges that there may be other SUNWORKSs on or adjacent to the Project site whose work must be coordinated with that of its own. SUNWORKS expressly warrants and agrees that it will cooperate with other SUNWORKSs and will do nothing to delay, hinder, or interfere with the work of other SUNWORKSs, or that of the District, its Architect and Construction Manager. SUNWORKS also expressly agrees that in the event its work is hindered, delayed, interfered with, or otherwise affected by a separate SUNWORKS, its sole remedy will be a direct action against the separate SUNWORKS. To the extent allowed by law, the SUNWORKS 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 SUNWORKS.

b. If any part of SUNWORKS's work depends upon the work of a separate SUNWORKS, SUNWORKS 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 SUNWORKS. Failure of the SUNWORKS to so inspect and report shall constitute an acceptance of the other SUNWORKS's work, except as to defects which the SUNWORKS could not have detected through the reasonable inspection of the other SUNWORKS's work prior to the execution of SUNWORKS's work.

c. If SUNWORKS is aware of a current or potential conflict between SUNWORKS's work and the work of another SUNWORKS on the site, and is unable to informally resolve the conflict directly with the other SUNWORKS, SUNWORKS shall promptly provide written notice to the District, with a copy to the Architect and the other SUNWORKS, 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 SUNWORKS's negligence, any other SUNWORKS or Sub-contractor shall suffer loss or damage to the work, SUNWORKS shall make a reasonable effort to settle with such other SUNWORKS and Sub-contractor by agreement or arbitration. If such other SUNWORKS or Sub-contractor 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 SUNWORKS, who shall defend such proceedings at SUNWORKS'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 SUNWORKS 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, SUNWORKS's name and address, Sub-contractor'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 SUNWORKS and/or the Sub-contractors 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 SUNWORKS 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 SUNWORKS from complying with the requirements of the Contract Documents.

d. Any materials or equipment installed without approval shall be at the SUNWORKS's own risk, and SUNWORKS may be required to remove any such materials or equipment and install the specified items at SUNWORKS's own cost, including repairs to adjacent work.

27. PAYMENTS

a. Cost Breakdown:

Prior to submitting SUNWORKS's first request for payment, the SUNWORKS 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 SUNWORKS. 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 SUNWORKS 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 SUNWORKS for any purpose in connection with the performance and completion of the work.

c. Progress Payments:

The SUNWORKS will, on or about the last day of each month, make an estimate of the value of the work completed by SUNWORKS 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 SUNWORKS 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 SUNWORKS 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 SUNWORKS an amount equal to ninety five (95) percent of the approved estimate. 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 SUNWORKS 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 SUNWORKS.

d. Final Payment:

Within thirty (30) days after all required work is fully completed in accordance with the Contract Documents, the SUNWORKS 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 SUNWORKS 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 SUNWORKS 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 SUNWORKS ("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. SUNWORKS'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 SUNWORKS 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 SUNWORKS shall not constitute acceptance of the work or of any portion thereof, and shall in no way lessen the liability of the SUNWORKS 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 SUNWORKS:

It is mutually understood and agreed that when under any provision of this Contract the District shall charge any sums of money against the SUNWORKS, 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 SUNWORKS on account of the Contract. If on completion or termination of the Contract such monies due the SUNWORKS are found insufficient to cover the District's charges against the SUNWORKS, the District shall have the right to recover the balance from the SUNWORKS or the SUNWORKS's Sureties.

g. Release:

The SUNWORKS 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 Sub-contractors and Suppliers:

The SUNWORKS shall pay each Sub-contractor 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 Sub-contractor during the period for which the progress payment is made, less any retention as provided above.

i. Stop Notice Costs:

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The District reserves the right to charge the SUNWORKS 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 SUNWORKS 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 SUNWORKS'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 SUNWORKS 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 SUNWORKS maintains that the disputed work represents a modification to the Contract, SUNWORKS may submit a claim in accordance with Article 50, Resolution of Construction Claims. Notwithstanding any dispute regarding the requirements of the Contract Documents, SUNWORKS shall promptly and fully comply with the District's directive. SUNWORKS'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 SUNWORKS and/or use its own forces to complete the disputed work at SUNWORKS's sole expense, and may deduct the cost of such work from the Contract price.

b) When the Modification is proposed, the SUNWORKS 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 SUNWORKS. The SUNWORKS's overhead and profit on the cost of subcontracts shall be a sum not exceeding ten percent (10%) of such costs. The SUNWORKS's overhead and profit on the costs of work performed by the SUNWORKS 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 SUNWORKS or Sub-contractors or to credits. No processing or similar fees may be charged by the SUNWORKS in connection with the Modification.

(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 SUNWORKS:

"The undersigned SUNWORKS 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 SUNWORKS knows are false are made at the sole risk of the SUNWORKS 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 SUNWORKS'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 proposal 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 Sub-contractor, the amount shall be determined as set forth above under items (1) to (5) inclusive. The SUNWORKS'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

SUNWORKS 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 SUNWORKS'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 SUNWORKS of receipt of any third-party claim relating to this Project.

30. WARRANTY OF TITLE

SUNWORKS 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 SUNWORKS. SUNWORKS 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 SUNWORKS of any of SUNWORKS's responsibilities under the Contract nor act as a waiver by the District of any of the conditions thereof. SUNWORKS shall continue to maintain all insurance, including Builder's Risk insurance, on the entire Project, and diligently pursue full completion of the work.

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32. GUARANTEE & WARRANTY

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

We hereby guarantee and warrant our work on the Proposition 39 Energy Project for a period of two (2) years from the date of filing of the Notice of Completion.

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

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

33. PROTECTION OF WORK AND PROPERTY

a. The SUNWORKS shall be responsible for each operation and all work on the Project, both permanent and temporary. The SUNWORKS 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 SUNWORKS be covered by another SUNWORKS and damage or defects result, the whole work affected shall be made good by the SUNWORKS to the satisfaction of the Architect and District without expense to the District. The SUNWORKS shall take reasonable care to avoid damage to existing facilities or utilities, whether on the Project or adjacent to it, and SUNWORKS shall be liable for any damage thereto or interruption of service due to SUNWORKS's operations. If the SUNWORKS encounters any facilities or utilities not shown on the drawings or not reasonably inferable therefrom, SUNWORKS 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 SUNWORKS will be given directives on what action to take, and any additional cost to the SUNWORKS 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, SUNWORKS shall confine SUNWORKS's operations within the indicated property limits. The SUNWORKS 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 SUNWORKS 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 SUNWORKS 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 SUNWORKS 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 Request for Proposals.

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 SUNWORKS. The burden of proof of equality is on the SUNWORKS, and SUNWORKS 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 SUNWORKS shall install the item called for. Proposed substitutions and any changes in adjacent work caused by them shall be made by the SUNWORKS 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 SUNWORKS from complying with the requirements of the drawings and Specifications.

c. In the event SUNWORKS makes substitutions in materials, equipment, or designs, with or without the District's approval, other than those authorized herein, the SUNWORKS 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 SUNWORKS's expense,

including any repairs or replacement resulting therefrom. The SUNWORKS shall notify the District and Architect when and where such materials, equipment or other work are ready for testing, and SUNWORKS shall bear the cost of making them available for testing. The SUNWORKS 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. 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 SUNWORKS. If retesting or additional testing is necessary because of substandard initial test results, the costs thereof shall be paid by the SUNWORKS, 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 SUNWORKS'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 SUNWORKS shall be charged to the SUNWORKS.

b. Inspection and testing by the District or its representatives shall not relieve the SUNWORKS from complying with the requirements of the Contract Documents. The SUNWORKS is responsible for its own quality control.

c. Whenever required by the District or Architect, the SUNWORKS 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 SUNWORKS. Should such work be found satisfactory, the cost of examination and reconstruction of the work shall be paid by Change Order unless the SUNWORKS improperly covered the work before it could be inspected or tested. If the SUNWORKS considers it necessary or desirable to work on Saturday, Sunday or a holiday, SUNWORKS shall seek written approval from the District at least forty-eight (48) hours before the commencement of such work.

39. CLEANUP

a. The SUNWORKS 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 SUNWORKS 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 SUNWORKS was involved, all to the satisfaction of the Architect and District. The exterior of the buildings, playfields, exterior improvements, planting spaces, and other work areas shall be similarly clean and in good order.

40. CONSTRUCTION WASTE MANAGEMENT

a. Scope

- 1). This Article includes requirements for the diversion by the SUNWORKS of construction and demolition debris from landfills. The SUNWORKS shall develop and implement a Waste Management Plan as specified herein. The SUNWORKS shall take a pro-active, responsible role in the management of construction and demolition waste and require all Sub-contractors, 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 SUNWORKS is encouraged to use waste hauling companies that separate recyclable materials. The SUNWORKS shall work with its waste haulers in providing other recycling methods as appropriate.
- 5). The SUNWORKS 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 SUNWORKS.

b. References

- 1). "Builders' Guide to Reuse and Recycling, A Directory for Construction and Demolition Materials."
- 2). "Construction Site Recycling, a Guide for Building SUNWORKSs ". 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 SUNWORKS 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 SUNWORKS 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 SUNWORKS shall not permit materials designated for diversion to become contaminated or to contaminate the site or surrounding areas.

2). Training and Coordination:

- i) The SUNWORKS shall designate an on-site party [or parties] who will be responsible for instructing workers and Sub-contractors, and overseeing and documenting the results of the Waste Management Plan for the Project.
- ii) The SUNWORKS shall furnish copies of the Waste Management Plan to all on-site supervisors, each Sub-contractor, and the District's representative.
- iii) The SUNWORKS shall include construction waste management as an item on the agenda of all progress meetings.

3). The Waste Management Plan:

- i) The SUNWORKS 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 SUNWORKS's staff responsible for waste prevention and management.

vi) List the actions that will be taken to reduce solid waste generation, including coordination with Sub-contractors 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 SUNWORKS 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 SUNWORKS shall promptly revise and resubmit the Plan as required by the Architect. Review of the SUNWORKS's Waste Management Plan will not relieve the SUNWORKS of responsibility for compliance with applicable environmental regulations or meeting Project diversion requirements.

g. Plan Implementation

- 1). The SUNWORKS shall implement the approved Waste Management Plan.
- 2). The SUNWORKS shall maintain a log of each load and of each category of waste that is diverted from the landfill. The SUNWORKS shall separately log the debris sent to a Class III landfill and materials sent to recycling facilities.
- 3). The SUNWORKS 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 SUNWORKS 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. SUNWORKS'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 salvagable 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 nonhazardous 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 nonhazardous and biodegradable.

41. INSTRUCTIONS AND MANUALS

Three (3) copies of the maintenance instructions application/installation instructions and service manuals called for in the Specifications shall be provided by the SUNWORKS. 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 manufacturers' 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 SUNWORKS or appropriate Sub-contractors 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 SUNWORKS and all Sub-contractors 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 SUNWORKS 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 section 22300, SUNWORKS 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 Section 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 SUNWORKS 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 SUNWORKS. SUNWORKS shall be the beneficial owner of the securities and shall receive any interest thereon. The SUNWORKS may alternatively request

District to make payment of retentions earned directly to the escrow agent at the expense of the SUNWORKS.

b. At the expense of the SUNWORKS, the SUNWORKS may direct the investment of the payments into securities and the SUNWORKS shall receive the interest earned on the investments upon the same terms provided for above for securities deposited by SUNWORKS. Upon satisfactory completion of the contract, SUNWORKS shall receive from the escrow agent all securities, interest, and payments received by the escrow agent from the District. The SUNWORKS shall pay to each Sub-contractor, not later than 20 days of receipt of payment, the respective amount of interest earned, net of costs attributed to retention withheld from each Sub-contractor, on the amount of retention.

c. Any escrow agreement entered into pursuant to this Article shall comply with Public Contract Code section 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 SUNWORKS 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 SUNWORKS agrees to require like compliance by all Sub-contractors and suppliers.

45. LABOR STANDARDS

a. Work Hours:

In accordance with Labor Code section 1810, eight (8) hours of labor shall constitute a legal day's work under this Contract. SUNWORKS and any Sub-contractor shall pay workers overtime pay as required by Labor Code section 1815. The SUNWORKS 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:

SUNWORKS 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 SUNWORKS or any Sub-contractor 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:

SUNWORKS 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 SUNWORKSs and Sub-contractors 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 SUNWORKSs and Sub-contractors 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 SUNWORKS.

d. The SUNWORKS shall be knowledgeable of and comply with Labor Code sections 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 section 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. SUNWORKS shall post a copy of the document at each job site.

b. Prevailing Wage Rate:

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

c. Penalty:

In accordance with Section 1775 of the Labor Code, the SUNWORKS shall forfeit to the District as penalty, the sum of fifty dollars (\$50) 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 SUNWORKS or by any Sub-contractor. SUNWORKS 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 SUNWORKS agrees to comply with the provisions of Sections 1776 and 1812 of the Labor Code. The SUNWORKS and each Sub-contractor 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 SUNWORKS 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 SUNWORKS, Sub-contractors, 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 SUNWORKS.

c. The SUNWORKS 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 SUNWORKS awarded the Contract or performing the Contract shall not be marked or obliterated.

d. The SUNWORKS 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 SUNWORKS shall have ten days in which to comply subsequent to receipt of written notice specifying in what respects the SUNWORKS must comply with this section. Should noncompliance still be evident after the ten day period, the SUNWORKS shall, as a penalty to the District, forfeit twenty-five dollars (\$25) 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 SUNWORKS.

48. PROJECT COMPLETION

a. When all of the work to be performed under this Contract is has been fully completed, the SUNWORKS shall notify the Architect and District, in writing, setting a date for inspection

The SUNWORKS and Sub-contractor 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 SUNWORKS from fulfilling all requirements of the Contract Documents.

b. The Architect will promptly deliver the punch list to the SUNWORKS and it will include a period of time by which the SUNWORKS 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.

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 SUNWORKS shall promptly, and before the following conditions are disturbed, provide written notice to the District if the SUNWORKS finds any of the following conditions:

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

(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 SUNWORKS generally performs.

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

b. Regional Notification Center:

The SUNWORKS, 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 SUNWORKS unless an inquiry identification number has been assigned to the SUNWORKS or any Sub-contractor and the SUNWORKS has given the District the identification number. Any damages or delays arising from SUNWORKS's failure to make appropriate notification shall be at the sole risk and expense of the SUNWORKS and shall not be considered for an extension of the Contract time.

c. Existing Utility Lines:

1). Pursuant to Government Code section 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. SUNWORKS shall not be assessed for 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 SUNWORKS of responsibilities to exercise reasonable care nor costs of repair due to SUNWORKS's failure to do so. The District shall compensate SUNWORKS for the costs of locating and repairing damage not due to the failure of SUNWORKS 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 SUNWORKS 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 SUNWORKS, while performing work under this Contract, discovers utility facilities not identified by the District in the project plans and Specifications, SUNWORKS 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 SUNWORKS.

d. Prompt Notification:

SUNWORKS 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 SUNWORKS to promptly notify the District in writing, pursuant to these provisions, shall constitute SUNWORKS's waiver of any claim for damages incurred as a result of the conditions.

e. Trenches Five Feet and Deeper:

Pursuant to Labor Code section 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 SUNWORKS 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 SUNWORKS 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 SUNWORKS for a time extension or payment of money or damages arising from work done by or on behalf of SUNWORKS 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 SUNWORKS. Any additional information shall be requested and provided upon mutual agreement of the District and the SUNWORKS. District's written response to the claim shall be submitted to SUNWORKS 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 SUNWORKS in producing the additional information, whichever is greater.

c. Within 15 days of receipt of the District's response, if SUNWORKS disputes the District's written response, or within 15 days of the District's failure to respond within the time prescribed, the SUNWORKS 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 SUNWORKS 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 SUNWORKS 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.

h. In addition, for all unresolved claims that the SUNWORKS wishes to pursue, the SUNWORKS 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 SUNWORKS 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 (Applies to K-12 districts only.)

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 SUNWORKS 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 (Applies to K-12 districts only.)

The SUNWORKS 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 SUNWORKS 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 SUNWORKS agrees to maintain such records for a period of three years after final payment under the Contract.

53. FINGERPRINTING (Applies to K-12 districts only.)

District Determination of Fingerprinting Requirement Application

The District has considered the totality of the circumstances concerning the Project and has determined that the SUNWORKS and SUNWORKS's employee (which includes **Sub-contractor employees**):

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

X 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 SUNWORKS acknowledges that SUNWORKS is entering into a contract for the construction, reconstruction, rehabilitation, or repair of a school facility where the SUNWORKS and/or SUNWORKS'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 SUNWORKS shall, at SUNWORKS's own expense, (1) install a physical barrier to limit contact with students by SUNWORKS and/or SUNWORKS's employees, and/or (2) provide for the continuous supervision and monitoring of the SUNWORKS and/or SUNWORKS's employees by an employee of the SUNWORKS who has received fingerprint clearance from the California Department of Justice, and/or (3) provide for the surveillance of the SUNWORKS and SUNWORKS'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 SUNWORKS acknowledges that SUNWORKS 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 SUNWORKS and SUNWORKS's employees on a school site: (1) SUNWORKS and SUNWORKS's employees shall check in with the school office each day immediately upon arriving at the school site; (2) SUNWORKS and SUNWORKS's employees shall inform school office staff of their proposed activities and location at the school site; (3) Once at such location, SUNWORKS and SUNWORKS's employees shall not change locations without contacting the school office; (4) SUNWORKS and SUNWORKS's employees shall not use student restroom facilities; and (5) If SUNWORKS and/or SUNWORKS's employees find themselves alone with a student, SUNWORKS and SUNWORKS'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

The project is subject to compliance monitoring and enforcement by the California Department of Industrial Relations. In accordance with Labor Code section 1771.1, the SUNWORKS and all Sub-contractors working at the site shall be duly registered with the Department of Industrial Relations at time of submitting proposals and at all relevant times. Proof of registration shall be provided as to all such SUNWORKSs prior to the commencement of any work. SUNWORKS 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 five days of award of the contract.

55. DRUG-FREE WORKPLACE CERTIFICATION

SUNWORKS certifies all of the following:

- a. SUNWORKS is aware of the provisions and requirements of California Government Code §§ 8350 et seq., the Drug Free Workplace Act of 1990.
- b. SUNWORKS is authorized to certify, and does certify, that a drug free workplace will be provided by doing all of the following:
 - 1). Publishing a statement notifying all employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in SUNWORKS's workplace and specifying actions which will be taken against employees for a violation of the prohibition;
 - 2). Establishing a drug-free awareness program to inform employees about all of the following:
 - (i) The dangers of drug abuse in the workplace;
 - (ii) SUNWORKS'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;
 - 3.) 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 SUNWORKS in connection with the Work on the Project, the employee agrees to abide by the terms of the statement.

c. SUNWORKS understands that if the District determines that SUNWORKS 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. SUNWORKS further understands that, should SUNWORKS violate the terms of the Drug-Free Workplace Act of 1990, SUNWORKS 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.

ATTACHMENT E: PERFORMANCE BOND

WHEREAS, the Governing Board of the Gravenstein Union School District ("District"), at its meeting on _____, 20____, has awarded to _____ ("Principal"), the Contract for performance of the following project ("Project"):

- Proposition 39 Clean Energy Generation Project

WHEREAS, the Principal is required under the terms of the Contract to furnish a bond to the District as obligee ensuring its full and faithful performance of the Contract Documents, which are fully incorporated herein by this reference,

NOW, THEREFORE, we, the Principal and _____, as Surety, hereby guarantee the Principal's full, faithful and complete performance of the Contract Document requirements in the penal sum of _____

dollars

(\$ _____) for the payment of which sum will and truly be made, we bind ourselves, our heirs, executors, administrators and successors, jointly, severally, and firmly by this agreement to perform or have performed all of the work and activities required to complete the Project pursuant to the Contract Documents and to pay to the District all damages the District incurs as a result of the Principal's failure to fully perform in accordance with the Contract Documents.

The condition of the obligation is such that if the Principal, its heirs, executors, administrators, successors or assigns shall in all things abide by, and well and truly keep and perform the covenants, conditions and agreements in the Contract Documents and any amendment thereof made as therein provided, on its or their parts to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall insure and indemnify and save harmless the District, its officers and agents, as therein stipulated, then this obligation shall become null and void. Otherwise, it shall be and remain in full force and effect.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the Contract Documents shall in any way affect its obligations on this bond and it does hereby waive notice of any such change, extension of time, alteration or addition.

Principal and Surety further agree to pay all costs incurred by the District in connection with enforcement of this bond, including, but not limited to the District's reasonable attorney's fees and costs incurred, with or without suit, in addition to any other sum required by this bond. Surety further agrees that death, dissolution, or bankruptcy of the Principal shall not relieve the Surety of its obligations hereunder.

In witness whereof, this instrument has been duly executed by the Principal and Surety this _____ day of _____, 20____.

*To be signed by
Principal and Surety
and acknowledgment
and notarial seal to
be attached.*

PRINCIPAL

By: _____

TITLE _____

SURETY

By: _____

TITLE _____

The above bond is accepted and approved this _____ day of _____,
20__.

By: _____
Authorized District Signature

ATTACHMENT F: PAYMENT BOND

WHEREAS, the _____ District ("District") and the SUNWORKS, _____ ("Principal") have entered into a contract ("Contract") for the furnishing of all materials, labor, services, equipment, tools, supervision and transportation necessary, convenient and proper for the _____ project ("Project") which Contract dated _____, 2____, and all of the Contract Documents made part thereof are fully incorporated herein by this reference; and

WHEREAS, SUNWORKS/Principal is required by Division 4, Part 6, Title 3, Chapter 5 (commencing at Section 9550) of the California Civil Code to furnish a bond in connection with the contract;

NOW, THEREFORE, we, the SUNWORKS/Principal and _____ as Surety, are held firmly bound unto Owner in the penal sum of \$ _____ Dollars (\$ _____), lawful money of the United States of America for the payment of which sum well and truly to be made, we hind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if the SUNWORKS/Principal, his/her or its heirs, executors, administrators, successors, or assigns, or a Sub-contractor, shall fail to pay any person or persons named in Civil Code Section 9100 or fail to pay for any materials or other supplies used in, upon, for, or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Code with respect to work or labor thereon of any kind, or shall fail to deduct, withhold, and pay over to the Employment Development Department any amounts required to be deducted, withheld, and paid over by Section 13020 of the Unemployment Insurance Code with respect to work and labor thereon of any kind, then said Surety will pay for the same, in or to an amount not exceeding the amount set forth above, and in case suit is brought upon this bond Surety will also pay such reasonable attorney's fees as shall be fixed by the court, awarded and taxed as provided in Division 4, Part 6, Title 3, Chapter 5 (commencing at Section 9550) of the California Civil Code.

This bond shall inure to the benefit of any of the persons named in Section 9100 of the California Civil Code so as to give a right of action to such person or their assigns in any suit brought upon this bond. It is further stipulated and agreed that the Surety of this bond shall not be exonerated or released from the obligation of the bond by any change, extension of time for performance, addition, alteration, or modification in, to, or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement described above or pertaining or relating to the furnishing of labor, materials, or equipment therefor, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement described above, nor by any rescission or attempted rescission of the contract, agreement, or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the bond, and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given, and under no circumstances shall Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the Owner and original SUNWORKS or on the part of any obligee named in such bond, but the sole conditions of recovery shall be that claimant is a person described in Section 8400 and 8402 of the California Civil Code and has not been paid the full amount of his/her or its claim and that Surety does hereby waive notice of any such change, extension of time, addition, alteration, or modification.

RFQ/RFP For Solar Photovoltaic System

In witness whereof, this instrument has been duly executed by the Principal and Surety this _____ day of _____, 20__.

*To be signed by
Principal and Surety
and acknowledgment
and notarial seal to
be attached.*

PRINCIPAL

By:

Title

SURETY

By:

Title

The above bond is accepted and approved this _____ day of _____, 20__.

By: _____
Authorized District Signature

OPERATIONS & MAINTENANCE AGREEMENT

| | |
|---|--|
| <p>Sunworks United, Inc. Name and Title for Notices: William Watson Director of O&M</p> <p>Solar United Network Inc. 1030 Winding Creek Rd. Suite 100 Roseville, CA 95678 Phone: 916.409.6900 Fax: (916) 783-2275</p> | <p>Gravenstein Union School District Name and Title for Notices: Jennifer Schwinn Superintendent</p> <p>Gravenstein Union School District 3840 Twig Ave Sebastopol, CA 95472 Phone (707) 823-7008</p> |
|---|--|

This Operations and Maintenance Agreement (this "Agreement") is entered into as of July 10, 2018 (the "Effective Date") between Sunworks and District. District hereby engages Sunworks and Sunworks hereby accepts such engagement to perform certain maintenance services for the system or systems identified in Exhibit A hereof (the "System"), located on the site(s) described in Exhibit A hereof (the "Site(s)) in accordance with the terms and conditions set forth below. Therefore, in consideration of the promises and undertakings set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Sunworks and District (each a "Party" and together, the "Parties"), intending to be legally bound, hereby agree as follows:

1. Term. The term of this Agreement is specified Exhibit A attached hereto (the "Term"), unless sooner terminated in accordance with the provisions hereof. Except as provided herein, this Agreement may be extended or renewed only upon mutual agreement by the Parties.

Performance Guarantee. The performance guarantee is specified Exhibit B attached hereto the Agreement. Except as provided herein, this Agreement may be extended or renewed only upon mutual agreement by the parties.

2. Services.

(a) System Services. Throughout the Term, Sunworks shall perform and provide all the system services pursuant to the specific service package selected by District as specified in Exhibit A (the "System Services").

(b) Additional Services. Throughout the Term, Sunworks shall perform and provide all the additional services selected by District as specified in Exhibit A (the "Additional Services"), and together with System Services, the "Subscription Services").

(c) Transactional Services. In addition to the Subscription Services, Sunworks may, throughout the Term, provide services not included in the Subscription Services on a transactional basis in accordance with the rate table set forth in Exhibit B ("Transactional Services"), and together with Subscription Services, the "Services"). In the event District requests that Sunworks provide Transactional Services or Sunworks recommends that Transactional Services be provided in connection with the System, Sunworks and District shall discuss the scope of such Transactional Services and District shall execute a purchase order for such Transactional Services. Sunworks shall have no obligation to perform Transactional Services hereunder until a purchase order with respect thereto shall have been executed by District.

(d) Emergency. If Sunworks or District learn of an event occurring at the Site(s) or any adjoining property that poses actual or imminent risk of serious personal injury to any person or material physical damage to the System or to the interconnection facilities (an "Emergency"), each Party shall immediately notify the other Party thereof and District and Sunworks shall jointly attempt to formulate a response. Sunworks may, in the good faith determination of

Sunworks, take immediate preventative or remedial action as may be necessary to ensure the (i) continued operation of the System and (ii) safety of personnel and property at the Site(s). All such remedial or preventative actions shall be deemed Transactional Services approved hereunder and District shall issue a purchase order for such Transactional Services as soon as practicable.

3. Commencement of System Services. Sunworks is to commence provision of System Services upon notice from Sunworks to District, which notice shall be delivered no later than the final completion date of the System (as such event is contemplated in the equipment, procurement and construction agreement between District and Sunworks) (the "Commencement Date").

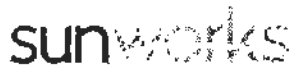
4. Compensation. District shall pay annually in advance, commencing on the Commencement Date hereof and on each anniversary of the Commencement Date, the Subscription Services Fee set forth in Exhibit A (the "Subscription Services Fee"). All Transactional Services performed hereunder shall be billed monthly in arrears for the Transactional Service performed during the previous month. District shall pay all amounts invoiced hereunder within thirty (30) days from the invoice date. In addition to any interest due on unpaid amounts hereunder and to any other right or remedy available to Sunworks hereunder, District shall pay District all reasonable attorney's fees and costs associated with the collection by District of any amounts due hereunder.

5. Taxes. Sunworks shall invoice District separately for any sales, use or ad valorem taxes or other governmental taxes or fees imposed by any governmental authority in connection with the Services performed hereunder.

6. Termination.

(a) Termination Without Cause. District may terminate this Agreement, without cause, by giving Sunworks at least 90 days prior written notice.

(b) Termination For Cause. If either Party hereunder defaults in the performance of any obligation hereunder and said default is not cured within 30 days after written notice thereof, the non-defaulting Party may terminate this Agreement for cause upon 10 days' notice; provided, that if the default cannot reasonably be remedied within such 30 day period and the defaulting Party



(a) Termination Without Cause. District may terminate this Agreement, without cause, by giving Sunworks at least 90 days prior written notice.

(b) Termination For Cause. If either Party hereunder defaults in the performance of any obligation hereunder and said default is not cured within 30 days after written notice thereof, the non-defaulting Party may terminate this Agreement for cause upon 10 days' notice; provided, that if the default cannot reasonably be remedied within such 30 day period and the defaulting Party exercises diligent efforts to cure such default, the defaulting Party shall be afforded additional time to cure such default as may be reasonably required

(c) Termination for Non-Payment. Notwithstanding the provisions of Section 6(b) above, if District fails to pay any undisputed amounts due hereunder Sunworks may (i) suspend the provision of Services hereunder within three days after notice thereof to District and (ii) terminate this Agreement for non-payment upon notice to District if such failure remains uncured for 10 days following notice thereof.

(d) Termination Without Notice. Notwithstanding any provisions of this Section 6 to the contrary, this Agreement shall terminate immediately and without the requirement for notice to be given, upon (i) the dissolution or termination of the corporate or partnership existence of a Party or (ii) the bankruptcy, insolvency, receivership, or assignment for the benefit of the creditors of a Party, or any general partner of such Party.

(e) Consequences of Termination. Termination of this Agreement shall not affect any rights or obligations between the Parties accruing prior to the date of such termination or which expressly or by implication are intended to survive termination. If either Party terminates this Agreement pursuant to this Section 6, District shall pay Sunworks for all satisfactorily performed Transactional Services prior to the effective date of such termination and (i) if Sunworks terminates pursuant to clause (a), or if District terminates pursuant to clause (b) or (d), Sunworks shall return to District the proportionate share of the Subscription Services Fee paid by District for the portion of the Term remaining following the effective date of such termination or (ii) if otherwise terminated pursuant to clauses (a), (b), (c) or (d), Sunworks shall retain the proportionate share of the Subscription Services Fee paid by District for the portion of the Term remaining following the effective date of such termination.

7. Manner of Sunworks' Performance. In performing and providing the Services, Sunworks shall use its commercially reasonable efforts to comply with all applicable federal, state and local laws, ordinances, orders, rules and regulations, including, without limitation, obtaining and maintaining all requisite permits and licenses pertaining to the Services and take all reasonable measures to avoid injury to any person or property and to minimize interference with District's activities at the Site(s). All persons employed, contracted or otherwise utilized by Sunworks in performing or providing the Services shall be fully qualified and skilled in their trade.

8. Access To Site(s). On each date of Service with respect to any District Site(s) and for so long as any Services are provided by Sunworks hereunder, District shall enable Sunworks or any of its subcontractors or agents to gain free, unobstructed, access to the Site(s) for the purpose of performing the Services hereunder and

shall keep the Site(s) free and clear from any encumbrances, obstructions or hazardous materials.

Services to be performed on an operating school Site shall be coordinated in advance with the District to minimize any disruption of scheduled activities on said Site. Sunworks shall take such preventative measures necessary to ensure that all employees, subcontractors and other individuals authorized on the Site refrain from any personal contact or conversations with the students on Site.

9. Warranty.

(a) Service Warranty. Sunworks warrants for a period of one year from the date of performance of any specific Service hereunder (the "**Warranty Period**"), that such Services shall be performed in a good and workmanlike manner in accordance with industry practices generally acceptable in the location in which such Services are provided and all requirements of law (the "**Service Warranty**").

(b) Exclusive and Limited Remedies. Provided Sunworks is notified of a defect covered by the Service Warranty within the Warranty Period, Sunworks shall, at its option and its sole cost and expense, either repair, replace or re-perform any such non-conforming services. Such repair, replacement and/or re-performance constitutes District's sole and exclusive remedy for any breach of the Services Warranty, and shall not extend the Warranty Period.

(c) Limitation and Exclusion of Warranties. THE SERVICES WARRANTY SET FORTH IN THIS SECTION 8 IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ARISING FROM COURSE OF DEALING OR USAGE OF TRADE OR OTHERWISE. THERE ARE NO OTHER WARRANTIES, AGREEMENTS OR UNDERSTANDINGS, ORAL OR WRITTEN, WHICH EXTEND BEYOND THOSE SET FORTH IN THIS SECTION 8 WITH RESPECT TO THE SERVICES WHETHER THE CLAIMS OF DISTRICT ARE BASED IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHERWISE. Sunworks shall not be liable for breach of the Services Warranty to the extent such breach arises from: (i) modifications, alterations or repairs to the System not performed by Sunworks; (ii) nonconformities to the extent caused by the System not being operated by District or any third party in accordance with any manuals and revisions thereto (including the replacement of worn or failed parts); or (iii) any damage to the System caused by accident, vandalism, malicious mischief, theft or attempted theft or any other Force Majeure Event (as defined below).

10. Indemnification. Each Party shall protect, defend, indemnify and hold harmless the other Party and its affiliates, officers, employees, partners, members, successors and assigns from and against any and all claims, liabilities, loss, costs, or damages, including court costs and attorneys' fees arising out of or resulting from any claim by any third party for personal injury (including death) or damage to property caused by the gross negligence, fraud or willful misconduct of the indemnifying Party.

11. Insurance.

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(a) Sunworks shall obtain and maintain throughout the Term, at its sole cost and expense, the insurance coverage described in the Insurance Annex attached hereto.

(b) District shall be responsible for purchasing and maintaining the District's usual liability insurance. Additionally, District shall, during the Term, carry and maintain, or cause to be carried and maintained, at its own expense, "All Risk" property insurance coverage for the System against the risk of physical loss or damage from whatever cause, including mechanical and electrical breakdown coverage during the term of this Agreement, subject to normal policy exclusions, but including, however, coverage for resultant loss or damage arising from faulty materials, workmanship, service or design that limits the non-covered costs to those costs incurred to improve the original materials, workmanship or design (such coverage being equivalent to LEG 3 coverage). District shall waive rights of subrogation for those damages caused by fire or other causes of loss covered by the property insurer, and the property policy shall be endorsed to provide a waiver of subrogation in favor of Sunworks. Such insurance policy or policies shall be in an amount at least equivalent to 100% of the full replacement cost of the System (the "Coverage Amount"), and shall provide replacement cost coverage, as well as coverage for removal of debris.

12. LIMITATION ON LIABILITY.

(a) CONSEQUENTIAL DAMAGES. IN NO EVENT WILL SUNWORKS OR ANY OF ITS AFFILIATES EMPLOYEES OR CONTRACTORS BE LIABLE TO DISTRICT OR ANY OF ITS AFFILIATES OR EMPLOYEES OR TO ANY THIRD PARTY FOR (I) ANY LOSS OF PROFIT OR REVENUE, OR FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR SIMILAR OR ADDITIONAL DAMAGES, WHETHER INCURRED OR SUFFERED AS A RESULT OF THE UNAVAILABILITY OF FACILITIES, PERFORMANCE, NON-PERFORMANCE, TERMINATION, BREACH, OR OTHER ACTION OR INACTION UNDER THE AGREEMENT, OR (II) FOR ANY OTHER REASON, EVEN IF DISTRICT ADVISES SUNWORKS OF THE POSSIBILITY OF THIS LOSS OR DAMAGE.

(b) LIABILITY CAP. IN NO EVENT SHALL SUNWORKS' TOTAL AGGREGATE LIABILITY UNDER THIS AGREEMENT IN ANY GIVEN YEAR EXCEED \$10,000.00

13. Assignment; Successors and Assigns. Each Party's rights, duties and obligations under this Agreement shall not be assigned without the prior written consent of the other Party; provided, however, that Sunworks may assign this Agreement to affiliates of Sunworks without the prior written consent of District. Notwithstanding anything to the contrary herein, Sunworks may delegate its duties hereunder to its subcontractors, provided that Sunworks shall continue to be primarily responsible for all of its obligations hereunder.

14. Notices. All notices, demands and consents provided for in this Agreement shall be in writing and shall be given to District or Sunworks at the address set forth in Exhibit A, or at such other address and/or to the attention of such other person as they individually may specify thereafter in writing. Such notice or other communication shall be: (a) mailed by United States registered or certified mail, return receipt requested, postage prepaid and deposited in a United States Post Office or a depository for the

receipt of mail regularly maintained by the Post Office and be deemed given on the third (3rd) business day following such deposit; (b) sent by reputable overnight carrier (e.g., Federal Express, UPS, DHL, Purolator) and be deemed given when delivered to such carrier; (c) sent by facsimile and be deemed given on the date sent; or (d) delivered by hand and be deemed given on the date delivered.

15. Force Majeure. Other than with respect to failure to make payments due under this Agreement, neither Party shall be liable under this Agreement for delays, failures to perform, damages, losses or destruction, or malfunction of any equipment, or any consequence thereof, caused by, or due to any cause beyond its reasonable control, including, but not limited to, fire, earthquake, wind, flood, water, the elements, acts of God, third party labor disputes, utility curtailments, power failures, explosions, civil disturbances, vandalism, governmental actions, shortages of equipment or supplies, unavailability of transportation or acts or omissions of third parties (any such event, a "Force Majeure Event"). If the performance of Services by Sunworks is delayed due to inclement weather or other cause or circumstance beyond Sunworks' control, Sunworks shall be excused from its obligation to perform the Services and such performance shall be rescheduled to a future date.

