

BOARD MEETING NOTICE AND AGENDA

**CULVER CITY UNIFIED SCHOOL DISTRICT
Regular Meeting of the Board of Education to
“Conduct the District’s Business in Public”
CLOSED SESSION – 6:00 p.m.
OPEN SESSION – 7:00 p.m.**

**Culver City Middle School (Multi-Purpose Room)
4601 Elenda Street Culver City, CA 90230**

May 27, 2014

Persons in the audience during the meeting of the Board of Education are asked not to talk during presentations or the meeting. If conversation with another person needs to take place, please do so outside the Board Room so as not to disrupt others or the meeting. *Please make sure your cell phone is turned off or silenced at this time.*

PRESENTATIONS AND PUBLIC COMMENTS

Persons wishing to address the Board on any item on the agenda will be granted three (3) minutes at the time the item appears on the agenda. In the case of a non-agenda item, persons are invited to comment under “Public Recognition.” In the interest of time and order, presentations from the public are limited to three (3) minutes per person. The total time for non-agenda items shall not exceed twenty (20) minutes. Prior to addressing the Board, please complete a card (located on the table at the rear entrance) and give the card to the Superintendent’s Executive Assistant. Persons addressing the Board are asked to do so from the podium. Please state your name, address, and organization before making your presentation.

1. CALL TO ORDER

The meeting was called to order by _____, at _____ p.m.

Roll Call – Board of Trustees
Laura Chardiet, President
Nancy Goldberg, Vice President
Steven M. Levin, Ph.D., Clerk
Susanne Robins, Member
Katherine Paspalis, Esq., Member

2. PUBLIC COMMENT ON CLOSED SESSION ITEMS

3. RECESS TO CLOSED SESSION

3.1 Conference with Labor Negotiator (Pursuant to GC §54957.6)
Agency Designated Representatives: Leslie Lockhart, Assistant Superintendent of Human Resources; Mike Reynolds, Assistant Superintendent Business Services; David LaRose, Superintendent Employee Organizations: Culver City Federation of Teachers (CCFT); Association of Classified Employees (ACE); and Management Association of Culver City Schools (MACCS)

- 3.2 Conference with Legal Counsel – Anticipated Litigation – Significant exposure to litigation (Pursuant to subdivision (b) of GC §54956.9)
1 Potential Case
- 3.3 Public Employee Discipline/Dismissal/Release (Pursuant to GC §54957)
- 3.4 Public Appointment/Employment (Pursuant to GC §54957)
Certificated Personnel Services Report No. 17
Classified Personnel Services Report No. 17

4. ADJOURNMENT OF CLOSED SESSION

5. REGULAR MEETING – 7:00 p.m.

- 5.1 Roll Call – Board of Trustees
Laura Chardiet, President
Nancy Goldberg, Vice President
Steven M. Levin, Ph.D., Clerk
Susanne Robins, Member
Katherine Paspalis, Esq., Member

5.2 Flag Salute

6. PUBLIC ANNOUNCEMENT OF ACTIONS TAKEN BY THE BOARD IN CLOSED SESSION

7. PUBLIC HEARING

- 7.1 Local Control Accountability Plan (LCAP)
- 7.2 Textbook Adoption, Culver City High School: Language Arts Department, *Readings for Diversity and Social Justice*; and History/Social Studies Department, *Krugman's Macroeconomics for AP*
- 7.3 Culver City Unified School District (CCUSD) Initial Collective Bargaining Proposal to the Culver City Federation of Teachers (CCFT) for the 2014-2015 School Year

8. ADOPTION OF AGENDA

Recommendation is made that the agenda be adopted as submitted.
Motion by _____ Seconded by _____
Vote _____

9. CONSENT AGENDA

All matters listed under the Consent Agenda are those on which the Board has previously deliberated or that can be classified as routine items of business. An Administrative Recommendation on each item is contained in the agenda supplements. There will be no separate discussions of these items prior to the time the Board of Trustees votes on the motion unless members of the Board, staff, or public request specific items to be discussed or pulled from the Consent Items.

- 9.1 Approval is Recommended for the Minutes of Regular Meeting – May 13, 2014
- 9.2 Approval is Recommended for Purchase Orders and Warrants
- 9.3 Approval is Recommended for Acceptance of Gifts - Donations
- 9.4 Approval is Recommended for the Certificated Personnel Reports No. 17
- 9.5 Approval is Recommended for the Classified Personnel Reports No. 17
- 9.6 Approval is Recommended for the 2014-2015 Designation of California Interscholastic Federation (CIF) Representatives to the Ocean League
- 9.7 Acceptance of Enrollment Report

10. AWARDS, RECOGNITIONS AND PRESENTATIONS

- 10.1 American Citizenship Awards
- 10.2 Recognition of the Toby Rubenstein 5th Annual Chess Tournament Winners
- 10.3 Spotlight on Education – Culver City Middle School

11. PUBLIC RECOGNITION

Public recognition is the time when members of the audience may address the Board on matters not listed on the agenda. Those persons wishing to speak should complete a Speaker's Card and submit it to the Superintendent's Executive Assistant. In the interest of time and order, presentations from the public are limited to three (3) minutes per person. The total time for non-agenda items shall not exceed twenty (20) minutes. Board members will be allotted fifteen (15) minutes to comment during this portion of the agenda. The Board of Trustees may reduce the time limit(s) if there are a large number of individuals desiring to address the Board.

- 11.1 Superintendent's Report
- 11.2 Assistant Superintendents' Reports
- 11.3 Student Representatives' Reports
- 11.4 Members of the Audience
- 11.5 Members of the Board of Education

12. INFORMATION ITEMS

Information items are generally included on the agenda for two reasons: to solicit reactions from the Board and the public on matters which may require Board action at a later date; and to provide information on a wide range of matters of interest to the Board and public. Comments by the public shall be limited to three (3) minutes per person and twenty (20) minutes per agenda item unless the Board, by majority vote, agrees to extend or reduce the time.

- 12.1 Revised Administrative Regulation 5141.2, Students – Health Examinations; and New Board Policy 5141.3, Students – Health Examinations
- 12.2 First Reading of Revised Board Policy 4136/4236/4336, Non-School Employment

13. RECESS (10 Minutes)

14. **ACTION ITEMS**

This is the time of the meeting when members of the audience may address the Board on matters that are on the agenda. Those persons wishing to speak should complete a Speaker's Card and submit it to the Superintendent's Executive Assistant. Routine Board procedure on action items includes: receiving additional background information or analysis from staff; receiving comments from members of the audience; receiving additional information from the Superintendent or other resource personnel; introducing a motion on the item; taking action on the agendized item. Comments by the public will be limited to three (3) minutes per person and twenty (20) minutes per agenda item unless the Board, by majority vote, agrees to extend or reduce the time.

14.1 Superintendent's Items

- 14.1a Second Reading and Approval of Revised Board Policy 0410, Nondiscrimination in District Programs and Activities

Motion by _____ Seconded by _____ Vote _____

14.2 Education Services Items

- 14.2a Approval is Recommended for the Textbook Adoption, Culver City High School: Language Arts Department, *Reading for Diversity and Social Justice*; and History/Social Studies Department, *Krugman's Macroeconomicss for AP*

Motion by _____ Seconded by _____ Vote _____

14.3 Business Items

- 14.3a Approval is Recommended for Resolution #19/2014-2015 Approve Piggy-Back and Proposal from Class Leasing, Inc.

Motion by _____ Seconded by _____ Vote _____

- 14.3b Approval is Recommended for the Agreement with Balfour Beatty Company for Construction Services

Motion by _____ Seconded by _____ Vote _____

- 14.3c Approval is Recommended for an Addendum to the Contract with Harrington Geotechnical Engineering, Inc.

Motion by _____ Seconded by _____ Vote _____

- 14.3d Approval is Recommended for the Agreement with Balfour Beatty Company to Provide Pre-Construction Services

Motion by _____ Seconded by _____ Vote _____

14.4 Personnel Items

14.4a Approval is Recommended for the Adoption of the Culver City Unified School District Initial Collective Bargaining Proposal to the Culver City Federation of Teachers for the 2014/2015 School Year

Motion by _____ Seconded by _____ Vote _____

15. BOARD BUSINESS

15.1 Capital Projects

16. ADJOURNMENT

Motion by _____ Seconded by _____ Vote _____

REASONABLE ACCOMMODATION FOR ANY INDIVIDUAL WITH A DISABILITY. Any individual with a disability who requires reasonable accommodation to participate in a board meeting, may request assistance by contacting the Superintendent's Office at 4034 Irving Place, Culver City, CA 90232. Phone Number: (310)842-4220 Fax Number: (310)842-4205

FUTURE MEETINGS

June 10- 7:00 p.m. - Regular Public Meeting (6:00 p.m. Closed Session), District Office, Board Room, 4034 Irving Place
June 24- 7:00 p.m. - Regular Public Meeting, (6:00 p.m. Closed Session), City Hall, Mike Balkman Chambers, 9770 Culver Bl.

NOTE: The CCUSD TIP Hotline is (310) 535-2590. Culver City Unified School District meetings are regularly scheduled for the second and fourth Tuesdays of every month. Public records related to the public session agenda, that are distributed to the Governing Board less than 72 hours before a regular meeting, may be inspected by the public at the District Office, 4034 Irving Place in Culver City during regular business hours (8:00 a.m. to 4:30 p.m.) A complete agenda is available for review in each school office and also available for pickup at the District Office. Visit the Culver City Unified School District Website at www.ccusd.org. Each school office has a suggestion box. We look forward to receiving your comments and suggestions.

**BOARD REPORT
PUBLIC HEARING**

**5/27/14
7.1**

7.1 Local Control Accountability Plan (LCAP)

The Local Control and Accountability Plan (LCAP) provides details regarding the local educational agency (LEA) actions to support pupil outcomes and overall performance pursuant to Education Code sections 52060, 52066, 47605, 47605.5, and 47606.5.

The LCAP is presented for the purpose of public discussion and comment.

**BOARD REPORT
PUBLIC HEARING**

5/27/14

7.2

7.2 Textbook Adoption for Culver City High School: Language Arts Department, *Readings for Diversity and Social Justice*; and History/Social Studies Department, *Krugman's Macroeconomics for AP*

The Board of Education will receive public input regarding Textbook Adoption for Culver City High School: Language Arts Department, *Readings for Diversity and Social Justice*; and History/Social Studies Department, *Krugman's Macroeconomics for AP*

These textbooks have been on display for public viewing for a minimum of 10 days.

5/27/14
7.3

BOARD REPORT

7.3 Culver City Unified School District (CCUSD) Initial Collective Bargaining Proposal to the Culver City Federation of Teachers (CCFT) for the 2014-2015 School Year

The 2014/2015 Initial Collective Bargaining Proposal from the Culver City Unified School District (CCUSD) has been presented to the Culver City Federation of Teachers (CCFT) for the 2014-2015 school year. Pursuant to Government Code §3547, this proposal is presented for the purpose of public discussion and comment.

Culver City Unified School District

Board/District Interests

2014-15 Negotiations

May 14, 2014

The Culver City Unified School District Governing Board hereby submits its proposal for the 2014-15 negotiations with the Culver City Federation of Teachers (CCFT), and proposes to maintain the provisions of the current certificated collective bargaining agreement. The following Governing Board will explore the following interests:

Article 32: Wages

- Continue to make progress on our shared goal of reaching the median salary in Los Angeles County over the next 4 years.

Article 31: Health and Welfare:

- Explore immediate investments to offset the dramatic increases in healthcare costs for all employees.

Article 25: Hours of Work

- Develop a shared equitable vision and system-wide model which will provide time for collaboration, professional development and timely, targeted student interventions.

Submitted by: Leslie Lockhart
Assistant Superintendent – Human Resources

**CULVER CITY UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION
UNADOPTED MINUTES**

Meeting:	<u>Regular Meeting</u>	Date:	<u>May 13, 2014</u>
Place:	<u>Farragut Elementary School (Cafetorium) 10820 Farragut Drive Culver City 90230</u>	Time:	<u>6:00 p.m. – Public Meeting 6:01 p.m. – Closed Session 7:00 p.m. – Public Meeting</u>

Board Members Present

Laura Chardiet, President
Nancy Goldberg, Vice President
Steven M. Levin, Ph.D., Clerk
Susanne Robins, Member
Katherine Paspalis, Esq., Member

Staff Members Present

David LaRose, Superintendent
Kati Krumpe
Leslie Lockhart
Mike Reynolds

Call to Order

Board President Ms. Chardiet called the meeting of the Culver City Unified School District Board of Education to order at 6:00 p.m. The Board adjourned to Closed Session at 6:01 p.m. and reconvened the public meeting at 7:13 p.m. with all Board members in attendance. Audrey Stephens, Director of the Office of Child Development and a few of her students led the Pledge of Allegiance.

Report from Closed Session

Ms. Chardiet reported that the Governing Board met in Closed Session regarding issues listed on today's Closed Session agenda and announced that no reportable actions were taken.

7. Public Hearing

7.1 Culver City Federation of Teachers (CCFT) Initial Collective Bargaining Proposal to the Culver City Unified School District (CCUSD) for the 2014/2015 School Year

Ms. Chardiet opened the Public Hearing at 7:19 p.m. David Mielke, President of the California City Federation of Teachers presented the Proposal the Board for the 2014/2015 school year. Mr. Mielke commented on what the norm has been for presenting proposals in the past, and that it was nice to be negotiating on the 2014/2015 year. He stated that the District has even asked to begin bargaining for the year after next also. Mr. Mielke provided a summary of what was stated in the Proposal which is as follow: 1) He does not know if the pay is at the median yet, but feels that it is nice that the Board and the union have a shared goal; 2) Mr. Mielke also thinks that there should be disability insurance for all staff members. 3) Intervention when necessary to help the students. This would be possible with a modified schedule; 4) Adding the R.O.P. staff members to the CCFT unit. They are in an awkward space being that they are full time with the District, but are paid by LACOE; 5) Discussion of the salary schedule stops. With no additional comments or questions from the public Ms. Chardiet closed the Public Hearing at 7:21 p.m.

8. Adoption of Agenda

It was moved by Ms. Paspalis and seconded by Mr. Levin that the Board adopt the May 13, 2014 agenda as presented. The motion was unanimously approved with a vote of 5 – Ayes from Ms. Chardiet, Ms. Goldberg, Dr. Levin, Ms. Paspalis, and Ms. Robins; and 0 – Nays.

9. Consent Agenda

Ms. Chardiet called the Consent Agenda and asked if any member of the audience or the Board wished to withdraw any item. There were no items withdrawn. It was moved by Ms. Robins and seconded by Ms. Paspalis to approve Consent Agenda Items 9.1 to 9.10 as presented. The motion was unanimously approved with a vote of 5 – Ayes from Ms. Chardiet, Ms. Goldberg, Dr. Levin, Ms. Paspalis, and Ms. Robins; and 0 – Nays.

- 9.1 Minutes of Regular Meeting – April 22, 2014
- 9.2 Purchase Orders
- 9.3 Acceptance of Gifts – Donations
- 9.4 Certificated Personnel Reports No. 16
- 9.5 Classified Personnel Reports No. 16
- 9.6 CCHS Teacher and Students to Tour Colleges and Universities, March 22-28, 2015
- 9.7 Baseball Scoreboard Donation
- 9.8 Enrollment Report
- 9.9 Compensation Report of the Members of the Board of Education
- 9.10 CCHS Teachers and Students to Tour Ecuador and the Galapagos Islands, Summer 2016

10. Awards, Recognitions and Presentations

10.1 CCUSD – Power if US Recognition

Ms. Lockhart introduced Mike Reynolds, Assistant Superintendent of Business Services, who has working closed with the Environmental Sustainability Committee members who were being recognized. Mr. Reynolds informed the Board and the audience of the projects that the Committee has worked on, and how the committed so much of their time and energy to the school sites. They have made our students, parents, and community more environmentally aware and responsible. He recognized all the members and gave them certificates and the Board members handed out certificates and Power of Us t-shirts.

Also recognized were the members of the Culver Needs Committee. Mr. LaRose introduced Mr. Drew Sotelo, Director of Family Services. Mr. Sotelo introduced members of the Committee which is comprised of community members and staff. Members include, Mr. Sotelo, Leslie Adler, Janet and Jerry Chabola, Leslie Gardner, Marion Serra, Jamie Wallace, Marc Weiss and Jeanine Lizotte. Mr. LaRose explained that the Committee assists the families of our students that are going through difficult times. The committee has assisted families that are displaced and helped them to find housing; assisted with their medical needs, and has provided other assistance. So far they have helped fifty families. Members of the Committee also received certificates and t-shirts.

Ms. Lockhart stated that the awards/certificates are for community members and staff that are going beyond the call of duty to assist our students.

10.1 Spotlight on Education - Office of Child Development

Ms. Stephens, Director of the Office of Child Development, spoke about the Professional Learning Communities (PLCs) that have been established at the site. Ms. Stephens and her staff thought that they had been teaching at a high level, and then they realized that they could teach at an even higher level. She discussed how she and staff discussed how they could be more intentional about the processes and looked at the four questions that have been the focus in the District. They have been focused on their Pre-K math. Ms. Stephens spoke about what they have been doing to work with the Pre-K students on math. Ms. Stephens had students do a math presentation in a game show format and included Mr. LaRose. After the presentation she thanked Mr. Luis Chris Rios who developed that Pre-K math assessment tool. Ms. Stephens also thanked Ms. Lupe Aguilar, the Pre-School Instructional Staff, and the before and after school staff for all their hard work and dedication.

11. Public Recognition

11.1 Superintendent's Report

Mr. LaRose started off his report by acknowledging the incredible team that he has in the Assistant Superintendents. He stated that it is Staff Appreciation Week and that we have dedicated staff at all of the school sites. He is grateful for all that they do. Mr. LaRose acknowledged the staff at the District Office also. He stated that the District Office is a service oriented environment and staff works hard everyday to help the sites, parents, and the community. Mr. LaRose also extended commendations to his Executive Assistant Rebecca Williams for her service to him, the Board, and to the community.

Mr. LaRose also announced that the District has an upcoming celebration. The state-wide awards will be taking place on June 5, 2014. Linwood Howe Elementary will receive a Title I Academic Award; and La Ballona will receive the California Distinguished School Award.

11.2 Assistant Superintendents' Reports

Dr. Krumpe reported on her completion that she has finished the public meetings regarding the new Common Core Standards at all of the elementary schools. She also provided an update on the Common Core K-8 writing program. Dr. Krumpe gave commendations to the Farragut staff who suggested having a more convenient time for professional development. There has been a lot of great feedback from staff on how to further implementation of the new standards. She spoke about the teachers that are participating in the opt-in training for additional professional development.

Mrs. Lockhart stated that she looks forward to bringing the District's bargaining proposal to the next meeting. She also updated the Board on the intensive training that will take place next year for the substitute teachers.

Mr. Reynolds informed the Board that part of the new local control funding formula states that there needs to be a public hearing one day prior to a regular meeting. The public hearing will take place on June 23rd for the budget. He mentioned that later in the meeting there is a report on Safe Routes to School. Jim Shanman of Culver City Safe Routes Program and John Rivera from the City are available to answer any questions. Mr. Reynolds stated that he attended the Sharefest at the High School last week. The students painted parts of the High School and there were also many volunteers. They were treated to a barbeque lunch afterwards.

11.3 Student Representatives' Reports

Middle School Student Representative

Natalya Tapia, Culver City Middle School Student Representative, was not present. Since she was unable to attend the meeting, Rim Besserat attended and reported on activities at Culver City Middle School. She reported on activities taking place over the next five weeks. Activities include a Knott's Berry Farm trip for six and seventh graders; the eighth grade Grad Night; eighth grade Formal; and the ongoing success of the Backpack Program.

Culver Park Student Representative

Wendy Mendoza, Culver Park High School Student Representative, was not present.

Culver City High School Student Representative/Student Board Member

Roy Gonzalez, Student Board Member, reported on activities at Culver City High School, including students being in the middle of AP testing. He stated that so far there have been six AP tests. He stated that the Boys Volleyball were champs of the Ocean League. Tonight was the first CIF game; and softball and baseball will face Santa Monica. The College and Career Center has had many people in different career fields come in to speak to students. Mr. Gonzalez reported that the new ASB representatives have been chosen. Nick Guthman has been working on recycling at the High School and the Green Thumbs Club has been very effective. Grad Night is coming up this weekend.

11.4 Members of the Audience

Members of the audience spoke about:

- Ben Knight spoke about the salary steps. He stated that they weren't able to get Step 3 raises last year.

11.5 Members of the Board

Board Members spoke about:

- Dr. Levin stated that he attended two meetings that Dr. Krumpe had organized regarding the LCAP. He said that one parent showed up at one of the meetings, which was very disappointing. He is hoping that the lack of attendance meant that people have been present at other meetings and have already had all of their questions answered, and provided their input. Dr. Levin is hoping that the

community takes advantage of these opportunities to meet and ask questions or provide input and not wait until the last minute.

- Ms. Goldberg stated that she spent a nice evening at Seussical the Musical. She has not been to too many of the school sites lately because she has been training to become a Docent at the Getty Museum. She stated that she also had a great Mother's Day.
- Ms. Robins thanked Ms. Stephens for a great presentation. She agreed with Dr. Levin that the attendance at the Public Information meetings set by Dr. Krumpke was rather disappointing. She attended many of the events in the District such as the Tribute to the Stars, the HSA, and Seussical the Musical which were all great. She was pleased to see the new curtains at the High School. Ms. Robins announced that the Community Closet is taking donations for students to attend Prom. She will be attending the LACSTA meeting on May 29th and informed the Board that they will be taking a vote at the meeting for new Chairs. The Board agreed that the trust Ms. Robins to vote on their behalf. Ms. Robins stated that she previously brought up AB1764. She would like the Board to endorse it but she does not think that a formal Resolution is needed. There was a Board consensus to have staff draft a letter for signature.
- Ms. Paspalis announced that the LaCrosse team won league championships for the first time. She congratulated Coach Casey Chabola. She also announced that the Boy's Volleyball are league champions. Ms. Paspalis attended the HSA Awards event and she was humbled to receive one of the awards. She announced that Leslie Lockhart and Audrey Stephens also received an award, and the Tribute to the Stars was great this year.
- Ms. Chardiet extended congratulations to La Ballona and Linwood Howe Elementary Schools, and the Adult School for their upcoming honors. She thanked her fellow Board members and staff for their participation at the HSA event. She realizes that these events may seem small to some but they really do encourage a sense of community with everyone working together to put on the event. Ms. Chardiet attended Seussical the Musical and thought it was very impressive. She thanked the Superintendent and Assistant Superintendents for all of their hard work in these "revolutionary times" with trying to pass a bond, the capital improvement, implementing the new standards, and other big projects in the District happening simultaneously. Ms. Chardiet also wanted to make it clear that if the bond measure passes it will benefit all of the schools.

12. Information Items

12.1 First Reading of Revised Board Policy 0410, Nondiscrimination in District Programs and Activities

Mr. LaRose presented the Board Policy to Board members. After little discussion Ms. Paspalis stated that she would give her corrections to Ms. Williams. There a repeated sentence on page (a) which will be deleted. The Policy will be brought back to the next meeting for approval.

12.2 First Reading of Administrative Regulation 3553 – Free and Reduced-Priced Meals

There was a small revision of adding a comma. The Administrative Regulation will be brought back for approval.

12.3 City of Culver City Safe Routes to School Program

John Rivera from the City of Culver City and one of the coordinators of the program briefly spoke about Safe Routes to School introduced Jim Shanman. Mr. Shanman showed a Power Point presentation that included the history of the program which was originated in 1997. He stated that Culver City has two programs in place which are the infrastructure and the non-infrastructure. He then spoke about the benefits of the program, what has been so far, and showed pictures of the school sites participating. Dr. Levin stated that it sounded as if Mr. Shanman stated that in Copenhagen they had a sixty percent drop in mortality rates with children from car accidents when they implemented the program. If Culver City saw a six percent drop that would be huge asset. Janet Chabola stated that there should be a training component for the Crossing Guards. Mr. Shanman stated that Culver City Police Department trains the Crossing Guards but that there is a training component in the Safe Routes to School program.

12.4 Capital Projects Update

Mike Reynolds, Assistant Superintendent of Business Services, provided a list of the identified objectives of the summer projects for the District. He explained the role of Measure CC in the District's summer projects. There are specific projects that will take place this summer regardless of the outcome of Measure CC. If the bond is successful, then the general fund will be reimbursed from the bond proceeds for the majority of the summer projects. Board members discussed the projects briefly. Dr. Levin suggested having a schedule for criteria, the projects getting worked on, etc. that the Board could see at the meetings to keep track of timelines and progress of the projects. Ms. Chardiet stated that she would also like to see an example. Jerry Chabola commented on items at Linwood Howe that he did not see addressed on the list of projects such as the yard/blacktop needing work, and the air conditioning needing repair in the classroom he visited.

12.5 Local Control Accountability Plan (LCAP) Presentation

Dr. Krumpke, Assistant Superintendent for Educational Services, provided an update on the LCAP which included finalization of the plan.

13. Recess

The Board recessed at 8:40 p.m. and reconvened at 8:50 p.m.

14. Action Items**14.1 Superintendent's Items****14.1a Waiver of Board Bylaw 9320, Meetings and Schedule of Proposed Meeting Dates**

It was moved by Ms. Goldberg and seconded by Ms. Paspalis that the Board approve the Waiver of Board Bylaw 9320, Meetings and Schedule of Proposed Meeting Dates as presented. Ms. Paspalis inquired as to why the calendar was configured the way it was being that school is beginning in August. Mr. LaRose informed Ms. Paspalis that the calendar is brought to the Board Meeting for exactly the purpose of input into the calendar. Ms. Williams proceeded to explain why the chosen dates were cancelled and that a Special Meeting could be called in August if needed. Ms. Williams stated that she had discussed the issue with staff in Human Resources and Business and it was okay to do, and that the schedule was a little cleaner having the month of August off instead of splitting up the months like the year prior where the only July meeting was cancelled. Ms. Paspalis stated that her kids are starting school explained why she disagreed with the suggestion. Mr. Levin stated that during the summer last year there were several weeks without a meeting and agreed that the July 22nd and August 12th meetings should be cancelled; and the August 26th meeting should be reinstated. Ms. Chardiet amended the original motion to state that the Board of Education waive Bylaws of the Board 9320, Meetings, for the purpose of canceling the regularly scheduled meetings of July 22nd and August 12th; and reinstate the August 26th meeting. The motion was unanimously approved with a vote of 5 – Ayes from Ms. Chardiet, Ms. Goldberg, Dr. Levin, Ms. Paspalis, and Ms. Robins; and 0 – Nays.

14.2 Education Services Items**14.2a Second Reading and Approval of Revised Board Policy 6020, Instruction – Parent Involvement; and New Administrative Regulation 6020, Instruction – Parent Involvement**

It was moved by Ms. Robins and seconded by Dr. Levin that the Board approve the Revised Board Policy 6020, Instruction – Parent Involvement; and New Administrative Regulation, Instruction – Parent Involvement as presented. The motion was unanimously approved with a vote of 5 – Ayes from Ms. Chardiet, Ms. Goldberg, Dr. Levin, Ms. Paspalis, and Ms. Robins; and 0 – Nays.

14.3 Business Services Items**14.3a Approval is Recommended for the Proposal from Southern Bleacher Company**

It was moved by Dr. Levin and seconded by Ms. Paspalis that the Board approve the Proposal from Southern Bleacher Company as presented. The motion was unanimously approved with a vote of 5 – Ayes from Ms. Chardiet, Ms. Goldberg, Dr. Levin, Ms. Paspalis, and Ms. Robins; and 0 – Nays.

14.3b Approval is Recommended to Ratify Agreement with A.T.A.C.

It was moved by Ms. Robins and seconded by Ms. Goldberg that the Board approve Ratifying the Agreement with A.T.A.C. as presented. The motion was unanimously approved with a vote of 5 – Ayes from Ms. Chardiet, Ms. Goldberg, Dr. Levin, Ms. Paspalis, and Ms. Robins; and 0 – Nays. Ms. Robins asked that the Minutes reflect that this item did go out to bid.

14.3c Approval is Recommended for Year-End Appropriation Transfers

It was moved by Ms. Paspalis and seconded by Ms. Goldberg that the Board approve the Year-End Appropriation Transfers as presented. The motion was unanimously approved with a vote of 5 – Ayes from Ms. Chardiet, Ms. Goldberg, Dr. Levin, Ms. Paspalis, and Ms. Robins; and 0 – Nays.

14.4 Personnel Items

14.4a Second Reading and Approval of Revised Board Policy/Administrative Regulation 4113, Assignment

It was moved by Dr. Levin and seconded by Ms. Goldberg that the Board approve Revised Board Policy/Administrative Regulation 4113, Assignment as presented. The motion was unanimously approved with a vote of 5 – Ayes from Ms. Chardiet, Ms. Goldberg, Dr. Levin, Ms. Paspalis, and Ms. Robins; and 0 – Nays.

15. Board Business - None

Adjournment

There being no further business, it was moved by Ms. Robins, seconded by Ms. Goldberg and unanimously approved to adjourn the meeting with a vote of 5 – Ayes from Ms. Chardiet, Ms. Goldberg, Dr. Levin, Ms. Paspalis, and Ms. Robins; and 0 – Nays. Board President Ms. Chardiet adjourned the meeting at 9:30 p.m.

Approved: _____
Board President

Superintendent

On: _____
Date

Secretary

9.2 PURCHASE ORDERS AND WARRANTS

The attached purchase order list and warrants report are submitted to the Board of Education for ratification. No other purchase orders have been issued other than those previously approved or included in the attached list.

The intent of this report is to provide the Board of Education and the community with more definitive information relative to purchasing and disbursement of monies by fund and account.

Purchase order grand total from May 4, 2014 through May 17, 2014 is \$124,823.70. Warrants issued for the period April 11, 2014 through May 13, 2014 total \$7,641,891.66. This includes \$3,656,314.00 in commercial warrants, and \$3,985,577.66 in payroll warrants.

BUDGET NUMBER LEGEND FOR FUNDS

- 01.0 general fund
- 01.7 tri-city selpa fund
- 11.0 adult education fund
- 12.0 child development fund
- 13.0 cafeteria fund
- 14.0 deferred maintenance fund
- 21.0 building fund
- 25.0 capital facilities fund
- 40.0 redevelopment
- 76.0 warrant pass-through fund
- 96.0 general fixed asset account

RECOMMENDED MOTION: That purchase orders from May 4, 2014 through May 17, 2014 in the amount of \$124,823.70 and warrants for April 11, 2014 through May 13, 2014 in the amount of \$7,641,891.66 be ratified by the Board of Education.

Moved by:

Seconded by:

Vote:

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5/4/2014 To 5/17/2014

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 District: 64444

Purchase Orders/Buyouts To The Board for Ratification From :
 Purchase Orders/Buyouts in Excess of \$1.00 To Be Ratified

PO Date	PO #	Stat	Ord#	Date	Vendor Name	Description	Dept/Site	Fund	Res.Prj	Goal	Funct	Obj	Sch/Loc	BP	Distrib	Amount	PO Amt
05/06/14	61101M	C		05/06/2014	JB BACKHOE SERVICE	REPAIRS - OTHER	Maintenance	01.0	81500.0	00000	81100	5630	0005040	13-14		1,259.00	1,259.00
						05/06/2014	61101M	JB BACKHOE SERVICE								1,259.00	
05/06/14	61107M	A		05/07/2014	GREEN JEWELL	JANITORIAL SUPP/EQUIP	Custodians	01.0	00000.0	00000	82000	4370	0005042	13-14		1,574.17	1,574.17
						05/06/2014	61107M	GREEN JEWELL								1,574.17	
05/06/14	61109M	A		05/06/2014	TOURCOACH CHARTER & TOURS	TRANSPORTATION SUPP/EQUIP/SERV	Operations	01.0	00000.0	00000	36000	5871	0005041	13-14		601.50	601.50
						05/06/2014	61109M	TOURCOACH CHARTER & TOURS								601.50	
05/13/14	61110M	A		05/13/2014	FAST DEER BUS CHARTER, INC.	TRANSPORTATION SUPP/EQUIP/SERV	Operations	01.0	00000.0	00000	36000	5871	0005041	13-14		2,672.54	2,672.54
						05/13/2014	61110M	FAST DEER BUS CHARTER, INC.								2,672.54	
05/13/14	61111M	A		05/13/2014	FAST DEER BUS CHARTER, INC.	TRANSPORTATION SUPP/EQUIP/SERV	Operations	01.0	00000.0	00000	36000	5871	0005041	13-14		1,114.21	1,114.21
						05/13/2014	61111M	FAST DEER BUS CHARTER, INC.								1,114.21	
05/15/14	61225EF	A		05/15/2014	CDW-G	COMPUTER SUPP/EQUIP	La Ballona Elementary	01.0	90127.0	11100	10000	4410	2060000	13-14		1,320.16	1,320.16
						05/15/2014	61225EF	CDW-G								1,320.16	
05/15/14	61226EF	A		05/15/2014	TROXELL COMMUNICATIONS	AUDIOVISUAL SUPP/EQUIP	La Ballona Elementary	01.0	90127.0	11100	10000	4410	2060000	13-14		3,488.67	3,488.67
						05/15/2014	61226EF	TROXELL COMMUNICATIONS								3,488.67	
05/07/14	62601	A		05/07/2014	KIDS IN MOTION PEDIATRIC THERAPY	NONPUBLIC SCHOOLS SERVICE	Special Education	01.0	65000.0	57500	11800	5880	0004040	13-14		3,638.00	3,638.00
						05/07/2014	62601	KIDS IN MOTION PEDIATRIC THERAPY								3,638.00	
05/16/14	62797	A		05/16/2014	AMAZON.COM	INSTRUCTIONAL SUPPLIES	Culver City Middle School	01.0	31850.0	11100	10000	4310	3010000	13-14		443.85	443.85
						05/16/2014	62797	AMAZON.COM								443.85	

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Purchase Orders/Buyouts To The Board for Ratification From :
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PO Date	PO #	Stat	Ord#	Date	Vendor Name	Description	Dept/Site	Fund	Res.Prj	Goal	Funct	Obj	Sch/Loc	BP	Distrib	Amount	PO Amt
05/13/14	62803	A		05/13/2014	AMAZON.COM	BOOKS	Linwood Howe Elementary 62803	01.0	31850.0	11100	10000	4210	2020000	13-14		278.58	
					AMAZON.COM	05/13/2014										278.58	
05/06/14	62822	A		05/06/2014	BIO CORPORATION	INSTRUCTIONAL SUPPLIES	Culver City High School 62822	01.0	07395.0	11100	10000	4310	4010000	13-14		1,026.09	
					BIO CORPORATION	05/06/2014										1,026.09	
05/06/14	62823	A		05/06/2014	LAKESHORE	INSTRUCTIONAL SUPPLIES	Farragut Elementary 62823	01.0	31850.0	11100	10000	4310	2050000	13-14		3,822.52	
					LAKESHORE	05/06/2014										3,822.52	
05/07/14	62824	A		05/07/2014	WARD'S NATURAL SCIENCE	INSTRUCTIONAL SUPPLIES	Culver City High School 62824	01.0	07395.0	11100	10000	4310	4010000	13-14		481.48	
					WARD'S NATURAL SCIENCE ESTABLISHMENT LLC	05/07/2014										481.48	
05/07/14	62830	A		05/07/2014	FISHER SCIENCE EDUCATION	INSTRUCTIONAL SUPPLIES	Culver City High School 62830	01.0	07395.0	11100	10000	4310	4010000	13-14		1,790.56	
					FISHER SCIENCE EDUCATION	05/07/2014										1,790.56	
05/06/14	62831	A		05/06/2014	FLINN SCIENTIFIC, INC.	INSTRUCTIONAL SUPPLIES	Culver City High School 62831	01.0	07395.0	11100	10000	4310	4010000	13-14		565.67	
					FLINN SCIENTIFIC, INC.	05/06/2014										565.67	
05/06/14	62832	A		05/06/2014	FLINN SCIENTIFIC, INC.	INSTRUCTIONAL SUPPLIES	Culver City High School 62832	01.0	07395.0	11100	10000	4310	4010000	13-14		305.95	
					FLINN SCIENTIFIC, INC.	05/06/2014										305.95	
05/06/14	62833	A		05/06/2014	FLINN SCIENTIFIC, INC.	INSTRUCTIONAL SUPPLIES	Culver City High School 62833	01.0	07395.0	11100	10000	4310	4010000	13-14		279.65	
					FLINN SCIENTIFIC, INC.	05/06/2014										279.65	
05/08/14	62834	A		05/08/2014	FLINN SCIENTIFIC, INC.	INSTRUCTIONAL SUPPLIES	Culver City High School 62834	01.0	07395.0	11100	10000	4310	4010000	13-14		941.21	
					FLINN SCIENTIFIC, INC.	05/08/2014										941.21	

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District: **64444**
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Purchase Orders/Buyouts in Excess of \$1.00 To Be Ratified

PO Date	PO #	Stat	Ord#	Date	Vendor Name	Description	Dept/Site	Fund	Res.Prj	Goal	Funct	Obj	Sch/Loc	BP	Distrib	Amount	PO Amt
05/09/14	62835	A	05/09/2014	05/09/2014	CAROLINA BIOLOGICAL SUPPLY	INSTRUCTIONAL SUPPLIES 05/09/2014	Culver City High School 62835	01.0	07395.0	11100	10000	4310	4010000	13-14		1,361.04	1,361.04
05/06/14	62836	A	05/06/2014	05/06/2014	BIO CORPORATION	INSTRUCTIONAL SUPPLIES 05/06/2014	Culver City High School 62836	01.0	07395.0	11100	10000	4310	4010000	13-14		1,762.98	1,762.98
05/06/14	62839	C	05/06/2014	05/06/2014	CHRISTY WHITE ACCOUNTANCY	AUDIT SERVICES 05/06/2014	Fiscal Services 62839	01.0	00000.0	00000	73000	5820	0005010	13-14		3,764.50	3,764.50
05/09/14	62841	A	05/09/2014	05/09/2014	CDW-G	COMPUTER SUPP/EQUIP 05/09/2014	Technology 62841	01.0	00000.0	00000	77000	4350	0005020	13-14		695.49	695.49
05/08/14	62842	C	05/08/2014	05/08/2014	JEFF A. STEVENS	REPAIRS - OTHER 05/08/2014	Special Projects 62842	01.0	90126.0	00000	21000	5630	0004030	13-14		710.00	710.00
05/08/14	62843	A	05/08/2014	05/08/2014	BENCHMARK EDUCATION	INSTRUCTIONAL SUPPLIES 05/08/2014	Special Projects 62843	01.0	56200.0	11100	10000	4310	0004030	13-14		936.88	936.88
05/08/14	62844	A	05/08/2014	05/08/2014	REGENCY LIGHTING	JANITORIAL SUPP/EQUIP 05/08/2014	Adult School 62844	11.0	06390.0	41100	81000	4370	0000010	13-14		200.00	200.00
05/08/14	62845	A	05/08/2014	05/08/2014	NATIONAL GEOGRAPHIC	INSTRUCTIONAL SUPPLIES 05/08/2014	Special Projects 62845	01.0	56200.0	11100	10000	4310	0004030	13-14		1,543.94	1,543.94
05/09/14	62846	C	05/09/2014	05/09/2014	GRETA BINKLEY	INSTRUCTIONAL SUPPLIES 05/09/2014	OT and APE 62846	01.0	56400.0	50010	11360	4310	0004025	13-14		73.91	73.91
05/09/14	62847	C	05/09/2014	05/09/2014	SANTA MONICA PLAYHOUSE	FIELD TRIPS	Linwood Howe Elementary	01.0	91400.0	11100	10000	5816	2020000	13-14		795.00	795.00

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PO Date	PO #	Stat	Ord#	Date	Vendor Name	Change	Description	Dept/Site	Fund	Res.Prj	Goal	Funct	Obj	Sch/Loc	BP	Distrib	Amount	PO Amt	
05/09/14	62848	C		05/09/2014	AVID CENTER		MEMBERSHIPS	Culver City Middle School	01.0	00000.0	11100	10000	5310	3010000	13-14		3,485.00		
05/09/2014																			795.00
05/09/2014																			
05/09/2014	62848				AVID CENTER														6,970.00
05/09/14	62849	A		05/09/2014	BENCHMARK EDUCATION		BOOKS	EI Marino Language	01.0	31850.0	11100	10000	4210	2030000	13-14		2,742.53		
05/09/2014																			2,742.53
05/09/2014																			
05/09/14	62850	C		05/09/2014	CONTROLTEC, INC		CONTRACTED SERVICES	Office of Child Development	12.0	50253.0	85000	27000	5810	0000002	13-14		1,140.00		
05/09/2014																			1,140.00
05/09/2014																			
05/09/14	62851	A		05/09/2014	LASERCARE		COMPUTER SUPP/EQUIP	Culver City High School	01.0	07395.0	00000	27000	4410	4010000	13-14		445.02		
05/09/2014																			445.02
05/09/2014																			
05/09/14	62852	A		05/09/2014	LOS ANGELES ZOO AND BOTANICAL		FIELD TRIPS	Office of Child Development	12.0	50250.0	85000	10000	5816	0000002	13-14		817.50		
05/09/2014																			817.50
05/09/2014																			
05/09/2014																			1,635.00
05/09/14	62853	A		05/09/2014	SEASIDE LAGOON		FIELD TRIPS	Office of Child Development	12.0	50250.0	85000	10000	5816	0000002	13-14		270.00		
05/09/2014																			270.00
05/09/2014																			
05/09/2014																			540.00
05/12/14	62855	C		05/12/2014	LA SERNA HIGH SCHOOL		CONFERENCE AND TRAVEL	Culver City High School	01.0	07395.0	11100	10000	5220	4010000	13-14		450.00		
05/12/2014																			450.00
05/12/2014																			
05/12/14	62856	C		05/12/2014	CLAREMONT USD - BTSA CLUSTER 4		CONFERENCE AND TRAVEL	Educational Services	01.0	07392.0	00000	11100	5220	0004000	13-14		75.00		
05/12/2014																			75.00

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District: **64444**
Purchase Orders/Buyouts To The Board for Ratification From : **5/4/2014 To 5/17/2014**
Purchase Orders/Buyouts in Excess of \$1.00 To Be Ratified

PO Date	PO #	Stat	Ord#	Date	Vendor Name	Description	Dept/Site	Fund	Res.Pj	Goal	Funct	Obj	Sch/Loc	BP	Amount	PO Amt
05/12/2014							62856	CLAREMONT USD - BTSA CLUSTER 4							75.00	
05/12/14	62857	C		05/12/2014	PACIFIC AP INSTITUTE	CONFERENCE AND TRAVEL	Culver City High School 62857	01.0	90134.0	11100	10000	5220	4010000	13-14	1,145.00	
05/12/2014							62857	PACIFIC AP INSTITUTE							1,145.00	
05/13/14	62858	A		05/13/2014	M.I.N.D. RESEARCH INSTITUTE	SOFTWARE	El Marino Language 62858	01.0	07395.0	11100	10000	4340	2030000	13-14	3,799.95	
05/13/2014							62858	M.I.N.D. RESEARCH INSTITUTE							3,799.95	
05/13/14	62859	A		05/13/2014	THERAPY IN ACTION	CONTRACT SERVICES RENDERED	Special Education 62859	01.0	65000.0	57520	11360	5810	0004040	13-14	492.50	
05/13/2014							62859	THERAPY IN ACTION							492.50	
05/13/14	62860	A		05/13/2014	CDW-G	INSTRUCTIONAL SUPPLIES	Business Services 62860	01.0	00000.0	00000	81001	4310	0005000	13-14	2,223.29	
05/13/2014							62860	CDW-G							2,223.29	
05/13/14	62861	A		05/13/2014	AMAZON.COM	BOOKS	El Marino Language 62861	01.0	07395.0	11100	10000	4310	2030000	13-14	149.80	
05/13/2014							62861	AMAZON.COM							149.80	
05/13/14	62862	A		05/13/2014	HILLYARD	JANITORIAL SUPP/EQUIP	Farragut 62862	01.0	00000.0	00000	81000	4370	2050001	13-14	53.55	
05/13/2014							62862	HILLYARD							53.55	
05/13/14	62863	A		05/13/2014	LAKESHORE WLA	INSTRUCTIONAL SUPPLIES	Special Education 62863	01.0	33100.0	57300	11100	4310	0004040	13-14	89.74	
05/13/2014							62863	LAKESHORE WLA							89.74	
05/15/14	62864	A		05/15/2014	CDW-G	COMPUTER SUPP/EQUIP	El Rincon Elementary 62864	01.0	30100.0	11100	10000	4410	2040000	13-14	3,328.94	
05/15/2014							62864	CDW-G							3,328.94	
05/15/14	62865	A		05/15/2014	CDW-G	COMPUTER SUPP/EQUIP	El Rincon Elementary 62865	01.0	30100.0	11100	10000	4410	2040000	13-14	14,376.63	
05/15/2014							62865	CDW-G							14,376.63	

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PO Date	PO #	Stat	Ord#	Date	Vendor Name	Description	Dept/Site	Fund	Res.Prj	Goal	Funct	Obj	Sch/Loc	BP	Amount	PO Amt
05/15/2014	62865						62865	CDW-G							14,376.63	
05/15/14	62866	A	05/15/2014	05/15/2014	SUNBURST DIGITAL, INC.	SOFTWARE	EIRincon Elementary 62866	01.0	07395.0	11100	10000	4340	2040000	13-14	1,094.95	
05/15/2014	62866						62866	SUNBURST DIGITAL, INC.							1,094.95	
05/15/14	62867	A	05/15/2014	05/15/2014	CTB/MCGRAW-HILL	INSTRUCTIONAL SUPPLIES	Special Projects 62867	01.0	00209.0	11100	10000	4310	0004030	13-14	481.80	
05/15/2014	62867						62867	CTB/MCGRAW-HILL							481.80	
05/16/14	62868	A	05/16/2014	05/16/2014	BENCHMARK EDUCATION	BOOKS	EIMarino Language 62868	01.0	07395.0	00000	27000	4210	2030000	13-14	544.65	
05/16/2014	62868						62868	BENCHMARK EDUCATION COMPANY							544.65	
05/16/14	62869	A	05/16/2014	05/16/2014	ORIENTAL TRADING CO., INC.	INSTRUCTIONAL SUPPLIES	Special Education 62869	01.0	33101.0	57700	11100	4310	0004040	13-14	268.12	
05/16/2014	62869						62869	ORIENTAL TRADING CO., INC.							268.12	
05/16/14	62870	A	05/16/2014	05/16/2014	CRAIG AND DEBORAH COX	CONTRACTED SERVICES	Special Education 62870	01.0	33100.0	57500	39000	5890	0004040	13-14	1,715.00	
05/16/2014	62870						62870	CRAIG AND DEBORAH COX							1,715.00	
05/16/14	62871	A	05/16/2014	05/16/2014	CRAIG AND DEBORAH COX	CONTRACTED SERVICES	Special Education 62871	01.0	33100.0	57500	39000	5890	0004040	13-14	3,655.00	
05/16/2014	62871						62871	CRAIG AND DEBORAH COX							3,655.00	
05/16/14	62872	A	05/16/2014	05/16/2014	CRAIG AND DEBORAH COX	CONTRACTED SERVICES	Special Education 62872	01.0	33100.0	57500	39000	5890	0004040	13-14	15,652.50	
05/16/2014	62872						62872	CRAIG AND DEBORAH COX							15,652.50	
05/16/14	62873	A	05/16/2014	05/16/2014	MELIKA SAMIEIVAVA	INSTRUCTIONAL SUPPLIES	Special Education 62873	01.0	33101.0	57700	11100	4310	0004040	13-14	29.36	
05/16/2014	62873						62873	MELIKA SAMIEIVAVA							29.36	
05/16/14	62874	A	05/16/2014	05/16/2014	OFFICE DEPOT	OFFICE SUPPLIES	Culver City High School 62874	01.0	65200.0	57700	21000	4350	4010000	13-14	259.04	
05/16/2014	62874						62874	Culver City High School							259.04	

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05/16/2014							62874	OFFICE DEPOT								259.04	
05/15/14	62875	A		05/15/2014	WILLIAM SMYTHE & CHRISTINE ROESE	CONTRACT SERVICES RENDERED	Special Education	01.0	33100.0	57500	39000	5890	0004040	13-14		860.00	
05/15/2014							62875	WILLIAM SMYTHE & CHRISTINE ROESE								860.00	
05/15/14	62876	A		05/15/2014	JACK DEACY & LINDSAY CRAIN	TRANSPORTATION SUPP/EQUIP/SERV	Special Education	01.0	65000.0	57700	11900	5210	0004040	13-14		942.48	
05/15/2014							62876	JACK DEACY & LINDSAY CRAIN								942.48	
05/16/14	62877	A		05/16/2014	OFFICE DEPOT	INSTRUCTIONAL SUPPLIES	Special Education	01.0	65000.0	57700	11100	4310	0004040	13-14		700.00	
05/16/2014							62877	OFFICE DEPOT								700.00	
05/16/14	62878	A		05/16/2014	MICHELE HELBOCK	TRANSPORTATION SUPP/EQUIP/SERV	Special Education	01.0	65000.0	57700	11900	5210	0004040	13-14		4,105.92	
05/16/2014							62878	MICHELE HELBOCK								4,105.92	
05/15/14	62879	A		05/16/2014	TEK TIME SYSTEMS, LLC	REPAIRS - OFFICE EQUIPMENT	High School	01.0	00000.0	00000	27000	5630	4010001	13-14		212.60	
05/15/2014							62879	TEK TIME SYSTEMS, LLC								212.60	
05/16/14	62880	A		05/16/2014	STATE OF CA DEPT OF INDUSTRIAL	CONTRACT SERVICES RENDERED	Undistributed Bus Svcs	25.0	00000.0	00000	85000	5890	0000000	13-14		4,095.01	
05/16/2014							62880	STATE OF CA DEPT OF INDUSTRIAL RELATIONS								4,095.01	
05/16/14	62881	A		05/16/2014	PROED	BOOKS	Culver City Middle School	01.0	65000.0	57500	21000	4310	3010000	13-14		95.60	
05/16/2014							62881	PROED								95.60	
05/16/14	62882	A		05/16/2014	ZEP SALES & SERVICE	JANITORIAL SUPP/EQUIP	Culver City Middle School	01.0	00000.0	00000	81000	4370	3010001	13-14		301.83	
05/16/2014							62882	ZEP SALES & SERVICE								301.83	
05/16/14	62883	A		05/16/2014	S&S CRAFTS, GAMES & ACTIVITIES	INSTRUCTIONAL SUPPLIES	Office of Child Development	12.0	50250.0	85000	10000	4310	0000002	13-14		337.72	

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05/16/2014							62883	S&S CRAFTS, GAMES & ACTIVITIES							337.72	
05/15/14	62884	A		05/15/2014	AVC OFFICE AUTOMATION	COPY, DUPLICATING SUPP/EQUIP	Linwood Howe Elementary 62884	01.0	07395.0	00000	27000	4350	2020000	13-14	150.00	
05/15/2014							62884	AVC OFFICE AUTOMATION							150.00	
05/15/14	62885	A		05/15/2014	CDW-G	COMPUTER SUPP/EQUIP	Culver City High School 62885	01.0	35500.0	11100	10000	4410	4010000	13-14	3,347.45	
05/15/2014							62885	CDW-G							3,347.45	
05/15/14	62886	A		05/15/2014	SAN JOAQUIN COUNTY OFFICE OF	CONFERENCE AND TRAVEL	EI Marino Language 62886	01.0	74050.0	00000	21000	5220	2030000	13-14	400.00	
05/15/2014							62886	SAN JOAQUIN COUNTY OFFICE OF EDUCATION							400.00	
05/16/14	62887	A		05/16/2014	RIPLEY'S BELIEVE IT OR NOT!	FIELD TRIPS	Office of Child Development 62887	12.0	50250.0	85000	10000	5816	0000002	13-14	424.75	
05/16/2014							62887	RIPLEY'S BELIEVE IT OR NOT!							424.75	
05/16/14	62888	A		05/16/2014	DOWNEY REFRIGERATION	REPAIRS - OTHER	Undistributed FS 62888	13.0	53100.0	00000	37000	5630	0000000	13-14	2,007.17	
05/16/2014							62888	DOWNEY REFRIGERATION							2,007.17	
05/16/14	62890	A		05/16/2014	MACRO PLASTICS, INC.	GRADUATION SUPPLIES	Culver City High School 62890	01.0	00000.0	00000	27000	4311	4010000	13-14	5,613.50	
05/16/2014							62890	MACRO PLASTICS, INC.							5,613.50	

NONPUBLIC SCHOOLS:
 CURRENT PERIOD: \$3,638.00
 APPROVED YTD: \$3,125,985.08

Total by District : 64444
 124,823.70
 124,823.70

End of Report LAPO009C

**CULVER CITY UNIFIED SCHOOL DISTRICT
DISTRICT WARRANTS REPORT
2013 - 2014**

COMMERCIAL WARRANTS

APRIL 11, 2014 - MAY 13, 2014	\$	3,656,314.00
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PAYROLL WARRANTS

APRIL 11, 2014 - MAY 13, 2014	\$	3,985,577.66
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TOTAL:	\$	<u>7,641,891.66</u>
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BOARD REPORT

5/27/14
9.3

9.3 Approval is Recommended for Acceptance of Gifts – Donations

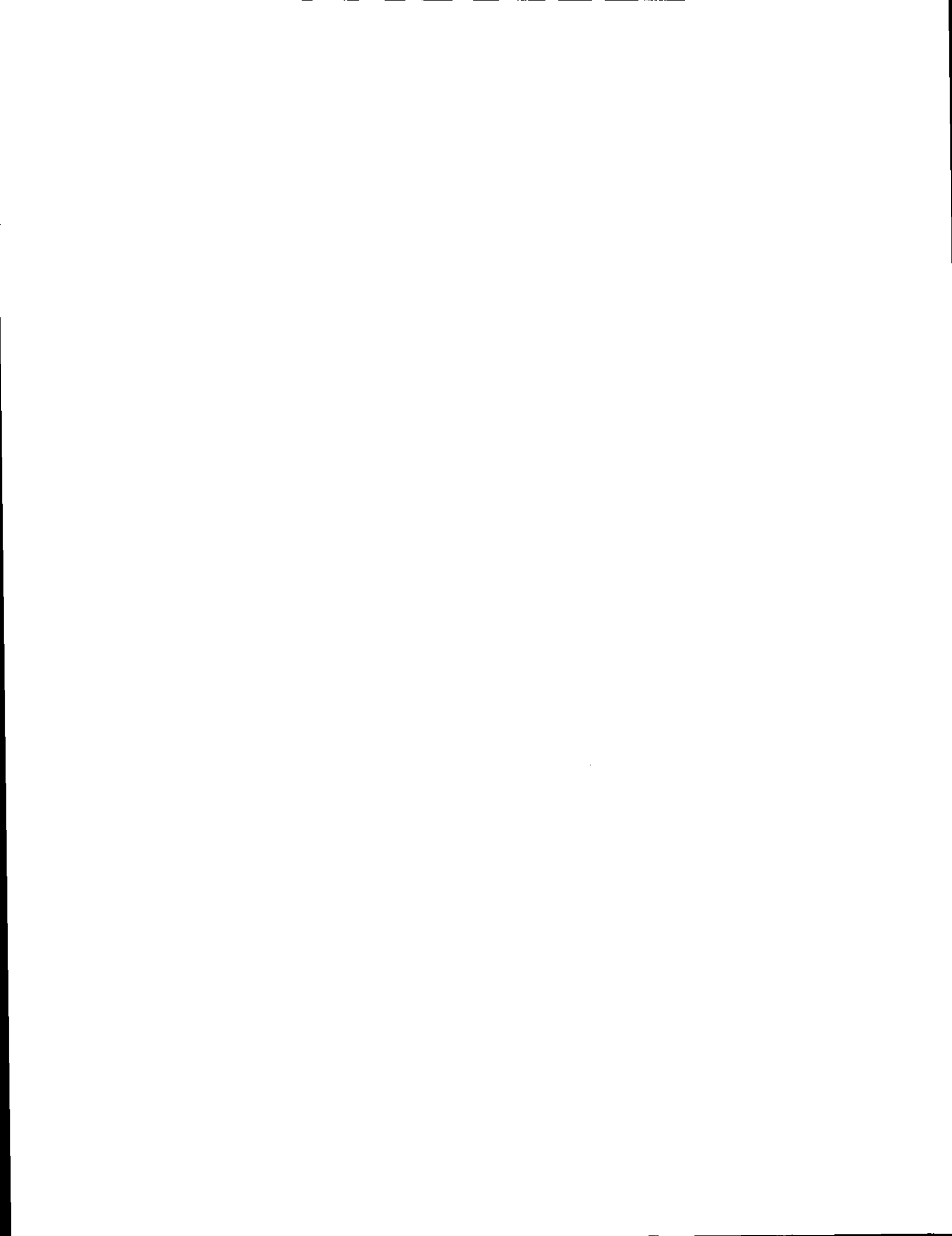
Board Policy 3290 states the Governing Board may accept any bequest or gift of money or property on behalf of the District that is consistent with the District’s vision and philosophy. All gifts, grants, and bequests become District property. The following items have been donated for use in the District:

<u>Location</u>	<u>Donor/Item(s) Donated</u>
Culver City Middle School	Neil Glickman Lacrosse Equipment, including gloves, shoulder pads, shin guards, net, sticks
Office of Child Development	Susan Cruz, 12 boxes of markers, 10 storage boxes Isela Cueva-Frisby, 2 classroom brooms Lisa Castillo, 10 bottles for art projects Gladys San Juan, 12 rolls tape for art projects Courtney Farrar, \$10, 12 watercolors & markers Norma Diaz, 12 rolls tape for art projects Lourdes Delgado, 2 sets of cardboard blocks Jamel Apo, HP ink cartridge combo Monica Amador, 2 cream of tartar for play dough Marcia Bautista, 2 sets bottles for art projects Gonzalez Family, 3 boxes staples, 6 bags flour Hermina Family, 12 bottles of school glue Nancy Gonzalez, 2 fish tank filters, 6 dolls Zemedkun Family, \$20, 12 storage boxes Tejeda Family, \$25 Ann Marie Yzaguirre, \$20, 10 boxes of salt Alexis Godosis, \$25 Joe John McVey, \$25 Rosa Perez, 12 water colors, 2 gallons bubble mix

RECOMMENDED MOTION: That the Board accept with appreciation the gifts listed.