(a) Amendments. Except as otherwise herein provided, any and all amendments, additions or deletions to this Agreement shall be null and void unless approved by each of the Parties hereto in writing.

16. Complete Agreement. This Agreement constitutes the entire agreement between District and Sunworks as to the matters set forth herein, and any and all previous agreements (written or oral) entered into between the Parties hereto with respect to the matters set forth herein shall be deemed merged herewith. In the event of a conflict between the terms of this Agreement and any exhibit attached hereto, the terms of this Agreement shall control.

17. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall comprise but a single instrument.

18. Severability. If any provisions of this Agreement shall be found to be invalid or unenforceable to any extent, the remainder of this Agreement shall not be affected thereby, and this Agreement shall be enforced to the greatest extent permitted by law.

19. Independent Contractor. Sunworks shall perform the Services hereunder as an independent contractor and not as an agent or employee of District, its parent, subsidiaries or affiliates.

20. Law and Venue. This Agreement shall be governed in all respects by and construed in accordance with the laws of the State of California without regard to conflicts of law provisions that would mandate that application of the laws of another jurisdiction. Any litigation between the parties shall be conducted exclusively in the state or federal courts in the State of California, and each Party hereby unconditionally submits to the exclusive jurisdiction of such courts.



SUNWORKS CORPORATION, SYSTEMS

By: _____

Name: _____

Title: _____

GRAVENSTEIN UNION SCHOOL DISTRICT

By: _____

Name: _____

Title: _____

INSURANCE ANNEX

1. Commercial General Liability in the minimum amount of \$1,000,000 combined single limit (which may be satisfied by Sunworks' obtaining primary coverage in an amount not less than \$1,000,000 per occurrence and umbrella coverage in an amount equal to the difference between \$1,000,000 and the amount of such primary liability coverage), and \$2,000,000 in aggregate, including (a) broad form contractual liability coverage (which shall also expressly cover and designate the Sunworks' indemnity obligations in Section (0), (b) explosion, collapse and underground property damage (as necessary) and (c) products/completed operations;
2. Comprehensive Automobile Liability in the minimum amount of \$1,000,000 combined single limit, including owned, hired and non-owned vehicles;
3. Excess Liability in the minimum amount of \$1,000,000 over \$1,000,000 which shall be in excess of the primary coverage referred to in clauses 1 and 2 above; and
4. Workers' Compensation in the minimum amount required by statute and Employers' Liability with minimum limit of \$500,000 or as required by law.

The insurance described in clauses 1 and 2 above shall only respond to any allegation, claim, loss, damage, demand or judgment or other cause of action arising out of the obligations of Sunworks under this Agreement and shall be primary in connection therewith. All insurance to be obtained by Sunworks shall be in form and substance satisfactory to District, shall name District as an additional insured and shall be issued by insurers with a Best rating of A:VI or better (unless, in each instance, District has given Sunworks prior written approval of an insurer with a lower rating). Sunworks shall provide District with certificates evidencing all insurance coverage required by this Insurance Annex within five days from the date of this Agreement. Sunworks shall provide District with evidence satisfactory to District that such policies and bond have been renewed not less than 30 days prior to the scheduled expiration date thereof. District will not reimburse Sunworks for Sunworks' cost of such insurance or bond or for any and all coverage that Sunworks obtains for its own account or any coverage above District's requirements.

Exhibit A

| | |
|----------------------------|--|
| 1. Site Locations: | Gravenstein Elementary 3840 Twig Ave Sebastopol, CA 95472 Hillcrest Middle School 725 Bloomfield Rd Sebastopol, CA 95472 |
| 2. Description of Systems: | Gravenstein Elementary School 71.4 kW _{DC} Roof mount, 193 – Modules Hillcrest Middle School 102.1 kW _{DC} Canopy mount, 276 – Modules |
| 3. Subscription Services: | a. Two panel cleanings per year minimum, more if required to maintain performance within 5% of design b. Vegetation management at a minimum annually, but more frequently as required c. Annual Pest Control: identify intrusions, eliminate infestations, perform action to prevent future infestations d. Required manufacturer's inspections, testing and routine service, as specified by manufacturers. This includes a written report. e. One preventative maintenance inspection and testing per year, including written report f. Corrective and Reactive Maintenance, as needed, including written reports |

| | | |
|--|--|------------------------|
| | g. Warranty Administration, as needed, including written reports | |
| | h. Monitoring on business days | |
| 4. Proposal for 5- Year Contract, with the option to extend agreement four times, each for an additional five years, for a total of 25 years | O&M Agreement - Initial 5-Year Term | |
| | | Gravenstein Hillcrest |
| | Year 1 | \$1,400.00 \$2,150.00 |
| | Year 2 | \$1,442.00 \$2,214.50 |
| | Year 3 | \$1,485.26 \$2,280.94 |
| | Year 4 | \$1,529.82 \$2,349.36 |
| | Year 5 | \$1,575.71 \$2419.84 |
| | Subtotal O&M Agreement - Initial 5-Year Term | |
| | | Gravenstein Hillcrest |
| | | \$7,432.79 \$11,414.64 |
| | O&M Agreement - First Extension | |
| | | Gravenstein Hillcrest |
| | Year 6 | \$1,622.98 \$2,492.44 |
| | Year 7 | \$1,671.67 \$2,567.21 |
| | Year 8 | \$1,721.82 \$2,644.23 |
| | Year 9 | \$1,773.48 \$2,723.56 |
| | Year 10 | \$1,826.68 \$2,805.26 |
| Subtotal O&M Agreement - First Extension | | |
| | Gravenstein Hillcrest | |
| | \$8,616.64 \$13,232.70 | |

Exhibit B

Performance Guarantee pricing is listed below
for the entire period of each 5-year Performance Guarantee Term.

Performance Guarantee Costs

| | | | |
|--------------------------------------|------------|------------|----------|
| Guarantee Cost, Years 1-5 | \$3,010.43 | \$1,605.64 | \$383.93 |
| Guarantee Cost, Years 6-10 | \$3,010.43 | \$1,605.64 | \$383.93 |
| Subtotal Performance Guarantee Costs | \$6,020.86 | \$3,211.28 | \$767.86 |

Guarantee:

1. The guarantee is for 95% of the systems' first year production of 833,244 kWh. Future year production shall be reduced by the degradation rate identified under "Claims," below.

Exclusions:

1. Physical damage/liability
2. Manufacturer defects
3. Contractor gross negligence or intentional act
4. Weather/lack of sun
5. Cost of remediation parts & labor
6. Faults found before completion
7. Changes in schedule causing delay in project operation
8. Failure to follow the procedures set forth O&M Agreement
9. Unapproved technician repair/modification
10. Abuse, misuse, vandalism
11. Interference to operation by force majeure
12. Restriction to access to system
13. Modifications imposed by law affecting performance

Conditions:

1. Claims notification procedures
2. Pre-established troubleshooting process
3. Remediation clause: To fix faulty installation/design work within specified days of claim
4. Design work reviewed & approved by 3rd party engineer
5. SunWorks has final authority over claims
6. Scope of work detailed
7. Guarantee Renewal clause

Limits:

1. Total Aggregate limit: \$100,000

Claims:

Claims, if any, will be based upon the total in accumulative production for a period of 5 years. Production losses will be paid at a rate to be calculated as the average energy rate between winter and summer for both energy usage and their ECA rate (Energy Cost Adjustment). In other words, $(\text{average energy usage } \$/\text{kWh in winter} + \text{average energy usage } \$/\text{kWh in summer})/2 + (\text{ECA rate winter} + \text{ECA rate summer})/2$. The average energy rate for both summer and winter would be calculated as $10\% * \text{High Peak Energy rate} + 25\% * \text{Low Peak Energy Rate} + 65\% * \text{Base Energy Rate}$.

Degradation levels: 0.5%

TX D

Notice of Exemption

Appendix E

To: Office of Planning and Research
P.O. Box 3044, Room 113
Sacramento, CA 95812-3044

From: (Public Agency): Gravenstein Union School District
3840 Twig Ave., Sebastopol CA 95472

County Clerk
County of: Sonoma
585 Fiscal Dr., room 103
Santa Rosa, CA 95403

(Address)

Project Title: Solar Array Installations

Project Applicant: Gravenstein Union School District

Project Location - Specific: Gravenstein Elementary School, Phase 3 Multi-Use Modernization
3840 Twig Ave., Sebastopol CA 95472
Hillcrest Middle School Improvements
725 Bloomfield Rd., Sebastopol CA 95472

Project Location - City: Sebastopol Project Location - County: Sonoma

Description of Nature, Purpose and Beneficiaries of Project:

The project consists of the construction and installation of freestanding solar/photovoltaic systems on the Districts existing roof (Gravenstein Elementary School) and parking lot (Hillcrest Middle School). The solar energy will be supplied to these two school sites.

Name of Public Agency Approving Project: Gravenstein Union School District

Name of Person or Agency Carrying Out Project: Gravenstein Union School District

Exempt Status: (check one):

- Ministerial (Sec. 21080(b)(1); 15268);
Declared Emergency (Sec. 21080(b)(3); 15269(a));
Emergency Project (Sec. 21080(b)(4); 15269(b)(c));
Categorical Exemption. State type and section number: 14 CCR 15303, 15311, & 15314
Statutory Exemptions. State code number: Public Resource Code section 21080.35

Reasons why project is exempt:

The projects consist of the construction and install of small accessory solar/photovoltaic systems on and existing school site roof (Gravenstein Elementary School) and a parking lot (Hillcrest Middle School) and will not increase the capacity of the school. Additionally, the installation of solar energy systems, including associated equipment at an existing parking lot and roof is statutorily exempt under Pub. Res. Code section 21080.35

Lead Agency
Contact Person: Jennifer Schwinn, Superintendent Area Code/Telephone/Extension: 707-823-7008

If filed by applicant:

- 1. Attach certified document of exemption finding.
2. Has a Notice of Exemption been filed by the public agency approving the project? Yes No

Signature: Date: Title:

Signed by Lead Agency Signed by Applicant

Authority cited: Sections 21083 and 21110, Public Resources Code.
Reference: Sections 21108, 21152, and 21152.1, Public Resources Code.

Date Received for filing at OPR:

147

Gravenstein Union School

District

Business Services
 3840 Twig Avenue
 Sebastopol, CA 95472-5750
 (707) 823-7008 FAX (707) 823-2108

IX

PURCHASE ORDER
 NO. P19-00001
 DATE 07/02/2018

SHIP TO:
 GRAVENSTEIN SCHOOL SITE

IMPORTANT INSTRUCTIONS TO VENDOR

ORDERED FROM: **FAX: (866) 513-8081**
 McGraw-Hill School Education
 Lockbox 71545
 Chicago, IL 60694-1545

1. Itemized INVOICES in Duplicate.
2. Enclose PACKING LIST with ALL shipments.
3. No deviation in PRICE or SUBSTITUTION in kind permitted.
4. All deliveries F.O.B. Destination unless otherwise specified. If freight is to be charged, prepay, and add to invoice.
5. THE LAW REQUIRES MATERIAL SAFETY DATA SHEETS FOR PRODUCTS ON THIS ORDER. PLEASE ENCLOSE WITH INVOICE.
6. Purchase order number must appear on packing slip.

| ORDER LOCATION | | | | REQUISITIONER | REQUISITION # |
|--------------------------------|--------|------------------|---|--------------------|---------------------|
| 0001 - GRAVENSTEIN SCHOOL SITE | | | | Eva Perez-Atwell | R19-00026 |
| DATE REQUIRED | F.O.B. | TERMS OF PAYMENT | SHIP VIA | BUYER | RPQ # |
| ITEM | QTY | UNIT | DESCRIPTION | UNIT COST | EXTENSION |
| 1 | 1 | EACH | Grade K- Complete Classroom Package. | 13,140.00 | \$13,140.00 |
| 2 | 1 | EACH | Grade 1- Student Comprehensive Package (88) and Teacher Edition Package (4). | 19,348.00 | \$19,348.00 |
| 3 | 1 | EACH | Grade 2- Student Comprehensive Package (88), Teacher Edition Package (4) and LA Handbook (44). | 19,348.00 | \$19,348.00 |
| 4 | 1 | EACH | Grade 3- Student Comprehensive Package (88), Teacher Edition Package (4) and LA Handbook (44). | 16,407.00 | \$16,407.00 |
| 5 | 1 | EACH | Grade 4- Student Standard Package (88), Skills Practice Book 1 (88), Skills Practice Book 2 (88), Teacher Edition Package (4), LA Handbook (44), and Word Analysis Kit (4). | 16,064.88 | \$16,064.88 |
| 6 | 1 | EACH | Grade 5- Standard Student Package (104), Skills Practice Book 1 (104), Skills Practice Book 2 (104), Teacher Edition Package (4), and LA Handbook (52). | 16,708.64 | \$16,708.64 |
| | | | | Order Sub-Total | \$101,016.52 |
| | | | | Sales Tax | 8,207.59 |
| | | | | Shipping | 7,071.16 |
| | | | | Adjustment | .00 |
| | | | | Order Total | \$116,295.27 |

149
 Vendor

Authorized Signature

Requisition for Open Court ELA Adoption for Gravenstein grades K-5 2018-2019

McGraw Hill

contact: Julie Roberts

C: 480-695-1814

julie.roberts@mheducation.com

| Quantity | ISBN | Description | Unit Price | Total Price | GUSD Notes |
|----------|---------------|---|------------|-----------------------------|--|
| 4 | 9780076666126 | Grade K- Complete Classroom Package | \$3,285 | \$13,140 | -Includes all student materials for 25 students and 1 teacher. 6-year Technology subscriptions included. |
| | | | | K total= \$13,140 | |
| 88 | 9780076666195 | Grade 1- Student Comprehensive Package | \$195.42 | \$17,197.00 | |
| 4 | 9780076666232 | Grade 1- Teacher's Editions Package | \$537.66 | \$2,151 | |
| | | | | 1 total= \$19,348 | |
| 88 | 9780076666607 | Grade 2- Student Comprehensive Package | \$150.00 | \$13,200 | |
| 4 | 9780076666645 | Grade 2- Teacher's Editions Package | \$537.66 | \$2,150.64 | |
| 44 | 9780076690657 | Grade 2- LA Handbook | \$24.00 | \$1,056.00 | Order for a 1:2 ratio; 11 to each class |
| | | | | 2 total= \$19,348 | |
| 88 | 9780076666676 | Grade 3- Student Comprehensive Package | \$150.00 | \$13,200 | |
| 4 | 9780076666690 | Grade 3- Teacher's Editions Package | \$537.66 | \$2,150.64 | |
| 44 | 9780076685905 | Grade 3- LA Handbook | \$24.00 | \$1,056.00 | Order for a 1:2 ratio; 11 to each class |
| | | | | 3 total= \$16,407 | |
| 88 | 9780079004109 | Grade 4- Standard Student Package <small>includes: 1 copy of Student Anthology and 6-year Student Subscription</small> | \$108.00 | \$9,504 | |
| 88 | 9780079000187 | Grade 4- Skills Practice Workbook, book 1 | \$9.99 | \$879.12 | |
| 88 | 9780079000200 | Grade 4- Skills Practice Workbook, book 2 | \$9.99 | \$879.12 | |
| 4 | 9780079004024 | Grade 4- Teacher's Editions Package | \$537.66 | \$2,150.64 | |
| 44 | 9780079001689 | Grade 4- LA Handbook | \$24.00 | \$1,056 | Order for a 1:2 ratio; 11 to each class |
| 4 | 9780079004178 | Grade 4- Word Analysis Kit | \$399 | \$1,596 | (did not come in pilot) |
| | | | | 4 total= \$16,064.88 | |
| 104 | 9780079004147 | Grade 5- Standard Student Package <small>(includes the anthology and 6-year tech subscription)</small> | \$108.00 | \$11,232 | |
| 104 | 9780079000217 | Grade 5- Skills Practice Workbook, book 1 | \$9.99 | \$1,039 | |
| 104 | 9780079000231 | Grade 5- Skills Practice Workbook, book 2 | \$9.99 | \$1,039 | |
| 4 | 9780079004055 | Grade 5- Teacher's Editions Package | \$537.66 | \$2,150.64 | |
| 52 | 9780079001764 | Grade 5- LA Handbook | \$24.00 | \$1,248 | Order for a 1:2 ratio; 13 to each class |
| | | | | 5 total= \$16,708.64 | |

\$101,016.52

Total before tax & shipping

150

Gravenstein Union School



District

Business Services
 3840 Twig Avenue
 Sebastopol, CA 95472-5750
 (707) 823-7008 FAX (707) 823-2108

PURCHASE ORDER
 NO: P19-00028
 DATE 07/03/2018

SHIP TO:
 HILLCREST SCHOOL SITE

IMPORTANT INSTRUCTIONS TO VENDOR

1. Itemized INVOICES in Duplicate
2. Enclose PACKING LIST with ALL shipments.
3. No deviation in PRICE or SUBSTITUTION in kind permitted
4. All deliveries F.O.B. Destination unless otherwise specified. If freight is to be charged, prepay, and add to invoice.
5. THE LAW REQUIRES MATERIAL SAFETY DATA SHEETS FOR PRODUCTS ON THIS ORDER. PLEASE ENCLOSE WITH INVOICE.
6. Purchase order number must appear on packing slip.

ORDERED FROM: **FAX: (800) 343-6828**

Teachers' Curriculum Institute
 P.O. Box 1327
 Rancho Cordova, CA 95741

| ORDER LOCATION | | REQUISITIONER | | | REQUISITION # |
|------------------------------|--------|------------------|--|--------------------|--------------------|
| 0002 - HILLCREST SCHOOL SITE | | Eva Perez-Atwell | | | R19-00034 |
| DATE REQUIRED | F.O.B. | TERMS OF PAYMENT | SHIP VIA | BUYER | RPQ # |
| ITEM | QTY | UNIT | DESCRIPTION | UNIT COST | EXTENSION |
| 1 | 105 | EACH | History Alive! 7th Grade Social Studies - Clements/Collins - # TB-2320-6- Student Bundle | 92.00 | \$9,660.00 |
| 2 | 105 | EACH | History Alive! 7th Grade Social Studies- Clements/Collins- # 235-1- Interactive Student Notebook | 7.00 | \$735.00 |
| 3 | 2 | EACH | History Alive! 7th Grade Social Studies-Clements/Collins - # 2313-02-Teacher Subscription | 363.00 | \$726.00 |
| | | | | Order Sub-Total | \$11,121.00 |
| | | | | Sales Tax | 903.58 |
| | | | | Shipping | 519.75 |
| | | | | Adjustment | .00 |
| | | | | Order Total | \$12,544.33 |

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Gravenstein Union School

District

Business Services

3840 Twig Avenue

Sebastopol, CA 95472-5750

(707) 823-7008 FAX (707) 823-2108

PURCHASE ORDER

NO: P19-00027

DATE: 07/03/2018

SHIP TO:

HILLCREST SCHOOL SITE

IMPORTANT INSTRUCTIONS TO VENDOR

1. Itemized INVOICES in Duplicate.
2. Enclose PACKING LIST with ALL shipments.
3. No deviation in PRICE or SUBSTITUTION in kind permitted.
4. All deliveries F.O.B Destination unless otherwise specified. If freight is to be charged, prepay, and add to invoice.
5. THE LAW REQUIRES MATERIAL SAFETY DATA SHEETS FOR PRODUCTS ON THIS ORDER. PLEASE ENCLOSE WITH INVOICE.
6. Purchase order number must appear on packing slip.

ORDERED FROM:

FAX: (800) 343-6828

Teachers' Curriculum Institute

P.O. Box 1327

Rancho Cordova, CA 95741

| ORDER LOCATION | | | | REQUISITIONER | REQUISITION # |
|------------------------------|--------|------------------|--|------------------|---------------|
| 0002 - HILLCREST SCHOOL SITE | | | | Eva Perez-Atwell | R19-00033 |
| DATE REQUIRED | F.O.B. | TERMS OF PAYMENT | SHIP VIA | BUYER | RPQ # |
| ITEM | QTY | UNIT | DESCRIPTION | UNIT COST | EXTENSION |
| 1 | 100 | EACH | History Alive! 8th Grade Social Studies-Sporrer #TB-2696 -Student Bundle | 92.00 | \$9,200.00 |
| 2 | 2 | EACH | History Alive! 8th Grade Social Studies-Sporrer- #2689 Teacher Subscription (2 yrs) | 363.00 | \$726.00 |
| | | | | Order Sub-Total | \$9,926.00 |
| | | | | Sales Tax | 806.49 |
| | | | | Shipping | 460.00 |
| | | | | Adjustment | .00 |
| | | | | Order Total | \$11,192.49 |

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Vendor

Gravelly Union School



District

Business Services
 3640 Twig Avenue
 Sebastopol, CA 95472-5750
 (707) 823-7008 FAX (707) 823-2108

PURCHASE ORDER

NO P19-00029

DATE 07/03/2018

SHIP TO:

HILLCREST SCHOOL SITE

IMPORTANT INSTRUCTIONS TO VENDOR

1. Itemized INVOICES in Duplicate.
2. Enclose PACKING LIST with ALL shipments.
3. No deviation in PRICE or SUBSTITUTION in kind permitted.
4. All deliveries F.O.B. Destination unless otherwise specified. If freight is to be charged, prepay, and add to invoice.
5. THE LAW REQUIRES MATERIAL SAFETY DATA SHEETS FOR PRODUCTS ON THIS ORDER. PLEASE ENCLOSE WITH INVOICE.
6. Purchase order number must appear on packing slip.

ORDERED FROM:

FAX: (800) 343-6828

Teachers' Curriculum Institute
 P.O. Box 1327
 Rancho Cordova, CA 95741

| ORDER LOCATION | | REQUISITIONER | | | REQUISITION # |
|------------------------------|--------|------------------|---|--------------------|--------------------|
| 0002 - HILLCREST SCHOOL SITE | | Eva Perez-Atwell | | | R19-00036 |
| DATE REQUIRED | F.O.B. | TERMS OF PAYMENT | SHIP VIA | BUYER | RPQ # |
| ITEM | QTY | UNIT | DESCRIPTION | UNIT COST | EXTENSION |
| 1 | 90 | EACH | History Alive! 6th Grade Social Studies-Kinman/Dexter # 218-4-Student Bundle -Plus 6 yr Online Subscription | 92.00 | \$8,280.00 |
| 2 | 90 | EACH | History Alive! 6th Grade Social Studies-Kinman/Dexter # 218-4-Interactive Student Notebook | 7.00 | \$630.00 |
| 3 | 2 | EACH | History Alive! 6th Grade Social Studies-Kinman/Dexter # 2146-2-Teacher Subscription | 363.00 | \$726.00 |
| | | | | Order Sub-Total | \$9,636.00 |
| | | | | Sales Tax | 782.93 |
| | | | | Shipping | 445.50 |
| | | | | Adjustment | .00 |
| | | | | Order Total | \$10,864.43 |

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Vendor

Authorized Signature



Houghton Mifflin Harcourt

Proposal
Prepared For

Gravenstein Union School Dist

3840 Twig Ave
Sebastopol CA 95472

For the Purchase of:

HMD California Go Math 6-8/Integrated 1

Prepared By
Carrie Pillsbury
carrie.pillsbury@hmc.com

PLEASE SUBMIT THIS PROPOSAL WITH YOUR PURCHASE ORDER.



Houghton Mifflin Harcourt

C = Contract Price
Attention:
Jackie Jex-Lewis
jjexlewis@grav.k12.ca.us

Customer Experience
9205 South Park Center Loop
Orlando, FL 32819
FAX: 800-269-5232
k12orders@hmc.com

HMH Confidential and Proprietary

154

**Gravenstein Union School Dist
HMD California Go Math 6-8/Integrated 1**

| ISBN | Title | Price | Quantity | Value of all Materials |
|--------------------------|---|------------|----------|------------------------|
| Math 6 | | | | |
| Student | | | | |
| 1600843 | 9780544468726 Go Math! California Student Resource Package 3 Year Print/3 Year Digital Grade 6 2015 | \$42.49 | 76 | \$3,229.24 |
| Total for Student | | | | \$3,229.24 |
| Teacher | | | | |
| 1600845 | 9780544468740 Go Math! California Teacher Resource Package Print w/3 Year Digital Grade 6 <i>California Teacher Edition Grade 6 California Teacher Resource Management Center 3 Year access Grade 6 California Differentiated Instruction Resource with Answers Grade 6 California Assessment Resource with Answers Grade 6 California Solution Key Grade 6 Common Core Assessment Readiness Teacher Guide Grade 6 On Core Deluxe ExamView CD-ROM Grades 6-12 On Core Middle School Activity Generator CD-ROM Grades 6-8 Online Interactive Whiteboard Classroom Set Grade 6 California Downloadable Teacher Resource Tool</i> | \$208.50 C | 3 | \$625.50 |
| Total for Teacher | | | | \$625.50 |
| Total for Math 6 | | | | \$3,854.74 |



Houghton Mifflin Harcourt

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Attention:

Jackie Jex-Lewis

jjexlewis@grav.k12.ca.us

Customer Experience

9205 South Park Center Loop

Orlando, FL 32819

FAX: 800-269-5232

k12orders@hmc.com

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Proposal for
Gravenstein Union School Dist
HMD California Go Math 6-8/Integrated 1

| ISBN | Title | Price | Quantity | Value of all Materials |
|--|---|------------|----------|------------------------|
| Math 7 | | | | |
| Student | | | | |
| 1600849 9780544468788 | Go Math! California Student Resource Package 3 Year Print/3 Year Digital Grade 7 2015 | \$47.45 c | 100 | \$4,745.00 |
| Total for Student | | | | \$4,745.00 |
| Teacher | | | | |
| 1600851 9780544468801 | Go Math! California Teacher Resource Package Print w/3 Year Digital Grade 7 | \$208.50 c | 3 | \$625.50 |
| <i>California Teacher Edition Grade 7</i> <i>California Teacher Resource Management Center 3 Year access Grade 7</i> <i>California Differentiated Instruction Resource with Answers Grade 7</i> <i>California Assessment Resource with Answers Grade 7</i> <i>California Solution Key Grade 7</i> <i>Common Core Assessment Readiness Teacher Guide Grade 7</i> <i>On Core Deluxe ExamView CD-ROM Grades 6-12</i> <i>On Core Middle School Activity Generator CD-ROM Grades 6-8</i> <i>Online Interactive Whiteboard Classroom Set Grade 7</i> <i>California Downloadable Teacher Resource Tool</i> | | | | |
| Total for Teacher | | | | \$625.50 |
| Total for Math 7 | | | | \$5,370.50 |



Houghton Mifflin Harcourt

C = Contract Price

Attention:

Jackie Jex-Lewis

jjexlewis@grav.k12.ca.us

Customer Experience
 9205 South Park Center Loop
 Orlando, FL 32819
 FAX: 800-269-5232
 k12orders@hmc.com

HMH Confidential and Proprietary

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**Gravenstein Union School Dist
HMD California Go Math 6-8/Integrated 1**

| ISBN | Title | Price | Quantity | Value of all Materials |
|--------------------------|--|------------|----------|------------------------|
| Math 8 | | | | |
| Student | | | | |
| 1600855 9780544468856 | Go Math! California Student Resource Package 3 Year Print/3 Year Digital Grade 8 2015 | \$47.45 C | 69 | \$3,274.05 |
| Total for Student | | | | \$3,274.05 |
| Teacher | | | | |
| 1600857 9780544468870 | Go Math! California Teacher Resource Package Print w/3 Year Digital Grade 8 <i>California Teacher Edition Grade 8 California Teacher Resource Management Center 3 Year access Grade 8 California Differentiated Instruction Resource with Answers Grade 8 California Assessment Resource with Answers Grade 8 California Solutions Key Grade 8 Common Core Assessment Readiness Teacher Guide Grade 8 On Core Deluxe ExamView CD-ROM Grades 6-12 On Core Middle School Activity Generator CD-ROM Grades 6-8 Online Interactive Whiteboard Classroom Set Grade 8 California Downloadable Teacher Resource Tool</i> | \$208.50 C | 4 | \$834.00 |
| Total for Teacher | | | | \$834.00 |
| Total for Math 8 | | | | \$4,108.05 |



Houghton Mifflin Harcourt

C = Contract Price

Attention:

Jackie Jex-Lewis

jjexlewis@grav.k12.ca.us

Customer Experience

9205 South Park Center Loop

Orlando, FL 32819

FAX: 800-269-5232

k12orders@hmc.com

HMH Confidential and Proprietary

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**Proposal for
Gravenstein Union School Dist
HMD California Go Math 6-8/Integrated 1**

| ISBN | Title | Price | Quantity | Value of all Materials |
|-------------------------------|---|----------|----------|------------------------|
| Integrated 1 | | | | |
| Student | | | | |
| 1605215 9780544508682 | HMH Integrated Math 1 California Hybrid Student Resource Package 3 Year Print/3Year Digital 2015 | \$80.45 | 26 | \$2,091.70 |
| Total for Student | | | | \$2,091.70 |
| Teacher | | | | |
| 1605252 9780544509238 | HMH Integrated Math 1 California Teacher Resource Package 3 Year <i>CA Integrated 1 TE with solutions CA Integrated 1 Teacher Online Management Center 3-year Integrated 1 RTI Teacher Resource BLM Integrated 1 Downloadable Teacher Tool</i> | \$266.65 | 1 | \$266.65 |
| Total for Teacher | | | | \$266.65 |
| Total for Integrated 1 | | | | \$2,358.35 |

| | |
|--|--------------------|
| Proposal Summary | |
| Subtotal Purchase Amount: | \$15,691.64 |
| Shipping & Handling: | \$474.87 |
| Sales Tax: | \$1,313.52 |
| Total Cost of Proposal (PO Amount): | \$17,480.03 |



Houghton Mifflin Harcourt

C = Contract Price
Attention:
Jackie Jex-Lewis
jjexlewis@grav.k12.ca.us

Customer Experience
9205 South Park Center Loop
Orlando, FL 32819
FAX: 800-269-5232
k12orders@hmhco.com

HMH Confidential and Proprietary

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Proposal Date: 6/29/2018

Proposal for

Expiration Date: 8/13/2018

**Gravenstein Union School Dist
HMD California Go Math 6-8/Integrated 1**

Total Cost of Proposal (PO Amount): \$ 17,480.03

This is a proposal only.

This proposal is subject to HMH's Standard Terms and Conditions ("Ts & Cs") below:

<http://www.hmhco.com/common/terms-conditions>

Ts & Cs are also found on HMH invoices.

HMH reserves the right to modify its Ts & Cs from time to time and agrees to notify you prior to such modifications becoming effective.

Unless otherwise agreed in writing, orders for Professional Services shall expire upon the earlier of (i) expiration of customer's funding or (ii) 24 months from receipt of the order.

Date of Proposal: 6/29/2018

Proposal Expiration Date: 8/13/2018



Houghton Mifflin Harcourt



Houghton Mifflin Harcourt

C = Contract Price

Attention:

Jackie Jax-Lewis

jjexlewis@grav.k12.ca.us

HMH Confidential and Proprietary

Customer Experience

9205 South Park Center Loop

Orlando, FL 32819

FAX: 800-269-5232

k12orders@hmhco.com

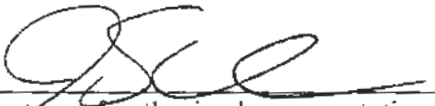
159

EX

Consolidated Application for Funding Categorical Aid Programs, 2018 Spring Submission

Certification: I hereby certify that all of the applicable state and federal rules and regulations will be observed by this applicant; that to the best of my knowledge the information contained in this application is correct and complete; and, I agree to have the use of these funds received and/or audited according to the standards and criteria set forth in the California Department of Education's Federal Program Monitoring (FPM) Manual. Legal assurances for all the programs are accepted as the basic legal condition for the operation of selected projects and programs and copies of assurances are retained on site. I certify that we accept all assurances except for those, which a waiver has been obtained or requested. A copy of all waivers or requests is on the file. I certify that actual ink signatures for this page are on file.

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Signature of authorized representative

Jennifer Schwinn
Printed name of authorized representative

Superintendent
Title

6-12-18
Date

2018-19 Certification of Assurances

Submission of Certification of Assurances is required every fiscal year. A complete list of legal and program assurances for the fiscal year can be found at <http://www.cde.ca.gov/fg/aa/co/ca18asstoc.asp>.

CDE Program Contact:

Joy Paull, jpaul@cdede.ca.gov, 916-319-0297

Consolidated Application Certification Statement

I hereby certify that all of the applicable state and federal rules and regulations will be observed by this applicant; that to the best of my knowledge the information contained in this application is correct and complete; and I agree to participate in the monitoring process regarding the use of these funds according to the standards and criteria set forth by the California Department of Education Federal Program Monitoring (FPM) Office. Legal assurances for all programs are accepted as the basic legal condition for the operation of selected projects and programs and copies of assurances are retained on site. I certify that we accept all assurances except for those for which a waiver has been obtained or requested. A copy of all waivers or requests is on file. I certify that actual ink signatures for this form are on file.

| | |
|--|--|
| Authorized Representative's Full Name | Jennifer Schwinn |
| Authorized Representative's Signature |  |
| Authorized Representative's Title | Superintendent |
| Authorized Representative Signature Date | 06/01/2018 |

*****Warning*****

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2018-19 Protected Prayer Certification

ESSA Section 8524 specifies federal requirements regarding constitutionally protected prayer in public elementary and secondary schools. This form meets the annual requirement and provides written certification.

CDE Program Contact:

Franco Rozic, Title I Monitoring and Support Office, frozic@cde.ca.gov, 916-319-0269

Protected Prayer Certification Statement

The LEA hereby assures and certifies to the California State Board of Education that the LEA has no policy that prevents, or otherwise denies participation in, constitutionally protected prayer in public schools as set forth in the "Guidance on Constitutionally Protected Prayer in Public Elementary and Secondary Schools."

The LEA hereby assures that this page has been printed and contains an ink signature. The ink signature copy shall be made available to the California Department of Education upon request or as part of an audit, a compliance review, or a complaint investigation.

| | |
|--|------------------|
| The authorized representative agrees to the above statement | Yes |
| Authorized Representative's Full Name | Jennifer Schwinn |
| Authorized Representative Title | Superintendent |
| Authorized Representative Signature Date | 05/21/2018 |
| Comment If the LEA is not able to certify at this time an explanation must be provided in the Comment field. (Maximum 500 characters) | |

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2018-19 LCAP Federal Addendum Certification

CDE Program Contact:

Local Agency Systems Support Office, LCFF@cde.ca.gov, 916-323-5233

Pursuant to Section 1112 (Title 20, United States Code, Section 6312) of the Elementary and Secondary Education Act, as amended by the Every Student Succeeds Act (ESSA), a local educational agency (LEA) may receive a subgrant from the State only if the LEA has on file with the State a plan approved by the State educational agency.

Within California, LEAs that apply for ESSA funds are required to complete the Local Control and Accountability Plan (LCAP), the LCAP Federal Addendum Template (Addendum), and the Consolidated Application (ConApp). The LCAP, in conjunction with the Addendum and the ConApp, serve as the ESSA LEA Plan.

In order to apply for funds, the LEA must certify that the completed Addendum will be approved by the local governing board or governing body of the LEA and submitted to the California Department of Education (CDE), and that the LEA will work with the CDE to ensure that the Addendum addresses all required provisions of the ESSA programs for which they are applying for federal education funds.

| | |
|---|------------------|
| County Offices of Education and School Districts Enter the original approval date of the county office of education or school district 2017-18 – 2019-20 LCAP | 09/15/2017 |
| Charter Schools Enter the adoption date of the charter school LCAP | |
| Authorized Representative's Full Name | Jennifer Schwinn |
| Authorized Representative's Title | Superintendent |

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2018-19 Application for Funding

CDE Program Contact:

Education Data Office, ConApp@cde.ca.gov, 916-319-0297

Local Governing Board Approval

The LEA is required to review and receive approval of their Application for Funding selections with their local governing board.

| | |
|---|------------|
| Date of approval by local governing board | 07/11/2018 |
|---|------------|

District English Learner Advisory Committee (DELAC) Review

Per Title 5 of the California Code of Regulations Section 11308, if your district has more than 50 English learners the district must establish a District English Learner Advisory Committee (DELAC) and involve them in the application for funding for programs that serve English learners.

| | |
|--|--|
| DELAC representative's full name | |
| DELAC review date | |
| Meeting minutes web address <small>Please enter the Web address of DELAC review meeting minutes (format http://SomeWebsiteName.xxx). If a Web address is not available, the LEA must keep the minutes on file which indicates that the application is approved by the committee.</small> | |
| DELAC comment <small>If an advisory committee refused to review the application, or if DELAC review is not applicable, enter a comment. (Maximum 500 characters)</small> | Does not apply, less than 50 students. |

Application for Categorical Programs

To receive specific categorical funds for a school year the LEA must apply for the fund by selecting Yes. Only the categorical funds the LEA is eligible to receive are displayed.

| | |
|--|-----|
| Title I, Part A (Basic Grant) <small>ESSA Sec. 1111 et seq. SACS 3010</small> | Yes |
| Title II, Part A (Supporting Effective Instruction) <small>ESEA Sec. 2104 SACS 4035</small> | Yes |
| Title III English Learner <small>ESEA Sec. 3102 SACS 4203</small> | Yes |
| Title III Immigrant <small>ESEA Sec. 3102 SACS 4201</small> | Yes |
| Title IV, Part A (Student Support) | Yes |

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2018-19 Application for Funding

CDE Program Contact:

Education Data Office, ConApp@cde.ca.gov, 916-319-0297

| | |
|--------------------------------|--|
| ESSA Sec. 1112(b) SACS 4127 | |
|--------------------------------|--|

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2018-19 Title III English Learner Student Program Subgrant Budget

The purpose of this form is to provide a proposed budget for 2018-19 English learner (EL) Student Program Subgrant funds only per the Title III English Learner Students Program requirements (ESSA, Sections 3114, 3115, & 3116).