Moved by: Seconded by:

Vote:



BOARD REPORT

9.4 **Financial Implication for Certificated Services Report No. 17**

Total Fiscal Impact per Funding Source:

General Fund	\$ 58,646.83
Office of Child Development (OCD)	\$ 92,113.60

BOARD REPORT

9.4 Certificated Personnel Services Report No. 17

I. Authorization and Ratification of Employment

A. Second – Year Probationary Teacher – High School

Effective August 20, 2014

Funding Source: General Fund

Total Cost: \$54,345.09

1. Taylor, Molly Science \$54,345.09

B. Temporary Teacher – Farragut, Christine Sibert Shared Assignment

Effective May 1, 2014 through June 13, 2014

Funding Source: General Fund

Total Cost: \$3,935.84

1. Zimmerman, Carla 50% Elementary Teacher

C. Substitute Teacher – District Office

Effective May 5, 2014 at \$127.50 per day, on-call when needed; \$163.20 on 21st day

Funding Source: General Fund

1. Sorenson, Sally

D. Extra Assignment – La Ballona, Transitional IEP Coverage

Effective May 2, 2014 at \$36.59 per hour, not to exceed 2 hours

Funding Source: General Fund

Total Cost: \$73.18

1. Orozco, Joanna

E. Extra Assignment – El Rincon, Intervention Support

Effective April 10, 2014 through June 13, 2014 at \$163.20 per day

Funding Source: General Fund

Total Cost: \$7,996.80

1. Allen, Kristin

F. Extra Assignment – High School, Math Preparation Support Additional Hours

Effective February 18, 2014 through March 21, 2014 at \$36.59 per hour, not to exceed 8 hours

Funding Source: General Fund

Total Cost: \$292.72

1. Donahue, Doreen

BOARD REPORT

9.4 Certificated Personnel Services Report No. 17 – Page 2

I. Authorization and Ratification of Employment – Continued

G. Extra Assignment – Office of Child Development (OCD), Assist Summer Preschool
Effective June 16, 2014 through August 22, 2014 at current hourly rate of pay, not to exceed
100 hours per teacher
Funding Source: OCD
Total Cost: \$6,845.00

- | | | |
|----|--------------------|------------------|
| 1. | Aqueveque, Rosa | \$23.43 per hour |
| 2. | Frederick, Georgia | \$22.51 per hour |
| 3. | Langston, Marie | \$22.51 per hour |

H. Extra Assignment – Office of Child Development (OCD), Assist Summer Preschool
Effective June 16, 2014 through August 22, 2014 at current hourly rate of pay, not to exceed
60 hours per teacher
Funding Source: OCD
Total Cost: \$7,395.60

- | | | | | | |
|----|------------------|------------------|----|-----------------|------------------|
| 1. | Armendariz, Anna | \$22.51 per hour | 4. | Goodwin, Gerald | \$22.51 per hour |
| 2. | Edkar, Maria | \$26.60 per hour | 5. | Rodriguez, Toni | \$22.51 per hour |
| 3. | Goodman, Cheryl | \$22.51 per hour | | | |

I. Extra Assignment – Office of Child Development, Assist Summer Preschool
Effective June 16, 2014 through August 22, 2014 at current hourly rate of pay, not to exceed
400 hours per teacher
Funding Source: OCD
Total Cost: \$67,804.00

- | | | | | | |
|----|------------------|------------------|----|-------------------|------------------|
| 1. | Diaz, Frances | \$22.51 per hour | 5. | Orozco, Lourdes | \$19.25 per hour |
| 2. | Hearns, Yolanda | \$21.65 per hour | 6. | Perez, Maria | \$20.02 per hour |
| 3. | Jones, Rhonda | \$22.51 per hour | 7. | Serra, Bernadette | \$21.65 per hour |
| 4. | Navarro, Matilde | \$18.49 per hour | 8. | Tillett, Aretha | \$23.43 per hour |

J. Extra Assignment – Office of Child Development, Preschool Testing
Effective July 1, 2014 through August 15, 2014 at current hourly rate of pay, not to exceed
100 hours per teacher
Funding Source: OCD
Total Cost: \$10,069.00

- | | | | | | |
|----|---------------------|------------------|----|------------------|------------------|
| 1. | Alvarez, Jalena | \$23.43 per hour | 3. | Edkar, Maria | \$26.60 per hour |
| 2. | Davis Bailey, Renee | \$23.43 per hour | 4. | McClellan, Traci | \$27.23 per hour |

BOARD REPORT

9.4 Certificated Personnel Services Report No. 17 – Page 3

II. Early Retirement/Reduced Workload

1. Pollman, Steven
English Teacher – High School
From: 100% Assignment
To: 80% Assignment
Effective August 20, 2014 through June 12, 2015

III. Leaves

1. Lezak, Vivian
Math Teacher – CCMS
Personal Leave of Absence Without Pay
Effective August 20, 2014 through June 12, 2015
2. Stowers, Katherine
Science Teacher - CCMS
Part-Time Personal Leave of Absence Without Pay
Effective August 20, 2014 through June 12, 2015
From: 100 % Assignment
To: 60% Assignment
3. Yamakawa, Masakazu
ELD Specialist - TOSA
Personal Leave of Absence Without Pay
Effective September 1, 2014 through June 30, 2015
4. Zarrinpar, Andrea
Part-Time Child Care Leave of Absence Without Pay
Effective August 20, 2014 through June 12, 2015
From: 100% Assignment
To: 60% Assignment

IV. Resignations

1. Childs, Linda
Temporary Adult School Teacher
Under 12 Hours Per Week
Effective June 22, 2014
Reason: Retirement
2. Scott, Gloria
Social Studies Teacher - CCMS
Effective June 14, 2014
Reason: Retirement

RECOMMENDED MOTION: That approval be granted for Certificated Personnel Services Report No. 17

Moved by:

Seconded by:

Vote:

BOARD REPORT

9.5 Financial Impact for Classified Personnel Services Report No. 17

Total Funding Fiscal Impact:

Adult School Total:	\$28.76 per hour, as needed
Food Services Total:	\$11,694.36
General Fund Total:	\$50,811.95
	\$14.43 per hour, as needed
	\$9.44 per hour, as needed
	\$8.00 per hour, as needed

BOARD REPORT

9.5 Classified Personnel Services Report No. 17

I. Authorization, Approval & Ratification of Employment

A. Clerical & Fiscal

1. Estioco-Barocio, Christine Substitute Clerk Typist
El Marino
Funding Source: General Fund
Effective May 1, 2014
Hourly, as needed – \$14.43 per hour

B. Food Services

1. Reyna, Bessy Senior Food Service Assistant
Food Services/La Ballona – Extra Assignment
Free Summer Lunch Program
Not to exceed 3 hours per day
Funding Source: Food Services
Effective June 16, 2014 through
August 1, 2014
Range 10 – \$15.88 per hour
Total Cost: \$1,619.76
2. Cervantes, Esperanza Food Service Assistant
Food Services/La Ballona – Extra Assignment
Free Summer Lunch Program
Not to exceed 1.5 hours per day
Funding Source: Food Services
Effective June 16, 2014 through
August 1, 2014
Range 6 – \$13.09 per hour
Total Cost: \$667.59
3. Harp, Eboni Food Service Assistant
Food Services/La Ballona – Extra Assignment
Free Summer Lunch Program
Not to exceed 2 hours per day
Funding Source: Food Services
Effective June 16, 2014 through
August 1, 2014
Range 6 – \$12.53 per hour
Total Cost: \$852.04

BOARD REPORT

9.5 Classified Personnel Services Report No. 17 – Page 2

I. Authorization, Approval & Ratification of Employment – continued

B. Food Services – continued

4. Johnson-Roque, Shamara
Food Service Assistant
Food Services/La Ballona – Extra Assignment
Free Summer Lunch Program
Not to exceed 1.5 hours per day
Funding Source: Food Services
Effective June 16, 2014 through
August 1, 2014
Range 6 – \$13.09 per hour
Total Cost: \$667.59

5. Avalos, Imelda
Senior Food Service Assistant
Food Services/High School – Extra Assignment
Summer School
Not to exceed 3.5 hours per day
Funding Source: Food Services
Effective June 17, 2014 through July 24, 2014
Range 10 – \$15.88 per hour
Total Cost: \$1,333.92

6. Valencia, Lidia
Senior Food Service Assistant
Food Services/High School – Extra Assignment
Summer School
Not to exceed 4 hours per day
Funding Source: Food Services
Effective June 17, 2014 through July 24, 2014
Range 10 – \$15.88 per hour
Total Cost: \$1,524.48

7. Casillas, Irene
Food Service Assistant
Food Services/High School – Extra Assignment
Summer School
Not to exceed 2.5 hours per day
Funding Source: Food Services
Effective June 17, 2014 through July 24, 2014
Range 6 – \$13.09 per hour
Total Cost: \$785.40

BOARD REPORT

9.5 Classified Personnel Services Report No. 17 – Page 3

I. Authorization, Approval & Ratification of Employment – continued

B. Food Services – continued

8. Gonzalez, Maria
Senior Food Service Assistant
Food Services/High School – Extra Assignment
Middle School/High School Registration
Not to exceed 8 hours per day
Funding Source: Food Services
Effective August 8, 2014 through
August 19, 2014
Range 10 – \$15.88 per hour
Total Cost: \$1,016.32

9. Langarica, Susan
Senior Food Service Assistant
Food Services/High School – Extra Assignment
Middle School/High School Registration
Not to exceed 8 hours per day
Funding Source: Food Services
Effective August 8, 2014 through
August 19, 2014
Range 10 – \$15.88 per hour
Total Cost: \$1,016.32

10. Valencia, Lidia
Senior Food Service Assistant
Food Services/High School – Extra Assignment
Middle School/High School Registration
Not to exceed 8 hours per day
Funding Source: Food Services
Effective August 8, 2014 through
August 19, 2014
Range 10 – \$15.88 per hour
Total Cost: \$1,016.32

11. Harp, Eboni
Food Service Assistant
Food Services/High School – Extra Assignment
Middle School/High School Registration
Not to exceed 8 hours per day
Funding Source: Food Services
Effective August 8, 2014 through
August 19, 2014
Range 6 – \$12.53 per hour
Total Cost: \$801.92

BOARD REPORT

9.5 Classified Personnel Services Report No. 17 – Page 4

I. Authorization, Approval & Ratification of Employment – continued

B. Food Services – continued

12. Cervantes, Esperanza
Food Service Assistant
Food Services/High School – Extra Assignment
Middle School/High School Registration
Not to exceed 6 hours per day
Funding Source: Food Services
Effective August 18, 2014 through
August 22, 2014
Range 6 – \$13.09 per hour
Total Cost: \$392.70

C. Instructional Assistant

1. Ledo, Sarah
Instructional Assistant – Special Education
La Ballona – Extra Assignment
Not to exceed .9 hours per day
Funding Source: General Fund – Special Ed
Effective August 26, 2013 through
June 13, 2014
Range 14 – \$15.88 per hour
Total Cost: \$2,572.56

2. Robinson, Shandimar
Instructional Assistant – Special Education IIA
Child Development – Extra Assignment
Not to exceed 2.5 hours per day
Funding Source: General Fund – Special Ed
Effective May 1, 2014 through June 13, 2014
Range 16 – \$15.88 per hour
Total Cost: \$1,230.70

3. Bussey, Blaine
Instructional Assistant – Special Education IIA
Middle School – Extra Assignment
Not to exceed 9.5 hours
Funding Source: General Fund – Special Ed
Effective June 6, 2014 through June 7, 2014
Range 16 – \$18.46 per hour
Total Cost: \$175.37

BOARD REPORT

9.5 Classified Personnel Services Report No. 17 – Page 5

I. Authorization, Approval & Ratification of Employment – continued

D. Maintenance

1. Hawkins, Donnie
School Custodian
MOT – La Ballona – Extra Assignment
Free Summer Lunch Program
Not to exceed 3.9 hours per day
Funding Source: General Fund
Effective June 16, 2014 through
August 22, 2014
Range 16 – \$15.88 per hour
Total Cost: \$3,034.67

E. Adult School Lecturers

1. Banuelos, Erika
Temporary Adult School Lecturer
Adult School – Kids Summer Program
Funding Source: Adult School – Kids Summer
Effective June 26, 2014 through
August 8, 2014
Hourly, as needed – \$28.76 per hour

F. Coaches

1. Eskridge, Adam
Temporary Coach
High School
Stipend for coaching two sports –
Basketball & Lacrosse
Funding Source: General Fund – Athletics
Effective May 2, 2014
Stipend of \$1,000.00

G. Noon Duty Supervisor

1. Lopez, Emily
Temporary Noon Duty Supervisor
El Rincon
Funding Source: General Fund
Effective May 20, 2014 through June 13, 2014
Hourly, as needed – \$9.44 per hour
2. Sepulveda, Shauna
Temporary Noon Duty Supervisor
La Ballona
Funding Source: General Fund
Effective May 20, 2014 through June 13, 2014
Hourly, as needed – \$9.44 per hour

BOARD REPORT

9.5 **Classified Personnel Services Report No. 17 – Page 6**

I. Authorization, Approval & Ratification of Employment – continued

H. Student Helpers

- | | | |
|----|--------------|---|
| 1. | Wells, Casey | Student Helper – Workability
Location outside of district
Funding Source: General Fund – Special Ed
Effective May 5, 2014
Hourly, as needed – \$8.00 per hour |
|----|--------------|---|

II. Authorization, Approval & Ratification of Change of Assignments

- | | | |
|----|---------------------|--|
| 1. | De La Torre, Moises | Promotion via Classified Interviews:
From: Substitute School Custodian
MOT – Hourly, as needed
To: School Custodian
Linwood Howe
8 hours per day, 12 months per year
Funding Source: General Fund
Effective May 1, 2014
Range 16 – \$2,751.76 per month
Total Cost: \$33,021.12 |
| 2. | Perello, Christy | Working Out of Classification:
From: Security Guard
To: Security Communications Technician
Security – 8 hours per day
Funding Source: General Fund
Effective May 1, 2014 through June 30, 2014
Range 21 – \$3,289.15 per month
Total Increase: \$179.84 |
| 3. | Perello, Christy | Permanent Increase in Hours:
Security Guard
Security
From: 8 hours per day, 10 months per year
To: 8 hours per day, 11 months per year
Funding Source: General Fund
Effective July 1, 2014
Range 16 – \$3,199.23 per month
Total Increase: \$3,199.23 |

BOARD REPORT

9.5 Classified Personnel Services Report No. 17 – Page 7

II. Authorization, Approval & Ratification of Change of Assignments – continued

- | | | |
|----|---------------|---|
| 4. | Sargent, John | Permanent Increase in Hours:
Security Guard
Security
From: 8 hours per day, 10 months per year
To: 8 hours per day, 11 months per year
Funding Source: General Fund
Effective July 1, 2014
Range 16 – \$3,199.23 per month
Total Increase: \$3,199.23 |
| 5. | Smith, Lorie | Permanent Increase in Hours:
Security Guard
Security
From: 8 hours per day, 10 months per year
To: 8 hours per day, 11 months per year
Funding Source: General Fund
Effective July 1, 2014
Range 16 – \$3,199.23 per month
Total Increase: \$3,199.23 |

RECOMMENDED MOTION: That approval be granted for Classified Personnel Services Report No. 17

Moved by:

Seconded by:

Vote:

BOARD REPORT

9.6 Approval is Recommended for the 2014-2015 Designation of California Interscholastic Federation (CIF) Representatives to the Ocean League

Each year Culver City Unified School District is required to name representatives to serve as Culver City High School's CIF Ocean League representatives. The representatives proposed for the 2014/2015 school year are Tom Salter, CCHS Athletic Director; and Dylan Farris, CCHS Principal.

RECOMMENDED MOTION: That the Board of Education approves the attached 2014-2015 Designation of CIF Representatives.

Moved by:

Seconded by:

Vote:

2014-2015 Designation of CIF Representatives to League

Please complete the form below for each school under your jurisdiction and **RETURN TO THE CIF SECTION OFFICE (ADDRESSES ON REVERSE SIDE) no later than June 25, 2014.**

Culver City Unified School District/Governing Board at its May 27, 2014 meeting,
(Name of school district/governing board) (Date)

appointed the following individual(s) to serve for the 2014-2015 school year as the school's league representative:

PHOTOCOPY THIS FORM TO LIST ADDITIONAL SCHOOL REPRESENTATIVES

NAME OF SCHOOL Culver City High School
NAME OF REPRESENTATIVE Tom Salter POSITION Athletic Director
ADDRESS 4401 Elenda Street CITY Culver City ZIP 90230
PHONE (310) 842-4200 FAX (310) 842-4362 E-MAIL tomsalter@ccusd.org

NAME OF SCHOOL Culver City High School
NAME OF REPRESENTATIVE Dylan Farris POSITION Principal
ADDRESS 4401 Elenda Street CITY Culver City ZIP 90230
PHONE (310) 842-4200 FAX (310) 842-4302 E-MAIL dylanfarris@ccusd.org

NAME OF SCHOOL _____
NAME OF REPRESENTATIVE _____ POSITION _____
ADDRESS _____ CITY _____ ZIP _____
PHONE _____ FAX _____ E-MAIL _____

NAME OF SCHOOL _____
NAME OF REPRESENTATIVE _____ POSITION _____
ADDRESS _____ CITY _____ ZIP _____
PHONE _____ FAX _____ E-MAIL _____

If the designated representative is not available for a given league meeting, an alternate designee of the district governing board may be sent in his/her place. **NOTE:** League representatives from public schools and private schools must be designated representatives of the school's governing boards in order to be eligible to serve on the section and state governance bodies.

Superintendent's or Principal's Name David LaRose Signature _____
Address 4034 Irving Place City Culver City Zip 90232
Phone (310) 842-4220, Ext. 4222 Fax (310) 842-4205

**PLEASE MAIL OR FAX THIS FORM DIRECTLY TO THE CIF SECTION OFFICE.
SEE REVERSE SIDE FOR CIF SECTION OFFICE ADDRESSES.**

9.7 Enrollment Report

The attached reports display enrollment information for month eight of the 2013-2014 school year. The reports are presented in two formats: a monthly detail and a summary comparison.

The first report shows total K-12 site enrollment by grade level on the last day of a specific four-week period. These reporting periods are categorized as 1st School Month through 12th School Month and rarely coincide with calendar months. This report also lists enrollment totals in the Adult School and State Preschool Program.

The second report is a comparative document that shows the current year's monthly enrollment and the previous year's enrollment for each K-12 site location.

RECOMMENDED MOTION: That the Board of Education for Culver City Unified School District accept the Enrollment Report for month eight of the 2013-2014 school year as presented.

Moved by:

Seconded by:

Vote:

Culver City Unified School District
Enrollment for the 8th School Month (2/07/14 - 3/14/14)
2013 - 2014

ELEMENTARY	El Marino	El Rincon	Farragut	La Ballona	Linwood Howe	Ind. Study	Total
K	142	94	84	94	72	0	486
Transitional K	23	22	0	0	24	0	69
1	130	83	92	91	66	0	462
2	125	69	97	87	95	0	473
3	133	99	94	87	65	0	478
4	125	92	102	114	96	0	529
5	123	89	95	90	85	0	482
Spec Class	0	20	0	0	38	0	58
Elementary Total	801	568	564	563	541	0	3037

SECONDARY	Middle School	High School	Culver Park	Ind. Study	Total
6	451			0	451
7	482			0	482
8	492			0	492
9		507	0	1	508
10		509	0	8	517
11		497	24	8	529
12		468	42	11	521
Spec Class	28	33	0	0	61
Secondary Total	1453	2014	66	28	3561

Total K-12 Enrollment 6598

PRESCHOOL

Linwood Howe	El Marino	El Rincon	Farragut	La Ballona	CEE	Total
54	24	29	8	85	95	295

ADULT SCHOOL

Adult Basic Education	ESL	Citizenship	High School Subjects	Total
84	396	13	241	734

1. These enrollment figures represent the total number of sections. A single student may be enrolled in multiple sections.
2. Of the 241 students enrolled in high school subjects, 61 concurrently attend high school

Culver City Unified School District
Enrollment Comparison
12-13 vs 13-14

ELEMENTARY	1st	2nd	3rd	4th	5th
	School Month	School Month	School Month	School Month	School Month
	13-14	13-14	13-14	13-14	13-14
El Marino	810	808	809	807	803
El Rincon	564	566	567	568	567
Farragut	562	572	571	571	564
La Ballona	566	566	569	566	558
Linwood Howe	523	530	537	538	534
Ind. Study	0	0	0	0	0
Special Ed	Incl	Incl	Incl	Incl	Incl
Elementary Total	3025	3042	3053	3050	3026

SECONDARY	1st	2nd	3rd	4th	5th
	School Month	School Month	School Month	School Month	School Month
	13-14	13-14	13-14	13-14	13-14
Middle School	1459	1460	1460	1459	1456
High School	2024	2049	2043	2039	2033
Culver Park	52	57	27	67	68
Ind. Study	18	20	24	24	30
Special Ed	Incl	Incl	Incl	Incl	Incl
Secondary Total	3553	3586	3554	3589	3587

K-12 Total	6578	6628	6607	6639	6613
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Culver City Unified School District
Enrollment Comparison
12-13 vs 13-14

ELEMENTARY	6th	7th	8th	9th	10th	11th
	School Month	School Month	School Month	School Month	School Month	School Month
	13-14	13-14	13-14	13-14	13-14	13-14
El Marino	818	807	801			
El Rincon	571	570	568			
Farragut	564	564	564			
La Ballona	562	564	563			
Linwood Howe	541	538	541			
Ind. Study	0	0	0	0	0	0
Special Ed	Incl	Incl	Incl	Incl	Incl	Incl
Elementary Total	3056	3043	3037	0	0	0

SECONDARY	6th	7th	8th	9th	10th	11th
	School Month	School Month	School Month	School Month	School Month	School Month
	13-14	13-14	13-14	13-14	13-14	13-14
Middle School	1459	1455	1453			
High School	2019	2019	2014			
Culver Park	64	67	66			
Ind. Study	23	27	28			
Special Ed	Incl	Incl	Incl	Incl	Incl	Incl
Secondary Total	3565	3568	3561	0	0	0

K-12 Total	6621	6611	6598	0	0	0
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BOARD REPORT

5/27/14

10.1

10.1 American Citizenship Awards

The American Citizenship Award Program is designed to recognize the students who consistently exhibit the kinds of behavior we want to see displayed in our schools and in our communities. Examples of this behavior include:

- Participating in school and/or community service.
- Showing a positive attitude toward classmates, school, and community.
- Displaying an understanding and appreciation of civic responsibility.
- Possessing strength of character and the courage to do what is right.
- Promoting citizenship with school or community through other activities.

This month eight students, one from each school, will be recognized for their good citizenship.

5/27/14
10.2

BOARD REPORT

10.2 Recognition of the Toby Rubenstein 5th Annual Chess Tournament Winners

A presentation will be made to recognize the top three Culver City Middle School chess tournament winners of the Toby Rubenstein Chess Tournament.

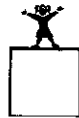
BOARD REPORT

5/27/14
10.3

10.3 Spotlight on Education – Culver City Middle School

Mr. Jon Pearson, Principal, will share some of the instructional practices that are showing significant results in achieving and exceeding the goals in the Single Plan for Student Achievement for Culver City Middle School.

CCUSD Board Presentation
Tuesday, May 28, 2014



**A Day in the Life
of
A.E.I.O.U.**

THE 4 QUESTIONS

1. What do we want our kids to know?
2. How will we know if they know it?
3. What will we do if they don't?
4. What will we do if they already do?

AEIOU addresses the
3rd and 4th Questions



3. *How will we respond when they don't learn? (Intervention)*
4. *How will we respond if they already know it? (Enrichment)*

What does A.E.I.O.U stand for?

- **Advisory** - Teacher-led student support organizations
- **Enrichment** — Student-led activities devoted to the enhancement of campus life
- **Intervention** — Peer and teacher led student academic assistance
- **Olweus** — Anti-Bullying program
- **Us** — who are we? ccUSD!





How does it work?

- *CCMS "AEIOU" Sessions take place on our four "block" days, Tuesdays through Fridays each week.*
- *Classes are formed by surveying each student's interest, and then creating groups according to their preferences.*
- *Somewhat like college upper division courses, students have the opportunity to specialize, and determine their own educational choices.*
- *Currently, we offer the kinds of activities, listed on the next page, which are mostly student-led.*
- *This program is self-funding, earning donations via the students' own entrepreneurial pursuits.*

How did this start?

- In the beginning, there was SSR
 - 20 minutes long, four days a week (block days)
 - All students required to read quietly
- During the 2011-2012 school year, we changed the bell schedule
 - SSR time extended by 10 minutes per day to 30 minutes
 - "Success Maker" intervention program purchased for the purpose of improving the CST scores of level 1 & 2 (below proficient and far below proficient)
 - During the same time slot, high level CST 5 students (a.k.a. "GATE" students) would receive enrichment opportunities
- In the 2012-2013 school year, the intervention and enrichment programs were expanded and enhanced, with more student and teacher participation
- This year, we rolled our program out school-wide, expanding the options not only for intervention and enrichment, but also incorporating more so-called "advisory" programs, which involve a guiding teacher, in addition to the self-study and/or student-led programs.
- From the beginning, the Olweus anti-bullying program has been held during this time period of the day.



Enrichment activities include...

ARTS

- Performances
- Stage Production
- Dance Troupe
- S.C.A.R.E.
- Video Production
- Zumba/Line Dancing
- Anime/Manga Appreciation

SUSTAINABILITY

- Campus Beautification
- Recycling
- Safety & Cleanliness

LETTRES

- Publishing Company
- Broadcast News
- Book Clubs
- Spelling and GEO Bees
- Silent Sustained Reading

SOCIETY

- Student Court
- Debate Club
- GATE Inc.: A School Business
- AEIOU Sales & Marketing Corp.
- Associated Student Body (ASB)

Intervention & Advisory activities include...

- | | |
|---|--|
| <ul style="list-style-type: none"> • INTERVENTION • ZAP (ELA/Science/Social Studies) • Success Maker • Individual and small group • Math/Algebra/Geometry tutoring • Reading assistance • Writing assistance • Peer Tutoring (GATE student led) • Counseling (self-esteem, grief, suicide prevention) | <ul style="list-style-type: none"> • ADVISORY • - AVID • - Community Lecture Series • - English Language Learner Support • - Project STELLAR |
|---|--|

TO ENSURE HIGH LEVELS
OF LEARNING FOR ALL
STUDENTS.

ALL. EACH. EVERY.
PERIOD.

No Exceptions!

CC  SD

Success for All

Takes US ALL!

BOARD REPORT

5/27/14

12.1

**12.1 Revised Administrative Regulation 5141.3, Students – Health Examinations;
and New Board Policy 5141.3, Students – Health Examinations**

It is recommended practice that the Board of Education regularly review Board Policies and Administrative Regulations that are significant to the operation of the District.

Revised Administrative Regulation 5141.3, Students – Health Examinations; and New Board Policy 5141.3, Students – Health Examinations, are being presented for a first reading.

HEALTH EXAMINATIONS

The principal **or designee** at each school shall notify parents/guardians of the rights of students and parents/guardians related to health examinations. (Education Code 48980; **20 USC 1232h**)
(cf. 5141.32 - Health Screening for School Entry)
(cf. 5145.6 - Parental Notifications)

A parent/guardian may annually file a written statement with the principal withholding consent to the physical examination of his/her child. ~~The child~~ **Any such student** shall be exempt from any physical examination but shall be subject to exclusion from attendance when contagious or infectious disease is reasonably suspected. (Education Code 49451; **20 USC 1232h**)

(cf. 5112.2 - Exclusions from Attendance)
(cf. 5141.22 - Infectious Diseases)
(cf. 5141.32 - Health Screening for School Entry)

Vision and Hearing Tests

Students shall have their vision and hearing tested by qualified personnel authorized by the district. (Education Code 49452, 49454)

All students shall be tested for **hearing and** visual acuity when they first enroll in elementary school and in grades K, 2, 5, 7 and 10. ~~every three years thereafter until the student completes grade 12.~~ **Gross e**External observations of the student's eyes, visual performance and perception shall be made by the school nurse and the classroom teacher. (Education Code 49455)

For male students, color vision shall be tested one time, ~~after the student reaches~~ **during** grade 1. Results of the test shall be entered into the student's health record. (Education Code 49455)

Evaluation of a student's vision may be waived at the parent/guardian's **written** request **or** if the parent/guardian presents a certificate from ~~either~~ **an authorized health care provider** ~~a medical doctor or an optometrist~~ specifying the results of an examination of the student's vision including visual acuity, and, in male students, color vision.
(Education Code 49455)

Visual defects or any other defects found as a result of the vision examination shall be reported to the parent/guardian with a request that remedial action be taken to correct or cure the defect. **The report of the visual defect, if** ~~If made in writing, such reports shall not include a referral to any private practitioner, and the report of a visual defect shall be made on a form prescribed by the Superintendent~~ **or designee** of Public Instruction. (Education Code 49456)

Such reports shall not include a referral to any private practitioner. However, the The student may be referred to a public clinic or diagnostic and treatment center operated by a public hospital or by the state, county or city department of public health. (Education Code 49456)

Scoliosis Screening

Each female student in grade 7 and each male student in grade 8 shall be screened for scoliosis. This screening shall comply with California Department of Education (CDE) standards and shall be performed by qualified personnel as specified in law. (Education Code 49452.5)

Persons performing the screening shall not solicit, encourage or advise treatment of the student for scoliosis or any other condition discovered in the course of the screening. (Education Code 49452.5)

The parent/guardian of any student suspected of having scoliosis shall receive a notice which includes an explanation of scoliosis and describes the significance of treatment at an early age. This notice shall also describe the public services available for treatment and include a referral to appropriate community resources. (Education Code 49452.5)

Type 2 Diabetes Information

Because type 2 diabetes in children is a preventable and treatable disease, parents/guardians are encouraged to have their child screened by an authorized health care practitioner for risk factors of the disease, including excess weight, and to request tests of their child's blood glucose to determine if he/she has diabetes or pre-diabetes. (cf. – 5030 Student Wellness)

The Superintendent or designee shall provide parents/guardians of incoming 7th grade students with an information sheet regarding type 2 diabetes. The information sheet complies with the CDE standard and includes a description of the disease and a recommendation that students displaying or possibly suffering from risk factors or warning signs associated with type 2 diabetes be screened for the disease. It includes a description of the different types of diabetes screening tests available and a description of treatments and prevention methods (Education Code 49452.7)

Oral Health Assessment

A student, while enrolled in kindergarten in a public school, or while enrolled in first grade in a public school if the student was not previously enrolled in kindergarten in a public school, no later than May 31 of the school year, shall present proof of having received an oral health assessment by a licensed dentist, or other licensed or registered dental health professional operating within his or her scope of practice, that was performed no earlier than 12 months prior to the date of the initial enrollment of the student. (Education Code 49452.8)

The parent or legal guardian of a student may be excused from complying by indicating the reason why an assessment could not be completed. (Education Code 49452.8(b) and (d)(2)).

The Superintendent or designee may provide information to parents/guardians regarding public or private sources from which they may receive diabetes screening and education services for free or at reduced costs.

Regulation
reviewed: February 3, 1998

CULVER CITY UNIFIED SCHOOL DISTRICT
Culver City, California

Regulation
Reviewed: May 27, 2014

HEALTH EXAMINATIONS

The Governing Board recognizes that periodic health examinations of students may lead to early detection and treatment of conditions that impact learning. Health examinations also may help in determining whether special adaptations of the school program are necessary.

The Superintendent or designee shall verify that students have complied with legal requirements for a comprehensive health screening, an oral health assessment, and immunizations at school entry. In addition, the district shall administer tests for vision, hearing, and scoliosis as required by law.

(cf. 5141.31 - Immunizations)

All students who participate as cheerleaders or athletes in organized competitive sports shall first undergo a medical examination and submit documentation of medical clearance to the district. Upon sustaining an injury or serious illness, a student may be required to have another examination before participating further. This requirement does not apply to participants in occasional play day or field day activities.

(cf. 5143 - Insurance)

(cf. 6145.2 - Athletic Competition)

The Superintendent or designee shall ensure that staff employed to examine students, exercise proper care of each student and that examination results are kept confidential. Records related to these examinations shall be maintained and released only in accordance with law.

(cf. 5125 - Student Records)

Legal Reference:**EDUCATION CODE**

44871-44879 Employment qualifications

48980 Parental notifications

49400-49414.5 Student health, general powers of school boards

49422 Supervision of health and physical development

49452.8 Oral Health

49450-49458 Physical examinations (of students)

49460-49466 Development of standardized health assessments

HEALTH AND SAFETY CODE

120325-120380 Immunization against communicable diseases

124025-124110 Child Health and Disability Prevention Program

CODE OF REGULATIONS, TITLE 5

590-596 Vision screening

3027 Hearing and vision screening for special education

3028 Audiological screening

UNITED STATES CODE, TITLE 20

1232g Family Educational Rights and Privacy Act

1232h Protection of student rights

Management Resources:

CSBA PUBLICATIONS

Expanding Access to School Health Services: Policy Considerations for Governing Boards,
November 2008

Promoting Oral Health for California's Students: New Roles, New Opportunities for Schools,
November 2008

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Standards for Scoliosis Screening in California Public Schools, 2007

A Guide for Vision Testing in California Public Schools, 2005

U.S. DEPARTMENT OF EDUCATION PUBLICATIONS

Joint Guidance on the Application of FERPA and HIPAA to Student Health Records, November
2008

WEB SITES

CSBA: <http://www.csba.org>

California Department of Education, Health Services/School Nursing:
<http://www.cde.ca.gov/ls/he/hn>

California Department of Education, Type 2 Diabetes Information:
<http://www.cde.ca.gov/ls/he/hn/type2diabetes.asp>

U.S. Department of Education: <http://www.ed.gov>

Policy Reviewed:
May 27, 2014

CULVER CITY UNIFIED SCHOOL DISTRICT
Culver City, CA

5/27/14
12.2

BOARD REPORT

12.2 First Reading of Revised Board Policy 4136/4236/4336, Non-School Employment

It is recommended practice that the Board of Education review Board Policies/Administrative Regulations that are significant to the operation of the District on a regular basis. In order to help prevent financial conflicts of interest, Government Code 1126 prohibits district employees or Governing Board members from engaging in any activity which is inconsistent, incompatible, in conflict with or inimical to his/her duties. Government code 1126 mandates the district to adopt procedures regarding this prohibition. CSBA recommends that District Administration review revised Board Policy 4136/4236/4336, Nonschool Employment.

NON-SCHOOL EMPLOYMENT

Personnel

In order to help maintain public trust in the integrity of district operations, the Governing Board expects all employees to give the responsibility of their positions precedence over any other outside employment. The Governing Board recognizes that A district employees may receive compensation for outside activities as long as these activities are not inconsistent, incompatible, in conflict with or inimical to the employee's his/her district duties. or to the duties, functions or responsibilities of the district.

(cf. 4119.21/4219.21/4319.21 – Professional Standards)

(cf. 4119.23/4219.23/4319.23 – Unauthorized Release of Confidential/Privileged Information)

(cf. 9270 – Conflict of Interest)

An Outside paid activities are shall be considered inconsistent, incompatible, or inimical with to district employment if they require time periods that interfere with the proper, efficient discharge of the employee's duties, if they entail compensation from an outside source for activities which are part of the employee's regular duties, or if they involve using for private gain the district's name, prestige, time, facilities, equipment or supplies. when such activity: (Government Code 1126

1. Requires time periods that interfere with the proper, efficient discharge of the employee's duties
2. Entails compensation from an outside source for activities which are part of the employee's regular duties
3. Involves using the district's name, prestige, time facilities, equipment, or supplies for private gain
4. Involves service which will be wholly or in part subject to the approval or control of another district employee or Board member

(cf. 1321 - Solicitation of Funds from and by Students)

(cf. 4119.21/4219.21/4319.21 – Professional Standards)

(cf. 3300 – Expenditures and Purchases)

(cf. 4040 – Employee Use of Technology)

(cf. 4132/4232/4332 – Publication or Creation of Materials)

(cf. 4135/4235/4335 - Soliciting and Selling)

(cf. 4137 – Tutoring)

(cf. 6161.1 – Selection and Evaluation of Instructional Materials)

District employees shall not perform, without prior Board approval, any outside paid service which will be wholly or in part subject to the approval or control of another district employee or a district officer.

(cf. 4132 – Publication or Creation of Materials)

(cf. 6161.1 – Selection and Evaluation of Instructional Materials)

(cf. 9270 – Conflict of Interest)

~~Upon determining that an employee's outside job is incompatible with district employment, the Superintendent or designee shall so inform the employee. An employee who continues to pursue an incompatible activity may be subject to disciplinary action. Appeals shall be addressed in accordance with law, Board policy and administrative regulations.~~

An employee wishing to accept outside employment that may be inconsistent, incompatible, in conflict with, or inimical to the employee's duties shall file a written request with his/her immediate supervisor describing the nature of the employment and the time required. The supervisor shall evaluate each request based on the employee's specific duties within the district and determine whether to grant authorization for such employment.

(cf. 4112.9/4212.9/4312.9 – Employee Notifications)

The supervisor shall inform the employee whether the outside employment is prohibited. The employee may appeal a supervisor's denial of authorization to the Superintendent or designee. An employee who continues to pursue a prohibited activity may be subject to disciplinary action.

*(cf. 4118 - Suspension/Disciplinary Action)
(cf. 4119.1 - Civil and Legal Rights)
(cf. 4144/4244/4344 - Complaints)
(cf. 4218 - Dismissal/Suspension/Disciplinary Action)*

Tutoring

A certificated employee shall not accept any compensation or other benefit for tutoring a student enrolled in his/her class(es). An employee who wishes to tutor another district student shall first request authorization from his/her supervisor in accordance with this Board policy. If authorization is granted, the employee shall not use district facilities, equipment, or supplies when providing the tutoring service.

Legal Reference:

EDUCATION CODE

35160 Authority of governing boards
35160.1 Broad authority of school districts
51520 Prohibited solicitation on school premises

GOVERNMENT CODE

1126 Incompatible activities of employees
1127 Incompatible activities; off duty work
1128 Incompatible activities, attorney

CODE OF REGULATIONS, TITLE 5

80334 Unauthorized private gain or advantage

ATTORNEY GENERAL OPINIONS

70 Ops.Cal. Atty.Gen 157 (1987)

Policy

Revised:

Policy

Adopted: January 21, 2003

CULVER CITY UNIFIED SCHOOL DISTRICT
Culver City, California

BOARD REPORT

5/27/14

14.1a

14.1a Second Reading and Adoption of Approval of Revised Board Policy 0410, Nondiscrimination in District Programs and Activities

It is recommended practice that the Board of Education review Board Policies, Board Bylaws, and Administrative Regulations on a regular basis. District Administration recommends the revisions of Board Policy 0410 Nondiscrimination in District Programs and Activities to reflect new language acquired by CSBA. Board Policy 0410 is hereby submitted for a second reading and approval.

RECOMMENDED MOTION: That the Governing Board of Culver City Unified School District approve Revised Board Policy 0410, Nondiscrimination in District Programs and Activities as presented.

Moved by:

Seconded by:

Vote:

Philosophy-Goals-Objectives and Comprehensive Plans

Nondiscrimination in District Programs and Activities

The Governing Board is committed to equal opportunity for all individuals in education. District programs and activities, **and practices** shall be free from discrimination based on gender, race, color, **ancestry, national origin** religion, national origin, ethnic group **identification, age, religion**, marital or parental status, physical or mental disability, **sex**, sexual orientation, **gender, gender identity or expression, or genetic information**; or the perception of one or more of such characteristics; **the perception of one or more of such characteristics; or association with a person or group with one or more of these actual or perceived characteristics.** The Board shall promote programs which ensure that discriminatory practices are eliminated in all district activities.

(cf. 4030- Nondiscrimination in Employment)

(cf. 4032 - Reasonable Accommodation)

(cf. 4033 – Lactation Accommodation)

(cf. 4119.11/4219.11/4319.11 - Sexual Harassment)

(cf. 4161.8/4261.8/4361.8 – Family Care and Medical Leave

(cf. 5131.2 – Bullying)

(cf. 5145.3 - Nondiscrimination/Harassment)

(cf. 5145.7 - Sexual Harassment)

(cf. 5146 - Married/Pregnant/Parenting Students)

(cf. 6145.2 – Athletic Competition)

(cf. 6164.4 - Identification and Evaluation of Individuals for Special Education)

(cf. 6164.6 – Identification and Education Under Section 504)

(cf. 6178 – Career Technical Education)

(cf. 6200 – Adult Education)

Annually, the Superintendent or designee shall review district programs and activities to ensure the removal of any barrier that may unlawfully prevent an individual or group in any of the protected categories stated above from accessing district programs and activities, including the use of facilities. He/she shall take prompt, reasonable actions to remove any identified barrier. The Superintendent or designee shall report his/her findings and recommendations to the Board after each review.

(cf. 1330 – Use of Facilities)

The district's nondiscrimination policy and related information materials shall be published in a format that parents/guardians can understand. In addition, when 15 percent or more of a school's students speak a single primary language other than English, those materials shall be translated into that other language.

Access for Individuals with Disabilities

District programs and facilities, viewed in their entirety, shall be **in compliance with the Americans with Disabilities Act and any implementing standards and/or regulations,** readily accessible to and usable by individuals with disabilities. In addition, new construction and alterations to facilities existing before January 26, 1992, shall be accessible when viewed in their entirety.

(cf. 6163.2 – Animals At School)

(cf. 7110 – Facilities Master Plan)

Philosophy-Goals-Objectives and Comprehensive Plans**Nondiscrimination in District Programs and Activities****(cf. 7111 – Evaluating Existing Buildings)**

The Superintendent or designee shall ensure that the district provides **appropriate** auxiliary aids and services when necessary to afford individuals with disabilities equal opportunity to participate **in** or enjoy the benefits of a service, program or activity. These aids and services may include, but are not limited to, qualified interpreters or readers, assistive listening devices, notetakers, written materials, taped text, and Braille or large print materials.

(cf. 6020 – Parent Involvement

(cf. 5124 – Communication with Parents/Guardians)

Individuals with disabilities shall notify the Superintendent or principal if they have a disability that requires special assistance or services. Reasonable notification should be given prior to the school-sponsored function, program or meeting.

(cf. 9320 - Meetings and Notices)

(cf. 9322- Agenda/Meeting Materials)

~~The Superintendent or designee shall notify students, parents/guardians, employees, employee organizations and applicants for admission and employment, and sources of referral for applicants about the district's policy on nondiscrimination and related complaint procedures. Such notification shall be included in each announcement, bulletin, catalog, application form or other recruitment materials distributed to these groups. (34 CFR 104.s, 106.9)~~

~~The Superintendent or designee shall also provide information about related complaint procedures.~~

(cf. 1312.3 - Uniform Complaint Procedures)

(cf. 4031 - Complaints Concerning Discrimination in Employment)

To the extent possible, the district's nondiscrimination policy shall be published in the individual's primary language.

(cf. 5145.6 - Parental Notification)

(cf. 4030 - Nondiscrimination in Employment) (cf. 5145.3 - Nondiscrimination/Harassment) (cf. 5145.6 - Parental Notifications)

(cf. 6178 - Vocational Education)

*Legal Reference:**EDUCATION CODE*

200-262.4 Prohibition of discrimination

48985 Notices to parents in language other than English

51007 Legislative intent: state policy

GOVERNMENT CODE

11000 Definitions

11135 Nondiscrimination in programs or activities funded by state

11138 Rules and regulations

~~*11342 Administrative regulations and rulemaking definitions*~~

12900-12996 Fair Employment and Housing Act

54953.2 Brown Act compliance with Americans with Disabilities Act

Philosophy-Goals-Objectives and Comprehensive Plans

Nondiscrimination in District Programs and Activities

PENAL CODE

422.55 Definition of hate crime

422.6 Interference with constitutional right or privilege

CODE OF REGULATIONS, TITLE 5

4600-4687 Uniform complaint procedures

4900-4965 Nondiscrimination in elementary and secondary education programs

UNITED STATES CODE, TITLE 20

*1400-1487 **1482** Individuals with Disabilities in Education Act*

1681-1688 Discrimination based on sex or blindness, Title IX

*2301-2471 **2415** Carl D. Perkins Vocational and Applied Technology Act*

6311 State plans

6312 Local education agency plans

UNITED STATES CODE, TITLE 29

794 Section 504 of the Rehabilitation Act of 1973

UNITED STATES CODE, TITLE 42

2000d - 2000d-7 Title VI, Civil Rights Act of 1964

2000e - 2000e-17, Title VII, Civil Rights Act of 1964 as amended

2000h - 2000h-6 Title IX

1201 - 12213 Americans with Disabilities Act

CODE OF FEDERAL REGULATIONS, TITLE 28

35.10-.35.190 Americans with Disabilities Act

36.303 Auxiliary aids and services

CODE OF FEDERAL REGULATIONS, TITLE 34

100.1 - 100.13 Nondiscrimination in federal programs, effectuating Title VI

104.1 - 104.39 Section 504 of the Rehabilitation Act of 1973

106.1 - 106.61 Discrimination on the basis of sex, effectuating Title IX, especially:

106.9 Dissemination of policy

Management Resources:

CSBA PUBLICATIONS

Providing a Safe, Nondiscriminatory School Environment for Transgender and Gender-Nonconforming Students, Policy Brief, February 2014

Interim Guidance Regarding Transgender Students, Privacy, and Facilities, September 27, 2013

Safe Schools: Strategies for Governing Boards to Ensure Student Success, 2011

U.S. DEPARTMENT OF EDUCATION, OFFICE FOR CIVIL RIGHTS PUBLICATIONS

Notice of Non-Discrimination, January 1999

Protecting Students from Harassment and Hate Crime, January 1999

Nondiscrimination in Employment Practices in Education, August 1991

U.S. DEPARTMENT OF JUSTICE PUBLICATIONS

2010 ADA Standards for Accessible Design, September 2010

WEB SITES

CSBA: <http://www.csba.org>

California Department of Education: <http://www.cde.ca.gov>

California Safe Schools Coalition: <http://www.casafeschools.org>

Pacific ADA Center: <http://www.adapacific.org>

U.S. Department of Education, Office for Civil Rights: <http://www.ed.gov/about/offices/list/ocr>

U.S. Department of Justice, Civil Rights Division, Americans with Disabilities Act: <http://www.ada.gov>

Policy
adopted: March 18, 1997

Policy
revised: February 19, 2002

CULVER CITY UNIFIED SCHOOL DISTRICT

Culver City, California

BOARD REPORT

**5/27/14
14.2a**

14.2a Approval is Recommended for the Textbook Adoption for Culver City High School: Language Arts Department, *Readings for Diversity and Social Justice*; and History/Social Studies Department, *Krugman's Macroeconomics for AP*

Approval is recommended for the Textbook Adoption for Culver City High School Language Arts Department, *Readings for Diversity and Social Justice*; and History/Social Studies Department, *Krugman's Macroeconomics for AP*.

RECOMMENDED ACTION: That the Board approve the Textbook Adoption for Culver City High School: Language Arts Department, *Readings for Diversity and Social Justice*; and History/Social Studies Department, *Krugman's Macroeconomics for AP*.

Moved by:

Seconded by:

Vote:

BOARD REPORT

5/27/14

14.3a

14.3a Resolution #19 – 2014/2015 Piggy-Back and Proposal from Class Leasing, Inc.

At this time we need to approve the proposal from Class Leasing, Inc. for the lease of three portable classrooms and one portable restroom for providing additional space for our educational programs at Lin Howe Elementary School, La Ballona Elementary School (plus a restroom unit), and El Marino Language School at a cost for the first year of the lease of \$59,292.

The first year costs include one-time charges for delivery, improvements, installation, etc. Future years' lease costs for three classrooms and a portable restroom will be \$23,800 annually.

Pursuant to Public Contract Code Section 20118, Resolution #19 is included authorizing the District to piggy-back off an existing contract with Class Leasing, Inc.

RECOMMENDED MOTION: That the Board of Education approve the attached proposal and resolution.

Moved by:

Seconded by:

Vote:

RESOLUTION NO. 19

**RESOLUTION AUTHORIZING
CONTRACT PURSUANT TO PUBLIC CONTRACT CODE SECTION 20118
("PIGGYBACK STATUTE")**

WHEREAS, the Culver City Unified School District ("District") requires portable classrooms for use at District facilities;

WHEREAS, while pursuant to Public Contract Code section 20111, a school district is required to competitively bid "[t]he purchase of equipment, materials, or supplies to be furnished, sold, or leased to the district," that exceed \$84,100, Public Contract Code section 20118 is an exception to this requirement and states,

Notwithstanding Sections 20111 and 20112, the governing board of any school district without advertising for bids, if the board has determined it to be in the best interests of the district, may authorize by contract, lease, requisition, or purchase order, any public corporation or agency, including any county, city, town, or district, to lease data-processing equipment, purchase materials, supplies, equipment, automotive vehicles, tractors, and other personal property for the district in the manner in which the public corporation or agency is authorized by law to make the leases or purchases. Upon receipt of any such personal property, provided the property complies with the specifications set forth in the contract, lease, requisition, or purchase order, the school district may draw a warrant in favor of the public corporation or agency for the amount of the approved invoice, including the reasonable costs to the public corporation or agency for furnishing the services incidental to the lease or purchase of the personal property.

WHEREAS, the Chawanakee Unified School District issued Bid No. 2011-01 and awarded a bid to Class Leasing, Inc. ("Vendor") for the provision of portable classrooms, entered into an agreement with Vendor and extended the term of the agreement through March 6, 2015, via a renewal letter dated November 19, 2013 (collectively, the "Piggyback Contract");

WHEREAS, the Piggyback Contract included a provision pursuant to Public Contract Code section 20118 allowing other public agencies, including the District, to lease or purchase portable classrooms from the Vendor pursuant to the same terms and conditions of the Piggyback Contract; and

WHEREAS, District staff has researched the costs and terms of the Piggyback Contract and believes that the prices of the Piggyback Contract are reasonable and that it would be in the best interests of the District to utilize the Piggyback Contract to lease or purchase the portable classrooms for use at District facilities.

NOW THEREFORE, the Governing Board of the Culver City Unified School District hereby finds, determines, declares, orders, and resolves as follows:

1. That the foregoing recitals are true.
2. That the Governing Board of the District hereby declares that it is in the best interests of the District to lease or purchase portable classrooms via the Piggyback Contract for use at District facilities.
3. That the Governing Board of the District hereby authorizes the District's Superintendent and the District's Assistant Superintendent, Business Services and/or their designee, pursuant to this Resolution to enter into an agreement and to take any action which is necessary to carry out, give effect to, and comply with the terms and intent of this Resolution and consistent with the Public Contract Code and District policy.

IN WITNESS WHEREOF, this Resolution was unanimously approved and adopted by the Governing Board of the Culver City Unified School District, City of Culver City, County of Los Angeles, State of California, this 27th day of May, 2014, by the following vote:

AYES:

NOES:

President

_____, Clerk

Board Secretary

CLASS LEASING, LLC.

1221 Harley Knox Blvd. Perris, Ca 92571-7408
Voice (951) 943-1908 * FAX (951) 943-5768

Revised May 20, 2014
May 19, 2014

Culver City USD

Attn: Mike Reynolds (e-mail MikeReynolds@ccusd.org)

RE: Lease Proposal for the Straight Lease of (3) 24' x 40' Portable Classroom and (1) Porable Restrooms

The following proposal is based upon the Rio School District utilizing the Open Piggyback Contract Bid with Chawanakee Unified School District (Bid No. 2011-01) to straight lease 24' x 40' refurbished portable classrooms and 12'x40' refurbished portable restrooms as outlined below.

Item I – Pricing 24' x 40' Building (5-Year Straight Lease with Wood Foundation System)

Per Unit

A) Annual rental	\$ 4,400.00 (per year)
B) Delivery	\$ 1,553.00
C) Installation	\$ 2,025.00
D) Improvement / Interior Unisex Toilet Room, Line Item 195	\$ 8,495.00
E) Dismantle	\$ 2,025.00
F) Return	\$ 1,553.00
Sales Tax	\$ INC.
Skirting, Ramp & Landing and Carpet	\$ INC.

Item I Delivery, Installation and Restroom Total **\$12,073.00**

Item I x2 24x40s Billed First Year, Includes Item A, B, C & D **\$32,946.00**

Item II – Pricing 24' x 40' Building (5-Year Straight Lease with Wood Foundation System) Per Unit

A) Annual rental	\$ 4,400.00 (per year)
B) Delivery	\$ 1,553.00
C) Installation	\$ 2,025.00
D) Improvement / Sink and Cabinet with bubble, Line Item 230	\$ 3,165.00
E) Dismantle	\$ 2,025.00
F) Return	\$ 1,553.00
Sales Tax	\$ INC.
Skirting, Ramp & Landing and Carpet	\$ INC.