CDE Program Contact:

Geoffrey Ndirangu, Language Policy and Leadership Office, gndirang@cde.ca.gov, 916-323-5831

Estimated Entitlement Calculation

| | |
|--|---------|
| Estimated English learner per student allocation | \$99.05 |
| Estimated English learner student count | 45 |
| Estimated English learner entitlement amount | \$4,457 |

Note: \$10,000 minimum program eligibility criteria

If the LEA's estimated entitlement amount is less than \$10,000 it does not meet the minimum program eligibility criteria for direct funding status and requires further action. To receive instructions regarding the consortium application process, please go to the CDE Title III EL Consortium Details Web page at <http://www.cde.ca.gov/sp/el/t3/elconsortium.asp>.

Budget

| | |
|--|---------|
| Professional development activities | \$0 |
| Program and other authorized activities | \$4,457 |
| English Proficiency and Academic Achievement | \$0 |
| Parent, family, and community engagement | \$0 |
| Direct administration costs (Amount cannot exceed 2% of the estimated entitlement) | \$0 |
| Indirect costs (LEAs can apply approved indirect cost rate to the portion of subgrant that is not reserved for direct administration costs) | \$0 |
| Total budget | \$4,457 |

*****Warning*****

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2018-19 Title III Immigrant Student Program Subgrant Budget

The purpose of this form is to provide a proposed budget for 2018-19 Immigrant Student Program Subgrant funds only per the Title III Immigrant Student Program requirements (ESSA, Sections 3114, 3115, & 3116).

CDE Program Contact:

Geoffrey Ndirangu, Language Policy and Leadership Office, gndirang@cde.ca.gov, 916-323-5831

Estimated Entitlement Calculation

| | |
|--|---------|
| Estimated immigrant per student allocation | \$92.35 |
| Estimated immigrant student count | 3 |
| Estimated immigrant entitlement amount | \$277 |

Note: Eligibility criteria

An LEA which has 21 or more eligible immigrant students, or has experienced a significant increase of two percent or more in eligible immigrant students enrollment in the current year compared with the average of the two preceding fiscal years, is eligible to apply.

Budget

| | |
|--|-------|
| Authorized activities | \$277 |
| Direct administration costs (Amount should not exceed 2% of the estimated entitlement) | \$0 |
| Indirect costs (LEAs can apply approved indirect cost rate to the portion of subgrant that is not reserved for direct administration costs) | \$0 |
| Total budget | \$277 |

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2018-19 Substitute System for Time Accounting

This certification may be used by auditors and by CDE oversight personnel when conducting audits and sub-recipient monitoring of the substitute time-and-effort system. Approval is automatically granted when the LEA submits and certifies this data collection.

CDE Program Contact:

Julie Brucklacher, Financial Accountability and Info Srv Office, jbruckla@cde.ca.gov, 916-327-0858

The LEA certifies that only eligible employees will participate in the substitute system and that the system used to document employee work schedules includes sufficient controls to ensure that the schedules are accurate. Detailed information on documenting salaries and wages, including both substitute systems of time accounting, are described in Procedure 905 of the California School Accounting Manual posted on the Web at <http://www.cde.ca.gov/fg/ac/sa/>.

| | |
|---|-------------------------------------|
| 2018-19 Request for authorization | Yes |
| LEA certifies that the following is a full disclosure of any known deficiencies with the substitute system or known challenges with implementing the system (Maximum 500 characters) | No known deficiencies at this time. |

*****Warning*****

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2018-19 Nonprofit Private School Consultation

The LEA shall provide, on an equitable basis, special education services or other benefits to eligible children attending a nonprofit private school.

CDE Program Contact:

Sylvia Hanna, Title I Policy and Program Guidance Office, shanna@cde.ca.gov, 916-319-0948
Rina DeRose, Title I Policy and Program Guidance Office, RDeros@cded.ca.gov, 916-323-0472

The LEA must offer to provide equitable services that address the needs of eligible students attending nonprofit private school and staff under the programs listed below. The enrollment numbers are reported under penalty of perjury by each private school on its annual Private School Affidavit. The information field in the Private School Affidavit is not verified, and the CDE takes no position as to its accuracy. It is expected that districts engaged in private school consultation verify the accuracy of student enrollment data if it is being used for the purpose of providing equitable services.

Note:

The LEA of residence is responsible for providing Title I, Part A services to all eligible students who reside in the LEA's Title I attendance area but attend a nonprofit private school. This includes students who attend nonprofit private schools outside the LEA's boundaries

Private School's Believed Results of Consultation Allowable Codes

- Y1: meaningful consultation occurred
- Y2: timely and meaningful consultation did not occur
- Y3: the program design is not equitable with respect to eligible private school children

Y4: timely and meaningful consultation did not occur and the program design is not equitable with respect to eligible private school children

Add non-attendance area school(s) No

The LEA is electing to add nonprofit private schools outside of the district's attendance area.

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2018-19 Nonprofit Private School Consultation

The LEA shall provide, on an equitable basis, special education services or other benefits to eligible children attending a nonprofit private school.

| School Name | School Code | Enrollment | Consultation Occurred | Was Consultation Agreement Met | Signed Written Affirmation on File | Consultation Code | School Added |
|-------------|-------------|------------|-----------------------|--------------------------------|------------------------------------|-------------------|--------------|
| | | | | | | | |

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2017-18 Title II, Part A Fiscal Year Expenditure Report, 12 Months

A report of year-to-date expenditures and encumbrances by activity. Activity period covered is July 1, 2017 through June 30, 2018.

CDE Program Contact:

Melissa Flatt, Teacher and Leader Policy Office, mflatt@cde.ca.gov, 916-324-5689

| | |
|--------------------------------------|---------|
| 2017-18 Title II, Part A entitlement | \$8,401 |
|--------------------------------------|---------|

Professional Development Expenditures

| | |
|---|---------|
| Professional development for teachers | \$714 |
| Professional development for administrators | \$2,000 |
| All other professional development expenditures | |

Recruitment, Training, and Retention Expenditures

| | |
|---|--|
| Recruitment activities | |
| Training activities | |
| Retention activities | |
| All other recruitment, training, and retention expenditures | |

Miscellaneous Expenditures

| | |
|---|----------------|
| Class size reduction | \$5,687 |
| Administrative and indirect costs | |
| Total funds transferred out of Title II, Part A | |
| Equitable services for nonprofit private schools | |
| All other allowable expenditures and encumbrances | |
| Total expenditures and encumbrances | \$8,401 |
| 2017-18 Unspent funds | \$0 |

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2017-18 Homeless Education Policy, Requirements, and Implementation

The purpose of this data collection is to meet federal requirements specified in 42 U.S.C. 11431 et seq. (Education for Homeless Children and Youths Act) and some federal requirements in Title I, Part A of the ESEA. This collection includes monitoring LEAs and their compliance with key provisions of the Education for Homeless Children and Youths Act including the collection of contact information for each required designated LEA's homeless liaison.

CDE Program Contact:

Leanne Wheeler, Coordinated School Health and Safety Office, lwheeler@cde.ca.gov, 916-319-0383

Homeless Education Certification

The LEA hereby assures that the LEA has met the following requirements:

1. Designated a staff person as the liaison for homeless children and youths

2. Developed a written policy that supports the enrollment and retention of homeless children and youths in schools of the LEA which:
 - a) Includes policies and practices to ensure that homeless children and youths are not stigmatized or segregated on the basis of their status as homeless
 - b) Includes a dispute resolution process
 - c) Ensures that transportation is provided for a homeless child or youth to and from the school of origin if requested by the parent, guardian or homeless liaison

3. Disseminated public notice of the educational rights of homeless children and youths where such children and youths receive services under the provisions of the Education for Homeless Children and Youths Act.

Homeless Liaison Contact Information

| | |
|--|-------------------------|
| Homeless liaison first name | Jennifer |
| Homeless liaison last name | Schwinn |
| Homeless liaison title | Superintendent |
| Homeless liaison e-mail address (format: abc@xyz.zyx) | jschwinn@grav.k12.ca.us |
| Homeless liaison telephone number (format: 999-999-9999) | 707-823-7008 |
| Homeless liaison telephone extension | |
| Enter the full-time equivalent (FTE) for all personnel directly responsible for the implementation of homeless education (Format: 0.00) | 1.00 |

Homeless Liaison Training Information

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2017-18 Homeless Education Policy, Requirements, and Implementation

The purpose of this data collection is to meet federal requirements specified in 42 U.S.C. 11431 et seq. (Education for Homeless Children and Youths Act) and some federal requirements in Title I, Part A of the ESEA. This collection includes monitoring LEAs and their compliance with key provisions of the Education for Homeless Children and Youths Act including the collection of contact information for each required designated LEA's homeless liaison.

CDE Program Contact:

Leanne Wheeler, Coordinated School Health and Safety Office, lwheeler@cde.ca.gov, 916-319-0383

| | |
|--|-----|
| Has the homeless liaison attended and/or participated in a homeless education liaison training within the last two years | Yes |
| Has the homeless liaison provided training to the following personnel: | |
| Principals and other school leaders | Yes |
| Attendance officers and registrars | Yes |
| Teachers and instructional assistants | Yes |
| School counselors | Yes |

Homeless Education Policy and Requirements

| | |
|--|------------|
| Does the LEA have a written homeless education policy | Yes |
| No policy comment | |
| Provide an explanation why the LEA does not have a homeless education policy. (Maximum 500 characters) | |
| Date LEA's board approved the homeless education policy | 01/11/2006 |
| Does the LEA meet the above federal requirements | Yes |
| Compliance comment | |
| Provide an explanation why the LEA does not comply with federal requirements. (Maximum 500 characters) | |

Title I, Part A Homeless Expenditures

| | |
|--|---|
| 2017-18 Title I, Part A entitlement | \$48,348 |
| 2017-18 Title I, Part A direct or indirect services to homeless children reservation | \$50 |
| Amount of 2017-18 Title I, Part A funds expended or encumbered for direct or indirect services to homeless children | \$100 |
| Homeless services provided (Maximum 500 characters) | Services provided to homeless students. |
| No expenditures or encumbrances comment | |
| Provide an explanation why there are no Title I, Part A expenditures or encumbrances for homeless services. (Maximum 500 characters) | |

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2016-17 Title II, Part A Fiscal Year Expenditure Report, 24 Months

A report of year-to-date expenditures and encumbrances by activity. Activity period covered is July 1, 2016 through June 30, 2018.

CDE Program Contact:

Melissa Flatt, Teacher and Leader Policy Office, mflatt@cde.ca.gov, 916-324-5689

| | |
|--------------------------------------|---------|
| 2016-17 Title II, Part A entitlement | \$6,919 |
|--------------------------------------|---------|

Professional Development Expenditures

| | |
|---|---------|
| Professional development for teachers | \$1,570 |
| Professional development for administrators | |
| Subject matter project | |
| Other professional development expenditures | |

Exams and Test Preparation Expenditures

| | |
|--|--|
| Exam fees, reimbursement | |
| Test preparation training and or materials | |
| Other exam and test preparation expenditures | |

Recruitment, Training, and Retaining Expenditures

| | |
|---|--|
| Recruitment activities | |
| Hiring incentive and or relocation allotment | |
| National Board Certification and or stipend | |
| Verification process for special settings (VPSS) | |
| University course work | |
| Other recruitment training and retaining expenditures | |

Miscellaneous Expenditures

| | |
|--|---------|
| Class size reduction | \$5,349 |
| Administrative and indirect costs | |
| Total funds transferred to Title I, Part A | |
| Other allowable expenditures or encumbrances | |
| Total expenditures and encumbrances | \$6,919 |
| 2016-17 Unspent Funds | \$0 |

Warning

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Level I Developer Fee Study (Draft)
for
Gravenstein Union
School District

June 7, 2018

Jennifer Schwinn, Superintendent

Board of Trustees

Jim Horn, President

Desiree Beck, Clerk

Gregory Appling, Member

Jennifer Koelemeijer, Member

Steve Schwartz, Member

Prepared by:

Jack Schreder & Associates, Inc.

2230 K Street

Sacramento, CA 95816

916-441-0986

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EXECUTIVE SUMMARY

- Education Code Section 17620 authorizes school districts to levy a fee, charge, dedication or other form of requirement against any development project for the construction or modernization of school facilities provided the District can show justification for levying of fees.
- In January 2018, the State Allocation Board's biennial inflation adjustment changed the fee to \$3.79 per square foot for residential construction and \$0.61 per square foot for commercial/industrial construction.
- The Gravenstein Union School District shares developer fees with the West Sonoma County High School District. The developer fee sharing arrangement between the two school districts is currently 60 percent for the elementary school district and 40 percent to the high school district.
- The Gravenstein Union School District is justified in collecting \$2.27 (60 percent of \$3.79) per square foot for residential construction and \$0.37 (60 percent of \$0.61) per square foot of commercial/industrial construction with the exception of mini storage. The mini storage category of construction should be collected at a rate of \$0.08 per square foot.
- In general, it is fiscally more prudent to extend the useful life of an existing facility than to construct new facilities when possible. The cost to modernize facilities is approximately 41.1 percent of the cost to construct new facilities.
- The residential justification is based on the Gravenstein Union School District's projected modernization need of \$971,810 for students generated from residential development over the next 20 years and the projected residential square footage of 210,000.
- Based on the modernization need for students generated from projected residential development and the projected residential square footage, each square foot of residential construction will create a school facilities cost of at least \$4.63 ($\$971,810/210,000$).

- The commercial/industrial justification is based on the Gravenstein Union School District's projected modernization need of \$55,532 for students generated from commercial/industrial development over the next 20 years and the projected commercial/industrial square footage of 10,500.
- Based on the modernization need for students generated from projected commercial/industrial development and the projected commercial/industrial square footage, each square foot of commercial/industrial construction will create a school facilities cost of at least \$5.29 ($\$55,532/10,500$) with the exception of mini storage. The mini storage category of construction will create a school facilities cost of \$0.08 per square foot.

INTRODUCTION

In September, 1986, the Governor signed into law Assembly Bill 2926 (Chapter 887/Statutes 1986) which granted school district governing boards the authority to impose developer fees. This authority is codified in Education Code Section 17620 which states in part "...the governing board of any school district is authorized to levy a fee, charge, dedication or other form of requirement against any development project for the construction or modernization of school facilities."

The Level I fee that can be levied is adjusted every two years according to the inflation rate, as listed by the state-wide index for Class B construction set by the State Allocation Board. In January of 1992, the State Allocation Board increased the Level 1 fee to \$1.65 per square foot for residential construction and \$0.27 per square foot for commercial and industrial construction.

Senate Bill 1287 (Chapter 1354/Statutes of 1992) effective January 1, 1993, affected the facility mitigation requirements a school district could impose on developers. Senate Bill 1287 allowed school districts to levy an additional \$1.00 per square foot of residential construction (Government Code Section 65995.3). The authority to levy the additional \$1.00 was rescinded by the failure of Proposition 170 on the November 1993 ballot.

In January 1994, the State Allocation Board's biennial inflation adjustment changed the fee to \$1.72 per square foot for residential construction and \$.28 per square foot for commercial/industrial construction.

In January 1996, the State Allocation Board's biennial inflation adjustment changed the fee to \$1.84 per square foot for residential construction and \$.30 per square foot for commercial/industrial construction.

In January 1998, the State Allocation Board's biennial inflation adjustment changed the fee to \$1.93 per square foot for residential construction and \$.31 per square foot for commercial/industrial construction.

In January 2000, the State Allocation Board's biennial inflation adjustment changed the fee to \$2.05 per square foot for residential construction and \$0.33 per square foot for commercial/industrial construction.

In January 2002, the State Allocation Board's biennial inflation adjustment changed the fee to \$2.14 per square foot for residential construction and \$com per square foot for commercial/industrial construction.

In January 2004, the State Allocation Board's biennial inflation adjustment changed the fee to \$2.24 per square foot for residential construction and \$0.36 per square foot for commercial/industrial construction.

In January 2006, the State Allocation Board's biennial inflation adjustment changed the fee to \$2.63 per square foot for residential construction and \$0.42 per square foot for commercial/industrial construction.

In January 2008, the State Allocation Board's biennial inflation adjustment changed the fee to \$2.97 per square foot for residential construction and \$0.47 per square foot for commercial/industrial construction.

In January 2010, the State Allocation Board's biennial inflation adjustment maintained the fee at \$2.97 per square foot for residential construction and \$0.47 per square foot for commercial/industrial construction.

In January 2012, the State Allocation Board's biennial inflation adjustment changed the fee to \$3.20 per square foot for residential construction and \$0.51 per square foot for commercial/industrial construction.

In January 2014, the State Allocation Board's biennial inflation adjustment changed the fee to \$3.36 per square foot for residential construction and \$0.54 per square foot for commercial/industrial construction.

In February 2016, the State Allocation Board's biennial inflation adjustment changed the fee to \$3.48 per square foot for residential construction and \$0.56 per square foot for commercial/industrial construction.

In January 2018, the State Allocation Board's biennial inflation adjustment changed the fee to \$3.79 per square foot for residential construction and \$0.61 per square foot for commercial/industrial construction.

The next adjustment to the fee will occur at the January 2020 State Allocation Board meeting.

In order to levy a fee, a district must make a finding that the fee to be paid bears a reasonable relationship and be limited to the needs of the community for elementary or high school facilities and be reasonably related to the need for schools caused by the development. Fees are different from taxes and do not require a vote of the electorate. Fees may be used only for specific purposes and there must be a reasonable relationship between the levying of fees and the impact created by development.

In accordance with the recent decision in the *Cresta Bella LP v. Poway Unified School District* (2013 WL 3942961) court Case, school districts are now required to demonstrate that reconstruction projects will generate an increase in the student population thereby creating an impact on the school district's facilities. School districts must establish a reasonable relationship between an increase in student facilities needs and the reconstruction project in order to levy developer fees.

Purpose of Study

This study will demonstrate the relationship between residential, commercial and industrial growth and the need for the modernization of school facilities in the Gravenstein Union School District.

SECTION I: DEVELOPER FEE JUSTIFICATION

Developer fee law requires that before fees can be levied a district must find that justification exists for the fee. Government Code Section 66001 (g) states that a fee shall not include the costs attributable to existing deficiencies in public facilities, but may include the costs attributable to the increased demand for public facilities reasonably related to the development project in order to refurbish existing facilities to maintain the existing level of service or achieve an adopted level of service that is consistent with a general plan. This section of the study will show that justification does exist for levying developer fees in the Gravenstein Union School District.

Modernization and Reconstruction

Extending the useful life of a school is a cost effective and prudent way to house students generated from future development. The state of California recognizes the need to extend the life of existing schools and provides modernization funding through the State School Facility Program. For the purpose of this report, modernization and reconstruction are used interchangeably since many of the improvements are common to both programs, i.e. roofing, plumbing, heating, cooling, dry rot repair, infrastructure improvement, etc. Developer fees may not be used for regular maintenance, routine repair of school buildings and facilities or deferred maintenance. The authorization to justify modernization and modernization of school facilities and extend the useful life of existing schools is contained in Education Code Section 17620 and Government Code Section 66001 (g).

Modernization Need

As new students are generated by new development, the need to increase the useful life of school facilities will be necessary. In order to calculate the District's estimated modernization need generated by students from new development, it is necessary to determine the following factors: the number of units included in proposed developments, the District student yield factor, and the per pupil cost to modernize facilities.

Proposed Development

Based on five years of developer fee records, fees were paid on the average of seven units per year. Based on this average, an estimated 140 (7 x 20) residential units may be constructed within District boundaries. The School Facility Program allows districts to apply for modernization funding for classrooms over 20 years old, meaning that school facilities are presumed to be eligible for, and therefore need, modernization after that time period. It is therefore generally presumed that school facilities have a useful life span of 20 years before modernization is needed in order to maintain the same level of service as previously existed. The same would be true for modernization of buildings 20 years after their initial modernization. Therefore, the District's modernization needs are considered over a 20 year period, and a 20 year projection has been included in the Study when considering the homes that will generate students for the facilities in question.

Student Yield

To identify the number of students anticipated to be generated by new residential development, a student yield factor of .5 has been utilized for the Gravenstein Union School District. The yield factor is based on State wide student yield averages calculated by the Office of Public School Construction.

Construction Cost

The construction cost per K-8 pupil is \$33,779 (Appendix A). Table 1 shows the weighted average to construct facilities per K-8 pupil.

Table 1:
Construction Costs

| Grade Level | Construction Costs |
|---|--------------------|
| K-6 | \$32,706 |
| 7-8 | \$37,533 |
| Weighted Average $((\$32,706 \times 7) + (\$37,533 \times 2) / 9) = \$33,779$ | |

Source: California Department of Education, Jack Schreder & Associates.

Modernization Cost

The cost to modernize facilities is 41.1 percent of new construction costs. The percentage is based on the comparison of the State per pupil modernization grant (including 3% for Americans with Disabilities and Fire, Life Safety improvements) and the State per pupil new construction grant. For example, the State provides \$11,567 per K-6 pupil to construct new facilities and \$4,404 to modernize facilities, which is 38.1 percent ($\$4,404 / \$11,567$) of the new construction grant amount. In addition, the State provides a minimum of three percent for ADA/FLS improvements which are required by the Department of State Architect's (DSA) office. Based on the per pupil grant amounts and the ADA/FLS costs, the estimated cost to modernize facilities is 41.1 percent of the cost to construct facilities. The School Facility Program per pupil grant amounts are included in Appendix B.

The construction cost per K-8 pupil is \$33,779 and is outlined in Table 1 and included in Appendix A. Therefore, the per pupil cost to modernize facilities per K-8 pupil is \$13,883 ($\$33,779 \times .411$).

20 Year Modernization Need

The District's estimated modernization need generated by students generated from new residential development is \$971,810. The calculation is included in Table 2.

Table 2:
20 Year Modernization Need

| | |
|------------------------------|------------------|
| Proposed Development | 140 |
| Student Yield | <u>x .5</u> |
| Students Generated | 70 |
| | |
| Per Pupil Modernization Cost | \$13,883 |
| Students Generated | <u>x 70</u> |
| Modernization Need | \$971,810 |

Source: Gravenstein Union School District, Office of Public School Construction, and Jack Schreder & Associates.

Residential Development and Fee Projections

To show a reasonable relationship exists between the construction of new housing units and the need for modernized school facilities, it will be shown that residential construction will create a school facility cost impact on the Gravenstein Union School District by students generated from new development.

Based on developer fee records, an estimated 140 residential units may be constructed within District boundaries in the next 20 years with an estimated average of 1,500 square feet per unit. Based on the projected development, approximately 140 housing units totaling 210,000 (140 x 1,500 square feet) will be constructed in the District over the next 20 years. The amount of residential fees to be collected can be estimated based on the housing unit projections.

Based on the District's modernization need of \$971,810 generated by students from residential construction and the total projected residential square footage of 210,000, residential construction will create a facilities cost of \$4.63 per square foot. The calculation is included in Table 3. However, the statutory Level I fee for residential construction is \$3.79 per square foot and the District has a fee sharing arrangement with the high school district. The high school district collects 40 percent of the fee and the Gravenstein Union School District collects 60 percent of the fee.

Therefore, the District is justified to collect \$2.27 (60 percent of \$3.79) per square foot of residential construction.

| Table 3: <u>Facilities Cost per SF from Proposed Residential Construction</u> | | |
|--|----------------------|-----------------|
| Modernization Need | Total Square Footage | Facilities Cost |
| \$971,810 | /210,000 | \$4.63 |

Source: Gravenstein Union School District, Jack Schreder & Associates, Office of Public School Construction.

Commercial/Industrial Development and Fee Projections

In order to levy developer fees on commercial and industrial development, Assembly Bill 181 provides that a district "... must determine the impact of the increased number of employees anticipated to result from commercial and industrial development upon the cost of providing school facilities within the district. For the purposes of making this determination, the [developer fee justification] study shall utilize employee generation estimates that are based on commercial and industrial factors within the district, as calculated on either an individual project or categorical basis". The passage of Assembly Bill AB 530 (Chapter 633/Statutes 1990) modified the requirements of AB 181 by allowing the use of a set of state-wide employee generation factors. Assembly Bill 530 allows the use of the employee generation factors identified in the San Diego Association of Governments report entitled, San Diego Traffic Generators. This study, which was completed in January of 1990, identifies the number of employees generated for every 1,000 square feet of floor area for several development categories. These generation factors are shown in Table 4.

Table 4 indicates the number of employees generated for every 1,000 square feet of development and the number of district households generated for every employee in 11 categories of commercial and industrial development. The number of district households is calculated by adjusting the number of employees for the percentage of employees that live in the district and are heads of households.

Table 4:
Commercial and Industrial Generation Factors

| Type of Development | Employees Per 1,000 Sq. Ft.* | District Households Per Employee** |
|-------------------------------|------------------------------|------------------------------------|
| Medical Offices | 4.27 | .2 |
| Corporate Offices | 2.68 | .2 |
| Commercial Offices | 4.78 | .2 |
| Lodging | 1.55 | .3 |
| Scientific R&D | 3.04 | .2 |
| Industrial Parks | 1.68 | .2 |
| Industrial/Business Parks | 2.21 | .2 |
| Neighborhood Shopping Centers | 3.62 | .3 |
| Community Shopping Centers | 1.09 | .3 |
| Banks | 2.82 | .3 |
| Agriculture | .31 | .51 |
| Average | 2.55 | .27 |

* Source: San Diego Association of Governments.

** Source: Jack Schreder and Associates.

Based on data available for the purpose of determining the impact of mini-storage construction on the Gravenstein Union School District, it has been determined that mini storage construction has significantly less impact than other commercial/industrial construction. Mini storage construction generates .06 employees per 1,000 square feet of school construction. This information was provided by the San Diego Association of Governments, Traffic Generators, January 1990, and is cited for use in Education Code Section 17621(e)(1)(B).

The generation of .06 employees per 1,000 square feet and the utilization of the student generation rate per household, yields an impact of \$0.08 per square foot of mini-storage construction. It is recommended that the Gravenstein Union School District levy a fee for mini-storage not to exceed \$0.08 per square foot.

Historical data shows that commercial/industrial square footage represents approximately five percent of residential square footage. District residential projections

indicate that 210,000 (Table 3) square feet of residential space will be constructed in the next 20 years. The five percent ratio represents 10,500 square feet of commercial and industrial development. Table 5 illustrates this calculation.

| Table 5: <u>Projected Commercial/Industrial Fee Square Footage</u> | | | | |
|---|---|-----------------------|---|----------------------|
| <u>Ratio</u> | | <u>Residential SF</u> | | <u>Commercial SF</u> |
| .05 | x | 210,000 sf | = | 10,500 sf |

Source: Gravenstein Union School District, Jack Schreder & Associates, original research.

According to the average employee generation factors in Table 4, commercial and industrial development will yield 27 new employees and seven new district households over the next 20 years. Table 6 illustrates this calculation.

| Table 6: <u>Projected Employees/District Households</u> from <u>Commercial/Industrial Development</u> | | | | | | |
|--|---|---|---|--------------------------|---|---------------------------|
| <u>Commercial/ Industrial SF</u> | | <u>Average Employees Per 1,000 SF</u> | | <u>New Employees</u> | | <u>New Households</u> |
| 10,500/1,000 | x | 2.55 | = | 27 | x | .27 = |
| Number of Households = 7 | | | | | | |

Source : San Diego Association of Governments, Gravenstein Union School District, Jack Schreder & Associates.

The addition of seven households created by commercial and industrial development will impact Gravenstein Union School District with an estimated four (7 x .5) additional students. Based on the per pupil K-8 modernization cost of \$13,883, the estimated cost to house four students generated from commercial/industrial construction is \$55,532 (\$13,883 x 4).

Based on the District's modernization need of \$55,532, generated by students from commercial/industrial construction and the total projected square footage of 10,500, commercial/industrial construction will create a facilities cost of \$5.29 per square foot with the exception of mini storage. However, the statutory Level I fee for commercial/industrial construction is \$0.61 per square foot and the District has a fee sharing arrangement with the high school district. The high school district collects 40 percent of the fee and the Gravenstein Union School District collects 60 percent of the fee. Therefore, the District is justified to collect \$0.37 (60 percent of \$0.61) per square foot of commercial/industrial construction with the exception of mini storage. The mini storage category should be collected at a rate of \$0.08 per square foot. The commercial/industrial calculation is included in Table 7.

| Table 7: <u>Facilities Cost per SF from Proposed Commercial/Industrial Construction</u> | | | |
|--|---|----------------------|-------------|
| Modernization Need | | Total Square Footage | Level I Fee |
| \$55,532 | / | 10,500 | = \$5.29 |

Source: Gravenstein Union School District, Jack Schreder & Associates, Office of Public School Construction.

Summary

Based on the District's modernization need of \$971,810 generated by students from residential construction and the total projected residential square footage of 210,000, residential construction will create a facilities cost of \$4.63 per square foot. However, the statutory Level I fee for residential construction is \$3.79 per square foot and the District has a fee sharing arrangement with the high school district. The high school district collects 40 percent of the fee and the Gravenstein Union School District collects 60 percent of the fee. Therefore, the District is justified to collect \$2.27 (60 percent of \$3.79) per square foot of residential construction.

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SECTION II: BACKGROUND OF DEVELOPER FEE LEGISLATION

Initially, the allowable developer fee was limited by Government Code Section 65995 to \$1.50 per square foot of covered or enclosed space for residential development and \$.25 per square foot of covered or enclosed space of commercial or industrial development. The Level 1 fee that can be levied is adjusted every two years, according to the inflation rate as listed by the state-wide index for Class B construction set by the State Allocation Board. In January of 2018, the State Allocation Board changed the Level I fee to \$3.79 per square foot of residential construction and \$0.61 per square foot of commercial and industrial construction.

The fees collected are to be used by the school district for the construction or modernization of school facilities and may be used by the district to pay bonds, notes, loans, leases or other installment agreements for temporary as well as permanent facilities.

Assembly Bill 3228 (Chapter 1602/Statutes of 1990) added Government Code Section 66016 requiring districts adopting or increasing any fee to first hold a public hearing as part of a regularly scheduled meeting and publish notice of this meeting twice, with the first notice published at least ten days prior to the meeting.

Assembly Bill 3980 (Chapter 418/Statutes of 1988) added Government Code Section 66006 to require segregation of school facilities fees into a separate capital facilities account or fund and specifies that those fees and the interest earned on those fees can only be expended for the purposes for which they were collected.

Senate Bill 519 (Chapter 1346/Statutes of 1987) added Section 17625 to the Education Code. It provides that a school district can charge a fee on manufactured or mobile homes only in compliance with all of the following:

1. The fee, charge, dedication, or other form of requirement is applied to the initial location, installation, or occupancy of the manufactured home or mobile home within the school district.

2. The manufactured home or mobile home is to be located, installed, or occupied on a space or site on which no other manufactured home or mobile home was previously located, installed, or occupied.
3. The manufactured home or mobile home is to be located, installed, or occupied on a space in a mobile home park, on which the construction of the pad or foundation system commenced after September 1, 1986.

Senate Bill 1151 (Chapter 1037/Statutes of 1987) concerns agricultural buildings and adds Section 17622 to the Education Code. It provides that no school fee may be imposed and collected on a greenhouse or other space covered or enclosed for agricultural purposes unless the school district has made findings supported by substantial evidence as follows:

1. The amount of the fees bears a reasonable relationship and is limited to the needs for school facilities created by the greenhouse or other space covered or enclosed for agricultural purposes.
2. The amount of the fee does not exceed the estimated reasonable costs of the school facilities necessitated by the structures as to which the fees are to be collected.
3. In determining the amount of the fees, the school district shall consider the relationship between the proposed increase in the number of employees, if any, the size and specific use of the structure, as well as the cost of construction.

In order to levy developer fees, a study is required to assess the impact of new growth and the ability of the local school district to accommodate that growth. The need for new school construction and modernization must be determined along with the costs involved. The sources of revenue need to be evaluated to determine if the district can fund the new construction and modernization. Finally, a relationship between needs and funding raised by the fee must be quantified.

Assembly Bill 181 (Chapter 1109/Statutes of 1989) which became effective October 2, 1989, was enacted to clarify several areas of developer fee law. Assembly Bill 181 provisions include the following:

1. Exempts residential remodels of less than 500 square feet from fees.
2. Prohibits the use of developer fee revenue for routine maintenance and repair, most asbestos work, and deferred maintenance.
3. Allows the fees to be used to pay for the cost of performing developer fee justification studies.
4. States that fees are to be collected at the time of occupancy, unless the district can justify earlier collection. The fees can be collected at the time the building permit is issued if the district has established a developer fee account and funds have been appropriated for which the district has adopted a proposed construction schedule or plan prior to the issuance of the certificate of occupancy.
5. Clarifies that the establishment or increase of fees is not subject to the California Environmental Quality Act.
6. Clarifies that the impact of commercial and industrial development may be analyzed by categories of development as well as an individual project-by-project basis. An appeal process for individual projects would be required if analysis was done by categories.
7. Changes the frequency of the annual inflation adjustment on the Level I fee to every two years.
8. Exempts from fees - development used exclusively for religious purposes, private schools, and government-owned development.

9. Expands the definition of senior housing, which is limited to the commercial/industrial fee and requires the conversion from senior housing to be approved by the city/county after notification of the school district.
10. Extends the commercial/industrial fee to mobile home parks limited to older persons.

SECTION III: REQUIREMENTS OF AB 1600

Assembly Bill 1600 (Chapter 927/Statutes of 1987) adds Section 66000 through 66003 to the Government Code:

Section 66000 defines various terms used in AB 1600:

"Fee" is defined as monetary exaction (except a tax or a special assessment) which is charged by a local agency to the applicant in connection with the approval of a development project for the purpose of defraying all or a portion of the costs of public facilities related to the development project.

"Development project" is defined broadly to mean any project undertaken for purposes of development. This would include residential, commercial, or industrial projects.

"Public facilities" is defined to include public improvements, public services, and community amenities.

Section 66001 (a) sets forth the requirements for establishing, increasing or imposing fees. Local agencies are required to do the following:

1. Identify the purpose of the fee.
2. Identify the use to which the fee is to be put.
3. Determine how there is a reasonable relationship between the fee's use and the type of development project on which the fee is imposed.
4. Determine how there is a reasonable relationship between the need for the public facility and the type of development project on which the fee is imposed.

Section 66001 (c) requires that any fee subject to AB 1600 be deposited in an account established pursuant to Government Code Section 66006. Section 66006 requires that development fees be deposited in a capital facilities account or fund. To avoid any commingling of the fees with other revenues and funds of the local agency, the fees can only be expended for the purpose for which they were collected. Any income earned on the fees should be deposited in the account and expended only for the purposes for which the fee was collected.

Section 66001 (d) as amended by Senate Bill 1693 (Monteith/Statutes of 1996, Chapter 569), requires that for the fifth year following the first deposit into a developer fee fund, and for every five years thereafter, a school district must make certain findings as to such funds. These findings are required regardless of whether the funds are committed or uncommitted. Formerly only remaining unexpended or uncommitted fees were subject to the mandatory findings and potential refund process. Under this section as amended, relating to unexpended fee revenue, two specific findings must be made as a part of the public information required to be formulated and made available to the public. These findings are:

1. Identification of all sources and amounts of funding anticipated to provide adequate revenue to complete any incomplete improvements identified pursuant to the requirements of Section 66001 (a)(2).
2. A designation of the approximate date upon which the anticipated funding will be received by the school district to complete the identified but as yet, incomplete improvements.

If the two findings are not made, a school district must refund the developer fee revenue on account in the manner provided in Section 66001 (e).

Section 66001 (e) provides that the local agency shall refund to the current record owners of the development project or projects on a prorated basis the unexpended or uncommitted portion of the fees and any accrued interest for which the local agency is unable to make the findings required by Section 66001 (d) that it still needs the fees.

Section 66002 provides that any local agency which levies a development fee subject to Section 66001 may adopt a capital improvement plan which shall be updated annually and which shall indicate the approximate location, size, time of availability and estimates of cost for all facilities or improvements to be financed by the fees.

Assembly Bill 1600 and the Justification for Levying Developer Fees

Effective January 1, 1989, Assembly Bill 1600 requires that any school district which establishes, increases or imposes a fee as a condition of approval of development shall make specific findings as follows:

1. A cost nexus must be established. A cost nexus means that the amount of the fee cannot exceed the cost of providing adequate school facilities for students generated by development. Essentially, it prohibits a school district from charging a fee greater than their cost to construct or modernize facilities for use by students generated by development.
2. A benefit nexus must be established. A benefit nexus is established if the fee is used to construct or modernize school facilities benefiting students to be generated from development projects.
3. A burden nexus must be established. A burden nexus is established if a project, by the generation of students, creates a need for additional facilities or a need to modernize existing facilities.

SECTION IV: REVENUE SOURCES FOR FUNDING FACILITIES

Two general sources exist for funding facility construction and modernization - state sources and local sources. The District has considered the following available sources:

State Sources

State School Facility Program

Senate Bill 50 reformed the State School Building Lease-Purchase Program in August of 1998. The new program, entitled the School Facility Program, provides funding under a "grant" program once a school district establishes eligibility. Funding required from districts will be a 50/50 match for construction projects and 60/40 (District/State) match for modernization projects. Districts may levy the current statutory developer fee as long as a district can justify collecting that fee. If a district desires to collect more than the statutory fee (Level 2 or Level 3), that district must meet certain requirements outlined in the law, as well as conduct a needs assessment to enable a higher fee to be calculated.

Local Sources

Mello-Roos Community Facilities Act

The Mello-Roos Community Facilities Act of 1982 allows school districts to establish a community facilities district in order to impose a special tax to raise funds to finance the construction of school facilities.

1. The voter approved tax levy requires a two-thirds vote by the voters of the proposed Mello-Roos district.
2. If a Mello-Roos district is established in an area in which fewer than twelve registered voters reside, the property owners may elect to establish a Mello-Roos district.

General Obligation Bonds

General Obligation (GO) bonds may be issued by any school district for the purposes of purchasing real property or constructing or purchasing buildings or equipment "of a permanent nature." Because GO bonds are secured by an ad valorem tax levied on all taxable property in the district, their issuance is subject to two-thirds voter approval or 55% majority vote under Proposition 39 in an election. School districts are obligated, in the event of delinquent payments on the part of the property owners, to raise the amount of tax levied against the non-delinquent properties to a level sufficient to pay the principal and interest coming due on the bonds.

Developer Fees

The District's developer fees are dedicated to the current needs related directly to modernization and new construction of school facilities.

School District General Funds

The district's general funds are needed by the district to provide for the operation of its instructional program.

Expenditure of Lottery Funds

Government Code Section 8880.5 states: "It is the intent of this chapter that all funds allocated from the California State Lottery Education Fund shall be used exclusively for the education of pupils and students and no funds shall be spent for acquisition of real property, construction of facilities, financing research, or any other non-instructional purpose."

SECTION V: ESTABLISHING THE COST, BENEFIT AND BURDEN NEXUS

In accordance with Government Code Section 66001, the District has established a cost nexus and identified the purpose of the fee, established a benefit nexus, and a burden nexus:

Establishment of a Cost Nexus & Identify Purpose of the Fee

The Gravenstein Union School District chooses to construct and/or modernize facilities for the additional students created by development in the district and the cost for providing new and/or modernized facilities exceeds the amount of developer fees to be collected. It is clear that when educational facilities are provided for students generated by new residential, commercial and industrial development that the cost of new facilities exceeds developer fee generation, thereby establishing a cost nexus.

Establishment of a Benefit Nexus

Students generated by new residential, commercial and industrial development will be attending district schools. Housing District students in new and/or modernized facilities will directly benefit those students from the new development projects upon which the fee is imposed, therefore, a benefit nexus is established.

Establishment of a Burden Nexus

The generation of new students by development will create a need for additional and/or modernized school facilities. The District must carry the burden of constructing new facilities required by the students generated by future developments and the need for facilities will be, in part, satisfied by the levying of developer fees, therefore, a burden nexus is established.

SECTION VI: FACILITY FUNDING ALTERNATIVES

The District does not currently have funds to provide for the shortfall in modernization costs. We suggest the District continue to consider possible funding alternatives such as the State School Facility Program.

STATEMENT TO IDENTIFY PURPOSE OF FEE

It is a requirement of AB 1600 that the District identify the purpose of the fee. The purpose of fees being levied shall be used for the construction and/or modernization of school facilities. The District will provide for the construction and/or modernization of school facilities, in part, with developer fees.

ESTABLISHMENT OF A SPECIAL ACCOUNT

Pursuant to Government Code section 66006, the District has established a special account in which fees for capital facilities are deposited. The fees collected in this account will be expended only for the purpose for which they were collected. Any interest income earned on the fees that are deposited in such an account must remain with the principal. The school district must make specific information available to the public within 180 days of the end of each fiscal year pertaining to each developer fee fund. The information required to be made available to the public by Section 66006 (b) (1) was amended by SB 1693 and includes specific information on fees expended and refunds made during the year.

RECOMMENDATION

Based on the fee justification provided in this report, it is recommended that the Gravenstein Union School District levy residential development fees and commercial/industrial fees up to the statutory fee for which justification has been determined.

SOURCES

California Basic Educational Data System. California State Department of Education. October Enrollments, 2014-2016.

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Office of Public School Construction. Leroy F. Greene School Facilities Act, 1998.

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Schwinn, Jennifer. Superintendent, Gravenstein Union School District.

Sonoma County Planning Department.

APPENDIX A
CONSTRUCTION COSTS

| Elementary School Facility Construction Costs | | |
|--|--|---------------------|
| I. Allowable Building Area | | |
| A. Total Student Capacity | | |
| B. Building Area | | |
| 600 students @ 71sf/student | | 42,600 |
| Speech/Resource Specialist | | <u>600</u> |
| Total | | 43,200 |
| II. Site Requirements | | |
| A. Purchase Price of Property (10 Acres) | | |
| Cost per Acre | | \$0 |
| B. Appraisals | | \$0 |
| C. Costs Incurred in Escrow | | \$0 |
| D. Surveys | | \$0 |
| E. Other Costs, Geo. and Soils Reports | | <u>\$0</u> |
| Total-Acquisition of Site | | \$0 |
| III. Plans | | |
| A. Architect's Fee for Plans | | \$1,136,613 |
| B. DSA Plans Check Fee | | \$92,418 |
| C. School Planning, Plans Check Fee | | \$7,833 |
| D. Preliminary Tests | | \$6,006 |
| E. Other Costs, Energy Cons. & Advertising | | <u>\$52,734</u> |
| | | \$1,295,604 |
| IV. Construction Requirements | | |
| A. Utility Services | | \$504,376 |
| B. Off-site Development | | \$756,563 |
| C. Site Development, Service | | \$1,210,499 |
| D. Site Development, General | | \$806,999 |
| E. New Construction | | \$12,288,700 |
| F. Unconventional Energy Source | | <u>\$687,056</u> |
| Total Construction | | \$16,254,193 |
| | | |
| Total Items II, III and IV | | \$17,549,797 |
| | | |
| Contingency 10% | | \$1,754,980 |
| Construction Tests | | \$187,183 |
| Inspection | | \$131,576 |
| | | |
| | | |
| TOTAL ESTIMATED PROJECT COSTS | | \$19,623,536 |
| ESTIMATED COST PER STUDENT | | \$32,706 |
| *Source: California Department of Education, Jack Schreder & Associates. | | |

| Middle School Facility Construction Costs | | |
|--|-----|---------------------|
| I. Allowable Building Area | | |
| A. Total Student Capacity | | |
| B. Building Area | | |
| 1000 students @ 85sf/student | | 85,000 |
| Speech/Resource Specialist | | 1,360 |
| Total | | 86,360 |
| II. Site Requirements | | |
| A. Purchase Price of Property (20 Acres) | | |
| Cost per Acre | \$0 | \$0 |
| B. Appraisals | | \$0 |
| C. Costs Incurred in Escrow | | \$0 |
| D. Surveys | | \$0 |
| E. Other Costs, Geo. and Soils Reports | | \$0 |
| Total-Acquisition of Site | | \$0 |
| III. Plans | | |
| A. Architect's Fee for Plans | | \$2,169,666 |
| B. OSA Plans Check Fee | | \$142,883 |
| C. School Planning, Plans Check Fee | | \$8,993 |
| D. Preliminary Tests | | \$9,991 |
| E. Other Costs, Energy Cons. & Advertising | | \$76,936 |
| | | \$2,408,469 |
| IV. Construction Requirements | | |
| A. Utility Services | | \$739,991 |
| B. Off-site Development | | \$832,810 |
| C. Site Development, Service | | \$2,300,396 |
| D. Site Development, General | | \$1,640,844 |
| E. New Construction | | \$24,645,300 |
| F. Unconventional Energy Source | | \$1,175,028 |
| Total Construction | | \$31,334,369 |
| | | |
| Total Items II, III and IV | | \$33,742,838 |
| | | |
| Contingency | | \$3,374,284 |
| Construction Tests | | \$263,031 |
| Inspection | | \$153,073 |
| | | |
| | | |
| TOTAL ESTIMATED PROJECT COSTS | | \$37,533,226 |
| ESTIMATED COST PER STUDENT | | \$37,533 |
| *Source: California Department of Education, Jack Schreder & Associates. | | |

APPENDIX B
PER PUPIL GRANT AMOUNTS

ATTACHMENT B

ANNUAL ADJUSTMENT TO SCHOOL FACILITY PROGRAM GRANTS
State Allocation Board Meeting, January 24, 2018

Grant Amount Adjustments

| | | Regulation Section | Current Adjusted Grant Per Pupil Effective 1-1-17 | Current Adjusted Grant Per Pupil Effective 1-1-18 |
|-------------------------|--|-----------------------|---|---|
| New Construction | Elementary | 1859.71 | \$11,104 | \$11,567 |
| | Middle | 1859.71 | \$11,744 | \$12,234 |
| | High | 1859.71 | \$14,944 | \$15,567 |
| | Special Day Class – Severe | 1859.71.1 | \$31,202 | \$32,503 |
| | Special Day Class – Non-Severe | 1859.71.1 | \$20,867 | \$21,737 |
| | Automatic Fire Detection/Alarm System – Elementary | 1859.71.2 | \$13 | \$14 |
| | Automatic Fire Detection/Alarm System – Middle | 1859.71.2 | \$18 | \$19 |
| | Automatic Fire Detection/Alarm System – High | 1859.71.2 | \$30 | \$31 |
| | Automatic Fire Detection/Alarm System – Special Day Class – Severe | 1859.71.2 | \$58 | \$58 |
| | Automatic Fire Detection/Alarm System – Special Day Class – Non-Severe | 1859.71.2 | \$39 | \$41 |
| | Automatic Sprinkler System – Elementary | 1859.71.2 | \$186 | \$194 |
| | Automatic Sprinkler System – Middle | 1859.71.2 | \$221 | \$230 |
| | Automatic Sprinkler System – High | 1859.71.2 | \$230 | \$240 |
| | Automatic Sprinkler System – Special Day Class – Severe | 1859.71.2 | \$588 | \$613 |
| | Automatic Sprinkler System – Special Day Class – Non-Severe | 1859.71.2 | \$395 | \$411 |
| Modernization | Elementary | 1859.78 | \$4,228 | \$4,404 |
| | Middle | 1859.78 | \$4,472 | \$4,658 |
| | High | 1859.78 | \$5,855 | \$6,099 |
| | Special Day Class - Severe | 1859.78.3 | \$13,475 | \$14,037 |
| | Special Day Class – Non-Severe | 1859.78.3 | \$9,015 | \$9,391 |
| | State Special School – Severe | 1859.78 | \$22,460 | \$23,397 |
| | Automatic Fire Detection/Alarm System – Elementary | 1859.78.4 | \$137 | \$143 |
| | Automatic Fire Detection/Alarm System – Middle | 1859.78.4 | \$137 | \$143 |
| | Automatic Fire Detection/Alarm System – High | 1859.78.4 | \$137 | \$143 |
| | Automatic Fire Detection/Alarm System – Special Day Class – Severe | 1859.78.4 | \$378 | \$394 |
| | Automatic Fire Detection/Alarm System – Special Day Class – Non-Severe | 1859.78.4 | \$253 | \$264 |
| | Over 50 Years Old – Elementary | 1859.78.6 | \$5,874 | \$6,119 |
| | Over 50 Years Old – Middle | 1859.78.6 | \$6,212 | \$6,471 |
| | Over 50 Years Old – High | 1859.78.6 | \$8,132 | \$8,471 |
| | Over 50 Years Old – Special Day Class – Severe | 1859.78.6 | \$18,721 | \$19,502 |
| | Over 50 Years Old – Special Day Class – Non-Severe | 1859.78.6 | \$12,519 | \$13,041 |
| | Over 50 Years Old – State Special School – Severe | 1859.78.6 | \$31,201 | \$32,502 |



North Coast Teacher Induction Program

Memorandum of Understanding

Between

Sonoma County Superintendent of Schools as the Local Educational Agency

For the North Coast Teacher Induction Program,

Participating County Offices of Education,

And

Participating School Districts and Employing Agencies

A. General

This Memorandum of Understanding (MOU) is between the Sonoma County Superintendent of Schools, serving as the Local Education, Agency (LEA) for the North Coast Teacher Induction Program (“Program”), and the County Offices of Education, districts, schools, employing agencies, and independent charter schools (collectively “District”) signing below. The term of this MOU commences on **July 1, 2018**, and terminates on **June 30, 2019**.

B. Purpose

The purpose of the MOU is to establish a formal working relationship between the parties. The Program will provide and coordinate services and support to guide Candidates in meeting California credential requirements through the state-accredited Teacher Induction Credential Programs including General Education Clear, Education Specialist Clear Credential Program, Designated Subjects Credential Programs: Career Technical Education (CTE), Adult Education (AE), and the university-based Intern Program. Throughout this document, new teachers from all of the credential areas are referred to as “Candidates” and veteran teachers are referred to as “Mentors.”

C. Eligibility

Eligible “Candidates” are those hired within the NCTIP regional “Consortium” defined as the following counties: Del Norte, Humboldt, Lake, Marin, Mendocino, Napa, Nevada, Sonoma, and Trinity Counties. The following credential programs are available to “Candidates” within the Consortium: **Intern Program:** Candidates who have obtained an Intern Credential from an accredited partner university. **Preliminary Credential Program:** Designated Subjects (CTE) and (AE) candidates who meet the industry experience and pre-requisite CCTC requirements. **Clear Credential Program:** Candidates holding preliminary Multiple Subject, Single Subject, or Education Specialist Credential, Out of State and Out of Country trained teachers, and Designated Subjects (CTE) and (AE) candidates. **Note:** Adult Education, Career Technical Education, General Education, Special Education and Intern candidates who are outside the Consortium *may* be eligible to participate in the Program components on a full fee-for-service basis. Candidates who hold a preliminary credential and need to obtain their Clear Credential who are beyond their first two years of teaching, and/or are teachers in Private Schools, are eligible to participate in the program components on a fee-for-service basis.

D. LEA Responsibilities

1. Employ an Executive Director whose primary duty is to administer the Program and employ support staff whose primary duty is to support the administration of the Program.
2. Provide sufficient and appropriate workspace for the Executive Director, Program support staff, Program Coordinators, Curriculum Specialist, Registrar and Credential Advisors.
3. Provide office support services for the Consortium, including, but not limited to, mail service, phone, fax, Internet services, technology support, and meeting space for Program activities.
4. Provide business and legal services required for Program implementation for the region.
5. Develop and establish procedures for Program evaluation through the California Commission on Teacher Credentialing (CCTC) Accreditation Cycle. Submit Preconditions, Common Standards, Program Review state reports, and required fees in a timely manner.

6. Provide a process for equitable distribution of mentoring, support, formative assessment, and credential services to Candidates and Mentors in all participating Districts and COEs within the region.
7. Convene Program Regional Advisory Board meetings a minimum of two times per year, District Coordinators' meetings two times per year, and Regional Leadership Team meetings a minimum of five times per year.
8. Develop and provide Professional Development for Candidates and their Mentors to be held in multiple locations within the geographical region served by the parties.
9. Assume overall fiscal responsibility for the administration of the program budget, including submission of year-end expenditure reports and any other documentation required by CCTC and/or CDE in relation to the Program.
10. Establish a Budget Agreement and reporting requirements for the transfer of funds to Districts. The amount of funds distributed shall be based on the *actual* number of eligible Candidates and Mentors who enrolled in each calendar year.

E. County Offices of Education/University Partners/Lead Districts

1. Appoint a liaison to serve on the Program Regional Advisory Board. The liaison should be a designee authorized by the County Superintendent of Schools, the Dean of Education, and/or the District Superintendent to fulfill the roles and responsibilities assigned to him or her. The liaison supports the Program by providing ongoing updates, communication, and information to county office personnel, university staff, and district superintendents.
2. Assign one or more credential analyst to work directly with Program staff to assist in identifying Candidates who are eligible for Program services as described by state guidelines and to assist school district staff in identifying eligible Candidates.
3. Provide meeting and conference rooms at no charge to the Program.
4. Provide the County Program Coordinator with office and/or storage space, computer and fax access, telephone services, and limited mailing, photocopying and office supplies.
5. Provide collaborative employer input in the Candidates development of an *Individual Learning Plan* within the first 60-days of hire and in program evaluation including administrative mid-year survey, end-of-year surveys, and CCTC Accreditation.

F. District Responsibilities

1. Appoint a District Coordinator whose assignment includes dedicated time to fulfill the District Coordinator roles and responsibilities.
2. Identify all candidates upon hire who are eligible for Program services as described by state guidelines.
3. Identify all qualified Interns who are eligible for Program support and supervision services as described by state guidelines.
4. Communicate to all site administrators the Program requirements, including release time to participate in required observations (2-4 days) and employer input in the Candidates development of an *Individual Learning Plan* within the first 60-days of hire.
5. Provide Candidates release time for observations and one-to-one consultations with the Mentor as described in the District Roles and Responsibilities.
6. Make every effort to assign Candidates to classrooms appropriate to their novice status, avoiding whenever possible, combination classrooms, secondary assignments with multiple preps, teaching assignments at multiple sites, and multiple adjunct duties.
7. Provide newly hired teachers with a District Orientation.
8. Ensure that Interns do not displace certificated employees and are evaluated on an annual basis.
9. Ensure that all Interns receive protected time for employer-provided support in weekly course planning, coaching within the classroom, problem-solving regarding students, curriculum and teaching. A District shall give special supervision and assistance to each intern above and beyond that given to other newly employed certificated and newly employed school personnel. A District shall seek the assistance of the college or university in coordinating the program for the intern. (*Education Code 44465*)
10. For Interns who have not yet completed the EL preparation, the district must assign the on-site Mentor or other designated individual, within the first 10 days of serving as a teacher of record on the intern credential.
11. Assign a qualified Mentor to each eligible Candidate within 30 days of enrollment in the Program who

meets the Commission's identified criteria of a valid corresponding Clear or Life Credential, three (3) years successful teaching experience, and English learner authorization. Pair Candidates with Mentors who most closely match their teaching assignment, including grade level and subject matter, and their credential.

12. Utilize defined selection criteria to identify high-quality, experienced teachers to serve as Mentors for Candidates. Mentors must demonstrate effective coaching, interpersonal and communication skills and:
 - Display best practices in providing "just in time" and longer term analysis of teaching practice to help candidates develop enduring professional skills.
 - Are committed to attend coaching/mentor trainings, meetings and to meet weekly with Candidates;
 - Display willingness to work collaboratively with colleagues and regional NCTIP staff;
 - Embrace a positive attitude and disposition towards students and teaching;
 - Develop a sustained and thoughtful collegial relationship with Candidates;
 - Demonstrate leadership skills, curriculum expertise, and knowledge of district resources;
 - Serve as a role model for the teaching profession.
13. Provide Mentors compensated time to participate in the Program Mentor training on observation protocol, learning-focused conversations, "just-in-time" coaching and one-to-one consultations with Candidates(s) as described in the District Roles and Responsibilities.
14. Facilitate the distribution of Program funds to Mentors and District Coordinators for compensation.
15. Participate in the Program evaluation and the CCTC Accreditation Cycle, as needed.

G. Districts Fiscal Responsibilities and Terms

1. Induction/Credential Services are provided on a Fee-for-Service basis. In 2018/2019, the Fee will be \$3,500.00 per clear credential Candidate and \$2,500.00 per Intern registered in the Program. Refer to the current Fee-for-Service schedule for additional credentialing services provided. Districts will be invoiced for each individual request for credential services. It is expected that invoices be paid promptly upon receipt or as agreed upon by both parties.
2. Funds will be credited to districts to offset the costs of the Mentor stipends at the rate of \$1,250 per eligible Clear Credential candidate (includes Multiple Subject, Single Subject, Education Specialist, or Designated Subjects - CTE and AE) enrolled in the Program. Districts will receive \$800 per eligible Intern teacher. (Mentor stipends are pro-rated when partial services are rendered.)
3. Funds will also be credited to districts to offset the costs of the District Coordinators stipend, pro-rated, depending on the total number of Candidates. District Coordinator compensation is at a rate of \$100.00 per Candidate.
4. Private school and out-of-consortium partners will receive a budget addendum describing the full fee-for-service costs.
5. The District is responsible to facilitate the distribution of Funds to Mentors and District Coordinators for compensation.

H. Other Terms and Conditions

All products and materials developed by the Program are the exclusive property of the LEA. District and COE employees, staff, and subcontractors shall not have the right to disseminate, market, or otherwise use the products or materials without the expressed written permission of the LEA designee.

As between the Parties hereto, it is understood and agreed that:

1. Candidates Employment Status:

Candidates are and shall remain District employees for any and all purposes throughout the term of this Agreement. Candidates shall not be considered an employee, agent, representative, nor independent contractor of LEA for any purpose whatsoever.

2. Indemnification:

District shall assume full responsibility for its' employees. District agrees to hold and save LEA harmless from and against any claim, demand, action or cause of action that may be asserted by any

District Program participant arising out of injury or death suffered by any District employee Program participants, including, but not limited to, third party actions for injury or death otherwise covered under applicable workers' compensation laws and regardless of the sole or concurring negligence of LEA.

3. Maintenance of records:

District agrees to keep and maintain adequate and current written records in accordance with Program requirements during the term of this Agreement. The records will be in any format that may be specified by the State of California. The records will be available to LEA at all times.

4. Assignment:

This Agreement shall not be assigned by District. Any such assignment shall be null and void.

5. Severability:

The provisions of this Agreement are divisible; if any such provisions shall be deemed invalid or unenforceable, that provision shall be deemed limited to the extent necessary to render it valid and enforceable and the remaining provisions of this Agreement shall continue in full force and effect without being impaired or invalidated in any way.

6. Waiver:

No delay or omission by either party in exercising any right under this Agreement shall operate as a waiver of that or any other right. No waiver of any provision of this Agreement, or consent to any departure by either party from any provision shall be effective in any event unless it is in writing, designated a waiver and signed by the party waiving the breach. Such a waiver shall be effective only in the specific instance and for the purpose of which it is given.

7. Constructions and Governing Law:

The captions used in connection with this agreement are for reference purposes only and shall not be construed as part of this Agreement. This agreement shall be governed by and construed in accordance with the laws of the State of California.

8. Entire Agreement:

This Agreement supersedes all prior agreements, understandings, and communications between LEA and District, whether written or oral, express or implied, relating to the subject matter of this agreement and is intended as a complete and final expression of the terms of the agreement between LEA and District and shall not be changed or subject to change orally. The parties further agree and acknowledge that neither they nor anyone on their behalf made any inducements, agreements, promises, or representations other than those set forth in this Agreement.

9. Third Parties:

Except as otherwise explicitly provided herein, nothing in this agreement, whether expressed or implied, is intended to confer any rights or remedies under or by reason of this agreement on any other persons other than the Parties and their respective successors and assigns, nor is anything in this agreement intended to relieve or discharge the obligation or liability of any third persons to any Party, nor shall any provision give any third parties any right of subrogation or action over or against any of the Parties hereto. This Agreement is not intended to and does not create any third party beneficiary rights whatsoever.

10. Relationship of the Parties:

No joint venture, partnership, agency or employment relationship is created by this agreement. No Party shall act as an agent or partner of any other Party or make any commitments for or create any obligations of any other Party except as provided herein without such other Party's prior written consent.

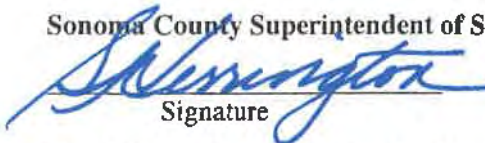
11. Survival:

The provisions of this Agreement shall survive the expiration of the Term and the termination of this Agreement. Amendments and Extensions to this MOU may be made only by written agreement signed by all parties.

Authorized signatures below indicate understanding and acceptance of the terms of this Memorandum of Understanding.

Authorized Signatures:

Sonoma County Superintendent of Schools as LEA:

| | | |
|---|---|---------------|
|  | <u>Dr. Steven Herrington/Superintendent</u> | <u>6-1-18</u> |
| Signature | Printed Name/Title | Date |

North Coast Beginning Teacher Program:

| | | |
|---|--|----------------|
|  | <u>Karen Ricketts/Executive Director</u> | <u>5/31/18</u> |
| Signature | Printed Name/Title | Date |

Participating Agency: Name of District or County Office of Education:

| | | |
|-----------|--------------------|-------|
| _____ | _____ | _____ |
| Signature | Printed Name/Title | Date |

North Coast School of Education



Credentialing Services For Schools And Districts 2018-19

OVERVIEW OF PROGRAMS

North Coast Teacher Induction • "Be A Teacher" Intern Program • University-Partnered Intern Support and Supervision

Accredited with the Commission on Teacher Credentialing, the North Coast School of Education (NCSOE) provides credentialed teachers and interns with:

- **Professional development** within a specially designed, standards-based program
- **A bridge** linking the Preliminary Credential Program to the realities of daily classroom teaching (*Teacher Induction*)
- **A Mentor**, a trained experienced teacher, to coach and mentor each new teacher
- **Program materials and resources** to guide best practices for teacher success
- **A recommendation for a California Clear or Preliminary Credential or Intern Credential** upon program completion

TEACHER INDUCTION PROGRAM

| Program Service | Fee |
|--|--|
| Teacher Induction Year 1 or Year 2 | \$3,500 per year |
| Teacher Induction Year 1 or Year 2 <i>(Private schools and out of region charter schools or other small schools, not including SELPA Charter members)</i> | \$2,250 per year plus \$1,250 for Mentor Teacher services |

Professional Development

- California Standards for the Teaching Profession (CSTP)-based Inquiry series:

| | |
|---|--|
| Year 1 <ul style="list-style-type: none"> * <i>Inquiry 1</i> - Communication: The Role of Assessment & Feedback * <i>Inquiry 2</i> - Collaboration: Developing Professional Cultures of Sharing & Support | Year 2 <ul style="list-style-type: none"> * <i>Inquiry 3</i> - Connection: From Surviving to Visioning * <i>Inquiry 4</i> - Relevance: Planning for Long-Term Practice |
|---|--|
- Weekly and "Just In Time" Mentor Support
- Mentor Training Series (monthly professional development)
- Individual Learning Plan (ILP) aligned with the CSTP and based on professional growth goals

INTERN/PERMIT HOLDER PROGRAMS

| Program Service | Fee |
|--|------------------|
| Intern Program <i>("Be A Teacher" Intern or University-Partnered Support /Supervision Programs)</i> | \$2,500 per year |
| Professional Development | |
| <ul style="list-style-type: none"> • Framework for Teaching/Pre-Service ("Be A Teacher" Pre-Interns only) • Intern Credential Coursework ("Be A Teacher" Interns only) • Mentor Training Series (monthly professional development) • Support and Supervision | |

OTHER SERVICES

| Service | Fee |
|--|-------|
| Designated Subjects Credential Services <i>(non-Induction)</i> | \$300 |
| Education Specialist Level II Program <i>(only)</i> | \$400 |
| Equivalency Review | \$300 |





May 29, 2018

To: County Superintendents, District Superintendents, Chief Business Officers (CBO's), Assistant Superintendents, and Directors

From: Karen Ricketts, Executive Director

Re: North Coast School of Education (NCSOE)

Sonoma County Office of Education, as the Local Education Agency (LEA) for the NCSOE, is committed to providing relevant teacher induction, administrative programs and intern credential services throughout the region.

Districts continue to navigate the current teacher and administrative shortages and substantial retirements in the educational field. The following information may be helpful in planning your preliminary budgets, Local Control Accountability Plan (LCAP) and Professional Development Plan with regards to California Teacher Induction, Administrative Programs and Intern Support/Supervision for your newly hired administrators and teachers.

Teacher Induction

The North Coast Teacher Induction Program (NCTIP) assists schools and districts in providing Teacher Induction that meets both program and credentialing standards for the state of California. NCTIP provides credentialed teachers with a specifically designed, standards-based professional development series, mentoring and coaching, credentialing services, and technical assistance aligned to the California Standards for the Teaching Profession (CSTP). New teachers design an Individualized Learning Plan (ILP) aligned with district goals and work closely with a Mentor and site administrator who offer "just-in-time" coaching and longer-term analysis of teaching practice to help new teachers develop enduring professional skills.

Intern Program

The Be-A-Teacher (BAT) Intern Program is an alternative pathway to acquiring a teaching credential that prepares candidates to become teachers for elementary, middle, high school and special education classrooms. Candidates begin with Pre-service modules leading to an Intern Credential, are employed and paid by the school district, are the "Teacher of Record" for their classrooms, work closely with a Practicum Supervisor, Mentor, and attend evening classes in a cohort model. Upon successful completion of the Intern Program and credential requirements, candidates will be recommended for a California Preliminary Credential.

Administrative Programs

Two state accredited programs are offered through NCSOE – Preliminary Administrative Services Credential Program (PASC) is designed to prepare future exemplary leaders in educational leadership. Candidates attend courses aligned to the California Professional Standards for Educational Leaders (CPSEL), complete fieldwork and work closely with a Faculty Mentor. The Administrative Induction Program (AIP) is designed to provide new administrators with the opportunity to clear their Preliminary Administrative Services Credential through a job-embedded induction experience. Candidates pay tuition and complete differentiated professional development, design Individualized Induction Plans (IIP) and network professionally through collaborative learning communities.

LCAP State Priority 1

As you work with local community groups and stakeholders to revisit your LCAP goals, the details below may be helpful in planning ahead for services, support and supervision for new administrators, teachers, interns and permit holders in order for them to be supported in your classrooms and obtain credentials. Teacher induction goals and intern support align with several areas of the LCAP and most closely connect with *Priority 1: Conditions of Learning - "Basic degree to which teachers are appropriately assigned pursuant to Education Code section 44258.9, and fully credentialed in the subject areas and for the pupils they are teaching."*

Fee for Service

NCSOE operates as a "fee for service" model. This model continues to provide increased access to quality induction and support for districts that are employing new teachers in the region.

Districts will be responsible for the total fee-for-service, at \$3,500 per teacher induction candidate and \$2,500 per intern or permit candidate. For example, if "District X" hires 2 new teachers and 1 intern in 2018-2019, the cost to the district would be \$9,500 (2 X \$3,500 plus 1 X \$2,500). Your district will be invoiced in November 2018 depending on the number of induction candidates and interns enrolled in the programs.

NCSOE will fund the cost of each induction mentor stipend at \$1,250 and each intern mentor stipend at \$800.00. The program also pays a stipend for District Coordination at a pay rate of \$100.00 per candidate and intern served for 2018-2019. These funds will be sent to districts in March 2019.

| Regional Fee-for-Service Structure | Teacher Induction | Intern Support and Supervision |
|---|-------------------|--------------------------------|
| Annual Program Costs per induction candidate and intern - inclusive of Mentor stipends. | \$3,500.00 | \$2,500.00 |

As teacher/administrative induction and intern programs throughout the state continue to transition, we find our programs to increasingly be ones that are sought after for quality services. And while we recognize that you may not know if you will have new teachers next year, it is important to secure general commitments for planning purposes. To ensure that your district is afforded the benefits of our programs without a disruption in services, please return a signed copy of the attached Memorandum of Understanding (MOU) by **June 30, 2018**.

Please let me know if I can be of service to you with your planning and staffing. In the months to come, I will continue to work with you in preparing high quality teachers for every student in all of our classrooms. Feel free to contact me at any time and thanks for all you do to support student achievement and teacher success.

Sincerely,

Karen Ricketts
Executive Director

cc Steven D. Herrington, Ph.D., Sonoma County Superintendent of Schools
John Laughlin, Associate Superintendent-Human Resources

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Information Technology
Maintenance and Support Agreement
SLA

Gravenstein Union School District
July 1st 2018 – June 30th 2019

Discussion

Ally Technology Consulting (ATC) proposes to provide the following technical support required to maintain the client's systems based on device inventory, student population, and current staffing levels. Professional services during this schedule include those outlined in this agreement. Agreement may be modified to meet the needs of the client within 30-days' notice.

Agreement

Scope of Coverage

This plan is composed of 2 elements:

- District-wide Network WAN, LAN, and WLAN coverage.
- IT Systems Support covering the following:
 - Servers
 - Office and End-User Devices

Based on existing device count, device diversity, and current infrastructure conditions, ATC recommends coverage that provides up to 500 hours a year of support with 6 hours per week of onsite support during school hours, the cost of which will be split into 12 months of equal payments.

This support agreement provides structured response times based upon the type of issues, with Level-1 constituting a business critical service outage.

Agreement includes:

- 6 days a week, 52 weeks a year, from 8am to 5pm each day on-call support.
- Network and Server Support
 - LAN network switching devices from the WAN edge transport routers
 - Current WLAN infrastructure
 - ATC will assist SCOE in maintenance of edge routers.
 - Microsoft and OSX-based Servers and Domain Services
 - Approved WLAN devices
- IT Systems Support
 - Existing Microsoft, OSX, and Chrome-based workstations
 - 3rd Party vendor interface as necessitated

Agreement does not include:

- Wiring and installation of fixtures
- Hardware or software expenses
- Direct support of edge routers managed by SCOE
- Phone systems and stations
- Server installation and setup
- Migration of services and data to a replacement server
- Configuration of network services such as DNS (Domain Name Service)
- Restoration of services and data from hardware or software failures.
- Setup and configuration of new server or network equipment

Service Level Agreement

ATC will fulfill the services described in this agreement in a timely and reasonable manner. ATC will reserve the right to prioritize its response to customer issues. In the event that multiple customers experience significant simultaneous issues requiring ATC support, ATC will respond to its customer base given the following criteria:

Level 1 Full Business Interruption

Level 2 Full Business Degradation

Level 3 Business Inconvenience

Level 4 Individual End-user Interruptions

Level 5 Individual End-user Degradation/Inconvenience

- **Level 1 Issues - 1-hour Response** time, with a 4-hour Response time to the designated client facilities by a qualified, professional engineer if the issue cannot be remotely diagnosed and mitigated within 2 hours.
- **Level 2 Issues - 4-hour Response** time with a next business day response to the designated client facility by a qualified, professional engineer if the issue cannot be remotely diagnosed and mitigated within 2 hours.
- **Level 3 Issues - 1-Business Day Response** with a 2-Business Day On-site Response time to the designated client facility by a qualified, professional engineer if the issue cannot be remotely diagnosed and mitigated within 1 hour.
- **Level 4/5 issues - 3-Business Day Response** time with a Next Scheduled On-Site Day Response time to the designated client facility by a qualified, professional engineer if the issue cannot be remotely diagnosed and mitigated within 1 hour.

Remote Support of client network(s) and qualifying workstation(s) utilizing Remote Desktop Assistance (RDA) or equivalent.

Technology Project Management

ATC agrees to provide technology project management to GUSD. This support includes product research, pricing, negotiation, and representation of the District's best interests. In addition, ATC agrees to act as a liaison for the District with any 3rd party technology vendors at the District's request. Any and all meetings requested by the district must provide a lead-time of 2 weeks. Any request made without adequate lead-time will be charged as an out-of-scope emergency.

Rate

ATC will charge GUSD a flat rate of \$2650.00 per-month. This includes onsite support of up to 500 hours per year with 6-hours-per-week-onsite during regular school hours with a 2-hour minimum. Additionally, ATC is incorporating full network management and technology project management.

Out of Scope

Out-of-scope work is defined by the following:

- Non Level 1 issues that user requests immediate or next-business-day on-site support where immediate or next-business-day does not fall on a regularly scheduled day of support.
- Support that does not fall into the categories described within the "Scope of Agreement" portion this agreement.
- Any project management requests made without adequate lead-time as defined within the "Project Management" portion of this agreement.
- On-site/Remote hours exceeding allotted or banked hours available

ATC will charge GUSD a discounted rate of \$125 per hour for all out-of-scope work. Holiday (2x) and overtime (1.5x) charges may apply. Charges are identical for remote or on-site service.

Cost

Based on the defined scope, and in recognition of the school district's status as a public education entity, ATC offers the following discounted cost to GUSD:

Monthly: \$2650.00

Server Cloud Backup Service: \$100

Terms

This agreement will run from July 1st 2018 through June 30th 2019. GUSD may cancel this agreement at any time, with 30-days' notice, incurring no penalties. ATC will invoice GUSD at the beginning of each month. Payments are due within 30 days of receipt of labor invoicing. GUSD may bank unused hours. All banked hours must be used prior to the contract's expiration. Support will primarily be provided by Rob Schuetz. Any substitution is to be agreeable to the District.

ACCEPTANCE OF AGREEMENT

The above prices and conditions are hereby accepted. Ally Technology Consulting is authorized to provide the services as outlined in this Agreement. Payment will be made as proposed above.