Item II Delivery, Installation and Sink Total **\$ 6,743.00**

Item II x1 24x40 Billed First Year, Includes Item A, B, C & D **\$11,143.00**

Item III – Pricing 12' x 40' Restroom (5-Year Straight Lease with Wood Foundation System) Per Unit

A) Annual rental, Model C	\$10,600.00 (per year)
B) Delivery	\$ 1,553.00
C) Installation	\$ 3,050.00

D)	Dismantle	\$ 3,050.00
E)	Return	\$ 1,553.00
	Sales Tax	\$ INC.
	Skirting, Ramp & Landing and Sheet Vinyl	\$ INC.

Item III Delivery, Installation and Total **\$ 4,603.00**

Item III x1 12x40 RR Billed First Year, includes Item A, B & C **\$15,203.00**

Item I, II and III Billed First Year Project Total **\$59,292.00**

General Note: Rental payments are annual in advance. Items A, B, C and Improvements will be due 30 days after completion of installation. Lease documents will be provided for District signature. Executed Lease Agreements must be received prior to the start of delivery.

Item IV – Inclusions

- Standard flooring and white marker boards in classrooms.
- Paint Buildings to match site colors, colors must be provide ASAP.
- Standard delivery and installation.
- DSA drawings to Architect for DSA submittal. (DSA Stockpile approved drawings)
- Wood foundation and landing.
- Standard wall mount HVAC, standard lights and electrical
- Exterior color selection per Class Leasing standards (wood siding).
- Standard door hardware for classrooms.
- Refurbished units as available in stock (selection by Class Leasing)

(Note: All classroom hardware, lights, carpet, etc. is per Class Leasing standards including door swings as available from existing stock.)

Item V – Exclusions

- DSA submittal, and final site & building approval.
- City Permits, Escorts, Pilot Cars
- Access in-out of site for all equipment, trucking & workmen.
- Level asphalt or dirt pad for building & ramp.
- Transition of ramp toe to grade.
- 2' building close-offs.
- Special 4" separations (if required).
- On site DSA Inspection's.
- Connection of site utilities, FA & low voltage systems.
- Low voltage systems, components & wire (including fire alarm).
- Craning, shuttling, side loading or special unloading of building, (if required due to poor access).
- Cabinetry, Classroom plumbing, building signage.
- Bonds
- Fire sprinklers or rated building (if required).

If the above is acceptable, please sign below or provide a Letter of Intent and return by May 30, 2014.

If you have any questions please do not hesitate to contact me at (951) 943-1908 or on my cell at (951) 236-1207.

Sincerely,
CLASS LEASING, LLC.

Jeremy Goldenetz

Jeremy Goldenetz
Vice President of Sales

ACCEPTED _____ DATE _____

BY _____

TITLE _____

ESTIMATED SITE READY DATE _____
(Month/Year)

BOARD REPORT

**5/27/14
14.3b**

14.3b Approval of Agreement with Balfour Beatty Company for Construction Services

At this time we need to approve the Lease Lease-Back Agreement with Balfour Beatty for the construction of various projects (Site Maintenance 2014) during the summer months, for a preliminary Guaranteed Maximum Price of \$2,002,764.

RECOMMENDED MOTION: That the Board of Education approve the attached Lease Lease-Back Agreement with Balfour Beatty Company.

Moved by:

Seconded by:

Vote:

SUBLEASE AGREEMENT

Between

CULVER CITY UNIFIED SCHOOL DISTRICT

and

BALFOUR BEATTY CONSTRUCTION LLC

For

CULVER CITY USD PROJECT(S) AT VARIOUS SITES 2014

CULVER CITY USD PROJECT(S) AT VARIOUS SITES

SUBLEASE AGREEMENT

This SUBLEASE AGREEMENT ("Sublease") is dated as of April 11, 2014, and is by and between the Culver City Unified School District, a school district duly organized and existing under the laws of the State of California ("District"), Balfour Beatty Construction, LLC, a Delaware limited liability company and operating under the laws of the State of California ("Lessor").

RECITALS:

WHEREAS, the District deems it essential for its own governmental purpose, to finance the construction of certain improvements as described in Exhibit "A" attached hereto (the "Project") and situated on portions the Culver City Middle School, Culver City High School, Culver Park High School, El Marino Elementary School, El Rincon Elementary School, La Ballona Elementary School, Linwood E. Howe Elementary School, Farragut Elementary School and Office of Child Development sites described in Exhibit "B-1", "B-2", "B-3", "B-4", "B-5", "B-6", "B-7", "B-8" and "B-9" attached hereto (the "Site"); and

WHEREAS, pursuant to Section 17400 *et seq.* of the Education Code, the District may enter into leases and agreements relating to real property and buildings used by the District; and

WHEREAS, pursuant to Section 17406 of the Education Code, the District is leasing the Site to Lessor under a lease agreement dated the date hereof (the "Site Lease") attached hereto as Exhibit "C" in consideration of Lessor leasing and subleasing the Project and the Site to the District pursuant to the terms of this Sublease; and

WHEREAS, the District owns the Site and pursuant, to that certain Construction Services Agreement entered into by and between the District and Lessor of even date herewith (the "Construction Services Agreement") attached hereto as Exhibit "D," has prepared and adopted plans and specifications for the completion of the Project which have been approved pursuant to law as required by Section 17402 of the Education Code; and

WHEREAS the District and Lessor agree to mutually cooperate now or hereafter, to the extent possible, in order to sustain the intent of this Sublease and the bargain of both parties hereto, and to provide Sublease Payments to be made on the dates and in the amount set forth herein.

WITNESSETH:

In consideration of the mutual covenants hereinafter set forth, the District and Lessor parties hereto agree as follows:

1. **DEFINITIONS.** Unless the context otherwise requires, the terms defined in this Article shall, for all purposes of this Sublease, have the meanings as herein specified.
 - A. **"Certificate of Acceptance and Notice of Completion"** mean those certificates signed by a District Representative to the effect that the Project has been substantially completed.
 - B. **"Construction Costs"** means any and all costs incurred by the Contractor with respect to the construction and equipping, as the case may be, of the Project, whether paid or incurred prior to or after the date hereof, including, without limitation, costs for Site preparation, the removal or demolition of existing structures, the construction of the Project and related facilities and improvements, and all other work in connection therewith, security of the Site and Project, Contractors' overhead and supervision at the project site, all costs and expenses including any taxes or insurance premiums paid by the Contractor with respect to the Property, and administrative and other expenses necessary or incident to the Project,

excluding Contractors' and Developers' home office overhead and profit. The term "Construction Costs" includes all Contractor's costs associated with preparing or generating additional copies of any Construction Documents, as defined below, related to or required for the Project, including preparation or generation of additional plans and specifications for Contractor's subcontractors. In no event shall Construction Costs exceed the Guaranteed Maximum Price.

- C. **"Construction Services Agreement"** (CSA) means this Construction Services Agreement, together with any duly authorized and executed amendments hereto.
- D. **"Construction Documents" (Sometimes referred to as Contract Documents)** consist of the Agreement between District and Contractor (hereinafter the Agreement or Contract), the Construction Services Agreement, the Site Lease, the Sublease, (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to the entry into this Agreement, Modifications issued after execution of the Contract. A Modification is a written amendment to the Contract signed by parties, a Change Order, a Construction Change Directive, or a written order for a minor change in the Work issued by the Architect. The Contract Documents collectively form the Contract. The Contract represents the entire and integrated Agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a written Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind between the Architect and Contractor, between the District and any Subcontractor or Sub-subcontractor, or between any persons or entities other than the District and the Contractor. The Architect and Contractor shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of their respective duties. (See Article 14 of the CSA).
- E. **"Day"** means a calendar day unless specifically designated as a business day.
- F. **"District"** means the Culver City Unified School District, a school district duly organized and existing under the laws of the State of California.
- G. **"Effective Date"** shall mean the Project commencement date found in the Notice to Proceed for the Project in accordance with Article 4.26 of the Construction Services Agreement.
- H. **"Event of Default"** means one or more events of default as defined in Article 21 of this Sublease.
- I. **"Guaranteed Maximum Price" or "GMP"** means the Guaranteed Maximum Price established pursuant to Article 5 of the CSA to be paid to Contractor for Contractor's construction of the Project hereunder, subject to any adjustments for Extra Work/Modifications as provided in Article 17 of the CSA.
- J. **"Lessor"** shall mean Balfour Beatty Construction, LLC, and its successors and assigns.
- K. **"Prepayment Price"** means the price to be paid by the District to exercise its option to purchase the Site and the Project prior to the natural termination of this Sublease, in accordance with the provisions of Article 26 herein.
- L. **"Project"** means the improvements and equipment to be constructed and installed by the Contractor, as more particularly described and/or referenced in Exhibit "A" attached hereto.
- M. **"Site"** refers to the grounds of the Project or in some cases may refer to multiple sites as defined in the Contract Documents and such adjacent lands as may be directly affected by the

performance of the Work, particularly described in Exhibit "B-1", "B-2", "B-3", "B-4", "B-5", "B-6", "B-7", "B-8" and "B-9" attached hereto.

- N. **"Site Lease"** means the Site Lease of even date herewith, by and between the District and the Lessor as set forth in Exhibit "C" attached hereto, together with any duly authorized and executed amendment thereto under which the District leases the Site to the Lessor.
- O. **"Sublease"** means this Sublease together with any duly authorized and executed amendment hereto.
- P. **"Sublease Payment"** means any payment required to be made by the District pursuant to Article 7 of this Sublease.
- Q. **"Sublease Prepayment"** means any payment required to be made by the District pursuant to Article 26 of this Sublease.
- R. **"Term of this Sublease" or "Term"** means the time during which this Sublease is in effect, as provided for in Article 3 of this Sublease.

2. **SUBLEASE.**

Lessor hereby leases and subleases to District, and District hereby leases and subleases from Lessor the Project and the Site, including any real property improvements now or hereafter affixed thereto in accordance with the provisions herein for the full term of this Sublease. The leasing by the Lessor to the District of the Site shall not effect or result in a merger of the District's leasehold estate pursuant to this Sublease and its fee estate as lessor under the Site Lease, and the Lessor shall continue to have and hold a leasehold estate in said Site pursuant to the Site Lease throughout the term thereof and the term of this Sublease.

3. **TERM OF THE SUBLEASE.**

The terms and conditions of this Sublease shall become effective upon issuance of a Notice to Proceed. The term of the Sublease shall terminate upon completion of the Punchlist defined under Article 13.16 of the Construction Services Agreement and payment of the last Sublease Payment, unless sooner terminated as hereinafter provided.

- A. Termination of Term. Except as otherwise provided, the Term of this Sublease shall terminate upon the earliest of any of the following events:
 - (1) An Event of Default and the Lessor's election to terminate this Sublease pursuant to the provisions of Sections 21 and 22, hereof;
 - (2) The arrival of the last day of the Term of this Sublease and payment of all Sublease Payments hereunder; or
 - (3) The exercise of the District's option under Article 26 hereof.

4. **REPRESENTATIONS, WARRANTIES AND COVENANTS OF DISTRICT.** The District represents and warrants to Lessor that:

- A. District is a public school district, duly organized and existing under the Constitution and laws of the State of California with authority to enter into this Sublease and to perform all of its obligations hereunder;

- B. District's governing body has duly authorized the execution and delivery of this Sublease and further represents and warrants that all requirements have been met and procedures followed to ensure its enforceability;
- C. The execution, delivery and performance of this Sublease does not and will not result in any breach of or constitute a default under any indenture, mortgage, contract, agreement or instrument to which District is a party by which it or its property is bound;
- D. There is no pending or, to the knowledge of District, threatened action or proceeding before any court or administrative agency which will materially adversely affect the ability of District to perform its obligations under this Sublease;
- E. The Project and the Site are essential to District in the performance of its governmental functions and their estimated useful life to the District exceeds the term of this Sublease;
- F. District shall take such action as may be necessary to include all Sublease Payments in its annual budget and annually to appropriate an amount necessary to make such Sublease Payments;
- G. District shall not abandon the Site for the use for which it is currently required by District and, to the extent permitted by law, District shall not seek to substitute or acquire property to be used as a substitute for the uses for which the site is maintained under the Sublease; and
- H. District shall not allow any Hazardous Substances (as such term is defined in the Site Lease and limited by that which shall be disclosed by the District prior to the Project commencement date in the Notice to Proceed) to be used or stored on, under or about the Site.

5. **REPRESENTATIONS AND WARRANTIES OF LESSOR.** Lessor represent and warrant to District that:

- A. Lessor is duly organized in the State of Delaware, and in good standing as a limited liability company operating under the laws of the State of California, with full corporate power and authority to lease and own real and personal property;
- B. Lessor has full power, authority and legal right to enter into and perform its obligations under this Sublease, and the execution, delivery and performance of this Sublease has been duly authorized by all necessary corporate actions on the part of Lessor and does not require any further approvals or consents;
- C. The execution, delivery and performance of this Sublease does not and will not result in any breach of or constitute a default under any indenture, mortgage, contract, agreement or instrument to which Lessor is a party by which they or their property is bound;
- D. There is no pending or, to the knowledge of Lessor, threatened action or proceeding before any court or administrative agency which will materially adversely affect the ability of Lessor to perform their obligations under this Sublease; and
- E. Lessor will not mortgage or encumber the Site or the Sublease or assign this Sublease or their rights to receive Sublease Payments hereunder, except as permitted herein.

6. **CONSTRUCTION/ACQUISITION.**

- A. District has entered into a Construction Services Agreement and a Site Lease with Lessor in order to acquire and construct the Project. The cost of the construction and installation of the

Project is determined by the GMP as set forth in Article 5 of the Construction Services Agreement.

- B. In order to ensure that moneys sufficient to pay all costs will be available for this purpose when required, District shall maintain on deposit, and shall annually appropriate funds sufficient to make all Sublease Payments which become due to Lessor under this Sublease Agreement.

7.

SUBLEASE PAYMENTS.

- A. District shall pay Lessor lease payments (the "Sublease Payments") as provided by the Construction Services Agreement. In no event shall the sum of the Sublease Payments due hereunder exceed the GMP as it may be revised by the District from time to time in accordance with the provisions set forth in the Construction Services Agreement. The Sublease Payments shall be adjusted to reflect any adjustment to the GMP agreed to in writing by the District and the Contractor.
- B. Should the District fail to pay any part of the Sublease Payments not otherwise excused pursuant to this Article or Article 9 hereof, or otherwise questioned or challenged by the District pursuant to the Construction Services Agreement, within twenty-five (25) business days from the due date thereof, the District shall, upon Lessor's written request, pay interest on such delinquent payment from the date said payment was due until paid at the rate of seven percent (7%) per annum or the maximum legal rate chargeable to Public Entities, whichever is less. The obligation of the District to pay Sublease Payments hereunder shall constitute 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 limitations or requirements 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.
- C. In the event that the District exercises its option under Article 26(B) below, and purchases the Project by paying the Prepayment Price, the District's obligations under this Sublease, including but not limited to the District's obligation to pay Sublease Payments under this Section, shall thereupon cease and terminate.
- D. Except as specifically provided in this Article and in Article 9 hereof or as otherwise provided by law, the obligation of the District to make Sublease Payments when due and payable hereunder will be absolute and unconditional in all events and will not be subject to any set-off, defense, counterclaim, abatement or recoupment for any reason whatsoever.

8.

FAIR RENTAL VALUE.

Sublease Payments shall be paid by District in consideration of the right of possession of, and the continued quiet use and enjoyment of, the Project and the Site during the lease. The parties hereto have agreed and determined that such total rental is not in excess of the fair rental value of the Project and the Site. In making such determination, consideration has been given to the fair market value of the Project and the Site, other obligations of the parties under this Sublease (including but not limited to costs of maintenance, taxes and insurance), the uses and purposes which may be served by the Project and the Site and the benefits therefrom which will accrue to the District and the general public, the ability of the District to make additions, modifications and improvements to the Project and the Site which are not inconsistent with the Construction Services Agreement (Exhibit "D" hereof) and which do not interfere with the Lessor's work on the Project and the Site.

9.

SUBLEASE ABATEMENT.

In addition to delay of Sublease Payments provided in Article 7, above, Sublease Payments due hereunder with respect to the Project and the Site shall be subject to abatement prior to the commencement of the use of the Project and the Site by the District or during any period in which, by reason of material damage to or destruction of the Project or the Site, there is substantial interference with the use and right of possession by the District of the Project and the Site or any substantial portion thereof. For each potential incident of substantial interference, decisions to be made on i) whether or not abatement shall apply; ii) the date upon which abatement shall commence; iii) the applicable portion of Sublease Payments to be abated and; iv) the concluding date of the particular abatement shall all be subject to determinations by the District. The amount of Sublease abatement shall be such that the Sublease Payments paid by the District during the period of Project and Site restoration do not exceed the fair rental value of the usable portions of the Project and Site. In the event of any damage or destruction to the Project or the Site, this Sublease shall continue in full force and effect.

10.

USE OF SITE AND PROJECT.

During the term of this Sublease, Lessor shall provide the District with quiet use and enjoyment of the Site without suit, or hindrance from Lessor or their assigns, provided District is in compliance with its duties under this Sublease. District will not use, operate or maintain the Site or Project improperly, carelessly, in violation of any applicable law or in a manner contrary to that contemplated by this Sublease. District shall provide all permits and licenses, if any, necessary for the operation of the Project and Site. In addition, the District agrees to comply in all respects (including, without limitation, with respect to the time, maintenance and operation of the Project and Site) with laws of all jurisdictions in which its operations involving the Project and Site may extend and any legislative, executive, administrative or judicial body exercising any power or jurisdiction over the Site or the Project; provided, however, that District may contest in good faith the validity or application of any such law or rule in any reasonable manner which does not, in the opinion of Lessor, adversely affect the estate of Lessor in and to the Site or the Project or its interest or rights under this Sublease. Lessor acknowledges that at any time during the term of this Sublease, District may access the Site to conduct District business. Lessor acknowledges and agrees to the District's use or occupation of the Site, so long as such use or occupation does not unreasonably interfere with construction of the Project. Upon substantial completion of the Project or severable portions hereof, the Lessor shall provide the District with quiet use and enjoyment of the Site without suit or hindrance from the Lessor or its assigns, subject to reasonable interference from ongoing construction operations on any remaining portion of the Site under construction by the Lessor.

11.

LESSOR'S INSPECTION/ACCESS TO THE SITE.

District agrees that Lessor and any of Lessor's representatives shall have the right at all reasonable times to enter upon the Site or any portion thereof to construct and improve the Project, to examine and inspect the Site and the Project and to exercise its remedies pursuant to the section in this Sublease entitled "Remedies on Default." District further agrees that Lessor and any of Lessor's representatives shall have such rights of access to the Site as may be reasonably necessary to cause the proper maintenance of the Site and the Project in the event of failure by District to perform its obligations hereunder.

12. **PROJECT ACCEPTANCE.**

District shall acknowledge final inspection and completion of the Project by executing a recording a Notice of Completion. The validity of this Sublease will not be affected by any delay in or failure of completion of the Project.

13. **ALTERATIONS AND ATTACHMENTS.** All permanent additions and improvements that are made to the Project shall belong to and become the property of Lessor, subject to the provisions of this Sublease and Sections 25 and 26 hereof. Separately identifiable attachments added to the Project by the District shall remain the property of the District. At Lessor's request, the District agrees to remove the attachments and restore the Project to substantially as good condition as when acquired and constructed, normal wear and tear excepted, in the event of failure by the District to perform its obligations hereunder.

14. **INTENTIONALLY DELETED.**

15. **UTILITIES.**

Until the date the Project is deemed Substantially Complete under Article 4.43 of the Construction Services Agreement, Lessor shall, in its own name, contract for and pay the expenses of all utility services required for the Project once constructed and Site, such utilities, including but not limited to, all air conditioning, heating, electrical, gas, water, and sewer units. Once the Project is Substantially Complete under Article 4.43 of the Construction Services Agreement, the District shall be liable for payment as well as maintenance of all utility services received.

16. **INTENTIONALLY DELETED.**

17. **INTENTIONALLY DELETED.**

18. **INTENTIONALLY DELETED.**

19. **TAXES.**

District shall keep the Project and the Site free and clear of all levies, liens, and encumbrances and shall pay all license fees, registration fees, assessments, charges, and taxes (municipal, state, and federal) if applicable, which may now or hereafter be imposed upon the ownership, leasing, renting, sale, possession, or use of the Project and the Site, excluding, however, all taxes on or measured by Lessor's income.

20. **INTENTIONALLY DELETED.**

21. **EVENTS OF DEFAULT.** The term "Event of Default," as used in this Sublease means the occurrence of any one or more of the following events:

A. The District fails to make any unexcused Sublease Payment (or any other payment) within fifteen (15) days after the due date thereof or the District fails to perform or observe any other covenant, condition or agreement to be performed or observed by it hereunder and such failure to either make the payment or perform the covenant, condition or agreement is not cured within ten (10) days after written notice thereof by Lessor;

B. The Lessor discovers that any statement, representation or warranty made by the District in this Sublease, or in any document ever delivered by the District pursuant hereto or in connection herewith is misleading or erroneous in any material respect;

- C. The District becomes insolvent, is unable to pay its debts as they become due, makes an assignment for the of creditors, applies or consents to the appointment of a receiver, trustee, conservator or liquidator of the District or of all or a substantial part of its assets, or a petition for relief is filed by the District under federal bankruptcy, insolvency or similar laws.

22. **REMEDIES ON DEFAULT.** Upon the happening of any Event of Default, Lessor may exercise remedies set forth below; provided, however, that notwithstanding anything herein to the contrary, there shall be no right under any circumstances to accelerate the Sublease Payments or otherwise declare any Sublease Payments not then in default to be immediately due and payable. The District shall continue to remain liable for the payment of Sublease Payments and damages for breach of this Sublease and the performance of all conditions herein such Sublease Payments and damages shall be payable to Lessor at the time and in the manner set forth in subsections (A) and (B) of this Section:

- A. In the event that Lessor does not elect to terminate this Sublease pursuant to subsection (B) below, the District agrees to and shall remain liable for the payment of Sublease Payments and the performance of all conditions herein and shall reimburse Lessor for the full amount of the Sublease Payments to the end of the Sublease term.
- B. In the event of termination of this Sublease by Lessor at its option and in the manner hereinafter provided on account of default by the District, the District shall pay Lessor Sublease Payments then owing for past Sublease Payments due and not paid, compensation on the basis of time and materials for all labor, materials and services provided up to the date of Lessor's termination of the Sublease. Neither notice to pay Sublease Payments or to deliver up possession of the Project and the Site given pursuant to law nor any proceeding in unlawful detainer taken by Lessor shall of itself operate to terminate this Sublease. In the event of any such litigation between the parties, the parties shall pay for their respective costs incurred, including attorneys' fees.

No right or remedy herein conferred upon or reserved to Lessor is exclusive of any other right or remedy herein, but each shall be cumulative of every other right or remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise, and may be enforced concurrently therewith or from time to time; provided, however, that notwithstanding any provisions to the contrary herein, Lessor shall not under any circumstances have the right to accelerate the Sublease Payments that fall due in future Sublease periods or otherwise declare any Sublease Payments not then in default to be immediately due and payable.

23. **NON-WAIVER.**

No covenant or condition to be performed by District or Lessor under this Sublease can be waived except by the written consent of the other party. Forbearance or indulgence by District or Lessor in any regard whatsoever shall not constitute a waiver of the covenant or condition in question. Until complete performance by the District or Lessor of said covenant or condition, the other party shall be entitled to invoke any remedy available to it under this Sublease or by law or in equity *despite said forbearance or indulgence.*

24. **ASSIGNMENT.**

Without the prior written consent of the Lessor, which consent shall not be unreasonably withheld, the District shall not (a) assign, transfer, pledge, or hypothecate this Sublease, the Project and the Site, or any part thereof, or any interest therein, or (b) sublet or lend the use of the Project or any part thereof, except as authorized by the provisions of the California Civic Center Act, Education Code section 38130 *et seq.* However, District may lease, license or

otherwise allow use or occupation of the Site for third party use so long as such use or occupation does not unreasonably interfere with construction of the Project. Consent to any of the foregoing prohibited acts applies only in the given instance and is not a consent to any subsequent like act by the District or any other person. The Lessor shall not assign its obligations under this Sublease with the exception of their obligation to issue default notices and to convey or reconvey their interest in the Project and Site to the District upon full satisfaction of the District's obligations hereunder; however, the Lessor may assign their right, title and interest in this Sublease, the Sublease Payments and other amounts due hereunder and the Project in whole or in part to one or more assignees or subassignees at any time upon written notice to the District. No assignment shall be effective as against the District unless and until the District is so notified in writing. The District shall pay all Sublease Payments due hereunder pursuant to the direction of Lessor or the assignee named in the most recent assignment or notice of assignment. During the Sublease term, the District shall keep a complete and accurate record of all such assignments. Subject always to the foregoing, this Sublease inures to the benefit of, and is binding upon, the heirs, legatees, personal representatives, successors, and assigns of the parties hereto.

25.

OWNERSHIP.

The Project is and shall at all times be and remain the sole and exclusive property of the Lessor, and the District shall have no right, title, or interest therein or thereto except as expressly set forth herein. During the Term of this Sublease Agreement, the District shall hold title to the Site and obtain title to the Project from the Lessor, and any and all additions which comprise fixtures, repairs, replacements or modifications thereof, as construction progresses and lease payments are made to Lessor. During the term of this Sublease Agreement, the Lessor shall have a leasehold interest in the Site pursuant to the Site Lease. If the District prepays the Sublease Payments in full pursuant to Article 27 hereof or otherwise pays all Sublease Payments, all remaining right, title and interest of the Lessor, if any, in and to the Project and the Site, shall be fully transferred to and vested in the District. Title shall be transferred to and vested in the District hereunder without the necessity for any further instrument of transfer. At the termination of this Sublease Agreement, title to the Site, and any improvements constructed thereon shall vest in the District.

26.

SUBLEASE PREPAYMENTS/PURCHASE OPTION.

- A. **Sublease Prepayments.** At any time during the term of this Sublease, the District may, upon the request of the Lessor or on upon its own initiative, make Sublease Prepayments to the Lessor. No Sublease Prepayments requested by the Lessor may be made by the District in an amount not to exceed the aggregate true cost to the Lessor of the work on the Project completed to the date the Lessor submits the request for a Sublease Prepayment less the aggregate amount of: (1) all Sublease Payments previously made by the District to the Lessor; (2) all Sublease Prepayments previously made by the District to the Lessor; (3) all amounts previously retained pursuant to Article 26(A)(3), below, from Sublease Prepayments previously made by the District to the Lessor (unless the Lessor shall have previously substituted securities for such retained amounts pursuant to Article 26(A)(3)); and (4) the Retention for such Sublease Prepayment pursuant to Article 26(A)(3). Lessor must submit evidence that the conditions precedent set forth in Article 26(A)(1), below, have been met. In the event District elects to make Sublease Prepayments, the Prepayment Price, contemplated in Article 26(B), below, shall be adjusted accordingly.

- (1) The following are conditions precedent to any Sublease Prepayments made to the Lessor pursuant to a request of the Lessor:

- a. Satisfactory progress of the Construction pursuant to the time schedule required pursuant to Article 9 of the Construction Services Agreement (the "Time Schedule") shall have been made as determined in Article 26 (A)(2), below.
 - b. Lessor shall also submit to the District (i) duly executed conditional lien releases and waivers (in the form provided in California Civil Code section 8132) from the Lessor and all Subcontractors, consultants and other persons retained by the Lessor in connection with the Project, whereby such persons conditionally waive all lien and stop notice rights against the District, the Project and the Project site with respect to the pending Sublease Prepayment to be made by the District, (ii) duly executed unconditional lien releases and waivers (in the form provided in California Civil Code section 8134) from the Lessor and all subcontractors, consultants and other persons retained by the Lessor in connection with the Project, whereby such persons unconditionally and irrevocably waive all lien and stop notice rights against the District, the Project and the Project site with respect to all previous Sublease Prepayments made by the District, and (iii) any other items that the Lessor may be required to collect and distribute to the District pursuant to the terms and provisions of the Construction Services Agreement. Lessor shall promptly pay all amounts due to each subcontractor, consultant and other person retained by Lessor in connection with the Project no later than ten (10) days after Lessor's receipt of a Sublease Prepayment from the District.
- (2) The determination of whether satisfactory progress of the Construction pursuant to the Time Schedule has occurred shall be made by the inspector hired by the District pursuant to Article 10 of the Construction Services Agreement. If the District's inspector determines that pursuant to the Time Schedule, the work required to be performed, as stated in the Lessor's Sublease Prepayment request has not been substantially completed, the Lessor shall not be eligible to receive the requested Sublease Prepayment.
 - (3) The District shall retain an amount equal to ten percent (10%) of each Sublease Prepayment ("Retention") made at Lessor's request, unless said Retention is modified pursuant to Article 20 of the Construction Provisions. Lessor shall have the right, as delineated in Article 35 of the Construction Services Agreement, to substitute securities for any Retention withheld by the District, pursuant to the provisions of Public Contract Code section 22300. At any time after fifty percent of the work has been completed, if the Governing Board of the District finds that satisfactory progress is being made, it may make any of the remaining Sublease Prepayments in full.
- B. **Purchase Option.** If the District is not in default hereunder, the District shall be granted options to purchase not less than all the Project in as-is condition. The Prepayment Price at any given time shall be an amount equal to the GMP, as it may be revised from time to time, less the sum of any Sublease Payments and/or Sublease Prepayments made by the District prior to the date on which the District elects to exercise its option under this Section.

27.

RELEASE OF LIENS.

- A. Notwithstanding Article 26, upon District executing a Certificate of Acceptance and filing a Notice of Completion on the Project, as such term is defined herein and in the Construction Services Agreement, Lessor or its assignee and the District shall release Lessor's leasehold

interest in Project and the Site. However, District shall retain any and all claims and or warranties it may have under the Construction Services Agreement.

- B. Lessor shall authorize, execute and deliver to the District all documents reasonably requested by the District to evidence (i) the release of any and all liens created pursuant to the provisions of this Sublease and the Site Lease, and (ii) any other documents required to terminate the Site Lease and this Sublease.

28. **TERMINATION OF CONSTRUCTION SERVICES AGREEMENT.**

In the event the Construction Services Agreement is terminated pursuant to the provisions contained therein, this Sublease shall immediately terminate.

29. **SEVERABILITY.**

If any provision of this Sublease shall be held invalid or unenforceable by a court of competent jurisdiction, such holdings shall not invalidate or render unenforceable any other provision of this Sublease, unless elimination of such provision materially alters the rights and obligations embodied in this Sublease.

30. **INTEGRATION/MODIFICATION.**

This Sublease constitutes the entire agreement between Lessor and the District as to those matters contained herein, and supersedes and cancels any prior oral or written understanding, promises or representations with respect to those matters covered herein, and it shall not be amended, altered, or changed except by a written agreement signed by the parties hereto.

31. **NOTICES.**

Services of all notices under this Sublease shall be sufficient if given personally or mailed to the party involved at its respective address hereinafter set forth or at such address as such party may provide in writing from time to time. Any change in the addresses noted shall not be binding upon the other party unless preceded by no less than thirty (30) days prior written notice. Any such notices shall be deemed to have been received by the addressee if delivered to the person for whom they are intended or if sent by registered mail, return receipt requested, or by telex, telegram, or fax followed by regular mail, addressed as follows:

If to Lessor: BALFOUR BEATTY CONSTRUCTION LLC
10620 Treena St., Suite 300
San Diego, CA 92131
Attn: Brian Cahill, President Southwest Division

If to District: CULVER CITY UNIFIED SCHOOL DISTRICT
4034 Irving Place
Culver City, CA 90232
Attn: David LaRose, Superintendent of Schools
Attn: Michael Reynolds, Chief Business Official

32. **TITLES.**

The titles to the sections of this Sublease are solely for the convenience of the parties and are not an aid in the interpretation thereof.

33.

TIME.

Time is of the essence in this Sublease and each and all of its provisions.

34.

LAWS, VENUE AND ATTORNEYS' FEES.

The terms and provisions of this Sublease shall be construed in accordance with the laws of the State of California. If any action is brought in a court of law to enforce any term of this Sublease, the action shall be brought in a state court situated in the County of Los Angeles, State of California, unless a court finds jurisdiction or venue is only proper in a federal court, or a court outside this county. In the event of any such litigation between the parties, each party shall bear its own attorney's fees.

IN WITNESS WHEREOF, the parties hereto have executed this Sublease by their authorized officers as of the day and year first written above.

**CULVER CITY UNIFIED SCHOOL DISTRICT
"DISTRICT"**

**BALFOUR BEATTY CONSTRUCTION LLC
"LESSOR"**

BY:

BY:



Brian H. Cahill
resident, Southwest Division

EXHIBIT A
DESCRIPTION OF PROJECT(S)

CULVER CITY USD PROJECT (S) AT VARIOUS SITES 2014		
ITEM	SCOPE OF PROJECTS	SITE
1	ADA ramps athletic field	CCHS
2	Replace missing gym ceiling tiles	CCMS
3	Library HVAC	CCMS
4	Provide 10 additional hydration stations	CCMS/CCHS
5	Landscape	CPS
6	Food Services/Lunch	CPS
7	Install owner provided modular restroom	Culver Park HS
8	PA and camera all schools	District Wide
9	Provide shade structure at eating area	El Marino
10	Provide shade structure at playground to replace dead trees	El Marino
11	Provide ADA parking as required	El Marino
12	Provide new storage bin	El Rincon
13	Remove existing and provide new ball walls, total 11	District Wide ES
14	Provide new playground layout and play field	Farragut
15	Install owner provided modular classroom	La Ballona
16	Install owner provided modular restroom	La Ballona
17	Provide new play field (Turf)	La Ballona
18	Install owner provided modular classroom	Lin Howe

EXHIBIT "B-1"
DESCRIPTION OF SITE

School: El Marino Language School



- Location: 11450 Port Rd., Culver City, CA 90230
- History: opened in 1952
- The school was originally built as a neighborhood school, but later closed due to declining enrollment. El Marino reopened in 1994 to house the district's two elementary school Language Immersion programs, the Spanish Immersion Program [SIP] and the Japanese Immersion Program [JIP].
- Population: 770 students

EXHIBIT "B-2"
DESCRIPTION OF SITE

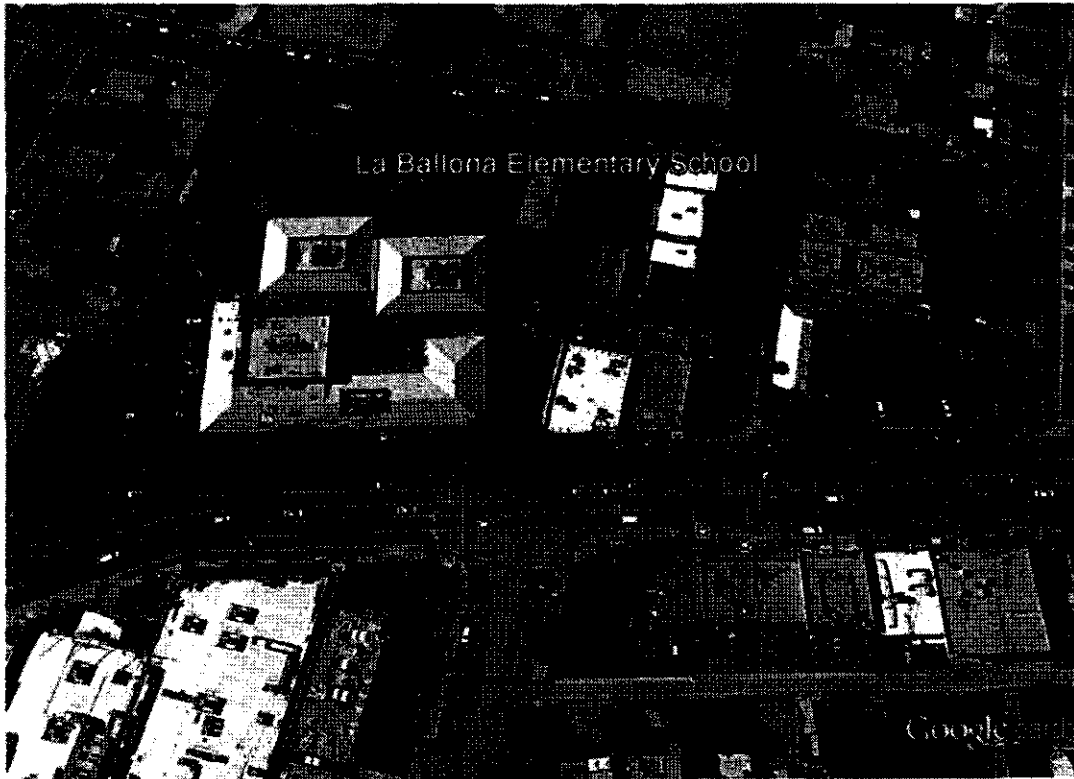
School: El Rincon Elementary School



- Location: 11177 Overland Ave., Culver City CA 90230
- History: opened in 1952
- Population: 540 students

EXHIBIT "B-3"
DESCRIPTION OF SITE

School: La Ballona Elementary School



- Location: 10915 Washington Blvd., Culver City CA 90232
- History: opened in 1865
- Population: 550 students

EXHIBIT "B-4"
DESCRIPTION OF SITE

School: Linwood E. Howe Elementary School



- Location: 4100 Irving Place, Culver City CA 90232
- History: opened in 1916
- Population: 530 students

EXHIBIT "B-5"
DESCRIPTION OF SITE

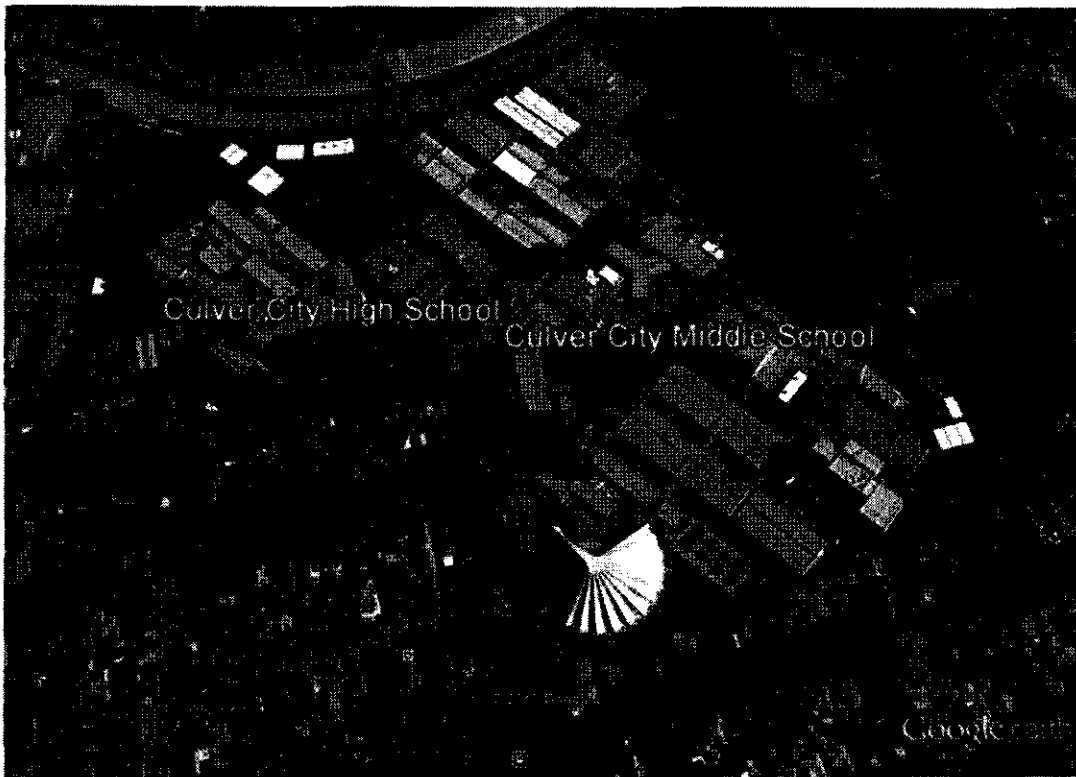
School: Farragut Elementary School



- Location: 10820 Farragut Dr., Culver City CA 90230
- History: opened in 1950
- Population: 525 students

EXHIBIT "B-6"
DESCRIPTION OF SITE

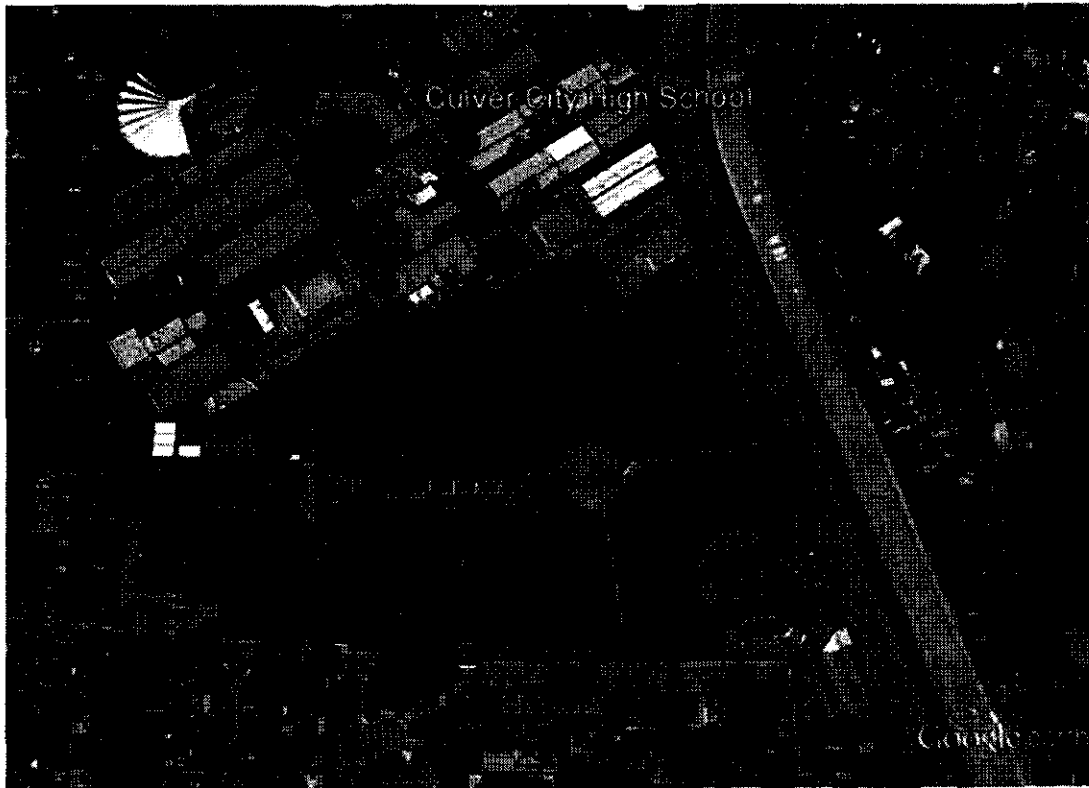
School: Culver City Middle School



- Location: 4601 Elenda St., Culver City CA 90230
- History: built in 1950
- Population: 1567 students

EXHIBIT "B-7"
DESCRIPTION OF SITE

School: Culver City High School



- **Location:** 4401 Elenda St., Culver City CA 90230
- **History:** opened in 1951
- **Population:** 2300 students

EXHIBIT "B-8"
DESCRIPTION OF SITE

School: Culver Park Continuation High School



- Location: 4601 Elenda St., Culver City CA 90230
- Population: 80 students

EXHIBIT "B-9"
DESCRIPTION OF SITE

SCHOOL: OFFICE OF CHILD DEVELOPMENT



- **Location: 4601 Elenda St., Culver City CA 90230**
- **Population: 80 students**

EXHIBIT C

SITE LEASE (UNDER SEPARATE COVER)

EXHIBIT D

CONSTRUCTION SERVICES AGREEMENT (UNDER SEPARATE COVER)

SITE LEASE

Between

CULVER CITY UNIFIED SCHOOL DISTRICT

and

BALFOUR BEATTY CONSTRUCTION LLC

For

CULVER CITY USD PROJECT(S) AT VARIOUS SITES 2014

CULVER CITY USD PROJECT(S) AT VARIOUS SITES 2014

SITE LEASE

This SITE LEASE is dated as of April 11, 2014, and is by and between the Culver City Unified School District, a school district duly organized and existing under the laws of the State of California (the "District") as lessor and Balfour Beatty Construction, LLC, a Delaware limited liability company operating under the laws of the State of California (the "Lessee").

WHEREAS, the District desires to provide for the construction of certain public improvements at the Culver City Middle School, Culver City High School, Culver Park High School, El Marino Elementary School, El Rincon Elementary School, La Ballona Elementary School, Linwood E. Howe Elementary School, Farragut Elementary School and Office of Child Development sites (the "Project"); and

WHEREAS, the District's governing board has determined that it is in the best interests of the District and for the common benefit of the citizens it serves to construct the Project by leasing to the Lessee land and existing buildings at the Culver City Middle School, Culver City High School, Culver Park High School, El Marino Elementary School, El Rincon Elementary School, La Ballona Elementary School, Linwood E. Howe Elementary School, Farragut Elementary School and Office of Child Development sites at which the public improvements are to be constructed, as more specifically described in Exhibit "A-1", "A-2", "A-3", "A-4", "A-5", "A-6", "A-7", "A-8" and "A-9" (the "Site"), and subleasing from the Lessee the Site and the Project under a Sublease Agreement (the "Sublease") attached hereto as Exhibit "B" and by this reference incorporated herein; and

WHEREAS, the Lessee has conducted a review of the Site and the Project to determine the suitability of the site, site conditions, utilities, existence of hazardous substances, and other conditions for the construction of the Project that are visible, can be observed, or documented in any District-supplied information or documents (more fully detailed in the Construction Services Agreement); and

WHEREAS, the District and the Lessee have entered into a Construction Services Agreement ("Construction Services Agreement"), attached hereto as Exhibit "C" and by this reference incorporated herein, to ensure that the Project will meet the District's expectations; and

WHEREAS, the District is authorized under Section 17406 of the California Education Code to lease the Site and its governing body has duly authorized the execution of this Site Lease; and

WHEREAS, the Lessee is authorized to lease the Site and to construct the Project on the Site, and has duly authorized the execution and delivery of the Sublease and this Site Lease.

NOW THEREFORE, in consideration of the covenants hereinafter set forth, District and Lessee agree as follows:

1. **DEFINITIONS.** Unless the context otherwise requires, the terms defined in this Article shall, for all purposes of this lease, have the meanings as herein specified.
 - A. **"Construction Services Agreement" (CSA)** means this Construction Services Agreement, together with any duly authorized and executed amendments hereto.
 - B. **"Construction Documents" (Sometimes referred to as Contract Documents)** consist of the Agreement between District and Contractor (hereinafter the Agreement or Contract), the Construction Services Agreement, the Site Lease, the Sublease, (General, Supplementary and

other Conditions), Drawings, Specifications, Addenda issued prior to the entry into this Agreement, Modifications issued after execution of the Contract. A Modification is a written amendment to the Contract signed by parties, a Change Order, a Construction Change Directive, or a written order for a minor change in the Work issued by the Architect. The Contract Documents collectively form the Contract. The Contract represents the entire and integrated Agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a written Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind between the Architect and Contractor, between the District and any Subcontractor or Sub-subcontractor, or between any persons or entities other than the District and the Contractor. The Architect and Contractor shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of their respective duties. (See Article 14 of the CSA).

- C. **"Day"** means a calendar day unless specifically designated as a business day.
- D. **"District"** means the Culver City Unified School District, a school district duly organized and existing under the laws of the State of California.
- E. **"Effective Date"** shall mean the Project commencement date found in the Notice to Proceed for the Project in accordance with Article 4.26 of the Construction Services Agreement.
- F. **"Lessee"** shall mean Balfour Beatty Construction, LLC, and its successors and assigns.
- G. **"Project"** means the improvements and equipment to be constructed and installed by the Contractor, as more particularly described and/or referenced in Exhibit "A" to the Sublease.
- H. **"Site"** refers to the grounds of the Project or in some cases may refer to multiple sites as defined in the Contract Documents and such adjacent lands as may be directly affected by the performance of the Work, more particularly described in Exhibit "A-1", "A-2", "A-3", "A-4", "A-5", "A-6", "A-7", "A-8" and "A-9" attached hereto.
- I. **"Site Lease"** means this Site Lease together with any duly authorized and executed amendment hereto under which the District leases the Site to the Lessee.
- J. **"Sublease"** means the Sublease dated of even date herewith, by and between the District and the Lessee together with any duly authorized and executed amendment thereto.
- K. **"Sublease Payment"** means any payment required to be made by the District pursuant to Article 7 of the Sublease.
- L. **"Sublease Prepayment"** means any payment required to be made by the District pursuant to Article 26 of the Sublease.
- M. **"Term of this Lease" or "Term"** means the time during which this Lease is in effect, as provided for in Article 3 of this Site Lease.

2. **SITE LEASE.**

The District leases to the Lessee, and the Lessee leases from the District, on the terms and conditions set forth herein, the Site situated in the City of Culver City, County of Los

Angeles, State of California, more specifically described in Exhibit "A" attached hereto, including any real property improvements now or hereafter affixed thereto.

3. **TERM.**

The term of this Site Lease shall become effective upon the authorized execution of this Site Lease and upon completion of Lessee's Due Diligence with regard to the Site and issuance of a Notice to Proceed. The term of this Site Lease shall terminate as of the last day of the Sublease, unless sooner terminated as provided thereby. If on the scheduled date of termination of this Site Lease, Sublease Payments shall have therefore been abated at any time and for any reason, then the term of this Site Lease shall be subject to a Liquidated Damages cost as set forth in Article 3.7 of the Construction Services Agreement and the Site Lease shall be extended until the date upon which all such Sublease Payments shall be fully paid. Without limiting any other term or provision of the Sublease Agreement or Construction Services Agreement between the parties, at the termination of this Site Lease, natural or otherwise, title to the Site, and any improvements constructed thereon by the Lessee, shall vest in the District in accordance with Education Code section 17406.

4. **REPRESENTATIONS, COVENANTS, AND WARRANTIES OF THE DISTRICT.**

The District represents, covenants and warrants to the Lessee that:

- A. The District has good and merchantable fee title to the Site and has authority to enter into and perform its obligations under this Site Lease;
- B. There are no liens on the Site other than Permitted Encumbrances;
- C. All taxes, assessments or impositions of any kind with respect to the Site, if applicable, except current taxes, have been paid in full;
- D. The Site is properly zoned (or subject to an exception from zoning) for the intended purpose and utilization of the Site ;
- E. The District is in compliance with all laws, regulations, ordinances and orders of public authorities applicable to the Site;
- F. Except for Validation Actions concerning the Project, there is no litigation of any kind currently pending or threatened regarding the Site or the District's use of the Site for the purposes contemplated by this Site Lease;
- G. To the best of the District's knowledge, except for that which shall be disclosed by the District prior to the Project commencement date in the Notice to Proceed:
 - (1) no dangerous, toxic or hazardous pollutants, contaminants, chemicals, waste, materials or substances, as defined in or governed by the provisions of any State or Federal Law relating thereto (hereinafter collectively called "Environmental Regulations", and also including, but not limited to, urea-formaldehyde, polychlorinated biphenyls, asbestos, asbestos containing materials, nuclear fuel or waste, radioactive materials, explosives, carcinogens and petroleum products, or any other waste, material, substance, pollutant or contaminant which would subject the owner of the Site or the Lessee or the Lessee's subcontractors to any damages, penalties or liabilities under any applicable Environmental Regulation (hereinafter

collectively called "Hazardous Substances", are now or have been stored, located, generated, produced, processed, treated, transported, incorporated, discharged, emitted, released, deposited or disposed of in, upon, under, over or from the Site;

- (2) no threat exists of a discharge, release or emission of a Hazardous Substance upon or from the Site into the environment;
 - (3) the Site has not been used as or for a mine, a landfill, a dump or other disposal facility, industrial or manufacturing facility, or a gasoline service station;
 - (4) no underground storage tank is now located in the Site or has previously been located therein;
 - (5) no violation of any Environmental Regulation now exists relating to the Site, no notice of any such violation or any alleged violation thereof has been issued or given by any governmental entity or agency, and there is not now any investigation or report involving the Site by any governmental entity or agency which in any way relates to Hazardous Substances;
 - (6) no person, party or private or governmental agency or entity has given any notice of or asserted any claim, cause of action, penalty, cost or demand for payment or compensation, whether or not involving any injury or threatened injury to human health, the environment or natural resources, resulting or allegedly resulting from any activity or event described in (1) above;
 - (7) there are not now any actions, suits, proceedings or damage settlements relating in any way to Hazardous Substances, in, upon, under over or from the Site;
 - (8) the Site is not listed in the United States Environmental Protection Agency's National Priorities List of Hazardous Waste Sites or any other list of Hazardous Substance sites maintained by any federal, state or local governmental agency; and
 - (9) the Site is not subject to any lien or claim for lien or threat of a lien in favor of any governmental entity or agency as a result of any release or threatened release-of any Hazardous Substance.
- H. To the extent permitted by law, the District shall not abandon the Site for the use for which it is currently required by the District and further, shall not seek to substitute or acquire property to be used as a substitute for the uses for which the Site and Project are to be maintained under the Site Lease.
- I. The term "Permitted Encumbrances" as used herein shall mean, as of any particular time:
- (1) liens for general ad valorem taxes and assessments, if any, not then delinquent;
 - (2) this Site Lease; the Sublease; any right or claim of any mechanic, laborer, materialman, supplier, or vendor, if applicable, not filed or perfected in the manner prescribed by law; 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 Site Lease and which will not materially impair the use of the Site;

- (3) easements, rights of way, mineral rights, drilling rights and other rights, reservations, covenants, conditions, or restrictions established following the date of recordation of this Site Lease and to which the Lessee and the District consent in writing which will not impair or impede the operation of the Site.

5. **REPRESENTATIONS AND WARRANTIES OF THE LESSEE.** The Lessee represents and warrants to the District that:

- A. The Lessee is duly organized in the State of Delaware, and in good standing under the laws of the State of California, with full corporate power and authority to lease and own real and personal property;
- B. The Lessee has full power, authority and legal right to enter into and perform its obligations under this Site Lease, and the execution, delivery and performance of this Site Lease has been duly authorized by all necessary corporate actions on the part of the Lessee and does not require any further approvals or consents;
- C. Execution, delivery and performance of this Site Lease does not and will not result in any breach of or constitute a default under any indenture, mortgage, contract, agreement or instrument to which the Lessee is a party or by which it or its property is bound;
- D. There is no pending or, to the best knowledge of the Lessee, threatened action or proceeding before any court or administrative agency which will materially adversely affect the ability of the Lessee to perform its obligations under this Site Lease; and

6. **RENTAL.**

The Lessee shall pay to the District as and for advance rental hereunder \$1.00 per year or part thereof, or the aggregate sum of One Dollar [$\$1.00 \times$ number of years of lease] (\$1.00), on or before the date of commencement of the term of this Site Lease. The Lessee shall have no obligation to make rental payments hereunder in the event the Effective Date of this Site Lease does not occur as a result of the District's inability to issue a Notice to Proceed for the Project pursuant to the provisions of Article 4.26 of the Construction Services Agreement.