Gravenstein Union School District
3840 Twig Ave.
Sebastopol, CA 95472

Ally Technology Consulting
1312 Milton Pl.
Rohnert Park, CA 94928

Printed Name:

Printed Name:

Signed:

Signed:

Title:

Title:



June 24, 2018

Counterpoint Construction Services
181 Concourse Blvd. Suite B
Santa Rosa, CA 95403

Attn: Renee Franceschi

Re: Hillcrest Middle School Improvements

Renee,
Enclosed please find the following documents:

- 1 Signed Facility Lease
- 1 Signed Lease-Leaseback Agreement
- 1 Non Collusion Declaration
- 1 Signed Site Lease
- 1 Signed Criminal Background Investigation
- 1 Lease Leaseback General Conditions
- 1 Sub-Contractors List
- 1 Workers Compensation Certificate
- 1 Payment and Performance Bond
- 1 General Liability & Workers Compensation Insurance Certificate
- 1 Builders Risk Insurance Certificate
- 1 Schedule of Values
- 1 Request for Substitution of Securities

If you have any questions, please do not hesitate to contact me.

Shari Gentry
GCCI, INC.

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

Gravenstein Union School District
3840 Twig Ave,
Sebastopol, CA 95472

Attention: **Jennifer Schwinn, Superintendent**

Exempt from recording fee
per Government Code §6103

FACILITIES LEASE

by and between

GCCI, INC.

and

Gravenstein Union School District

June 8, 2018

Gravenstein Union School District
Hillcrest Middle School Improvements

FACILITIES LEASE

This FACILITIES LEASE is made as of the June 8, 2018, between the Gravenstein Union School District and the Lessor, GCCI, INC. (license no. 729437).

WHEREAS, the District desires to provide for the construction of the above described project (“Project”), Hillcrest Middle School Improvements;

WHEREAS, on the date hereof, the District has leased to the Lessor certain real property, more particularly described in Attachment A to the Site Lease (“Site”), for the construction of the Project pursuant to the terms of the Site Lease dated as of the date hereof by and between the District and Lessor.

WHEREAS, the District is authorized under Section 17406 of the Education Code of the State of California to lease the Site to Lessor for Lessor to construct the Project and to leaseback the Site and Project to District, and has duly authorized the execution and delivery of this Facilities Lease;

WHEREAS, Lessor is authorized to lease the Site as lessee and to construct the Project on the Site and to lease the Project and the Site back to the District, and has duly authorized the execution and delivery of this Facilities Lease;

WHEREAS, the Board of Trustees of the District has determined that it is in the best interests of the District and for the common benefit of the citizens residing in the District to construct the Project by leasing the Site to Lessor and by simultaneously entering into this Facilities Lease under which the District will lease back the Site and the Project from Lessor and make Lease Payments on the dates and in the amounts set forth in the payment schedule attached hereto as Attachment A (“Lease Payment Schedule”); and,

WHEREAS, the District has performed all acts, conditions and things required by law to exist, to have happened and to have been performed precedent to and in connection with the execution and entering into of this Facilities Lease in regular and due time, form and manner as required by law, and the parties hereto are now duly authorized to execute and enter into this Facilities Lease.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the District and Lessor agree as follows:

- 1 DEFINITIONS.**
- 1.1 Contract Documents: those documents identified as such in the Agreement.**
- 1.2 Lease Documents. This Facilities Lease, the Site Lease and the Contract Documents.**
- 1.3 Lessor: GCCI, INC.**
- 1.4 Lessor Representative: any person authorized and designated by the Lessor to act on its behalf.**
- 1.5 District: the Gravenstein Union School District.**

- 1.6 District Representative: any person authorized and designated by District to act on its behalf.
- 1.7 Facilities: The Project and the Site.
- 1.8 Facilities Lease: this Facilities Lease as originally executed and as it may from time to time be amended or supplemented pursuant to the provisions hereof.
- 1.9 Lease Payment Schedule: the lease payment schedule set forth at Attachment A hereto.
- 1.10 Permitted Encumbrances: as of any particular time: (i) the Site Lease; (ii) this Facilities Lease; (iii) easements, rights of way, mineral rights, drilling rights and other rights, reservations, covenants, conditions or restrictions which exist of record as of the date of this Facilities Lease and which will not materially impair the use of the Site; and (iv) easements, rights of way, mineral rights, drilling rights and other rights, reservations, covenants, conditions or restrictions established following the date of recordation of this Facilities Lease and to which District consents in writing which will not impair or impede the operation of the Site.
 - 1.10.1 Project: the **Hillcrest Middle School Improvements** Project.
- 1.11 Site: those certain parcels of real property and improvements thereon more particularly described in Attachment A to the Site Lease.
- 1.12 Site Lease: the Site Lease dated as of June 8, 2018, entered into by the District and **GCCL, INC.**, as originally executed and as it may from time to time be amended or supplemented pursuant to the provisions hereof.
- 1.13 Term: the time during which this Facilities Lease is in effect, as provided for herein.
- 1.14 Work: all labor, materials, equipment, utilities, services and transportation necessary to complete the Project in accordance with the Contract Documents.
- 2 **REPRESENTATIONS, COVENANTS, AND WARRANTIES.**
 - 2.1 **District.** The District represents, covenants, and warrants as follows:
 - 2.1.1 The District is a California public school district, duly organized and existing under the laws of the State of California.
 - 2.1.2 The District has the full power and authority to enter into, to execute and to deliver this Facilities Lease, and to perform all of its duties and obligations hereunder and has duly authorized the execution of this Facilities Lease.
 - 2.1.3 Neither the execution and delivery of this Facilities Lease nor the Site Lease, nor the fulfillment of or compliance with the terms and conditions hereof or thereof, nor the consummation of the transactions contemplated hereby or thereby, conflicts with or results in a breach of the terms, conditions or provisions of any restriction or any agreement or instrument to which the District is now a party or by which the District is bound, or constitutes a default under any of the foregoing, or results in the creation or imposition of any lien, charge or encumbrance whatsoever upon any of the property or assets of the District, or upon the Site, except Permitted Encumbrances.
 - 2.2 **Lessor.** The Lessor represents, covenants, and warrants as follows:
 - 2.2.1 The Lessor is duly organized and existing under the laws of the State of California, has the power to enter into this Facilities Lease and the Site Lease; holds a valid California contractor's license, is possessed of full power to own and hold real and personal property, and to lease and sell the same; and has duly authorized the execution and delivery of all of the aforesaid agreements.
 - 2.2.2 Neither the execution and delivery of this Facilities Lease or the Site Lease, nor the fulfillment of or compliance with the terms and conditions hereof or thereof, nor the consummation of the transactions contemplated hereby or thereby, conflicts with or results in a breach of the terms, conditions or provisions of any restriction or any agreement or instrument to which the Lessor is now a party or by which the Lessor is bound, or constitutes a default under any of the foregoing, or results in the creation or imposition of any lien, charge or encumbrance

whatsoever upon any of the property or assets of the Lessor, or upon the Site, except Permitted Encumbrances.

- 2.2.3 Except as otherwise provided herein, the Lessor shall not assign this Facilities Lease, its right to receive Lease Payments and prepayments from the District, or its duties and obligations hereunder to any other person, firm or Lessor so as to impair or violate the representations, covenants and warranties contained in this Paragraph 2.2.
- 2.2.4 The Lessor has the full power and authority to enter into, to execute and to deliver this Facilities Lease, and to perform all of its duties and obligations hereunder and has duly authorized the execution of this Facilities Lease.

3 **CONSTRUCTION OF PROJECT.** The Lessor shall perform the Work and construct the Project in accordance with the Contract Documents. Lessor, as Contractor, shall provide the District on forms provided by the District the following: (1) Payment Bond; (2) Performance Bond; (3) Drug-Free Certification; (4) Fingerprint Certification; and (5) Workers Compensation Certificate. The Performance Bond shall name the District as obligee. Lessor hereby assigns to the District any and all of its rights under the Performance Bond. Lessor and any subcontractors shall be licensed by the Contractors' State License Board at all times during the Project.

4 **AGREEMENT TO LEASE**

- 4.1 **Purpose of Facilities Lease.** Lessor hereby leases the Facilities to the District and the District hereby rents said Facilities from the Lessor under the terms and conditions hereafter set forth and subject to all easements, encumbrances and restrictions, including without limitation the terms and conditions of the Site Lease. The District shall not utilize any of the Facilities until authorized to do so by the architect. Nothing in this Facilities Lease restricts the duties of the Contractor to complete the Project in accordance with the Contract Documents. The Lessor shall maintain Builder's Risk Insurance on the Project until final completion and acceptance by the District. The District shall, during the Term of this Facilities Lease, make Lease Payments to Lessor on the dates and in the amounts set forth in the Lease Payment Schedule attached hereto as Attachment A.
- 4.2 **No Merger.** The leasing of the Site by the Lessor to the District pursuant to this Facilities Lease shall not affect or result in a merger of the District's leasehold estate and its fee estate as lessor under the Site Lease throughout the term thereof and the Term of this Facilities Lease. As to the Site, this Facilities Lease shall be deemed and constitute a sublease.
- 4.3 **Expiration of Facilities Lease.** This Facilities Lease shall expire upon the earliest of any of the following events: (1) upon completion of the Project, as provided in the Contract Documents, and payment of the final Lease Payment, as provided in the Lease Payment Schedule; (2) upon Termination by the District in accordance with Paragraph 4.5.1 below; or (3) upon Termination by the Lessor in accordance with Paragraph 4.5.2 below ("Expiration Date"). Notwithstanding any other provision of this Facilities Lease, upon expiration of this Facilities Lease for any reason whatsoever, the Site Lease shall be deemed expired simultaneously therewith.
- 4.4 **Term of Facilities Lease.** The term of this Facilities Lease shall commence as of the Notice to Proceed issued by the District to Lessor and shall continue until the Expiration Date.
- 4.5 **Termination.**
 - 4.5.1 **Termination by District.** The District shall have the right to terminate the Lease Documents, including this Facilities Lease, in the event of a default by Lessor in accordance with the General Conditions.
 - 4.5.2 **Termination by Lessor.** The Lessor shall have the right to terminate the Lease, including this Facilities Lease, in the event that the District fails to timely disburse

Lease Payments in accordance with Attachment A (2) hereto, despite faithful performance of Lessor of all its obligations under the Contract Documents, and the District fails to cure same within thirty (30) days from receipt of written notice by Lessor of its intent to terminate the Contract Documents pursuant to this paragraph. In the event of such termination during the time of the lease period set forth in Attachment A (2), the Lessor may re-let the premises; however, title to the premises shall vest in the District in any event upon the expiration of the term of any such new lease, the term of which shall not exceed the remaining term on the lease at the time of such termination. . Notwithstanding any other provision of this Facilities Lease, upon termination of this Facilities Lease for any reason whatsoever, the Site Lease shall be deemed terminated simultaneously therewith.

4.6 **Possession.** The District shall take possession of the Project in accordance with the Contract Documents.

4.7 **Lease Payments.**

4.7.1 Subject to the provisions of Paragraphs 3, 4, and 9 hereof, and in accordance with the General Conditions, the District agrees to pay to Lessor as rental for the use and occupancy of the Project and the Site Lease Payments during the Term in the amounts and on the dates specified in the Lease Payment Schedule, Attachment A hereto.

4.7.2 The District and the Lessor understand and intend that the obligation of the District to pay Lease Payments and other payments hereunder constitutes a current expense of the District and shall not in any way be construed to be a debt of the District in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness by the District, nor shall anything contained herein constitute a pledge of the general tax revenues, funds or moneys of the District. Lease Payments due hereunder shall be payable only from current funds which are budgeted and appropriated, or otherwise legally available, for the purpose of paying Lease Payments or other payments due hereunder as consideration for use of the Site during the fiscal year of the District for which such funds were budgeted and appropriated or otherwise made legally available for such purpose. This Facilities Lease shall not create an immediate indebtedness for any aggregate payments that may become due hereunder. The District has not pledged the full faith and credit of the District, the State of California or any agency or department thereof to the payment of the Lease Payments or any other payments due hereunder.

4.8 **Quiet Enjoyment.** Excepting any interference resulting from the Lessor's performance of the Work of the Project, during the term of this Facilities Lease, the Lessor shall provide the District with quiet use and enjoyment of the Site, and the District shall during such Term peaceably and quietly have and hold and enjoy the Site, without suit, trouble or hindrance from the Lessor, except as expressly set forth in this Facilities Lease. The Lessor will, at the request of the District, join in any legal action in which the District asserts its right to such possession and enjoyment to the extent of the Lessor may lawfully do so. Notwithstanding the foregoing, the Lessor shall have access to the Site as provided in Paragraph 7 hereof.

4.9 **Title to the Site and Project.** During the Term of this Facilities Lease, the District shall hold title to the Site and the Lessor shall have a leasehold interest in the Site pursuant to the Site Lease. The title to the Project and any and all additions which comprise fixture, repairs, replacements or modifications thereof, as construction progresses shall remain in the Lessor until the final lease payment is made, at which time title shall vest in the District, unless Lessor or District terminates this Facilities Lease; if and when Lessor or District terminates this Facilities Lease, title to work in place including stored materials for which payment is made by or on behalf of District shall vest thereupon in District. Lessor shall not convey or transfer

- title to the Project or any portion thereof including any additions thereto to any third party.
- 5 **TAXES AND ASSESSMENTS.** The District shall cause to be paid all taxes and assessments of any type or nature charged the District affecting the Project and the Site except for those taxes and assessments that are due from Lessor.
- 6 **EMINENT DOMAIN.**
- 6.1 **Eminent Domain Takings.** If all of the Project and the Site shall be taken permanently under the power of eminent domain, the term of this Facilities Lease shall cease on the day possession shall be so taken. If less than all of the Project and the Site shall be taken permanently, or if all of the Project and the Site or any part thereof shall be taken temporarily, under the power of eminent domain:
- 6.1.1 This Facilities Lease shall continue in full force and effect and shall not be terminated by virtue of such taking and the parties waive the benefit of any law to the contrary; and,
- 6.1.2 There shall be a partial abatement of Lease Payments such that the resulting Lease payments represent fair consideration for the use and occupancy of the portion of the Project and the Site, if any, which is not taken under the power of eminent domain as a result of the application of the net proceeds of any eminent domain award to the prepayment of the Lease Payments hereunder.
- 6.2 **Eminent Domain Award.** The net proceeds of any eminent domain action relating to the Project and/or the Site shall be payable to the District. The term “net proceeds” as used herein shall mean the amount of the Eminent Domain Award less payments made to Lessor under this Facilities Lease.
- 7 **ACCESS.** Lessor shall have the right at all reasonable times to enter upon the Site to construct the Project pursuant to the Contract Documents. District and/or any of its authorized representatives shall have the right at all reasonable times to enter upon the Site for any purpose at its sole discretion.
- 8 **ASSIGNMENT OR SUBLEASING.** Lessor shall not assign this Facilities Lease or any of the rights, obligations or liabilities hereunder, or sublet or allow any other entity or individual to occupy the whole or any part of the Site, without the District’s prior written consent, in the District’s sole and absolute discretion; provided, however, in such event Lessor shall not be relieved of its obligations or liabilities under the Lease Documents.
- 9 **MISCELLANEOUS**
- 9.1 **Triple Net Lease.** This Facilities Lease shall be deemed a “net-net-net” lease and the District agrees that the Lease Payments shall be an absolute net return to the Lessor, free and clear of any expenses, charges or setoffs, except as otherwise provided in the Contract Documents.
- 9.2 **Governing Law; Interpretation.** This Facilities Lease shall be governed and interpreted in accordance with the laws of the State of California in accordance with its fair meaning and not strictly for or against District or Lessor. Unless otherwise specified, where there is inconsistent language between this Facilities Lease, the Site Lease and/or the Contract Documents, the terms of this Facilities Lease shall govern; where there is inconsistent language between the Site Lease and the Contract Documents, the Site Lease shall govern.
- 9.3 **Successors.** This Facilities Lease and all terms hereof shall be binding upon, and shall inure to the benefit of, the successors and assigns of the parties.
- 9.4 **Authority.** The individual executing this Facilities Lease on behalf of Lessor warrants and represents that he /she is authorized to execute this Facilities Lease and bind Lessor to all terms hereof. The individual executing this Facilities Lease on behalf of District warrants and represents that he/she is authorized to execute this Facilities Lease and, subject to approval and ratification by the District’s Governing Board, to bind District to all terms hereof and authority granted to enter into this Facilities Lease.

- 9.5 **Marginal Headings; Captions.** The titles of the various Paragraphs of the Facilities Lease are for convenience of reference only and are not intended to and in no way shall enlarge or diminish the rights or obligations of Lessor and District hereunder.
- 9.6 **Cumulative Rights; No Waiver.** Duties and obligations imposed by this Facilities Lease and rights and obligations hereunder are in addition to and not in lieu of any imposed by or available at law or in equity. No action or failure to act by District hereunder shall be deemed a waiver of any right or remedy afforded hereunder or acquiesce or approval of any breach or default by Lessor.
- 9.7 **Dispute Resolution.** Notwithstanding any other provision of the Contract Documents, any and all claims by the Contractor shall be resolved in accordance with Article 50 of the General Conditions. Any claim not covered by that provision shall be pursued, if at all, pursuant to the California Government Claims Act.
- 9.8 **Severability.** If any provision of this Facilities Lease is deemed unconscionable, herein defined to include illegal, invalid unenforceable or void by any court of competent jurisdiction, the court may, as it deems equitable, refuse to enforce the contract, or it may enforce the remainder of the contract without the unconscionable clause, or it may so limit the application of any unconscionable clause so as to avoid any unconscionable result.
- 9.9 **Counterparts and Facsimiles.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but such counterparts shall be deemed to constitute one and the same instrument; a facsimile signature by a party may be relied upon by the other parties as an original signature.
- 9.10 **Notices.** Notices Lessor or District are required or desire to serve on the other shall be valid only if addressed to the other as set forth in the Facilities Lease or modified by notice hereunder from time to time. Notices shall be effective only if by personal delivery requiring signature acknowledging receipt or by United States Mail, Certified, Return Receipt Requested, First Class, postage fully pre-paid, addressed and delivered as set forth in the Site Lease.
- 9.11 **Entire Agreement.** This Facilities Lease and the documents enumerated below are all of the documents forming a part of the Facilities Lease: Attachment A, Schedule of Lease Payments. The foregoing constitutes the entire agreement and understanding between the District and Lessor concerning the subject matter hereof, replacing and superseding all prior agreements or discussions, whether written or oral. No term or condition of this Facilities Lease or the Lease Payment Schedule shall be modified, amended or supplemented except by a writing executed by the District and the Lessor.

This Facilities Lease entered into as of the day and year first written above.

Gravenstein Union School District

GCCI, INC.

By: **Jennifer Schwinn**

By: **Michael Gentry**

Title: **Superintendent**

Title: **President**

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189



A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Sonoma)

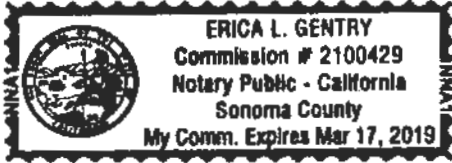
On June 26, 2019, before me, Erica L. Gentry, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Michael Raymond Gentry
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Erica L. Gentry
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
 Corporate Officer -- Title(s): _____
 Partner -- Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

Signer's Name: _____
 Corporate Officer -- Title(s): _____
 Partner -- Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

ATTACHMENT A

SCHEDULE OF LEASE PAYMENTS

1) Payments during the time period of the Work

The Work on the Project shall be performed as described in the Contract Documents. The payments by the District to Lessor during this time period shall correspond therewith. The District shall make payments to Lessor totaling the amount of \$1,400,089.10, payable as follows: during the performance of the Work, Lessor shall submit to the District for approval Applications for Payments as provided in the General Conditions.

2) Lease Payments during District occupancy following Final Completion

In addition to the payments provided for in paragraph (1) above, commencing on the first day of the month immediately following Final Completion, as defined in the General Conditions, the District as Tenant shall use and occupy the completed premises and shall make monthly rental payments to the Lessor as Landlord in the amount of \$73,688.90 per month for a total of twelve (12) months thereafter for a total lease payment under this provision of \$6,140.74. During this time period, the District shall have exclusive occupancy of the premises. However, the Lessor is entitled to reasonable access to the premises to resolve warranty and repair issues. The District's insurance of the premises shall be considered primary during this time period. The District shall be responsible for the cost of all utilities incurred during its use of the premises. The District shall be liable for damages to the premises caused by its willful or reckless misconduct.

**LEASE-LEASEBACK AGREEMENT
For Hillcrest Middle School Improvements Project**

THIS LEASE-LEASEBACK AGREEMENT ("Agreement") is entered into as of June 8, 2018, by and between the Hillcrest Middle School Improvements, a California school district organized and existing under the laws of the State of California ("Owner"), and GCCL, INC., a California corporation and contractor licensed by the State of California ("Contractor"). Owner and Contractor are the "Parties" to this Agreement.

RECITALS

WHEREAS, the Owner intends to have constructed the Hillcrest Middle School Improvements (the "Project"), which is more fully described below;

WHEREAS, California Education Code section 17406 permits the governing board of a school district to lease to any entity real property owned by the school district if the lessee is required to construct on the leased premises, or provide for the construction thereon, facilities for the use of the school district during the term of the lease, and provides that title to the facilities shall vest in the school district upon expiration of the lease, so long as the district complies with the 'best value' process outlined in the code;

WHEREAS, the Owner has required Contractor to pre-qualify for the Project as required by law, and the Owner has published a Request for Proposals for lease leaseback construction services. Contractor responded and was found to have provided the 'best value' proposal as further described in Exhibit A hereto,

WHEREAS, in connection with the approval of this Agreement, the Owner will enter into a site lease with Contractor (the "Site Lease"), under which it will lease the Project site described and depicted in Exhibit B of the Site Lease (the "Site") to Contractor in order for Contractor to construct the Project as described in this Agreement (the "Scope of Work");

WHEREAS, Contractor will lease the premises back to the Owner pursuant to a Facilities Lease (the "Facilities Lease"), under which the Owner will be required to make lease payments to the Contractor for the use and occupancy of the Site, including the Project; Hillcrest Middle School Improvements

WHEREAS, upon expiration of the Site and Facilities Leases, title to the premises shall vest with the Owner; and

WHEREAS, Contractor is experienced in the construction of the type of school facilities and type of work desired by the Owner and is willing to perform the construction work for the Owner, all as more fully set forth this Agreement and the Contract Documents.

NOW, THEREFORE, in consideration of the covenants described herein, the Owner and Contractor agree as follows:

TERMS AND CONDITIONS

ARTICLE I. SCOPE OF WORK. The Contractor agrees to furnish all labor, equipment, materials, and supervision, and to perform and satisfactorily complete all the work, free from any and all liens, stop notices and claims, required for the Project, located at 725 Bloomfield Rd, Sebastopol, California, all in strict compliance with the Contract Documents, including the plans, drawings and specifications prepared by AXIA ARCHITECTS dated May 24, 2018 (DSA date stamp).

Contractor warrants that it has a **Class B** contractor's license (729437) that Contractor shall maintain in good standing for the duration of Contractor's work on the Project.

ARTICLE II. CONTRACT DOCUMENTS. The Contractor and the Owner agree that this Agreement, the General Conditions, the Site Lease, and the Facilities Lease and the exhibits thereto together form the "Contract Documents," which form the "Contract."

ARTICLE III. TIME TO COMPLETE AND LIQUIDATED DAMAGES. Time is of the essence in this Contract. The time for completion of this Project shall be 67 calendar days from the date established in the Owner's Notice to Proceed. Failure to complete the Project within these times and in the manner provided for by the Contract Documents shall subject the Contractor to liquidated damages. The actual occurrence of damages and the actual amount of the damages which the Owner would suffer if the Project were not completed within the specified times set forth are dependent upon many circumstances and conditions which could prevail in various combinations and, from the nature of the Project, it is impracticable and extremely difficult to fix the actual damages. Damages that the Owner would suffer in the event of delay include, but are not limited to, loss of the use of the Project, disruption of activities, costs of administration, supervision and the loss suffered by the public.

Accordingly, the parties agree that the amount herein set forth shall be the amount of damages which the Owner shall directly incur upon failure of the Contractor to complete the Project within the times specified: \$ 200.00 for each calendar day by which completion of the Project, or portion thereof, is delayed beyond the completion dates specified above.

If the Contractor becomes liable under this section, the Owner, in addition to all other remedies provided by law, shall have the right to withhold any and all retained lease payments which would otherwise be or become due the Contractor until the liability of the Contractor under this section has been finally determined. If the retained sums are not sufficient to discharge all liabilities of the Contractor incurred under this Article, the Contractor and its sureties shall continue to remain liable to the Owner for such liabilities until satisfied in full.

If the Owner accepts any work or makes any payment under this Agreement after a default by reason of delays, the payment or payments shall in not constitute a waiver or modification of any Agreement provisions regarding time of completion and liquidated damages.

ARTICLE IV. GUARANTEED MAXIMUM PRICE. The Contractor's Guaranteed Maximum Price ("GMP") for performance of all work required by the Contract for the Project shall be \$1,473,778.00 based upon the Scope of Work set forth in Exhibit A of this Agreement. Except as otherwise provided in the General Conditions, the Contractor shall assume the risk of all costs in excess of the GMP in the performance of such work and shall not be entitled to additional payments because of such excess costs. The GMP is also referred to in the Contract as the "Contract Sum."

Contractor shall finance the cost of construction of the Project, which costs shall not exceed the GMP, except as otherwise provided in the Contract. The Owner shall pay Contractor lease payments pursuant to the terms and conditions of the Facilities Lease (the "Lease Payments"), which terms and conditions include, due to the complexity of the Project, the 5% retention described in the Facilities Lease (the "retention"). The sum of the Lease Payments shall not exceed the GMP established pursuant to Article IV hereof, except as provided in the Facilities Lease and the General Conditions. The GMP does not include the rent due for lease payments following the Final Completion of the Project as described in Attachment B (2) to the Facilities Lease.

ARTICLE V. PREVAILING WAGES. This project is subject to the prevailing wage law and compliance monitoring and enforcement by the California Department of Industrial Relations. In accordance with SB 854, all contractors and subcontractors working at the site shall be duly registered with the Department of Industrial Relations 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 five days of award of the contract.

ARTICLE VI. ENFORCEABLE COMMITMENT RE SKILLED AND TRAINED WORKFORCE. The Contractor and its subcontractors at every tier shall use a skilled and trained workforce to perform all work on the project, as required by Education Code section 17407.5 and Public Contract Code section 2600 et. seq. Unless the District has entered into a binding project labor agreement, the Contractor shall comply with Public Contract Code section 2602 by submitting to the governing board on a monthly basis during the term of the contract a report demonstrating that the Contractor and the subcontractors at every tier are complying with the requirements of this section. If the Contractor fails to submit a required monthly report, the District shall immediately cease making payments to the Contractor. Each monthly report required by this section is a public record.

ARTICLE VII. TERMINATION. The Owner or Contractor may terminate the Contract as provided in the General Conditions.

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

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

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

ARTICLE XI. BINDING EFFECT. Contractor, by execution of this Agreement, acknowledges that

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

ARTICLE XII. SEVERABILITY. If a court of competent jurisdiction shall hold any provision of the Contract invalid or unenforceable, such holding shall not invalidate or render unenforceable any other provision hereof. The laws of the State of California shall govern the Contract and venue shall be in the Superior Court in Sonoma County, California, and no other place.

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

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

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

ARTICLE XVI. EXHIBITS INCORPORATED. All Exhibits attached to this Agreement are hereby incorporated into the Agreement by this reference as if set forth in full.

The Parties have, by their duly authorized representatives, executed this Agreement, in duplicate, as of the day and year first above written.

CONTRACTOR: GCCL, INC.

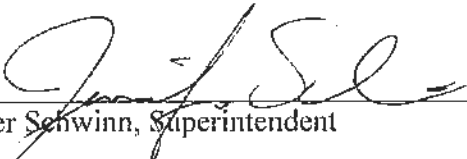
BY: Michael Gentry *Michael R. Gentry*
TITLE: President

BY: Shawn White
TITLE: Corporate Secretary

729437
CONTRACTOR'S LICENSE NO.

11/3018
LICENSE EXPIRATION DATE

OWNER: GRAVENSTEIN UNION SCHOOL DISTRICT

BY: 
Jennifer Schwinn, Superintendent

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

EXHIBIT A—Statement re: Basis of Award to LLB Contractor

See attached

EXHIBIT B - Lease-Leaseback Agreement

SCOPE OF WORK

Hillcrest Middle School Improvements

The GMP for all construction costs for the Project is based on the plans, specifications, drawings, and design packages prepared by AXIA Architects dated **May 24, 2018**_(DSA date stamp). The detailed Scope of Work is set forth in said plans, specifications, drawings, and design packages, which are incorporated herein by this reference.

Recommendation for Selection of Contractor

Re: Gravenstein Union School District – Hillcrest Middle School Improvements Contractor Request for Proposals Lease-Leaseback - Recommendation for selection of General Contractor.

March 7, 2018

Jennifer Schwinn, Superintendent
Gravenstein Union School District
3840 Twigg Ave., Sebastopol CA 95472
Telephone: (707) 823-7008
Fax: (707) 823-2108
jschwinn@grav.k12.ca.us

Dear Jennifer,

On Thursday, March 01, 2018, the District received proposals from qualified contracting firms pertaining to the referenced Construction Project(s). The following is our report on the process and our recommendation:

Pursuant to Education Code section 17406, the District Governing Board adopted and published Administrative Regulation 3311.2, which provides the procedures and guidelines for evaluating the qualifications of proposers that ensures the best value selection was done in a fair and impartial manner.

On behalf of the District, we advertised the Request for Proposal in a The Santa Rosa Press Democrat, a newspaper of general circulation, and the North Coast Builders Exchange a trade journal of general circulation, on dates 02/14/2018 and 02/21/2018, with a proposal opening date of March 01, 2018. We received three (3) responses to the RFP from the following contractors: GCCI, Inc., FRC Inc., & Midstate Construction. We reviewed and documented the proposals received in accordance with District AR 3311.2 and Education Code section 17406.

The following is summary of the result of that review process:

Analysis of Proposals:

The Request for Proposals required that each respondent provide five (5) fundamental components:

1. Cover Letter
2. Table of Contents
3. Project Specific Proposals for Prefabricated Modular Buildings
4. Experience & Pricing
5. Firm Information

All contractors satisfied the above criteria in all manners.

Scoring of Proposals:

The RFP set forth the following scoring criteria to be utilized in the determination of the Best Value Score (Contractor), in which the contractor can score a maximum of 610 points for all criterion.

The following is a brief summary of the Contractors Scoring per their respective proposals:

| | Contractor | Best Value Scores (total earned out of total possible) |
|---|-----------------------|---|
| 1 | GCCI, Inc. | 610 / 610 |
| 2 | FRC, Inc. | 610 / 610 |
| 3 | Midstate Construction | Non-responsive |

Recommendation:

Two of the responses received were responsive and responsible in all manners. One response was deemed non-responsive, for two reasons. In the pass or fail section, one of their answers automatically failed them. The most significant factors for this project, in regard to above summary of proposals received, are the contractor fee, the contractors experience with Lease Lease-Back projects, and the districts relationship with each firm. Per Education Code section 17406 and the above summary of scores, GCCI, Inc. earned the highest score and has been identified as the best value score. Based on the above process and analysis, we recommend the district select GCCI, Inc. for the Hillcrest Middle School, Increment I Project.

Please do not hesitate to call or email should you have any questions or concerns.

Sincerely,

COUNTERPOINT CONSTRUCTION SERVICES, INC.

Justin Walling
Principal

NONCOLLUSION DECLARATION

To be executed by the Contractor and submitted with the proposal:

Michael Gentry, declares that he or she is **President** of **GCCL, INC.**, the party making the foregoing proposal, and affirms that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the proposer has not directly or indirectly induced or solicited any other proposer to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any proposer or anyone else to put in a sham proposal, or that anyone shall refrain from proposing; that the proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the proposer or any other proposer, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other proposer, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the proposal are true and correct; and, further, that the proposer has not, directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, proposal depository, or to any member or agent thereof to effectuate a collusive or sham proposal.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: 6-13-18

Michael Gentry
Signature

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

Gravenstein Union School District
3840 Twig Ave,
Sebastopol, CA 95472

Attention: **Jennifer Schwinn, Superintendent**

Exempt from recording fee
per Government Code §6103

SITE LEASE

by and between

GCCI, INC.

and

Gravenstein Union School District

June 8, 2018

SITE LEASE

Hillcrest Middle School Improvements

THIS SITE LEASE is made as of the June 8, 2018, between the:

Gravenstein Union School District, Lessor or District, and

GCCI, INC., Lessee.

WHEREAS, the District owns real property located as depicted on Attachment A hereto, incorporated herein by this reference ("Site"), at which the District desires to provide for the construction of the above described Project, as described in the Contract Documents.

WHEREAS, the District has determined that it is in the best interests of the District and for the common benefit of those people residing in the District to construct the Project by leasing a portion of the Site to the Lessee and by thereafter entering into the Facilities Lease under which the District will sublease the Site and lease the Project from the Lessee;

WHEREAS, the District is authorized under section 17406 of the Education Code of the State of California to lease the Site to the Lessee for Lessee to construct the Project on the Site and to leaseback to the District the Site and the Project, and has duly authorized the execution and delivery of this Site Lease;

WHEREAS, the Lessee is authorized to lease the Site as lessee and to construct the Project on the Site, and has duly authorized the execution and delivery of this Site Lease; and,

WHEREAS, the District has performed all acts, conditions and things required by law to exist, to have happened and to have been performed precedent to and in connection with the execution and entering into this Site Lease do exist in regular and due time, form and manner as required by law, and the parties hereto are now duly authorized to execute and enter into this Site Lease;

NOW THEREFORE, in consideration of the mutual covenants contained herein, the District and Lessee agree as follows:

1 DEFINITIONS.

- 1.1 Contract documents: those documents identified as such in the Agreement.
- 1.2 Contractor: **GCCI, INC.**
- 1.3 Lessee: **GCCI, INC.**
- 1.4 Lessee Representative: any person authorized by Lessee to act on its behalf.
- 1.5 District: **Gravenstein Union School District.**
- 1.6 District Representative: any person authorized by District to act on its behalf.
- 1.7 Facilities: the Project and the Site – **Hillcrest Middle School Improvements**
- 1.8 Facilities Lease: the Facilities Lease dated June 8, 2018, entered into by and between the District and Lessee, as originally executed and as it may from time to time be amended or supplemented pursuant to the provisions hereof.
- 1.9 Permitted Encumbrances: as defined in the Facilities Lease.
- 1.10 Project: the Work described in the Contract documents.

- 1.11 Site: those certain parcels of real property and improvements thereon more particularly described in Attachment A.
- 1.12 Site Lease: this Site Lease as originally executed and as it may from time to time be amended or supplemented pursuant to the provisions hereof.
- 1.13 Work: all labor, materials, equipment, utilities, services and transportation necessary to complete the Project in accordance with the Contract documents.

2 DEMISING CLAUSES.

- 2.1 **Lease of the Site.** The District hereby leases to the Lessee, and the Lessee hereby leases from the District the Site, subject only to Permitted Encumbrances, in accordance with the provisions of this Site Lease, to have and to hold for the term of this Site Lease. This Site Lease shall only take effect if the Facilities Lease is executed by the District and Lessee within three (3) calendar days of execution of this Site Lease.
- 2.2 **Purpose.** The Lessee shall use the Site solely for the purpose of constructing and equipping the Project thereon and leasing the Facilities to the District pursuant to the Facilities Lease and for such purposes as may be incidental thereto.
- 2.3 **Rental.** In consideration for the lease of the Site by the District to the Lessee and for other good and valuable consideration, the Lessee shall pay One Dollar (\$1.00) per year to the District, payable in arrears on the last day of each year for the Term of this Site Lease without further notice or invoice from the District.
- 2.4 **No Merger.** The leasing of the Site by the Lessee to the District pursuant to the Facilities Lease shall not effect or result in a merger of the estates of the District in the Site, and the Lessee shall continue to have a leasehold estate in the Site pursuant to this Site Lease throughout the term hereof.

3 **Quiet Enjoyment.** The parties intend that the Site will be leased back to the District pursuant to the Facilities Lease for the term thereof. Subject to any rights the District may have under the Facilities Lease to possession and enjoyment of the Site, the District hereby covenants and agrees that it will not take any action to prevent the Lessee from having quiet and peaceable possession and enjoyment of the Site during the term hereof and prior to the filing of the Notice of Completion, and will, at the request of the Lessee, to the extent that it may lawfully do so, join in any legal action in which the Lessee asserts its right to such possession and enjoyment.