7. **PURPOSE.**

The Lessee shall use the Site solely for the purpose of constructing the Project thereon and for subleasing the Site and the Project to the District; provided, that upon the occurrence of an Event of Default by the District under the Sublease, the Lessee may exercise the remedies provided for in the Construction Services Agreement or the Sublease.

8. **TERMINATION.** The Lessee agrees, upon termination of this Site Lease:

- A. To quit and surrender the Site in the same good order and condition as it was in at the time of commencement of the term hereunder, reasonable wear and tear excepted;
- B. To release and reconvey to the District any liens and encumbrances created or caused by the Lessee; and
- C. That any permanent improvements and structures existing upon the Site at the time of the termination of this Site Lease shall remain thereon and title thereto shall vest in the District.

Notwithstanding the District's foregoing rights in the event of termination, the Lessee shall retain the right to full compensation for all services rendered prior to the termination, including all rights they have under the Construction Services Agreement and the Sublease as well as all recourse provided by California law including common law, for the value of the work performed on the Site and/or the Project.

In the event the Construction Services Agreement is terminated pursuant to the provisions therein, this Site Lease shall immediately terminate.

9. **QUIET ENJOYMENT.**

The District covenants and agrees that it will not take any action to prevent the Lessee's quiet enjoyment of the Site during the term hereof; and, that in the event District's fee title to the Site is ever challenged so as to interfere with the Lessee's right to occupy, use and enjoy the Site, the District will use all governmental powers at its disposal, including the power of eminent domain, to obtain unencumbered fee title to the Site and to defend the Lessee's right to occupy, use, and enjoy the Site. The District, however, retains the right, throughout the Site Lease Term, to use the Site for District purposes, pursuant to the terms of the Sublease.

10. **NO LIENS.**

The District shall not mortgage, sell, assign, transfer or convey the Site or any part thereof to any person during the term of this Site Lease, without the written consent of the Lessee. Nothing herein shall preclude the District from granting utility easements across the Site to facilitate the use and operation of the Project for which it is intended.

11. **RIGHT OF ENTRY.**

The District reserves the right for any of its duly authorized representatives to enter upon the Site at any reasonable time to inspect the same or to make any repairs, improvements or changes necessary for the preservation thereof, but in doing so shall not interfere with the Lessee's operations on the Project.

12. **ASSIGNMENT AND SUBLEASING.**

The Lessee will not assign or otherwise dispose of or encumber the Site or this Site Lease without the written consent of the District.

13. **NO 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 it will not willfully or knowingly use or permit the use of the Site for any illegal act or purpose.

14. **DEFAULT.**

In the event the Lessee shall be in default in the performance of any obligation on its part to be performed under the terms of the Construction Services Agreement and this Site Lease, which default continues for thirty (30) days following notice and demand for correction thereof to the Lessee, the District may exercise any and all remedies granted by law, except

that no merger of this Site Lease and of the Sublease shall be deemed to occur as a result thereof.

15. **EMINENT DOMAIN.**

In the event the whole or any part of the Site or the improvements thereon, including but not limited to the Project, is taken by eminent domain, the financial interest of the Lessee shall be recognized and is hereby determined to be the amount of all Sublease Payments then due or past due, the next succeeding Sublease Payment and the purchase option price as set forth in Article 26 of the Sublease less any unearned interest as of the date the Lessee receives payment in full. The balance of the award in such eminent domain action, if any, shall be paid to the District.

16. **TAXES.**

The terms of this Site Lease may result in the creation of a possessory interest. If such a possessory interest is vested in a private party to this document, the private party may be subjected to the payment of personal property taxes levied on such interest. Pursuant to Section 107.6 of the California Revenue and Taxation Code, District hereby notifies Lessee that: (i) the property interest obtained by Lessee pursuant to the Site Lease may be subject to property taxation; and (ii) Lessee may be subject to the payment of property taxes levied on the property interest obtained by Lessee.

17. **LIQUIDATED DAMAGES.**

Pursuant to Lessee's Due Diligence, as further described in Article 5 of the Construction Services Agreement, Lessee has determined the term of this Site Lease which shall extend until the Punch List is completed under Article 13.16 of the Construction Services Agreement. The Lease shall not extend longer than ninety (90) days beyond the Contract Time as Defined at Article 3.6 of the General Conditions. Pursuant to Article 3.7 of the Construction Services Agreement, Liquidated Damages shall apply to the Lease if the Contract Time plus ninety (90) days is exceeded due to the unanticipated extension of the Lease Period under this Site Lease.

18. **PARTIAL INVALIDITY.**

If any one or more of the terms, covenants or conditions of this Site Lease shall to any extent be declared invalid, unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction, the finding or order or decree of which becomes final, none of the remaining terms, provisions, covenants and conditions of this Site Lease shall be affected thereby, and each provision of this Site Lease shall be valid and enforceable to the fullest extent permitted by law.

19. **NOTICES.**

Any notices or filings required to be given or made under this Site Lease shall be served, given or made in writing upon the District or the Lessee, as the case may be, by personal delivery or registered mail to the respective addresses given below. Any change in the addresses noted shall not be binding upon the other party unless preceded by no less than thirty (30) days prior written notice. Any such notices shall be deemed to have been received by the addressee if delivered to the person for whom they are intended or if sent by registered

mail, return receipt requested, or by telex, telegram, or fax followed by regular mail, addressed as follows:

If to Lessee: BALFOUR BEATTY CONSTRUCTION LLC
10620 Treena St., Suite 300
San Diego, CA 92131
Attn: Brian Cahill, President Southwest Division

If to District: CULVER CITY UNIFIED SCHOOL DISTRICT
4034 Irving Place
Culver City, CA 90232
Attn: David LaRose, Superintendent of Schools
Attn: Michael Reynolds, Chief Business Official

20. **BINDING EFFECT.**

This Site Lease shall inure to the benefit of and shall be binding upon the District, the Lessee and its respective successors in interest and assigns.

21. **AMENDMENTS AND MODIFICATIONS.**

This Site Lease shall not be effectively amended, changed, modified, altered or terminated without the written agreement of the District and the Lessee.

22. **EXECUTION IN COUNTERPARTS.**

This Site Lease may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

23. **LAWS, VENUE AND ATTORNEYS' FEES.**

The terms and provisions of this Site Lease shall be construed in accordance with the laws of the State of California. If any action is brought in a court of law to enforce any term of this Site Lease only, the action shall be brought in a state court situated in the County of Los Angeles, State of California, unless a court finds jurisdiction or venue is only proper in a federal court, or a court outside this county. In the event of any such litigation between the parties, the parties shall pay for their respective costs incurred, including attorneys' fees.

24. **INTEGRATION/MODIFICATION.**

This Site Lease represents the entire understanding of the District and Lessee as to those matters contained herein, and supersedes and cancels any prior oral or written understanding, promises or representations with respect to those matters covered herein and shall not be amended, altered, or changed except by a written agreement signed by the parties hereto.

25. **HEADINGS.**

The captions or headings in this Site Lease are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Site Lease.

26.

TIME.

Time is of the essence in this Site Lease and each and all of its provisions.

IN WITNESS WHEREOF, the parties hereto have executed this Site Lease by their authorized officers as of the day and year first written above.

**CULVER CITY UNIFIED SCHOOL DISTRICT
"DISTRICT"**

**BALFOUR BEATTY CONSTRUCTION LLC
"LESSEE"**

BY: _____

BY: 

Brian H. Cahill

President, Southwest Division

EXHIBIT "A-1"
DESCRIPTION OF SITE

School: El Marino Language School



- Location: 11450 Port Rd., Culver City, CA 90230
- History: opened in 1952
- The school was originally built as a neighborhood school, but later closed due to declining enrollment. El Marino reopened in 1994 to house the district's two elementary school Language Immersion programs, the Spanish Immersion Program [SIP] and the Japanese Immersion Program [JIP].
- Population: 770 students

EXHIBIT "A-2"
DESCRIPTION OF SITE

School: *El Rincon Elementary School*



- Location: 11177 Overland Ave., Culver City CA 90230
- History: opened in 1952
- Population: 540 students

EXHIBIT "A-3"
DESCRIPTION OF SITE

School: La Ballona Elementary School



- Location: 10915 Washington Blvd., Culver City CA 90232
- History: opened in 1865
- Population: 550 students

EXHIBIT "A-4"
DESCRIPTION OF SITE

School: Linwood E. Howe Elementary School



- Location: 4100 Irving Place, Culver City CA 90232
- History: opened in 1916
- Population: 530 students

EXHIBIT "A-5"
DESCRIPTION OF SITE

School: Farragut Elementary School



- Location: 10820 Farragut Dr., Culver City CA 90230
- History: opened in 1950
- Population: 525 students

EXHIBIT "A-6"
DESCRIPTION OF SITE

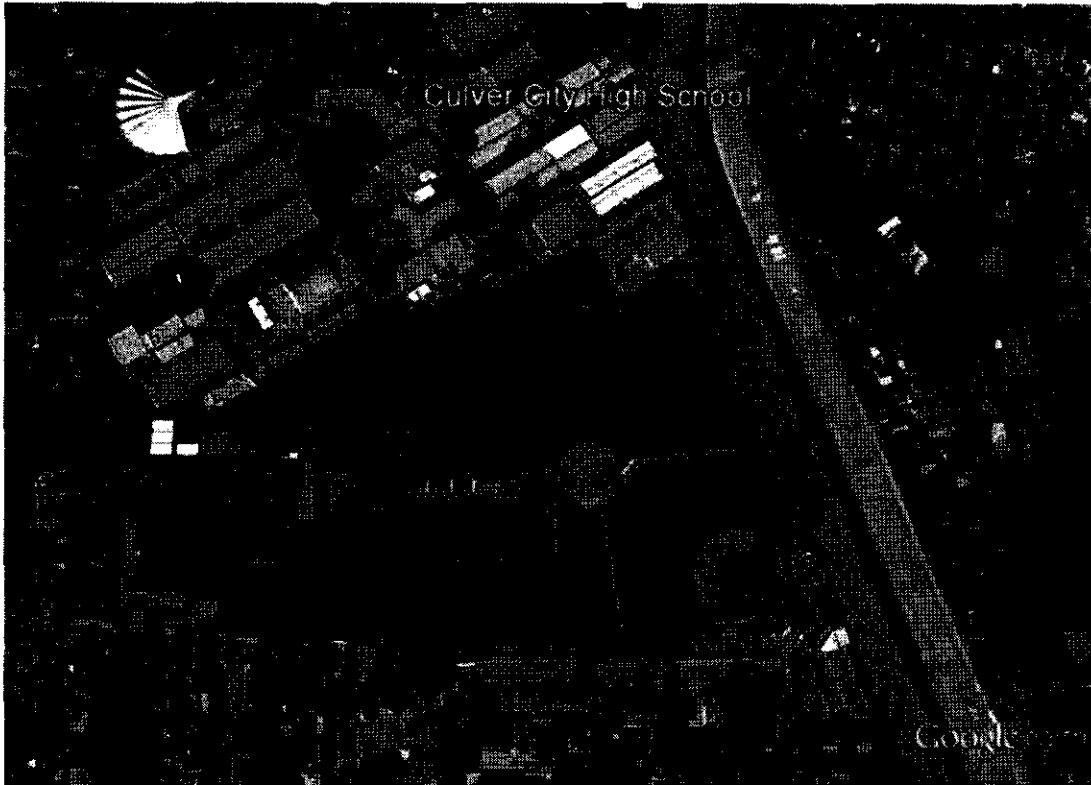
School: Culver City Middle School



- Location: 4601 Elenda St., Culver City CA 90230
- History: built in 1950
- Population: 1567 students

EXHIBIT "A-7"
DESCRIPTION OF SITE

School: Culver City High School



- Location: 4401 Elenda St., Culver City CA 90230
- History: opened in 1951
- Population: 2300 students

EXHIBIT "A-8"
DESCRIPTION OF SITE

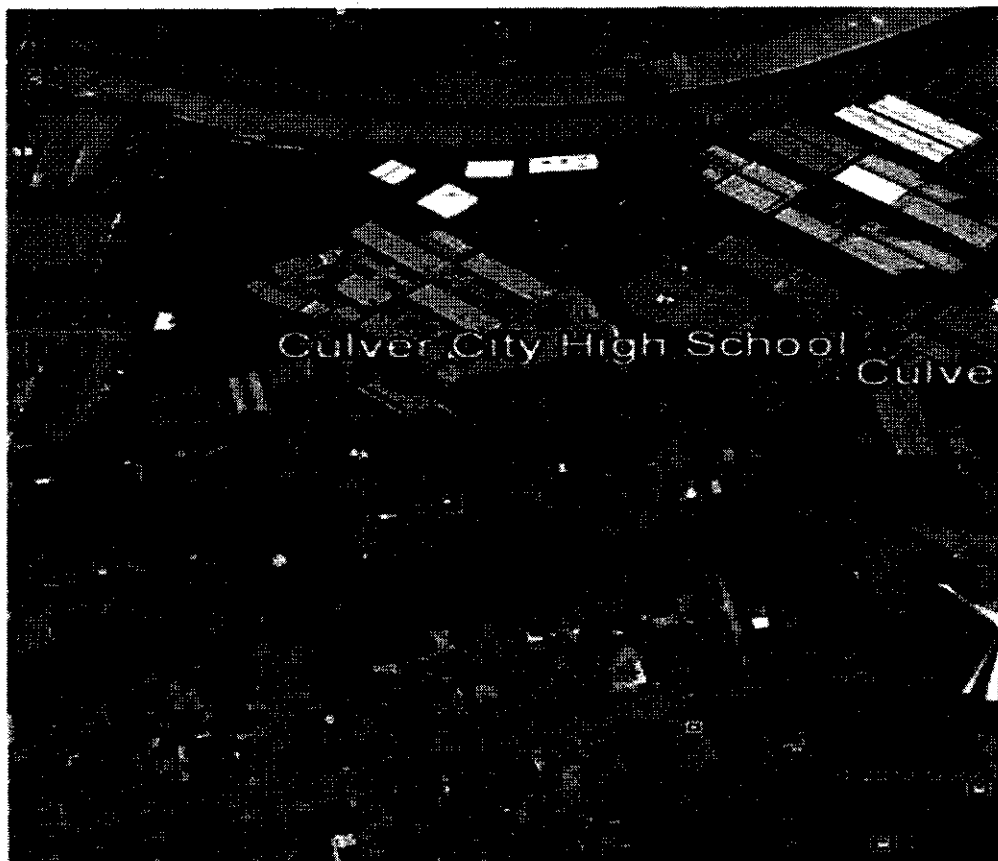
School: Culver Park Continuation High School



- Location: 4601 Elenda St., Culver City CA 90230
- Population: 80 students

EXHIBIT "A-9"
DESCRIPTION OF SITE

SCHOOL: OFFICE OF CHILD DEVELOPMENT



- **Location: 4601 Elenda St., Culver City CA 90230**
- **Population: 80 students**

EXHIBIT "B"

SUBLEASE (UNDER SEPARATE COVER)

EXHIBIT "C"

CONSTRUCTION SERVICES AGREEMENT (UNDER SEPARATE COVER)

CONSTRUCTION SERVICES AGREEMENT

Between

CULVER CITY UNIFIED SCHOOL DISTRICT

and

BALFOUR BEATTY CONSTRUCTION LLC

For

CULVER CITY USD PROJECT (S) AT VARIOUS SITES 2014

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EXHIBIT "H" Drug-Free Workplace Certification

EXHIBIT "I" Conduct Rules for Contractors

CULVER CITY USD PROJECT(S) AT VARIOUS SITES 2014

CONSTRUCTION SERVICES AGREEMENT

This Construction Services Agreement is made as of April 11, 2014, by and between the Culver City Unified School District, a California School District organized and existing under the laws of the State of California (hereinafter called the "District"), and Balfour Beatty Construction LLC, a Delaware limited liability company operating under the laws of the State of California ("Contractor").

General intent of agreement:

WHEREAS, the District entered into an agreement with Bannon Architects, LLP (the "Architect") to provide architectural services for the District for the purpose of developing plans and specifications for the construction of improvements at Culver City Middle School, Culver City High School, Culver Park High School, El Marino Elementary School, El Rincon Elementary School, La Ballona Elementary School, Linwood E. Howe Elementary School, Farragut Elementary School and Office of Child Development sites (the "Project").

1. GENERAL INTENT

- 1.1 The Board of Education has reviewed the different methodologies available to deliver a Public Works Project and has carefully considered the options of competitive bid to a general contractor who would be responsible for the entire project, a construction management managed multi-prime trade contract project, an at-risk construction management contract, turn-key delivery by another public entity or delivered by another public entity through a joint use Project, but have through Board action and independent staff and Board review determined that there are benefits and detriments to each delivery method.
- 1.2 The Board of Education has also reviewed the Lease-Leaseback methodology under California Education Code section 17406 which permits the governing board of a school district, without advertising for bids, to lease to any person, firm, or corporation any real property owned by the District if the instrument by which such property is leased requires the lessee to construct on the leased premises, or provide for the construction thereon, of a building for the use of the school district, during the term of the lease, and provides that title to that building shall vest in the school district prior to or at the expiration of the lease.
- 1.3 As part of the Board of Education consideration of the possible methods of delivery, the Board has also reviewed available literature at the Coalition of Adequate School Housing materials on delivery methods, California School Board Association, California Association of School Business Officials, Office of Public School Construction Meeting Minutes and SAB Implementation Committee meeting minutes considering the benefits and detriments of the Lease-Leaseback delivery method.
- 1.4 Further, the Board of Education understand that unique to the Lease-Leaseback delivery method, the lease-Leaseback Contractor will not only be undertaking the traditional Due Diligence of investigating existing Project related information, documents and the Project site, but now included as part of the Contractor's Due Diligence as part of this Lease-Leaseback delivery method, the Contractor will be performing a review of the plans and specifications to visualize conflicts that may have not been located by the Architect as part of the Architect's constructability review when the plans and specifications were being prepared.
- 1.5 The Board of Education in its consideration of the substantial evidence that is available to the District staff and through the Board's own research has determined that this ability to work between the Contractor and the Architect to resolve a greater percentage of construction claims that would ordinarily arise through any of the other delivery methods addressed in Article 1.1 above also provides the ability of the Contractor to determine the likely level of errors and

omissions, and provides a Guaranteed Maximum Price for the Project based on the complete construction of the Project electronically on a computer and interaction between both the Contractor and the Architect where in the past neither the technology nor the ability to work through potential claims on a computer were available to a California School district. The unique ability to determine with certainty the budget numbers for the Project provides this Board of Education the ability to not only ensure that the District is best serving the community and its school children, but also provides the ability to focus resources towards future and simultaneous projects that could not be undertaken during any of the other delivery methods since a sizable contingency needs to be set aside for potential claims, litigation, arbitration, mediation, and delays that could jeopardize the ability to plan for occupancy of the building or the possibility of having to spend significant resources to procure alternative facilities with only litigation and collection of liquidated damages as the tools to redress the failure to properly or timely deliver a Project.

- 1.6 As part of this Lease-Leaseback Construction Services Agreement, a site lease with Contractor (the "Site Lease"), for the Project has been entered and is attached as Exhibit "A" of the Site Lease (the "Site") in order for Contractor to construct improvements to this existing school site and act as the constructive owner of the Project to provide a greater degree of control over insurability of the overall Project, ability to coordinate site related items such as utilities and offsite Work, a greater primary control and oversight over subcontractors and suppliers for the Project as the Owner of the Site and the Project.
- 1.7 In addition, the Contractor leases the constructed portions of the Site and the Project back to the District pursuant to a Sublease Agreement (the "Sublease") under which the District will be required to make sublease payments to the Contractor for the use and occupancy of the portions of the Project that are delivered by the Contractor under this Construction Services Agreement as verified by the Contractor, Architect, and Inspector in the Payment Applications that are submitted for the Project; and
- 1.8 It is agreed that either upon the expiration (or at the District's option prior to the expiration) of the Lease and Sublease, title to the Project shall vest in the District; and
- 1.9 Contractor represents that Contractor is uniquely experienced in Construction of Public Schools and Community Colleges including but not limited to the specific requirements and regulations of the Field Act as administered by the Division of State Architect, working with the Division of State Architect, Office of Public School Construction, California Department of Education and work with the various applicable other State and local agencies that have jurisdiction over the Project, is duly licensed as a contractor in the State of California, and is prepared to analyze, synthesize and efficiently perform construction work for the District as more fully set forth in this Agreement
- 1.10 Contractor has thoroughly conducted Due Diligence to establish a Guaranteed Maximum Price for the Project (which may include an Errors and Omissions allowance reflecting conflict items that could not be fully revised through the Conflict and Clash resolution process and an allowance for Contractor's own errors and omissions) that, except as set forth within this Construction Services Agreement, will not be exceeded. Contractor has investigated the site conditions and reviewed the Construction Documents to establish that there are no known problems with respect to the site conditions or the Construction Documents and that Contractor can and will construct the Project for the Guaranteed Maximum Price as set forth in Article 3.8 and defined in Article 5 of this Construction Services Agreement, and Contractor will not seek any additional compensation whatsoever, including, without limitation, any requests based upon known site conditions, extensions on the Lease beyond the Lease period or any requests, except for such additional compensation or time extension provided for herein based upon unforeseen conditions and/or errors or omissions contained within the plans and specifications or Construction Documents.

- 1.11 Since the Contractor has entered into a Lease and is performing this Construction Services Agreement on Leased Premises, Contractor understands and agrees that a number of Public Contract Laws do not apply to this project including the following:
- 1.11.1 Public Contract Code Section 7201 addressing reduction of retention to 5% unless a project is sufficiently complex. Given the fact that the Project is a leased premise and payments made are lease payments for the completed premises which are being leased back to the District, the 10% withheld is the District's security deposit for the lease to ensure that the premises that a constructed are not damaged and turned over in a complete and habitable condition.
 - 1.11.2 Public Contract Code Section 4100 *et seq.* addressing subcontractor listing shall not apply. However, the District is requiring an open book accounting and the public selection of subcontractors pursuant to Article 6.3 of this Agreement.
 - 1.11.3 Public Contract Code Section 20111 and 20651 addressing competitive bidding does not apply to the Project pursuant to the specific language of Education Code Section 17401 which states "...the governing board of a school district, without advertising for bids, may let, for a minimum rental of one dollar (\$1) a year, to any person, firm, or corporation any real property that belongs to the district if the instrument by which such property is let requires the lessee therein thereon of, a building or buildings for the use of the school district during the term thereof..."
 - 1.11.4 Public Contract Code Section 3400 addressing proprietary specifications does not apply since the Contractor has leased premises to build a Project. The specific items have been addressed through Due Diligence review and are incorporated as part of the Guaranteed Maximum Price for the Project. Substitutions and Value Engineering are allowed to address cost savings and to more efficiently build the Project at Articles 5.3 and 16.

2. TITLE 24 RESPONSIBILITIES – GENERAL INTENT OF THE CSA

Contractor accepts the contractual relationship established between it and District by this Construction Services Agreement, and Contractor covenants with District to furnish reasonable skill and judgment in constructing the Project as set forth in the Construction Documents, as defined in Article 4.14 for the Project which are described and/or set forth herein as Exhibit "A." Contractor agrees to furnish efficient business administration, coordination review of the plans and specifications, coordination of the work of the subcontractors and vendors and superintendence to furnish at all times an adequate supply of professionals, workers, and materials and to perform the work appropriately, expeditiously, economically, and consistent with the Construction Services Agreement and Construction Documents as defined in Article 14, below.

- 2.1 Title 24 Responsibilities. The Contractor shall continually supervise and direct the Work using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, procedures; and shall coordinate all portions of the Work in conformance with the Contract Documents. Specific duties of the Contractor shall include those set out in Section 43 of Title 21 of the California Code of Regulations and Section 4-343 of Title 24 of the California Code of Regulations. These duties include, but are not limited to the following:
- 2.1.1 *Responsibilities.* It is the duty of the Contractor to complete the Work covered by his or her Contract in accordance with the approved Plans and Specifications. The Contractor in no way is relieved of any responsibility by the activities of the Architect, Engineer, Inspector or DSA in the performance of their duties.
 - 2.1.2 *Performance of the Work.* The Contractor shall carefully study the approved Plans and Specifications and shall plan its schedule of operations well ahead of time. If at

any time it is discovered that work is being done which is not in accordance with the approved plans and specifications, the Contractor shall correct the Work immediately.

- 2.1.3 *Inconsistencies.* All inconsistencies or timing or sequences which appear to be in error in the Plans and Specifications shall promptly be called to the attention of the Architect or, Engineer, for interpretation or correction. Local conditions which may affect the structure shall be brought to the Architect's attention at once. In no case, shall the instruction of the Architect be construed to cause work to be done which is not in conformity with the approved plans, specifications, change orders, construction change documents, and as required by law. (See Title 24 Section 4-343)
- 2.1.4 *Verified Reports.* The Contractor shall make and submit to the office from time to time, verified reports as required in Title 24 Section 4-366. As part of the Close-Out of the Project (see Article 14.15.10), Contractor shall be required to execute a Form 6-C as required under Title 24 Sections 4-343.
- 2.1.5 *Reporting Requirements.* Contractor shall fully comply with any and all reporting requirements of Education Code Sections 17315, et seq., in the manner prescribed by Title 24, as applicable.
- 2.1.6 *Contractor Responsibility.* The Contractor shall be responsible to the District for acts and omissions of the Contractor's employees, Subcontractors, material and equipment suppliers, and their agents, employees, invitees, and other persons performing portions of the Work under direct or indirect contract with the Contractor or any of its Subcontractors.
- 2.1.7 *All Work is performed Under the Direction of Inspector.* Pursuant to Title 24 requirements, the Contractor shall not carry on Work except with the knowledge of the Inspector. (See Title 24 generally)
- 2.1.8 *Contractor to Establish Timing and Protocol with Inspector.* Contractor shall establish a protocol for requesting inspection with Inspector so as to not delay the Work and provide adequate time for the Inspector to perform inspection. If such a protocol is not established ahead of time, Inspector may utilize the time criteria set by Title 24 of 48 hours in advance of submitting form DSA 156 for each new area. DSA requirements under PR 13-01 specifically gives the Special Inspector fourteen (14) days to post to the DSA website. Contractor is responsible for delays and for failure to plan.
- 2.1.9 *Conformance with Approved Submittals.* This conformance includes performing all Work only in conformance with approved Submittals, Shop Drawings, and Samples or the Inspector may be required to issue a DSA Form 154 Notice of Deviation from approved DSA Contract Documents.
- 2.1.10 *Incremental Assemblies.* For some Projects, there may be a need to incrementally install certain assemblies. It is up to Contractor to identify areas and assemblies that may be constructed incrementally. Contractor must identify and establish incremental areas of construction and establish protocols with Inspector for DSA 152 approvals so they may be presented to DSA. See PR-13 item 2.1.10 for further discussion.
- 2.1.11 *Coordination with Outside Contractors.* If any of the Work for the Project is known to include Work performed by contractors retained directly by the District, Contractor shall be responsible for the coordination and sequencing of the Work of those other contractors so as to avoid any impact on the Project Schedule.

3. **NEGOTIATED TERMS**

- 3.1 **District:** Culver City Unified School District
4034 Irving Place
Culver City, CA 92843
- 3.2 **Notices:** David LaRose, Superintendent
Michael Reynolds, Chief Business Official
- 3.3 **Contractor:** Balfour Beatty Construction LLC
10620 Treena Street, Suite 300
San Diego, California 92131
- 3.4 **Notices:** Brian Cahill, President Southwest Division
- 3.5 The following are established through Contractor's review of the Program, Contract Documents and through Contractor's Due Diligence prior to entering into this Agreement:
- 3.6 Contract Time (Art. 4.16 and 9.1) is **120** Days.
- 3.7 Liquidated Damages for overstaying Lease (Art. 18) is **\$500.00** per calendar day.
- 3.8 Guaranteed Maximum Price (Art. 5) is **\$2,002,764.00**.
- 3.8.1 Construction Contingency (within GMP) is **\$100,138.00**.
- 3.8.2 Errors and Omissions Contingency (within GMP) is **\$0.00**.
- The only exceptions to the GMP are Unforeseen Conditions as approved by the District, District Contingency for Owner requested extras, or design errors or omissions as determined by the District (to the extent the Errors and Omissions Contingency is exhausted).
- 3.9 District's Contingency (Art. 8) is **\$0.00**. District Contingency is carried outside of the GMP.

4. **DEFINITIONS**

- 4.1 **Action of the Governing Board** is a vote of a majority of the District's Governing Board.
- 4.2 **Allowances** means budgets established for specific scopes of the Work which cannot be clearly defined at the time that the GMP is established. Expenditures from the GMP will either arise from Construction Contingency or Errors and Omissions Contingency and shall be submitted pursuant to Article 17 addressing Change Orders. The amount of the Change Order shall reflect the difference between actual costs approved by the District and the allowance amounts established in the GMP.
- 4.3 **As-Builts** are a set of Plans and Specifications maintained by the Contractor clearly showing all changes, revisions, substitutions, field changes, final locations, and other significant features of the Project. The As-Builts shall be maintained continuously throughout the Work for the Project and is both a prerequisite to the issuance of Pay Application and a requirement for Contract Close-Out. See Article 13.14.
- 4.4 **Architect** means the architect, engineer, or other design professional engaged by the District to design and perform general observation of the work of construction and interpret the drawings and specifications for the Project. Also see Article 4.

- 4.5 Beneficial Occupancy is the point in time when a building or buildings are fit for occupancy is fit for occupancy and its intended use. Basic requirements are the building is safe, at or near Substantial Completion, and all life safety is operational. The fact that a building is occupied does not mean that the building is ready for Beneficial Occupancy if there are elements that are unsafe or if life safety items are not operational. Taking occupancy on a structure that is under a fire watch is not considered beneficial occupancy. Further, taking of Beneficial Occupancy is not a point in time when retention is due unless the entire school has obtained a Certificate of Substantial Completion that meets the definition of Article 4.42.
- 4.6 Claims. A Claim is a request for payment, supported by back-up documentation which includes, invoices, time sheets, or other documents substantiating legitimacy or entitlement that is submitted during the Project or immediately following the Project made prior to the Final Retention Payment Application and prior to Final Completion of the Project. A "Claim" means a separate demand by the Contractor for (1) time extension, (2) payment of money or damages arising from Work done by or on behalf of the Contractor pursuant to the CONTRACT and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to, or (3) amount the payment of which is disputed by the District. See Article 20.
- 4.7 Close-Out means the process for Final Completion of the Project, but also includes the requirements for the DSA Certification that the Project is Complete (See DSA Certification Guide). See Article 13.16.
- 4.8 Complete means that all Work in the Contract Documents is finished, the requirements of the Contract Documents have been met, the Project has been Closed Out, and all Work has ceased on the Project. This may also be referred to as Final Completion. In most cases, the recording of a Notice of Completion shall represent Completion of the Project. Beneficial Occupancy does not mean the Work is Complete.
- 4.9 Completion Date is the date when all Work for the Project shall be Substantially Complete and is the date assigned at the end of the Contract Time for the Project. See Article 4.42.
- 4.10 Construction Change Document (CCD). A Construction Change Document is a DSA term that is utilized to address changes to the DSA approved plans and specifications. There are two types of Construction Change Documents. (1) DSA approved CCD Category A (DSA Form 140) for work affecting Structural, Access or Fire-Life Safety of the Project which will require a DSA approval; and, (2) CCD Category B (DSA Form 141) for work NOT affecting Structural Safety, Access Compliance or Fire and Life Safety that will not require a DSA approval (except to confirm that no Approval is required). See Article 17.4.
- 4.11 Construction Services Agreement (CSA) means this Construction Services Agreement, together with any duly authorized and executed amendments hereto.
- 4.12 Construction or Construction Services means all labor and services necessary for the construction of the Project, and all materials, equipment, tools, supplies and incidentals incorporated or to be incorporated in such construction as fully described in the Contract Documents.
- 4.13 Construction Costs means any and all costs incurred by the Contractor with respect to the construction and equipping, as the case may be, of the Project, whether paid or incurred prior to or after the date hereof, including, without limitation, costs for Site preparation, the removal or demolition of existing structures, the construction of the Project and related facilities and improvements, and all other work in connection therewith, security of the Site and Project, Contractors' overhead and supervision at the project site, all costs and expenses including any taxes or insurance premiums paid by the Contractor with respect to the Property, and administrative and other expenses necessary or incident to the Project, excluding Contractors' and Developers' home office overhead and profit. The term "Construction Costs" includes all Contractor's costs associated with preparing or generating additional copies of any Construction

Documents, as defined below, related to or required for the Project, including preparation or generation of additional plans and specifications for Contractor's subcontractors. In no event shall Construction Costs exceed the Guaranteed Maximum Price.

- 4.14 Construction Documents (Sometimes referred to as Contract Documents) consist of the Agreement between District and Contractor (hereinafter the Agreement or Contract), this Construction Services Agreement, the Lease, the Sublease, (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to the entry into this Agreement, Modifications issued after execution of the Contract. A Modification is a written amendment to the Contract signed by parties, a Change Order, a Construction Change Document, or a written order for a minor change in the Work issued by the Architect. The Contract Documents collectively form the Contract. The Contract represents the entire and integrated Agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a written Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind between the Architect and Contractor, between the District and any Subcontractor or Sub-subcontractor, or between any persons or entities other than the District and the Contractor. The Architect and Contractor shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of their respective duties. (See Article 14)
- 4.15 Contract Documents means those documents which form the entire Contract by and between District and Contractor. The Contract Documents consist of this Construction Services Agreement, including all exhibits and attachments hereto, the Construction Documents, the Site Lease(s), and the Sublease(s). See Article 4.14 and 14.
- 4.16 Contract Time is the time period specified in the Contract Documents in which the Project shall be completed. This is sometimes referred to a Contract Duration, or "time in which the Contractor has to complete the Project". See Article 9.
- 4.17 Day means a calendar day unless specifically designated as a business day.
- 4.18 Drawings or Plans are graphic and pictorial portions of the Contract Documents prepared for the Project and approved changes thereto, wherever located and whenever issued, showing the design, location, and scope of the Work, generally including plans, elevations, sections, details, schedules, and diagrams as drawn or approved by the Architect. Sometimes Drawings will also be included in Addenda, Change Orders, and Specifications.
- 4.19 Due Diligence is the review and analysis of "as built", title documents, prior design documents, geotechnical reports, prior design reports, surveys, and site investigations provided by the District and synthesizing of information utilized to determine the components of the GMP. Requirements for Due Diligence are further addressed at Article 5. See Specifically Article 5.3.
- 4.20 DSA is the Division of State Architect. DSA is the agency that provides design and construction oversight for K-12 Schools, Community Colleges, and State Funded Charter School Projects. DSA is the responsible agency for this Project and Contractor has submitted a bid for the Project since Contractor is familiar with Contractor's responsibilities under the DSA requirements more thoroughly set forth at Title 24 of the California Code of Regulations. Contractor agrees to abide by the jurisdiction of DSA and shall construct the Project to conform with the approved plans, specifications, Addenda, and Change Orders (inclusive of approved CCD's and ICD's issued by the District pending CCD approval). The DSA website is at <http://www.dgs.ca.gov/dsa>.
- 4.21 Float the total number of days an activity may be extended or delayed without delaying the Completion Date shown in the schedule. Float will fall into three categories: (1) Rain Days; (2) Governmental Delays; and, (3) Project Float. See Article 9.2.

- 4.22 Immediate Change Directive (ICD). A written order prepared by the Architect and signed by the District and the Architect, directing a change in the Work where the Work must proceed immediately and stating a proposed basis for adjustment, if any, in the Contract Sum or Contract Time, or both. See Article 17.4.1.2
- 4.23 Inspector of Record (IOR) or Project Inspector (PI) is the individual retained by the District in accordance with Title 24 of the California Code of Regulations and who will be assigned to the Project
- 4.24 Guaranteed Maximum Price or GMP means the Guaranteed Maximum Price established pursuant to Article 5 to be paid to Contractor for Contractor's construction of the Project hereunder, subject to any adjustments for Extra Work/Modifications as provided in Article 17.
- 4.25 Notice of Non-Compliance (DSA Form 154) is a document issued by the Inspector if there is a deviation from the DSA approved Plans, Specifications, and Change Orders. See Article 17.2.
- 4.26 Notice to Proceed. After execution of this Construction Services Agreement and the Site Lease(s) and Sublease(s) between the parties, the District shall issue a notice to the Contractor to proceed with the Project ("Notice to Proceed"), which Notice to Proceed shall include the date upon which commencement for the Project shall commence.
- 4.27 Project means the improvements and equipment to be constructed and installed by the Contractor, as more particularly described and/or referenced in Exhibit "A" attached hereto.
- 4.28 Provide shall include "provide complete in place," that is "furnish and install complete."
- 4.29 Punch List is a list of minor repair items, prepared after the issuance of a Certificate of Substantial Completion, by the Inspector and Architect of Work required in order to complete the Contract Documents and ensure compliance with the DSA Approved Plans so the Project may be Closed Out. Issuance of the Retention Payment is dependent upon the proper completion of the Punch List. See Article 13.16 and Article 29.
- 4.30 Request for Information (RFI) is a written request prepared by the Contractor requesting the Architect to provide additional information necessary to clarify or amplify an item which the Contractor believes is not clearly shown or called for in the drawings or specifications, or to address problems which have arisen under field conditions.
- 4.31 Schedule is the Contractor's view of the practical way in which the Work will be accomplished. In this Agreement there is a requirement for a Baseline Schedule and regular Schedule Updates that show all Work to be completed during the Contract Time and shall include all items listed under Article 9.3. See, Article 9.
- 4.32 Schedule of Values is a detailed breakdown of the Contract Price for each Project, building, Phase of Work or Site as determined by the District. This Schedule of Values shall adequately detail the price for the Work so Progress Payments Applications can be meaningfully reviewed by the Inspector, Architect of Record, Engineer of Record, and District. (See Article 13.12)
- 4.33 Separate Contracts are Contracts that the District may have with other Contractors, vendors, suppliers, or entities to perform Work on the Project. This may include, but is not limited to Multi-Prime Trade Contractors, furniture installers, testing agencies, clean-up contractors, or network or low voltage contractors. Contractor shall plan for certain other contractors that may also be working on the Project site and address these other contractors in Contractor's Schedule. See Article 32.
- 4.34 Site refers to the grounds of the Project or in some cases may refer to multiple sites as defined in the Contract Documents and such adjacent lands as may be directly affected by the performance of the Work.

- 4.35 Site Lease means the Site Lease(s) of even date herewith, by and between the District and the Contractor together with any duly authorized and executed amendment thereto under which the District leases the Site to the Contractor.
- 4.36 Specifications are that portion of the Contract Documents consisting of the written requirements for material, equipment, construction systems, instructions, quality assurance standards, workmanship, and performance of related services.
- 4.37 Standards, Rules, and Regulations referred to are recognized printed standards and shall be considered as one and a part of these specifications within limits specified. Federal, state and local regulations are incorporated into the Contract Documents by reference.
- 4.38 Stop Work Order, or an Order to Comply is issued when either (1) the Work proceeds without DSA approval; (2) the Work proceeds without a DSA Inspector of Record, or (3) where DSA determines that the Work is not being performed in accordance with applicable rules and regulations, and would compromise the structural integrity of the Project or would endanger lives. If a Stop Work Order is issued, the Work in the affected area shall cease until DSA withdraws the Stop Work Order. Pursuant to Education Code Section 17307.5(b) and Education Code Section 81133.5, the District shall not be held liable in any action filed against the District for any delays caused by compliance with the Stop Work Order
- 4.39 Subcontractor means any person or entity, including trade contractors, who have a contract with Contractor to perform any work or supply materials for the Project.
- 4.40 Sublease(s) means the Sublease(s) of even date herewith by and between the District and Contractor together with any duly authorized and executed amendment hereto under which the District subleases the Site from the Contractor.
- 4.41 Sublease Payment means any payment required to be made by the District pursuant to Section 29 of the Sublease.
- 4.42 Substantial Completion is not reached unless and until each of the following three (3) conditions have been met: (1) all contractually required items have been installed with the exception of only minor and Incomplete Punch Items (See Article 13.16); (2) All Fire/Life Safety Systems have been installed, and are working and signed off on the DSA Form 152 Inspection Card, all building systems including mechanical, electrical and plumbing are all functioning; and (3) the Project is fit for occupancy and its intended use. For the purposes of this Contract, any references to Completion Date means Substantial Completion Date.
- 4.43 Substitution is a change in product, material, equipment, or method of construction from those required by the Construction Documents proposed by the Contractor. Specific requirements for substitutions are set forth at Article 16.
- 4.44 Work shall include all labor, materials, services and equipment necessary for the Contractor to fulfill all of its obligations pursuant to the Contract Documents. It shall include extension of Contractor's obligations to subcontractor to perform Subcontractor Due Diligence including, but not limited to, visiting the Site of the proposed Work (a continuing obligation after the commencement of the Work), fully acquainting and familiarizing itself with the conditions as they exist and the character of the operations to be carried out under the Contract Documents, and make such investigation as it may see fit so that it shall fully understand the facilities, physical conditions, and restrictions attending the Work under the Contract Documents that are observable, known or documented. Each such Contractor or Subcontractor shall also thoroughly examine and become familiar with the Drawings, Specifications, and associated Contract Documents.
- 4.45 Workers include laborers, workers, and mechanics.

5. **ESTABLISHMENT OF GUARANTEED MAXIMUM PRICE "GMP"**

5.1 Guaranteed Maximum Price (GMP) is a price agreed upon between the District and Contractor that shall not be exceeded for the Construction of the Project within the Contract Time based on Contractor's thorough review of the Contract Documents, Due Diligence in investigation of all aspects of the Project. A Construction Contingency (Article 5.2.1) and an Errors and Omissions Contingency (Article 5.2.2) is contained within the GMP. Costs that are outside of the GMP shall be the result of either a District request (from District Contingency), an amount from Allowances or after District has been timely notified in writing of the existence of an Unforeseen Condition as follows:

5.1.1 Allowance Items

5.1.2 Owner Requested Additional Work (See Article 8)

5.1.3 Unforeseen Underground Soil Conditions that meet the requirements of Article 13.15.5 and 18.4.

5.1.4 Unforeseen Hazardous Substances that were not noted or addressed either in the Due Diligence or identified by the District under Article 13.15.5 and 18.4.

5.2 GMP. As a result of the Due Diligence of Contractor, the GMP for the Project is set forth under Article 3.8. The GMP is based upon all Due Diligence performed, the approved plans and specifications, and all other Contract Documents existing and reviewed by the Contractor at the time this Construction Services Agreement is entered into as more fully described and referenced in the Scope of Work set forth in Exhibit "A." Contractor's detailed line item costing of the Project, or Master Budget, totaling the GMP is attached hereto as Exhibit "B." Furthermore, District and Contractor represent and warrant that the GMP consists of Sublease Payments which incorporate tenant improvement/progress payments to be paid by District during the course of construction, plus the additional sums to be paid as a portion of the rental of the Site. District and Contractor represent and warrant that 1) the total amount of Sublease Payments and optional prepayment thereof includes the total rental for the Project, which total does not exceed the fair market value for the Project, 2) said rental amount has been incorporated into the GMP in consideration and inducement of this document and the Site Lease and Sublease Agreement(s), the uses and purposes which may be served by the Project, and the benefits therefrom which will accrue to the District and the general public, and 3) said rental amount shall be paid by the District as a part of the GMP, pursuant to the terms of this document, with District non-local match contribution local funds.

The parties agree that the GMP includes an agreed upon fair market rental value to be paid as rental/lease payments or prepayment thereof, therefore no additional rental payments shall be made by District. Sublease Payments by the District pursuant to the Sublease and Section 29 hereof shall be commensurate with the GMP.

The GMP is an "all inclusive" price for the Project that is calculated after significant Due Diligence. Except for Owner Requested Changes, design errors or omissions as determined by the District (to the extent the Errors and Omissions Allowance has been exhausted), unforeseen conditions as approved by the District and the Allowance, the GMP shall not be exceeded under any circumstances. Contractor has taken on all contingencies and calculated those contingencies out in the form of the Construction Contingency. Contractor specifically agrees that once the Construction Contingency is fully exhausted, that Contractor can and shall complete the Project pursuant to the terms of this Agreement within the Contract Time. No disputes concerning compensation, extras, application of Contingencies, or Allowances shall be utilized as grounds to slow down or to stop work. The following two contingencies have been calculated through the Due Diligence of the Contractor and shall be calculated against the contingency amounts based on application of the Change Order language of Article 17.

5.2.1 *Construction Contingency.* The Construction Contingency set forth at Article 3.8.1 is for the use of the Contractor, as approved by the District, to pay for miscellaneous work items which are required to complete the Project including to cover trade scope gaps, missed work, areas of damage that may occur between trades during construction, subcontractor coordination problems, and Contractor coordination errors. The Contractor shall not use the Construction Contingency to pay for costs related to the following: (a) errors or omissions in the construction documents; (b) discrepancies with the plans and specifications pertaining to applicable building code requirements; (c) unforeseen conditions approved by the District; and/or (d) enhancements or additions to the Scope of Work desired by the District. If on Final Completion of the Project, funds are remaining in the Construction Contingency, such funds shall remain unspent and allocated to the District.

5.2.2 *Errors and Omissions Allowance.* Within the GMP shall be a line item amount to cover errors and omissions in the plans and specifications ("Errors and Omissions Allowance"). The Errors and Omissions Allowance at Article 3.8.2 is calculated based on coordination review of the plans and specifications and Clash Detection coordination meetings that have been held with the subcontractors and Architect. Specifically, it is the coordination items that could not be addressed through the clash detection and coordination meetings and a factor determined based on the coordination review that has been performed by Contractor. The Errors and Omissions Allowance is created from Contractor's Due Diligence and based on Contractor's experience on similar projects. In the event errors or omissions are discovered in the plans and specifications which make strict compliance with the specifications impractical, Contractor shall identify the specific item and after review, the District will include these costs to the Errors and Omissions Allowance. Any costs for errors and omissions after the Errors and Omissions Allowance is exhausted shall be subject to the District's review and written approval.

Contractor shall notify the District under the Change Order Provisions of the need for such work and specifically identify the Work as Errors and Omissions by submitting to the District for its consideration and approval or disapproval, a written request for the work before such work is performed. If District approves such request in writing, the costs of the work, shall be added to or deducted from the Errors and Omissions Allowance within the GMP. Any funds remaining in the Errors and Omissions Allowance at the completion of the Project shall remain unspent and allocated to the District, except for any portions of Savings added to the Errors and Omissions Allowance, which Savings shall be allocated between the parties as provided in Article 7 below

5.3 Due Diligence

5.3.1 *Documents Reviewed.* Contractor has visited the site, entered and evaluated the structures on the site, reviewed all as-built information, environmental reports, Asbestos Hazard Emergency Response Act of 1986 reports applicable to the Project, lead reports, reports on any other hazardous substances, reviewed environmental impact reports, reviewed applicable mitigation measures for the Project, reviewed and observed the current site conditions, reviewed available records from City and/or County Records on the Project

5.3.2 *Review of Existing Conditions.* Contract must have performed basic confirmation of the As-Built information that exists as part of the Due Diligence process. This basic confirmation shall include:

5.3.3 Confirmation of overall dimensions of major column lines, location of elements where coordination of new construction to existing construction is to occur, confirmation

that the rooms noted are located on the drawings, review and confirmation that rooms have not been reconfigured.

- 5.3.3.1 Confirmation of location for utilities and supporting infrastructure. Contractor shall review the utilities and confirm that the infrastructure from the As-Builts and Contract Documents are consistent with the actual As-Built Conditions of the Project site.
- 5.3.3.2 Confirmation that fire/life safety elements are consistent with expectations of the Contract Documents. Specifically, confirmation of the integrity of one-hour corridors, fire separations, working fire sprinklers, working fire alarms, communications systems, EMS systems, and other systems that are to remain in use and relied upon as part of the anticipated Project.
- 5.3.3.3 Review of the Environmental Documents (Asbestos, Lead, PCB's, etc.) and general confirmation that the scope of hazardous substances is consistent with that which is shown on the environmental reports that are provided.
- 5.3.3.4 Confirmation of Working hours and specific conditions which will affect the ability to work. Contractor shall check requirements for the local city and county and confirm working hours and days, testing schedules at the District for days when work shall not occur, other critical days when work cannot occur, mitigation measures in the EIR or Negative Declaration that may affect the ability to Work on the Project. This review shall help Contractor build a working schedule for the Project.
- 5.3.4 *Inconsistencies.* All inconsistencies, timing or sequences which appear to be in error in the Plans and Specifications shall promptly be called to the attention of the Architect or, Engineer, for interpretation or correction. Local conditions which may affect the structure shall be brought to the Architect's attention at once. In no case, shall the instruction of the Architect be construed to cause work to be done which is not in conformity with the approved plans, specifications, change orders, construction change documents, and as required by law. (See Title 24 Section 4-343)
- 5.3.5 *Coordination Review.* Contractor shall perform a constructability review of the Construction Documents as part of its Due Diligence to determine the level of Errors and Omissions that should be included in the Errors and Omissions Allowance.
- 5.3.6 *Option if No Clash Detection or Coordination Review.* If no Clash detection or Coordination Review is performed, the District has the option of not including any Errors and Omissions contingency in the GMP.
- 5.3.7 *Price Fluctuations.* As part of Contractor's due diligence responsibilities, Contractor is required to order, obtain, and store materials and equipment sufficiently in advance of its Work at no additional cost or advance payment from District to assure that there will be no delays. Contractor understands that this is a multi-year contract and that materials fluctuate in value and shall have adequately addressed market fluctuations through agreements with Contractor Vendors or by other means. Contractor further understands and incorporates into Contractor's bid cost any wage rate increases during the Project for the Contractor's labor force as well as all other subcontractor and vendor labor forces. Except for cases is delay by the District, Architect or other party for which the District is responsible, District shall not be responsible for market fluctuations in costs or labor rate increases during the Project. Contractor further has

incorporated any and all cost increases in areas of Work where there may be schedule variations so that cost increases are not passed through to the District.

- 5.3.8 *Coordination Review.* Contractor has thoroughly reviewed the plans, specifications, and other Due Diligence documents and satisfied itself, from a building contractor's perspective, that the Contract Documents are adequate to complete the Project for the GMP.
- 5.3.9 *Due Diligence Determinations.* Contractor has utilized all the available Due Diligence information to verify that the contingencies and allowances are adequate and that the Project can be constructed within the GMP and as set forth herein.
- 5.3.9.1 Construction Contingency. Based on review of the scope of work submitted from each subcontractor, Contractor's Due Diligence and review shall be utilized to determine the size of the Construction Contingency to cover trade scope gaps, missed work, areas of damage that may occur between trades during construction, subcontractor coordination problems, Contractor coordination errors, and miscellaneous work items.
- 5.3.9.2 Errors and Omission Contingency. Based on a thorough review of the available Construction Documents and information located pursuant to the Due Diligence performed, a set-aside (if agreed upon with the District) may be made for an Errors and Omissions allowance that may be utilized to compensate for construction work to correct Errors and Omissions in the plans and specifications.
- 5.3.9.3 District Contingency (sometimes called Owner Contingency). District Contingency is a sum that is set aside by the District to address any additional services. In the District's sole discretion, design errors or omissions as determined by the District (to the extent the Errors and Omissions Contingency is exhausted) and unforeseen conditions as approved by the District may be allocated to the District Contingency. Specifics on application of the Owner Contingency are set forth at Article 8.
- 5.3.10 *Schedule.* Contractor's Due Diligence will also be critical to the Contractor's determination of the number of days required to complete the Project. Contractor will determine if the suggested number of days from the District and Architect can be performed and shall also consider whether the Project requires Governmental or Rain day float that exceeds that set forth in Article 9(check). If Contractor does not note any concerns with the suggested Contract Time, then it is presumed that Contractor is in agreement with the proposed completion date the Contractor, by entering into this Agreement, has determined for itself that the Project Contract Time is realistic, reasonable and includes all required Float under Article 9.

6. OPEN BOOK ACCOUNTING AND SELECTION OF SUBCONTRACTORS

- 6.1 Open Book Accounting. The Contractor's GMP shall be based on actual procured quotes and bids from subcontractors, vendors, and suppliers or based on estimated costs. In addition, Contractor shall include an estimated overhead and profit line item along with the cost for Contractor supplied labor. This total construction cost, or Base Cost, shall be added to subcontractor, vendor and supplier contingencies, the Construction Contingency and the Errors and Omissions Contingency to form the entire GMP. As costs are incurred during the course of the Project, the Job Cost Accounting shall be updated to include actual costs incurred. A report on costs shall be prepared as part of the GMP process and shall be provided on a regular basis to the District.

6.1.1 *Purpose.* While competitive bidding is often viewed as the lowest price, utilizing the lowest bid neither results in the best contractor, efficient construction, or a properly completed product. In some cases, the Project becomes significantly more expensive because competitive bid contractors either don't understand the drawings, aren't qualified to build the Project, or are seeking to utilize the legal process to make money by bringing claims against the District. The lease Leaseback methodology provides the ability to negotiate for the most qualified competent contractor and allow coordination and interaction between the Contractor, Architect and District to alleviate unnecessary problems or areas that would result in claims. However, in exchange for this flexibility and reduction in claims, it is in the District's best interests, as a public entity, to ensure that the Project accounting information is available for review and the financial aspects of the Project can be fully reviewed. Thus, Contractor agrees that all job cost information shall be kept in an "open book" manner, shall show the actual transactions that occurred for the Project and shall be disclosable to the State if State funds are being utilized.

6.1.2 *State Allocation Board Issues.* The Office of Public School Construction, the administering agency for the State Allocation Board, audits the costs for construction under the general authority of Education Code Section 17076.10 and under the specific authority of Regulation Section 1859.100 et. seq. governing program accountability audit, material inaccuracy, and expenditure audits. Given the fact the State has approved the Lease-Leaseback delivery method, and the likelihood that the records of the Project will be audited if there are State Funds involved, a permanent record of all the financial transactions for the construction of the Project shall be available through an Open Book Accounting of the Project expenditures of both hard and soft costs including, but not limited to labor, material and services costs, including the subcontract and material costs that were utilized to build the Project.

6.1.3 *Value Engineering During the Project.* In addition to Value Engineering addressed at Article 7 below, Contractor may have occasion where better pricing can be obtained from subcontractors or suppliers. This better pricing shall be treated as part of Savings under Article 7.

6.2 Scope Reduction Not Savings. The District at all times shall have the right to reduce the scope of the Project. If the District reduces the scope of the Project, the GMP shall be reduced to contemplate the reduced Scope of Work, pursuant to the provisions of Article 17. To the extent possible, it is the mutual goal of the District and Contractor to maximize the Scope of Work as allowed by the GMP. Reductions in scope are not considered Savings.

6.3 Selection of Subcontractors

6.3.1 In the interest of minimizing the expenditure of funds for the construction of the Project, the Contractor agrees to select appropriately State of California licensed subcontractors for each trade component of the Project in a manner that fosters competition. Contractor agrees that it will either solicit bids from subcontractors pursuant to the competitive bid procedures set forth in the Public Contract Code, including the specific provisions of Public Contract Code section 20110 et seq., or utilize an informal bidding process established by the Contractor which also incorporates competitive bid procedures. Contractor shall ensure a minimum of three (3) bids are received for each trade package, unless District agrees to an alternate number. Contractor shall require bidding subcontractors to make a good faith effort to contact and utilize DVBE contractors and suppliers in securing bids for performance of the Project in accordance with the provisions of Section 6.3.3 below. The District reserves the right to oversee the bidding process. Contractor shall inform all bidders that the District will not be a party to any contracts for construction services executed by the Contractor and selected bidders. Contractor shall submit a listing of proposed

subcontractors to the District for the District's review but no Project subcontractor shall be afforded the protections of Public Contract Code section 4100 et seq. In no case will the Contractor award any subcontracts until the District has concurred to the scope and price of the subcontracted services.

6.3.2 Contractor shall provide the District with full documentation regarding the bids or competitive quotes received by Contractor. In no event shall such documentation be redacted or obliterated. In the event the Contractor does not comply with this provision, the District may terminate this Construction Services Agreement in accordance with the provisions of Section 19 below.

6.3.3 Compliance with Disabled Veteran Business Enterprise (DVBE) contracting goals is required under this Construction Services Agreement. In accordance with Education Code section 17076.11 the District has a DVBE participation goal of 3% per year of the overall dollar amount of state funds allocated to the District pursuant to the Leroy F. Greene School Facilities Act of 1998, and expended each year by the District. The District is seeking DVBE participation under this Construction Services Agreement.

6.3.3.1 The Contractor must require bidding subcontractors to make a good faith effort to contact and utilize DVBE contractors and suppliers in securing bids for performance of the Project. Their efforts shall be documented on the DVBE Good Faith Effort Form attached as Exhibit C.

7. **SAVINGS AND VALUE ENGINEERING**

7.1 General Intent. The purpose of Savings is to minimize the expenditure of funds for the construction of the Project on items that exceed the minimum criteria required without a corresponding benefit to the District. The District also wishes to eliminate any excess quality levels or performance criteria provided in the construction documents so long as such elimination does not alter the design, aesthetics, safety standards or configuration or space, and does not increase future maintenance and operation costs. The District and the Contractor shall work cooperatively with each other, in good faith, to identify appropriate opportunities to reduce the Project costs and promote Savings. There are two stages when Savings may be generated. They are (1) Value Engineering when establishing the GMP and (2) Savings generated through changes, reductions, or subcontractor negotiations that may occur after the GMP is established.

7.1.1 *Value Engineering* is a review of systems so excess quality, unnecessary design elements, reconfiguration for efficiency, or other changes may be made to reduce the cost of a project. Sometimes, timing and sequences or re-use of materials that are unique to a project or area may generate savings. For example, if export soil is generated on a site which may have a substantial cost for transportation and removal could be sold to offset the costs incurred then a savings may be generated for the Project. Similarly, if concrete is ground, it may be sold for aggregate rather than as demolished construction materials.

7.1.2 *Other Savings* generated over the course of the Project through subcontractor negotiations, replacement of subcontractors, or through other means shall be calculated as part of the overall costs for the Project as part of the "Open Accounting" of the Project and shall be counted towards Project Savings.

7.2 Sharing and Calculation for Return of Savings. If Contractor realizes a Savings on an aspect of the Project, including but not limited to, Value Engineering or other Savings after the GMP is established and after execution of this Construction Services Agreement, such Savings shall be divided in the following proportion: Seventy Five Percent (75%) of any Savings shall be returned to the District and Twenty Five Percent (25%) of any Savings shall be returned to the Contractor.

Calculation of Savings shall be determined by adding all expenses for the Project (excluding Change Orders and Owner and Contractor Contingency Expenses), separating out overhead costs and either using the actual overhead costs, or the percentage set for overhead in the Article 5.3, whichever is higher an applying the percentage for profit against the GMP (less Change orders, Owner and Contractor Contingency). Any remaining money shall be considered Savings. If the Project expenses exceed the GMP, then there are no Savings for the Project and the GMP shall apply. A separate calculation of whether there are savings associated with Change Orders under the Owner and Contractor Contingency may be performed to determine if there are any savings that remain on these areas and applied to the overall savings calculation

- 7.3 Savings Determined Through Audit. District may, at its own costs, have an audit conducted of the project related job costs to determine Savings as further outlined in Article 21.

8. DISTRICT CONTINGENCY

- 8.1 The District Contingency is an allowance for use by the District that can be used to pay the Contractor to perform additional services ("Additional Services") not described in this Construction Services Agreement, or in the District's sole discretion, be used to compensate Contractor for design errors or omissions as determined by the District that are beyond the Errors and Omissions Contingency or to compensate Contractor for costs incurred resulting from unforeseen conditions as approved by the District. This District Contingency is outside of the GMP, is not part of the original bond, except to the extent that District contingency is utilized as a Change to the Contract under Article 17, and may be used for Owner requested additions, revisions to the Project, moving furniture or equipment, and other District unforeseen items. Contractor shall provide a cost estimate and a written description of the Additional Services required to perform such work. The District shall set aside a contingency amount outside the GMP, defined at Article 5 ("District Contingency") in the amount set forth at Article 3.9, which District Contingency shall be used for such Additional Services. Compensation for such Additional Services shall be negotiated and agreed upon in writing, in advance of Contractor's performing or contracting for such Additional Services. Nothing in this Construction Services Agreement shall be construed as limiting the valuation and amount to be paid to Contractor for such Additional Services or its implementation should a written agreement for such services be executed. Contractor shall not be entitled to compensation for Additional Services required as a result of Contractor's acts, errors or omissions.
- 8.2 Additionally, while District is in no way limited by the manner in which it decides to utilize the District Contingency, said District Contingency shall not be used for any costs associated with errors or omissions in the plans and specifications until such time, if ever, the Errors and Omissions Allowance has been fully exhausted. Any funds remaining in the District Contingency at the completion of the Project shall remain unspent and remain allocated to the District.

9. SCHEDULE

- 9.1 Contract Time: Contractor shall perform and reach Substantial Completion (See Article 4.42) within the time specified in the Agreement. Moreover, Contractor shall proceed on a properly developed and approved CPM Master Baseline Schedule, which represents the Contractor's view of the practical way in which the Work will be accomplished. Note that Contract Time includes and incorporates all Float and other Baseline inclusions as noted in Article 9.3 and as otherwise specifically noted in Article 9
- 9.2 Float is the total number of days an activity may be extended or delayed without delaying the Completion Date shown in the schedule. Float will fall into three categories: (1) Rain Days; (2) Governmental Delays; and, (3) Project Float. Project Float and Rain Days are owned by the Project and may be utilized as necessary for critical path delays once the days become available for consumption (i.e. the rain day arrives and is not utilized since rain did not occur or Work was performed on the interior of a building). However, Governmental Delay float shall not be utilized

for purposes other than to address critical path delays that arise due to approvals, Inspector approvals or verifications on governmental forms.

9.2.1 *Governmental Delay Float.* Given DSA requirements for submission and approval of CCD's prior to a DSA Form 152 sign off on areas of Work that deviate from approved plans and specifications, and the anticipated delays that may arise from this CCD procedure, no less than twenty-five (25) days per calendar year shall be set aside as Governmental Float to be utilized on critical path delays. A pro-rated number of days shall be calculated based on length of Contract Time. (For example, a two (2) year Contract Time shall require fifty (50) days of Governmental Float. If the Contract Time is 182 days, then the Contract Time shall require twelve and one half (12.5) days of Governmental Float) This Governmental Delay float must be incorporated into the schedule and should be incorporated in each critical activity as Contractor deems fit. Specifically, major categories of Work under the DSA 152 (Project Inspection Card) should be allocated Governmental Delay Float at the Contractor's discretion. Governmental Delay Float on the Project may exceed 25 days per one (1) year period, but Contractor is required to include not be less than 25 days of Governmental Delay Float during each one (1) year period.

9.2.2 *Inclement Weather (Rain Days).* The Contractor will only be allowed a time extension for unusually severe weather if it results in precipitation or other conditions which in the amount, frequency, or duration is in excess of the norm at the location and time of year in question as established by NOAA weather data. No less than 22 calendar days for each Calendar year for Southern California. The NOAA weather related days (22 days in Southern California) shall be set aside as float within the Baseline Schedule. Additional days beyond the NOAA shall be considered under the same criteria that weather days are granted below.

9.2.3 *Granting of Days beyond those Anticipated.* A Rain Day shall be granted by Architect or CM if the weather prevents the Contractor from beginning Work at the usual daily starting time, or prevents the Contractor from proceeding with seventy-five (75%) of the normal labor and equipment force towards completion of the day's current controlling item on the accepted schedule for a period of at least five hours, and the crew is dismissed as a result thereof, the Architect will designate such time as unavoidable delay and grant one (1) critical path activity calendar-day extension if there is no available float for the calendar year.

9.2.4 *Project Float* is all remaining float, including extra days included in a particular activity.

9.3 Inclusions in Baseline. In addition to Scheduling requirements set forth at Article 9, Contractor is specifically directed to include in Contractor's Baseline Schedule and all Schedule updates that provide for the following items required pursuant to this CSA, including but not limited to:

9.3.1 *Rain Day Float (excluding inclement weather) as required under Article 9.2.2.* For example, if the NOAA provides 22 days of rain days, all 22 days must be incorporated and noted in the schedule. Further, any days required to clean-up or dry out shall be included for operations that are likely to require a clean-up or dry out period. Days that are not utilized shall be considered float owned by the Project.

9.3.2 *Governmental Delay Float under Article 9.2.1.* This Governmental Delay Float shall only be utilized for Governmental Delays and shall not be considered available float owned by the Project. This float shall only be distributed to the Project upon the completion of the Project and shall be used to offset liquidated damages for overstaying the Lease and shall not generate compensable delays.

- 9.3.3 Submittal and Shop drawing schedule under Article 9.6 and 15.6.
- 9.3.4 Deferred Approvals under Article 15.3 and 15.6
- 9.3.5 Time for separate contractors, including furniture installation and start up activities, under Article 32.
- 9.3.6 Coordination and timing of any drawings, approvals, notifications, permitting, connection, and testing for all utilities for the Project. Article 13.15.2.
- 9.3.7 Testing, special events, or school activities.
- 9.4 Schedule Updates. Contractor shall update the schedule each month to address actual start dates and durations, the percent complete on activities, actual completion dates, estimated remaining duration for the Work in progress, estimated start dates for Work scheduled to start at future times and changes in duration of Work items
 - 9.4.1 *Listing of Items Causing Delays.* Schedule Updates shall provide a listing of activities which are causing delay in the progress of Work and a narrative shall be provided showing a description of problem areas, anticipated delays, and impacts on the Construction Schedule. Simply stating "District Delay" or "Architect Delay" shall be an inadequate listing.
 - 9.4.2 *Recovery Schedule.* In addition to providing a schedule update every thirty (30) days, the Contractor, shall take the steps necessary to improve Contractor's progress and demonstrate to the District and Architect that the Contractor has seriously considered how the lost time, the Completion Date, or the milestones that are required to be met within the terms of the Contract. Contractor shall provide a Recovery Schedule showing how Milestones and the Completion Date will be met.
 - 9.4.2.1 Failure to Provide a Recovery Schedule. Shall subject Contractor to the assessment of Liquidated Damages for unexcused failure to meet the Contract Time.
- 9.5 Time of the Essence. Time limits stated in the Contract Documents are of the essence to the Contract. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work
- 9.6 Time for Preparing Submittals Must Be Incorporated in Schedule: Contractor shall include Submittals as line items in the Baseline Schedule. Time for preparing and coordinating Submittals shall not delay the Work, Milestones, or the Completion Date.

10. INSPECTION OF WORK/ INSPECTOR AND ARCHITECT

- 10.1 Inspection of Work/Inspector. The District shall hire its own Division of State Architect Inspector as required by law. District, District's Representatives, and the Division of the State Architect shall at all times have access to the work whether it is in preparation or progress, and Contractor shall provide proper facilities for such access and for inspection.
 - 10.1.1 *General.* One or more project inspectors employed by the District and approved by the Division of the State Architect will be assigned to the Work in accordance with the requirements of Title 24 of the California Code of Regulations. The Inspector(s) duties are as specifically defined in Title 24 Section 4-333 and 4-342 and in DSA IR A-8.
 - 10.1.2 *Inspector's Duties and DSA Noted Timelines for Inspection.* All Work shall be under the observation of the Inspector. Contractor shall establish a protocol for requesting

inspection with Inspector so as to not delay the Work and provide adequate time for the Inspector to perform inspection. If such a protocol is not established ahead of time, Inspector may utilize the time criteria set by Title 24 of 48 hours in advance of submitting form DSA 156 for each new area. The Inspector shall have free access to any or all parts of the Work at any time. The Contractor shall furnish the Inspector such information as may be necessary to keep the Inspector fully informed regarding progress and manner of Work and character of materials. Such observations shall not, in any way, relieve the Contractor from responsibility for full compliance with all terms and conditions of the Contract, or be construed to lessen to any degree the Contractor's responsibility for providing efficient and capable superintendence. The Inspector is not authorized to make changes in the drawings or specifications nor shall the Inspector's approval of the Work and methods relieve the Contractor of responsibility for the correction of subsequently discovered defects, or from its obligation to comply with the Contract Documents.

- 10.1.3 *Electronic Posting.* Inspector shall electronically post DSA required documents on the DSA electronic posting website. It is the Contractor's responsibility to determine the status of posting and determine if all the criteria for sign off of a category of Work on the Project Inspection Card (Form DSA 152) as defined more thoroughly in the most current version of the DSA 152 manual posted on the DSA website.
- 10.1.4 *Incremental Approvals under PR-13.* Inspector may collaborate with Contractor about approval of areas that may be constructed and approved incrementally under the DSA 152 card pursuant to the guidelines of PR-13 at Article 1.17. Inspector shall work with Contractor to present incremental approval proposals to DSA.
- 10.1.5 *Inspector's Authority to Reject or Stop Work.* The Inspector shall have the authority to reject Work whenever provisions of the Contract Documents are not being complied with, and Contractor shall instruct its Subcontractors and employees accordingly. In addition, the Inspector may stop any Work that poses a probable risk of harm to persons or property. The Contractor shall instruct its employees, Subcontractors, material and equipment suppliers, etc., accordingly. The absence of any Stop Work Order or rejection of any portion of the Work shall not relieve the Contractor from any of its obligations pursuant to the Contract Documents.
- 10.1.6 *Inspector's Facilities.* Within seven (7) days after notice to proceed, the Contractor shall provide the Inspector with the temporary facilities as required. More specific requirements for the Inspector facilities may be further described under Division 1 of the Specifications.
- 10.1.7 *Testing Times.* The District will provide inspection and testing at its cost during the normal eight (8) hour day Monday through Friday (except holidays). Work by the Contractor outside of the normal eight (8) hour day shall constitute an authorization from the Contractor to the District to provide inspection and testing as required outside of the normal eight (8) hour day. Contractor shall provide adequate time for inspections so as to not delay the Work. An advanced timing protocol may be established pursuant to Article 10. If the Contractor is behind Schedule then it is incumbent on the Contractor to provide advance forecast through look ahead of the anticipated date for inspection so the Inspector may plan their activities so as to not delay the Project. Contractor shall reimburse District for any additional costs associated with inspection and testing (including re-inspection and re-testing) outside the normal eight-hour day and for any retests caused by the Contractor pursuant to Article 10.4.
- 10.1.8 *Contractor Is Required to Coordinate Testing and Inspections.* It is the Contractor's responsibility to request special inspections with sufficient time so all testing may be

timely completed and posted so work may proceed and the Inspector's signature is attached to the Project Inspection Card (Form 152). Specifically, timely request for special inspection under the DSA Verified Report Forms 291 (laboratory), DSA Verified Report Form 292 (Special Inspection), and DSA Verified Report 293 (geotechnical) since DSA requirements under PR 13-01 specifically gives the Special Inspections 14 days to post to the DSA website. Failure to plan and pay (if applicable) for quicker delivery of Special Inspections may be counted as Float, but is not considered Governmental Delay Float under Article 9.2.1.

10.1.9 *Special Inspection Out of State, Out of Country or Remote from Project.* If Contractor has a subcontractor or supplier that requires in plant or special inspections or tests that are out of the Country, out of State or a Distance of more than 200 miles from the Project site, the District shall provide the Special Inspector or individual performing tests time for inspection and testing during normal work hours. Contractor, however, is responsible for the cost of travel, housing, food, out of area premiums that may be in the Inspector/Testing Agreement with District, or other expenses necessary to ensure proper inspection or testing is provided by a DSA Certified Inspector, Special Inspector, or individual performing tests. In some cases all three (DSA Inspector, Special Inspector, and Testing) may be required. In addition, if the DSA Certified Inspector, Special Inspector, or individual performing test has contractual travel clauses or special rates for out of town inspection, Contractor is responsible for all costs associated with the contractual travel costs in addition to all other costs. Arrangements for inspection and/or testing shall be made far enough in advance so as to not delay the Work.

10.2 STOP WORK ORDER. DSA may issue a Stop Work Order, or an Order to Comply, when either (1) the Work proceeds without DSA approval; (2) the Work proceeds without a DSA Inspector of Record, or (3) where DSA determines that the Work is not being performed in accordance with applicable rules and regulations, and would compromise the structural integrity of the Project or would endanger lives. If a Stop Work Order is issued, the Work in the affected area shall cease until DSA withdraws the Stop Work Order. Pursuant to Education Code Section 17307.5(b) and Education Code Section 81133.5, the District shall not be held liable in any action filed against the District for any delays caused by compliance with the Stop Work Order, except to the extent that an error or omission by the District is the basis for the issuance of the Stop Work Order.

10.3 Inspector's Field Office. If required by the District, Contractor shall provide for the use of inspector a separate trailer or temporary private office of not less than seventy five square feet of floor area to be located as directed by District and to be maintained until removal is authorized by District. The Office shall be of substantial waterproof construction with adequate natural light and ventilation. Door shall have a key type lock or padlock hasp. The Inspector's field office shall have heating and air-conditioning and shall be equipped with a telephone, internet connection, working computer, a fax machine and use of an on-site copier at Contractor's expense. A table satisfactory for the study of plans and two chairs shall be provided by Contractor. Contractor shall provide and pay for adequate electric lights, and adequate heat and air conditioning for the field office until authorized removal.

10.4 **RESPONSIBILITY FOR ADDITIONAL CHARGES INCURRED BY THE DISTRICT FOR PROFESSIONAL SERVICES**

10.4.1 If at any time prior to the completion of the requirements under the Contract Documents, the District is required to provide or secure additional professional services (including CM, Inspection, Architect, Engineering and Special Consultant Services) for any reason by any act of the Contractor, the District may seek a Deductive Change Order for any costs incurred for any such additional services, which costs shall be deducted from the next progress payment. A Deductive Change Order shall be independent from any other District remedies and shall not be

considered a waiver of any District rights or remedies. If payments then or thereafter due to the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the District. Additional services shall include, but shall not be limited to, the following:

- a) Services made necessary by the default of the Contractor (Article 19 or Article 12.2).
- b) Services made necessary due to the defects or deficiencies in the Work of the Contractor.
- c) Preparation of a CCD or ICD to correct a Contractor Deficiency, or Contractor Caused Notice
- d) of Non-Compliance (Article 17.2)
- e) Services required by failure of the Contractor to perform according to any provision of the Contract Documents.
- f) Except in cases of Value Engineering approved by the District, services in connection with evaluating substitutions of products, materials, equipment, Subcontractors' proposed by the Contractor, and making subsequent revisions to drawings, specifications, obtaining DSA approvals, DSA costs for review of CCD's, other governmental agency review costs, and providing other documentation required (except for the situation where the specified item is no longer manufactured or available). (Article 16)
- g) Services for evaluating and processing Claims or Disputes submitted by the Contractor in connection with the Work outside the established Change Order process.
- h) Services required by the failure of the Contractor to prosecute the Work in a timely manner in compliance within the specified time of completion.
- i) Services in conjunction with the testing, adjusting, balancing and start-up of equipment other than the normal amount customarily associated for the type of Work involved.
- j) Services in conjunction with more than one (1) re-review of Submittals of Shop Drawings, product data, samples, RFI's etc.

11. ARCHITECT

11.1 Architect's Status. In general and where appropriate and applicable, the Architect shall observe the progress and quality of the work on behalf of the District. The Architect shall have the authority to act on behalf of District only to the extent expressly provided in this Construction Services Agreement. After consultation with the Inspector and after using his/her best efforts to consult with the District, the Architect shall have authority to stop work whenever such stoppage may be necessary in his reasonable opinion to insure the proper execution of the Construction Services Agreement. Contractor further acknowledges that the Architect shall be, in the first instance, the judge of the performance of this Construction Services Agreement

11.2 Architect's Decisions. Contractor shall promptly notify District in writing if the Architect fails within a reasonable time, make decisions on all claims of the District or Contractor and on all other matters relating to the execution and progress of the Project.

12. **DISTRICT RESPONSIBILITIES**

- 12.1 **District Site Representations.** District warrants and represents that, District has, and will continue to retain at all times during the course of construction, legal title to the Site and that said land is properly subdivided and zoned so as to permit the construction and use of said Site. District further warrants and represents that title to said land is free of any easements, conditions, limitation, special permits, variances, agreements or restrictions which would prevent, limit, or otherwise restrict the construction or use of said facility. However, in the event easements for permanent structures or permanent changes in existing facilities are necessary, they shall be secured and paid for by District, unless otherwise specified. Reference is made to the fact that District has provided information on the Site to Contractor. Such information shall not relieve the Contractor of its responsibility; and the interpretation of such data regarding the Site, as disclosed by any borings or other preliminary investigations, is not warranted or guaranteed, either expressly or implicitly, by the District. The Contractor shall be responsible for having ascertained pertinent local conditions such as location, accessibility and general character of the Site and for having satisfied himself as to the observable, known or documented conditions under which the work is to be performed.
- 12.2 **Partial Default: District Right to Take Over Work (Two (2) day notice to Cure and Correct).** If the Contractor Defaults or neglects to carry out the Work in accordance with the Contract Documents, the District may provide a two (2) business day written notice to cure, or to satisfactorily commence cure, (a shorter period of time in the case of Emergency or a critical path delay) Contractor's Partial Default in a specific segregated area of work. The District's right to issue a Partial Default of the Contractor's Work and take over that segregated area of Work includes, but is not limited to:
- a) Failure to supply adequate workers on the entire Project or any part thereof;
 - b) Failure to supply a sufficient quantity of materials;
 - c) Failure to perform any provision of this Contract;
 - d) Failure to comply with safety requirements, or due to Contractor is creation of an unsafe condition;
 - e) Cases of bona fide emergency;
 - f) Failure to order materials in a timely manner;
 - g) Failure to prepare deferred-approval items or Shop Drawings in a timely manner;
 - h) Failure to comply with Contractor's Baseline or Update Schedule, meet critical Milestones which would result in a Delay to the Critical Path, or Delay the Contract Time;
 - i) Failure to meet the requirements of the American's with Disabilities Act;
 - j) Failure to complete Punch List work;
 - k) Failure to proceed on an Immediate Change Directive
- 12.2.1 ***Failure to correct a Notice of Deviation.*** If during the two (2) business day period, the Contractor fails to Cure and correct and/or commence satisfactory correction of the deficiency noted in the notice of Partial Default with diligence and promptness, the District may correct such deficiencies without prejudice to other remedies the District may have, including a Termination for Cause as set forth in Article 19.

- 12.2.2 *Service of Notice of Partial Default with Right to Cure.* A written notice of Partial Default and right to Cure under Article 12.2 ("Article 12.2 Notice" or "Notice of Partial Default") shall be served by facsimile (with a copy provided by e-mail to the e-mail address provided on the Bid submitted and copied to the Project Superintendent).
- 12.2.3 *Shortened Time for Partial Default in the Case of Emergencies.* In an Emergency situation, the District may correct any of the deficiencies described in Article 12.2 without prejudice to other remedies by providing service of written notice of Emergency requiring a shortened time for Partial Default specifying the time given to Cure, if any.
- 12.2.4 *Shortened Time for Partial Default in the Case of Critical Path Delay.* In the case of critical path delay, the District may correct any of the deficiencies described in Article 12.2 without prejudice to other remedies providing service of written notice of Critical Path Delay to the Contractor with a specific description of the critical path delay items noting the line item or area of Work that is on the Critical Path and prescribe the length of shortened time to Cure, if any.
- 12.2.5 *Written Notice of Partial Default to be Deducted by Deductive Change Order.* The District shall have the right to determine the reasonable value of the Article 12.2 Partial Default Work, or if there is an actual value for the Work, shall use that value and issue a Deductive Change Orders under Article 17.6.

13. **CONTRACTOR RESPONSIBILITIES.**

- 13.1 **Full Time Supervision.** Contractor shall keep on the Work at all times during its progress a competent, English speaking construction Superintendent satisfactory to the District. The Superintendent shall be present on a full-time basis, shall be dedicated exclusively to the Project and shall not share superintendency duties with another project or job. The Superintendent shall not be replaced except with written consent of the District. The Superintendent shall represent the Contractor in its absence and shall be fully authorized to receive and fulfill any instruction from the Architect, the Inspector, the District or any other District representative (including CM in the cases where the District has a CM representative). All Requests for Information shall be originated by the Superintendent and responses thereto shall be given to the Superintendent. No Work shall begin on any day by any Subcontractor or other person on the Project site until the Superintendent has arrived, or shall any Work continue during the day after the Superintendent has departed from the Project site. The Superintendent shall have authority to bind Contractor through the Superintendent's acts. The Superintendent shall represent the Contractor, and communications given to the Superintendent shall be binding on the Contractor. Before commencing the Work, Contractor shall give written notice to District (and CM representative) and Architect of the name and a Statement of Qualifications of such superintendent. Superintendent shall not be changed except with written consent of District, unless a superintendent proves to be unsatisfactory to Contractor and ceases to be in its employ, in which case, Contractor shall notify District and Architect in writing. Contractor shall provide a replacement superintendent approved by the District prior to performing additional work.
- 13.2 **Staff.** Notwithstanding other requirements of the Contract Documents, the Contractor and each Subcontractor shall: (1) furnish a competent and adequate staff as necessary for the proper administration, coordination, supervision, and superintendence of its portion of the Work; (2) organize the procurement of all materials and equipment so that the materials and equipment will be available at the time they are needed for the Work; and (3) keep an adequate force of skilled and fit workers on the job to complete the Work in accordance with all requirements of the Contract Documents.

- 13.3 Contractor shall notify District and Architect, in writing, when Contractor desires to change the Project Manager for the Project, and shall provide the information specified above. The new Project Manager cannot serve on the Project until approved by District. District shall have the right, at any time, to direct a change in Contractor's Project Manager if performance is unsatisfactory, as determined by District, in its sole discretion.
- 13.4 Contractor shall give efficient supervision to the work, using its skill and attention and shall cause working drawings and specifications to be prepared and submitted to the District. Following agreement by Contractor and District with respect to said working drawings and specifications, it shall be Contractor's responsibility to perform the work described in said working drawings and specifications in substantial compliance with the Construction Documents.
- 13.5 Right to Remove. District shall have the right, but not the obligation, to require the removal from the Project of any superintendent, staff member, agent, or employee of any Contractor, Subcontractor, material or equipment supplier.
- 13.6 Discipline. The Contractor shall enforce strict discipline and good order among the Contractor's and Subcontractor's employees, and other persons carrying out the Contract. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them. As used in this subsection, "unfit" includes any person who the District concludes is improperly skilled for the task assigned to that person, who fails to comply with the requirements of this article, or who creates safety hazards which jeopardize other persons and/or property.
- 13.7 Labor and Materials
- 13.7.1 *Contractor to Provide.* Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, material, equipment, tools, construction equipment and machinery, water, heat, air conditioning, utilities, transportation, and other facilities, services and permits necessary for proper execution and completion of the Work whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.
- 13.7.2 *Quality.* Unless otherwise specified, all materials and equipment to be permanently installed in the Project shall be new and shall be of the highest quality or as specifically stated in the Contract Documents. The Contractor shall, if requested, furnish satisfactory evidence as to kind and quality of all materials and equipment within ten (10) days of a written request by the District, including furnishing the District with bona fide copies of invoices for materials or services provided on the Project. All labor shall be performed by workers skilled in their respective trades, and shall be of the same or higher quality as with the standards of other school construction.
- 13.7.3 *Replacement.* Any work, materials, or equipment, which do not conform to these requirements or the standards set forth in the Contract Documents, may be disapproved by the District, in which case, they shall be removed and replaced by the Contractor at no additional cost or extension of time to the District.
- 13.8 Pre-Construction Orientation/Construction Meetings. The Contractor, in conjunction with the District and the Architect, shall conduct pre construction orientation conferences for the benefit of Subcontractors to orient the Subcontractors to the various reporting procedures and site rules prior to the commencement of actual construction. These Pre-Construction meetings shall include Clash Check Resolution and coordination of the subcontractor Work to help reduce Errors and Omissions and Construction Contingency requests and shall incorporate any Constructability Due Diligence review done by Contractor.

- 13.9 Owner Meetings. The Contractor shall conduct construction and progress meetings with District Representatives, and Construction Managers that occur at least weekly and as otherwise requested by the District, to discuss such matters as procedures, progress problems and scheduling. The Contractor shall prepare and promptly distribute official minutes of such meetings to all parties in attendance including Architect, District and Inspector.
- 13.10 Budget/Cash Flow Reports. The Contractor shall incorporate approved changes as they occur, and develop cash flow reports and forecasts for submittal to the District on a monthly basis. The Contractor shall provide regular monitoring of the approved estimates of Construction Costs, showing actual costs for activities in progress, and estimates for uncompleted tasks. The Contractor shall identify variances between actual and budgeted or estimated costs, and advise the District and the Architect whenever Project costs exceed budgets or estimates. The Contractor shall maintain cost accounting records on authorized additional services or work performed under unit costs, additional work performed on the basis of actual costs of labor and materials, or other work requiring accounting records.
- 13.11 Progress Reports. The Contractor shall record the progress of the Project, and shall submit monthly written progress reports to the District and the Architect including information on the entire Project, showing percentages of completion and the number and amounts of proposed Extra Work/Modifications and their effect on the Construction Costs as of the date of the report. The Contractor shall also keep a daily log containing a record of weather, Contractors, work on the site, number of workers, work accomplished, problems encountered, and other similar relevant data as the District may require. The Contractor shall make the log available to the District and the Architect. The District shall be promptly informed of all anticipated delays. In the event that the Contractor determines that a schedule modification is necessary, the Contractor shall promptly submit a revised Schedule for approval by the District
- 13.12 Schedule of Values.
- 13.12.1 *Break Down of Schedule of Values.* Schedule of Values shall be broken down by Project, site, building, milestone, or other meaningful method to measure the level of Project Completion as determined by the District.
- 13.12.2 *Based on Contractor Bid Costs.* The Schedule of Values shall be based on the costs from Contractor's bid to the District. However, the submission of the Schedule of Values shall not be front loaded so the Contractor is paid a greater value than the value of the Work actually performed and shall not shift funds from parts of the Project that are later to Work that is performed earlier.
- 13.12.3 *Largest Dollar Value for Each Line Item.* Identify subcontractors and materials suppliers proposed to provide portions of Work equal to or greater than ten thousand dollars (\$10,000) or one-half (1/2) of one percent (1%) of their Contract Price, whichever is less.
- 13.12.4 *Allowances.* Any Allowances provided for in the Contract shall be a line item in the Schedule of Values.
- 13.12.5 *Labor and Materials Shall Be Separate.* Labor and Materials shall be broken into two separate line items unless specifically agreed in writing by the District.
- 13.12.6 *District Approval Required.* The District shall review all submissions of Schedule of Values received pursuant to this Article in a timely manner. All submissions must be approved by the District before becoming the basis of any payment.
- 13.13 Scheduling. Contractor shall complete the construction pursuant to the CPM Construction as required under Article 9.

- 13.14 As-Builts. Throughout the duration of the Project, Contractor shall maintain on a current basis an accurate and complete set of As-Built Drawings (and Annotated Specifications) clearly showing all changes, revisions to specifications and substitutions during construction, including, without limitation, field changes and the final location of all electrical and mechanical equipment, utility lines, ducts, outlets, structural members, walls, partitions, and other significant features. In case a specification allows Contractor to elect one of several brands, makes, or types of material or equipment, the annotations shall show which of the allowable items the Contractor has furnished. The Contractor will update the As-Built Drawings and Annotated Specifications as often as necessary to keep them current, but no less often than weekly.
- 13.14.1 *Updates.* Contractor shall update As-Built Drawings with complete information on an area of Work at or near the time when the Work is being performed and prior to any DSA 152 sign off and prior to any Work being covered.
- 13.14.2 *Storage.* The Record Drawings and Annotated Specifications shall be kept at the Site and available for review and inspection by the District and the Architect. Failure to maintain and update the Record Drawings is a basis to withhold Progress Payments pursuant to Article 29.4.
- 13.14.3 *Upon Beneficial Occupancy.* Contractor shall obtain and pay for reproducible plans upon Beneficial Occupancy. Contractor shall deliver Plans to District Representative (Construction Manager if one is hired for the Project).
- 13.14.4 *As-Builts at Completion of Work.* On completion of the Work and prior to and as a condition precedent to Application for Retention Payment, the Contractor will provide one neatly prepared and complete set of As-Built Drawings and Annotated Specifications to the District. Contractor shall certify the As-Builts as a complete and accurate reflection of the actual construction conditions of the Work by affixing a Stamp indicating the Drawings are As-Builts and Certifying Accuracy on the final set of As-Builts.
- 13.14.5 *Log of Control and Survey Documentation.* Contractor shall complete and maintain an accurate log or all control and survey documentation for the Project as the Work progresses. All reference and control points shall be recorded on the As-Built drawings. The basis of elevations shall be one of the established benchmarks that must be maintained on the As-Builts.
- 13.14.6 *Record Coordinates for Key Items.* Contractor shall record, by coordinates, all utilities on-site with top of pipe elevations, major grade and alignment changes, rim, grate or top of curb and flow line elevations of all drainage structures and sewer manholes. Contractor shall update record information at or near the time when work is occurring in an area and prior to DSA 152 sign off on any category of Work and prior to covering the Work.
- 13.15 Miscellaneous Obligations of Contractor
- 13.15.1 *District Permit and Other Obligations.* It is expressly understood that the District shall pay the DSA for the DSA inspector, soils testing, DSA fees, special testing, etc. If additional review or permits become necessary for reasons not due to Contractor's fault or because of DSA requirements or regulations implemented after the date the GMP is established and not reasonably anticipated at the time the GMP is established, Contractor may seek compensation only for the direct cost (without mark up or added fees) of that review, as an additional cost. In the alternative, District may pay such costs directly to DSA. (Offsite costs and additional inspection costs)

- 13.15.2 *Contractor Permit Obligations.* Contractor shall pay for all remaining general building permits and ancillary permits and licenses not paid by District prior to the commencement of this Construction Services Agreement. Contractor shall also be responsible for arranging and overseeing all necessary inspections and tests, including inspections by the DSA, permits and occupancy permits, and ensure compliance with any Federal and State laws. All municipal charges for permanent utilities including, but not limited to, sewer, electrical, phone, gas, water, and irrigation shall be paid for by District. Contractor shall be responsible for arranging the payment of such fees by District at least one (1) week in advance of when the payment is due. Contractor may either request reimbursement from District for such fees (at direct cost only), or obtain the funds from District prior to paying such fees.
- 13.15.3 *Protection.* The Contractor shall establish procedures for the protection of all existing structures, equipment, utilities, and other existing improvements, both on site and off site.
- 13.15.4 *Nuisance Abatement.* The Contractor shall develop a mutually agreed upon documented program with the District to abate and minimize noise, dust, and disruption to normal activities at the existing facilities on the Site, including procedures to control on site noise, dust, and pollution during construction.
- 13.15.5 *Site Mitigation and Remediation.* Contractor shall be required to undertake Site mitigation or remediation at its sole cost for items identified in the Due Diligence Documents provided to Contractor. For underground conditions below four (4) feet and hazardous substances that differ from representations in Contract Documents or Due Diligence Documents, Contractor shall provide notice within five (5) days after the discovery of the occurrence of the unforeseen conditions. If Due Diligence documents and information provided to Contractor does not provide notice of the unforeseen condition then the costs for such work shall be added as an extra pursuant to Article 17.
- 13.15.6 *Utilities.* The Contractor shall perform and pay for all temporary utility hook ups and connections; the District shall pay for use of utilities during construction, as well as any fees owed to utility suppliers for connection to existing mainline facilities. Buildings shall be connected to water, gas, sewer, and electric services, complete and ready for use. Service connections shall be made and existing services reconnected
- 13.15.7 *Sanitary Facilities.* The Contractor shall provide a sanitary temporary toilet building as directed by the inspector for the use of all workers. The building shall be maintained in a sanitary condition at all times and shall be left at the site until the inspector directs removal. Use of toilet facilities in the work under construction shall not be permitted except by approval of the Inspector.
- 13.15.8 *Layout and Field Engineering.* All field engineering required for laying out this work and establishing grades for earthwork operations shall be furnished by the Contractor at its expense. Such work shall be done by a qualified civil engineer or land surveyor licensed in California and approved by the Architect. Any required "as built" drawings of site development shall be prepared by a qualified civil engineer or land surveyor licensed in California and approved by the Architect.
- 13.15.9 *Cutting and Patching.* Contractor shall do all cutting, fitting, or patching of work as required to make its several parts come together properly and fit it to receive or be received by work of other contractors showing upon, or reasonably implied by, the drawings and specifications for the completed structure. Contractor shall make good after them as Architect may direct. All cost caused by defective or ill-timed work shall be borne by party responsible therefore. Contractor shall not endanger any work by

cutting, excavating, or otherwise altering work and shall not cut or alter work of any other contractor save with consent or at the direction of Architect.

- 13.15.10 *Documents on the Project Site.* Contractor shall keep one copy of all Contract Documents, including addenda, change orders, Division I, Title 21 of the California Code of Regulations, Parts 1-5 and 12 of Title 24, and Title 22 of the California Code of Regulations, and the prevailing wage rates applicable to the Project, which are a part of Contract Documents, on job at all times. Said documents shall be kept in good order and shall be available to District representative, Architect and his representatives. Contractor shall be acquainted with and comply with the provisions of said Titles 21, 22 and 24 as they relate to this Project. (See particularly Duties of the Contractor, Title 24 California Code of Regulations, section 4-343.) Contractor shall also be acquainted with and comply with all California Code of Regulations provisions relating to this project, particularly Titles 17, 19, 21, 22 and 24.) Contractor shall also make available all books, records, accounts, contracts, bids, etc. upon request of District.
- 13.15.11 *Contractor to Bind Subcontractors to the Provisions of this Contract.* Contractor shall ensure that Subcontractors are bound to the same extent as Contractor is bound to District.
- 13.15.12 *Contractor Responsible for Means and Methods.* Contractor shall be solely responsible for the construction means, methods, techniques, sequences, procedures, and coordinating all portions of the work under the Contract Documents, unless the Contract Documents give other specific instructions concerning these matters. Contractor shall be responsible to see that the finished work complies accurately with the Contract Documents. Contractor shall not perform the work without utilizing the Contract Documents or, where required, approved shop drawings, product data, or samples for any such portion of the work.
- 13.15.13 *Contractor Responsible for Acts and Omissions of Employees.* Contractor shall be responsible to District for acts and omissions of Contractor's employees, subcontractors, material and equipment suppliers, and their agents, employees, invitees, and other persons performing portions of the work under direct or indirect contract with Contractor or any of its subcontractors

13.16 Close Out

- 13.16.1 *All DSA Close-Out requirements (See DSA Certification Guide).* Contractor is also specifically directed to Item 3.2 in the DSA Certification Guide and the applicable certificates for the DSA-311 form.
- 13.16.2 *Punch List Is Prepared Only After the Project Is Substantially Complete.* The Inspector and Architect shall prepare a Punch List of items which is an inspection report of the Work, if any, required in order to complete the Contract Documents and ensure compliance with the DSA Approved Plans so the Project may be Completed by the Contractor and a final DSA Close-Out is approved. When all Work for the Project is Complete, including Punch Lists and all Work complies with the approved Contract Documents and Change Orders, the Project has reached Final Completion.
- 13.16.3 *Time for Completion of Punch List.* Contractor shall only be given a period of no more than thirty (30) days to complete the Punch List on Project. During the Punch List period Contractor Superintendent and Project Manager shall remain engaged in the Project and shall not be removed or replaced. If the Punch List is not completed at the end of the Punch List time then Contractor shall issue a valued Punch List within 5 days after the date the Punch List time ends. If Contractor does not issue such a list,

the Owner or Architect may issue a valued Punch List to the Contractor and withhold up to 150% of the value of the Punch List Work.

- 13.16.4 *As-Builts Up to Date and Complete.* The intent of this procedure is to obtain an exact "As-Built" record of the Work upon completion of the project. The following information shall be carefully and correctly drawn on the prints and all items shall be accurately located and dimensioned from finished surfaces of building walls on all record drawings
- 13.16.4.1 The exact location and elevations of all covered utilities, including valves, cleanouts, etc. must be shown on As-Builts
- 13.16.4.2 Contractor is liable and responsible for inaccuracies in As-Built drawings, even though they become evident at some future date.
- 13.16.4.3 Upon completion of the Work and as a condition precedent to approval of Retention Payment, Contractor shall obtain the Inspector's approval of the "As-Built" information. When completed, Contractor shall deliver corrected sepias and/or a Diskette with an electronic file in a format acceptable to the District.
- 13.16.4.4 District may withhold the cost to hire a draftsman and potholing and testing service to complete Record As-Built Drawings at substantial cost if the Contractor does not deliver a complete set of Record As-Built Drawings. This shall result in withholding of between \$10,000 to \$20,000 per building that does not have a corresponding Record As-Built Drawing.
- 13.16.5 *Any Work not installed* as originally indicated on drawings
- 13.16.6 *All DSA Close-Out requirements* (See DSA Certification Guide). Contractor is also specifically directed to Item 3.2 in the DSA Certification Guide and the applicable certificates for the DSA-311 form.
- 13.16.7 *Submission of Form 6-C.* Contractor shall be required to execute a Form 6-C as required under Title 24 Sections 4-343. The Contractor understands that the filing with DSA of a Form 6-C is a requirement to obtain final DSA Approval of the Construction by Contractor and utilized to verify under penalty of perjury that the Work performed by Contractor complies with the DSA approved Contract Documents.
- 13.16.8 *Contractor shall be Responsible for All Costs to Certify the Project.* The District may Certify the Project complies with Approved Plans and Specifications by utilizing the procedures under the Project Certification Guide (Located at the DSA website at http://www.documents.dgs.ca.gov/dsa/plan_review_process/project_certification_guide_updated_03-15-13.pdf). All costs for professionals, inspection, and testing required for an alternate Project Certification shall be the Contractor's responsibility and the District reserves its right to institute legal action against the Contractor and Contractor's Surety for all costs to certify the Project and all costs to correct Non-Compliant Work that is discovered during the Alternate Certification Process.
- 13.16.9 *ADA Work that must be corrected* to receive DSA certification. See Article 41.
- 13.16.10 *Maintenance Manuals.* At least thirty (30) days prior to final inspection, three (3) copies of complete operations and maintenance manuals, repair parts lists, service instructions for all electrical and mechanical equipment, and equipment warranties

shall be submitted. All installation, operating, and maintenance information and drawings shall be bound in 8½" x 11" binders. Provide a table of contents in front and all items shall be indexed with tabs. Each manual shall also contain a list of subcontractors, with their addresses and the names of persons to contact in cases of emergency. Identifying labels shall provide names of manufactures, their addresses, ratings, and capacities of equipment and machinery.

13.16.11 Maintenance manuals shall also be delivered in electronic media for the Project. Any demonstration videos shall also be provided on electronic media.

13.17 Correction of Work: Warranty. Neither final payment nor any provision in the Contract Documents shall relieve Contractor of responsibility for faulty materials or workmanship incorporated in the Project. Contractor warrants that all work under this Construction Services Agreement will be free of faulty materials or workmanship and hereby agrees, within ten (10) days upon receiving notification from District, to remedy, repair or replace, without cost to District, all defects which may appear as a result of faulty materials or workmanship in the Project, at any time, or from time to time, during a period beginning with commencement of the Project and ending one (1) year after the date of completion of the Project, as defined in Article 18 hereof. The foregoing warranty of Contractor also applies to the remedy, repair or replacement of defects which may appear as a result of faulty designs prepared by Contractor and/or any party retained by, through or under Contractor in connection with the Project, but the foregoing warranty of Contractor does not guarantee against damage to the Project sustained by use, wear, intentional acts, accidents, or lack of normal maintenance or as a result of changes or additions to the Project made or done by parties not directly responsible to Contractor, except where such changes or additions to the Project are made in accordance with Contractor's directions. No guarantee furnished by a party other than Contractor with respect to equipment manufactured or supplied by such party shall relieve Contractor from the foregoing warranty obligation of Contractor. The warranty period set forth herein above shall not apply to latent defects appearing in the Project, and with respect to such defects, the applicable statute of limitations shall apply. Contractor agrees to provide the District with all equipment and materials warranties provided by manufacturers to District but has no obligation to assist in processing such warranty claims after said one (1) year warranty period.

13.17.1 *Assignment of Subcontracts.* Upon the Completion of the Warranty period, Contractor shall assign to the District all subcontracts with subcontractors, material suppliers or other vendors that provided Work for the Project. This assignment shall include all purchase orders and any change orders or addenda that were executed with the assigned subcontractor.

13.17.1.1 Documents to be Provided to District. Contractor shall provide the following documents to the District as part of Close Out of the project:

- a. *Subcontractor Warranty.* Contractor shall provide any warranty documents, including warranties consistent with the requirements of this Contract and the Contract Documents.
- b. *Contracts.* Contractor shall provide copies of all subcontracts, amendments, change orders and other documents associated with the subcontractors scope of work and price for work on the Project.
- c. *Subcontractors Bound to the Same Extent as Contractor.* The Subcontractors shall be bound to the same extent as the Contractor is bound by this CSA and Subcontractors shall be required to include assignment of their contracts to the District.

- d. *Bonds Assignable.* Contractor shall ensure that subcontractor performance and payment bonds are assignable and can be assigned to the District.
- e. *Unconditional Releases.* Contractor shall provide as part of the Close Out of the Project, Unconditional Releases for each Subcontractor and Material supplier that provided Work for the Project.
- f. *Project Files.* Upon the District's request, Contractor shall provide the District a copy of the entire subcontractor file, including any submittals or shop drawings that were provided by subcontractor.
- g. *District Reserves the Right to Assume Subcontractor Contracts Prior to the End of the Warranty Period.* District reserves the right to take assignment of subcontractor contracts prior to the end of the warranty period.

13.18 Assignment of Anti-Trust Claims. The Contractor offers and agrees to assign to the District all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 USC Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchase of goods, services, or materials pursuant to the Construction Services Agreement. This assignment shall become effective at the time the District tenders the final Lease Payment to Contractor, without further acknowledgment by the parties.

14. CONTRACT DOCUMENTS AND INTERPRETATIONS

- 14.1 The Contract Documents shall be executed, and/or initialed as appropriate, in duplicate by District and Contractor. The Contract Documents are complementary, and what is required by any one shall be as binding as if required by all. The intention of the Contract Documents is to include all labor, services and materials reasonably necessary for the proper execution of the work.
- 14.2 It is not intended that work and/or services not covered under any heading, section, branch, class or trade of the specifications shall be supplied, unless it is required elsewhere in the Contract Documents or is reasonably inferable therefrom as being necessary to produce the intended results, in which case such work and/or services shall be supplied by Contractor. Words which have well known technical or trade meanings are used herein in accordance with such recognized meanings. Mutual agreement shall be reached with respect to words which do not have a well-known technical or trade meaning and the definition of which come into question.
- 14.3 Drawings and specifications are intended to be fully cooperative and to agree. All drawing and specification changes shall be dated and sequentially recorded. All modifications to drawings and specifications shall be interpreted in conformity with the Contract Documents, which shall govern, unless otherwise specified.

15. SUBMITTALS

15.1 Definitions

- 15.1.1 *Deferred Approvals.* Approval of certain aspects of the construction may be deferred until the construction Contract has been awarded. To facilitate the design process, DSA grants deferred approval to the design and detailing of certain elements of the Project at the request of the Architect or Engineer of Record. Design elements that may be deferred may include, but are not limited to Access floors, Bleachers, Elevator

guide rails and related elevator systems, Exterior wall systems - precast concrete, glass fiber reinforced concrete, etc. , Skylights, Window wall systems, storefronts, Stage rigging, and other systems as noted in the Contract Documents. (Also see Article 15.3 and 15.6)

- 15.1.2 *Shop Drawings.* The term “Shop Drawings” as used herein means drawings, diagrams, equipment or product schedules, and other data, which are prepared by Contractor, Subcontractors, manufacturers, suppliers, or distributors illustrating some portion of the Work, and includes: illustrations; fabrication, erection, layout and setting drawings; manufacturer’s standard drawings; schedules; descriptive literature, instructions, catalogs, and brochures; performance and test data including charts; wiring and control diagrams; and all other drawings and descriptive data pertaining to materials, equipment, piping, duct and conduit systems, and methods of construction as may be required to show that the materials, equipment, or systems and their position conform to the requirements of the Contract Documents.
- 15.1.3 *Manufactured* applies to standard units usually mass-produced, and “Fabricated” means items specifically assembled or made out of selected materials to meet individual design requirements. Shop drawings shall: establish the actual detail of all manufactured or fabricated items, indicate proper relation to adjoining work, amplify design details of mechanical and electrical systems and equipment in proper relation to physical spaces in the structure, and incorporate minor changes of design or construction to suit actual conditions.
- 15.1.4 *Submittals* is a term used interchangeably and sometimes refers to Shop Drawings, Product Data, and Samples since all subcontractor submissions are tracked in a Submittal Log and may include any of the noted items. However, generally, a Submittal is a manufacturer’s product information and product data including description, characteristics, size, physical characteristics, and requirements to prepare the jobsite for receiving of the particular manufactured item.
- 15.1.5 *Samples.* The term “samples” as used herein are physical examples furnished by Contractor to illustrate materials, equipment, or quality and includes natural materials, fabricated items, equipment, devices, appliances, or parts thereof as called for in the Specifications, and any other samples as may be required by the Architect to determine whether the kind, quality, construction, finish, color, and other characteristics of the materials, etc., proposed by the Contractor conform to the required characteristics of the various parts of the Work. All Work shall be in accordance with the approved samples.

15.2 Shop Drawings.

- 15.2.1 *When Shop Drawings Are Required.* Shop drawings are required for prefabricated components and for installation and coordination of these prefabricated components into the Project. In addition, Shop Drawings, are prepared to address the actual size and installation of components from various subcontractors and provides an opportunity for the Contractor to coordinate and address conflicts between the subcontracting trades. In some cases, each subcontractor or trade will provide Shop Drawings in a format agreed upon by District.
- 15.2.2 *Purpose for Shop Drawings.* Shop drawings are the Contractor’s manufacturer, subcontractor, supplier, vendor or the Contractor’s detailed drawings showing particularized method for assembly, specifics to a manufacturer, manufacturer component installation requirements, specifics as to a manufactured item, alterations to a manufactured, a custom created item, or drawn version of more detailed information expanding on the Architect’s design shown in the Contact Documents.

The Shop Drawings address the appearance, performance, size, weight, characteristics and prescriptive descriptions associated with the Contractor or Contractor's subcontractor's plan for installation or assembly based on the design in the specifications and Contract Documents. The shop drawing often is more detailed than the information shown in the Contract Documents to give the Architect and Engineer the opportunity to review the fabricator's version of the product (along with particulars specific to that particular product), prior to fabrication. References to the Contract Documents, Construction Documents, Drawings, Plans, and Specifications assist the Architect and Engineer in their review of the Shop Drawings. Attachment of manufacturer's material specifications, "catalog cut sheets," and other manufacturer's information may be provided to accompany Shop Drawings. Because Shop Drawings facilitate the Architect's and Engineer's approval of the system, they should be as clear and complete as possible so they may be reviewed by Architect or Engineer for the Project.

- 15.2.3 *Shop Drawing Requirements.* The Contractor shall obtain and submit with Shop Drawings all seismic and other calculations and all product data from equipment manufacturers. "Product data" as used herein are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate a material, product, or system for some portion of the Work.
- 15.2.4 *Not a Reproduction of Architectural or Engineering Drawings.* The shop drawing are not a reproduction of the architectural or engineering drawings. Instead, they must show more detail than the Construction Documents and details the fabrication and/or installation of the items to the manufacturer's production crew or Contractor's installation crews.
- 15.2.5 *Shop Drawings Engineering Requirements:* Some shop drawings require an engineer stamp to be affixed on the drawings and calculations. In such cases, a current and valid engineering stamp shall be affixed by a California registered engineer. No out of State engineers shall stamp Shop Drawings. (See DSA IR A-18). In most cases, an engineer means California registered mechanical, structural, electrical or plumbing engineer. California Registered Civil Engineers will not be accepted for structural details unless specifically approved by DSA.
- 15.2.6 *DSA Approvals Required Prior to Work.* No work on a Shop Drawing that requires DSA approval may proceed until DSA approval is received. Contractor has provided DSA approval time and allowed adequate time for corrections in Contractor's Schedule as required pursuant to Article 9.
- 15.2.7 *Shop Drawing Identification.* All Shop Drawings must be properly identified with the name of the Project and dated, and accompanied by a letter of transmittal referring to the name of the Project and to the Specification section number for identification of each item clearly stating in narrative form, as well as "clouding" all qualifications, departures, or deviations from the Contract Documents. Shop drawings, for each section of the Work shall be numbered consecutively and the numbering system shall be retained throughout all revisions. All Subcontractor submissions shall be made through the Contractor. Each drawing shall have a clear space for the stamps of Architect and Contractor.
- 15.3 Deferred Approvals. Deferred approvals shall be submitted and processed to ensure all DSA and other governmental approvals are secured so as to not delay the Project. There may be additional requirements for deferred approvals at Division 1 of the Specifications. All deferred approvals shall be prepared by Contractor or Contractor's agent early enough so as to not delay the Project. Contractor is aware that Title 24 California Code of Regulations Section 4-317 have specific

requirements for deferred approval as to governing agencies and as to the Architect and Engineer for the Project. As a result, any delay associated with the time for approval by applicable agencies or by the Architect or Architect's consultants shall be Contractor's. Contractor is required to comply with inclusion of Deferred Approvals in the Schedule as required under Article 9

15.3.1 *DSA Approvals Required Prior to Work.* No work on a deferred approval item may proceed on the components until DSA approval is received. Contractor has provided DSA approval time and allowed adequate time for any DSA revisions in Contractor's Schedule as required pursuant to Article 9.

15.4 Submittals and Samples

15.4.1 *Information Required With Submittals:* Manufacturer, trade name, model or type number and quantities: Information provided must be of sufficient detail to allow Architect and Engineer to compare the submitted item with the specified products and acceptable products listed, in the specification and addenda.

15.4.2 *Description of Use and Performance Characteristics:* Information should be furnished describing the normal use and expected performance of the product. The Architect and Contractor review this information to confirm that the product is appropriate for the intended use.

15.4.3 *Size and Physical Characteristics:* The size and physical characteristics, such as adjustment capabilities, which is reviewed by both the Contractor and Architect. The Contractor has the most available information for comparing adjoining materials and equipment. The Contractor also needs to know the size and weight of the equipment for lifting and handling considerations.

15.4.4 *Finish Characteristics:* The Architect reviews the available finishes and selects the appropriate finish, if the finish was not previously specified in the documents. The Contractor should confirm that finish requirements in the specification are being met by the product.