4 SPECIAL COVENANTS AND PROVISIONS.

- 4.1 **Waste.** The Lessee agrees that at all times that it is in possession of the Site, it will not commit, suffer or permit any waste on the Site, and that will not willfully or knowingly use or permit the use of the Site for any illegal purpose or act or to create or cause a nuisance.
- 4.2 **Further Assurance and Corrective Instruments.** The District and the Lessee agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Site hereby leased or intended so to be or for carrying out the expressed intention of this Site Lease and the Facilities Lease.
- 4.3 **Right of Entry.** The District and/or its duly authorized representatives shall have the right to enter upon the Site at any reasonable time for any purpose at the District's sole discretion.
- 4.4 **Representations of the District.** The District represents and warrants to the Lessee as follows:
 - 4.4.1 The District is a school district, duly organized and existing under the Constitution and laws of the State of California;

- 4.4.2 The District has the full power and authority to enter into, to execute and to deliver this Site Lease, and to perform all of its duties and obligations hereunder, and has duly authorized the execution of this Site Lease;
- 4.4.3 Neither the execution and delivery of this Site Lease nor the Facilities Lease, nor the fulfillment of or compliance with the terms and conditions hereof or thereof, nor the consummation of the transactions contemplated hereby or thereby, conflicts with or results in a breach of the terms, conditions or provisions of any restriction or any agreement or instruction to which the District is now a party or by which the District is bound, or constitutes a default under any of the foregoing, or results in the creation or imposition of any lien, charge or encumbrance whatsoever upon any of the property or assets of the District, or upon the Site, except Permitted Encumbrances.
- 4.5 **Representations of the Lessee.** The Lessee represents, covenants and warrants to the District as follows:
 - 4.5.1 The Lessee is duly organized and existing under the laws of the State of California, with an active California contractor's license. It has power to enter into this Site Lease and the Facilities Lease; is possessed of full power to own and hold real and personal property, and to lease and sell the same; and has duly authorized the execution and delivery of all of the aforesaid agreements;
 - 4.5.2 The Lessee has the full power and authority to enter into, to execute and to deliver this Site Lease, and to perform all of its duties and obligations hereunder, and has duly authorized the execution of this Site Lease;
 - 4.5.3 Neither the execution and delivery of this Site Lease or the Facilities Lease, nor the fulfillment of or compliance with the terms and conditions hereof or thereof, nor the consummation of the transactions contemplated hereby or thereby, conflicts with or results in a breach of the terms, conditions or provisions of any restriction or any agreement or instrument to which the Lessee is now a party or by which the Lessee is bound, or constitutes a default under any of the foregoing, or results in the creation or imposition of any lien, charge or encumbrance whatsoever upon any of the property or assets of the Lessee, or upon the Site, except Permitted Encumbrances.
- 4.6 **Contractor.** The Lessee agrees that it will cause the applicable terms of the Contract documents to be incorporated into any contracts or subcontracts Lessee enters into for the construction of the Project. The Lessee agrees to perform the Work and construct the Project in accordance with the Contract documents. Lessee, as Contractor, shall provide the District on forms provided by the District the following: (1) Payment Bond; (2) Performance Bond; (3) Drug-Free Certification; (4) Fingerprint Certification; and (5) Workers Compensation Certificate. Lessee hereby assigns to the District any and all of its rights under the Performance Bond.
- 5 **ASSIGNMENT**
 - 5.1 **Assignment and Subleasing.** Lessee shall not assign this Site Lease or any of the rights, obligations or liabilities hereunder, or sublet or allow any other entity or individual to occupy the whole or any part of the Site, without the District's prior written consent, in the District's sole and absolute discretion; provided, however, in such event Lessee shall not be relieved of its obligations or liabilities under the Lease or Contract documents.
 - 5.2 **Restrictions on the District.** The District agrees that it will not mortgage, sell, encumber, assign, transfer or convey the Site or any portion thereof during the term of this Site Lease.
 - 5.3 **Liens.** Lessee agrees to keep the Site and every part thereof free and clear of any and all liens,

including without limitation, pledges, charges, encumbrances, claims, stop notices, liens of any type arising out of or in connection with work or labor done, services performed, or materials or appliances used or furnished for or in connection with the Site or the Project or otherwise. Lessee further agrees to pay promptly and fully and discharge any and all claims on which any such lien may or could be based, or otherwise extinguish liens (as for example by posting appropriate bonds) and in any event to hold District harmless from any and all such liens, mortgages, including without limitation, and claims of liens and suits or other proceedings pertaining thereto.

6 **Improvements.** Title to all improvements made on the Site during the term hereof shall vest in the Lessee or the District in accordance with the terms of the Facilities Lease.

7 **TERM AND TERMINATION**

7.1 **Expiration of Site Lease.** This Site Lease shall expire simultaneously with the expiration of the Facilities Lease as provided therein.

7.2 **Term of Site Lease.** The term of this Site Lease shall commence as of the date of the issuance of the Notice to Proceed from District to Lessee and shall continue until the last day of the Term of the Facilities Lease.

7.3 **Termination.** The District and Lessee shall have the right to terminate the Lease Documents in accordance with the General Conditions. Notwithstanding any other provision of this Site Lease, upon termination of the Facilities Lease for any reason whatsoever, this Site Lease shall be deemed terminated simultaneously therewith.

8 **MISCELLANEOUS**

8.1 **Governing Law; Interpretation.** This Site Lease shall be governed and interpreted in accordance with the laws of the State of California in accordance with its fair meaning and not strictly for or against District or Lessee.

8.2 **Successors.** This Site Lease and all terms hereof are binding upon and inure to the benefit of the successors and assigns of the parties.

8.3 **Authority.** The individual executing this Site Lease on behalf of Lessee warrants and represents that he is authorized to execute this Site Lease and bind Lessee to all terms hereof. The individual executing this Site Lease on behalf of District warrants and represents that he/she is authorized to execute this Site Lease and, subject to approval and ratification by the District's Governing Board, to bind District to all terms hereof and authority granted to enter into this Site Lease.

8.4 **Marginal Headings; Captions.** The titles of the various Paragraphs of the Site Lease are for convenience of reference only and are not intended to and in no way shall enlarge or diminish the rights or obligations of Lessee and District hereunder.

8.5 **Cumulative Rights; No Waiver.** Duties and obligations imposed by this Site Lease and rights and obligations hereunder are in addition to and not in lieu of any imposed by or available at law or in equity. No action or failure to act by District hereunder shall be deemed a waiver of any right or remedy afforded hereunder or acquiesce or approval of any breach or default by Lessee

8.6 **Severability.** If any provision of this Site Lease is deemed unconscionable, herein defined to include illegal, invalid unenforceable or void by any court of competent jurisdiction, the court may, as it deems equitable, refuse to enforce the contract, or it may enforce the remainder of the contract without the unconscionable clause as to avoid any unconscionable result, such provision shall be deemed stricken and deleted here from, but all remaining provisions will remain and continue in full force and effect.

- 8.7 **Counterparts and Facsimiles.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but such counterparts shall be deemed to constitute one and the same instrument; a facsimile signature by a party may be relied upon by the other parties as an original signature.
- 8.8 **Dispute Resolution.** Notwithstanding any other provision of the Contract documents, any and all claims by Lessee shall be resolved in accordance with Article 50 of the General Conditions. Any claim not covered by that provision shall be pursued, if at all, pursuant to the California Government Claims Act.
- 8.9 **Notices.** Notices Lessee or District are required or desire to serve on the other shall be valid only if addressed to the other as set forth in the Site Lease or modified by notice hereunder from time to time. Notices shall be effective only if by personal delivery requiring signature acknowledging receipt or by United States Mail, Certified, Return Receipt Requested, First Class, postage fully pre-paid, addressed and delivered as follows:

If to District:
Gravenstein Union School District
Jennifer Schwinn, Superintendent
3840 Twig Ave
Sebastopol, CA 95472

If to Lessor:
GCCI, INC.
Michael Gentry, President
3640 Airway Dr,
Santa Rosa, CA 95406

Entire Agreement. This Site Lease and Attachment A hereto form the Site Lease. The foregoing constitutes the entire agreement and understanding between the District and Lessee concerning the subject matter hereof, replacing and superseding all prior agreements or discussions, whether written or oral. No term or condition of this Site Lease shall be modified or amended except by a writing executed by the District and Lessee.

This Site Lease entered into as of the day and year first written above.

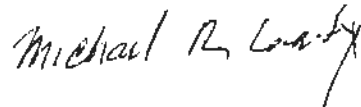
Gravenstein Union School District

GCCI, INC.

By: Jennifer Schwinn



By: Michael Gentry



Title: Superintendent

Title: President

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of Sonoma)

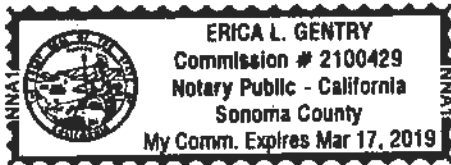
On June 26, 2018, before me, Erica L. Gentry, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Michael Raymond Gentry
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Erica L. Gentry
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Corporate Officer -- Title(s): _____

Partner -- Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

Signer's Name: _____

Corporate Officer -- Title(s): _____

Partner -- Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

CRIMINAL BACKGROUND INVESTIGATION / FINGERPRINTING CERTIFICATION

This Certification pertains to the **Hillcrest Middle School Improvements Project** ("Project") between the **Gravenstein Union School District** (the "District" or the "Owner") and **GCCI, INC.** (the "Contractor").

The undersigned does hereby certify to the Governing Board of the District that (1) he/she is a representative of the Contractor, (2) he/she has personal knowledge regarding the facts herein certified, (3) he/she is authorized and qualified to execute this certificate on behalf of Contractor; and (4) that the following is true and correct:

1. Education Code. Contractor has taken at least one of the following actions with respect to the Project (check all that apply):

The Contractor has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all of Contractor's employees and all of its subcontractors' employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and the California Department of Justice has determined that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. A complete and accurate list of Contractor's employees and of all of its subcontractors' employees who may come in contact with District pupils during the course and scope of the Contract is attached hereto; and/or

Pursuant to Education Code section 45125.2, the Contractor has installed or will install, prior to commencement of any work, a physical barrier at the Project site, as approved in writing by the District, that will limit contact between Contractor's and subcontractors' employees and District pupils at all times; and/or

Pursuant to Education Code section 45125.2, the Contractor certifies that all Contractor and subcontractor employees will be under the continual supervision of, and monitored by, an employee of the Contractor who the California Department of Justice has ascertained has not been convicted of a violent or serious felony. The name and title of the employee who will be supervising Contractor's employees and its subcontractors' employees is:

Name:

Title:

The Work on the Contract is at an unoccupied school site and no Contractor employee and/or subcontractor employee or supplier of any tier of Contract shall come in contact with the District pupils.

2. Megan's Law (Sex Offenders). I have verified and will continue to verify that the employees of Contractor and any subcontractor who will be on the Project site and the employees of the Subcontractor(s) that will be on the Project site are **not** listed on California's "Megan's Law" Website (<http://www.meganslaw.ca.gov/>).

Note: The Contractor's responsibility for background clearance extends to all of its employees, subcontractors, and employees of subcontractors coming into contact with District pupils regardless of whether they are designated as employees, subcontractors or acting as independent contractors of the Contractor.

I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date:

6-13-18

Name of Contactor:

GCCI INC.

Signature:

Shari Gentry

Print Name:

Shari Gentry

**Gravenstein Union School District
Hillcrest Middle School Improvements**

LEASE LEASEBACK GENERAL CONDITIONS

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1. DEFINITIONS

Addendum: A written change or revision to the Contract Documents duly approved by the parties and, if necessary, approved by DSA.

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 in California which has been designated to provide architectural or engineering design services on this Project.

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

As Selected: As selected by the District or its representative, unless otherwise indicated 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 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.

3. CONTRACT DOCUMENTS

a. Contents and Precedence

The Contract Documents consist of the executed Lease Leaseback Agreement and all Addenda, these General Conditions, all approved change orders, the required Bonds and the Insurance documents, the Notice to Proceed, any Supplemental Conditions, the Technical Specifications, the Drawings, the Site Lease and the Facilities Lease. 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 District and the Architect for appropriate action before signing the Contract. The 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 Contract. 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.

- 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 promptly notify each prospective Subcontractor of all portions of the Contract Documents, including the General Conditions, Supplemental 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 and in accordance with best practices.
- 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 inspector 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 who is acceptable. 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 list 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. Prior to commencing any work, 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 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 Contract, using the forms provided by the District, may result in cancellation of the award of Contract.
- 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 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. 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 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. \$1,000,000.00 combined single limit personal injury and property damage for each occurrence and \$2,000,000.00 annual aggregate with a \$5,000,000.00 umbrella/excess; or
 - b. \$ 2,000,000.00 annual combined single limit.
 - 2) Builders Risk Insurance:

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

 x 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 \$1,000,000 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 Gravenstein Union School 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 contract price. 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. Not applicable, 05/24/18, per SCLS; The supplemental general conditions are only issued if they are necessary and are usually done through the specs or an addendum.

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 approval of the Contract by the District, the Contractor shall prepare and submit to the 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 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 of 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. 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 may also be assessed liquidated damages for failure to meet milestones specified in the Contract Documents, regardless of impact on overall Project completion. 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. It is expressly stipulated and agreed by Contractor and District that it would be impractical and extremely difficult to fix the actual amount of damages.
- b. Any money due or to become due the Contractor may be retained to cover liquidated damages. Should such money not be sufficient to cover the liquidated 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 damages as set forth in this section.
- d. The assessment of Liquidated Damages does not otherwise limit the right of the Owner to claim a loss or damages incurred by the Owner for reasons other than delay (e.g. damages due to defective work).

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. Suspension for Convenience:

The District reserves the right, in its sole discretion, to suspend all or part of the Contract for convenience following three (3) days written notice to the Contractor. In the event of 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 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 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 5% percent of the approved estimate. 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 for the Work:

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'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.

- (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 contract price 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) year from the date of Final 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 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 award of the contract.
- 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 as part of the lease leaseback proposal for the project. No substitutions will be considered after the award of the contract unless compelling circumstances are presented (e.g. items are unavailable).
- 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 salvageability 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 nonhazardous 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 nonhazardous 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.

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 Article 1.5 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 *(Applies to K-12 districts only.)*

In accordance with Education Code section 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 disabled veteran business enterprises in conjunction with the contract, so that the District can assess its success at meeting this goal.

52. RETENTION OF DVBE RECORDS *(Applies to K-12 districts only.)*

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 Owner with any relevant information requested and shall permit the State or Owner 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.

- 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. Other Conditions

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. This section left blank.

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--

HILLCREST SCHOOL IMPROVEMENTS

June 5, 2018

| | SECTION DESCRIPTION | SUBCONTRACTOR |
|---|---|---|
| 03-1000 03-2000 03-3000 32-1313 | <p>CONCRETE FORMING AND ACC. CONCRETE REINFORCING CAST-IN-PLACE CONCRETE CONCRETE PAVING</p> <p><u>Gary Dahl</u> garydahl@devincenzi.biz</p> | <p>DEVINCENZI CONCRETE CONST. 3276 Dutton Avenue Santa Rosa CA 95407</p> <p>Phone 1 (707) 546-3113 Fax 1 (707) 525-8532</p> |
| 05-5213 | <p>PIPE AND TUBE RAILING</p> <p><u>Sam Borland</u> windsorfab@gmail.com 707-570-9082 Cell</p> | <p>WINDSOR FABRICATION PO Box 974 Windsor CA 95492</p> <p>Phone 1 (707) 570-9806</p> |
| 09-5100 | <p>ACOUSTICAL CEILING</p> <p><u>Conan White</u> conan@highpointacoustic.com</p> | <p>HIGHPOINT ACOUSTICAL PO Box 6577 Santa Rosa CA 95406</p> <p>Phone 1 (707) 490-7111</p> |
| 26-0600 26-0800 26-2400 26-2700 | <p>BASIC ELECTRICAL REQUIREMENTS TESTING SERVICE AND DISTRIBUTION SYSTEMS BASIC ELECTRICAL MATERIALS AND METHODS</p> <p><u>Erik Nordby</u> erik@madisonelectric-inc.com</p> | <p>MADISON ELECTRIC PO Box 6047 Santa Rosa CA 95406</p> <p>Phone 1 (707) 579-5257 Fax 1 (707) 579-3257</p> |
| 26-2700 31-1000 31-2200 31-2316 33-4600 | <p>BASIC ELECTRICAL MATERIALS AND METHODS SITE CLEARING GRADING EXCAVATION SUBDRAINAGE</p> <p><u>Dave Voorhis</u> dave@wrforde.net</p> | <p>W.R. FORDE ASSOCIATES, INC. 984 Hensley Street Richmond CA 94801</p> <p>Phone 1 (510) 215-9338 Fax 1 (510) 215-9867</p> |

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| | | |
|----------------|--|---|
| No Spec | FENCING Robert Ingham <u>jacobsonfenceinc@gmail.com</u> | JACOBSON FENCE PO Box 6025 Santa Rosa CA 95406 Phone 1 (707) 544-8475 Fax 1 (707) 544-8477 |
| 32-0000 | STAIR NOSINGS Chris Norris <u>christopher.norris@blackwood-dle.com</u> | DLE MANUFACTURING 1735 Enterprise Drive Suite 101 Fairfield CA 94533 Phone 1 (707) 422-7481 Fax 1 (707) 422-7685 |
| | | |

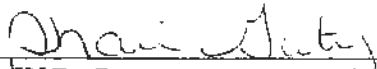
WORKERS' COMPENSATION CERTIFICATE

Labor Code §3700 in relevant part provides:

"Every employer except the State shall secure the payment of compensation in one or more of the following ways:

- (a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this State.
- (b) By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees."

I am aware of the provisions of §3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this Contract and will require all Subcontractors to do the same.



GCCl, INC., Contractor

By: TREASURER

In accordance with Article 5 (commencing at §1860), Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under this Contract.

BOND NO. 106903405
PREMIUM: \$16,651.00

PERFORMANCE BOND

WHEREAS, the Gravenstein Union School District ("District"), has awarded to GCCI, INC. Construction Inc. ("Principal"), the Contract for performance of the following project ("Project"): the Hillcrest Middle School Improvements Project.

WHEREAS, the Principal is required under the terms of the Contract to furnish a bond to the District as obligee ensuring its full and faithful performance of the Contract Documents, which are fully incorporated herein by this reference,

NOW, THEREFORE, we, the Principal and TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA as Surety, hereby guarantee the Principal's full, faithful and complete performance of the Contract Document requirements in the penal sum of ~~ONE MILLION FOUR HUNDRED SEVENTY-THREE THOUSAND SEVEN HUNDRED SEVENTY-EIGHT~~ Dollars (~~\$1,473,778.00~~) for the payment of which sum will and truly be made, we bind ourselves, our heirs, executors, administrators and successors, jointly, severally, and firmly by this agreement to perform or have performed all of the work and activities required to complete the Project pursuant to the Contract Documents and to pay to the District all damages the District incurs as a result of the Principal's failure to fully perform in accordance with the Contract Documents.

The condition of the obligation is such that if the Principal, its heirs, executors, administrators, successors or assigns shall in all things abide by, and well and truly keep and perform the covenants, conditions and agreements in the Contract Documents and any amendment thereof made as therein provided, on its or their parts to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall insure and indemnify and save harmless the District, its officers and agents, as therein stipulated, then this obligation shall become null and void. Otherwise, it shall be and remain in full force and effect.

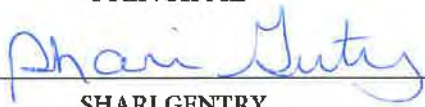
The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the Contract Documents shall in any way affect its obligations on this bond and it does hereby waive notice of any such change, extension of time, alteration or addition.

Principal and Surety further agree to pay all costs incurred by the District in connection with enforcement of this bond, including, but not limited to the District's reasonable attorney's fees and costs incurred, with or without suit, in addition to any other sum required by this bond. Surety further agrees that death, dissolution, or bankruptcy of the Principal shall not relieve the Surety of its obligations hereunder.

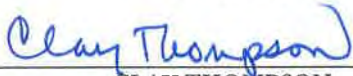
ONE (1) ORIGINAL

In witness whereof, ~~five (5) identical~~ counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety on the 19 day of JUNE, 2018.

*To be signed by
Principal and Surety
and acknowledgment
and notarial seal to
be attached.*

GCCI, INC.
PRINCIPAL
By: 
SHARI GENTRY
TITLE TREASURER

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
SURETY

By: 
CLAY THOMPSON
TITLE ATTORNEY-IN-FACT

The above bond is accepted and approved this _____ day of _____, 2018.

By: _____
Authorized District Signature

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

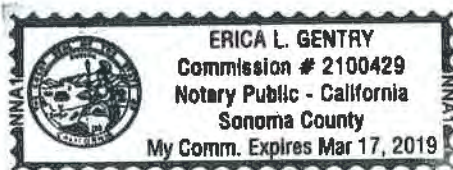
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Sonoma)
On June 20, 2019, before me, Erica L. Gentry, Notary Public,
Date Here Insert Name and Title of the Officer
personally appeared Shari Lynne Gentry
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Erica L. Gentry
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Corporate Officer -- Title(s): _____

Partner -- Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

Signer's Name: _____

Corporate Officer -- Title(s): _____

Partner -- Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

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CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1169

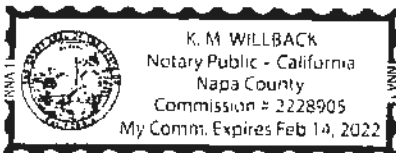
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of NAPA)
On JUNE 19, 2018 before me, K. M. WILLBACK, NOTARY PUBLIC
Date Here Insert Name and Title of the Officer
personally appeared CLAY THOMPSON
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature K M Willback
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

PAYMENT BOND

WHEREAS, the Gravenstein Union School District ("District") and the Contractor, GCCL, INC. ("Principal") have entered into a contract ("Contract") for the furnishing of all materials, labor, services, equipment, tools, supervision and transportation necessary, convenient and proper for the Hillcrest Middle School Improvements Project ("Project") which Contract dated June 8, 2018, and all of the Contract Documents made part thereof are fully incorporated herein by this reference; and

WHEREAS, Contractor/Principal is required by Division 4, Part 6, Title 3, Chapter 5 (commencing at Section 9550) of the California Civil Code to furnish a bond in connection with the contract;

NOW, THEREFORE, we, the Contractor/Principal and TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA as Surety, are held firmly bound unto Owner in the penal sum of \$ * _____ Dollars (\$1,473,778.00), lawful money of the United States of America for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

* ONE MILLION FOUR HUNDRED SEVENTY-THREE THOUSAND SEVEN HUNDRED SEVENTY-EIGHT...

THE CONDITION OF THIS OBLIGATION IS SUCH that if the Contractor/Principal, his/her or its heirs, executors, administrators, successors, or assigns, or a subcontractor, shall fail to pay any person or persons named in Civil Code Section 9100 or fail to pay for any materials or other supplies used in, upon, for, or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Code with respect to work or labor thereon of any kind, or shall fail to deduct, withhold, and pay over to the Employment Development Department any amounts required to be deducted, withheld, and paid over by Section 13020 of the Unemployment Insurance Code with respect to work and labor thereon of any kind, then said Surety will pay for the same, in or to an amount not exceeding the amount set forth above, and in case suit is brought upon this bond Surety will also pay such reasonable attorney's fees as shall be fixed by the court, awarded and taxed as provided in Division 4, Part 6, Title 3, Chapter 5 (commencing at Section 9550) of the California Civil Code.

This bond shall inure to the benefit of any of the persons named in Section 9100 of the California Civil Code so as to give a right of action to such person or their assigns in any suit brought upon this bond.

It is further stipulated and agreed that the Surety of this bond shall not be exonerated or released from the obligation of the bond by any change, extension of time for performance, addition, alteration, or modification in, to, or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement described above or pertaining or relating to the furnishing of labor, materials, or equipment therefor, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement described above, nor by any rescission or attempted rescission of the contract, agreement, or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the bond, and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given, and under no circumstances shall Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the Owner and original contractor or on the part of any obligee named in such

bond, but the sole conditions of recovery shall be that claimant is a person described in Section 8400 and 8402 of the California Civil Code and has not been paid the full amount of his/her or its claim and that Surety does hereby waive notice of any such change, extension of time, addition, alteration, or modification.

In witness whereof, this instrument has been duly executed by the Principal and Surety this
19 day of JUNE, 2018.

*To be signed by
Principal and Surety
and acknowledgment
and notarial seal to
be attached.*

GCCI, INC.

PRINCIPAL

By:



SHARI GENTRY

TREASURER

Title

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

SURETY

By:



CLAY THOMPSON

ATTORNEY-IN-FACT

Title

The above bond is accepted and approved this _____ day of _____, 2018.

By: _____

Authorized District Signature

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Sonoma)
On June 20, 2019 before me, Erica L. Gentry, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Shari Lynne Gentry
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Erica L. Gentry
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____ Signer's Name: _____
 Corporate Officer — Title(s): _____ Corporate Officer — Title(s): _____
 Partner — Limited General Partner — Limited General
 Individual Attorney in Fact Individual Attorney in Fact
 Trustee Guardian or Conservator Trustee Guardian or Conservator
 Other: _____ Other: _____
Signer is Representing: _____ Signer is Representing: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

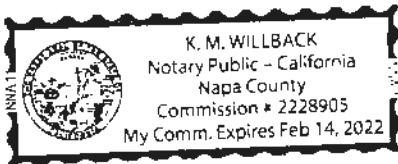
State of California)
County of NAPA)

On JUNE 19, 2018 before me, K. M. WILLBACK, NOTARY PUBLIC
Date Here Insert Name and Title of the Officer
personally appeared CLAY THOMPSON
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature *KM Willback*
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____



**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Clay Thompson, of Napa, California**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 3rd day of **February, 2017**.



State of Connecticut

City of Hartford ss.

By
Robert L. Raney, Senior Vice President

On this the 3rd day of **February, 2017**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the 30th day of **June, 2021**



Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 19 day of JUNE 2018



Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.**

35

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO COVERAGE ENHANCEMENT ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage afforded by this endorsement, the provisions of the policy apply unless modified by the endorsement.

COVERAGE INDEX

| <u>SUBJECT</u> | <u>PROVISION NUMBER</u> |
|--|-------------------------|
| ADDITIONAL INSURED BY CONTRACT, AGREEMENT OR PERMIT | 3 |
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| AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS | 19 |
| AMENDED FELLOW EMPLOYEE EXCLUSION | 5 |
| AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT COVERAGE | 13 |
| BROAD FORM INSURED | 1 |
| BODILY INJURY REDEFINED | 22 |
| EMPLOYEES AS INSUREDS (including employee hired auto) | 2 |
| EXTENDED CANCELLATION CONDITION | 23 |
| EXTRA EXPENSE - BROADENED COVERAGE | 10 |
| GLASS REPAIR - WAIVER OF DEDUCTIBLE | 15 |
| HIRED AUTO PHYSICAL DAMAGE (including employee hired auto and loss of use) | 6 |
| HIRED AUTO COVERAGE TERRITORY | 20 |
| LOAN / LEASE GAP | 14 |
| PARKED AUTO COLLISION COVERAGE (WAIVER OF DEDUCTIBLE) | 16 |
| PERSONAL EFFECTS COVERAGE | 11 |
| PHYSICAL DAMAGE - ADDITIONAL TRANSPORTATION EXPENSE COVERAGE | 8 |
| RENTAL REIMBURSEMENT | 9 |
| SUPPLEMENTARY PAYMENTS | 4 |
| TOWING AND LABOR | 7 |
| TWO OR MORE DEDUCTIBLES | 17 |
| UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS | 18 |
| WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US | 20 |

SECTION II - LIABILITY COVERAGE is amended as follows:

1. BROAD FORM INSURED

SECTION II - LIABILITY COVERAGE, paragraph A.1. - WHO IS AN INSURED is amended to include the following as an insured:

d. Any legally incorporated entity of which you own more than 50 percent of the voting stock during the policy period. However, "insured" does not include any organization that:

- (1) Is a partnership or joint venture; or
- (2) Is an insured under any other automobile policy; or
- (3) Has exhausted its Limit of Insurance under any other automobile policy.

Paragraph d. (2) of this provision does not apply to a policy written to apply specifically in excess of this policy.

e. Any organization you newly acquire or form, other than a partnership or joint venture, of which you own more than 50 percent of the voting stock. This automatic coverage is afforded only for 180 days from the date of acquisition or formation. However, coverage under this provision does not apply:

- (1) If there is similar insurance or a self-insured retention plan available to that organization;

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- (2) If the Limits of Insurance of any other insurance policy have been exhausted; or
- (3) To "bodily injury" or "property damage" that occurred before you acquired or formed the organization.

2. EMPLOYEES AS INSURED

SECTION II - LIABILITY COVERAGE, paragraph A.1. - WHO IS AN INSURED is amended to include the following as an insured:

- f. Any "employee" of yours while using a covered "auto" you do not own, hire or borrow, but only for acts within the scope of their employment by you. Insurance provided by this endorsement is excess over any other insurance available to any "employee".
- g. An "employee" of yours while operating an "auto" hired or borrowed under a written contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business and within the scope of their employment. Insurance provided by this endorsement is excess over any other insurance available to the "employee".

3. ADDITIONAL INSURED BY CONTRACT, AGREEMENT OR PERMIT

SECTION II - LIABILITY COVERAGE, paragraph A.1. - WHO IS AN INSURED is amended to include the following as an insured:

- h. Any person or organization with respect to the operation, maintenance or use of a covered "auto", provided that you and such person or organization have agreed in a written contract, agreement, or permit issued to you by governmental or public authority, to add such person, or organization, or governmental or public authority to this policy as an "insured".

However, such person or organization is an "insured":

- (1) Only with respect to the operation, maintenance or use of a covered "auto";
- (2) Only for "bodily injury" or "property damage" caused by an "accident" which takes place after you executed the written contract or agreement, or the permit has been issued to you; and
- (3) Only for the duration of that contract, agreement or permit

4. SUPPLEMENTARY PAYMENTS

SECTION II - LIABILITY COVERAGE, Coverage Extensions, 2.a. Supplementary Payments, paragraphs (2) and (4) are replaced by the following:

- (2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the insured at our request, including actual loss of earnings up to \$500 a day because of time off from work.

5. AMENDED FELLOW EMPLOYEE EXCLUSION

In those jurisdictions where, by law, fellow employees are not entitled to the protection afforded to the employer by the workers compensation exclusivity rule, or similar protection, the following provision is added:

SECTION II - LIABILITY, exclusion B.5. FELLOW EMPLOYEE does not apply if the "bodily injury" results from the use of a covered "auto" you own or hire.

SECTION III - PHYSICAL DAMAGE COVERAGE is amended as follows:

6. HIRED AUTO PHYSICAL DAMAGE

Paragraph A.4. Coverage Extensions of SECTION III - PHYSICAL DAMAGE COVERAGE, is amended by adding the following:

If hired "autos" are covered "autos" for Liability Coverage, and if Comprehensive, Specified Causes of Loss or Collision coverage are provided under the Business Auto Coverage Form for any "auto" you own, then the Physical Damage coverages provided are extended to "autos":

- a. You hire, rent or borrow; or



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- b. Your "employee" hires or rents under a written contract or agreement in that "employee's" name, but only if the damage occurs while the vehicle is being used in the conduct of your business,

subject to the following limit and deductible:

- A. The most we will pay for "loss" in any one "accident" or "loss" is the smallest of:
- (1) \$50,000; or
 - (2) The actual cash value of the damaged or stolen property as of the time of the "loss"; or
 - (3) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality, minus a deductible.
- B. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage.
- C. Subject to the limit, deductible and excess provisions described in this provision, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.
- D. Subject to a maximum of \$1,000 per "accident", we will also cover the actual loss of use of the hired "auto" if it results from an "accident", you are legally liable and the lessor incurs an actual financial loss.
- E. This coverage extension does not apply to:
- (1) Any "auto" that is hired, rented or borrowed with a driver; or
 - (2) Any "auto" that is hired, rented or borrowed from your "employee".

For the purposes of this provision, SECTION V - DEFINITIONS is amended by adding the following:

"Total loss" means a "loss" in which the cost of repairs plus the salvage value exceeds the actual cash value.

7. TOWING AND LABOR

SECTION III - PHYSICAL DAMAGE COVERAGE, paragraph A.2. Towing, is amended by the addition of the following:

We will pay towing and labor costs incurred, up to the limits shown below, each time a covered "auto" classified and rated as a private passenger type, "light truck" or "medium truck" is disabled:

- a. For private passenger type vehicles, we will pay up to \$50 per disablement.
- b. For "light trucks", we will pay up to \$50 per disablement. "Light trucks" are trucks that have a gross vehicle weight (GVW) of 10,000 pounds or less.
- c. For "medium trucks", we will pay up to \$150 per disablement. "Medium trucks" are trucks that have a gross vehicle weight (GVW) of 10,001 - 20,000 pounds.

However, the labor must be performed at the place of disablement.

8. PHYSICAL DAMAGE - ADDITIONAL TRANSPORTATION EXPENSE COVERAGE

Paragraph A.4.a., Coverage Extension of SECTION III - PHYSICAL DAMAGE COVERAGE, is amended to provide a limit of \$50 per day and a maximum limit of \$1,500

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9. RENTAL REIMBURSEMENT

SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE, is amended by adding the following:

- a. We will pay up to \$75 per day for rental reimbursement expenses incurred by you for the rental of an "auto" because of "accident" or "loss", to an "auto" for which we also pay a "loss" under Comprehensive, Specified Causes of Loss or Collision Coverages. We will pay only for those expenses incurred after the first 24 hours following the "accident" or "loss" to the covered "auto."
- b. Rental Reimbursement will be based on the rental of a comparable vehicle, which in many cases may be substantially less than \$75 per day, and will only be allowed for the period of time it should take to repair or replace the vehicle with reasonable speed and similar quality, up to a maximum of 30 days.
- c. We will also pay up to \$500 for reasonable and necessary expenses incurred by you to remove and replace your tools and equipment from the covered "auto".
- d. This coverage does not apply unless you have a business necessity that other "autos" available for your use and operation cannot fill.
- e. If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided under Paragraph 4. Coverage Extension.
- f. No deductible applies to this coverage.

For the purposes of this endorsement provision, materials and equipment do not include "personal effects" as defined in provision 11.

10. EXTRA EXPENSE - BROADENED COVERAGE

Under SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE, we will pay for the expense of returning a stolen covered "auto" to you. The maximum amount we will pay is \$1,000.

11. PERSONAL EFFECTS COVERAGE

A. SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE, is amended by adding the following:

If you have purchased Comprehensive Coverage on this policy for an "auto" you own and that "auto" is stolen, we will pay, without application of a deductible, up to \$600 for "personal effects" stolen with the "auto."

The insurance provided under this provision is excess over any other collectible insurance.

B. SECTION V - DEFINITIONS is amended by adding the following:

For the purposes of this provision, "personal effects" mean tangible property that is worn or carried by an insured." "Personal effects" does not include tools, equipment, jewelry, money or securities.

12. ACCIDENTAL AIRBAG DEPLOYMENT

SECTION III - PHYSICAL DAMAGE COVERAGE, B. EXCLUSIONS is amended by adding the following:

If you have purchased Comprehensive or Collision Coverage under this policy, the exclusion for "loss" relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

Any insurance we provide shall be excess over any other collectible insurance or reimbursement by manufacturer's warranty. However, we agree to pay any deductible applicable to the other coverage or warranty.

13. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT COVERAGE

SECTION III - PHYSICAL DAMAGE COVERAGE, B. EXCLUSIONS, exception paragraph a. to exclusions 4.c. and 4.d. is deleted and replaced with the following:



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Exclusion 4.c. and 4.d. do not apply to:

- a. Electronic equipment that receives or transmits audio, visual or data signals, whether or not designed solely for the reproduction of sound, if the equipment is permanently installed in the covered "auto" at the time of the "loss" and such equipment is designed to be solely operated by use of the power from the "auto's" electrical system, in or upon the covered "auto" and physical damage coverages are provided for the covered "auto"; or

If the "loss" occurs solely to audio, visual or data electronic equipment or accessories used with this equipment, then our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by a \$100 deductible.

14. LOAN / LEASE GAP COVERAGE

- A. Paragraph C., LIMIT OF INSURANCE of SECTION III - PHYSICAL DAMAGE COVERAGE is amended by adding the following:

The most we will pay for a "total loss" to a covered "auto" owned by or leased to you in any one "accident" is the greater of the:

1. Balance due under the terms of the loan or lease to which the damaged covered "auto" is subject at the time of the "loss" less the amount of:
 - a. Overdue payments and financial penalties associated with those payments as of the date of the "loss",
 - b. Financial penalties imposed under a lease due to high mileage, excessive use or abnormal wear and tear,
 - c. Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease,
 - d. Transfer or rollover balances from previous loans or leases,
 - e. Final payment due under a "Balloon Loan",
 - f. The dollar amount of any unrepaired damage which occurred prior to the "total loss" of a covered "auto",
 - g. Security deposits not refunded by a lessor,
 - h. All refunds payable or paid to you as a result of the early termination of a lease agreement or as a result of the early termination of any warranty or extended service agreement on a covered "auto",
 - i. Any amount representing taxes,
 - j. Loan or lease termination fees; or

2. The actual cash value of the damage or stolen property as of the time of the "loss".

An adjustment for depreciation and physical condition will be made in determining the actual cash value at the time of the "loss". This adjustment is not applicable in Texas.

- B. ADDITIONAL CONDITIONS

This coverage applies only to the original loan for which the covered "auto" that incurred the loss serves as collateral, or lease written on the covered "auto" that incurred the loss.

- C. SECTION V - DEFINITIONS is changed by adding the following:

As used in this endorsement provision, the following definitions apply:

"Total loss" means a "loss" in which the cost of repairs plus the salvage value exceeds the actual cash value.