15.4.5 *Contractor Responsible for Jobsite Dimensions:* Some material is custom-fabricated to job conditions, requiring dimensions from the jobsite. These jobsite dimensions are provided by the Contractor as part of the Contractor's responsibilities for the Project and shall be provided prior to release of the product for manufacture. Contractor shall not rely on Architect or Engineers to provide jobsite dimensions.

15.4.6 *Full Range of Samples Required (When Specific Items Not Specified).* Except in cases where the exact color and type of item is specified since the District is utilizing items Standardized or pre-selected by District, the full range of color, graining, texture, or other characteristics are anticipated for review in finished products, a sufficient number of samples of the specified materials shall be furnished by the Contractor to indicate the full range of characteristics which will be present in the finished products. Products delivered or erected without Submittal and approval without providing a full range of samples shall be subject to rejection. Except for range samples, and unless otherwise called for in the various sections of the Specifications or Specification Section 1, samples shall be submitted in duplicate.

15.4.7 *Labeling of Samples.* All samples shall be marked, tagged, or otherwise properly identified with the name of the submitting party, the name of the Project, the purpose for which the samples are submitted and the date.

15.4.8 *Transmittal letter.* All samples shall be accompanied by a letter of transmittal containing similar information, together with the Specification section number.

- 15.4.9 *Labels and Instructions.* All samples of materials shall be supplied with the manufacturer's descriptive labels and application instructions. Each tag or sticker shall have clear space for the review stamps of Contractor and Architect.
- 15.4.10 *Architect's Review.* The Architect will review and, if appropriate, approve submissions and will return them to the Contractor with the Architect's stamp and signature applied thereto, indicating the timing for review and appropriate action in compliance with the Architect's (or District's) standard procedures. In the cases where a CM is hired by the District, CM may be the party that receives and performance logging and initial processing of the Samples. CM may, in some cases, reject samples that are not in conformance with Contract requirements.

15.5 Submittal Submission Procedure

- 15.5.1 *Transmittal Letter and Other Requirements.* All Submittals must be properly identified with the name of the Project and dated, and each lot submitted must be accompanied by a letter of transmittal referring to the name of the Project and to the Specification section number for identification of each item clearly stating in narrative form, as well as "clouding" on the submissions, all qualifications, departures, or deviations from the Contract Documents. Shop drawings, for each section of the Work shall be numbered consecutively and the numbering system shall be retained throughout all revisions. All Subcontractor submissions shall be made through the Contractor. Each drawing shall have a clear space for the stamps of Architect and Contractor. In the case where a CM is hired on the Project, the CM may be designated to receive the Submittals for the Project, log the Submittals, and in some cases reject Submittals that do not conform to Contract requirements. Submittal Procedures for further information.
- 15.5.2 *Copies Required.* Each Submittal shall include one (1) legible, reproducible (if electronic is available, electronic copies shall also be provided) and five (5) legible prints of each drawing or schedule, table, cut sheet, etc., including fabrication, erection, layout and setting drawings, and such other drawings as required under the various sections of the Specifications, until final acceptance thereof is obtained. Subcontractor shall submit copies, in an amount as requested by the Contractor, of: (1) manufacturers' descriptive data for materials, equipment, and fixtures, including catalog sheets showing dimensions, performance, characteristics, and capacities; (2) wiring diagrams and controls; (3) schedules; (4) all seismic calculations and other calculations; and (5) other pertinent information as required by the District or Architect.
- 15.5.3 *Corrections.* The Contractor shall make all corrections required by Architect, District or CM and shall resubmit, as required by Architect or CM, corrected copies of Shop Drawings or new samples until approved. Contractor shall direct specific attention in writing or on resubmitted Shop Drawings to revisions other than the corrections required by the Architect on previous submissions. Professional services required for more than one (1) re-review of required Submittals of Shop Drawings, product data, or samples are subject to charge to the Contractor pursuant to Article 10.4.
- 15.5.4 *Approval Prior to Commencement of Work.* No portion of the Work requiring a shop drawing or sample submission or other Submittal shall be commenced until the submission has been reviewed by Contractor and Architect (and CM, if applicable) and approved by Architect (and CM where applicable) unless specifically directed in writing by the Architect. All such portions of the Work shall be in accordance with approved Shop Drawings and samples.

15.5.5 *District's Property.* All Submittals, Shop Drawings, computer disks, constructability reviews, schedules, annotated specifications, samples and other Submittals shall become the District's property upon receipt by the District or Architect.

15.6 Schedule Requirements for Submittals. Contractor shall obtain and shall submit all required Submittals (i.e. Shop Drawings, Deferred Approvals, Samples, etc.), in accordance with Contractor's "Schedule for Submission of Shop Drawings and Samples" as required in the scheduling portion of the CSA at Articles 9 and the Specifications (as long as the Specifications do not conflict with CSA. In the case of conflict, the conflicting provision shall be controlled by the CSA and the remaining specification sections shall be interpreted as if the CSA language is inserted) with such promptness as to cause no delay in its own Work or in that of any other contractor or subcontractor but in no event later than thirty five (35) days after the Notice to Proceed is issued except in the specific cases noted as an exception as set forth below. No extensions of time will be granted to Contractor or any Subcontractor because of its failure to have Shop Drawings and samples submitted in accordance with this Article 15 and the Schedule. Each Subcontractor shall submit all Shop Drawings, samples, and manufacturer's descriptive data for the review of the District, the Contractor, and the Architect through the Contractor.

15.6.1 *Consideration of Schedule.* Contractor has considered lead times, DSA or other agency governmental review times, Architect or Engineer review times, manufacturing seasons, and specific long lead procurement concerns for all submittals for the Project.

15.6.1.1 All Submittals for the Project except those specifically agreed upon by District and Architect, in writing, and shall be specifically incorporated into the Submittal section of the Schedule so as to not delay the Work. The agreement to allow a later Submittal does not mean that Article 15.6 is waived. Contractor shall order materials and ensure prices are honored and secured for the Project.

a. Structural Steel may be included as a Submittal later than 35 days if Structural Steel is a significant portion of the Work, or if the Project involves a major structural steel structural system, or as specifically agreed upon by the Architect or District.

b. It is specifically agreed that submissions of structural steel Submittals shall not be piecemeal (unless some portion is requested separately by the Owner or Architect), shall provide complete designs, shall be stamped by the Structural Steel subcontractor, Contractor, and Structural Steel Subcontractor's structural engineer at time of submission and as further addressed in this Article.

c. In no case shall the submission of Structural Steel Drawings delay the critical path for the schedule. If a Milestone is provided for submission of complete structural steel Shop Drawings then the date shall be no later than as set forth in the Milestone

15.6.1.2 Exceptions to Submittal Within Thirty-Five (35) Days by Written Agreement. A written request detailing the specific reasons for a submission later than 35 days due to complexity of design, or non-critical path status of the Submittal shall be submitted at the time the Baseline Schedule is submitted. The Baseline Schedule shall not include a delayed Submittal until written agreement is provided. In

addition to the request for providing a Submittal after the thirty-five (35) day period, a copy of the Contract with the subcontractor who shall be performing the Submittal, a written statement from the subcontractor verifying that work has commenced on the Submittal and providing subcontractor's own schedule of milestones and completion dates, and a corresponding Submittal designation in the Schedule as required under Article 9.

- a. Approval of a delayed Submittal shall not result in any increase in the Contract Price or result in an extension of time for the completion of the Project.

15.6.1.3 Piecemeal Submissions of Submittals. Piecemeal Submittals mean providing portions of Shop Drawings or Submittals as they are being completed. The submission of piecemeal Submittals results in the appearance of a submission when there is inadequate information for the Architect or Engineer to adequately review a submission. Piecemeal differs from submission of complete buildings or phases of buildings or complete assemblies. The Architect may agree to allow submission of single buildings or areas as long as the Submittals are complete.

15.7 General Submittal Requirements

15.7.1 *Contractor Submittal Representations.* By submitting Shop Drawings, product data, samples, etc., the Contractor represents that it has determined and verified all materials, field measurements, catalog numbers, related field construction criteria, and other relevant data in connection with each such submission, and that it has checked, verified, and coordinated the information contained within such Submittals with the requirements of the Work and of the Contract Documents, including the construction schedule.

15.7.2 *Contractor Coordination.* By submitting Shop Drawings, Submittals, product data, samples, etc., the Contractor represents that it has determined and verified all materials, field measurements, catalog numbers, related field construction criteria, and other relevant data in connection with each such submission, and that it has checked, verified, and coordinated the information contained within such Submittals with the requirements of the Work and of the Contract Documents, including the construction schedule. Contractor shall stamp, sign, and date each Submittal indicating its representation that the Submittal meets all of the requirements of the Contract Documents and evidence Contractor's review through execution of the following stamp to be placed on each Shop Drawings:

"The [contractor] has reviewed and approved the field dimensions and the construction criteria, and has also made written notation regarding any information in the Shop Drawings and Submittals that does not conform to the Contract Documents. This Shop Drawing or Submittal has been coordinated with all other Shop Drawings and Submittals received to date by me as Contractor and this duty of coordination has not been delegated to subcontractors, material suppliers, the Architect, or the Engineers on this Project.

Signature of Contractor and date

- 15.7.3 *No Deviation from Contract Documents.* The submission of the Shop Drawings, product data, samples, etc., shall not deviate from the requirements of the Contract Documents including detailing and design intent which is specifically outlined in Contract Documents except as specifically authorized by the Architect or through an accepted substitution pursuant to Article 16. All deviations from the Contract Documents shall be narratively described in a transmittal accompanying the Shop Drawings. However, Shop Drawings shall not be used as a means of requesting a substitution, the procedure for which is defined in Article 16, "Substitutions."
- 15.7.4 *Contractor Responsibility for Shop Drawings Conformance to Contract Documents.* Review by District and Architect shall not relieve the Contractor or any Subcontractor from its responsibility in preparing and submitting proper Shop Drawings in accordance with the Contract Documents.
- 15.7.5 *Incomplete Submittals.* Any submission, which in Architect's opinion is incomplete, contains errors, or has been checked superficially will be returned unreviewed by the Architect for resubmission by the Contractor.
- 15.7.6 *Shop Drawings and Submittals Shall Not Be Used as a Method to Make a Substitution.* Shop drawings and Submittals shall not be used as a means of requesting a substitution or to make changes in the Contract Documents. If changes are made to the Contract Documents through the Shop Drawings, the Architect shall have the right to reject the Submittal. If the Architect does not note the deviation from the approved plans and specifications, the Contractor is still responsible for the change and the Architect or the District may require the Shop Drawings be revised to properly reflect the approved Contract Documents. The Architect or District may also require that the Contractor bear all costs under Article 10.4 and consequential damages associated with a CCD to revise plans and specifications to accommodate the deviation from approved plans and specifications.
- 15.7.7 *Extent of Review.* In reviewing Shop Drawings, the Architect will not verify dimensions and field conditions. The Architect will review and approve Shop Drawings, product data, samples, etc., for aesthetics and for conformance with the design concept of the Work and the information in the Contract Documents. The Architect's review shall neither be construed as a complete check which relieves the Contractor, Subcontractor, manufacturer, fabricator, or supplier from responsibility for any deficiency that may exist or from any departures or deviations from the requirements of the Contract Documents unless the Contractor has, in writing, called the Architect's attention to the deviations at the time of submission. The Architect's review shall not relieve the Contractor or Subcontractors from responsibility for errors of any sort in Shop Drawings or schedules, for proper fitting of the Work, coordination of the differing subcontractor trades and Shop Drawings and Work which is not indicated on the Shop Drawings at the time of submission of Shop Drawings. Contractor and Subcontractors shall be solely responsible for any quantities which may be shown on the Submittals or Contract Documents.

16. REQUEST FOR SUBSTITUTIONS

- 16.1 For purposes of this provision the term "substitution" shall mean a change in product, material, equipment, or method of construction from those required by the Construction Documents proposed by the Contractor.
- 16.2 Public Contract Code section 3400 does not apply to this agreement since the materials, services, and equipment used has been investigated as part of the Due Diligence investigation by Contractor and incorporated in the overall GMP.

- 16.3 Contractor may submit requests together with substantiating data for substitution of any "or equal" material, process or article. Any savings generated from the substitution shall be considered Project Savings under Article 7. The District shall not be responsible for any costs of Contractor associated with "or equal" substitution requests. The District has the complete and sole discretion to determine if a material, process or article is an "or equal" material, process or article that may be substituted. Is equal in quality/service/ability to the Specified Item. The data required to substantiate requests for substitutions of an "or equal" material, process or article data shall include a signed affidavit from the Contractor stating that the substituted "or equal" material, process or article is equivalent to that specified in the specification in every way except as listed on the affidavit. Substantiating data shall also include
1. Is equal in quality/service/ability to the Specified Item;
 2. Will entail no changes in detail, construction, and scheduling of related work;
 3. Will be acceptable in consideration of the required design and artistic effect;
 4. Will provide no cost disadvantage to the District;
 5. Will require no excessive or more expensive maintenance, including adequacy and availability of replacement parts; and
 6. Will required no change of the construction schedule
- 16.4 Failure to submit all the needed substantiating data, including the signed affidavit, to the Architect in a timely fashion so that the substitution can be adequately reviewed may result in the rejection of the proposed substitution. The District is not obligated to review multiple substitution submittals for the same product or item due to the Contractor's failure to submit a complete package initially.
- 16.5 Contractor shall bear the costs of all architectural and engineering work, DSA CCD review fees, and other costs associated with the review of submittals for substitution. See Article 10.4.
- 16.6 Contractor agrees to include the provisions of this Section in all subcontractor bid documents.

17. EXTRA WORK/MODIFICATIONS (INCLUSION OF CCD COSTS, DSA COSTS, AND AN ICD PROCESS)

- 17.1 No Changes Without Authorization. There shall be no change whatsoever in the drawings, specifications, or in the Work without an executed Change Order, Change Order Request, Immediate Change Directive, or order by the Architect for a minor change in the Work as herein provided. District shall not be liable for the cost of any extra work or any substitutions, changes, additions, omissions, or deviations from the Drawings and Specifications unless authorized District representative has approved the cost in writing by Change Order or executed Construction Change Document. No extension of time for performance of the Work shall be allowed hereunder unless claim for such extension is made at the time changes in the Work are ordered, and such time duly adjusted in writing in the Change Order. The provisions of the Contract Documents shall apply to all such changes, additions, and omissions with the same effect as if originally embodied in the Drawings and Specifications. Notwithstanding anything to the contrary in this Article 17, all Change Orders shall be prepared and issued by the Architect and shall become effective when executed by the authorized District representative (utilizing either a Contractor Contingency Amount or a District Contingency Amount), the Architect, and the Contractor.

CONTRACTOR UNDERSTANDS, ACKNOWLEDGES, AND AGREES THAT THE REASON FOR THIS NOTICE REQUIREMENT IS SO THAT DISTRICT MAY HAVE AN OPPORTUNITY TO ANALYZE THE WORK AND DECIDE WHETHER THE DISTRICT

SHALL PROCEED WITH THE CHANGE ORDER OR ALTER THE PROJECT SO THAT SUCH CHANGE IN WORK BECOMES UNNECESSARY AND TO AVOID THE POSSIBLE DELAYS ASSOCIATED WITH THE ISSUANCE OF A NOTICE OF NON-COMPLIANCE.

- 17.2 Notices of Non-Compliance. Contractor deviation or changes from approved plans and specifications may result in the issuance of a Notice of Non-Compliance (See DSA Form 154). Contractor is specifically notified that deviations from the plans and specifications, whether major or minor, may result in the requirement to obtain a DSA Construction Change Document to correct the Notice of Non-Compliance. (See Article 17.4.1.1 for Definition of CCD). In some cases, the lack of a DSA approved CCD AND verification from the Inspector that a Notice of Non-Compliance has been corrected may result in a critical path delay to the next stage of Work on the Project. Specifically, a deviation from approved plans and specifications may prevent approval of the category of Work listed in the DSA 152 Project Inspection Card. Any delays that are caused by the Contractor's deviation from approved plans and specifications shall be the Contractor's responsibility.
- 17.3 Architect Authority. The Architect will have authority to order minor changes in the Work that do not involve DSA Approval not involving any adjustment in the Contract Sum, or an extension of the Contract Time.
- 17.4 CONSTRUCTION CHANGE DOCUMENT (CCD Category A, and CCD Category B) and IMMEDIATE CHANGE DIRECTIVE (ICD)

17.4.1 *Definitions*

17.4.1.1 Construction Change Document (CCD). A Construction Change Document is a DSA term that is utilized to address changes to the DSA approved plans and specifications. There are two types of Construction Change Documents. (1) DSA approved CCD Category A (DSA Form 140) for Work affecting Structural, Access or Fire-Life Safety of the Project which will require a DSA approval; and, (2) CCD Category B (DSA Form 141) for work NOT affecting Structural Safety, Access Compliance or Fire and Life Safety that will not require a DSA approval (except to confirm that no Approval is required);

17.4.1.2 Immediate Change Directive (ICD). An Immediate Change Directive is a written order to the Contractor prepared by the Architect and signed by the District (and CM if there is a CM on the Project) and the Architect, directing a change in the Work and stating a proposed basis for adjustment, if any, in the Contract Sum or Contract Time, or both. The District may by ICD, without invalidating the Contract, direct immediate changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions within. If applicable, the Contract Sum and Contract Time will be adjusted accordingly.

In the case of an Immediate Change Directive being issued, Contractor must commence Work immediately or delays from failure to perform the ICD shall be the responsibility of Contractor and the failure to move forward with Work immediately shall also be grounds for Termination under Article 19 or determination of partial default under Article 12.2.

An ICD does not automatically trigger an Article 20 Dispute or Claim. Contractor must timely follow the procedures outlined at Article 20 and this Article where applicable.

Refer to Forms for a copy of the proposed Immediate Change Directive form.

- 17.4.1.3 Use to Direct Change. An ICD shall be used to move work forward immediately and to avoid delay. In some cases, an ICD shall be issued in the absence of agreement on the terms of an Extra, or RFP. A copy of an ICD form is provided in the Forms included with this CSA. The anticipated not to exceed price for the Work will be inserted into the ICD. In the case of an ICD issued to correct Contractor Deficiencies or to correct a Contractor caused Notice of Non-Compliance, the ICD may be issued with \$0 and 0 time. Contract may prepare an Extra associated with the ICD pursuant to Article 17. However, Contractor shall proceed with all Work required under an Approved ICD immediately upon issuance. Failure to proceed with the Work under an ICD shall be grounds for Termination for Cause under Article 19 or take over the Work under Article 12.2.

If adequate time exists, an ICD may be subject of an RFP for pricing and determination if any time that may be required. However, if an RFP is not completed, Contractor shall immediately commence Work when an ICD is issued. If the RFP is incomplete, it may still be completed to be submitted for Pricing Purposes as long as the PR is submitted within the timeline provided by the PR, or within 10 days following issuance of the ICD.

- 17.4.1.4 ICD Issued Over a Notice of Non-Compliance or to Cover Work Subject to a DSA 152 Sign Off. In some cases, an ICD shall be for the purpose of proceeding with Work to keep the Project on Schedule and as an acknowledgement by the District that Contractor is proceeding with Work contrary to a Notice of Non-Compliance, prior to issuance of a DSA approved CCD Category A, or to direct the covering of Work which has not yet received a DSA 152 Inspection Approval to move forward.

- a. *Contractor Compliance with all Aspects of an ICD.* Contractor is to undertake the ICD and comply with all aspects of the Work outlined in the ICD. Inspector is to inspect the Work pursuant to the ICD. Failure to follow the ICD may result in deduction of the ICD Work under Article 12.2 or Termination of the Contractor pursuant to Article 19.
- b. *Exception in the Case of DSA Issued Stop Work Order.* Contractor must proceed with an ICD even if a CCD has not been approved by DSA except in the case of a DSA issued Stop Work Order. If a DSA Stop Work Order is issued, Contractor must stop work and wait further direction from the District.
- c. *ICD Due to Contractor Deficiency or Contractor Caused Notice of Non-Compliance.* If an ICD is issued to correct a Contractor Deficiency or a Contractor caused notice of Non-Compliance, Contractor specifically acknowledges responsibility for all damages associated with the Contractor Deficiency or Contractor Caused Notice of Non-Compliance and all damages and costs incurred to correct the deficiency under Article 10.4.

17.5 Extras Request. Extra work or a modification or reduction of requirements or of methods of performing the Construction which differ from the work or requirements set forth in the Construction Documents ("Extra Work/Modifications"); and for such purposes, the District may at any time during the life of this Construction Services Agreement by written order, make such changes as it shall find necessary from Contractor Contingency if District approves such request in writing. the costs of the Extra Work/Modifications, as established pursuant to this Article, shall be deducted from Contractor Allowance or Error and Omission Allowance and shall not affect the GMP.

17.5.1 *Format.* The following format shall be used, as applicable by the District and the Contractor to communicate proposed additions and deductions to the Contract. A copy of a proposed Construction Change Document form is provided at the end of this Article. The Most stringent guidelines will apply to all forms.

		<u>EXTRA</u>	<u>CREDIT</u>
Subcontractor			
(a)	Material (attach itemized quantity and unit cost plus sales tax)	_____	_____
(b)	Equipment (attach invoices)	_____	_____
(c)	Actual Labor Cost (attach itemized hours and rates)	_____	_____
(d)	Subtotal (a-d)	_____	_____

	<u>EXTRA</u>	<u>CREDIT</u>
General contractor		
(e) Actual Labor Cost (attach itemized hours and rates)	_____	_____
(f) Social Security, and Unemployment Taxes, not to exceed as follows: FICA @ 6.2% - with a wage ceiling of \$84,900; Medicare @ 1.45% - no wage ceiling; FUTA @ .8% - with a wage ceiling of \$7,000; ETT and SUI @ 2.3% - with a wage ceiling of \$7,000; Workers' Compensation @ 5.94% ; Total not-to-exceed is 16.69% . <i>(Note: Modifications to these percentages will be evaluated and possibly modified only on a case-by-case basis and only after proper proof of alternate percentages are documented and approved in advance. In addition, as wage ceilings are met, those corresponding percentages must drop from the "burden" calculations).</i>	_____	_____
(g) Subtotal		
(h) Total Overhead and Profit (inclusive of Liability and Property Damage Insurance): Not to exceed fifteen percent (15%) of Item (f)		
(i) Bond not to exceed one percent (1%) of item (g)	_____	_____
(j) TOTAL (f-i)	_____	_____
(k) Date/ Time	_____	_____

The undersigned Contractor approves the foregoing Extra Work as to the changes, if any, and the contract price specified for each item and as to the extension of time allowed, if any, for completion of the entire work on account of said Extra Work, and agrees to furnish all labor, materials and service and perform all work necessary to complete any additional work specified therein, for the consideration stated herein. It is understood that said Extra Work shall be effective upon approval from the District's Designee if such amounts are against the GMP and if Owner Contingency is used when approved by the Governing Board of the District.

It is expressly understood that the value of such extra Work or changes, as determined by any of the aforementioned methods, 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 are deemed waived.

The Contractor expressly acknowledges and agrees that any change in the Work performed shall not be deemed to constitute a delay or other basis for claiming additional compensation based on theories including, but not limited to, acceleration, suspension or disruption to the Project.

17.5.2 Should Contractor claim that any instruction, request, drawing, specification, action, condition, omission, default, or other situation (i) obligates the District to pay

additional compensation to the Contractor; or (ii) obligates the District to grant an extension of time for the completion of the Construction Services Agreement; or (iii) constitutes a waiver of any provision in this Construction Services Agreement, CONTRACTOR SHALL NOTIFY THE DISTRICT, IN WRITING, OF SUCH CLAIM AS SOON AS POSSIBLE, BUT IN NO EVENT WITHIN MORE THAN TEN (10) BUSINESS DAYS FROM THE DATE CONTRACTOR HAS ACTUAL OR CONSTRUCTIVE NOTICE OF THE CLAIM. CONTRACTOR SHALL ALSO PROVIDE DISTRICT WITH SUFFICIENT WRITTEN DOCUMENTATION SUPPORTING THE FACTUAL BASIS OF THE CLAIM under Article 20. Contractor shall be required to certify under penalty of perjury the validity and accuracy of any claims submitted. The Contractor's failure to notify the District within the ten (10) business day period shall be deemed a waiver and relinquishment of the claim against the District. If such notice be given within the specified time, the procedure for its consideration shall be as stated above in this Section.

17.5.3 All costs associated with the Extra Work/Modification may be in terms of time, money or both.

17.6 Deductive Change Orders

17.6.1 All Deductive Change Order(s) must be prepared utilizing the form under Paragraph 17.5 setting forth the actual costs incurred. Except in the case of an Article 12.2 or 29.4 Deductive Change Order where no mark-up shall be allowed, Contractor will be allowed a maximum of 5% total profit and overhead.

17.6.2 For Unilateral Deductive Change Orders, or where credits are due from Contractor for Allowances, Deductive Items, Inspection, Damage, DSA CCD review costs, Architect or Inspector costs for after hours or corrective services, Work removed from the Agreement under Article 12.2 or Article 29.4, there shall be no mark-up.

17.6.3 District may, at any time, after a Deductive Change Order is presented to Contractor by District for items under Article 12.2 or Article 29.4 of if there is disagreement as to the Deductive Change Order, issue a unilateral Deductive Change Order on the Project and deduct the Deductive Change Order from a Progress Payment, Final Payment, or Retention.

18. **TIME OF COMPLETION**

18.1 ONCE THE DISTRICT HAS ISSUED A NOTICE TO PROCEED, CONTRACTOR SHALL PROCEED WITH THE CONSTRUCTION OF THE PROJECT WITH REASONABLE DILIGENCE. CONTRACTOR AGREES THAT THE PROJECT WILL BE SUBSTANTIALLY COMPLETED WITHIN THE CALENDAR DAYS DESIGNATED IN ARTICLE 3.6 FROM THE NOTICE TO PROCEED, AS SAID TIME MAY BE EXTENDED FOR SUCH PERIODS OF TIME AS CONTRACTOR IS PREVENTED FROM PROCEEDING WITH OR COMPLETING THE PROJECT FOR ANY CAUSE DESCRIBED IN SECTION 9, OR AS OTHERWISE AGREED TO IN WRITING BY THE DISTRICT AND CONTRACTOR. IF THE WORK IS NOT COMPLETED IN ACCORDANCE WITH THE FOREGOING, IT IS UNDERSTOOD THAT THE DISTRICT WILL SUFFER DAMAGE SINCE CONTRACTOR HAS OVERSTAYED ITS LEASE TERM. IT BEING IMPRACTICAL AND INFEASIBLE TO DETERMINE THE AMOUNT OF ACTUAL DAMAGE, IT IS AGREED THAT CONTRACTOR'S EXTENSION OF THE LEASE SHALL RESULT IN LIQUIDATED DAMAGES, AND NOT AS A PENALTY, THE SUM SET FORTH IN ARTICLE 3.7 FOR EACH CALENDAR DAY OF DELAY UNTIL WORK IS COMPLETED AND ACCEPTED AND CONTRACTOR IS ABLE TO DISCONTINUE ITS LEASE WITH THE DISTRICT. CONTRACTOR AND HIS SURETY SHALL BE LIABLE FOR THE AMOUNT THEREOF. ANY MONEY DUE OR TO BECOME DUE THE CONTRACTOR MAY BE RETAINED BY

THE DISTRICT TO COVER SAID LIQUIDATED DAMAGES FOR OVERSTAYING THE LEASE. SHOULD SUCH MONEY NOT BE SUFFICIENT TO COVER SAID LIQUIDATED DAMAGES, THE DISTRICT SHALL HAVE THE RIGHT TO RECOVER THE BALANCE FROM THE CONTRACTOR OR ITS SURETIES, WHO WILL PAY SAID BALANCE FORTHWITH.

- 18.2 The term "Fully Completed and Accepted," as used herein, shall mean that all remaining work has been completed in accordance with the Construction Documents and that successful testing, startup and satisfactory operation of the Project as a total unit has been accomplished in substantial conformance with the Construction Documents.
- 18.3 Within five (5) business days after the Project commencement date in the District's Notice to Proceed, Contractor shall furnish District with a Baseline CPM (Critical Path) Schedule pursuant to Article 9, The Contractor shall include the District's occupancy requirements showing portions of the Projects having occupancy priority.
- 18.4 Contractor shall not be charged for liquidated damages, as set forth in the Agreement, for materially differing soil conditions below four (4) feet underground than those outlined in the soils report and from hazardous substances that are encountered that are not documented in the Contract Documents or in the Due Diligence Documents provided to Contractor.
- 18.4.1 In case of encountering either unforeseen conditions, Contractor shall notify the District in writing immediately prior to testing or continuing work and no later than ten (10) days following encountering the unforeseen condition. After providing written notice, Contractor shall test and provide District with Test results (unless District chooses to test) and shall proceed with Work based on the Test results. A Change Order pursuant to Article 17 shall be submitted. All time and expenses shall be verified with the Inspector or District Designee either on the day the extra work occurs, but no later than 10 am the following business day.
- 18.4.2 Contractor shall not stop work if unforeseen conditions are encountered.
- 18.4.3 Change Orders associated with approved unforeseen conditions shall be billed as Change Order Work in accordance with these documents.
- 18.5 Contractor shall within ten (10) calendar days of beginning of any such delay notify District in writing of causes of delay. Thereupon District shall ascertain the facts and extent of delay and grant extension of time for completing work when, in its judgment, the findings of fact justify such an extension. District's findings of fact thereon shall be final and conclusive on the parties hereto. Extension of time shall apply only to that portion of work affected by the delay, and shall not apply to other portions of work not so affected. Contractor agrees that the extension of time granted under this Article shall be its sole and exclusive remedy for the consequences of any delay described above. For any such delay resulting from the actions or inactions of Architect, District, or their officers, agents, and employees, or changes to the scope of the Work which impact the schedule, Contractor shall be entitled to reimbursement for its reasonable additional costs resulting from such delay, but not any additional profit or fee.
- 18.6 Contractor acknowledges the extreme importance of promptly notifying and thoroughly documenting any request for time extension and further specifically acknowledges that District will suffer extreme prejudice should Contractor fail in any way to comply with this requirement. Failure to comply with the procedures and time limits established in this Article shall constitute a waiver of such request. Evidence presented by Contractor that District was not prejudiced by Contractor's failure to comply with this requirement shall not render this requirement unenforceable.

- 18.7 Contractor is required to order, obtain, and store materials and equipment sufficiently in advance of its work at no additional cost or advance payment from District to assure that there will be no delays. An extension of time will not be granted for a delay caused by a shortage of materials.
- 18.8 Contractor shall not be entitled to additional compensation for delays within its control. Contractor is aware that governmental agencies, such as the Department of General Services, gas companies, electrical utility companies, water districts and other agencies may have to approve Contractor-prepared drawings or approve a proposed installation. In the event of delays to the Project from such agencies for which Contractor has no control, provided such delays are not caused by Contractor's or any subcontractor's acts or omissions, Contractor may be entitled to a time extension for such delays, but shall not be allowed additional compensation for the costs of such delays.
- 18.9 District reserves the right to occupy any building or portion thereof or use any improvement contemplated by the Contract Documents prior to the completion of the entire Project. A list of work to be completed and corrected by Contractor, if any, shall be prepared and agreed to between District and Contractor before any such occupancy or use. Such occupancy or use shall not operate as an acceptance of any part of the Project but shall start the guaranty-warranty period on the structure or portion thereof so occupied or improvement or equipment so used; provided, however, that such occupancy or use shall not start the guaranty-warranty period as to items appearing on the list of work yet to be completed and corrected or as to structures or improvements (or portions thereof) that are not occupied or used. No such occupancy or use shall be deemed to have occurred unless and until District has given Contractor written notice of its intention to so occupy or use any particular structure or improvement specifying the portion or portions of the structure, improvement or equipment which will be deemed so occupied or used. District and Contractor shall take reasonable steps to obtain the consent of Contractor's insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse of or reduction of such insurance. Such occupancy or use by District shall relieve Contractor of (and District shall assume) the responsibility for injury or damage to said occupied or used portions of the Project resulting from use by District or the public or from the action of the elements or from any other cause, except injury or damage resulting from the operations, negligence or intentional acts of Contractor, any subcontractors or materialmen of any tier, or their officers, employees or agents.

19. TERMINATION OF AGREEMENT

19.1 Termination for Breach.

19.1.1 If the Contractor refuses or fails to proceed with the construction of the Project or any separable part thereof with such diligence as will insure its completion within the time specified by this Construction Services Agreement or any extension thereof, or fails to complete the Project within such time, or if the Contractor should be adjudged bankrupt, or if it should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, or the Contractor or any of its subcontractors should violate any of the provisions of this Construction Services Agreement, the District may serve written notice upon the Contractor and its Surety of the District's intention to terminate this Construction Services Agreement. This notice of intent to terminate shall contain the reasons for such intention to terminate this Construction Services Agreement and a statement to that effect that the Contractor's right to perform work on the Project shall cease and terminate upon the expiration of ten (10) days unless such violations have ceased and arrangements satisfactory to the District have been made for correction of said violations.

19.1.2 In the event that the District serves such written notice of termination upon the Contractor and the Surety, the Surety shall have the right to take over and perform this Construction Services Agreement. If the Surety does not: (1) give the District written

notice of Surety's intention to take over and commence performance of this Construction Services Agreement within fifteen (15) days of the District's service of said notice of intent to terminate upon Surety; and (2) actually commence performance of this Construction Services Agreement within thirty (30) days of the District's service of said notice upon Surety; then the District may take over the Project and prosecute the same to completion by separate contract or by any other method it may deem advisable for the account and at the expense of the Contractor.

19.1.3 In the event that the District elects to obtain an alternative performance of the Construction Services Agreement as specified above: (1) the District may, without liability for so doing, take possession of and utilize in completion of the Project such materials, appliances, plants and other property belonging to the Contractor that are on the site and reasonably necessary for such completion; and (2) Surety shall be liable to the District for any cost or other damage to the District necessitated by the District securing an alternate performance pursuant to this Article.

19.2 Termination for Convenience.

19.2.1 The District may terminate performance of the Project called for by the Contract Documents in whole or, from time to time, in part, if the District determines that a termination is in the District's interest.

19.2.2 The District shall terminate all or any part of the Project upon delivery to the Contractor of a "Notice of Termination" specifying that the termination is for the convenience of the District, the extent of termination, and the effective date of such termination.

19.2.3 After receipt of Notice of Termination, and except as directed by the District's Representative, the Contractor shall, regardless of any delay in determining or adjusting any amounts due under this Termination for Convenience clause, immediately proceed with the following obligations:

1. Stop Work as specified in the Notice of Termination.
2. Complete any work specified in the Notice of Termination in a least cost/shortest time manner while still maintaining the quality called for under the Contract Documents.
3. Leave the Property upon which the Contractor was working and upon which the facility (or facilities) forming the basis of the Contract Documents is situated in a safe and sanitary manner such that it does not pose any threat to the public health or safety.
4. Terminate all subcontracts to the extent that they relate to the portions of the work terminated.
5. Place no further subcontracts or orders, except as necessary to complete the continued portion of the Construction Services Agreement.
6. Submit to the District's Representative, within ten (10) days from the Project termination date found in the Notice of Termination, all of the usual documentation called for by the Contract Documents to substantiate all costs incurred by the Contractor for labor, materials and equipment through the Project termination date, including termination costs related to demobilizing and closing out the project, found in the Notice of Termination. Any documentation substantiating costs incurred by the Contractor solely as a

result of the District's exercise of its right to terminate this Construction Services Agreement pursuant to this clause, which costs the Contractor is authorized under the Construction Services Agreement to incur, shall: (i) be submitted to and received by the District no later than thirty (30) days after the Project termination date found in the Notice of Termination; (ii) describe the costs incurred with particularity; and (iii) be conspicuously identified as "Termination Costs occasioned by the District's Termination for Convenience."

19.2.4 Termination of the Construction Services Agreement shall not relieve the Surety of its obligation for any just claims arising out of or relating to the work performed on the Project.

19.2.5 In the event that the District exercises its right to terminate this Construction Services Agreement pursuant to this clause, the District shall pay the Contractor, upon the Contractor's submission of the documentation required by this provision, and other applicable provisions of the Construction Services Agreement the following amounts:

1. All actual costs incurred according to the provisions of this Construction Services Agreement including but not limited to insurance costs incurred in connection with the Project.
2. A reasonable allowance for profit on the cost of the work on the Project performed, provided Contractor establishes to the satisfaction of the District, that it is reasonably probable that the Contractor would have made a profit had the Construction Services Agreement been completed and provided further, that the profit allowed shall in no event exceed five percent (5%) of costs. In no event shall the total amount exceed GMP.
3. A reasonable allowance for Contractor's administrative costs in determining the amount payable due to termination of the Construction Services Agreement under this Article.

19.3 Termination of Agreement by Contractor. The Contractor may terminate the Construction Services Agreement upon ten (10) days written notice to the District, whenever: (1) there is a substantial failure of performance on the part of the District; or (2) the District shall elect not to appropriate funds and/or not to make two (2) successive Sublease Prepayments following the receipt by District of a request from the Contractor in its capacity as Lessor for each such Sublease Prepayment submitted pursuant to Section 26(A) of the Sublease(s). In the event of such termination, the Contractor shall have no claims against the District except for work performed on the Project as of the date of termination.

19.4 Assignment of Subcontractors and Suppliers. If the Contract is Terminated, Contractor shall provide District copies of all subcontracts, purchase orders, addenda, invoices, payment records, and project files associated with each Subcontractor and Material Supplier. The District shall have the option to assume any Subcontracts, contracts or purchase orders the District chooses. To the extent that vendors are not paid in full for the labor, materials, or services provided, Contractor shall provide an accounting statement showing the amounts paid and the amounts due to the subcontractor and a statement on the anticipated payment status associated with the Termination.

19.5 Continuation of Work During Disputes. In the event of a dispute between the parties as to performance of the work or the interpretation of this contract, or payment dispute, the parties shall attempt to resolve the dispute. Pending resolution of this dispute, Contractor agrees to continue the work diligently to completion and shall neither rescind nor terminate the agreement.

20. RESOLUTION OF AGREEMENT CLAIMS

- 20.1 Decision of Architect. Disputes between District and Contractor involving money or time, including those alleging an error or omission by the Architect shall be referred initially to the Architect for action within ten (10) days after Contractor's Article 17 request for Change is denied. If there is a CM, the CM shall receive the Dispute and may review and also assemble opinions and documents to assist the Architect. A decision by the Architect, pursuant to Article 20.5, shall be required as a condition precedent to proceeding with remedies set forth in Paragraph 20.9 as to all such matters arising prior to the date Retention Payment Application is due, regardless of whether such matters relate to execution and progress of the Work, or the extent to which the Work has reached Final Completion.

The condition precedent of an Architect decision shall be waived if: (1) the position of Architect is vacant; (2) the Architect has not received evidence or has failed to render a decision within agreed time limit; (3) the Architect has failed to take action required under Paragraph 20.5 within thirty (30) days after the Claim is made, forty-five (45) days have passed after the Claim has been referred to the Architect; or (4) the Claim relates to a Stop Notice Claim not arising from any extra change order or Immediate Change Directive for which approval has not been provided.

- 20.2 Architect's Review. The Architect (and CM) will review Disputes and take one or more of the following preliminary actions upon receipt of a Dispute: (1) request additional supporting data from the claimant; (2) submit a schedule to the parties indicating when the Architect expects to take action; (3) reject the Dispute in whole or in part, stating reasons for rejection; (4) recommend approval of the claim; or (5) suggest a compromise. The Architect may also, but is not obligated to, notify the surety, if any, of the nature and amount of the claim.

20.2.1 *Architectural Immunity.* Architect Review of claims shall be impartial and meant to resolve Disputes. Pursuant to the case, *Huber, Hunt & Nichols, Inc. v. Moore* (1977) 67 Cal.App.3d 278, the Architect is provided a quasi-judicial immunity for interpreting and deciding Disputes between a District and Contractor.

- 20.3 Documentation if Resolved. If a Dispute has been resolved, the Architect (and/or CM) will prepare a Change Order or obtain appropriate documentation to document the terms for Board approval.

- 20.4 Actions if Not Resolved. If a Dispute has not been resolved and all documentation requested pursuant to Paragraph 20.3 has been provided, the Contractor shall, within ten (10) days after the Architect's preliminary response, assemble all the documents involved in the Dispute including copies of all back-up documentation of costs and the basis for the Dispute and take one or more of the following actions: (1) modify the initial Dispute; (2) notify the Architect that the initial Dispute stands; or (3) supplement with additional supporting data and re-submit to the Architect under Article 20.2.

- 20.5 Architect's Written Decision. If a Dispute has not been resolved after consideration of the foregoing and of other evidence presented by the parties or requested by the Architect, the Architect (or Architect through CM) the Architect shall provide a written decision twenty (20) days after compliance with Article 20.4. Upon expiration of such time period, the Architect (or Architect through CM) will render to the parties its written decision relative to the Dispute, including any change in the Contract Sum or Contract Time or both.

The Architect may also request reasonable additional time to complete Architect's written decision.

If the resolution of the Dispute by the Architect is not satisfactory to the Contractor and copies of all back-up documentation of costs and the basis for the Dispute is fully articulated in a package of

material that is complete, the Contractor may then submit a Claim to the District under Article 20.9

20.6 Continuing Contract Performance. Pending final resolution of a Dispute or Claim, including, negotiation, mediation, arbitration, or litigation, the Contractor shall proceed diligently with performance of the Contract, and the District shall continue to make any undisputed payments in accordance with the Contract (less any withholdings or offsets). If the Dispute or Claim is not resolved, Contractor agrees it will neither rescind the Contract nor stop the progress of the work, but Contractor's sole remedy shall be to submit such controversy to determination by a court of competent jurisdiction in the county where the project is located, after the project has been completed, and not before.

20.6.1 *District's Option to Submit Individual Disputes to Arbitration during Claims and Disputes Process.* At the District's sole option, in order to more efficiently resolve claims during the Project and prior to the completion of the Claims Process, pursuant to Government Code Section 9201, the District may submit individual Disputes or Claims for binding arbitration and Contractor agrees to the resolution of for each individual Dispute or Claim by an Arbitrator, including resolution of time and delays. If binding arbitration is utilized for individual disputes, such resolution is full and final as to that particular Dispute or Claim. THIS INDIVIDUAL DISPUTE ARBITRATION PROCESS IS NOT AN ARBITRATION CLAUSE AND SHALL NOT BE CONSTRUED AS AN AGREEMENT TO ARBITRATE. THIS INDIVIDUAL DISPUTES ARBITRATION PROCESS IS FOR THE SOLE PURPOSE OF STREAMLINING AND RESOLVING CLAIMS DURING CONSTRUCTION AND SHALL BE REQUESTED ON SPECIFIC INDIVIDUAL ITEMS BY THE DISTRICT PRIOR TO RETENTION PAYMENT (EVEN IF THERE ARE DEDUCTIONS MADE FROM RETENTION PAYMENT) WHICH REPRESENTS THE FINAL COMPLETION OF THE PROJECT.

20.6.1.1 No Tolling. The Arbitration process shall not toll the Disputes, Claims, or Appeals process under Article 20.

20.7 Claims for Concealed Trenches or Excavations Greater Than Four Feet Below the Surface. When any excavation or trenching extends greater than four feet below the surface:

20.7.1 *Immediately upon discovery,* The Contractor shall promptly, and before the following conditions are disturbed, notify the District, by telephone and in writing, of the condition:

1. Subsurface or latent physical conditions at the Site differing from those indicated in the Drawings, Specifications, or pursuant to the documents and information from Contractor's Due Diligence.
2. Unknown physical conditions at the Site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in Work of the character provided for in the Contract.

20.7.2 *The District shall investigate the conditions,* and if District finds that the conditions do materially so differ, and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the Work shall issue a change order or construction change document under the procedures described in the Contract.

20.7.3 *In the event that a dispute arises between the public entity or District and the Contractor whether the conditions materially differ, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the Work, the Contractor shall not be excused from any scheduled Completion Date provided for*

by the Contract, but shall proceed with all Work to be performed under the Contract. The Contractor shall retain any and all rights provided either by Contract or by law which pertain to the resolution of disputes and protests between the contracting parties.

20.8 Dispute Concerning Extension of Time. If Contractor and District cannot agree upon an extension of time, whether compensable or not, then Contractor must have first completed the procedures set forth in this Article. Upon completion of the procedures set forth in Article 17, Contractor must then comply with the requirements in this Article.

20.9 Claims Procedures. Pursuant to the remedies under Public Contract Code Section 9201 and Government Code Section 930.2, Contractor, through execution of this Agreement, also agrees to comply with the Claims requirements under this Article to quickly and efficiently resolve disputes. Further, to provide a level of accuracy to the records submitted, the District shall have the right to audit books and records pursuant to Article 21 based on the actual costs incurred and to reduce the uncertainty in resolving disputes with limited information.

20.10 Procedure Applicable to All Claims

20.10.1 *Actions if Not Resolved*

20.10.1.1 Definition of Claim: A "Claim" is where a Dispute between the parties rises to the level where backup documentation is assembled and provided to the District as a separate demand by the Contractor for (1) time extension, (2) payment of money or damages arising from Work done by or on behalf of the Contractor pursuant to the CONTRACT and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to, or (3) and amount the payment of which is disputed by the District. (If the Claim is for damages associated with a DSA Stop Work Order, the Contractor shall not be entitled to a request for Compensation, but shall be entitled to utilize Governmental Delay Float (See Article 9.2.1.))

20.10.1.2 Filing Claim Is Not Basis to Discontinue Work: The Contractor shall promptly comply with Work under the Contract or Work requested by the District even though a written claim has been filed. The Contractor and the District shall make good faith efforts to resolve any and all claims that may arise during the performance of the Work covered by this Contract.

20.10.1.3 Claim Notification: The Contractor shall within ten (10) calendar days after the Written Decision of the Architect, or if the time period for Architect's Decision has passed under Article 20.5, submit a notification, in writing, with the District (and the District's CM) stating clearly the basis for the claim. If the notification is not submitted within ten (10) days after the Written Decision of the Architect or the passage of time under Article 20.1, the Contractor shall be deemed to have waived all right to assert the claim, and the claim shall be denied. Claims submitted after Retention Payment date shall also be considered null and void by the District. All claims shall be reviewed pursuant to this Article.

20.10.1.4 The Formal Notification of Claim must be presented as follows:

- a. The term "Claim" must be at the top of the page in no smaller than 20 point writing.

- b. All documentation submitted pursuant to this Article to the Architect shall be submitted with the title "claim."
- c. A stack of documents, copy of all project documents, or the submission of random documents shall not constitute an adequate reference to supporting documentation
- d. Any additional or supporting documentation that Contractor believes is relevant should be submitted at this time.

20.10.1.5 Formal Claim Appeal Submission: If the Contractor does not concur with the District's decision regarding the Claim Notification, the Contractor will issue a formal Claim Appeal within fourteen (14) days of receipt of the District's decision and all detailed information in support of the Claim Appeal within thirty (30) days. All appeals shall be submitted before Retention Payment. If the Claim Appeal is not submitted within fourteen (14) calendar days and detailed information within thirty (30) days, the Contractor shall be deemed to have waived its right to assert the Claim and the Claim shall be denied. Contractor's failure to submit any detailed information which is in the possession of Contractor shall render such information inadmissible by Contractor at trial or arbitration.

20.10.1.6 Appeal Claim Format: The Contractor shall provide all written detailed documentation which supports the claim, including but not limited to: arguments, justifications, cost, estimates, Schedule analysis and detailed documentation. The format of the Claim Appeal shall be as follows:

- a. Cover letter.
- b. Summary of factual basis of Claim and amount of claim.
- c. Summary of the basis of the Claim, including the specific clause and section under the Contract under which the claim is made.
- d. Documents relating to the Claim, including:
 - 1. Specifications sections in question.
 - 2. Relevant portions of the Drawings
 - 3. Applicable Clarifications (RFI's)
 - 4. Other relevant information, including responses that were received.
 - 5. Contractor Analysis of Claim merit.
- e. Contractor's analysis of any subcontractor vendor claims that are being passed through.
 - 1. Any analysis performed by outside consultants
 - 2. Any legal analysis that Contractor deems relevant

- f. Break down of all costs associated with the Claim.
- g. For claims relating to time extensions, an analysis and supporting documentation evidencing any effect upon the critical path of the Schedule that was prepared under Article 9.
- h. Chronology of events and related correspondence.
- i. Applicable Daily reports and logs.
 - 1. If the Daily Reports or Logs are not available, lost or destroyed, there shall be a presumption that the lost documentation was unfavorable to the Contractor. See California Civil Jury Instruction 204.
- j. For Claims involving overhead, cost escalation, acceleration, disruption or increased costs, a full version of job costs reports organized by category of work or Schedule of Values with budget information tracked against actual costs. Any and all supporting back-up data, including the original bid (and associated original unaltered metadata).
 - 1. The meta data and bid information shall be provided confidentially and subject to a protective order to prevent dissemination to other contractors or to the public. However, the bid documentation should remain intact and available for review and inspection in case of this type of increased cost claim.
 - 2. This data on the bid shall be made available to any District attorneys or experts and shall also be utilized as evidence for any legal proceedings.
 - 3. If the bid documentation is not available, lost or destroyed, there shall be a presumption that the lost bid documentation was unfavorable to the Contractor. See California Civil Jury Instruction 204.
- k. Certification: The Contractor (and subcontractors, if applicable) shall submit with the claim a certification under penalty of perjury:
 - 1. That the Contractor has reviewed the claim and that such claim is made in good faith;
 - 2. Supporting data are accurate and complete to the best of the Contractor's knowledge and belief;
 - 3. The amount requested accurately reflects the amount of compensation for which the Contractor believes the District is liable.
 - 4. That the Contractor is familiar with Government Code Sections 12650 et seq. and Penal Code Section 72 and that false claims can lead to substantial fines and/or imprisonment.

- l. Signature of Certification: If the Contractor is not an individual, the certification shall be executed by an officer or general partner of the Contractor having overall responsibility for the conduct of the Contractor's affairs.
 - m. Mandatory Claim Appeal Procedure: The Contractor's Claim Appeal shall be denied if it fails to follow the requirements of this Article.
- 20.11 Binding Arbitration of Individual Claim Issues. To expedite resolution of Claims pursuant to Public Contract Code Section 9201, at the District's sole option, the District may submit individual Claims to Arbitration prior to Retention Payment consistent with the requirements of Article 20.6.1
- 20.12 Dispute Resolution. If Claims are not resolved under the procedure set forth above and all Appeals have been exhausted, such claim or controversy shall be submitted to a Arbitration under the AAA Construction Rules after the Project has been completed, and not before.
- 20.12.1 If a dispute arises out of, or relates to this Construction Services Agreement or the breach thereof, and if said dispute cannot be settled through normal contract negotiations, the parties agree to first endeavor to settle the dispute using mediation.
 - 20.12.2 The costs for all mediation, including the Administrative fees and mediator compensation, will be shared equally by all parties. Fees shall be jointly negotiated by all parties directly with the Administrator. If all parties agree, then the mediation costs may increase as required for resolution of the dispute. The expenses of witnesses for any party shall be paid by the party producing such witnesses.
 - 20.12.3 A single mediator, acceptable to all parties, shall be used to mediate the dispute. The mediator will be knowledgeable in construction aspects and will be selected from lists furnished by the Administrator. The initial mediation session shall commence within thirty (30) days of filing, unless otherwise agreed by the parties, or at the direction of the mediator.
 - 20.12.4 Mediation hearings will be conducted in an informal manner and discovery will not be allowed unless agreed by all parties. All discussions, statements, or admissions will be confidential to the proceedings and will not be used for any other purpose as it relates to the party's legal position.
 - 20.12.5 Spokespersons shall be limited to the District, Contractor, Subcontractor, and Supplier personnel and their consultants. District, Contractor, Subcontractor and Supplier may have an attorney present and shall advise the other parties no less than five (5) business days before the mediation so that the other parties may also have their attorneys present.
 - 20.12.6 Any resultant agreements from mediation shall be documented in writing, and may be used as the basis for a change order or other directive as appropriate. All mediation results and documentation shall be non-binding and inadmissible for any purpose in any legal proceedings, in accordance with Evidence Code Section 1152, unless such admission is otherwise agreed in writing by all parties. Mediators shall not be subject to any subpoena or liability and their actions shall not be subject to discovery.
 - 20.12.7 If mediation is unsuccessful, the parties thereafter may, but are not required to, agree to submit the matter to the Administrator for binding arbitration. If the parties so agree to arbitrate, the following provision shall govern such arbitration, unless the parties otherwise agree in writing. The parties agree that the matter shall be submitted

to one (1) arbitrator, unless they agree in writing to three (3) arbitrators. A judgment of a court having competent jurisdiction may be entered upon the award, and such judgment shall be enforceable as a final judgment to the fullest extent under the law. The parties agree to split evenly all arbitration and arbitrator(s)' fees and expenses, subject to readjustment by the arbitrator as part of any award. The arbitration shall be subject to, and proceed in accordance with California Code of Civil Procedure, Sections 1280 through 1294.2. If the parties do not agree to submit to binding arbitration, neither party is prevented from pursuing other legal remedies.

21. MAINTENANCE OF RECORDS; AUDIT/OWNERSHIP OF DOCUMENTS

- 21.1 State Audit. Pursuant to and in accordance with the provisions of Government Code § 10532, or any amendments thereto, all books, records, and files of the District, the Contractor, or any Subcontractor connected with the performance of this Contract involving the expenditure of state funds in excess of Ten Thousand Dollars (\$10,000.00), including, but not limited to, the administration thereof, shall be subject to the examination and audit of the Office of the Auditor General of the State of California for a period of five (5) years after Retention Payment is made or a Notice of Completion is Recorded, whichever occurs first. Contractor shall preserve and cause to be preserved such books, records, hard drives, electronic media, and files for the audit period.
- 21.2 District Audit. Pursuant to the remedies under Public Contract Code Section 9201 and Government Code Section 930.2, Contractor, through execution of this Agreement, also agrees the District shall have the right to review and audit, upon reasonable notice, the books and records of the Contractor concerning any monies associated with the Project. The purpose of this Audit is to quickly and efficiently resolve disputes based on the actual costs incurred and to reduce the uncertainty in resolving disputes with limited information. The District shall perform any audits at its own cost and any such audit shall be performed by an independent auditor, having no direct or indirect relationship with the functions or activities being audited or with the business conducted by the Contractor or District. In the event the independent auditor determines that Change Orders, Response to Request for Proposals, Claims, Appeal of Claims, or other requests for payment the Auditor shall report the results of the Audit findings to the District and provide a copy to the Contractor after giving the District Board the opportunity for at least 10 days review. If the Contractor disputes the findings of the independent auditor, such dispute shall be handled in the manner set forth under Article 20 entitled Disputes.
- 21.3 Failure to Produce Books or Records. If Contractor having agreed to the terms of this Contract fails to produce books or records requested by Auditor, such failure to produce books or records that were required to be preserved for audit, it shall be presumed that the information contained in the withheld books or records were unfavorable to the Contractor and the Auditor shall note this refusal in the results of the Audit findings for further evaluation by the District and the District's Board. The refusal to release records that are concerning monies associated with the Project may be used as a grounds to Debar the Contractor from future Projects for failure to preserve records under this Article and the failure to produce required audit records may also be used as a grounds for a negative finding against the Contractor depending on the significance of the records that are withheld by Contractor. Failure to produce Job Cost Data tied to Job cost categories and budgets shall be presumed an intentional failure to produce key audit records. Similarly, failure to produce daily time records (prepared at or near the time of the Work actually took place shall be presumed an intentional failure to produce key audited records.
- 21.4 Inefficiency, Acceleration or Delay Claims. If Contractor is seeking costs for inefficiency, home office overhead, or unanticipated increased costs due to delays or acceleration, Contractor shall also produce copies of the original bid tabulation utilized in submitting Contractor's bid for the Project. This document shall be considered confidential and shall not be subject to disclosure through a Public Records Act and shall not be distributed to anyone other than the District and the District's counsel. This bid tabulation shall only be used in litigation, arbitration, evaluation of

Claims or Disputes, Audit, and trial. If the records for the bid tabulation are kept on a computer, the Contractor shall also produce all metadata (in native format) that accompanies the bid tabulation for inspection to prove the authenticity of the underlying bid tabulation. Failure to produce the bid tabulation for review of inefficiency, home office overhead, or unanticipated increased costs due to delays or accelerations shall be considered material evidence that the bid tabulation was not favorable to the Contractor. This evidence shall be entered as a jury instruction for trial that the bid tabulation was not produced and the bid tabulation information was unfavorable to the Contractor. The evidence may also be used in Debarment Proceedings, and noted as an exception to an Audit Findings.

- 21.5 Upon notification of Contractor concerning the results of the audit and a reasonable time has passed for Contractor to respond to Audit Findings and if either there is no Dispute of the Audit findings under this Article or if the result after utilizing the Disputes Clause confirms the Audit findings, the District may seek any Savings that have not been accounted for with District and may also seek reimbursement for overstated Claims, Change Orders, or Appeal of Claims.
- 21.6 Ownership of Drawings. Notwithstanding any provision of this Agreement, all drawings, specifications, and copies thereof furnished by District are its property. They are not to be used on other work and with exception of signed contract sets, are to be returned to District on request at completion of work.

22. PREVAILING RATES OF WAGES; RECORDS, APPRENTICES

- 22.1 Wage Rates. Pursuant to the provisions of Article 2 (commencing at § 1720), Chapter 1, Part 7, Division 2, of the Labor Code, the District has obtained the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in the locality in which this public works project is to be performed for each craft, classification, or type of worker needed for this Project from the Director of the Department of Industrial Relations ("Director"). These rates are on file at the administrative office of the District and are also available from the Director of the Department of Industrial Relations. Copies will be made available to any interested party on request. The Contractor shall post a copy of such wage rates at appropriate, conspicuous, weatherproof points at the Site.

Any worker employed to perform Work on the Project, but such Work is not covered by any classification listed in the published general prevailing wage rate determinations or per diem wages determined by the Director of the Department of Industrial Relations, shall be paid not less than the minimum rate of wages specified therein for the classification which most nearly corresponds to the employment of such person in such classification.

- 22.2 Holiday and Overtime Pay. Holiday and overtime work, when permitted by law, shall be paid for at the rate set forth in the prevailing wage rate determinations issued by the Director of the Department of Industrial Relations or at least one and one-half (1½) times the specified basic rate of per diem wages, plus employer payments, unless otherwise specified in the Contract Documents or authorized by law
- 22.3 Wage Rates Not Affected by Subcontracts. The Contractor shall pay and shall cause to be paid each worker engaged in the execution of the Work on the Project not less than the general prevailing rate of per diem wages determined by the Director, regardless of any contractual relationship which may be alleged to exist between the Contractor or any Subcontractor and such workers.
- 22.4 Per Diem Wages. The Contractor shall pay and shall cause to be paid to each worker needed to execute the Work on the Project per diem wages including, but not limited to, employer payments for health and welfare, pensions, vacation, travel time and subsistence pay as provided for in Labor Code §1773.1.

- 22.5 Forfeiture and Payments. Pursuant to Labor Code §1775, the Contractor shall forfeit to the District, not more than Two Hundred Dollars (\$200.00) for each calendar day, or portion thereof, for each worker paid less than the prevailing wages rates as determined by the Director of the Department of Industrial Relations, for the work or craft in which the worker is employed for any Work done under the Agreement by the Contractor or by any Subcontractor under it. The amount of the penalty shall be determined by the Labor Commissioner and shall be based on consideration of: (1) whether the Contractor or Subcontractor's failure to pay the correct rate of per diem wages was a good faith mistake and, if so, the error was promptly and voluntarily correct upon being brought to the attention of the Contractor or Subcontractor; and (2) whether the Contractor or Subcontractor has a prior record of failing to meet its prevailing wage obligations.

23. RECORDS OF WAGES PAID

23.1 Payroll Records

- 23.1.1 Pursuant to §1776 of the Labor Code, each Contractor and Subcontractor shall keep an accurate payroll record showing the name, address, social security number, work classification and straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker or other employee employed by him or her in connection with the Project.
- 23.1.2 All payroll records shall be certified and submitted to the District with each application for payment, but shall not be submitted less than once per month. All payroll records shall be available for inspection at all reasonable hours at the principal office of the Contractor on the following basis:
- 23.1.3 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.
- 23.1.4 A certified copy of all payroll records shall be made available for inspection or furnished upon request to a representative of District, the Division of Labor Standards Enforcement or the Division of Apprenticeship Standards of the Department of Industrial Relations.
- 23.1.5 A certified copy of all payroll records shall be made available upon request by the public for inspection or for copies thereof. However, a request by the public shall be made through the District, the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided pursuant to Paragraph (2) above, the requesting party shall, prior to being provided the records, reimburse the costs, according to law for the preparation by the Contractor, Subcontractor(s), and the entity through which the request was made. The public shall not be given access to such records at the principal office of the Contractor.
- 23.1.6 The certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement or shall contain the same information as the forms provided by the Division of Labor Standards Enforcement.
- 23.1.7 The Contractor or Subcontractor(s) shall file a certified copy of all payroll records with the entity that requested such records within 10 calendar days after receipt of a written request.
- 23.1.8 Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by the District, the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement shall be

marked or obliterated to prevent disclosure of an individual's name, address and social security number. The name and address of the Contractor awarded the Contract or the Subcontractor(s) performing the Contract shall not be marked or obliterated. Any copy of records made available for inspection by, or furnished to, a joint labor-management committee established pursuant to the federal Labor Management Cooperation Act of 1978 (Section 175a of Title 29 of the United States Code) shall be marked or obliterated only to prevent disclosure of an individual's name and social security number. Notwithstanding any other provision of law, agencies that are included in the Joint Enforcement Strike Force on the Underground Economy established pursuant to Section 329 of the Unemployment Insurance Code and other law enforcement agencies investigating violations of law shall, upon request, be provided non-redacted copies of certified payroll records.

23.1.9 The Contractor shall inform the District of the location of all payroll records, including the street address, city and county, and shall, within five working days, provide a notice of a change of location and address.

23.1.10 The Contractor or Subcontractor(s) shall have 10 calendar days in which to comply subsequent to receipt of a written notice requesting payroll records. In the event that the Contractor or Subcontractor(s) fails to comply within the 10-day period, the Contractor or Subcontractor(s) shall, as a penalty to the District, forfeit One Hundred Dollars (\$100.00) 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.

23.1.11 Responsibility for compliance with this Article shall rest upon the Contractor.

23.2 Withholding of Contract Payments & Penalties

23.2.1 The District may withhold or delay contract payments to the Contractor and/or any Subcontractor if:

23.2.1.1 The required prevailing rate of per diem wages determined by the Director of the Department of Industrial Relations is not paid to all workers employed on the Project; or

23.2.1.2 The Contractor or Subcontractor(s) fail to submit all required certified payroll records with each application for payment, but not less than once per month; or

23.2.1.3 The Contractor or Subcontractor(s) submit incomplete or inadequate payroll records; or

23.2.1.4 The Contractor or Subcontractor(s) fail to comply with the Labor Code requirements concerning apprentices; or

23.2.1.5 The Contractor or Subcontractor(s) fail to comply with any applicable state laws governing workers on public works projects.

24. APPRENTICES

24.1 Apprentice Wages and Definitions. All apprentices employed by the Contractor to perform services under the Contract shall be paid the standard wage paid to apprentices under the regulations of the craft or trade for which he or she is employed, and as determined by the Director of the Department of Industrial Relations, and shall be employed only at the craft or trade to which

he or she is registered. Only apprentices, as defined in §3077 of the Labor Code, who are in training under apprenticeship standards that have been approved by the Chief of the Division of Apprenticeship Standards and who are parties to written apprenticeship agreements under Chapter 4 (commencing with §3070) of Division 3, are eligible to be employed under this Contract. The employment and training of each apprentice shall be in accordance with the apprenticeship standards and apprentice agreements under which he or she is training, or in accordance with the rules and regulations of the California Apprenticeship Council.

- 24.2 Employment of Apprentices. Contractor agrees to comply with the requirements of Labor Code §1777.5. The Contractor awarded the Project, or any Subcontractor under him or her, when performing any of the Work under the Contract or subcontract, employs workers in any apprenticeable craft or trade, the Contractor and Subcontractor shall employ apprentices in the ratio set forth in Labor Code §1777.5. The Contractor or any Subcontractor must apply to any apprenticeship program in the craft or trade that can provide apprentices to the Project site for a certificate approving the contractor or subcontractor under the apprenticeship standards for the employment and training of apprentices in the area or industry affected. However, the decision of the apprenticeship program to approve or deny a certificate shall be subject to review by the Administrator of Apprenticeship. The apprenticeship program or programs, upon approving the Contractor or Subcontractor, shall arrange for the dispatch of apprentices to the Contractor or Subcontractor upon the Contractor's or Subcontractor's request. "Apprenticeable craft or trade" as used in this Article means a craft or trade determined as an apprenticeable occupation in accordance with the rules and regulations prescribed by the California Apprenticeship Council. The ratio of work performed by apprentices to journeyman employed in a particular craft or trade on the Project shall be in accordance with Labor Code §1777.5.
- 24.3 Submission of Contract Information. Prior to commencing Work on the Project, the Contractor and Subcontractors shall submit contract award information to the applicable apprenticeship program(s) that can supply apprentices to the Project and make the request for the dispatch of apprentices in accordance with the Labor Code. The information submitted shall include an estimate of journeyman hours to be performed under the Contract, the number of apprentices proposed to be employed, and the approximate dates the apprentices would be employed. A copy of this information shall also be submitted to the District if requested. Within 60 days after concluding Work on the Project, the Contractor and Subcontractors shall submit to the District, if requested, and to the apprenticeship program a verified statement of the journeyman and apprentice hours performed on the Project.
- 24.4 Apprentice Fund. The Contractor or any Subcontractor under him or her, who, in performing any of the Work under the Contract, employs journeymen or apprentices in any apprenticeable craft or trade shall contribute to the California Apprenticeship Council the same amount that the Director determines is the prevailing amount of apprenticeship training contributions in the area of the Project. The Contractor and Subcontractors may take as a credit for payments to the California Apprenticeship Council any amounts paid by the Contractor or Subcontractor to an approved apprenticeship program that can supply apprentices to the Project. The Contractor and Subcontractors may add the amount of the contributions in computing his or her bid for the Contract.
- 24.5 Prime Contractor Compliance. The responsibility of compliance with Article 13 and §1777.5 of the Labor Code for all apprenticeable occupations is with the Prime Contractor. Any Contractor or Subcontractor that knowingly violates the provisions of this Article or Labor Code §1777.5 shall be subject to the penalties set forth in Labor Code §1777.7.
- 24.6 **WHEN DETERMINING GMP, CONTRACTOR SHALL INCLUDE TO THE EXTENT POSSIBLE ANTICIPATED GENERAL PREVAILING WAGE RATES FOR THE TIME WHEN WORK ON THE PROJECT WILL ACTUALLY BE PERFORMED.**

25. DEBARMENT OF CONTRACTORS AND SUBCONTRACTORS

The Contractor or any subcontractor working under the Contractor may not perform work on a public works project with a subcontractor who is ineligible to perform work on a public project pursuant to Section 1777.1 or Section 1777.7 of the California Labor Code. Any contract on a public works project entered into between the Contractor and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any public money for performing work as a subcontractor on a public works contract. Any public money that is paid, or may have been paid to a debarred subcontractor by the Contractor on the project shall be returned to the District. The Contractor shall be responsible for the payment of wages to workers of a debarred subcontractor who has been allowed to work on the project.

26. HOURS OF WORK

- 26.1 Eight (8) hours of work shall constitute a legal day's work. The Contractor and each subcontractor shall forfeit, as penalty to the District, twenty five dollars (\$25) for each worker employed in the execution of work on the Project by the Contractor or any subcontractor under him for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any calendar week in violation of the provisions of the Labor Code, and in particular, Section 1810 to Section 1815, thereof, inclusive, except that work performed by employees of the Contractor and his subcontractors in excess of eight hours per day at not less than one and one half times the basic rate of pay, as provided in Labor Code section 1815.
- 26.2 Generally, construction work on the Project shall be accomplished on a regularly scheduled eight (8) hour per day work shift basis, Monday through Friday, between the hours of 7:00 a.m. and 5:00 p.m., however nothing herein shall prevent Contractor from working weekends and after school hours in order to complete the Project so long as not otherwise prohibited by law or local ordinances or regulations.
- 26.3 Any work necessary to be performed after regular working hours, or on Sundays or other holidays shall be performed and included within the GMP, unless otherwise agreed to in writing before the work in question is commenced pursuant to Section 9, Extra Work/Modifications.

27. COMPLIANCE MONITORING UNIT

- 27.1 This Project is subject to labor compliance monitoring and enforcement by the Compliance Monitoring Unit ("CMU") within the Division of Labor Standards Enforcement pursuant to Title 8, California Code of Regulations, Section 16450 et seq.
- 27.2 The Contractor and all Subcontractors shall be required to furnish, at least monthly, electronic certified payroll records directly to the Labor Commissioner/ Compliance Monitoring Unit in accordance with Title 8, California Code of Regulations, Section 16450 et seq. All payroll records shall be furnished in a format prescribed by Title 8, California Code of Regulations, Section 16401. The Contractor and all Subcontractors must enroll in CMU's eCPR system to submit electronic certified payroll records. The District will have direct and immediate access to all CPRs for the Project that are submitted through the eCPR system. The District can use this information for any appropriate purpose, including monitoring compliance, identifying suspected violations, and responding to Public Records Act requests.
- 27.3 The CMU and/or the District's Labor Compliance Consultant may conduct various compliance monitoring and enforcement activities including, but not limited to, confirming the accuracy of payroll records, conducting worker interviews, conducting audits, requiring submission of itemized statements prepared in accordance with Labor Code section 226, and conducting random in-person inspections of the Project site ("On-Site Visits"). On-Site Visits may include inspections of records, inspections of the work site and observation of work activities, interviews of workers and others involved with the Project, and any other activities deemed necessary by the

CMU to ensure compliance with prevailing wage requirements. The CMU shall have free access to any construction site or other place of labor and may obtain any information or statistics pertaining to the lawful duties of the Labor Commissioner.

- 27.4 Any lawful activities conducted or any requests made by the CMU shall not be the basis for any delays, claims, costs, damages or liability of any kind against the District by the Contractor. Contractor and all Subcontractors shall cooperate and comply with any lawful requests by the Compliance Monitoring Unit. The failure of the CMU, the Division of Labor Standards Enforcement, or any other part of the Department of Industrial Relations to comply with any requirement imposed by the California Code of Regulations, Title 8, Chapter 8 shall not of itself constitute a defense to the failure to pay prevailing wages or to comply with any other obligation imposed by Division 2, Part 7, Chapter 1 of the Labor Code.
- 27.5 Prior to commencing any work on the Project, the Contractor shall post the notice/poster required under Title 8, California Code of Regulations, Section 16451(d) in both English and Spanish at a conspicuous, weatherproof area at the Project site. The required notice/poster is available on the CMU website, at the Division of Labor Standards Enforcement District Offices or can be obtained by emailing a request to CMU@dir.ca.gov.

28. PROTECTION OF PERSONS AND PROPERTY

- 28.1 Fingerprinting. If any portion of the work for the Project is to be performed at an operating school, Contractor shall comply with the applicable requirements of Education Code Sections 45125.1 and 45125.2 with respect to fingerprinting of employees who may have contact with District's pupils. Contractor shall also ensure that its subcontractors on the Project comply with the applicable requirements of Sections 45125.1 and 45125.2. To this end, Contractor and its subcontractors must provide for the completion of the Fingerprint Certification form attached as Exhibit "F" and incorporated herein by this reference prior to commencing work on the Project. In no event shall any employees of Contractor or its subcontractors come into contact with District's pupils before the certification is completed. Contractor's failure to comply with this law shall be considered a material breach of the Agreement upon where the Agreement may be terminated, at District's sole discretion, without any further compensation to Contractor. Contractor and subcontractor personnel on Site shall not have been convicted of any criminal offense which may have a discernible adverse impact on District or its students. Contractor shall advise its employees of these requirements before they enter on the Site and shall immediately remove from the Site any employee in violation of these requirements as determined by Contractor or by District. Contractor shall impose these requirements on its subcontractors.
- 28.2 Contractor has been advised and is aware that District has adopted Board Policy 3134 which prohibits the use of tobacco products, including smokeless tobacco, anywhere on District property. Contractor shall be responsible for the enforcement of District's tobacco-free policy among all Contractor's employees and subcontractors while on District property. Contractor understands and agrees that should any employee or subcontractor of Contractor violate Board Policy 3134, after having already been warned once for violating District's tobacco-free policy, Contractor shall remove the individual for the duration of the Project. Contractor shall not be entitled to any additional compensation and/or time in completing the Project as a result of such removal.
- 28.3 Contractor shall take all steps necessary to insure that employees of Contractor or any of its subcontractors' employees do not use, consume, or work under the influence of alcohol or illegal drugs while on the Project. Contractor shall prevent any of its employees or its subcontractors' employees from playing any recorded music devices or radios or wearing any radio headphone devices for entertainment while working on the project. Contractor shall also prevent its employees or subcontractors' employees from bringing any animal onto the Project.
- 28.4 Contractor shall be responsible for all damages to persons or property that occur as a result of its fault or negligence in connection with the prosecution of this Contract and shall take all necessary

measures and be responsible for the proper care and protection of all materials delivered and work performed until completion and final acceptance by District.

- 28.5 Contractor shall take, and require subcontractors to take, all necessary precautions for safety of workers on the work and shall comply with all applicable federal, state, local and other safety laws, standards, orders, rules, regulations, and building codes to prevent accidents or injury to persons on, about, or adjacent to premises where work is being performed and to provide a safe and healthful place of employment. In addition to meeting all requirements of OSHA, Cal-OSHA, state, and local codes, Contractor shall furnish, erect and properly maintain at all times, as directed by District or required by conditions and progress of work, all necessary safety devices, safeguards, construction canopies, signs, audible devices for protection of the blind, safety rails, belts and nets, barriers, lights, and watchmen for protection of workers and the public and shall post danger signs warning against hazards created by such features in the course of construction. Contractor shall designate a responsible member of its organization on the work, whose duty shall be to post information regarding protection and obligations of workers and other notices required under occupational safety and health laws, to comply with reporting and other occupational safety requirements, and to protect the life, safety and health of workers. Name and position of person so designated shall be reported to District by Contractor. Contractor shall correct any violations of safety laws, rules, orders, standards or regulations. Upon the issuance of a citation or notice of violation by the Division of Occupational Safety and Health, such violation shall be corrected promptly.
- 28.6 In an emergency affecting safety of life or of work or of adjoining property, Contractor, without special instruction or authorization from District, is hereby permitted to act, at its discretion, to prevent such threatened loss or injury; and Contractor shall so act if so authorized or instructed by District. Any compensation claimed by Contractor on account of emergency work shall be determined by agreement.
- 28.7 Contractor shall provide such heat, covering, and enclosures as are necessary to protect all work, materials, equipment, appliances, and tools against damage by weather conditions.
- 28.8 Contractor shall take adequate precautions to protect existing roads, sidewalks, curbs, pavements, utilities, adjoining property and structures (including, without limitation, protection from settlement or loss of lateral support), and to avoid damage thereto, and repair any damage thereto caused by construction operations. All permits, licenses, or inspection fees required for such repair work shall be obtained and paid for by Contractor.
- 28.9 In the event Contractor is required to access District's computer system or network in the performance of the Contract, Contractor shall provide 48-hours advance notification to District. In the event such access infects District's computer network, system, or device with a virus, Trojan Horse, worm, or any other computer programming routine that is intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system data or personal information, Contractor agrees to indemnify District and pay for any and all losses, damages and expenses incurred by District to remedy any such infection.
- 28.10 Trenches Five Feet or More in Depth. The Contractor shall submit to the District, in advance of excavation, a detailed plan showing the design of shoring, bracing, sloping or other provisions to be made for worker protection from the hazard of caving ground during the excavation of any trench or trenches five feet or more in depth. The Contractor shall also submit a copy of its annual trench/excavation permit approved by CAL-OSHA. The plan shall be prepared by a registered civil or structural engineer. As part of the plan, a note shall be included stating that the registered civil or structural engineer certifies that the plan complies with CAL OSHA Construction Safety Orders, or stating that the registered civil or structural engineer certifies that the plan is not less effective than the shoring, bracing, sloping, or other provisions of the Safety Orders.

- 28.10.1 All shoring submittal shall include surcharge loads from adjacent embankments, construction loads and spoil bank. Submittal shall indicate minimum horizontal distance from top of trench to edge of all surcharge loads for all cases of shoring and side slopes.
- 28.10.2 Nothing in this Section shall relieve Contractor of the full responsibility for providing shoring, bracing sloping, or other provisions adequate for worker protection. If such plan varies from the shoring system standards established by the Construction Safety Orders, the plan shall be prepared by a registered civil or structural engineer and shall be approved by CAL-OSHA. No excavation of such trench or trenches shall be commenced until said plan has been accepted by the District or the person to whom authority to accept has been delegated by the District.
- 28.11 Contractor shall (unless waived by District in writing):
- 28.11.1 When performing construction on existing sites, become informed and take into specific account the maturity of the students on the site; and when performing work which may interfere with the school routine before or after school hours, enclose working area with a substantial barricade, and arrange work to cause minimum amount of inconvenience and danger to students and faculty in their regular school activities.
- 28.11.2 Not allow any person, other than workers on the Project, or individuals authorized by District to come upon any portion of the premises where work is being performed. Contractor shall require all workers on the Project to be conspicuously identified either by a firm logo on their clothing, or by means of a prominent identification badge.
- 28.11.3 Provide substantial barricades around any shrubs or trees indicated to be preserved.
- 28.11.4 Deliver materials to building area over route designated by District.
- 28.11.5 Take preventive measures to eliminate dust.
- 28.11.6 Confine apparatus, the storage of materials, and the operations of workers to limits indicated by law, ordinances, permits, or directions of District; and shall not interfere with the work or unreasonably encumber premises or overload any structure with materials; and enforce all instructions of District regarding signs, advertising, fires, smoking, the presence of liquor, and the presence of firearms and require that all workers comply with all regulations while on construction site.
- 28.11.7 Take care to prevent disturbing or covering any survey markers, monuments, or other devices marking property boundaries or corners. If such markers are disturbed by accident, they shall be replaced by an approved land surveyor or civil engineer at no cost to District.
- 28.11.8 Not allow personal radios on the work site
- 28.11.9 Where the Project involves work at an operating school, inform and take such preventive measures necessary to insure that all employees, subcontractors and other individuals authorized on the Project site refrain from any personal contact or conversations with the students on site.
- 28.11.10 Contractor shall not impose structural loading upon any part of the work under construction or upon existing construction on or adjacent to the Site in excess of safe limits, or loading such as to result in damage to the structural, architectural, mechanical, electrical, or other components of the work. The design of all temporary

construction equipment and appliances used in construction of the work and not a permanent part thereof, including, without limitation, hoisting equipment, cribbing, shoring, and temporary bracing of structural steel, is the sole responsibility of Contractor. All such items shall conform with the requirements of governing codes and all laws, ordinances, rules, regulations, and orders of all authorities having jurisdiction. Contractor shall take reasonable and customary precautions, such as shoring of masonry walls and temporary tie bracing of structural steel work, to prevent possible wind damage during construction of the work. The installation of such bracing or shoring shall not damage the work in place or the work installed by others. Any damage which does occur shall be promptly repaired by Contractor at no cost to District.

- 28.11.11 Contractor shall require that subcontractors participate in, and enforce, the safety and loss prevention programs established by Contractor for the Project, which will cover all work performed by Contractor and its subcontractors. All subcontractors and material or equipment suppliers shall cooperate fully with Contractor, District, and all insurance carriers. Subcontractors shall immediately, within twenty four (24) hours, report in writing to Contractor all accidents whatsoever arising out of, or in connection with, the performance of the work, whether on or off the Site, which caused death, personal injury, or property damage, giving full details and statements of witnesses. Contractor shall thereafter immediately, within two (2) days, report the facts in writing to District giving full details of the accident.
- 28.11.12 Contractor and subcontractors shall use only those ingress and egress routes designated by District, observe the boundaries of the Site designated by District, park only in those areas designated by District, which areas may be on or off the Site, and comply with any parking control program established by District, such as furnishing license plate information and placing identifying stickers on vehicles.
- 28.11.13 Contractor shall be responsible for providing security services for the Site as needed for the protection of the Site and as determined in District's reasonable discretion.
- 28.11.14 Contractor shall, for all contracts involving state funds, submit a "Drug-Free Workplace Certification." Contractor shall take all reasonable steps necessary to ensure that any employees of Contractor or any of its subcontractors' employees report for work in a manner fit to do their job. Such employees shall not be under the influence of or in possession of any alcoholic beverage or of any controlled substance (except a controlled substance as prescribed by a physician so long as the performance or safety at the Project Site is not affected thereby). Contractor shall advise its employees of these requirements before they enter on the Site and shall immediately remove from the site any employee in violation of these requirements as determined by Contractor or by the District. Contractor shall impose these requirements on its subcontractors.
- 28.11.15 Contractor and subcontractors shall at all times enforce strict discipline and good order among their employees and other persons carrying out the Contract and shall not employ on work any unfit person or anyone not skilled in work assigned to such person. It shall be the responsibility of Contractor to ensure compliance with this Article. Any person in the employ of Contractor or subcontractors whom District may deem incompetent, unfit, intemperate, troublesome or otherwise undesirable shall be excluded from the work Site and shall not again be employed on it except with written consent of District. Contractor must sign and cause all subcontractors to sign the Conduct Rules for Contractors form attached as Exhibit "I" and incorporated herein by this reference prior to commencing work on the Project.

- 28.12 Contractor shall be at all times during the performance of work hereunder in full compliance with the provisions of the Immigration Reform and Control Act of 1986 ("IRCA") in the hiring of its employees, and Contractor shall indemnify, hold harmless and defend District against any and all actions, proceedings, penalties or claims arising out of Contractor's failure to comply strictly with the IRCA.

29. SUBLEASE PAYMENTS AND RETENTION

- 29.1 Contractor shall finance the cost of construction of the Project which costs shall not exceed the GMP, except as otherwise provided in this Construction Services Agreement. Subject to the provisions set forth in the Sublease Agreement(s), each month while Contractor is providing Construction Services, District shall pay to Contractor a sum equal to ninety percent (90%) of value of the construction service work performed up to the last day of the previous month, less aggregate of previous payments. If all of the necessary information is submitted and accurate (including the schedule of values), District shall approve the Lease Payments within fifteen (15) days after District's receipt of the periodic estimate for partial payment and District shall pay such payments within fifteen (15) days after the District's approval of the periodic estimate for partial payment. The parties agree that the District may, in its sole and absolute discretion, decrease any and all remaining retention amounts for Project scope of work to a fixed amount, after such work is completed, and still allow for Extra Work/Modifications as may be agreed upon by the parties pursuant Section 9 hereof for minor work added to the Project's additional scope of work. Lease Payments shall be made on the basis of monthly estimates which shall be prepared by Contractor on a form approved by District and certified by Architect and Project Inspector, or any other approved representative of the District, and filed before the fifth day of the month during which payment is to be made. Work completed as estimated shall be an estimate only and no inaccuracy or error in said estimate shall release Contractor or any bondsman from such work or from enforcing each and every provision of this document and District shall have the right subsequently to correct any error made in any estimate for payment. Contractor shall not be entitled to have any payment estimates processed or be entitled to have any payment made for work performed so long as any lawful or proper direction concerning non-complying work or any portion thereof given by the District lacks correction by Contractor. District shall withhold from the Progress Payments 150% of the estimated value of non-complying work unless satisfactorily corrected or remedied.

- 29.2 In no event shall the cumulative total of the Lease Payments, along with the balance of any anticipated retention ever exceed the GMP as defined herein, unless specifically allowed under Article 5.

- 29.2.1 Title to new materials and/or equipment for the work of this contract, on a continuous basis while the Project is being completed, shall vest in the District. However, responsibility for such new material and/or work of this contract shall remain with the Contractor until incorporated into the work and accepted by District; no part of said materials and/or equipment shall be removed from its place of storage except for immediate installation in the work of this contract; and Contractor shall keep an accurate inventory of all said materials and/or equipment in a manner satisfactory to the owner or his authorized representative

Notwithstanding anything to the contrary stated above, the Contractor may include in its Request for Payment the value of any structural steel, glue laminated beams, trusses, bleachers and other such custom-made materials prepared specifically for the Project and unique to the Project so long as all of the following requirements are satisfied:

- 29.2.1.1 The aggregate cost of materials stored off-site shall not exceed Twenty Five Thousand Dollars (\$25,000) at any time or as otherwise agreed to be District in writing;

- 29.2.1.2 Title to such materials shall be vested in the District as evidenced by documentation satisfactory in form and substance to the District, including, without limitation, recorded financing statements, UCC filings and UCC searches;
 - 29.2.1.3 With each Contractor Request for Payment, the Contractor shall submit to the District a written list identifying each location where materials are stored off-site (which must be a bonded warehouse) and the value of the materials at each location. The Contractor shall procure insurance satisfactory to the District (in its reasonable discretion) for materials stored off-site in an amount not less than the total value thereof;
 - 29.2.1.4 The consent of any Surety shall be obtained to the extent required prior to payment for any materials stored off-site;
 - 29.2.1.5 Representatives of the District shall have the right to make inspections of the storage areas at any time; and
 - 29.2.1.6 Such materials shall be (1) protected from diversion, destruction, theft and damage to the reasonable satisfaction of the District; (2) specifically marked for use on the Project; and (3) segregated from other materials at the storage facility.
- 29.3 The District shall retain ten (10) percent Retention and release Retention based on the requirements of this Article 26 of the Sublease, as required in this Agreement and specifically until after Close-Out under Article 13.16.
- 29.4 Reasons to Withhold Payment. The District may withhold payment in whole, or in part, to the extent reasonably necessary to protect the District if, in the District's opinion, the representations to the District required by Paragraph 9.4 cannot be made. The District may withhold payment, in whole, or in part, to such extent as may be necessary to protect the District from loss because of, but not limited to:
- 1. Defective Work not remedied;
 - 2. Stop Notices served upon the District;
 - 3. Liquidated damages assessed against the Contractor;
 - 4. The cost of completion of the Contract if there exists reasonable doubt that the Work can be completed for the unpaid balance of any Contract Price or by the completion date;
 - 5. Damage to the District or other contractor;
 - 6. Unsatisfactory prosecution of the Work by the Contractor;
 - 7. Failure to store and properly secure materials;
 - 8. Failure of the Contractor to submit on a timely basis, proper and sufficient documentation required by the Contract Documents, including, without limitation, acceptable monthly progress schedules, Shop Drawings, Submittal schedules, schedule of values, product data and samples, proposed product lists, executed Change Order, Construction Change Documents, and verified reports;
 - 9. Failure of the Contractor to maintain record drawings;

10. Erroneous estimates by the Contractor of the value of the Work performed, or other false statements in an Application for Payment;
11. Unauthorized deviations from the Contract Documents (including but not limited to Unresolved Notices of Deviations (DSA Form 154));
12. Failure of the Contractor to prosecute the Work in a timely manner in compliance with established progress schedules and completion dates.
13. Failure to properly pay prevailing wages as defined in Labor Code section 1720, et seq.;
14. Failure to properly maintain or clean up the Site;
15. Payments to indemnify, defend, or hold harmless the District;
16. Any payments due to the District including but not limited to payments for failed tests, or utilities changes or permits;
17. Failure to submit an acceptable schedule in accordance with Article 9; or
18. Failure to pay Subcontractor or suppliers as required by Article 29.8
19. Failure to secure warranties, including the cost to pay for warranties
20. Failure to provide release from material suppliers or subcontractors when requested to do so
21. Items deducted pursuant to Article 17.7.
22. Incomplete Punch List items under Article 13.6 which have gone through the Article 12.2 process.
23. Allowances that have not been used

29.5 Reallocation of Withheld Amounts. District may, in its discretion, apply any withheld amount to payment of outstanding claims or obligations as defined in Article 29.3. In so doing, District shall make such payments on behalf of Contractor. If any payment is so made by District, then such amount shall be considered as a payment made under Contract by District to Contractor and District shall not be liable to Contractor for such payments made in good faith. Such payments may be made without prior judicial determination of claim or obligation. District will render Contractor an accounting of such funds disbursed on behalf of Contractor.

If Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents or fails to perform any provision thereof, District may, after ten (10) calendar days written notice to the Contractor and without prejudice to any other remedy make good such deficiencies. The District shall adjust the total Contract price by reducing the amount thereof by the cost of making good such deficiencies. If District deems it inexpedient to correct Work which is damaged, defective, or not done in accordance with Contract provisions, an equitable reduction in the Contract price (of at least 150% of the estimated reasonable value of the nonconforming Work) shall be made therefor.

29.6 Payment After Cure. When the grounds for declining approval are removed, payment shall be made for amounts withheld because of them. No interest shall be paid on any retainage or amounts withheld due to the failure of the Contractor to perform in accordance with the terms and conditions of the Contract Documents.

30. NONCONFORMING WORK

Contractor shall promptly remove from premises all Work identified by District as failing to conform to the Contract whether incorporated or not. Contractor shall promptly replace and re-execute its own Work to comply with the Contract without additional expense to District and shall bear the expense of making good all Work of other contractors destroyed or damaged by such removal or replacement.

If Contractor does not remove such Work which has been identified by District as failing to conform to the Contract Documents within a reasonable time, fixed by written notice, District may remove it and may store the material at Contractor's expense. If Contractor does not pay expenses of such removal within ten (10) calendar days' time thereafter, District may, upon ten (10) calendar days' written notice, sell such materials at auction or at private sale and shall account for net proceeds thereof, after deducting all costs and expenses that should have been borne by Contractor.

31. SUBCONTRACTOR PAYMENTS

31.1 Payments to Subcontractors. No later than ten (10) days after receipt, or pursuant to Business and Professions Code Section 7108.5, the Contractor shall pay to each Subcontractor, out of the amount paid to the Contractor on account of such Subcontractor's portion of the Work, the amount to which said Subcontractor is entitled. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

31.2 No Obligation of District for Subcontractor Payment. The District shall have no obligation to pay, or to see to the payment of, money to a Subcontractor except as may otherwise be required by law.

31.3 Payment Not Constituting Approval or Acceptance. An approved Request for Payment, a progress payment, a Certificate of Substantial Completion, or partial or entire use or occupancy of the Project by the District shall not constitute acceptance of Work that is not in accordance with the Contract Documents.

31.4 Joint Checks. District shall have the right, if necessary for the protection of the District, to issue joint checks made payable to the Contractor and Subcontractors and material or equipment suppliers. The joint check payees shall be responsible for the allocation and disbursement of funds included as part of any such joint payment. In no event shall any joint check payment be construed to create any contract between the District and a Subcontractor of any tier, any obligation from the District to such Subcontractor, or rights in such Subcontractor against the District. The District may choose to issue joint checks at District's sole discretion and only after all the requirements of that particular school district and county are specifically met. Some school districts cannot issue joint checks, so the ability to issue joint checks depend on the District and the specific circumstances.

32. SEPARATE CONTRACTS

32.1 Reservation of Rights to have other Contractors on Site. District reserves the right to let other contracts in connection with the construction of portions of the Project which are not being performed by Contractor hereunder. Contractor shall afford other contractors reasonable opportunity for the introduction and storage of their materials and the execution of their work and shall properly connect and coordinate the Project with the work of such Contractors. Such contractors shall comply with all applicable State safety laws and regulations and shall provide a certificate of insurance naming Contractor as additional insured

32.1.1 E-Rate Contractors. District has contracts with E-rate contractors to perform cabling and network work throughout its District sites. Contractor shall coordinate with other contractors that are noted by the District, including the need to install network and cabling work during the course of the Project.

- 32.2 Notice of Coordination of Work. If the proper execution of any part of the Contractor's work on the Project depends upon the work of any such Contractors, Contractor shall inspect and promptly report to District any patent defects or other problems it identifies in such work that render it unsuitable for such proper execution and results. Contractor is only required to inspect the work of such other Contractors prior to commencing its own further work in connection with or in relation to that other work. Further, Contractor is only expected to identify patent defects or other problems, and is not required to do any destructive testing or to monitor the progress of such work by other Contractors prior to its completion. In no event shall the work of such other Contractors be covered by the warranty given by Contractor to the District, nor shall Contractor be required to provide insurance for such work.

33. USE OF PREMISES/SAFETY

Contractor shall confine operations at the Site to areas permitted by law, ordinances, permits and the Construction Documents and shall not unreasonably encumber the Site or existing facilities on the Site with any materials or equipment. Contractor shall not load or permit any part of the work to be loaded with a weight so as to endanger the safety of persons or property at the Site. The Contractor shall maintain emergency first aid treatment for his employees which complies with the Federal Occupational Safety and Health Act of 1970 (29 USC, section 651 et seq.).

34. CLEANING UP

- 34.1 Contractor's Responsibility to Clean Up. Contractor at all times shall keep premises free from debris such as waste, dust, excess water, storm water runoffs, rubbish, and excess materials and equipment. Contractor shall not leave debris under, in, or about the premises, but shall promptly remove same from the premises and dispose of it in a lawful manner. Disposal receipts or dump tickets shall be furnished to the Architect within five (5) days of request.

Contractor shall remove rubbish and debris resulting from the Work on a daily basis. Contractor shall maintain the structures and Site in a clean and orderly condition at all times until acceptance of the project by the District. Contractor shall keep its access driveways and adjacent streets, sidewalks, gutters and drains free of rubbish, debris and excess water by cleaning and removal each day. All concrete, sidewalks, and paths of travel shall be broom cleaned daily.

- 34.2 General Final Clean-Up. Upon completion of Work, Contractor shall employ experience workers or professional cleaners for final cleaning. Clean each surface to the condition expected in a normal, commercial, building cleaning and maintenance program.

1. Clean interior and exterior of buildings, including fixtures, equipment, walls, floors, ceilings, roofs, window sills and ledges, horizontal projections, and any areas where debris has collected, so surfaces are free from foreign material or discoloration;
2. Clean the Project site. The grounds should be cleared of any Contractor equipment, raked clean of debris and trash removed. Sweep paved areas broom clean.
3. Repair or replace any damaged materials. Replace any chipped or broken glass.
4. Remove any and all stains.
5. Remove labels that aren't permanent labels.
6. Clean and polish all glass, plumbing fixtures, equipment, finish hardware and similar finish surfaces. Remove any glazing compounds
7. Remove temporary utilities, fencing, barricades, planking, sanitary facilities and similar temporary facilities from Site.

8. Remove temporary film that remains on any hardware, doors or other surfaces.
 9. Seal the bottom and tops of all doors
 10. Special Clean-Up.
 11. In addition to the general cleaning, the following special cleaning shall be done at the completion of the Work in accordance with the specifications including, but not limited to:
 12. Remove putty stains from glazing, then wash and polish glazing.
 13. Remove marks, stains, fingerprints and other soil or dirt from painted, stained or decorated work.
 14. Remove temporary protection and clean and polish floors and waxed surfaces.
 15. Clean and polish hardware and plumbing trim; remove stains, dust, dirt, plaster and paint
 16. Wipe surfaces of mechanical and electrical equipment.
 17. Remove spots, soil, plaster and paint from tile work, and wash tile.
 18. Clean all fixtures and equipment, remove excess lubrication, clean light fixtures and lamps, polish metal surfaces.
 19. Vacuum-clean carpeted surfaces.
 20. Remove debris from roofs, down spout and drainage system.
- 34.3 Failure to Cleanup. If the Contractor fails to clean up as provided in the Contract Documents, the District may do so, and the cost thereof shall be the responsibility of the Contractor pursuant to Article 12.2 and seek a Deductive Change Order.

35. INSURANCE

- 35.1 Insurance Requirements. Before the commencement of the Work, the Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in California as admitted carriers with a financial rating of at least an A status as rated in the most recent edition of Best's Insurance Reports or as otherwise amended in these Contract Documents, such insurance as will protect the District from claims set forth below, which may arise out of or result from the Contractor's operations under the Contract and for which the Contractor may be legally liable, whether such operations are by the Contractor, by a Subcontractor, by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:
1. Claims for damages because of bodily injury, sickness, disease, or death of any person District would require indemnification and coverage for employee claim;
 2. Claims for damages insured by usual personal injury liability coverage, which are sustained by a person as a result of an offense directly or indirectly related to employment of such person by the Contractor or by another person;
 3. Claims for damages because of injury or destruction of tangible property, including loss of use resulting therefrom, arising from operations under the Contract Documents;

4. Claims for damages because of bodily injury, death of a person, or property damage arising out of the ownership, maintenance, or use of a motor vehicle, all mobile equipment, and vehicles moving under their own power and engaged in the Work;
5. Claims involving contractual liability applicable to the Contractor's obligations under the Contract Documents, including liability assumed by and the indemnity and defense obligations of the Contractor and the Subcontractors; and
6. Claims involving Completed Operations, Independent Contractors' coverage, and Broad Form property damage, without any exclusions for collapse, explosion, demolition, underground coverage, and excavating. (XCU)
7. Claims involving sudden or accidental discharge of contaminants or pollutants.

35.2 Subcontractor Insurance Requirements. The Contractor shall require its Subcontractors to take out and maintain similar public liability insurance and property damage insurance required under this Article in like amounts or appropriate to their scope of work, in District's discretion. A "claims made" or modified "occurrence" policy shall not satisfy the requirements of this Article without prior written approval of the District.

Additional Insured Endorsement Requirements. The Contractor shall name, on any policy of insurance required under this Article, with the exception of Worker's Compensation, the District, Architect, Inspector, the State of California, their officers, employees, and agents as additional insureds. Subcontractors shall name the Contractor, the District, Architect, Inspector, the State of California, their officers, employees, and agents as additional insureds. The Additional Insured Endorsement included on all such insurance policies shall be an ISO CG 20 10 (04/13), or an ISO CG 20 38 (04/13), or their equivalent as determined by the District in its sole discretion, and must state that coverage is afforded the additional insured with respect to claims arising out of operations performed by or on behalf of the insured. If the additional insureds have other insurance which is applicable to the loss, such other insurance shall be on an excess or contingent basis. The insurance provided by the Contractor pursuant to this Article must be designated in the policy as primary to any insurance obtained by the District. The amount of the insurer's liability shall not be reduced by the existence of such other insurance.

35.3 Specific Insurance Requirements

35.3.1 Contractor shall take out and maintain and shall require all subcontractors, if any, whether primary or secondary, to take out and maintain:

35.3.2 Comprehensive General Liability Insurance with a combined single limit per occurrence of not less than \$2,000,000.00 or Commercial General Liability Insurance (including automobile insurance) which provides limits of not less than:

1.	Per occurrence (combined single limit)	\$2,000,000.00
2.	General Aggregate (for this project only)	\$2,000,000.00
3.	Products and Completed Operations	\$1,000,000.00
4.	Personal and Advertising Injury Limit	\$1,000,000.00

35.3.3 Insurance Covering Special Hazards. The following Special hazards shall be covered by riders or riders to above mentioned public liability insurance or property damage insurance policy or policies of insurance, in amounts as follows:

1.	Automotive and truck where operated in amounts	\$1,000,000.00
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2. Material Hoist where used in amounts \$1,000,000.00
3. Explosion, Collapse and Underground (XCU coverage) \$1,000,000.00
4. In addition, provide Excess Liability Insurance coverage in the amount of Five Million Dollars (\$5,000,000.00) provided, however, Contractor may waive this requirement as relating to Subcontractors, in District's discretion.

35.4 Workers' Compensation Insurance. During the term of this Contract, the Contractor shall provide workers' compensation insurance for all of the Contractor's employees engaged in Work under this Contract on or at the Site of the Project and, in case any of the Contractor's Work is subcontracted, the Contractor shall require the Subcontractor to provide workers' compensation insurance for all the Subcontractor's employees engaged in Work under the subcontract. Any class of employee or employees not covered by a Subcontractor's insurance shall be covered by the Contractor's insurance. In case any class of employees engaged in Work under this Contract on or at the Site of the Project is not protected under the Workers' Compensation laws, the Contractor shall provide or cause a Subcontractor to provide adequate insurance coverage for the protection of those employees not otherwise protected. The Contractor shall file with the District certificates of insurance as required under Paragraph 34.9 and in compliance with Labor Code § 3700.

35.5 Builder's Risk/All Risk

~~35.5.1 *Course-of-Construction Insurance Requirements.* The Contractor, during the progress of the Work and until final acceptance of the Work by District upon completion of the entire Contract, shall maintain Builder's Risk, Course of Construction or similar first party property coverage issued on a replacement value basis consistent with the total replacement cost of the structures where work is being performed inclusive of all Work for the Project included within the Contract Documents. Coverage is to insure against all risks of accidental direct physical loss, and must include, by the basic grant of coverage or by endorsement, the perils of vandalism, malicious mischief (both without any limitation regarding vacancy or occupancy), fire, sprinkler leakage, civil authority, sonic boom, earthquake, flood, collapse, wind, lightning, smoke and riot. The coverage must include debris removal, demolition, increased costs due to enforcement of building ordinance and law in the repair and replacement of damage and undamaged portions of the property, and reasonable costs for the Architect's and engineering services and expenses required as a result of any insured loss upon the Work and Project which is the subject of the Contract Documents, including the underlying structure where Work is being performed, completed Work and Work in progress, to the full insurable value thereof. Such insurance shall include the District as additional named insured, and any other person with an insurable interest as designated by the District, excluding the Architect.~~

~~The Contractor shall submit to the District for its approval all items deemed to be uninsurable. The risk of the damage to the Work due to the perils covered by the "Builder's Risk/All Risk" Insurance, as well as any other hazard which might result in damage to the Work, is that of the Contractor and the surety, and no claims for such loss or damage shall be recognized by the District nor will such loss or damage excuse the complete and satisfactory performance of the Contract by the Contractor.~~

35.6.2 The District and Contractor waive all rights against: (1) each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, and (2) the Architect, Architect's consultants, and any of their subcontractors, sub-subcontractors, agents and employees, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to this Section

35.6 or other property insurance applicable to the Work, to the extent they have rights to proceeds of such insurance held by the Contractor as fiduciary. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

- 35.6 Fire Insurance. Before the commencement of the Work, the Contractor shall procure, maintain, and cause to be maintained at the Contractor's expense, fire insurance on all Work subject to loss or damage by fire. The amount of fire insurance shall be sufficient to protect the Project against loss or damage in full until the Work is accepted by the District. This requirement may be waived upon confirmation by the District that such coverage is provided under the Builder's Risk Insurance being provided.
- 35.7 Other Insurance. The Contractor shall provide all other insurance required to be maintained under applicable laws, ordinances, rules, and regulations.
- 35.8 Proof of Insurance. The Contractor shall not commence Work nor shall it allow any Subcontractor to commence Work under this Contract until all required insurance and certificates have been obtained and delivered in duplicate to the District for approval subject to the following requirements:
- 35.8.1 Certificates and insurance policies shall include the following clause:
1. "This policy shall not be non-renewed, canceled, or reduced in required limits of liability or amounts of insurance until notice has been mailed to the District. Date of cancellation or reduction may not be less than thirty (30) days after the date of mailing notice."
 2. Certificates of insurance shall state in particular those insured, the extent of insurance, location and operation to which the insurance applies, the expiration date, and cancellation and reduction notices.
 3. Certificates of insurance shall clearly state that the District is named as additional insured under the policy described and that such insurance policy shall be primary to any insurance or self-insurance maintained by District.
 4. The Contractor and its Subcontractors shall produce a certified copy of any insurance policy required under this Section upon written request of the District.
- 35.9 Compliance. In the event of the failure of Contractor to furnish and maintain any insurance required by this Article 34, the Contractor shall be in default under the Contract. Compliance by Contractor with the requirement to carry insurance and furnish certificates or policies evidencing the same shall not relieve the Contractor from liability assumed under any provision of the Contract Documents, including, without limitation, the obligation to defend and indemnify the District and the Architect.
- 35.10 No Waiver Created through Sublease Payments. The making of Sublease Payments or Sublease Prepayments to the Contractor shall not be construed as creating an insurable risk interest by or for the District or be construed as relieving the Contractor or his subcontractors of responsibility for loss from any direct physical loss, damage, or destruction occurring prior to completion of the work by the District.
- 35.11 Waiver of Subrogation. Contractor waives (to the extent permitted by law) any right to recover against the District for damages to the Work, any part thereof, or any and all claims arising by

reason of any of the foregoing, but only to the extent that such damages and/or claims are covered by property insurance and only to the extent of such coverage (which shall exclude deductible amounts) by insurance actually carried by the District.

The provisions of this section are intended to restrict each party to recovery against insurance carriers only to the extent of such coverage and waive fully and for the benefit of each, any rights and/or claims which might give rise to a right of subrogation in any insurance carrier. The District and the Contractor shall each obtain in all policies of insurance carried by either of them, a waiver by the insurance companies thereunder of all rights of recovery by way of subrogation for any damages or claims covered by the insurance.

35.12 Performance and Payment Bonds

35.12.1 *Bond Requirements.* Unless otherwise specified in the Supplemental Conditions, prior to commencing any portion of the Work, the Contractor shall furnish separate payment and performance bonds for its portion of the Work which shall cover 100% faithful performance of and payment of all obligations arising under the Contract Documents and/or guaranteeing the payment in full of all claims for labor performed and materials supplied for the Work. All bonds shall be provided by a corporate surety authorized and admitted to transact business in California as sureties.

To the extent, if any, that the Contract Price is increased in accordance with the Contract Documents, the Contractor shall, upon request of the District, cause the amount of the bonds to be increased accordingly and shall promptly deliver satisfactory evidence of such increase to the District. To the extent available, the bonds shall further provide that no change or alteration of the Contract Documents (including, without limitation, an increase in the Contract Price, as referred to above), extensions of time, or modifications of the time, terms, or conditions of payment to the Contractor will release the surety. If the Contractor fails to furnish the required bonds, the District may terminate the Contract for cause.

35.12.2 *Surety Qualification.* Only bonds executed by admitted Surety insurers as defined in Code of Civil Procedure § 995.120 shall be accepted. Surety must be a California-admitted surety and listed by the U.S. Treasury with a bonding capacity in excess of the Project cost.

35.12.3 *Alternate Surety Qualifications.* If a California-admitted surety insurer issuing bonds does not meet these requirements, the insurer will be considered qualified if it is in conformance with § 995.660 of the California Code of Civil Procedure and proof of such is provided to the District.

35.12.4 Contractor is hereby authorized to obtain a Performance and Payment Bond from any subcontractors selected by Contractor at its discretion and cost. Any bonds required by this subsection shall comply with the requirements set forth above.

36. HOLD HARMLESS AND INDEMNITY

Contractor shall defend, indemnify and hold harmless District, Construction Manager, the State of California and their officers, employees and agents (excluding the Architect and Inspector) from all liabilities, claims, actions, liens, judgments, demands, damages, losses, costs or expenses of any kind arising from death, personal injury, property damage or other cause based or asserted upon any act, omission, or breach connected with or arising from the progress of Work or performance of service under this Agreement or the Contract Documents. As part of this indemnity, Contractor shall protect and defend, at its own expense, District, the State of California and their officers, employees and agents (excluding the Architect and Inspector) from any legal action including attorney's fees or other proceeding based upon such act, omission, breach or as otherwise required by this Article.

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

- 36.1.1 Liability for (1) death or bodily injury to persons; (2) damage or injury to, loss (including theft), or loss of use of, any property; (3) any failure or alleged failure to comply with any provision of law or the Contract Documents; or (4) any other loss, damage or expense, sustained by any person, firm or corporation or in connection with the Work called for in this Agreement or the Contract Documents, except for liability resulting from the sole or active negligence, or the willful misconduct of the District or any other indemnified party.
- 36.1.2 Any bodily injury to or death of persons or damage to property caused by any act, omission or breach of Contractor or any person, firm or corporation employed by Contractor, either directly or by independent contract, including all damages or injury to, loss (including theft), or loss of use of, any property, sustained by any person, firm or corporation, including District, arising out of or in any way connected with Work covered by this Agreement or the Contract Documents, whether said injury or damage occurs either on or off District property, but not for any loss, injury, death or damages caused by the sole or active negligence or willful misconduct of the District or any other indemnified party.
- 36.1.3 Any dispute between Contractor and Contractor's subcontractors/supplies/sureties, including, but not limited to, any failure or alleged failure of the Contractor (or any person hired or employed directly or indirectly by the Contractor) to pay any Subcontractor or Materialman of any tier or any other person employed in connection with the Work and/or filing of any stop notice or mechanic's lien claims, except for reasons of non-payment of undisputed contract funds by the District.

Contractor, at its own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings that may be brought or instituted against the District, its officers, agents (excluding the Architect and Inspector), or CM, or employees, on account of or founded upon any cause, damage, or injury identified herein and shall pay or satisfy any judgment that may be rendered against the District, its officers, agents (excluding the Architect and Inspector) or employees in any action, suit or other proceedings as a result thereof.

Contractor shall ensure that its contract with each of its subcontractors contains provisions requiring the subcontractors to defend, indemnify and hold harmless the District, the State of California to a minimum level as set forth in this Article and consistent with the language of this Article.

The Contractor's and Subcontractors' obligation to defend, indemnify and hold harmless the District, the State of California and their officers, employees, agents (excluding the Architect and Inspector) hereunder shall include, without limitation, any and all claims, damages, and costs for the following: (1) any damages or injury to or death of any person, and damage or injury to, loss (including theft), or loss of use of, any property; (2) breach of any warranty, express or implied; (3) failure of the Contractor or Subcontractors to comply with any applicable governmental law, rule, regulation, or other requirement; (4) products installed in or used in connection with the Work; and (5) any claims of violation of the Americans with Disabilities Act ("ADA") to the extent that such violation results from a failure of Contractor or its Subcontractors to comply with the Contract Documents or ADA requirements, and not to the extent the ADA violation exists in the drawings or specifications.

37. SUBSTITUTION OF SECURITY

In accordance with Public Contract Code section 22300, the District will permit the substitution of securities for any moneys withheld by the District to ensure performance under the Construction Services Agreement. At the request and expense of the Contractors, securities equivalent to the amount withheld shall be deposited with the District, or with a state or federally chartered bank as the escrow agent, who shall then pay such moneys to the Contractor.

Upon satisfactory completion of the Construction Services Agreement the securities shall be returned to the Contractor.

38. TITLE TO WORK

Title to all work completed and in the course of construction paid for by District and title to all materials on account of which payment has been made by District to Contractor shall vest in District pursuant to the applicable provisions of the Sublease(s).