A "balloon loan" is one with periodic payments that are insufficient to repay the balance over the term of the loan, thereby requiring a large final payment.

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15. GLASS REPAIR - WAIVER OF DEDUCTIBLE

Paragraph **D. Deductible** of SECTION III - PHYSICAL DAMAGE COVERAGE is amended by the addition of the following:

No deductible applies to glass damage if the glass is repaired rather than replaced.

16. PARKED AUTO COLLISION COVERAGE (WAIVER OF DEDUCTIBLE)

Paragraph **D. Deductible** of SECTION III - PHYSICAL DAMAGE COVERAGE is amended by the addition of the following:

The deductible does not apply to "loss" caused by collision to such covered "auto" of the private passenger type or light weight truck with a gross vehicle weight of 10,000 lbs. or less as defined by the manufacturer as maximum loaded weight the "auto" is designed to carry while it is:

- a. In the charge of an "insured";
- b. Legally parked; and
- c. Unoccupied.

The "loss" must be reported to the police authorities within 24 hours of known damage.

The total amount of the damage to the covered "auto" must exceed the deductible shown in the Declarations.

This provision does not apply to any "loss" if the covered "auto" is in the charge of any person or organization engaged in the automobile business.

17. TWO OR MORE DEDUCTIBLES

Under SECTION III PHYSICAL DAMAGE COVERAGE, if two or more company policies or coverage forms apply to the same accident, the following applies to paragraph D. Deductible:

- a. If the applicable Business Auto deductible is the smaller (or smallest) deductible it will be waived; or
- b. If the applicable Business Auto deductible is not the smaller (or smallest) deductible it will be reduced by the amount of the smaller (or smallest) deductible; or
- c. If the loss involves two or more Business Auto coverage forms or policies the smaller (or smallest) deductible will be waived.

For the purpose of this endorsement company means any company that is part of the Liberty Mutual Group.

SECTION IV - BUSINESS AUTO CONDITIONS is amended as follows:

18. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

SECTION IV- BUSINESS AUTO CONDITIONS, Paragraph **B.2.** is amended by adding the following:

If you unintentionally fail to disclose any hazards, exposures or material facts existing as of the inception date or renewal date of the Business Auto Coverage Form, the coverage afforded by this policy will not be prejudiced.

However, you must report the undisclosed hazard of exposure as soon as practicable after its discovery, and we have the right to collect additional premium for any such hazard or exposure.

19. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT, OR LOSS

SECTION IV - BUSINESS AUTO CONDITIONS, paragraph **A.2.a.** is replaced in its entirety by the following:

- a. In the event of "accident", claim, "suit" or "loss", you must promptly notify us when it is known to:
 - 1. You, if you are an individual;
 - 2. A partner, if you are a partnership;
 - 3. Member, if you are a limited liability company;
 - 4. An executive officer or the "employee" designated by the Named Insured to give such notice, if you are a corporation.



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To the extent possible, notice to us should include:

- (1) How, when and where the "accident" or "loss" took place;
- (2) The "insureds" name and address; and
- (3) The names and addresses of any injured persons and witnesses.

20. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

SECTION IV - BUSINESS AUTO CONDITIONS, paragraph A.5., Transfer of Rights of Recovery Against Others to Us, is amended by the addition of the following:

If the person or organization has waived those rights before an "accident" or "loss", our rights are waived also.

21. HIRED AUTO COVERAGE TERRITORY

SECTION IV - BUSINESS AUTO CONDITIONS, paragraph B.7., Policy Period, Coverage Territory, is amended by the addition of the following:

- f. For "autos" hired 30 days or less, the coverage territory is anywhere in the world, provided that the insured's responsibility to pay for damages is determined in a "suit", on the merits, in the United States, the territories and possessions of the United States of America, Puerto Rico or Canada or in a settlement we agree to.

This extension of coverage does not apply to an "auto" hired, leased, rented or borrowed with a driver.

SECTION V - DEFINITIONS is amended as follows:

22. BODILY INJURY REDEFINED

Under SECTION V - DEFINITIONS, definition C. is replaced by the following:

"Bodily injury" means physical injury, sickness or disease sustained by a person, including mental anguish, mental injury, shock, fright or death resulting from any of these at any time.

COMMON POLICY CONDITIONS

23. EXTENDED CANCELLATION CONDITION

COMMON POLICY CONDITIONS, paragraph A. - CANCELLATION condition applies except as follows:

If we cancel for any reason other than nonpayment of premium, we will mail to the first Named Insured written notice of cancellation at least 60 days before the effective date of cancellation. This provision does not apply in those states which require more than 60 days prior notice of cancellation.

4. Loss Payment – Physical Damage Coverages

At our option, we may:

- a. Pay for, repair or replace damaged or stolen property;
- b. Return the stolen property, at our expense. We will pay for any damage that results to the "auto" from the theft; or
- c. Take all or any part of the damaged or stolen property at an agreed or appraised value.

If we pay for the "loss", our payment will include the applicable sales tax for the damaged or stolen property.

5. Transfer Of Rights Of Recovery Against Others To Us

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them.

B. General Conditions**1. Bankruptcy**

Bankruptcy or insolvency of the "insured" or the "insured's" estate will not relieve us of any obligations under this Coverage Form.

2. Concealment, Misrepresentation Or Fraud

This Coverage Form is void in any case of fraud by you at any time as it relates to this Coverage Form. It is also void if you or any other "insured", at any time, intentionally conceals or misrepresents a material fact concerning:

- a. This Coverage Form;
- b. The covered "auto";
- c. Your interest in the covered "auto"; or
- d. A claim under this Coverage Form.

3. Liberalization

If we revise this Coverage Form to provide more coverage without additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

4. No Benefit To Bailee – Physical Damage Coverages

We will not recognize any assignment or grant any coverage for the benefit of any per-

son or organization holding, storing or transporting property for a fee regardless of any other provision of this Coverage Form.

5. Other Insurance

a. For any covered "auto" you own, this Coverage Form provides primary insurance. For any covered "auto" you don't own, the insurance provided by this Coverage Form is excess over any other collectible insurance. However, while a covered "auto" which is a "trailer" is connected to another vehicle, the Covered Autos Liability Coverage this Coverage Form provides for the "trailer" is:

- (1) Excess while it is connected to a motor vehicle you do not own; or
- (2) Primary while it is connected to a covered "auto" you own.

b. For Hired Auto Physical Damage Coverage, any covered "auto" you lease, hire, rent or borrow is deemed to be a covered "auto" you own. However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

c. Regardless of the provisions of Paragraph a. above, this Coverage Form's Covered Autos Liability Coverage is primary for any liability assumed under an "insured contract".

d. When this Coverage Form and any other Coverage Form or policy covers on the same basis, either excess or primary, we will pay only our share. Our share is the proportion that the Limit of Insurance of our Coverage Form bears to the total of the limits of all the Coverage Forms and policies covering on the same basis.

6. Premium Audit

a. The estimated premium for this Coverage Form is based on the exposures you told us you would have when this policy began. We will compute the final premium due when we determine your actual exposures. The estimated total premium will be credited against the final premium due and the first Named Insured will be billed for the balance, if any. The due date for the final premium or retrospective premium is the date shown as the due date on the bill. If the estimated total premium exceeds the final premium due, the first Named Insured will get a refund.

POLICY NUMBER: GLP2068942

GAC 3649CG
(Ed. 11 06)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY NON-CONTRIBUTORY INSURANCE ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE FORM

This insurance is primary to any other insurance held by third parties with respect to work performed by you under written contractual agreements with such third parties and any other insurance which may be available to such third parties shall be non-contributory.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

Schedule

| |
|---|
| Name of Person or Organization: |
| Any person or organization for whom or on whose behalf "you" are performing operations when "you" and such person or organization have agreed in writing in a contract or agreement to waive any right of recovery "we" may have against such person or organization. |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. |

The following is added to paragraph 8. **Transfer of Rights of Recovery Against Others to Us** of **SECTION IV - CONDITIONS**:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard." This waiver applies only to the person or organization shown in the Schedule above.

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POLICY NUMBER: GLP2068942

CG 20 33
(Ed. 07 04)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. SECTION II - WHO IS AN INSURED is amended to include as an Additional Insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an Additional Insured on your policy. Such person or organization is an Additional Insured only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. your acts or omissions; or
2. the acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the Additional Insured.

A person's or organization's status as an Additional Insured under this endorsement ends when your operations for that Additional Insured are completed.

B. With respect to the insurance afforded to these Additional Insureds, the following additional exclusions apply:

This insurance does not apply to:

1. "Bodily injury," "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - a. the preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - b. supervisory, inspection, architectural or engineering activities.
2. "Bodily injury," or "property damage" occurring after:
 - a. all work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the Additional Insured(s) at the location of the covered operations has been completed; or
 - b. that portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Schedule

**Name of Additional Insured Person(s) or
Organization(s):**

Location and Description of Completed Operations:

Any person or organization that "you" and such person or organization have agreed in writing in a contract that such person or organization be added as an additional insured on "your" policy, but only for "your work" performed during this policy period.

"Your work" performed during this policy period.

Additional Premium: Included

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

SECTION II - WHO IS AN INSURED is amended to include as an Additional Insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that Additional Insured and included in the "products-completed operations hazard."



ENDORSEMENT AGREEMENT
WAIVER OF SUBROGATION
BLANKET BASIS

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REP B5
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PAGE 1 OF 1

HOME OFFICE
SAN FRANCISCO

EFFECTIVE OCTOBER 1, 2017 AT 12.01 A.M.
AND EXPIRING OCTOBER 1, 2018 AT 12.01 A.M.

ALL EFFECTIVE DATES ARE
AT 12:01 AM PACIFIC
STANDARD TIME OR THE
TIME INDICATED AT
PACIFIC STANDARD TIME

GCCI INC.
3640 AIRWAY DR
SANTA ROSA, CA 95403

WE HAVE THE RIGHT TO RECOVER OUR PAYMENTS FROM ANYONE
LIABLE FOR AN INJURY COVERED BY THIS POLICY. WE WILL
NOT ENFORCE OUR RIGHT AGAINST THE PERSON OR
ORGANIZATION NAMED IN THE SCHEDULE.

THIS AGREEMENT APPLIES ONLY TO THE EXTENT THAT YOU
PERFORM WORK UNDER A WRITTEN CONTRACT THAT REQUIRES YOU
TO OBTAIN THIS AGREEMENT FROM US.

THE ADDITIONAL PREMIUM FOR THIS ENDORSEMENT SHALL BE
2.00% OF THE TOTAL POLICY PREMIUM.

SCHEDULE

| <u>PERSON OR ORGANIZATION</u> | <u>JOB DESCRIPTION</u> |
|---|----------------------------------|
| ANY PERSON OR ORGANIZATION FOR WHOM THE NAMED INSURED HAS AGREED BY WRITTEN CONTRACT TO FURNISH THIS WAIVER | BLANKET WAIVER OF SUBROGATION |

NOTHING IN THIS ENDORSEMENT CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE
OR EXTEND ANY OF THE TERMS, CONDITIONS, AGREEMENTS, OR LIMITATIONS OF THIS
POLICY OTHER THAN AS STATED. NOTHING ELSEWHERE IN THIS POLICY SHALL BE
HELD TO VARY, ALTER, WAIVE OR LIMIT THE TERMS, CONDITIONS, AGREEMENTS OR
LIMITATIONS OF THIS ENDORSEMENT.

COUNTERSIGNED AND ISSUED AT SAN FRANCISCO: SEPTEMBER 26, 2017

AUTHORIZED REPRESENTATIVE

PRESIDENT AND CEO

GCCI, INC.

P.O. Box 11039

Santa Rosa, CA 95406-1039

(707) 545-2134 Fax (707) 545-2156

INVOICE #: SOV

INVOICE DATE: 06/23/18

PERIOD TO:

APPLICATION #:

CONTRACT DATE: 06/08/18

DUE DATE: 07/23/18

BILL TO: GUSD

Gravenstein Union School Dist.

3840 Twig Ave.

Sebastopol, CA 95472

JOB: HMS618

Hillcrest Middle School

725 Bloomfield Road

Sebastopol, CA 95472

<<<< This Application >>>>

| CODE | DESCRIPTION | SCHEDULED VALUE | PREVIOUS APPLICATIONS | CURRENT COMPLETED | STORED MATERIALS | TOTAL COMPLETED | % COMPL | BALANCE TO FINISH | RETAINAGE |
|--------|----------------------|--------------------|--------------------------|----------------------|---------------------|--------------------|------------|----------------------|-----------|
| 010000 | Contingency | 133,982.00 | | | | | 0.0 | 133,982.00 | |
| 010002 | Bonds | 15,670.00 | | | | | 0.0 | 15,670.00 | |
| 010003 | All Risk | 5,224.00 | | | | | 0.0 | 5,224.00 | |
| 010004 | General Liability | 13,056.00 | | | | | 0.0 | 13,056.00 | |
| 011400 | Supervision/GC | 44,440.00 | | | | | 0.0 | 44,440.00 | |
| 011500 | Fee | 73,916.00 | | | | | 0.0 | 73,916.00 | |
| 012000 | Encroachment Permit | 2,000.00 | | | | | 0.0 | 2,000.00 | |
| 013000 | Surveying | 6,000.00 | | | | | 0.0 | 6,000.00 | |
| 024100 | Demolition | 27,670.00 | | | | | 0.0 | 27,670.00 | |
| 024101 | Remove Header Boards | 840.00 | | | | | 0.0 | 840.00 | |
| 024102 | Demo Exterior Fence | 1,160.00 | | | | | 0.0 | 1,160.00 | |
| 024103 | Power Pole | 1,200.00 | | | | | 0.0 | 1,200.00 | |
| 024104 | Site Bench | 470.00 | | | | | 0.0 | 470.00 | |
| 024105 | Site Concrete | 5,000.00 | | | | | 0.0 | 5,000.00 | |
| 033000 | Concrete | 323,548.00 | | | | | 0.0 | 323,548.00 | |
| 033001 | Paving,Ramps & Steps | 40,000.00 | | | | | 0.0 | 40,000.00 | |
| 033002 | MSB Pad | 2,500.00 | | | | | 0.0 | 2,500.00 | |
| 055213 | Pipe & Tube Railing | 170,000.00 | | | | | 0.0 | 170,000.00 | |
| 061000 | Rough Carpentry | 3,500.00 | | | | | 0.0 | 3,500.00 | |
| 061001 | Fencing | 13,867.00 | | | | | 0.0 | 13,867.00 | |
| 061002 | Fencing Repairs | 1,155.00 | | | | | 0.0 | 1,155.00 | |
| 079200 | Joint Sealants | 5,740.00 | | | | | 0.0 | 5,740.00 | |
| 079201 | Waterproof @ R Wall | 30,000.00 | | | | | 0.0 | 30,000.00 | |
| 079202 | Roof Patch | 1,000.00 | | | | | 0.0 | 1,000.00 | |
| 095100 | Acoustical Ceiling | 18,900.00 | | | | | 0.0 | 18,900.00 | |
| 099000 | Paintings & Coatings | 620.00 | | | | | 0.0 | 620.00 | |
| 260500 | Basic Electrical | 280,000.00 | | | | | 0.0 | 280,000.00 | |
| 260501 | Electrical Revisions | 10,000.00 | | | | | 0.0 | 10,000.00 | |
| 262400 | Rooftop Conduit Demo | 580.00 | | | | | 0.0 | 580.00 | |
| 262401 | Core Drilling | 750.00 | | | | | 0.0 | 750.00 | |
| 262700 | Electrical Trenching | 65,700.00 | | | | | 0.0 | 65,700.00 | |
| 312200 | Grading | 134,600.00 | | | | | 0.0 | 134,600.00 | |
| 312201 | Temporary Access | 5,055.00 | | | | | 0.0 | 5,055.00 | |
| 312202 | Seeding/Hydroseeding | 13,000.00 | | | | | 0.0 | 13,000.00 | |
| 312203 | Protect Field Drains | 570.00 | | | | | 0.0 | 570.00 | |
| 312204 | Protect Playboxes | 750.00 | | | | | 0.0 | 750.00 | |
| 312205 | Temporary Water | 2,500.00 | | | | | 0.0 | 2,500.00 | |

GCCI, INC.
P.O. Box 11039
Santa Rosa, CA 95406-1039
(707) 545-2134 Fax (707) 545-2156

INVOICE #: SOV
INVOICE DATE: 06/23/18
PERIOD TO:
APPLICATION #:
CONTRACT DATE: 06/08/18
DUE DATE: 07/23/18
PAGE: 2

BILL TO: GUSD

Gravenstein Union School Dist.
 3840 Twig Ave.
 Sebastopol, CA 95472

JOB: HMS618

Hillcrest Middle School
 725 Bloomfield Road
 Sebastopol, CA 95472

<<< This Application >>>

| CODE | DESCRIPTION | SCHEDULED VALUE | PREVIOUS APPLICATIONS | CURRENT COMPLETED | STORED MATERIALS | TOTAL COMPLETED | % COMPL | BALANCE TO FINISH | RETAINAGE |
|----------------|-------------------|--------------------|-----------------------|-------------------|------------------|-----------------|------------|--------------------|-------------|
| 312316 | Spoils Removal | 9,360.00 | | | | | 0.0 | 9,360.00 | |
| 312317 | Erosion Control | 3,500.00 | | | | | 0.0 | 3,500.00 | |
| 320000 | Stair Noisings | 975.00 | | | | | 0.0 | 975.00 | |
| 320001 | Walkway Patch | 3,500.00 | | | | | 0.0 | 3,500.00 | |
| 320002 | Pavement Markings | 690.00 | | | | | 0.0 | 690.00 | |
| 320003 | Path of Travel | 790.00 | | | | | 0.0 | 790.00 | |
| TOTALS: | | 1473,778.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0 | 1473,778.00 | 0.00 |

| | | | |
|---------------------------|------|--|--------------|
| PREVIOUS RETAINAGE.....\$ | 0.00 | ORIGINAL CONTRACT SUM.....\$ | 1,473,778.00 |
| CURRENT BILLING.....\$ | 0.00 | CHANGE BY CHANGE ORDER.....\$ | 0.00 |
| NEW RETAINAGE.....\$ | 0.00 | CONTRACT SUM TO DATE.....\$ | 1,473,778.00 |
| | | TOTAL COMPLETED & STORED TO DATE.....\$ | 0.00 |
| | | TOTAL RETAINAGE.....\$ | 0.00 |
| | | TOTAL EARNED LESS RETAINAGE.....\$ | 0.00 |
| | | LESS PREVIOUS CERTIFICATES FOR PAYMENT..\$ | 0.00 |
| | | CURRENT PAYMENT DUE.....\$ | 0.00 |

CONTRACTOR: _____ DATE: _____

ARCHITECT: _____ DATE: _____

Thank you for your business!

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CONTRACTOR ESCROW AGREEMENT SET-UP SHEET

CONTRACTOR NAME: GCCI, Inc.
CONTRACTOR PHYSICAL ADDRESS: 3640 Airway Drive Santa Rosa, CA 95403
CONTRACTOR MAILING ADDRESS: Same
TAX ID NO.: 68-0393124 PHONE NO.: (707)545.2134 FAX NO.: (707) 545.2156
CONTACT PERSON: Shari Gentry EMAIL: shari@gcciinc.com
CONTRACTOR SIGNER NAME: Shari Gentry TITLE: Treasurer
PROJECT OWNER NAME: Gravenstein Union School District
OWNER ADDRESS: 3840 Twig Ave Sebastopol CA 95472
OWNER CONTACT NAME: Jennifer Schwin
CONTACT PHONE NO.: 707 823 7008 EMAIL: jschwin@graw.k12.ca.us
PROJECT NAME/NO.: Hillcrest middle school improvements
CONTRACTOR PROJECT NO.: Hm5618 CONTRACT DATE: 6-8-18
CONTRACT AMOUNT: \$ 1,473,778

IF YOUR BID PACKAGE OR CONTRACT PACKAGE INCLUDED AN ESCROW AGREEMENT FORM PLEASE FORWARD TO US AN UNSIGNED/BLANK FOR WHICH WE WILL COMPLETE.

IF YOU HAVE ANY QUESTIONS OR NEED ASSISTANCE PLEASE CONTACT:

- Nancy Holder at (916) 648-3481 - Nancy.Holder@bannerbank.com
Leslie Buhl at (818) 426-3983 - Leslie.Buhl@bannerbank.com
Christi Moore at (916) 769-4361 - Christi.Moore@bannerbank.com



1750 Howe Ave. • Sacramento, CA 95825-3368
bannerbank.com
Member FDIC, Equal Housing Lender

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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:

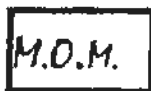
Contractor shall comply with Labor Code §§1773.3, 1777.5 and 1777.6, and 3077 *et. seq.*, each of which is incorporated by reference into this Contract. These sections require that contractors and subcontractors employ apprentices in apprenticeable occupations in a ratio of not less than one (1) hour 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:

IX M,



"Move Over Mozart"
Lynn Fleck
4935 Turner Rd. Sebastopol, CA 95472
Phone (707) 824-0307~ Fax (707) 824-0307

Date: 5-9-18

Re: Facility Use Form FY 2018-19

Enclosed is the facility use form for the Fall. If you could please approve the facility use request form even if you do not know the exact location of the lessons that would be wonderful. We do not need to know the exact location until September. The insurance will be renewed on September 1st. We will enclose a copy of the renewed insurance with the fliers when they are delivered to your school the end of August. Please call if you have any questions. As always we appreciate so much the opportunity to make piano lessons available to the students of your school.

Sincerely, 
Lynn Fleck

FY 2018-19

Gravenstein

Room TK

Francisco

Fax 823 2108

GRAVENSTEIN UNION SCHOOL DISTRICT
Use of School Facilities
Gravenstein Elementary School and Hillcrest Middle School

No alcohol, tobacco products, drugs or drug paraphernalia are allowed on campus at any time. Use of any room, field, etc. by any of Gravenstein Union School District groups per-empts use. A \$200.00 cleaning deposit is required upon acceptance of facility use Application. The District Facility Coordinator will refund this fee upon satisfactory inspection of facility after the last scheduled use. Multiple dates - check with Facility Coordinator for possible conflicts.

Type of Event Group Piano Date(s) of Event Oct thru May on Fridays
Hours of Facility Use: After School Facility Requested TK Room
Total Hours: depends on sign ups User Group Name Move Over Mozart
Authorized Contact Name Luan Flick Address 4935 TUCART RD 95472
Telephone 824 0307 City _____ Zip _____
Primary purpose of the organization Affordable + accessible Non-Profit For Profit MAM
Do you plan to charge admission or collect contributions or fees? Yes No Piano/Music Education
What are the proceeds to be used for? \$30 - costs for program Do you plan to serve food? Yes No

The applicant agrees that, to the best of his/her knowledge, the organization on whose behalf she/he is making application for use of school facilities, upholds the state and federal constitutions and does not intend to use the school premises to commit unlawful acts.

The undersigned party fully understands that the Gravenstein Union School District does not provide, nor does it have available, any health or accident insurance for users of the school district's facilities and that events such as sports/athletics, performances, assemblies, etc. must produce a certificate of insurance with the district named as additionally insured, and be attached to the Facility Use Application, in the following amounts: Provide a copy of co-insured, One-half million dollars for a single event and 1 to 2 million dollars for a sequence of events.

Include Your Insurance Agent's Name and Telephone # at time of application: Don Ramatic 782 9200

The applicant agrees that at all times the school facilities remain under the control of the agents of the Governing Board of the Gravenstein Union School District.

The undersigned states that, to the best of his/her knowledge, the school property for the use of which application is hereby made will not be used for the commission of any act which is prohibited by law, or for the commission of any crime.

If application is for a group using district facilities without charge, your signature below verifies that no alternative non-district facilities are available.

I accept responsibility for meeting the requirements stated herein:

L Flick

5/10/18

Signature of Applicant

Date

References, Names and Numbers

Please list the name and number of the facilities used in the past (use a separate sheet of paper if needed)

Name: _____ Phone #: _____ Dates of previous event: _____ Name: _____

Phone #: _____ Dates of previous event: _____

Have you

requested the use of other facilities for this event? Yes No If yes, where _____

Other pertinent information: _____

Note: The need to use any room, field, etc. by any Gravenstein Union School District group may pre-empt outside users.

The District has the right to alter or waive fees based on the nature of the organization or event.

Hillcrest Middle School and Gravenstein Elementary School

Cost

of hrs.

| | Cost | # of hrs. |
|---|--|-----------|
| Gymnasium/Multi-Purpose Room | \$60.00 per hour | |
| with kitchen | \$100.00 per hour | |
| Performing Arts Theater in Hillcrest Hall | \$800.00 flat rate plus \$500.00 refundable deposit (includes microphone, sound system, spotlight/theater light, Computer Lab use) | |
| Classroom | \$25.00 per hour | |
| Field/Baseball Diamond | \$35.00 per hour | |
| *Custodian (2 hr. minimum) | \$60.00 per hour | |
| Use of Parking Lot | \$300.00 minimum - up to 3 hours (AN ADDITIONAL \$100.00 per hour will be charged after 3 hours or after 8:00 p.m.) | |

Subtotal \$ _____ Fees are for use only.

*Custodial time for set-up, open and close, overtime hourly wages and benefits will be additionally charged (see below).

Fees charged for use of facilities are payable 15 days in advance, unless other arrangements are made with the District Superintendent.

These agreements are subject to change or cancellation when buildings/facilities are needed for school functions.

FOR OFFICE USE ONLY: Cleaning deposit collected No fee charged Proof of Insurance on file

No services required Total Rental Fee for Facility \$ _____ Date billed: _____

Application received by: _____ Date _____ Approved Denied

FY 2018-19
Room TK

8232108

USE OF SCHOOL FACILITIES

AR 1330

Hold Harmless Agreement

The undersigned agrees that the use of these facilities is at users own risk.

The MOU agrees to and does hereby indemnify and hold harmless the Gravenstein Union School District, its officers, agents and employees from every claim or demand made, from every liability, loss, damage, or expense, of any nature whatsoever, which may be incurred by reason of:

1. Death or bodily injury to person, loss or injury to property, or any loss, damage or expense which may have been sustained by the Gravenstein Union School District or any person, firm or corporation employed by the District upon or in connection with the activity called for in this agreement.

2. Any injury or death of persons or damage to property, any loss or theft sustained by persons, firms or corporations including the user arising from any act of neglect, default, omission, negligence or willful misconduct of user or any person, firm or corporation employed by the user, either directly or by independent contract and attributable in connection with the activity covered by this agreement, on or off the Gravenstein Union School District property.

The user, at its own expense, cost and risk, shall defend any and all actions, suits or other proceeding that may be brought or instituted against Gravenstein Union School District, its officers, agents or employees and shall pay or satisfy any such claim, demand, liability or judgment rendered against the District, its officers, agents, or employees in any action, suit or other proceeding as a result of the activity called for in this agreement.

The user shall, prior to facility use, provide evidence of insurance in the amounts set forth in BP & AR 1330 and Facility Use Application.

FACILITY TO BE USED Gravenstein
ACTIVITY: Affordable After School plans

FOR THE USER:
Legal Name: Lynn Fieck

FOR THE SCHOOL DISTRICT:
Authorized Agent's Title: _____

PLEASE PRINT

Date: _____

Name of Insured: Move Over Mozart
Address: 4935 Turner Seb 95472
Telephone: 707 824-0307

Authorized Agent's Signature:
[Signature]
SIGNATURE

Authorized Agent's Signature:

SIGNATURE

ADOPTED: November 9, 2005

GRAVENSTEIN UNION SCHOOL DISTRICT
Sebastopol, California



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/21/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| PRODUCER Don Ramatici Insurance, Inc. P.O. Box 551 Petaluma, CA 94953 Paul Ramatici | 707-782-9200 | CONTACT NAME: Paul Ramatici PHONE (A/C, No, Ext): 707-782-9200 FAX (A/C, No): 707-782-9300 E-MAIL ADDRESS: | | | | | | | | | | | | | |
|--|--|---|-------------------------------|--------|------------------------------------|--|-------------|--|-------------|--|-------------|--|-------------|--|-------------|
| | <table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Nautilus Insurance Co.</td> <td></td> </tr> <tr> <td>INSURER B :</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table> | | INSURER(S) AFFORDING COVERAGE | NAIC # | INSURER A : Nautilus Insurance Co. | | INSURER B : | | INSURER C : | | INSURER D : | | INSURER E : | | INSURER F : |
| INSURER(S) AFFORDING COVERAGE | NAIC # | | | | | | | | | | | | | | |
| INSURER A : Nautilus Insurance Co. | | | | | | | | | | | | | | | |
| INSURER B : | | | | | | | | | | | | | | | |
| INSURER C : | | | | | | | | | | | | | | | |
| INSURER D : | | | | | | | | | | | | | | | |
| INSURER E : | | | | | | | | | | | | | | | |
| INSURER F : | | | | | | | | | | | | | | | |
| INSURED Lynn Fleck dba Move Over Mozart 4935 Turner Road Sebastopol, CA 95472-6242 | | | | | | | | | | | | | | | |

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|-----------|----------|---------------|-------------------------|-------------------------|---|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | | | NN902084 | 06/01/2018 | 06/01/2019 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MFD EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ Included |
| | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY | | | | | | COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ |
| | UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ | | | | | | EACH OCCURRENCE \$ AGGREGATE \$ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | | | N/A | | | PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$ |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Evidence of insurance.

| | |
|--|--|
| CERTIFICATE HOLDER GRAVSCO Gravenstein Union School District 3840 Twig Avenue Sebastopol, CA 95472 340 | CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE |
|--|--|

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| 24 | " 8 | CALIFORNIA | 978 061811573-0 |
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Student/Parent Handbook

2018-2019 School Year

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Gravenstein Elementary Campus
3840 Twig Avenue
Sebastopol, CA 95472
(707) 823-5361
Grades TK – 5

Hillcrest Middle School Campus
725 Bloomfield Road
Sebastopol, CA 95472
(707) 823-7653
Grades 6 – 8

Jennifer Schwinn, Superintendent
Gravenstein Union School District
District Website: www.grav.k12.ca.us

Gravenstein Union District Office
 3840 Twig Avenue
 Sebastopol, CA 95472

Gravenstein Elementary School,
Gravenstein First
 3840 Twig Avenue
 Sebastopol, CA 95472

Hillcrest Middle School,
GUSD Community Day School
 725 Bloomfield Road
 Sebastopol, CA 95472

Dear Students: Welcome to the 2018-2019 school year! This student planner also serves as a student handbook containing information you will need to know to help you have a successful year at school. It is also an organizational tool to help you keep track of your assignments and homework. Should you have questions or concerns, please feel free to contact your teacher. Here's looking forward to a wonderful 2018-2019 school year!

GENERAL INFORMATION

BOARD OF TRUSTEES

Jim Horn, President
 Desiree Beck, Clerk
 Gregory Appling, Member
 Jennifer Koelemeijer, Member
 Steve Schwartz, Member

DISTRICT OFFICE-----823-7008
 Fax-----823-2108
Web Site: www.grav.k12.ca.us

Jennifer Schwinn, District Superintendent
jschwinn@grav.k12.ca.us

Wanda Holden, Chief Business Officer
 Eva Atwell-Perez, Accounts Payable Clerk

GRAVENSTEIN SCHOOL OFFICE-----823-5361
 Fax-----823-0478

Keri Pugno, Gravenstein Principal
 Renee Lott, Gravenstein Secretary/District Secretary
 Maria Fagundes, Gravenstein Campus Food Service

HILLCREST MIDDLE SCHOOL OFFICE-----823-7653
 Fax-----823-4630

Hillcrest Principal
 Hillcrest Secretary
 Christine Bartl, Hillcrest Campus Food Service

GRAVENSTEIN DAYCARE-----823-1552
 BUS TRANSPORTATION-----206-9988

EMERGENCY OR DISASTER INFORMATION: Tune your Radio to KSRO AM 1350 for official school information, school closures and disasters.

TEACHING STAFF

GRAVENSTEIN ELEMENTARY SCHOOL

Grade Transitional Kindergarten - Stephanie Tomsy
 Grade Kindergarten - Beth Trivunovic
 Grade Kindergarten - Kate Crandall
 Grade Kindergarten - Kory Briggs
 Grade TK/Kindergarten - Sally Redfern
 Grade 1 - Deborah Candau
 Grade 1 – Kelley Lannon
 Grade 1 - Michelle Dellosa
 Grade 1 - Kadie Clement
 Grade 2 - Shannon DeBolt
 Grade 2 - Nicole Basque
 Grade 2 - Michelle Sprinkle
 Grade 2 - Aimee Otterson
 Grade 3 - Beth Haas
 Grade 3 – Alicia Barrera
 Grade 3 - Vanessa Nordstrom
 Grade 3 - Suzi Mattish
 Grade 4 - Allie Brown
 Grade 4 – Lynn Martinez
 Grade 4 - Petria Sully
 Grade 4 – Paul Carey
 Grade 5 - Megan Gorman
 Grade 5 – Ani Hansen
 Grade 5 – Alexis Grimm
 Grade 5 - Alexandra Zielke
 Special Education / Learning Lab - Barbara A. Oakley
 Title 1/Learning Lab - Patti Carlson
 Spanish - Kim Hawkins
 Band and Music - Nick Pulley
 Music - TBD
 PE – Tara Fluitt

LIBRARY/ INSTRUCTIONAL/DAYCARE/LUNCH SUPPORT

Anita Dannenbring, Kelly Peters, Evan Clinton, Christine Bartl,
 Jennifer Poncey, Karen Howarth, Ray Dellosa, Kathleen Byrne,
 Heather Castor, Chantal Harper

HILLCREST MIDDLE SCHOOL

Grade 6 - Dan Dexter
 Grade 6 - Allison Rich
 Grade 6 - Linda Helton
 Grade 6 - Elizabeth Kinman
 7th and 8th Science - Sergio Blanco
 8th Language Arts & Soc. Studies - David Cole
 7th Language Arts- Julia Garson
 7th and 8th Math - Jackie Jex-Lewis
 7th and 8th Math - April McDonald
 Grade 7 - John Collins
 Grade 7 - Colleen Clements
 Grade 8 - Heather Johnson
 Grade 8 - Kelly Sporrer
 Computer Lab - Matthew McDowell
 Band - Nick Pulley
 Spanish - Kim Hawkins
 Spanish – TBD
 6/7/8 Physical Education/Health - George Sotiras
 6/7/8 Physical Education/Health - Matthew McDowell
 Learning Lab/ Special Education - Bernadette
 Prunetti-Jones

COMMUNITY DAY SCHOOL - Kevin Parsons

DISTRICT SUPPORT STAFF

Tracy Evans, District Speech Therapist
 TBD, RN M.S. District Nurse
 Jack Correia, School Psychologist
 Amy Gloeckner, School Counselor

MAINTENANCE/CUSTODIAL

Brian Sposato, Head of Maintenance
 Santiago Onofre, Custodian
 Kevin Sposato, Custodian

BEYOND THE BELL (Daycare Program)

Director- Ray Dellosa

2018-2019 Information

After-School Athletics: To participate in extra-curricular athletics, a student must have a minimum 2.0 Grade Point Average on his/her last report card (and maintain a 2.0 on your next report card if the sport continues after report cards are issued) and have had a physical exam within the last year. A student may NOT try out, participate in practice, or play in competitions until he/she has submitted your physical exam to the coach and a copy has been filed in the School Office. Hillcrest participates in the West County Athletics League and offers the following sports each year depending on the availability of coaches and student interest: Girls' and Boys' Flag Football, Basketball and Volleyball.

A student who is issued an administrator-assigned detention may be removed from one game. A student becomes ineligible to participate in sports while under a temporary removal or suspension. A student who has been temporarily removed or suspended from school and/or demonstrates unsafe or disruptive behavior may be removed from the team depending on administrative review.

Coaches interested in supporting Hillcrest Middle School's after-school athletics program (including volunteer coaches) must have current First Aid and CPR certifications and be fingerprinted through the Gravenstein Union School District Office. Coaches must also complete specific coaches' training at their own expense. For information on coaches' training see the principal or athletic director. Parents or guardians who drive students, other than their own, to or from games must meet the Gravenstein Union School District's requirements for insurance. Forms are available in the school office.

After School Detention: If necessary and warranted, a detention may be assigned by your child's teacher as a consequence for some classroom behavior problems. The principal would need prior notification and be in agreement with this consequence. After school detention may be up to one hour in length. The parent/guardian will be contacted by the teacher who issues the detention 24 hours in advance by phone call, conference, or written notice if this is to take place. Parents/guardians must provide any needed transportation for after school detention.

Attendance and Absences: Daily classroom attendance is critical to success in school. Also, all absences (without independent study plans) result in the loss of funding for our school. A lack of good attendance may be a factor when a teacher is considering retention of a student. Parents need to verify all absences by a phone call before 9:00 AM on the day of absence or a written note must be provided on the first day back to school.

- Phone or written verification must include the date, duration, and specific reason for absence.
- Students may not attend dances or participate in athletic practices, competitions and other extracurricular activities on days when you have been absent from school. For Independent Study information see page 8.