39. COMPLIANCE WITH STATE STORM WATER PERMIT FOR CONSTRUCTION

The Contractor shall be required to comply with all conditions of the State Water Resources Control Board (State Water Board) National Pollutant Discharge Elimination System General Permit for Waste Discharge Requirements for Discharges of Storm Water Runoff Associated with Construction Activity (Permit) for all construction activity which results in the disturbance of in excess of one acre of total land area or which is part of a larger common area of development or sale. The Contractor shall be responsible for filing the Notice of Intent and for obtaining the Permit. The Contractor shall be solely responsible for preparing and implementing a Storm Water Pollution Prevention Plan (SWPPP) prior to initiating Work. It shall be the Contractor's responsibility to evaluate the cost of procuring the Permit and preparing the SWPPP as well as complying with the SWPPP and any necessary revision to the SWPPP. The Contractor shall comply with all requirements of the State Water Resources Control Board. The Contractor shall include all costs of compliance with specified requirements in the GMP.

Contractor shall be responsible for procuring, implementing and complying with the provisions of the Permit and the SWPPP, including the standard provisions, monitoring and reporting requirements as required by the Permit. Contractor shall provide copies of all reports and monitoring information to the District and the Architect.

The Contractor shall comply with the lawful requirements of any applicable municipality, the County, drainage district, and other local agencies regarding discharges of storm water to separate storm drain system or other watercourses under their jurisdiction, including applicable requirements in municipal storm water management programs.

Failure to comply with the Permit is in violation of federal and state law. The Contractor hereby agrees to indemnify and hold harmless the District, its Board members, officers, agents, employees and authorized volunteers from and against any and all claims, demands, losses or liabilities of any kind or nature which the District, its Board members, officers, agents, employees and authorized volunteers may sustain or incur for noncompliance with the Permit arising out of or in connection with the Project, except for liability resulting from the sole established negligence, willful misconduct or active negligence of the District, its Board members, officers, agents, employees or authorized volunteers. District may seek damages from the Contractor for delay in completing the Project in accordance with Section 10 hereof, caused by the Contractor's failure to comply with the Permit.

40. EQUAL OPPORTUNITY CLAUSE

The Contractor herein agrees not to discriminate in its recruiting, hiring, promotion, demotion or termination practices on the basis of race, religious creed, color, national origin, ancestry, sex, age or physical handicap in the performance of this Construction Services Agreement and to comply with the provisions of the following laws:

- 40.1 California Fair Employment and Housing Act (Gov. Code 12900 et seq., prohibiting discrimination in employment on account of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex, and prohibiting harassment of an employee or applicant because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, or age);
- 40.2 Federal Civil Rights Act of 1964 (42 USC '2000e et seq., prohibiting discrimination in employment on the basis of race, color, national origin, religion, or sex); Title I of the Americans With Disabilities Act of 1990 (42 USC 12101 et seq., prohibiting discrimination against qualified individuals with a disability in hiring and employment practices);

- 40.3 The Age Discrimination in Employment Act (29 USC 621 et seq., prohibiting age discrimination in employment against individuals who are at least forty years of age);
- 40.4 California Labor Code section 1102.1 (prohibiting discrimination in any aspect of employment or opportunity for employment based on actual or perceived sexual orientation); and
- 40.5 Sexual Orientation
- 40.6 ADA (See Article 41).
- 40.7 Any other laws or regulations prohibiting discrimination as may be applicable to Contractor

41. SPECIAL NOTICE OF AMERICAN'S WITH DISABILITIES ACT

Some of the requirements in the plans and specifications are meant to comply with the American's with Disabilities Act ("ADA"). The requirements of the ADA are technical in nature and may appear to be minor in nature (i.e. whether a walkway or ramp has a 2% cross-slope). Contractor is warned that even the slightest deviation from the specific requirements from the ADA is considered a Civil Rights Violation and subjects the District to fines of three times actual damages sustained by a handicap individual or up to \$4,000 per violation and attorney's fees required to enforce the ADA violation. As a result of the significant liability and exposure associated with ADA aspects of the Contract, Contractor shall take special care to meet all ADA requirements as detailed in the plans and specifications. Failure to comply with ADA rules as required in the plans and specifications that results in a Notice of Non-Compliance shall be repaired to meet ADA requirements promptly. In addition, any ADA violations resulting from Contractor's failure to comply with the Contract Documents or ADA requirements that are not identified by Inspector or Architect that are later identified shall be repaired and charged back to the Contractor through a Deductive Change Order.

- 41.1 Indemnification of ADA Claims. ADA claims arising from failure to comply with plans and specifications shall be indemnified, held harmless and defended by Contractor. Further, any withholdings for ADA violations in Article 29.4 resulting from Contractor's failure to comply with the Contract Documents or ADA requirements shall include potential redesign costs and an accelerated repair costs due to the potential for ADA claims arising from DSA posting of ADA violations on the Project.

42. PATENTS, ROYALTIES, AND INDEMNITIES

The Contractor shall hold and save the District and its officers, agents, and employees harmless from liability of any nature or kind, including cost and expense, for or on account of any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of this Construction Services Agreement, including its use by the District, except to the extent a method or means was specifically required by the Contract Documents.

43. EXCISE TAX

If under federal excise tax law any transaction hereunder constitutes a sale on which a federal excise tax is imposed and the sale is exempt from such excise tax because it is a sale to a state or local government for its exclusive use, the District, upon request, will execute a certificate of exemption which will certify (1) that the District is a political subdivision of the state for the purposes of such exemption and (2) that the sale is for the exclusive use of the District. No excise tax for such materials shall be included in the GMP.

44. PROHIBITED INTERESTS

No official of District and no District representative who is authorized in such capacity and on behalf of District to negotiate, make, accept, or approve, or to take part in negotiating, making, accepting or approving any architectural, engineering, inspection, construction or material supply contract or any subcontract in connection with construction of Project, shall be or become directly or indirectly interested financially in this Construction Services Agreement or any part thereof. No officer, employee, architect, attorney, engineer or inspector of or for District who is authorized

in such capacity and on behalf of District to exercise any executive, supervisory or other similar functions in connection with construction of Project, shall become directly or indirectly interested financially in this Construction Services Agreement or in any part thereof.

45. COMPLIANCE WITH DTSC GUIDELINES – IMPORTED SOIL/SOILS INSPECTION

- 45.1 If the Project requires the use of imported soils, the Contractor shall be responsible to use and shall certify that the imported material it uses is free of any hazardous and/or toxic substance or material of any nature or type as defined in accordance with California Law and the California Health and Safety Code. The District reserves the right to reject any imported material that has come from agricultural or commercial land uses. Contractor must notify the District of the source of material and comply with the applicable Regional Water Quality Control Board Resolution and when applicable, with the guidelines of the Department of Toxic Substances Control (DTSC).
- 45.2 Unless otherwise provided, when a soils investigation report obtained from test holes at the site is available, such report shall not be a part of this contract. Nevertheless, with respect to any such soils investigation and/or geotechnical report regarding the site, it shall be the responsibility of the Contractor to review and be familiar with such report. Any information obtained from such report or any information given on drawings as to subsurface soil condition or to elevations of existing grades or elevations of underlying rock is approximate only, is not guaranteed, and does not form a part of the contract, unless otherwise specifically provided. Contractor is required to make a visual examination of site. Limited soil tests and subsurface investigations, if any, are available for review and consideration by Contractor and were conducted for the purpose of design only. Subsurface investigation information is made available by District solely as a matter of convenience and general information for Contractor and Contractor is expected to review and be familiar with such information. No representation is made by District or Architect that information provided is completely representative of all conditions and materials which may be encountered. If such a report is referenced in the Contract Documents for performance of the Project, such reference shall be to establish minimum requirements only. Further, no representation is made by District or Architect that information provided is solely adequate for purposes of construction. District disclaims responsibility for interpretations by Contractor of soil and subsurface investigation information, such as in protecting soil-bearing values, rock profiles, presence and scope of boulders and cobbles, soil stability and the presence, level and extent of underground water. Contractor shall determine means, methods, techniques and sequences necessary to achieve required characteristics of completed Work. Conditions found after execution of the Construction Services Agreement to be materially different from those reported and which are not customarily encountered in the geographic area of the Project shall be governed by provisions of this Construction Services Agreement for unforeseen conditions.

46. HAZARDOUS WASTE AND UNKNOWN PHYSICAL CONDITIONS

Contractor shall promptly, and before the following conditions are disturbed, notify the District, in writing, of any:

1. Material that Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.
 2. Subsurface or latent physical conditions at the Site differing from those indicated, including geological, soils, and or water table issues which impede construction or increase Construction Costs.
 3. Unknown physical conditions at the Site (not including structures or improvements) of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Construction Services Agreement.
- 46.1 District shall promptly investigate the conditions, and if it finds that the conditions materially so differ, and the materials that are not on reports or documents supplied or reviewed as part of

Contractor's Due Diligence shall be submitted as a Change Order under Article 17 and, upon approval, shall be deducted from District Contingency. There shall be no work stoppage after written notice is provided of the hazardous substances encountered that were not properly reviewed or observed by Contractor.

- 46.2 In the event that a dispute arises between District and Contractor whether the conditions materially differ from Due Diligence documents reviewed for hazardous substances, or cause a decrease or increase in Contractor's cost of, or time required for, performance of any part of the work, Contractor shall not be excused from any scheduled completion date provided for by this Construction Services Agreement but shall proceed with all work to be performed under the Construction Services Agreement.

47. NO ASBESTOS CERTIFICATION

- 47.1 Asbestos Free Installation Certification: Contractor shall execute and submit an "Asbestos Free Materials Certification," and further, is aware of the following

47.1.1 Should asbestos containing materials be installed by the Contractor in violation of this certification, or if removal of asbestos containing materials is part of the Project, decontaminations and removals will be performed in accordance with the requirements of all applicable laws and will meet the following criteria:

47.1.1.1 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).

47.1.1.2 The asbestos removal contractor shall be an EPA accredited contractor qualified in the removal of asbestos and shall be chosen and approved by the asbestos consultant who shall have sole discretion and final determination in this matter.

47.1.1.3 The asbestos consultant shall be chosen and approved by the District which shall have sole discretion and final determination in this matter.

47.1.1.4 The work will not be accepted until asbestos contamination is reduced to levels deemed acceptable by the asbestos consultant.

47.1.2 If removal of asbestos containing materials is part of the Project, the cost of all asbestos removal, including, but not necessarily limited to the cost of the asbestos removal contractor, the cost of the asbestos consultant, analytical and laboratory fees, time delays and additional costs that may be incurred by the District shall be borne entirely by the Contractor.

47.1.3 Hold Harmless: Interface of work for the Project with work containing asbestos shall be executed by the Contractor at his/her risk and at his/her discretion with full knowledge of the currently accepted standards, hazards, risks and liabilities associated with asbestos work and asbestos containing products. By execution of the Construction Services Agreement the Contractor acknowledges the above and agrees to the fullest extent permitted by law to hold harmless the District, its Board and each member of the Board, its officers, employees, agents, representatives, including its architect and assigns, for all asbestos liability which may be associated with Hazardous Material introduced to the site by Contractor or for Hazardous Materials required to be abated by Contractor under the Contract Documents or for Hazardous Materials identified in any document or report provided to the Contractor. The

Contractor further agrees to instruct his/her employees with respect to the above mentioned standards, hazards, risk and liabilities.

48. LAWS AND REGULATIONS

Contractor shall give all notices and comply with all laws, ordinances, rules, and regulations bearing on conduct of work as indicated and specified. If Contractor observes that drawings and specifications are at variance therewith, it shall promptly notify Architect in writing and any necessary changes shall be adjusted as provided in this Construction Services Agreement for changes in work. If Contractor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the District's Architect, it shall bear all costs arising therefrom.

49. (INTENTIONALLY DELETED)

50. AGREEMENT MODIFICATIONS

No waiver, alteration or modification of any of the provisions of this Construction Services Agreement shall be binding upon either District or Contractor unless the same shall be in writing and signed by both District and Contractor.

51. NOTICES

All communications in writing between District and Contractor, including without limitation, applications for payment, shall be deemed to have been received by the addressee if delivered to the person for whom they are intended or if sent by registered mail, return receipt requested, or by telex, telegram, or fax followed by regular mail, addressed pursuant to the Notice Section of Article 3.

52. THIRD-PARTY CLAIMS

Pursuant to Public Contract Code section 9201(b) and (c), District shall provide Contractor with timely notification of the receipt of any third-party claim, relating to the Contract. District is entitled to recover its reasonable costs incurred in providing such notification.

53. ASSIGNMENT

Except Contractor's responsibility to assign subcontractors and material suppliers to District upon Project Completion and the running of the Warranty Period, Contractor shall not assign or sublet the Lease, Sublease or this Construction Services Agreement, nor shall Contractor assign any monies due or to become due to it hereunder absent the District's prior written consent and Board approval. Contractor has unique abilities and understanding of the Project from negotiations and the Due Diligence that has been undertaken and, thus, any assignment conducted without the District's prior written consent and Board approval will not transfer to the assignee the specific understanding associated with Contractor on this Project.

54. HEADINGS

The headings herein contained are inserted only as a matter of convenience and reference and are not meant to define, limit or describe the scope or intent of the Contract Documents or in any way to affect the terms and provisions set forth herein.

55. INTEGRATION/MODIFICATION

This Construction Services Agreement represents the entire understanding of District and Contractor as to those matters contained herein, and supersedes and cancels any prior oral or written understanding, promises or representations with respect to those matters covered herein, and it shall not be amended, altered or changed except by a written agreement signed by the parties hereto.

56. APPLICABLE LAW/ PROVISIONS REQUIRED BY LAW DEEMED INSERTED

The terms and provisions of this Construction Services Agreement shall be construed in accordance with the laws of the State of California. If any action is brought in a court of law to enforce any term of this Construction Services Agreement the action shall be brought in a state court situated in the County of Los Angeles, State of California, unless a court finds jurisdiction or venue is only proper in a federal court, or a court outside this county. In the event of any such litigation between the parties, the parties shall pay for their respective costs incurred, including attorneys' fees.

Each and every provision of law and clause required by law to be inserted in this Construction Services Agreement shall be deemed to be inserted herein and the Construction Services Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon application of either party, the Construction Services Agreement shall forthwith be physically amended to make such insertion or correction.

57. SUCCESSION OF RIGHTS AND OBLIGATIONS

All rights and obligations under this Construction Services Agreement shall inure to and be binding upon the successors and assigns of the parties hereto.

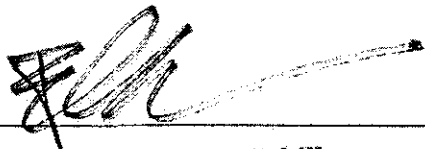
IN WITNESS WHEREOF, the parties hereto have, by their duly authorized representatives, executed this Construction Services Agreement, in duplicate, as of the day and year first above written.

CONTRACTOR

DISTRICT:

BALFOUR BEATTY CONSTRUCTION LLC

CULVER CITY UNIFIED SCHOOL DISTRICT

By:  _____

By: _____

Name: **Brian H. Cahill**
President, Southwest Division _____

Name: _____

Title: _____

Title: _____

DATE: **4/22/14** _____

DATE: _____

EXHIBIT "A"
SCOPE OF WORK

CULVER CITY USD PROJECT (S) AT VARIOUS SITES 2014		
ITEM	SCOPE OF PROJECTS	SITE
1	ADA ramps athletic field	CCHS
2	Replace missing gym ceiling tiles	CCMS
3	Library HVAC	CCMS
4	Provide 10 additional hydration stations	CCMS/CCHS
5	Landscape	CPHS
6	Food Services/Lunch	CPHS
7	Install owner provided modular restroom	Culver Park HS
8	PA and camera all schools	District Wide
9	Provide shade structure at eating area	El Marino
10	Provide shade structure at playground to replace dead trees	El Marino
11	Provide ADA parking as required	El Marino
12	Provide new storage bin	El Rincon
13	Remove existing and provide new ball walls, total 11	District Wide ES
14	Provide new playground layout and play field	Farragut
15	Install owner provided modular classroom	La Ballona
16	Install owner provided modular restroom	La Ballona
17	Provide new play field (Turf)	La Ballona
18	Install owner provided modular classroom	Lin Howe

EXHIBIT "B"
PRELIMINARY GMP
CULVER CITY USD PROJECT (S) AT VARIOUS SITES 2014

		Estimated Costs
Estimated Subcontractor Costs		
	\$	1,657,500
Balfour Beatty General Conditions		
	\$	134,172
	\$	-
Owners Contingency - 0%		
	\$	-
Contractors Contingency 5%		
	\$	100,138
Errors & Omissions allowance 0%		
	\$	-
COBONDORS/INSURANCE/CONTINGENCY/ESTIMATOR ALLOWANCE		
General Liability/ WC Ins. (Calculated on Contract Amount)	1.04% \$	20,829
COC Insurance (N/A by district)	\$	-
BUILDERS FEE (Calculated on Contract Amount)	3.50% \$	70,097
BONDS (Calculated on Contract Amount)	1.00% \$	20,028
TOTAL		
	\$	1,872,634

EXHIBIT "C"

**STATEMENT OF ANTICIPATED DISABLED
VETERAN BUSINESS ENTERPRISE PARTICIPATION**

CULVER CITY UNIFIED SCHOOL DISTRICT

Project: Culver City USD Project(s) at Various Sites 2014

Our firm anticipates using Disabled Veteran Business Enterprise (DVBE) participation on this project to the maximum degree possible and will, following execution of an agreement, make a Good Faith Effort to invite and encourage DVBE participation.

At the conclusion of the project, we will report to the District the total dollar amount of DVBE participation (service/materials) used under our contract in compliance with the District's Policy.

OR

Our firm anticipates using Disabled Veteran Business Enterprise (DVBE-supplied services/materials amounting to \$_____ or _____% on this project. Attached is the DVBE Certification Letter(s) for the DVBE firms/individuals we anticipate using.

At the conclusion of the project, we will report to the District the total dollar amount of DVBE participation (service/materials) used under our contract in compliance with the District's Policy.

Company: _____

Name: _____

Title: _____

Signature: _____

**CERTIFICATION – PARTICIPATION OF
DISABLED VETERAN BUSINESS ENTERPRISES**

In accordance with Education Code Section 17076.11, the District has a participation goal for Disabled Veteran Business Enterprises of at least three 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 of school buildings and expended each year by the District. At the time of execution of the contract, the Contractor will provide a statement to the District of anticipated participation of Disabled Veteran Business Enterprises in the contract. Prior to, and as a condition precedent for final payment under the contract, the Contractor will provide appropriate documentation to the District identifying the amount paid to Disabled Veteran Business Enterprises pursuant to the contract, so that the District can assess the Contractor's success at meeting this goal.

The Contractor may provide the anticipated participation of Disabled Veteran Business Enterprises in terms of percentage of its total contract or the dollar amount anticipated to be paid to Disabled Veteran Business Enterprises or by providing the names of the Disabled Veteran Business Enterprises that will participate in the contract. If there is a discrepancy between the anticipated goals and the actual DVBE participation at completion of the contract or a failure to meet the anticipated goal or dollar amounts, the District will require the Contractor to provide, at the completion of the contract, a detailed statement of the reason(s) for the discrepancy or failure to meet the anticipated goals or dollar amounts.

I certify that I have read the above and will comply with the anticipated participation of Disabled Veteran Business Enterprises in this contract.

Signature

Typed or Printed Name

Title

Company

Address

City, State, Zip

Telephone

Fax

EXHIBIT "D"
PAYMENT BOND
(CALIFORNIA PUBLIC WORK)

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, the CULVER CITY UNIFIED SCHOOL DISTRICT (sometimes referred to hereinafter as "Obligee") has awarded to BALFOUR BEATTY CONSTRUCTION LLC (hereinafter designated as the "Principal" or "Contractor"), an agreement for the work described as follows:
_____ (hereinafter referred to as the "Public Work"); and

WHEREAS, said Contractor is required to furnish a bond in connection with said Contract, and pursuant to California Civil Code Section 9550;

NOW, THEREFORE, We, BALFOUR BEATTY CONSTRUCTION LLC, the undersigned Contractor, as Principal; and _____, a corporation organized and existing under the laws of the State of _____, and duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the CULVER CITY UNIFIED SCHOOL DISTRICT and to any and all persons, companies, or corporations entitled by law to file stop notices under California Civil Code Section 9100, or any person, company, or corporation entitled to make a claim on this bond, in the sum of _____ Dollars (\$_____), such sum being not less than one hundred percent (100%) of the total amount payable by said Obligee under the terms of said Contract, for which payment will and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, its heirs, executors, administrators, successors, or assigns, or subcontractor, shall fail to pay any person or persons named in Civil Code Section 9100; or fail to pay for any materials, provisions, 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 Unemployment Insurance Code Section 13020 with respect to work and labor thereon of any kind, then said Surety will pay for the same, in an amount not exceeding the amount herein above set forth, and in the event suit is brought upon this bond, also will pay such reasonable attorneys' fees as shall be fixed by the court, awarded and taxed as provided in California Civil Code Section 9550 et seq.

This bond shall inure to the benefit of any person named in Civil Code Section 9100 giving such person or his/her assigns a right of action 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, or specifications, or agreement pertaining or relating to any scheme or work of improvement herein above described; 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 time for payment pertaining or relating to any scheme or work of improvement herein above described; 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 the Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the Obligee and the Contractor or on the part of any obligee named in such bond; that the sole condition of recovery shall be that the claimant is a person described in California Civil Code Section 9100, and who has not been paid the full amount of his or her claim; and that the Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned.

IN WITNESS WHEREOF this instrument has been duly executed by the Principal and Surety above named, on the _____ day of _____, 20__.

PRINCIPAL/CONTRACTOR:

BALFOUR BEATTY CONSTRUCTION LLC

By: _____

SURETY:

By: _____

Attorney-in-Fact

IMPORTANT: THIS IS A REQUIRED FORM.

Surety companies executing bonds must possess a certificate of authority from the California Insurance Commissioner authorizing them to write surety insurance defined in California Insurance Code Section 105, and if the work or project is financed, in whole or in part, with federal, grant or loan funds, Surety's name must also appear on the Treasury Department's most current list (Circular 570 as amended).

Any claims under this bond may be addressed to:

(Name and Address of Surety)

(Name and Address of agent or representative for service for service of process in California)

Telephone: _____

Telephone: _____

STATE OF CALIFORNIA)
) ss.
COUNTY OF)

On _____ before me, _____, a Notary Public in and for said State, personally appeared _____, 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 as the Attorney-in-Fact of the _____ (Surety) and acknowledged to me that he/she/they subscribed the name of the _____ (Surety) thereto and his own name as Attorney-in-Fact on the executed 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.

Notary Public in and for said State

(SEAL)

Commission expires: _____

NOTE: A copy of the power-of-attorney to local representatives of the bonding company must be attached hereto.

EXHIBIT "E"
CONTRACT PERFORMANCE BOND
(CALIFORNIA PUBLIC WORK)

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, the CULVER CITY UNIFIED SCHOOL DISTRICT (sometimes referred to hereinafter as "Obligee") has awarded to BALFOUR BEATTY CONSTRUCTION LLC (hereinafter designated as the "Principal" or "Contractor"), an agreement for the work described as follows: _____ (hereinafter referred to as the "Public Work"); and

WHEREAS, the work to be performed by the Contractor is more particularly set forth in that certain contract for said Public Work dated April 11, 2014, (hereinafter referred to as the "Contract"), which Contract is incorporated herein by this reference; and

WHEREAS, the Contractor is required by said Contract to perform the terms thereof and to provide a bond both for the performance and guaranty thereof.

NOW, THEREFORE, we, BALFOUR BEATTY CONSTRUCTION LLC, the undersigned Contractor, as Principal, and _____, a corporation organized and existing under the laws of the State of _____, and duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the CULVER CITY UNIFIED SCHOOL DISTRICT in the sum of _____ Dollars (\$ _____), said sum being not less than one hundred percent (100%) of the total amount payable by said Obligee under the terms of said Contract, for which amount well and truly to be made, we bind 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 bounded Contractor, his or her heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, and agreements in said Contract and any alteration thereof made as therein provided, on his or her part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill guarantees of all materials and workmanship; and indemnify, defend and save harmless the Obligee, its officers and agents, as stipulated in said Contract, 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 it shall not be exonerated or released from the obligation of this bond (either by total exoneration or pro tanto) by any change, extension of time, alteration in or addition to the terms of the contract or to the work to be performed there under or the specifications accompanying the same, nor by any change or modification to any terms of payment or extension of time for any payment pertaining or relating to any scheme of work of improvement under the contract. Surety also stipulates and agrees that it shall not be exonerated or released from the obligation of this bond (either by total exoneration or pro tanto) by any overpayment or underpayment by the Obligee that is based upon estimates approved by the Architect. The Surety stipulates and agrees that none of the aforementioned changes, modifications, alterations, additions, extension of time or actions shall in any way affect its obligation on this bond, and it does hereby waive notice of any such changes, modifications, alterations, additions or extension of time to the terms of the contract, or to the work, or the specifications as well notice of any other actions that result in the foregoing.

Whenever Principal shall be, and is declared by the Obligee to be, in default under the Contract, the Surety shall promptly either remedy the default, or shall promptly take over and complete the Contract through its agents or independent contractors, subject to acceptance and approval of such agents or independent contractors by Obligee as hereinafter set forth, in accordance with its terms and conditions and to pay and perform all obligations of Principal under the Contract, including, without limitation, all obligations with respect to warranties, guarantees and the payment of liquidated damages; or, at Obligee's sole discretion and election, Surety shall obtain a bid or bids for

completing the Contract in accordance with its terms and conditions, and upon determination by Oblige of the lowest responsible bidder, arrange for a contract between such bidder and the Oblige and make available as Work progresses (even though there should be a default or succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the "balance of the Contract price" (as hereinafter defined), and to pay and perform all obligations of Principal under the Contract, including, without limitation, all obligations with respect to warranties, guarantees and the payment of liquidated damages. The term "balance of the Contract price," as used in this paragraph, shall mean the total amount payable to Principal by the Oblige under the Contract and any modifications thereto, less the amount previously paid by the Oblige to the Principal, less any withholdings by the Oblige allowed under the Contract. Oblige shall not be required or obligated to accept a tender of a completion contractor from the Surety.

Surety expressly agrees that the Oblige may reject any agent or contractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Principal. Unless otherwise agreed by Oblige, in its sole discretion, Surety shall not utilize Principal in completing the Contract nor shall Surety accept a bid from Principal for completion of the work in the event of default by the Principal.

No final settlement between the Oblige and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

The Surety shall remain responsible and liable for all patent and latent defects that arise out of or relate to the Contractor's failure and/or inability to properly complete the Public Work as required by the Contract and the Contract Documents. The obligation of the Surety hereunder shall continue so long as any obligation of the Contractor remains.

Contractor and Surety agree that if the Oblige is required to engage the services of an attorney in connection with enforcement of the bond, Contractor and Surety shall pay Oblige's reasonable attorneys' fees incurred, with or without suit, in addition to the above sum.

In the event suit is brought upon this bond by the Oblige and judgment is recovered, the Surety shall pay all costs incurred by the Oblige in such suit, including reasonable attorneys' fees to be fixed by the Court.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this ____ day of _____,
20__.

PRINCIPAL/CONTRACTOR:

BALFOUR BEATTY CONSTRUCTION LLC

By: _____

SURETY:

By: _____

Attorney-in-Fact

The rate of premium on this bond is _____ per thousand.

The total amount of premium charged: \$ _____ (This must be filled in by a corporate surety).

IMPORTANT: THIS IS A REQUIRED FORM.

Surety companies executing bonds must possess a certificate of authority from the California Insurance Commissioner authorizing them to write surety insurance defined in California Insurance Code Section 105, and if the work or project is financed, in whole or in part, with federal, grant or loan funds, Surety's name must also appear on the Treasury Department's most current list (Circular 570 as amended).

Any claims under this bond may be addressed to:
(Name and Address of Surety)

(Name and Address of agent or representative for
service for service of process in California)

Telephone: _____

Telephone: _____

STATE OF CALIFORNIA)
) ss.
COUNTY OF)

On _____, before me, _____, a Notary Public in and for said State, personally appeared _____, 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 as the Attorney-in-Fact of the _____ (Surety) and acknowledged to me that he/she/they subscribed the name of the _____ (Surety) thereto and his own name as Attorney-in-Fact on the executed 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.

(SEAL)

Notary Public in and for said State

Commission expires: _____

NOTE: A copy of the power-of-attorney to local representatives of the bonding company must be attached hereto.

EXHIBIT "F"

CONTRACTOR FINGERPRINTING REQUIREMENTS

Balfour Beatty Construction LLC certifies that it has performed one of the following:

- Pursuant to Education Code Section 45125.1, Trade Contractor has conducted criminal background checks, through the California Department of Justice, of all employees providing services to the Culver City Unified District, pursuant to the contract/purchase order dated February 5, 2014, and that none have been convicted of serious or violent felonies, as specified in Penal Code Sections 1192.7(c) and 667.5(c), respectively.

As further required by Education Code Section 45125.1, attached hereto as Attachment "A" is a list of the names of the employees of the undersigned who may come in contact with pupils.

OR

- Pursuant to Education Code Section 45125.2, Trade Contractor will ensure the safety of pupils by one or more of the following methods:
 - 1. The installation of a physical barrier at the worksite to limit contact with pupils.
 - 2. Continual supervision and monitoring of all employees of the entity by an employee of the entity whom the Department of Justice has ascertained has not been convicted of a violent or serious felony.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

Date _____, 20__

By its: _____

ATTACHMENT A:

CONTRACTOR CERTIFICATION REGARDING BACKGROUND CHECKS

(INSERT NAMES OF EMPLOYEES WHO MAY COME IN CONTACT WITH PUPILS)

EXHIBIT "G"

CONTRACTOR'S CERTIFICATE REGARDING WORKERS' COMPENSATION

Labor Code section 3700 in relevant part provides:

Every employer except the State shall secure the payment of compensation in one or more of the following ways:

(a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this State.

(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure, either as an individual employee or as one employer in a group of employers, 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 Section 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 Construction Services Agreement.

Contractor _____
Title _____
Date _____

(In accordance with article 5 (commencing at section 1860), chapter 1, part 7, division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under this Construction Services Agreement.)

EXHIBIT "H"

DRUG-FREE WORKPLACE CERTIFICATION

This Drug-Free Workplace Certification form is required from all successful bidders pursuant to the requirements mandated by Government Code Sections 8350 et seq., the Drug-Free Workplace Act of 1990. The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract or grant for the procurement of any property or service from any State agency must certify that it will provide a drug-free workplace by performing certain specified acts. In addition, the Act provides that each contract or grant awarded by a State agency may be subject to suspension of payments or termination of the contract or grant, and the Trade Contractor or grantee may be subject to debarment from future contracting, if the contracting agency determines that specified acts have occurred.

Pursuant to Government Code Section 8355, every person or organization awarded a contract or grant from a State agency shall certify that it will provide a drug-free workplace by doing all of the following:

1. Publishing a statement, notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace, and specifying actions which will be taken against employees for violations of the prohibition.
2. Establishing a drug-free awareness program to inform employees about all of the following:
 - a. The dangers of drug abuse in the workplace;
 - b. The person's or organization's policy of maintaining a drug-free workplace;
 - c. The availability of drug counseling, rehabilitation and employee-assistance programs; and
 - d. The penalties that may be imposed upon employees for drug abuse violations;
3. Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required by subdivision (a) and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

I, the undersigned, agree to fulfill the terms and requirements of Government Code Section 8355 listed above and will (a) publish a statement notifying employees concerning the prohibition of controlled substance at the workplace, (b) establish a drug-free awareness program, and (c) require each employee engaged in the performance of the contract be given a copy of the statement required by section 8355(a) and require such employee agree to abide by the terms of that statement.

I also understand that if the Culver City Unified School District determines that I have either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of Section 8355, that the contract awarded herein is subject to termination, suspension of payments, or both. I further understand that, should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of Sections 8350 et seq.

I acknowledge that I am aware of the provisions of Government Code Sections 8350 et seq. and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990.

DATE: _____

CONTRACTOR

By: _____
Signature

EXHIBIT "I"

CONDUCT RULES FOR CONTRACTORS

Each contractor/subcontractor, when performing work on Culver City Unified School District property, in addition to complying with the provisions of the Construction Services Agreement, shall adhere to the following rules of conduct:

1. Professional and courteous conduct is expected and will be displayed at all times.
2. Interaction with students, staff, and/or other visitors is prohibited with the exception of designated administrators.
3. The use of profanity and/or disparaging language will not be tolerated.
4. All contractors/subcontractors shall wear a means of identification on site when school is in session which must be approved by the District prior to commencement of work.
5. All contractors/subcontractors shall remain in the vicinity of his/her work and will not stray to other areas of the property not involved in the project, including student and staff toilet facilities.
6. Pursuant to Government Code Section 8350 et seq., the Culver City Unified School District is a drug-free workplace. This policy shall be strictly enforced.
7. Alcoholic beverages are prohibited from being consumed or brought on any District property.
8. The use of any tobacco products on District property is strictly prohibited.
9. Any lewd, obscene or otherwise indecent acts, words, or behavior by any contractor/subcontractor shall not be tolerated.
10. All contractors/subcontractors shall conform to a dress code whereby:
 - A. No clothing that contains violent, suggestive, derogatory, obscene, or racially-biased material may be worn.
 - B. Garments, accessories or personal grooming artifacts with slogans, graphics, or pictures promoting drugs, alcohol, tobacco, or any other controlled substances which are prohibited to minors will not be allowed.
11. No fire arms are allowed on campuses/District property.
12. All contractors/subcontractors shall comply with Education Code section 45125 *et seq.* with respect to all finger printing requirements.

Non-compliance with any of the above-stated rules of conduct by any contractor/subcontractor may be sufficient grounds for immediate removal from the job site and termination of the contract.

I acknowledge that I am aware of the above-stated rules of conduct and hereby certify that all of my Company's employees, consultants, suppliers, and/or any subcontractors will adhere to these provisions.

Date

Authorized Signature

Print Name

Company

Division 1 Forms

IMMEDIATE CONSTRUCTION CHANGE DIRECTIVE NO.

PROJECT: _____

TO: _____

You are hereby directed to provide the extra work necessary to comply with this ICD.

DESCRIPTION OF CHANGE: _____

COST (This cost shall not be exceeded): _____

TIME FOR COMPLETION: _____

NOTE:

Pursuant to Article 17.4.1.2 An Immediate Change Directive is a written order to the Contractor prepared by the Architect and signed by the District (and CM if there is a CM on the Project) and the Architect, directing a change in the Work and stating a proposed basis for adjustment, if any, in the Contract Sum or Contract Time, or both. The District may by ICD, without invalidating the Contract, direct immediate changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions within. If applicable, the Contract Sum and Contract Time will be adjusted accordingly. **CONTRACTOR SHALL PROCEED WITH WORK SET FORTH IN THIS ICD IMMEDIATELY UPON RECEIPT OR THE DISTRICT MAY EITHER HOLD THE CONTRACTOR IN EITHER PARTIAL DEFAULT PURSUANT TO ARTICLE 12.2 OR TOTAL DEFAULT PURSUANT TO ARTICLE 19.**

Architect

District

CERTIFICATE OF SUBSTANTIAL COMPLETION

PROJECT: _____

TO: _____

As the Architect for the Project described above, the Project has reached Substantial Completion. Substantial Completion is not reached unless and until each of the following three (3) conditions have been met: (1) all contractually required items have been installed with the exception of only minor and Incomplete Punch Items (See Article 13.16 of the Construction Services Agreement); (2) All Fire/Life Safety Systems have been installed, and are working and signed off on the DSA Form 152 Inspection Card, all building systems including mechanical, electrical and plumbing are all functioning; and (3) the Project is fit for occupancy and its intended use

I certify that the Project has reached Substantial Completion as defined above.

Architect

BOARD REPORT

**5/27/14
14.3c**

14.3c Approve Addendum to the Contract with Harrington Geotechnical Engineering, Inc.

At this time we need to approve the proposal from Harrington Inspection Services in order for them to provide material inspection services for a portion of our Site Maintenance 2014 LLB Summer Projects, at a cost of \$4,200.

RECOMMENDED MOTION: That the Board of Education approve the attached proposal from Harrington Geotechnical Engineering, Inc.

Moved by:

Seconded by:

Vote:

January 24, 2014

Mr. Mike Reynolds
Assistant Superintendent of Business Services
CULVER CITY UNIFIED SCHOOL DISTRICT
11102 Lucerne Avenue
Culver City, CA 90230

Subject: Proposal/Cost Estimate for Culver City High School Infiltration Rate Testing at La Ballona and Farragut Elementary Schools in Culver City, CA

HGEI Proposal No. P-4344

Dear Mr. Reynolds:

We are pleased to submit this Proposal for services to be performed for the subject sites.

Site & Project Conditions

We understand that we have been requested to obtain infiltration rates of the near surface soils at both Farragut and La Ballona Elementary Schools. We have received a sketch for LaBallona and an aerial photograph of Farragut which show the proposed areas to be tested.

We would recommend that the excavation percolation procedure as described in the LA County Administrative Manual GS 200 be followed. This procedure conducts the percolation testing in a one cubic foot hole which results in the shallow infiltration rate for the area. The procedure requires two holes for an area of less than half an acre.

Scope of Services

The following scope of services is based on our understanding of project conditions as set forth above, experience on similar projects, and knowledge of general subsurface conditions in the area.

- Excavate two one cubic foot excavation at each of the sites at the approximate locations depicted on the site plans submitted to us.
- Saturate the holes for four hours.
- After four hours the holes will be filled with water and read at half hour intervals for a period of 4 hours or until a stabilized rate is obtained. Upon completion of testing the holes will be backfilled with onsite material.

- Upon completion of the testing the data will be analyzed, engineering calculations performed and a written reports prepared. The reports will describe the findings and results of the investigations and provide a calculated infiltration rate for the site soils. Five copies of each report will be provided for distribution as necessary.

Compensation

Our fee for completing the infiltration rate investigations outlined above will be \$4,200.00 (\$2,100 per site).

Additional Services

It is understood that this work is for the feasibility of the site soils percolation characteristics only and additional information on the subsurface soils is not part of this fee.

Term of Proposal

This Proposal will remain in effect until April 30, 2014, and will then be subject to revision.

To assure a clear understanding of all matters related to our mutual responsibilities, please read the attached Agreement & Work Authorization. If the conditions are acceptable, please sign and return the extra copy. A fully executed copy will be returned to you along with the report. If you wish to authorize this work by issuance of a P.O. please acknowledge and return for our files.

Timing/Schedule

It is planned to conduct the field work once authorization is received. The work can be started within 3 business days of receipt of authorization to proceed and completed within 4 business days thereafter.

Closure

We appreciate the opportunity to submit this Proposal which we hope meets with your approval and are looking forward to being of continued service on this project.

Very truly yours,

HARRINGTON GEOTECHNICAL ENGINEERING, INC.

Joseph L. Welch G.E.
Senior Geotechnical Engineer

JLW: md

Attachments/Enclosure

BOARD REPORT

**5/27/14
14.3d**

14.3d Approve Agreement with Balfour Beatty Company to Provide Pre-Construction Services

At this time we need to approve the agreement with Balfour Beatty Company to provide "Pre-Construction Services" for our Robert Frost Auditorium renovation at a cost of \$33,378. This agreement will cover, among other services related to the Frost project, working closely with hplusf Architects to ensure that all necessary steps in preparing for the start of construction are completed on a timely basis so that the renovation can commence as quickly as possible upon the receipt of DSA Approval.

RECOMMENDED MOTION: That the Board of Education approve the attached agreement with Balfour Beatty Company.

Moved by:

Seconded by:

Vote:

CULVER CITY UNIFIED SCHOOL DISTRICT
PROFESSIONAL SERVICES AGREEMENT
WITH BALFOUR BEATTY CONSTRUCTION LLC FOR
PRE-CONSTRUCTION SERVICES FOR
ROBERT FROST AUDITORIUM IMPROVEMENTS PROJECT
CULVER CITY UNIFIED SCHOOL DISTRICT
FOR A LEASE – LEASE BACK (LLB) DELIVERY

1. PARTIES AND DATE.

This Agreement is made and entered into this 20th day of May, 2014 ("Effective Date") by and between the **Culver City Unified School District**, a public school district organized under the laws of the State of California with its principal place of business at **4034 Irving Place, Culver City, Ca 90232** ("District") and **Balfour Beatty Construction LLC** with its principal place of business at 10620 Treena Street, Suite 300, San Diego, CA 92131 ("Consultant"). District and Consultant are sometimes individually referred to as "Party" and collectively as "Parties."

2. RECITALS.

2.1 Consultant.

Consultant desires to perform and assume responsibility for the provision of certain professional services required by the District on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing pre-construction services to public clients, is licensed in the State of California, and is familiar with the plans of District.

2.2 Project.

District desires to engage Consultant to render such services for the new construction work at the following projects: **Robert Frost Auditorium Improvements** ("Project") as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to the District all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional pre-construction services necessary for the Project ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall be for one (1) year from the Effective Date. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines.

3.2 Responsibilities of Consultant.

3.2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. District retains Consultant on an independent contractor basis and not as an employee. Consultant retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of the Consultant shall also not be employees of District and shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such as personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be

responsible for all reports and obligations respecting such additional personnel, including but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2 Schedule of Services. Consultant shall perform the Services expeditiously, within the term of this Agreement. Consultant represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Consultant's conformance with the Schedule, District shall respond to Consultant's submittals in a timely manner. Upon request of District, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2.3 Conformance to Applicable Requirements. All work prepared by the Consultant shall be subject to the approval of District.

3.2.4 Substitution of Key Personnel. Consultant has represented to District that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of District; which approval shall not be unreasonably withheld. The key personnel for the performance of this Agreement are as follows: Bryan Osborne and John Bernardy, Balfour Beatty Construction LLC.

3.2.5 District's Representative. The District hereby designates David LaRose, Superintendent of Schools and Mike Reynolds, Chief Business Official, or their designee(s), to act as its representative for the performance of this Agreement ("District's Representative"). District's Representative shall have the power to act on behalf of the District for all purposes under this Contract. Consultant shall not accept direction or orders from any person other than the District's Representative or his or her designee.

3.2.6 Consultant's Representative. Consultant hereby designates John Bernardy, or his or her designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.7 Coordination of Services. Consultant agrees to work closely with District staff in the performance of Services and shall be available to District's staff, consultants and other staff at all reasonable times.

3.2.8 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by consultants in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the calling necessary to perform the Services. Consultant is a licensed general building contractor and all of its services are from the point of view of a building contractor. All services under the Pre-Construction Agreement are performed from a building contractor's point of view and are to be judged based on what a reasonable building contractor would have done. Consultant disclaims any design liability and is not a code checker, architect or design related professional. Consultant warrants that all employees and subconsultants shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees and subconsultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Consultant shall perform, at its own cost and expense and without reimbursement from the District, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its sub-consultants who is determined by the District to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the District, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.9 Laws and Regulations. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Services. If

the Consultant performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the District, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold District, its officials, directors, officers, employees and agents, excluding the project architect and/or engineer, free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure to comply with such laws, rules or regulations.

3.2.10 Insurance.

3.2.10.1 Time for Compliance. Consultant shall not commence Work under this Agreement until it has provided evidence satisfactory to the District that it has secured all insurance required under this section. In addition, Consultant shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the Consultant that the subcontractor has secured all insurance required under this section. Consultant shall indemnify and hold the District, its officials, directors, officers, employees and agents, excluding the project architect and/or engineer, free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure of subcontractor to secure insurance required by this section.

3.2.10.2 Minimum Requirements. Consultant shall, at its expense procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Consultant, its agents, representatives, employees or subcontractors. Consultant shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

(A) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

(B) Minimum Limits of Insurance. Consultant shall maintain limits no less than. (1) General Liability: \$1,000,000 per occurrence/\$2,000,000 aggregate for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) Automobile Liability: \$1,000,000 per accident for bodily injury and property damage; and (3) Workers' Compensation and Employer's Liability: Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of \$1,000,000 per accident for bodily injury or disease.

3.2.10.3 Insurance Endorsements. The insurance policies shall contain the following provisions, or Consultant shall provide endorsements on forms supplied or approved by the District to add the following provisions to the insurance policies:

(A) General Liability. The general liability policy shall be endorsed to state that: (1) the District, its directors, officials, officers, employees, agents (excluding the project Architect, Engineer and other members of the design team) and volunteers shall be covered as additional insured with respect to the Work or operations performed by or on behalf of the Consultant, including materials, parts or equipment furnished in connection with such work; and (2) the insurance coverage shall be primary insurance as respects the District, its directors, officials, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the District, its directors, officials, officers, employees, agents and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way.

(B) Automobile Liability. The automobile liability policy shall be endorsed to state that: (1) the District, its directors, officials, officers, employees, agents (excluding the project Architect, Engineer and other members of the design team) and volunteers shall be covered as additional insureds with respect to

the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Consultant or for which the Consultant is responsible; and (2) the insurance coverage shall be primary insurance as respects the District, its directors, officials, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the District, its directors, officials, officers, employees, agents and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way.

(C) Workers' Compensation and Employers Liability Coverage. The insurer shall agree to waive all rights of subrogation against the District, its directors, officials, officers, employees, agents and volunteers for losses paid under the terms of the insurance policy which arise from work performed by the Consultant.

(D) All Coverages. Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the District; and (B) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the District, its directors, officials, officers, employees, agents and volunteers.

3.2.10.4 Separation of Insureds; No Special Limitations. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the District, its directors, officials, officers, employees, agents and volunteers.

3.2.10.5 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A: X, licensed to do business in California, and satisfactory to the District.

3.2.10.6 Verification of Coverage. Consultant shall furnish District with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to the District. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the District if requested. All certificates and endorsements must be received and approved by the District before work commences. The District reserves the right to require complete, certified copies of all required insurance policies, at any time.

3.2.11 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of its employees appropriate to the nature of the work and the conditions under which the work is to be performed.

3.3 Fees and Payments.

3.3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement as per Exhibit "B" of this agreement.

3.3.2 Payment of Compensation. Consultant shall submit to District a monthly itemized statement which indicates work completed and hours of Services rendered by Consultant. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. District shall, within 30 days of receiving such statement, review the statement and pay all approved charges thereon.

3.3.3 Reimbursement for Expenses. Consultant shall be reimbursed for any expenses authorized in writing by District.

3.3.4 Extra Work. At any time during the term of this Agreement, District may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by District to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from District's Representative.

3.3.5 Prevailing Wages. Consultant is aware of the requirements of California Labor Code Sections 1720 et seq and 1770 et seq, as well as California Code of Regulations, Title 8, Section 16000 et seq ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. Since the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and since the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. District shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant's principal place of business and at the project site. Consultant shall defend, indemnify and hold the District, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.4 Accounting Records.

3.4.1 Maintenance and Inspection. Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred through the use of sub consultants in carrying out the services under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of District during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of four (4) years from the date of final payment under this Agreement.

3.5 General Provisions.

3.5.1 Termination of Agreement.

3.5.1.1 Grounds for Termination. District may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated for all services performed pursuant to this Agreement. Consultant may terminate this Agreement upon 10 days written notice to the District whenever (1) the entire Project has been suspended for 90 consecutive days through no fault or negligence of the Consultant and notice to resume the services under this Agreement or to terminate the agreement has not been received from the District within this time period; or (2) the District should fail to pay the Consultant any undisputed substantial sums due it in accordance with the terms of this Agreement and within the time limits prescribed. In the event of any such termination, the Consultant shall have no claims against the District except for work performed on the Project as of the date of termination.

3.5.1.2 Effect of Termination. If this Agreement is terminated as provided herein, District may require Consultant to provide all finished or unfinished Documents and Data and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such document and other information within fifteen (15) days of the request.

3.5.1.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, District may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.5.2 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective Parties at the following address, or at such other address as the respective Parties may provide in writing for this purpose:

Consultant:

Balfour Beatty Construction LLC

10620 Treena Street, Suite 300
San Diego, CA 92131
Attn: Brian Cahill, Southwest Division President

District:

Culver City Unified School District
4034 Irving Place
Culver City, CA 90232
Attn: Mike Reynolds, Chief Business Official

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the Party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.5.3 Ownership of Materials and Confidentiality.

3.5.3.1 Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Consultant or provided to Consultant by the District. District shall not be limited in any way in its use of the Documents and Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at District's sole risk.

3.5.4 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.5.5 Attorney's Fees. If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation shall be entitled to have and recover from the losing Party reasonable attorney's fees and all other costs of such action.

3.5.6 Indemnification. Consultant shall defend, indemnify and hold the District, its officials, officers, employees, volunteers and agents, excluding project architect, engineer, other members of the design team or project inspector, free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, to the proportionate extent attributable to the negligent acts, errors, omissions or willful misconduct of Consultant, its officials, officers, employees, agents, consultants and contractors arising out of or in connection with the performance of the Services, the Project or this Agreement.

3.5.7 Entire Agreement. This Agreement contains the entire Agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both Parties.

3.5.8 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Los Angeles County.

3.5.9 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.5.10 District's Right to Employ Other Consultants. District reserves right to employ other consultants in connection with this Project.

3.5.11 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the Parties.

3.5.12 Assignment or Transfer. Consultant shall not assign this Agreement or any without the prior written consent of the District.

3.5.13 Construction, References Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Consultant include all personnel, employees, agents, and subcontractors of Consultant, except as otherwise specified in this Agreement. All references to District include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

3.5.14 Amendment Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.5.15 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppels, or otherwise.

3.5.16 No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties and no third party shall be entitled to enforce any terms of this Agreement.

3.5.17 Invalidity, Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.5.18 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of District's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.5.19 Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.5.20 Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.5.21 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.6 Subcontracting.

3.6.1 Prior Approval Required. Consultant shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of District. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement. Note: consultant will hire subcontractor to complete interim housing work as noted below and will obtain pricing and present to district for final approval. A not to exceed amount has been noted below, any unused costs will be credited back to district as part of this agreement. If additional costs are required, these will be further presented to district as added scope to this agreement. Work is being formed to accommodate upcoming spring recess, as time is of the essence and critical to districts schedule.

CULVER CITY UNIFIED SCHOOL DISTRICT

BALFOUR BEATTY CONSTRUCTION LLC

Approved By:

Approved By:

EXHIBIT "A"

Scope of Services

Perform plan and specification constructability reviews, provide value-engineering reviews and recommendations and other reviews as necessary to verify that the drawings and specifications are clear and reasonably accurate to minimize the need for changes during the construction phase of the project, including but not limited to the following:

1. Review of Design Documents.
 - a. Review Project design documents to:
 - i. Provide recommendations on site use and improvements, selection of materials, building systems and equipment;
 - ii. Provide recommendations on relative feasibility of construction methods, availability of materials and labor, time requirements for procurement, installation and construction of the Project and subparts thereof if requested, and factors relating to cost including, but not limited to, construction costs of alternate designs of materials, preliminary budgets and possible economics that could be achieved through alternate methods or substitutions;
 - b. Prepare value-engineering reports for District and Architect review and approval that:
 - i. Details areas of cost saving (e.g. construction processes/procedures, specified materials and equipment, and equipment or other aspects of the design documents that can be modified to reduce costs and/or the time for achieving final completion of the Project and/or to extend life-cycle and/or to reduce maintenance/operations costs, without diminution in the quality of materials/equipment/workmanship, scope or intended purposes of the Project);
 - ii. Provides detailed estimate for proposed value-engineering items;
 - iii. Defines methodology or approaches that maximize value; and
 - iv. Identifies design choices that can be more economically delivered.
 - c. Without assuming liability for the Project design, prepare detailed interdisciplinary constructability review that:
 - i. Confirms construction documents are well coordinated;
 - ii. Identifies to the extent known, construction deficiencies and areas of concern;
 - iii. Back-checks design drawings for inclusion of modifications;
 - iv. Provides the District with written confirmation that:
 - (1) Requirements noted in the design documents prepared for the Project are consistent with and conform to the District's Project requirements.
 - (2) Various components have been coordinated and are consistent with each other so as to minimize conflicts within or between components of the design documents.
 - d. Confirm Modifications to Design Drawings. If the District accepts the value-engineering and/or constructability review comments, review the design documents modified by the value-engineering and/or constructability review, to confirm that the value-engineering and/or constructability review comments are properly incorporated into the final design documents.
2. Estimate of Project Costs.
 - a. Detailed Estimates. Prepare for the District's approval detailed estimates of Project cost developed by using estimating techniques which anticipate the various elements of the Project at the following stages of design:
 - i. 90% construction documents (DSA submittal)
 - ii. 100% construction documents
 - b. Update of Estimates. Update and refine estimate periodically as the Architect prepares the final construction design documents. Advise the District and the Architect if it appears that the total construction costs may exceed the Project budget established by the District and make recommendations for corrective action. Provide input to the District and Architect relative to value of construction, means and methods for construction, duration of construction of various building methods and constructability.

3. Construction Schedule and Phasing Plan.
 - a. Investigate, recommend and prepare a schedule for the District's purchase of materials and equipment requiring long lead time procurement, and coordinate the schedule with the early preparation of portions of the Contract Documents by the Architect.
4. Bidder Outreach & Bidding Services.
 - a. Prepare bid packages and coordinate receipt of subcontractor bids
 - b. In conjunction with Architect, review and edit front end bid documents to comply and coordinate with Lease/Leaseback contract documents.
5. Guaranteed Maximum Price.
 - a. Prepare proposed Guaranteed Maximum Price for completion of all work associated with Projects for District review and acceptance.
6. Other Duties.
 - a. Attend regularly scheduled Project Planning Meeting(s).
 - b. Attend other meetings (Board meetings, workshops, COC meetings, etc.) as required.
7. Exclusions
 - a. Costs of reproduction or distribution of plans, specifications or addenda.

Exhibit "B"

Cost For Pre-Construction Services

**Professional Services Agreement
Culver City Unified School District**

**Pre-Construction Services:
ROBERT FROST AUDITORIUM IMPROVEMENTS AT CULVER CITY
HIGH SCHOOL.**

Project Name

Robert Frost Auditorium Improvements

2 Months @ \$16,689 =

\$33,378

Total PreConstruction Services:

\$33,378

5/27/14
14.4a

BOARD REPORT

14.4a Approval is Recommended for the Adoption of the Culver City Unified School District Initial Collective Bargaining Proposal to the Culver City Federation of Teachers for the 2014/2015 School Year

Government Code Section 3547 requires that all initial contract proposals from the Board of Education which relate to matters within the scope of representation shall be presented at a public meeting and shall thereafter be public record. Meeting and negotiating between the District and the employee organization (Culver City Federation of Teachers) shall not take place on the initial proposal until a reasonable time has elapsed after the submission of the proposal to enable the public to become informed and to express itself regarding the proposal at a public meeting. After the public has had an opportunity to provide input, the Board of Education shall adopt the initial proposal at a public meeting.

RECOMMENDED MOTION: That the Board adopt the Culver City Unified School District's Initial Collective Bargaining Proposal to the Culver City Federation of Teachers (CCFT) for the 2014/2015 School Year.

Moved by:

Seconded by:

Vote:

Culver City Unified School District

Board/District Interests

2014-15 Negotiations

May 14, 2014

The Culver City Unified School District Governing Board hereby submits its proposal for the 2014-15 negotiations with the Culver City Federation of Teachers (CCFT), and proposes to maintain the provisions of the current certificated collective bargaining agreement. The following Governing Board will explore the following interests:

Article 32: Wages

- Continue to make progress on our shared goal of reaching the median salary in Los Angeles County over the next 4 years.

Article 31: Health and Welfare:

- Explore immediate investments to offset the dramatic increases in healthcare costs for all employees.

Article 25: Hours of Work

- Develop a shared equitable vision and system-wide model which will provide time for collaboration, professional development and timely, targeted student interventions.

Submitted by: Leslie Lockhart
Assistant Superintendent – Human Resources