GRAVENSTEIN BELL SCHEDULE

| | Regular Day | Early Release Day | Minimum Day |
|----------------------------------|-------------|--|-------------|
| | | 9/13, 9/27, 10/11, 10/25, 12/13, 1/10, 1/24, 2/7, 2/21, 3/7, 4/11, 4/25, 5/9, 5/29 | 5/30, 5/31 |
| TK/K (dismissal A) | 8:45-2:15 | 8:45-12:45 | 8:45-11:45 |
| 1-5 Traditional (dismissal B) | 8:30-2:50 | 8:30-1:05 | 8:30-12:05 |
| 1-5 Enrich! (dismissal C) | 8:15-3:10 | 8:15-1:30 | 8:15-12:30 |

HILLCREST BELL SCHEDULE

| | Regular Day | Early Release Day | Minimum Day |
|-----------------|-------------|--|-------------|
| | | 9/13, 9/27, 10/11, 10/25, 12/13, 1/10, 1/24, 2/7, 2/21, 3/7, 4/11, 4/25, 5/9, 5/29 | 5/30, 5/31 |
| 6-8 Traditional | 8:27-2:46 | 8:27-1:00 | 8:27-12:00 |
| 6-8 Enrich! | 8:27-3:30 | 8:27-1:45 | 8:27-12:15 |

Bicycles and Walking: Students may ride bicycles or walk to and from school, provided they follow safe walking and riding practices and obey bicycle (and helmet) laws. When you arrive on campus you must get off your bike and walk it to the bike rack. Students must have signed parental permission to walk or ride bikes to and from school. **SKATEBOARDS, ROLLERBLADES, AND SHOE SKATES ARE NOT PERMITTED ON SCHOOL CAMPUS.**

Bus Fees: The fees for the 2018-2019 school year are as follows--1st child \$50.00 per trimester, 2nd child \$40.00 per trimester, 3rd child \$25.00 per trimester and 4th child is free.

Cell Phones/Electronics: Cell phones and personal electronics for students are not allowed at school except with parent request and administrative written approval. Even when an exception is granted - cell phones are not to be seen or used in the classroom or around campus. They are **NOT** to be turned on or brought out during school hours. **Violation of this rule will end the allowance of the cell phone to be on campus at any time.** Personal electronics (portable game players, iPods, MP3 players, e-readers, etc.) are **NOT** allowed at school. In the event the above mentioned items are brought to school, the school is **NOT** responsible for the loss/damage to any of the above mentioned items. Also, **the school office and classroom phones** are to be used for school business only. Calls to parents to arrange for social plans are not allowed. (Education Code 48901.5)

Chromebooks: All students in grades 2-8 have a class set of Chromebooks (laptop) to use in their classroom. Grades K-1 will have a 1:2 ratio. See more information listed under Technology.

Citizenship and Conduct: All students need to feel safe, respected, and welcomed on the Hillcrest and Gravenstein campuses. In the Gravenstein district we honor each person's individual uniqueness and appreciate each person's contribution to the learning community. So that all can learn and thrive academically, socially, and emotionally, each student is expected to **be safe, be respectful, and be responsible** for following all classroom and school rules, and procedures.

Students will bring home a classroom discipline agreement that discusses these rules and expectations—this is summarized in the GUSD School-Family Compact. Each form must be signed by a parent and the student and returned to the teacher to signify that everyone has read and understands district/school/classroom expectations. **Second Step** is the program utilized by district staff to assist students in social and emotional learning (SEL).

Clean Campus and Recycling: The appearance of our campus has a great deal to do with our school pride. It is the responsibility of all of us to keep our campuses neat and clean. Recycling used paper, plastic bottles, and aluminum cans is an ongoing service project. We all need to do our part to take care of our campus and protect the environment. You can help to make sure school is safe and clean by following these rules: 1. Eat and socialize in designated areas and 2. Place all trash in containers and aluminum cans in recycling barrels.

Closed Campus: If a student is going to leave school for any reason during the day, the person picking up the student **MUST** come into the school office to sign the student out. The person checking the student out of school **MUST** be on your emergency card. A student may **NOT** leave campus during the day without following this checkout procedure. Cutting school or cutting class may result in detention, loss of privileges, or referral to the District Attorney's Office in severe cases.

Curriculum: The state standards-based curriculum at our schools is a master plan for your future success in high school and beyond. The program is constantly evolving in response to state-of-the-art practices and State and District level standards. We offer lunch-time GATE activities, Accelerated Math Classes, as well as a Learning Lab for extra services.

Course of Study: At Hillcrest Middle School, sixth grade is excited to be restructuring the classrooms and the schedule to better align for increased STEAM instruction. Core sixth grade teachers have received additional training to help prepare for more specialized instruction. Students will receive Math and Science from one teacher and then Language Arts and Social Studies from another. There will be additional instruction from the Spanish, Band and Physical Education teachers. The 7th and 8th grades are mostly departmentalized with students moving to individual teachers for each subject, with the exception of the core teacher for Language Arts and Social Studies in the ENRICH! program. All students in grades 6-8 receive year-long courses in Language Arts, Mathematics, Social Studies, Science, Physical Education/Health and Spanish. All students may elect to take a full-year course in Band. The alternative to band in the 6th grade traditional program is a rotation of computers, art and music appreciation. The alternative to band in the 7th and 8th grade traditional program is computers. The alternative to band in the 7th and 8th grade ENRICH! program is Arts Appreciation.

Daily Schedule: At **Gravenstein**, students should not arrive on the school campus until 15 minutes before their class is to begin, unless the student is going to daycare, which opens at 7:00 AM. Beyond the Bell at the Gravenstein campus closes at 5:30 PM. At **Hillcrest**, students should not arrive on the school campus until 8:10 AM, as all students begin instruction at 8:27. The traditional school day consists of seven (7) class periods, morning break, and lunch. There are three (3) minutes to pass between classes. Student should leave campus immediately after their release time or when the bus leaves, unless they are participating in after-school sponsored activities. Students must wait at the picnic tables while waiting for after-school activities to begin. Beyond the Bell opens at 7:15 AM and closes at 5:15 PM. Please check with the daycare director, administration, or the Beyond the Bell Handbook for more information.

Gravenstein District Community Day School: Community Day School follows its own schedule (360 minutes), which is given to the student and parent/guardian at the time of entrance to the school/program. Please refer to AR/BP 6185 on the district website under Board Policies for more information.

Dances and Special Events: Hillcrest Middle School dances and special activities are held throughout the school year. Specific dates are announced at school and in the weekly "Monday Messages" newsletter. Only current Hillcrest Students in sixth, seventh, and eighth grades are invited to attend. All dances and activities are open to current HMS students ONLY. Students must be picked up immediately after the dance. Admission is charged to cover costs and raise funds for student activities. Students who are "ineligible" may not attend dances or participate in other special events. The district dress code and rules must be adhered to at all school activities, dances and field trips. Students who are absent the day of the dance may not attend the dance. (See "Eligibility for Dances" below.)

Drama: Drama is a very popular extra-curricular activity at Hillcrest Middle School. It is also a school day activity in some grade levels and programs in the district. The yearly Hillcrest Musical/Drama production begins in the fall with the performances in the spring. Rehearsals are held after school, with more frequent rehearsals as the performance approaches.

Dress Code: The purpose of student dress and appearance regulations is to encourage students to dress appropriately and attend school properly prepared for participation in the educational process. Guidelines also serve to prevent disruption of the classroom atmosphere, to eliminate disturbances and distractions among students and to protect the safety, health and welfare of the individual student. Appropriate dress and personal appearance at school and school-related activities shall not include any clothing, attire or accessory that by its manner of appearance, arrangement, trademark, fit, or any other attribute, is: **unsafe, disruptive, unhealthful, obscene, profane, ethnically, racially or sexually degrading, libelous or slanderous, exposing undergarments, provocative or revealing, advocating unlawful behavior or illegal substances, or suggesting or promoting any affiliation with any street gang or other group that commits unlawful acts.** Current examples of inappropriate dress include but are not limited to the following:

Unsafe:

Inappropriate shoes (for Physical Education or playground) or no shoes
Oversized pants/shorts (must fit at waist without a belt)

Unhealthful, Unsafe and Advocating Unlawful Behavior or Gang Affiliation or Illegal Substances:

Clothing or personal articles displaying references such as tobacco, alcoholic beverages, marijuana, etc.
Any clothing or articles considered gang-related (with guidance from law enforcement) such as bandanas, hairnets, chain accessories, slippers, etc.

Disruptive, Provocative or Revealing:

Clothing considered undergarments
Clothing exposing undergarments
Clothing exposing midriff, upper torso, etc., halter tops (exposing front or back) and swimwear
Shorts or skirts that are too short (administrative determination)

In accordance with this policy, **administration will make the determination of the appropriateness of the clothing/article at school.** The administration may ask that an item be removed, request that more appropriate clothing be brought from home, schedule a student-parent conference or take any necessary disciplinary action.

Eighth Grade Graduation Requirements: To be eligible to take part in the graduation activities (which includes any field trips, graduation dinner, and dance) and receive a certificate of promotion you must:

- 1) Maintain a minimum 2.0 overall Grade Point Average during your eighth grade year. Students with special needs will be evaluated individually through the school's Student Study Team or the I.E.P. process.

- 2) Have attended at least 85% of the total school days for the year. Home teaching or an Independent Study Program shall constitute attendance. For special circumstances, an administrative exception may be granted if a student has a doctor's verification of illness and/or assigned work is completed.
- 3) Discipline issues may eliminate a student's ability to participate in Graduation activities as determined by administration.

A Student Study Team meeting (to include the student's teachers, at least one administrator or designee and the parents) may be held at the end of each trimester that the student is in jeopardy of not participating in the graduation ceremony. The Student Study Team shall have the authority to waive any of the above criteria with cause. This decision may or may not coincide with promotion to 9th grade or retention in 8th grade. (See the Promotion/Retention Policy on page 8). If the parents/guardians are in disagreement with the Student Study Team decision they may appeal to the Superintendent and the School Board.

All students participating in the 8th grade promotion ceremony wear graduation gowns as specified by the administration. A donation to cover the cost of the gown is requested of the parents of graduates but the donation is not required. Third trimester 8th grade Community Day School students (or students who have been in CDS during the third trimester) do not participate in graduation activities. (The Community Day School Policy is on the district website.)

Eligibility for Dances at Hillcrest Middle School: Students will not be eligible for a dance if they fit into any of the following categories:

- 1) Any student absent from school the day of the event
- 2) Any student who has received 3 or more Administration-assigned lunch detentions during the trimester in which the activity is held or the next event
- 3) Any student who has been suspended (in school or out of school) during the trimester in which the activity is held or the next event
- 4) Any student owing money from lost books, instruments, sports uniforms, etc. at the time the event occurs
- 5) Any student attending Gravenstein Community Day School during the trimester in which the activity is held

Eligibility for Trimester One and Two Reward Activities at Hillcrest—for students with 3.5 GPA or above:

Students must have a 3.5 GPA for the trimester in which the activity takes place.

Students must have no D or F grade in any class for the trimester in which the activity takes place.

(Consideration will be given to students with Special Needs – IEPs or 504 plans)

Students must have had no administratively assigned detentions or suspensions during the trimester in which the reward takes place.

Emergency Information Cards: Students must have an Emergency Information Card on file in the School Office. If the parent /guardian cannot be contacted staff will notify emergency contacts listed on the student's Emergency Information Card. **Students will ONLY be released to persons listed on your Emergency Information Card.** If the address or phone number is changed, or the parent/guardian has a new job, or if the student is going to be left in the temporary care of someone who is not on the student's Emergency Information Card, please notify the School Office to change the emergency card. **Telephone calls or notes brought to the school office by someone other than the parent/guardian asking for release to a person not on the emergency card will not authorize release.**

Emergency and during the School Day Release Procedures: The following procedures must be followed:

- Students will be released ONLY to a parent/guardian OR someone listed on the Emergency Information Card. They may be required to show identification to authorize release. Notes brought in by students or other people will not authorize release.
- Parents/guardians (or any visitor) must check in the School Office before going on the campus.
- Parents /guardians (or visitors) must sign you out when leaving campus, so that staff can accurately account for all students.
- The school will make every effort to notify parents or guardians in the event of an emergency. However, in an emergency, limited phone lines will make this a slow process. Please listen to KSRO AM 1350 for updated news or for school closures.

Second Step Program: Teachers (and many other staff members) have been trained in the Second-Step program to help work with students on safe and healthy social emotional learning (SEL).

Extracurricular Activity Eligibility: After-school athletics, drama, and extracurricular field trips enrich Hillcrest Middle School's program. However, they are not part of the core curriculum. In accordance with state law, students must maintain a minimum 2.0 G.P.A. in order to participate in extracurricular activities. Excessive Behavior Infractions or a suspension may also restrict a student's participation. Activities and sports sign ups will be announced in the Hillcrest bulletin.

Field Trips: Teachers or administrators may plan a field trip or special activity to support units of study (Instructional Trips) or to recognize students for citizenship and conduct (Reward Trips). They enrich the curriculum, build school spirit, improve students' social skills and foster positive working relationships between students and staff. All field trips or activities off campus require written permission from parents or guardians and authorization for emergency medical treatment. **Any guardians who chaperone overnight field trips must be fingerprinted for GUSD with clearance through the Department of Justice (DOJ) and tuberculosis testing (at parent/guardian's expense) prior to the field trip.** See Board Policy/Administrative Regulation 1240 on the district website.

Fund Raising: Gravenstein Schools Foundation (GSF) is a very active group dedicated to enhancing every child's school experience. This parent/teacher group raises funds to help the schools, among many other activities. Every parent and interested citizen is urged to join and participate in GSF. The Magnet Program Foundation (MPF) raises funds and provides parent support for the ENRICH! Program.

GATE Programs: We have several Gifted and Talented Education (GATE) programs in the district. An accelerated math program is an option at the 7th and 8th grade level. The ENRICH! program (1-8) offers accelerated academic placements and enrichment opportunities throughout an extended school day. Lastly, there are additional after school/lunch-time GATE activities in Language Arts and Math for all students in grades 3-5 that qualify based on GATE and/or state testing scores. For questions regarding these programs, please contact the campus principal.

Grading System and Honor Roll: The system for evaluating students in grades 4th-8th at Gravenstein Union School District is A, B, C, D and F (A = 100% to 90%, B = 89% to 80%, C = 79% to 70%, D = 69% to 60%, F = 59% to 0%). Grade Point Average (GPA) is calculated by adding grade values (A=4 points, B=3, C=2, D=1, F=0) and dividing by the total number of weighted grades. Each student is graded by the teacher according to the quality of work, in relation to established state and district standards. Students who earn a 3.0 GPA or better will be placed on the Honor Roll for that trimester. Eighth grade students who have achieved Honor Roll all three years will be recognized at graduation.

Grading Period, Progress Reports and Report Cards: Hillcrest and Gravenstein have 3 (trimester) grading periods to ensure close communication between school and home about academic progress. Each trimester is approximately twelve weeks long. Progress Reports for students in grades 4-8 are given out halfway through each trimester.

Homework - Why is it assigned? The School Staff assigns homework because it:

- ✓ Provides an important way of communicating with parents or guardians about school work.
- ✓ Develops study habits, self-discipline, and responsibility.
- ✓ Reinforces and enriches school learning by providing necessary practice and application.
- ✓ Allows teachers to make the best use of instructional time in class.
- ✓ Completes work that was begun in class.
- ✓ Teaches students how to gather and organize information through research.

Homework Partners: Many successful high school and college students use study partners to help strengthen what they are learning. Students should think about choosing a Homework Partner in each of their classes. He/she should make sure the student is someone he/she can call to get assignments or help when needed.

Homework and Long-Term Absences: Now that most grades are part of the charter conversion (except for 1st grade Traditional classes) an independent study can be done for any absence if it is requested in advance of the absence. **An independent study can be requested** and your attendance NOT marked as absent if the independent study paperwork is completed and the work is completed and turned in to the school. **Please contact teacher for the Independent Study if you need assistance with your request.**

Honor Roll: At the end of each grading period the names of students who have achieved a grade point average of 3.0 or better are placed on the Honor Roll. Students who have earned a 3.5 to 3.99 GPA are placed on the Principal's Honor Roll. Superintendent's Honor Roll is given to students who earn a GPA of 4.0, or all A's.

Honors at Assemblies, Eighth Grade Graduation Dinner and Graduation: During trimester award assemblies, students are recognized for academic achievement (grade 4-8 Honor Roll), attendance and/or citizenship (at Hillcrest). At Hillcrest Middle

School subject awards are also given out at the trimester award assemblies. Eighth grade students who have maintained their Honor Roll status for three full years or who have distinguished themselves in other ways will be recognized at the Eighth Grade Graduation Dinner and at the Graduation Ceremony.

Houses: Hillcrest sixth, seventh, and eighth grade students are divided into “Houses” (activity groups) for the purpose of friendly competitions during the lunch period and throughout the year. Each House is named after someone famous from our community’s history. The Houses elect student leaders who help organize teams for each of the events. The events range from sports, such as basketball, table tennis, and volleyball, to board games or jeopardy competitions, as well as service activities like canned food drives. Points are earned for participation and winning. At the end of the school year the winning House earns a special reward field trip. The House Reward Activity has the same eligibility requirements as dances (pg. 7).

Illness or Injury: It is important that you inform the school office of any special health matter. In case of a serious accident or injury on campus, the paramedics will be contacted to administer medical aid and a parent or guardian will be notified immediately.

Independent Study: Now that most of our school classes are under charter conversion laws, an independent study may be requested for any day a student will be absent. The student may be counted in attendance by state regulations if an independent study is **requested ahead of time and the assigned work is completed in the designated time**. The request should be made to the school office or teacher as soon as you are aware your child will be absent. For both Hillcrest and Gravenstein students, one week’s notice is required to gather work and obtain the necessary signatures. Please contact an administrator for the Independent Study if you need assistance with your request. Please check the district website at www.grav.k12.ca.us for Board Policy/Administrative Regulation 6158 Independent Study.

Lost and Found: You are responsible for loss or damage to any personal property or school property that has been issued to you, such as textbooks or music instruments. Unclaimed personal items, not picked up in 30 days, will be donated to charity. Students and families will be notified before donation occurs. To be sure items are returned, have your name in permanent ink on all articles of clothing and other personal property. If you find something that does not belong to you, please turn it in at the school office. If you keep something you find without turning it in it is considered stealing. Students who have witnessed a theft or know a student is in possession of someone else’s belongings should inform the principal or school office personnel. Reports will be confidential.

Lunch Fees: Lunch is available to be purchased at Gravenstein Elementary and Hillcrest Middle School. **Students are not allowed to “charge” a lunch and will not be able to order a lunch until the account is paid in full.** All lunches include milk. The price of a lunch at the time of this publication is **\$4.50**. Milk purchased a la carte is **\$0.50**.

Make-up Work: Class and homework assignments missed during an absence must be made up. It is the student’s responsibility to find out about missed assignments from a homework partner or to request make-up work from the student’s teachers and make sure it is completed within the time allotted. The number of days to complete make-up work must be at least equal to the number of days absent; this period can be extended by the teacher or principal on a case-by-case basis. The teacher will decide upon a suitable alternative assignment if the work missed cannot be made up.

Medication: Any medications, including over-the-counter medication (includes aspirin or cough drops), must be turned in to the School Office with a form signed by parent/guardian **and** physician - with specific directions from the physician.

Monday Messages: *Monday Messages* is the main venue of communication between the school district and home. It is sent to parents through email from the superintendent and it is on the district website www.grav.k12.ca.us. It is filled with important dates and activities.

Music: Gravenstein and Hillcrest offer exceptional music opportunities as an important part of the instructional program. It is expected that students who participate in the Intermediate or Advanced Bands will make a commitment to such extracurricular activities as evening concerts at school, performances in music festivals, parades or other community events. Beginning with fourth grade, students are eligible for band. We offer 4th/5th grade Band, 6th grade Band, 7th/8th Band, Jazz Band and Strings ensemble. We also offer K-5 classroom music and third grade recorders.

Parent Groups: Our parent foundations’ activities are organized through our two non-profit foundations. The Magnet Program Foundation (MPF) supports the ENRICH! program. Gravenstein School Foundation (GSF) is the parent group which helps support all students with funding for music, Spanish, drama, art, field trips, teacher accounts and much more.

Passing Times: The passing period between each class at Hillcrest is three (3) minutes.

Passes: Students must obtain a PASS from the staff member who is excusing you from class. If you wish to meet with school office staff, you will need a PASS to verify that you have your teacher's permission to be out of class.

Promotion/Retention Policy Board Policy/Administrative Regulation 5123: Students and parents need to be aware that California State Law mandates a promotion/retention policy at each school district. Students have grade proficiency levels that need to be attained to move on to the next grade. For a copy of this policy please check the district website or the school office.

Promotion Ceremonies: During the final week of school, promotion ceremonies for some grade levels will be held for students who have successfully completed the requirements of the Gravenstein Union School District. At Hillcrest Middle School, all 8th grade students wear robes for a uniform appearance. This is an informal family and community celebration held on campus. It is not an occasion for formal gowns, tuxedos or limousines.

Restrooms: Graffiti, writing on restroom walls, or intentionally clogging plumbing are considered vandalism and will result in disciplinary consequences. A bill may be sent to you and your parents or work detail required. Please be considerate and keep restrooms clean for everyone to use.

Rules and Discipline Procedures:

1. **Be Safe...**and on time and prepared for each class.
2. **Be Respectful...** of others, their property, and the property of the school.
3. **Be Responsible...**by obeying all rules and laws.

Most discipline consequences involve restrictions or loss of privileges or free time. Other discipline may include, but is not limited to, warnings, counseling with teachers, principal, or the superintendent, phone calls to parents, after school detention, administrative (lunch) detention, in school suspension, at home temporary removal, or recommendation for removal or expulsion.

Administration-assigned lunch detentions count against your eligibility to participate in dances and certain grade level field trips or activities. Written notice will be sent home if he/she has received lunch detention. A parent must sign the note so the school office has verification that the parent has received the notification of the lunch detention. **When a student receives his or her third lunch detention, he/she is no longer eligible for the next dance (at Hillcrest) or other school reward activity.**

Teacher Temporary Removal: A student may be temporarily removed from a class by his/her teacher for the rest of a period and from that class the next day for inappropriate behavior. The teacher will be contacting the parent if this occurs and a conference will be scheduled. The student may be assigned administrative detention time (lunch detention) in addition to the period he/she sat out.

Grounds for Temporary Removal or Removal (or Suspension or Expulsion) from School:

The following is part of Board Policy/Administrative Regulation (BP/AR) 5144.1c. Please go the district website www.grav.k12.ca.us under Publications/Policies for the full BP/AR 5144.1c and BP/AR 5144.1.

STANDARDS OF BEHAVIOR - GROUNDS FOR TEMPORARY REMOVAL OR REMOVAL

Any student, including a student with disabilities, shall be subject to temporary removal and removal for violation of the Standards of Behavior below; however, paragraphs 20, 21, and 22 shall apply only to a student in any of grades 4 to 12.

1. Caused, attempted to cause, or threatened to cause physical injury to another person or willfully used force or violence upon another person, except in self-defense.
2. Possessed, sold, or otherwise furnished any firearm, knife, explosive, or other dangerous object, unless, in the case of possession of any object of this type, the student had obtained written permission to possess the item from a certificated school employee, with the principal's concurrence.
3. Unlawfully possessed, used, sold, otherwise furnished, or was under the influence of any controlled substance as defined in Health and Safety Code sections 11053-11058, alcoholic beverage, or intoxicant of any kind.
4. Unlawfully offered, arranged, or negotiated to sell a controlled substance as defined in Health and Safety Code sections 11053-11058, alcoholic beverage, or intoxicant of any kind, and then sold, delivered, or otherwise furnished to any person another liquid, substance, or material and represented same as such controlled substance, alcoholic beverage, or intoxicant.
5. Committed or attempted to commit robbery or extortion.

6. Caused or attempted to cause damage to school property or private property.
7. Stole or attempted to steal school property or private property.
8. Possessed or used tobacco or products containing tobacco or nicotine products, including, but not limited to, cigars, cigarettes, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets, and betel, except that this restriction shall not prohibit a student from using or possessing his/her own prescription products.
9. Committed an obscene act or engaged in habitual profanity or vulgarity.
10. Unlawfully possessed, offered, arranged, or negotiated to sell any drug paraphernalia, as defined in Health and Safety Code section 11014.5.
11. Disrupted school activities or otherwise willfully defied the valid authority of supervisors, teachers, administrators, other school officials, or other school personnel engaged in the performance of their duties.
12. Knowingly received stolen school property or private property.
13. Possessed an imitation firearm. Imitation firearm means a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm.
14. Committed or attempted to commit a sexual assault as defined in Penal Code section 261, 266c, 286, 288, 288a, or 289, or committed a sexual battery as defined in Penal Code section 243.4.
15. Harassed, threatened, or intimidated a student who is a complaining witness or witness in a school disciplinary proceeding for the purposes of preventing that student from being a witness and/or retaliating against that student for being a witness.
16. Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.
17. Engaged in, or attempted to engage in, hazing. Hazing means a method of initiation or pre-initiation into a student organization or body, whether or not the organization or body is officially recognized by an educational institution, which is likely to cause serious bodily injury or personal degradation or disgrace resulting in physical or mental harm to a former, current, or prospective student. Hazing does not include athletic events or school-sanctioned events.
18. Made terrorist threats against school officials and/or school property,
A terrorist threat includes any written or oral statement by a person who willfully threatens to commit a crime which will result in death or great bodily injury to another person or property damage, with the specific intent that the statement is to be taken as a threat, even if there is no intent of actually carrying it out.
19. Engaged in "bullying" which means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, and including one or more acts committed by a student or group of students as defined in paragraphs 20, 21, or 22, below, directed toward one or more pupils that has or can be reasonably predicted to have the effect of one or more of the following:
 - (A) Placing a reasonable pupil or pupils in fear of harm to that pupil's or those pupils' person or property.
 - (B) Causing a reasonable pupil to experience a substantially detrimental effect on his or her physical or mental health.
 - (C) Causing a reasonable pupil to experience substantial interference with his or her academic performance.
 - (D) Causing a reasonable pupil to experience substantial interference with his or her ability to participate in or benefit from the services, activities, or privileges provided by a school.

"Electronic act" means the creation and transmission originated on or off the school site by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager, of a communication, including, but not limited to, any of the following:

 - (A) A message, text, sound, or image.
 - (B) A post on a social network Internet Web site including, but not limited to:
 - (1) Posting to or creating a burn page. "Burn page" means an Internet Web site created for the purpose of having one or more of the effects listed above.
 - (2) Creating a credible impersonation of another actual pupil for the purpose of having one or more of the effects listed above. "Credible impersonation" means to knowingly and without consent impersonate a pupil for the purpose of bullying the pupil and such that another pupil would reasonably believe, or has reasonably believed, that the pupil was or is the pupil who was impersonated.
 - (3) Creating a false profile for the purpose of having one or more of the effects listed above. "False profile" means a profile of a fictitious pupil or a profile using the likeness or attributes of an actual pupil other than the pupil who created the false profile.
 - (C) An electronic act shall not constitute pervasive conduct solely on the basis that it has been transmitted on the Internet or is currently posted on the Internet.

"Reasonable pupil" means a pupil, including, but not limited to, an exceptional needs pupil, who exercises average care, skill, and judgment in conduct for a person of his or her age, or for a person of his or her age with his or her exceptional needs.
20. Committed sexual harassment. Sexual harassment means conduct which, when considered from the perspective of a reasonable person of the same gender as the victim, is sufficiently severe or pervasive as to have a negative impact upon the victim's academic performance or to create an intimidating, hostile, or offensive educational environment.

21. Caused, attempted to cause, threatened to cause, or participated in an act of hate violence, Hate violence means any act punishable under Penal Code section 422.6, 422.7, or 422.75. Such acts include injuring or intimidating a victim, interfering with the exercise of a victim's statutory rights or state or federal constitutional rights, or damaging a victim's property because of the victim's race, ethnicity, religion, nationality, disability, gender, gender identity, gender expression, or sexual orientation; a perception of the presence of any of those characteristics in the victim; or the victim's association with a person or group with one or more of those actual or perceived characteristics.
22. Intentionally engaged in harassment, threats, or intimidation against district personnel or students that is sufficiently severe or pervasive to have the actual and reasonably expected effect of materially disrupting classwork, creating substantial disorder, and invading the rights of school personnel or students by creating an intimidating or hostile educational environment,
23. Any ground for suspension or expulsion as specified in the California Education Code as from time-to-time amended.
24. Excessive tardiness or absenteeism which is not the result of a student's illness or injury or other excusable reason as determined by the Principal or designee. Excessive tardiness means 15 or more late arrivals, of 30 minutes or more, to school or class per trimester. Excessive absenteeism means 15 or more absences from school or class per trimester. After a student has been tardy 10 times, in excess of 30 minutes or more, or had 10 unexcused absences during a trimester, an attempt will be made to have a parent-teacher-administrator conference.
25. Any chronic violation or a serious violation of the Standards of Behavior or rules specified in the GUSD School/Family Compact or GUSD Student Handbook.

SCHOOL OR SCHOOL ACTIVITIES

A student may be temporarily removed or removed for any violation of the Standards of Behavior if the violation is related to school activity or school attendance occurring within any school in the District or within any other school district, at any time, including, but not limited to, the following:

1. While on school grounds,
2. While going to or coming from school,
3. During the lunch period, whether on or off the school campus, and
4. During, going to, or coming from a school-sponsored activity.

Sexual Harassment:

Sexual Harassment policies are on the district website at www.grav.k12.ca.us. The student Sexual Harassment policy is BP/AR 5145.7. This policy applies to students in grades 4-12.

Site Council: The Gravenstein Union School District Site Council is a team of administrators, school personnel and parents selected from their respective groups to create an improvement plan for the schools utilizing the district's categorical funding. The council meets about 5 times during the year and all community members are invited to attend.

School Office Information: The school office is an important place of business where all are welcome. The school office staff is happy to answer questions about school procedures or policies or deliver a forgotten lunch. However, the school office can become very busy, especially at the beginning and end of the day. Please try to see the school office staff at other times during school or be patient if you must come into the school office during the busy times. **Student use of the school office phone is limited to school business. Arranging social schedules among students via school phone is NOT allowed.**

Special Occasions: Receiving flowers, balloon bouquets, or other gifts during school hours disrupts instruction; therefore, you will be asked to leave balloons and other gifts in the school office until after school.

Student Leadership: Student Leadership is an important part of the school program. Through representatives from each grade level, each student will have a voice in decisions about activities, social events, community service projects, maintaining a positive school spirit, a healthy school environment and many other elements of school life.

Supplies and Textbooks: Fourth through eighth grade students at Gravenstein and Hillcrest students will use Assignment Planners. The school supplies all mandatory supplies. Any family purchase of supplies is voluntary - not mandatory. Students are responsible for the condition of books assigned to them. Any student who damages textbooks or other school materials or fails to return these materials will be charged replacement costs. Unpaid bills may result in withholding of report cards, yearbooks, etc.

Tardies: It is important for students to arrive at school and to each class on time. Tardy to school or class in excess of 30 minutes or more is considered truancy after the 3rd offense. (See Truancy under Discipline Rules and Procedures or see Truancy listed below).

Technology: Agreement is on page 14

Chromebooks for all students in grades 2 through 8, a computer lab at each campus, and Windows Surface laptops are available to teachers and students at the Gravenstein and Hillcrest campuses. A Technology Use Agreement needs to be signed by students and families yearly. Some of the rules include:

Emailing and the use of social networks are not allowed at school. The inappropriate use of email or social networks that could be construed as harassment or disparagement of others (even if posted while not at school) may be dealt with through the school discipline process if it becomes an issue at school. Please read Board Policy and Administrative Regulation 6163.4 on the district website, www.grav.k12.ca.us, for further details. The school computers are to be used for school/classroom educational purposes only. Violation of the Technology Use Agreement may result in the denial of the use of computers at school.

To assist in educating the students in the appropriate use of technology:

1. Students are educated annually on Internet safety and appropriate online behavior.
2. Students are educated annually on Cyber Bullying awareness and prevention.
3. Students/Parents are required to sign a Technology Use Agreement.

Textbooks: In Language Arts, GUSD has adopted *World of Wonders* for TK and *Open Court* for grades K-5. Hillcrest has adopted *Study Sync* by McGrawHill for grades 6-8. *Harcourt (Go Math)* is the adopted Math textbook for grades Kindergarten through 8. *History Alive* is the grades 6-7-8 Social Studies/History adoption. *Harcourt* is the Social Studies adoption for grades K-5. *Glencoe Science* for grades 6-8 and *Houghton Mifflin Science* textbooks for grades Kindergarten through grade 5 were adopted during the 2007-2008 school year. All staff used professional development during the 2017-2018 school year to develop NGSS-aligned lessons at each grade level. As soon as state-approved textbooks are available, the district will begin the pilot process. We also have *Glencoe* adopted texts for Spanish instruction.

Truancy: PLEASE NOTE--**Three days of unexcused tardiness 30 minutes or more equals one truancy! Medical or family emergency reasons are generally the only excused reasons for tardiness. This is the law—not just a school rule.**

- School office staff will send a parent or guardian written notification of the school's concern about a pattern of chronic absences **or tardies**. Retention may be considered if students exceed 30 days of absence for the year.
- If absences or tardies continue, the student may be referred for a hearing before the School Attendance Review Board, the probation department, or the case may be referred to the Sonoma County District Attorney.

Vacations: Vacations are considered unexcused absences unless arrangements are made for an **Independent Study**.

Visitors and Volunteers: Hillcrest and Gravenstein Schools welcome parent visitors and volunteers. **The district's policy/administrative regulation (BP/AR 1240) volunteer policy (on the district website www.grav.k12.ca.us) includes background check and tuberculosis testing for frequent volunteers and mandatory fingerprinting for overnight chaperones.** Parents or guardians who wish to visit school must contact the principal or classroom teacher. As a matter of school safety and security, **all visitors and volunteers MUST check into the school office before going onto campus** unless the visit is to attend a group event in the gymnasium or field. **Please check the Volunteer Board Policy 1240 on the district website.**

Wellness Policy: The Gravenstein Union School District is committed to providing school environments that promote and protect children's health, well-being, and ability to learn by supporting healthy eating and physical activity. Federal law requires a wellness policy for school districts that participate in federally funded child nutrition programs. Board Policy (BP) 5030 is on our website.

Withdrawal from School: If moving to another district, the legal parent/guardian needs to withdraw the student from school. All textbooks and school materials must be returned, and, if applicable, fines for lost or damaged materials must be paid. Student CUM files will be sent directly to the next school of enrollment.

GRAVENSTEIN UNION SCHOOL DISTRICT
Internet/Technology Use Agreement 2018-2019

Purpose: This agreement outlines terms and conditions for internet use at all schools within Gravenstein Union School District. The internet is a world-wide information system used by educators, business, the government, the military and other organizations to share and exchange information. In schools and libraries, the internet can be used to educate, inform, and to entertain. As a learning resource, the internet is similar to books, magazines, videos, CD-ROM and other information sources.

Students will have access to and will increasingly use the internet to participate in learning activities, to ask questions and consult with experts, to communicate with other students and individuals and to locate material to meet their educational and personal information needs.

The Gravenstein Union School District staff will closely supervise internet use and will make every effort to preclude inappropriate material. Just as the purchase, availability and use of media materials does not indicate endorsement of their contents by school officials, neither does making electronic information available to students imply endorsement of that content.

Obligations and Responsibilities for Use of Technology and the Internet: Students are authorized to use the school's computers and online services in accordance with the terms and conditions specified below:

1. Before using the school's computers and on-line services, the student and parent/guardian shall sign this agreement, indicating that the student understands and agrees to abide by user obligations and responsibilities.
2. Computers and the Internet shall be used only for school assignments. **NO email or Social Network use is permitted for students.** Commercial, political and/or personal use of the school's system is strictly prohibited.
3. Students shall not use the school's computers or on-line services to receive or promote, nor shall they receive or promote material describing unethical practices or activity prohibited by law.
4. Students shall not use the school's computers or on-line services to receive or promote material that is threatening, obscene, disruptive or sexually explicit, or that could be considered as harassment or disparagement.
5. Copyrighted or licensed material may not be installed on the school's system without staff authorization. Students may download copyrighted material for their own educational use only.
6. Vandalism will result in the immediate cancellation of use privileges. Vandalism includes the uploading, downloading, or creating computer viruses and/or any malicious attempt to harm or destroy school equipment or materials or the files of any other user.
7. Students shall not read other users' files. They shall not interfere with the ability of other users to receive or promote material related to educational goals and objectives. They shall not attempt to read, delete, copy, modify or forge the material of other students.
8. Students shall report any problems with the school's computers or misuse of the school's computers or on-line services to their teacher and principal.

Overview:

1. **Students are educated annually on Internet safety and appropriate online behavior.**
2. **Students are educated annually on Cyber Bullying awareness and prevention.**
3. **Students/Parents are required to sign an Internet/Technology Use Agreement. Some student information includes: a. Emailing and the use of social networks are not allowed at school, b. Inappropriate use of email or social networks that could be construed as harassment or disparagement of others (even if posted while not at school) may be dealt with through the school discipline process if it becomes an issue at school. Please read Board Policy and Administrative Regulation 6163.4 on the district website, www.grav.k12.ca.us, for further details. The school computers are to be used for school and classroom educational purposes only. Violation of the Internet/Technology Use Agreement may result in the denial of the use of computers at school.**

